



**MEETING AGENDA
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, MARCH 17, 2026 AT 6:00 PM**

1. MEETING CALLED TO ORDER

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

3. PROCLAMATIONS AND SPECIAL PRESENTATIONS

3.A Proclamation — Irish American Heritage Month

3.B Proclamation — 50th Anniversary of Lighthouse Central Florida

3.C Proclamation — Women's History Month

3.D Proclamation — Vietnam Veterans Day Proclamation

3.E Service Awards for January, February, and March 2026

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

5. PUBLIC HEARINGS

6. HEAR AUDIENCE

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

7. CONSENT AGENDA

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

7.A Approval of City Commission Minutes from the March 3, 2026 Meeting

7.B Memorandum of Understanding between City of Kissimmee and the International Association of Firefighters, Local 4208

7.C Agreement with Lyle Sumek and Associates for Strategic Planning Services

7.D Interlocal Agreement with the School District of Osceola County, FL for the Acceptance of Real Property and Granting of a Non-Exclusive Perpetual Access Easement Related to Mark E. Durbin Community Center & Park and Fire Station #5

7.E Urban and Community Forestry Natural Disaster and Recovery Supplement Grant Application

7.F Accept Sponsorship from Pineapple Healthcare

7.G Amendment to CDBG-MIT Agreement for Woodside Drainage Improvements

7.H Amendment to Purchase Agreement for 1021 W. Oak Street

7.I Civil Design Amendment for Lakeside Fire Station and Durbin Park Community Center

7.J Disposal of City Assets

7.K Contract Extensions for Roofing Installation and Repair Contractor Services

7.L City Attorney Employment Contract

8. DISCUSSION ITEMS

8.A Resolution Amending the Candidate Qualification Procedures for City Elections

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

9.B CITY ATTORNEY

9.C CITY COMMISSION

10. ADJOURNMENT

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

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

ITEM 3.A

Proclamation — Irish American Heritage Month

Request

Presentation of the Irish American Heritage Month Proclamation to Greg Sean Canning, National Deputy Secretary and Florida State Secretary of the Florida Ancient Order of Hibernians.

Explanation

N/A

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):

1. Proclamation - Irish American Heritage Month

Proclamation



IRISH AMERICAN HERITAGE MONTH

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

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

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

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

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

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

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

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

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

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

IN WITNESS, THEREOF, this is signed this 17th day of March, 2026.


CITY MANAGER


MAYOR-COMMISSIONER



ITEM 3.B**Proclamation — 50th Anniversary of Lighthouse Central Florida****Request**

Proclamation presentation to Kaleb Stunkard, President of Lighthouse of Central Florida, in recognition of their 50th Anniversary.

Explanation

N/A

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):

1. Proclamation - 50th Anniversary of Lighthouse Central Florida

Proclamation



50TH ANNIVERSARY OF LIGHTHOUSE CENTRAL FLORIDA

WHEREAS, Lighthouse Central Florida was established in 1976 to provide services that promote independence, opportunity, and dignity for individuals who are blind or visually impaired; and

WHEREAS, for 50 years, Lighthouse Central Florida has positively impacted the lives of residents throughout Central Florida, including the City of Kissimmee and Osceola County, through comprehensive vision rehabilitation, education, and employment services; and

WHEREAS, Lighthouse Central Florida and its employment division, Lighthouse Works, have demonstrated a long-standing commitment to inclusive employment and economic opportunity for individuals who are blind or visually impaired; and

NOW, THEREFORE, we, the City Commission for the City of Kissimmee do hereby celebrate the **"50th Anniversary of Lighthouse Central Florida"** and commend them for their 50 years of dedicated service and meaningful contributions to the City of Kissimmee.

IN WITNESS, THEREOF, this is signed this 17th day of March 2026.


CITY MANAGER


MAYOR-COMMISSIONER



ITEM 3.C

Proclamation — Women's History Month

Request

Presentation of the Women's History Month Proclamation to the artists of the art exhibit at City Hall.

Explanation

N/A

Department: City Manager

Presenter: Mike Steigerwald

Attachment(s):

1. Proclamation - Women's History Month

Proclamation



WOMEN'S HISTORY MONTH

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

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

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

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

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

NOW, THEREFORE, we, the City Commission for the City of Kissimmee do hereby proclaim the month of March 2026 as "**Women's History Month**" in the City of Kissimmee.

IN WITNESS, THEREOF, this is signed this 17th day of March, 2026.


CITY MANAGER


MAYOR-COMMISSIONER



ITEM 3.D

Proclamation — Vietnam Veterans Day Proclamation

Request

Proclamation presentation to Bill Johnson, American Legion Post 10, recognizing National Vietnam War Veterans Day.

Explanation

N/A

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):

1. Proclamation - National Vietnam War Veterans Day

Proclamation



NATIONAL VIETNAM WAR VETERANS DAY

WHEREAS, the Vietnam War, also known as the Second Indochina War, military struggle was fought in Vietnam from 1959-1975, involving the North Vietnamese and National Liberation Front (NLF) in conflict with United States forces and the South Vietnamese Army; and

WHEREAS, the United States become involved in Vietnam because American policy makers believed that if the entire country fell under a Communist government, Communism would spread throughout Southeast Asia; and

WHEREAS, in 1964, the US Congress overwhelmingly passed the Gulf of Tonkin Resolution which effectively handed over war-making powers to President Johnson until such time as "peace and security" had returned to Vietnam; and

WHEREAS, in 1965, US combat troops composed mainly of volunteers, arrived in Vietnam, and by the end of 1965, there were 80,000 US troops in Vietnam. By 1969 a peak of about 543,000 troops would be reached; and

WHEREAS, on January 27, 1973, the last U.S. troops left Vietnam, more than 58,000 Americans lost their lives in Vietnam and more than 300,000 US soldiers were wounded; and additionally, it is solemnly recognized that 8 local soldiers gave their lives, and their names are now inscribed on our local War Memorial; and

WHEREAS, in 1982, the Vietnam Veterans Memorial was dedicated at the Capital to commemorate the US personnel who died or were declared missing in action in Vietnam; and

WHEREAS, the holiday, officially known as National Vietnam War Veterans Day, was made a national observance by President Trump through the "Vietnam War Veterans Recognition Act of 2017," to recognizes veterans who served in the US military during the Vietnam War; and

NOW, THEREFORE, we, the City Commission for the City of Kissimmee do hereby proclaim March 29, 2026, as "**National Vietnam War Veterans Day**" in the City of Kissimmee.

IN WITNESS, THEREOF, this is signed this 17th day of March 2026.


CITY MANAGER


MAYOR-COMMISSIONER



ITEM 3.E

Service Awards for January, February, and March 2026

Request

The City Commission joins the City Manager in recognizing employees who have reached milestones in years of service.

Explanation

Five - Years	Guy Chaplin	Public Works
Five - Years	Luis Martinez	Development Services
Five - Years	William Mcgehee	City Attorney
Five - Years	Heriberto Negron	Public Works
Five - Years	Albert Rocco	Development Services
Five - Years	Stacy Stoddard	Public Works
Ten - Years	Erika Allen	Public Works
Ten - Years	Samantha Bridle	Development Services
Ten - Years	Kellon Maximay	Parks and Rec
Ten - Years	Aaron Mendez	Public Works
Ten - Years	Luis Pena	Fire
Ten - Years	Patrick Williams	Parks and Rec
Fifteen- Years	Bradley Ellig	Fire
Fifteen- Years	Kristopher Klemm	Fire
Fifteen- Years	Drew Leathery	Information Technology
Fifteen- Years	Eric Longsworth	Police
Fifteen- Years	Willie McKinnon	Public Works
Twenty - Years	Austin Blake	City Manager
Twenty - Years	Andrew Holmberg	Police
Twenty-Five Years	Georgie Torres	Police
Thirty - Years	Eva Dewalt	Police

Department: Human Resources & Risk Management
Presenter: Mike Steigerwald

Attachment(s):

None

ITEM 7.A**Approval of City Commission Minutes from the March 3, 2026 Meeting****Request**

Approval of the March 3, 2026, commission meeting minutes.

Explanation

Minutes of the commission meeting held on March 3, 2026, are attached for approval.

Recommendation

Staff recommends Commission approval.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Commission

Presenter:

Attachment(s):

1. (S) CCM MIN MAR 03 2026



MEETING MINUTES
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, MARCH 3, 2026 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, Interim City Attorney Kalanit Oded, Deputy City Manager Desiree Matthews, Deputy City Manager Austin Blake, City Clerk Tameara Crespo

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 Alvarez led the audience in the Pledge of Allegiance.

3. PROCLAMATIONS AND SPECIAL PRESENTATIONS

3.A Proclamation - Meals on Wheels

Presentation of the March for Meals and Senior Nutrition Month Proclamation to the Osceola Council on Aging, to be accepted by Christin Houghland, R.N., BSN, Director of Special Projects & Strategic Initiatives.

City Manager Steigerwald read a proclamation in honor of the Meals on Wheels program as the Mayor and Commissioners presented the proclamation. Recipient, William Santiago-Gines, Director of Senior Services, thanked the City for their support.

3.B Proclamation - Flood Awareness Week

Proclamation Presentation to Ashley Willis, Public Works Director, and Nagel Altrui, Floodplains Manager of the City of Kissimmee, in honor of Flood Awareness Week.

City Manager Steigerwald read a proclamation in honor of Flood Awareness Week, as the Mayor and Commissioners presented the proclamation. Recipient Nagel Altrui thanked the City for their support.

3.C Employee of the Month for March

Staff requests that the City Commission join the City Manager in recognizing Stacy Stoddard of the Public Works Department as the Employee of the Month for March.

City Manager Steigerwald recognized Stacy Stoddard from the Public Works Department. Sadly, Mr. Stoddard has since passed away before receiving the honor. The City Commission and staff honored his contributions, and his family was present to accept the recognition on his behalf. Many members of the Public Works and Engineering Department were present to show their support.

3.D Promotion Ceremony for Police Sergeant and Corporal

Swearing in and administering the oath for newly promoted Police Sergeant Adam Phillips and Corporal Monica Gavilanes.

Police Chief Charles Broadway administered the Oath of Office to newly promoted Police Sergeant Adam Phillips and Corporal Monica Gavilanes.

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

4.A Public Hearing – Final Reading – Proposed Ordinance #26-01 – Amending the Future Land Use Map designation from Single-Family – Low Density Residential (SF-LDR) to Industrial Business (IB): 610 Buckley Dr. Future Land Use Map Amendment – LUPA-25-0007

AN ORDINANCE AMENDING ORDINANCE NO. 3050 KNOWN AS THE ORDINANCE ADOPTING THE COMPREHENSIVE DEVELOPMENT PLAN FOR THE CITY OF KISSIMMEE, FLORIDA, UNDER THE AUTHORITY OF FLORIDA STATUTE 163.3184; DIRECTING THE CITY MANAGER TO AMEND THE COMPREHENSIVE LAND USE PLAN AS HEREIN PROVIDED AFTER THE PASSAGE OF THIS ORDINANCE; PROVIDING FOR A PUBLIC HEARING AS REQUIRED BY LAW; REPEALING ALL ORDINANCES IN CONFLICT HERewith; AND PROVIDING AN EFFECTIVE DATE

Requesting approval of Final Reading of Proposed Ordinance #26-01 for a Future Land Use Map Amendment to change the Future Land Use Map designation from Single-Family – Low Density Residential (SF-LDR) to Industrial Business (IB) on approximately 5.223 acres of land on Parcel IDs: 19-25-29-0000-0290-0000, 19-25-29-0000-0280-0000, and 19-25-29-0000-0281-0000.

Senior Planner Ryan Altizer reviewed the details of the land use amendment as outlined on the agenda. A resident's comment was received and read into the record at the PAB meeting and circulated for commission review (Exhibit "A"). City Clerk Crespo read Ordinance # 3134 by title. Mayor Espinosa announced the Public Hearing with no response from the audience. Mayor Espinosa moved to adopt Ordinance # 3134. Commissioner Ortiz 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 – Final Reading – Proposed Ordinance #26-02 – Amending the Zoning Map designation from Single-Family – Residential (RA-1) to Airport Industrial (AI): 610 Buckley Dr. Zoning Map Amendment – ZMA-25-0011

AN ORDINANCE AMENDING ORDINANCE NO. 3130 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

Requesting approval of a Zoning Map Amendment to change the Zoning Map designation from Single-Family – Residential (RA-1) to Airport Industrial (AI) on approximately 5.223 acres of land on Parcel IDs: 19-25-29-0000-0290-0000, 19-25-29-0000-0280-0000 and 19-25-29-0000-0281-0000.

Senior Planner Ryan Altizer reviewed the details of the zoning map amendment as outlined on the agenda. City Clerk Crespo read Ordinance # 3135 by title. Mayor Espinosa announced the Public Hearing with no response from the audience. Mayor Espinosa moved to adopt Ordinance # 3135. 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.

5. PUBLIC HEARINGS

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

Mayor Espinosa opened the floor for public comment. Comment cards ("Exhibit B") were submitted, and residents provided their comments. Remarks addressed concerns about the decorum and character of the commission. One citizen shared a personal experience, including a report filed with the Kissimmee Police Department (Exhibit "C"), while other residents expressed concerns about vehicle break-ins, the accumulation of junk and trash between John Young Parkway, MLK Jr. Boulevard, and Oak Street, and mentioned that parts of Person Street are being neglected by the city.

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

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

Motion carried 5 - 0.

- 7.A Approval of City Commission Minutes from the February 17, 2026, meeting
Approval of the February 17, 2026, commission meeting minutes.
- 7.B Use of Sourcwell Contract for Citywide Construction and Repair Services
Request approval to use the Sourcwell ezIQC Job Order Contracts (JOC), Contract 091620-GGI, managed by the Gordian Group (Contract # 20260149), for Indefinite Quantity Construction (IQC) services.
- 7.C Acceptance of Agreement with Life Extension Clinics, Inc., DBA Life Scan Wellness Centers
Request approval of an Agreement with Life Extension Clinics, Inc., DBA Life Scan Wellness Centers (Contract #20260159) to provide annual health physicals for the city firefighters, as agreed upon in the Collective Bargaining Agreement, Article 27, for a total cost of \$100,960.00.
- 7.D Sponsorship from Kissimmee Utility Authority for Special Event Series
Approval to accept sponsorship from Kissimmee Utility Authority for Special Events at the Lakefront Park in the amount of \$25,000.
- 7.E Dyer Boulevard and Ball Park Road Traffic Signal Installation
Request approval for Change Order No. 1 to modify the existing contract with Traffic Engineering and Management, LLC (Contract #20240285) in the amount of \$16,680 for Plan Revision No. 1 related to the Dyer Boulevard and Ball Park Road Traffic Signal Project.
- 7.F Memorandum of Understanding With Tohopekaliga Water Authority For Ree Lane Paving Within City Right-of-Way

Request approval for a Memorandum of Understanding (MOU) with Tohopekaliga Water Authority (TWA), Contract #20260164, to repair and pave the existing gravel driveway within the City's Ree Lane right-of-way to support access to TWA's wastewater facility, with no fiscal impact to the City.

7.G Award Construction Manager at Risk to Core Construction for Lakeside Fire Station and Durbin Park Community Center

Request approval to award the Construction Manager at Risk (CMAR) Contract #20260163 to CORE Construction, in accordance with RFP 2025-009, and approval of the first addendum for preconstruction services for the Lakeside Fire Station and Durbin Park Community Center Project, for \$72,011.00, including approximately 10% contingency, for a total of \$80,000. Additionally, authorize the City Manager or their designee to sign any additional documents or change orders needed to execute the terms of this contract.

7.H Railroad Crossing Safety Improvements – Quiet Zone

Request approval to issue a Construction Services Authorization (CSA) under the existing Rapid Response Infrastructure Construction Services contract with Cathcart Construction Company, Florida, LLC (Contract #20260067), for the Railroad Crossing Safety Improvements – Quiet Zone project, in the amount of \$120,370.00, and authorize the City Manager or designee to execute any related documents or change orders necessary to implement the CSA.

7.I Osceola HOME Consortium Disbursement Agreement Between Osceola County and the City of Kissimmee (FY 2025-2026)

Request approval to execute the Osceola HOME Consortium Disbursement Agreement (Grant #HOME25) with Osceola County for the disbursement of FY 2025-2026 HOME funds in the amount of \$326,735.90.

7.J Continuing Services Contract for Roof Replacement, Housing Rehabilitation/Demolition and Reconstruction Contractor

Request approval and authorization to execute a Continuing Services Contract for Roof Replacement, Housing Rehabilitation/Demolition and Reconstruction Contractor with Rebuilding Together Greater Florida (Contract #20260166).

7.K Approval of a Lien Reduction and Appeals Policy

Approval of a policy that would establish guidelines for the review and approval process for lien reductions and appeals authorized by the City Manager

7.L Memorandum of Understanding between the City of Kissimmee and Centro Unido de Detallistas Puerto Rico (CUD)

Request approval of a Memorandum of Understanding (MOU) between the City of Kissimmee and Centro Unido de Detallistas Puerto Rico (CUD) for collaborative business development and retail expansion (Contract #20260169).

8. DISCUSSION ITEMS

8.A City Commission Travel Policy Request for Funding

Commissioner Janette Martinez is requesting approval to authorize funding for official travel to attend the Osceola Chamber of Commerce's Trade Mission to South Korea (Exhibit "D"), scheduled for April 26 to May 2, 2026, and to approve associated travel expenses totaling \$6,250, which encompass airfare, hotel accommodations, and most in-country costs.

Discussion occurred regarding the request. Staff noted there is currently no set limit per commissioner and provided the ranges of previously approved trips. Commissioners and staff discussed the possibility of establishing travel caps on domestic and international travel and reached consensus directing the City Manager to inquire with the Osceola

Chamber of Commerce about matching or contributing funds for the Trade Mission to South Korea, and to revisit a discussion regarding the commissioner's travel budget limits and policy at a future meeting. Commissioner Martinez also requested a breakdown of prior commissioner travel expenses.

8.B Discussion on Parliamentary Procedures and Commission Code of Conduct

Commissioner Martinez requests that the Commission review and clarify the parliamentary procedures and Code of Conduct for City Commission meetings.

Commissioner Martinez requested a motion to adjourn the commission meetings moving forward. Interim City Attorney Kalanit Oded advised that this was permissible and noted that the City Commission currently operates under Robert's Rules of Order, though the Commission has the authority to modify its procedures, if desired. A speaker addressed the commission in support of Rosenberg's Rules of Order (Exhibit "E"). Another resident commented on ethical concerns (Exhibit "F").

Commission consensus was reached to discuss parliamentary procedures at the March 10, 2026, workshop, including a presentation by the City Attorney's Office outlining the differences between Rosenberg's Rules of Order and Robert's Rules of Order.

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

City Manager Steigerwald reminded everyone about the upcoming African American Read-In event at Chambers Park.

9.B CITY ATTORNEY

Interim City Attorney Oded provided an update on her department and offered training opportunities to the City Commissioners.

9.C CITY COMMISSION

Mayor Espinosa shared updates on recent events, including a trip to Cape Canaveral and networking with officials from Puerto Rico and the Knights of Columbus.

10. ADJOURNMENT

Mayor Espinosa made a motion to adjourn. Commissioner Martinez seconded the motion.

Motion carried 5 - 0.

There being no further business to come before the Commission, Mayor Espinosa adjourned the meeting at 7:12 PM.

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK

EXHIBIT "A"

Ryan Altizer

From: Craig Holland
Sent: Monday, January 5, 2026 9:34 AM
To: Kayla Smith; Junellyx Cartagena; Brenda Ryan; Ryan Altizer; Cristian Arias
Subject: Fw: Formal Opposition to Proposed Airport Industrial Zoning in R1 Residential Area

Craig Holland, AICP
Development Services Director, City of Kissimmee
101 Church Street, Suite 200A
407.518.2148
Craig.Holland@Kissimmee.gov

From: Olga Sanchez de Fuentes <OLGA.SANCHEZDEFUENTES@kissimmee.gov>
Sent: Wednesday, December 31, 2025 1:24:07 PM
To: Craig Holland <CRAIG.HOLLAND@kissimmee.gov>
Subject: Fwd: Formal Opposition to Proposed Airport Industrial Zoning in R1 Residential Area

Sent from my iPhone

Begin forwarded message:

From: Tameara Crespo <TAMEARA.CRESPO@kissimmee.gov>
Date: December 31, 2025 at 12:13:45 PM EST
To: Mike Steigerwald <MIKE.STEIGERWALD@kissimmee.gov>, Desiree Matthews <DESIREE.MATTHEWS@kissimmee.gov>, Austin Blake <austin.blake@kissimmee.gov>, Olga Sanchez de Fuentes <olga.sanchezdefuentes@kissimmee.gov>
Cc: Lucia Gonzalez <lucia.gonzalez@kissimmee.gov>
Subject: Fw: Formal Opposition to Proposed Airport Industrial Zoning in R1 Residential Area

FYI

Tameara Crespo, CMC
City Clerk
City of Kissimmee

101 Church Street, Suite 500
Kissimmee, Florida 34741
[407.518.2328](tel:407.518.2328) desk
tameara.crespo@kissimmee.gov



From: Deanna E <kelsydeanna8@gmail.com>
Sent: Wednesday, December 31, 2025 11:55 AM
To: City Clerk <CityClerkEmail@kissimmee.gov>
Subject: Formal Opposition to Proposed Airport Industrial Zoning in R1 Residential Area

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

Dear Members of the City Council and Planning Commission,

I am writing to formally oppose the proposed airport industrial zoning within or adjacent to our R1 single-family residential neighborhood.

R1 zoning exists to preserve stable, low-density residential communities and to protect residents from incompatible land uses. Introducing airport-related industrial zoning directly conflicts with this purpose and undermines the long-standing zoning framework that residents have relied upon when choosing to live and invest in this neighborhood.

Our R1 residential street is not only a quiet and beautiful neighborhood, but also a functioning wildlife habitat that supports a diverse range of species. Mature trees, landscaped yards, and limited traffic have created a relatively undisturbed environment that serves as nesting, foraging, and transit space for local wildlife. These ecological conditions would be significantly altered by airport-related industrial zoning and development. Because these impacts extend beyond human quality of life and directly affect biological resources, the proposed zoning change cannot be considered environmentally neutral. A full Environmental Impact Report is necessary to identify existing wildlife species, evaluate habitat loss and fragmentation, assess cumulative impacts from airport operations, and consider feasible mitigation measures or alternatives. Without such analysis, the true environmental cost to this established residential ecosystem would remain unexamined.

Industrial airport uses bring well-documented impacts that are fundamentally incompatible with residential life, including but not limited to increased noise levels, air pollution, traffic congestion, safety risks, and extended hours of operation. These impacts pose serious concerns for public health, quality of life, and property values. Families in R1 neighborhoods should not be expected to absorb the environmental and social costs of industrial expansion.

Furthermore, rezoning residential land for airport industrial purposes sets a dangerous precedent. It erodes zoning protections citywide and signals that residential neighborhoods can be compromised for commercial or industrial convenience. This destabilizes community trust and exposes homeowners to long-term uncertainty regarding future land use decisions.

If airport expansion or industrial development is necessary, it should be directed toward appropriately zoned industrial or commercial areas, not imposed upon established residential neighborhoods that were never intended to support such uses.

I respectfully urge the City Council and Planning Commission to reject this zoning change, uphold the integrity of R1 residential zoning, and prioritize the health, safety, and well-being of existing residents over incompatible industrial development.

Thank you for your time, consideration, and commitment to responsible planning.

Sincerely,
Deanna Elliott
730 Buckley Drive
Kissimmee, Florida

DATE: 3-3-26
 AGENDA ITEM #: 7A, 7C, 7D, 7E, 7F, 7G, 7H, 7I, 7J, 7K, 7L, 7M, 8A, 8B
 NON-AGENDA ITEM: ALL Above
 NAME: Lillian Evans
 ADDRESS: 1835 Sunny St. CITY: Kissimmee STATE: FL ZIP: 34741

CHECK ALL THAT APPLY:

- ☒ I WISH TO SPEAK
☐ I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK
☐ I SUPPORT THIS AGENDA ITEM
☐ I OPPOSE THIS AGENDA ITEM
☐ NEUTRAL

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 3 MINUTES 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.

Heck the Audience

DATE: 3-3-26
 AGENDA ITEM #: _____
 NON-AGENDA ITEM: _____
 NAME: Lillian Evans
 ADDRESS: 1835 Sunny St. CITY: Kissimmee STATE: FL ZIP: 34741

CHECK ALL THAT APPLY:

- ☒ I WISH TO SPEAK
☐ I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK
☐ I SUPPORT THIS AGENDA ITEM
☐ I OPPOSE THIS AGENDA ITEM
☐ NEUTRAL

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- 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: 3-3-26

AGENDA ITEM #: _____

NON-AGENDA ITEM: _____

NAME: Stephanie Nelson

ADDRESS: 1715 Sunny St CITY: Kissimmee STATE: FL ZIP: 34741

Hear the audience

CHECK ALL THAT APPLY:

- ☒ I WISH TO SPEAK
- ☐ I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK
- ☐ I SUPPORT THIS AGENDA ITEM
- ☐ I OPPOSE THIS AGENDA ITEM
- ☐ NEUTRAL

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 3 MINUTES 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

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PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 3-3-26

AGENDA ITEM #: Hear Audience #

NON-AGENDA ITEM: _____

NAME: Mark Plotner

ADDRESS: 1912 Sunnys CITY: Kissimmee STATE: #1 ZIP: 34741

CHECK ALL THAT APPLY:

- ☒ I WISH TO SPEAK
- ☐ I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK
- ☐ I SUPPORT THIS AGENDA ITEM
- ☐ I OPPOSE THIS AGENDA ITEM
- ☐ NEUTRAL

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PUBLIC COMMENT CARD
REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 03-03-26

AGENDA ITEM #: _____

NON-AGENDA ITEM: Situation between Someone

NAME: Jordan Rivera

ADDRESS: 1912 Emerson St CITY: Kissimmee STATE: FL ZIP: 34741

Hear the audience

CHECK ALL THAT APPLY:

- ☒ I WISH TO SPEAK
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PUBLIC COMMENT CARD
REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 3-3-26

AGENDA ITEM #: 6

NON-AGENDA ITEM: _____

NAME: Ray Parsons

ADDRESS: 117-B BROADWAY CITY: Kiss STATE: FL ZIP: 34741

Hear the audience

CHECK ALL THAT APPLY:

- ☒ I WISH TO SPEAK
☐ I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK
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☐ I OPPOSE THIS AGENDA ITEM
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PUBLIC COMMENT CARD
REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 3/3/2020
AGENDA ITEM #: 8B
NON-AGENDA ITEM: _____
NAME: Chandana W
ADDRESS: 1342 Sycamore St CITY: Kissimmee STATE: FL ZIP: 34744

CHECK ALL THAT APPLY:

- ☐ I WISH TO SPEAK
☐ I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK
☐ I SUPPORT THIS AGENDA ITEM
☐ I OPPOSE THIS AGENDA ITEM
☐ NEUTRAL

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PUBLIC COMMENT CARD
REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 2020-03-03
AGENDA ITEM #: 8B
NON-AGENDA ITEM: _____
NAME: ARX Alemi
ADDRESS: 424 Lakeshore Blvd CITY: Kissimmee STATE: FL ZIP: 34741

CHECK ALL THAT APPLY:

- ☒ I WISH TO SPEAK
☐ I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK
☐ I SUPPORT THIS AGENDA ITEM
☐ I OPPOSE THIS AGENDA ITEM
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Jordan Rivera

EXHIBIT "C"

Kissimmee FL 34741

March 03 - 2026

RECORD COPY

Hello All ,

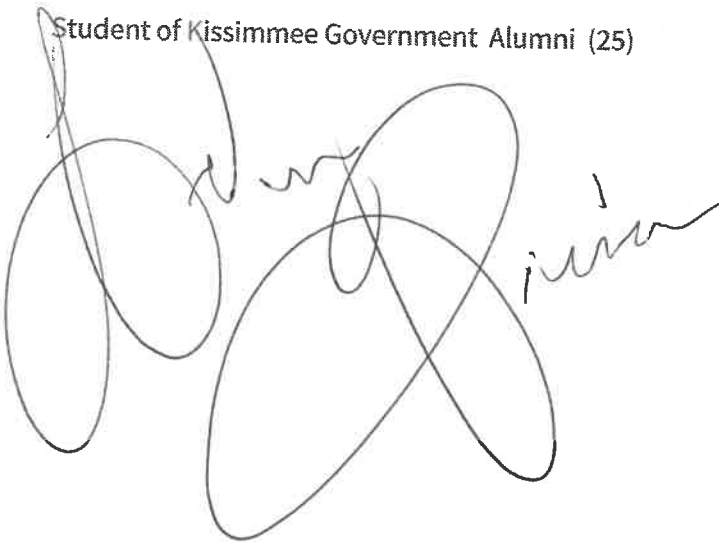
First, a big thank you!

Loving And living in The City Limits of Kissimmee Florida has been nothing but a blessing for me and my wife we have lived in our area for a year now and its been a journey . from me going into school of government where i learned soo much to now me getting an education at college . what has been going on with harassment and stalking has me feeling un well and not safe . this individual knows where i live and has been to the property taken photos and now code enforcement knocking at my door this individual named lilan evans does not stop until she gets results . i dont want to loose my home due to some individual who i have nothing to do with . i am no puppet for anyone i am just an individual wanting to be apart of this place i now call home !

Thank you for your time .

Jordan Rivera

Student of Kissimmee Government Alumni (25)

A large, stylized handwritten signature in black ink, appearing to read 'Jordan Rivera', with a smaller signature 'lilan' written to its right.

Kissimmee Police Department

Incident Case Number: 26-001183

Reporting Agency: Kissimmee Police

Print Date/Time: 02/26/2026 10:06:38

Disclaimer: The information contained within this report is reflective of the investigation at the date and time of its printing.

INCIDENT/INVESTIGATION REPORT

I N C I D E N T D A T A	Agency Name Kissimmee Police Department		INCIDENT/INVESTIGATION REPORT				Case# 26-001183				
	ORI FL0490200						Date / Time Reported 02/11/2026 15:07 Wed				
	Location of Incident 101 CHURCH ST Apt. 102, Kissimmee FL 34741		Gang Relat NO	Premise Type Parking/drop	Beat/Law Agcy 30		Last Known Secure 02/11/2026 15:07 Wed				
							At Found 02/11/2026 15:07 Wed				
D E T A I L S	#1	Crime Incident(s) Suspicious Incident		(Com)	Weapon / Tools None				Activity N		
					Entry		Exit		Security		
	#2	Crime Incident		()	Weapon / Tools				Activity		
					Entry		Exit		Security		
	#3	Crime Incident		()	Weapon / Tools				Activity		
					Entry		Exit		Security		
MO											
V I C T I M	# of Victims 0		Type:		Injury:				Domestic: N		
	V1	Victim/Business Name (Last, First, Middle)			Victim of Crime #	DOB	Race	Sex	Relationship To Offender	Resident Status	Military Branch/Status
						Age					
	Home Address					Email			Home Phone		
	Employer Name/Address					Business Phone			Mobile Phone		
	VYR	Make	Model	Style	Color	Lic/Lis	VIN				
O T H E R I N V O L V E D	CODES: V- Victim (Denote V2, V3) WI = Witness IO = Involved Other RP = Reporting Person (if other than victim)										
	Type: INDIVIDUAL (NOT A LE OFFICER)										
	Code	Name (Last, First, Middle)			Victim of Crime #	DOB	Race	Sex	Relationship To Offender	Resident Status	Military Branch/Status
	IO	EVANS, LILLIAN				Age	W	F			
	Home Address					Email			Home Phone		
	Employer Name/Address					Business Phone			Mobile Phone		
	Type: INDIVIDUAL (NOT A LE OFFICER)										
	Code	Name (Last, First, Middle)			Victim of Crime #	DOB	Race	Sex	Relationship To Offender	Resident Status	Military Branch/Status
	IO	RIVERA, JORDAN ANTHONY				Age 33	W	M		Resident	
	Home Address 1912 ERNEST ST KISSIMMEE, FL 34741					Email			Home Phone		
Employer Name/Address Florida Technical College, 3819 W VINE ST (STUDENT)					Business Phone			Mobile Phone			
P R O P E R T Y	1 = None 2 = Burned 3 = Counterfeit / Forged 4 = Damaged / Vandalized 5 = Recovered 6 = Seized 7 = Stolen 8 = Unknown ("OJ" = Recovered for Other Jurisdiction)										
	VI #	Code	Status Frm/Tc	Value	OJ	QTY	Property Description		Make/Model		Serial Number
Officer/ID# ORTEGA, K. (PATR, PLTA) (1028)											
Invest ID# (0)											
Supervisor DIAZ, M. D. (PATR, PLTA) (597)											
Status	Complainant Signature				Case Status Inactive		02/12/2026		Case Disposition:		Page 2

R_CS1.IBR

Printed By: LILLAS, FRONT DESK

Sys#: 401092

02/26/2026 10:06

INCIDENT/INVESTIGATION REPORT

Kissimmee Police Department

Case # 26-001183

Status Codes L = Lost S = Stolen R = Recovered D = Damaged Z = Seized B = Burned C = Counterfeit / Forged F = Found						
D R U G S	UCR	Status	Quantity	Type Measure	Suspected Type	Up to 3 types of activity

Assisting Officers
 CASTRO, W. (902), DAVIS, T.D. (1015), ELDER, M. (718)

Suspect Hate / Bias Motivated:

INCIDENT/INVESTIGATION REPORT

Narr. (cont.) OCA: 26-001183

Kissimmee Police Department

NARRATIVE

REPORTING OFFICER NARRATIVE

Kissimmee Police Department

OCA

26-001183

Victim

Offense

SUSPICIOUS INCIDENT

Date / Time Reported

Wed 02/11/2026 15:07

On February 11, 2026 at 1307 hours, I, Officer Ortega #1028, responded to 120-102 Broadway Street (Matador Tacos and Tapas Bar), for a suspicious incident that occurred at 101 Church Street (Kissimmee City Hall).

Upon arrival, I met with the reporting party, Jordan Anthony River (identified through his FL DL), who provided a verbal statement summarized to the following: On February 11, 2026 at approximately 1200 hours, Jordan was leaving a City Hall meeting at 101 Church Street when a female he knows by the name of Lillian Evans, had begun to record him on her phone stating that she was, "going to go after him," but did not make any gestures or attempt to harm him. Jordan states that nothing else was said or done but that he feared that she could possibly hurt him. Jordan also advised that on a prior date, Lillian had posted on her Facebook page screenshots of Jordan's public social media profiles, advising her followers to listen to his podcast. Jordan felt as though this was a threat to his safety. Jordan stated that he was going to go to the Osceola County Courthouse to obtain a protection order against Lillian. Jordan was provided a card with a case number documenting this report.

Given the details provided above, I cannot confirm that a crime has occurred.

Due to Jordan requesting a case number, this report was taken for information purposes only and will be forwarded to the Record's Department.

A portion of this incident was captured on my department issued body worn camera. The recordings are uploaded directly to Evidence.com.

Case Number: **CE-26-00583**

CITY OF
KISSIMMEE
1883

Code Enforcement Division
101 Church Street
Suite 120
Kissimmee, FL 34741
Phone: 407.518.2133
Fax: 407.518.2497
Email: codeenforcement@kissimmee.gov

Notice of Violation

Violation Date: 02/25/2026

RECORD COPY**Owner/Violator:** VICTORIA PELAEZ PINA**Mailing Address**

VICTORIA PELAEZ PINA
1912 W ERNEST ST
KISSIMMEE, FL 34741

Notice of Violation for the following location:**Address**

1912 ERNEST ST
KISSIMMEE, FL 34741

Parcel

28-25-29-1080-000A-0035
CE Zoning District: Zone 4

Description of Violation: Unpermitted Shed**Violation:** CGO SECTION 9-251 - BUILDING PERMITS

The latest edition of the state building code and reference standards are hereby adopted and binding within the corporate limits of the city and police jurisdictions thereof. A copy of the Florida Building Code, also referred to herein as the state building code and referenced standards, is on file in the office of the city manager.

As identified in Florida Building Code, Section 105.1 any owner or owner's authorized agent who intends to construct, enlarge, alter, repair, move, demolish or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any impact-resistant coverings, electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be performed, shall first make application to the building official and obtain the required permit.

Corrective Action: The above listed property inspected this date has been found in non-compliance in accordance with the City of Kissimmee Land Development Code and/or General Code of Ordinances. You have 30 calendar days from the date of this notice to have a valid Building Permit issued by the City of Kissimmee Building Division for the newly constructed shed at rear of home observed on your property. Please contact the Building Division via online or in person located at City Hall, Suite 120, Monday-Friday from 8 a.m. to 4 p.m. for the required information needed to obtain a permit and the steps needed to submit those documents.

Submitting an application for a permit does not stop Code Enforcement action concerning the violation. Said permit must be issued to the property. If you need additional time to meet compliance you may request an extension from the Code Enforcement Officer listed on this notice.

Please be advised, to close out this case a valid City of Kissimmee Building Permit must be issued. Once a permit is issued it is the contractors/property owners responsibility to contact the City of Kissimmee Building Division and request a final inspection to have the permit closed/finalized. If this is not completed, you may be subject to further enforcement action.

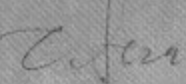
Failure to comply may result in daily Court Citation fines or City Code Enforcement Special Magistrate action(s).

Photos Taken: YES

Contact Made: YES

Owner/Violator Signature: _____

Sincerely,



Oscar Sosa
Code Enforcement Officer

Printed: 2/25/2026

Page 1 of 1



Code Enforcement Division
101 Church Street
Suite 120
Kissimmee, FL 34741
Phone: 407.518.2133
Fax: 407.518.2497
Email: codeenforcement@kissimmee.gov

Owner/Violator: VICTORIA PELAEZ PINA

Mailing Address

VICTORIA PELAEZ PINA
1912 W ERNEST ST
KISSIMMEE, FL 34741

Case Number: CE-26-00589

Notice of Violation

Violation Date: 02/25/2026

Notice of Violation for the following location:

Address

1912 ERNEST ST
KISSIMMEE, FL 34741

Parcel

28-25-29-1080-000A-0035

CE Zoning District: RA-3

Description of Violation: Prohibited Accessory Dwelling

Violation: LDC SECTION 14-4-5 SCHEDULE OF USES FOR STANDARD ZONING DISTRICTS

Except as noted otherwise in this Code, regulations governing the use of land within the standard zoning districts shall be as shown in Table 4-1 for residential districts and Table 4-2 for non-residential districts. Uses of land or structures not expressly listed as permitted (P) or conditional (C) uses shall be prohibited. Uses subject to additional standards are noted with a section number on the second column. Mixed-use developments may only include uses that are specifically allowed in the applicable zoning district. If any use in a proposed mixed-use development requires conditional use approval, the entire mixed-use development must be reviewed under the conditional use process.

Whenever there is any uncertainty as to the classification of a use, the director shall determine the classification, if any, within which the use falls, based on its characteristics and similarity to other uses in the district. If a use has characteristics similar to more than one classification, the use shall be construed as the classification having the most similar characteristics. In the event that a particular use is determined not to be within an allowed defined use, then the particular use shall be prohibited.

Corrective Action: An inspection of the above-referenced property was conducted on February 25, 2026. As a result of this inspection, the property has been found to be in violation of the City of Kissimmee Land Development Code and/or General Code of Ordinances.

Specifically, the property, which is zoned RA-3, was observed to be operating two separate dwelling units, a use that is prohibited in this zone.

To bring the property into compliance, the property shall be returned to a single-family residence within thirty (30) days of receipt of this notice.

Failure to comply may result in daily Court Citation fines or City Code Enforcement Special Magistrate action(s).

Photos Taken: YES

Contact Made: YES

Owner/Violator Signature: _____

Sincerely,

Oscar Sosa
Code Enforcement Officer

Printed: 2/25/2026

Page 1 of 1

Code Enforcement Division

101 Church Street

Suite 120

Kissimmee, FL 34741

Phone: 407.518.2133

Fax: 407.518.2497

Email: codeenforcement@kissimmee.gov

Owner/Violator: VICTORIA PELAEZ PINA

Mailing Address

VICTORIA PELAEZ PINA

1912 W ERNEST ST

KISSIMMEE, FL 34741

Case Number: **CE-26-00587**

Notice of Violation

Violation Date: 02/25/2026

Notice of Violation for the following location:

Address

1912 ERNEST ST

KISSIMMEE, FL 34741

Parcel

28-25-29-1080-000A-0035

CE Zoning District: Zone 4

Description of Violation: Recreational vehicles may not be used for living purposes at the property.

Violation: LDC SECTION 14-6-14 (A) - RECREATIONAL VEHICLES & TRAILER

A. Occupied recreational vehicles and trailers.

1. Recreational vehicles used for living, sleeping, or housekeeping purposes may only be parked in a duly licensed mobile home park or campground.

2. Recreational vehicles may not be used for living, sleeping or housekeeping purposes while a mobile home is located on the site.

Corrective Action: The above property inspected this date has been found in noncompliance in accordance with the City of Kissimmee Land Development Code and/or General Code of Ordinances and must be corrected within the time listed on this notice.

Please ensure that the property is brought into compliance by removing any dwelling from the recreational vehicle within thirty (14) days of receipt of this notice.

Failure to comply may result in daily Court Citation fines or City Code Enforcement Special Magistrate action(s).

Photos Taken: YES

Contact Made: YES

Owner/Violator Signature: _____

Sincerely,

Oscar Sosa

Code Enforcement Officer

Printed: 2/25/2026

Page 1 of 1



Subject: The Osceola Chamber of Commerce – Trade Mission to South Korea
Date: 01.29.2026

TRADE MISSION TO SOUTH KOREA

Establishing the Strategic Southeast Gateway for U.S. Expansion

DATES: April 26 – May 2, 2026

LOCATION: Seoul & Incheon, South Korea

WHY JOIN THE DELEGATION?

Join The Osceola Chamber for a high-impact mission designed to position our region as a hub for innovation and international business. This mission focuses on four strategic pillars:

- **Amplify Bilateral Trade:** Direct access to export/import opportunities for Osceola-based Small and Medium Enterprises (SMEs).
- **Attract Investment:** Promote Osceola's "Be First to What's Next" environment to Korean industry leaders.
- **Strengthen Connectivity:** Advocate for the Incheon-to-Orlando (ICN-MCO) direct flight to reduce logistics costs and boost tourism.
- **Business Matching:** Dedicated B2B sessions with Korean distributors and partners.

TENTATIVE ITINERARY

Sunday, April 26: Departure

- Depart from Orlando International Airport (MCO).

Monday, April 27: Arrival & Welcome

- Arrival at Incheon International Airport (ICN).
- **Welcome Dinner:** Briefing on Florida's status as the 14th largest economy in the world.

Tuesday, April 28: Governance & Diplomacy

- **U.S. Embassy Briefing:** Economic climate update from U.S. Commercial Service Officers.
- **KBIZ Networking:** Lunch with the Korea Federation of SMEs (representing 7 million businesses).

- **Seoul City Hall:** Digital infrastructure overview to build the economic case for the ICN-MCO direct flight.

Wednesday, April 29: Corporate Investment & Trade

- **Lotte Group Executive Summit:** Meetings at Lotte World Tower regarding Retail, Hospitality, and Theme Parks.
- **KITA B2B Roundtable:** Exclusive matchmaking session with the Korea International Trade Association to meet exporters and logistics partners.
- **Evening:** "Business Beyond Borders" Networking Dinner in Gangnam.

Thursday, April 30: Innovation & Economic Zones

- **LG Science Park:** Tour of the R&D hub (Magok District) focusing on Clean Energy and EV Infrastructure.
- **Incheon Free Economic Zone (IFEZ):** Site visit to Songdo to explore tax exemption strategies and global business attraction.

Friday, May 1: Cultural Immersion

- **Heritage Tour:** Gyeongbokgung Palace & National Folk Museum to understand the concept of "Inhwa" (harmony) in business negotiations.
- **Seoul Landmarks:** City tour followed by a traditional Korean BBQ Farewell Dinner.

Saturday, May 2: Departure

- Final Debrief and return flight from ICN to MCO.

PARTICIPATION DETAILS

Total Registration Fee: \$6,250 per person *Includes:*

- 5 Nights Lodging (4-star business hotel).
- All scheduled business meals & dining.
- Ground travel (dedicated coach & drivers).
- Business services (Matchmaking fees & translators).
- Cultural sightseeing and entry fees.

Note: Airfare is estimated at approx. \$1,850 (Premium Economy) and is subject to change total fee.

Limited Space Available (Max 20 Participants)

Secure Your Spot Today! Contact John Newstreet at JNewstreet@TheOsceolaChamber.com or 407-847-0108 to register.



Rosenberg's Rules of Order

REVISED 2011

Simple Rules of Parliamentary Procedure for the 21st Century

By Judge Dave Rosenberg



MISSION AND CORE BELIEFS

To expand and protect local control for cities through education and advocacy to enhance the quality of life for all Californians.

VISION

To be recognized and respected as the leading advocate for the common interests of California's cities.

About the League of California Cities

Established in 1898, the League of California Cities is a member organization that represents California's incorporated cities. The League strives to protect the local authority and autonomy of city government and help California's cities effectively serve their residents. In addition to advocating on cities' behalf at the state capitol, the League provides its members with professional development programs and information resources, conducts education conferences and research, and publishes Western City magazine.

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ABOUT THE AUTHOR

Dave Rosenberg is a Superior Court Judge in Yolo County. He has served as presiding judge of his court, and as presiding judge of the Superior Court Appellate Division. He also has served as chair of the Trial Court Presiding Judges Advisory Committee (the committee composed of all 58 California presiding judges) and as an advisory member of the California Judicial Council. Prior to his appointment to the bench, Rosenberg was member of the Yolo County Board of Supervisors, where he served two terms as chair. Rosenberg also served on the Davis City Council, including two terms as mayor. He has served on the senior staff of two governors, and worked for 19 years in private law practice. Rosenberg has served as a member and chair of numerous state, regional and local boards. Rosenberg chaired the California State Lottery Commission, the California Victim Compensation and Government Claims Board, the Yolo-Solano Air Quality Management District, the Yolo County Economic Development Commission, and the Yolo County Criminal Justice Cabinet. For many years, he has taught classes on parliamentary procedure and has served as parliamentarian for large and small bodies.



TABLE OF CONTENTS

About the Authorii

Introduction2

Establishing a Quorum2

The Role of the Chair.....2

The Basic Format for an Agenda Item Discussion2

Motions in General3

The Three Basic Motions.....3

Multiple Motions Before the Body.....4

To Debate or Not to Debate.....4

Majority and Super-Majority Votes5

Counting Votes.....5

The Motion to Reconsider.....6

Courtesy and Decorum7

Special Notes About Public Input7

INTRODUCTION

The rules of procedure at meetings should be simple enough for most people to understand. Unfortunately, that has not always been the case. Virtually all clubs, associations, boards, councils and bodies follow a set of rules — *Robert's Rules of Order* — which are embodied in a small, but complex, book. Virtually no one I know has actually read this book cover to cover. Worse yet, the book was written for another time and for another purpose. If one is chairing or running a parliament, then *Robert's Rules of Order* is a dandy and quite useful handbook for procedure in that complex setting. On the other hand, if one is running a meeting of say, a five-member body with a few members of the public in attendance, a simplified version of the rules of parliamentary procedure is in order.

Hence, the birth of *Rosenberg's Rules of Order*.

What follows is my version of the rules of parliamentary procedure, based on my decades of experience chairing meetings in state and local government. These rules have been simplified for the smaller bodies we chair or in which we participate, slimmed down for the 21st Century, yet retaining the basic tenets of order to which we have grown accustomed. Interestingly enough, *Rosenberg's Rules* has found a welcoming audience. Hundreds of cities, counties, special districts, committees, boards, commissions, neighborhood associations and private corporations and companies have adopted *Rosenberg's Rules* in lieu of *Robert's Rules* because they have found them practical, logical, simple, easy to learn and user friendly.

This treatise on modern parliamentary procedure is built on a foundation supported by the following four pillars:

1. **Rules should establish order.** The first purpose of rules of parliamentary procedure is to establish a framework for the orderly conduct of meetings.
2. **Rules should be clear.** Simple rules lead to wider understanding and participation. Complex rules create two classes: those who understand and participate; and those who do not fully understand and do not fully participate.
3. **Rules should be user friendly.** That is, the rules must be simple enough that the public is invited into the body and feels that it has participated in the process.
4. **Rules should enforce the will of the majority while protecting the rights of the minority.** The ultimate purpose of rules of procedure is to encourage discussion and to facilitate decision making by the body. In a democracy, majority rules. The rules must enable the majority to express itself and fashion a result, while permitting the minority to also express itself, but not dominate, while fully participating in the process.

Establishing a Quorum

The starting point for a meeting is the establishment of a quorum. A quorum is defined as the minimum number of members of the body who must be present at a meeting for business to be legally transacted. The default rule is that a quorum is one more than half the body. For example, in a five-member body a quorum is three. When the body has three members present, it can legally transact business. If the body has less than a quorum of members present, it cannot legally transact business. And even if the body has a quorum to begin the meeting, the body can lose the quorum during the meeting when a member departs (or even when a member leaves the dais). When that occurs the body loses its ability to transact business until and unless a quorum is reestablished.

The default rule, identified above, however, gives way to a specific rule of the body that establishes a quorum. For example, the rules of a particular five-member body may indicate that a quorum is four members for that particular body. The body must follow the rules it has established for its quorum. In the absence of such a specific rule, the quorum is one more than half the members of the body.

The Role of the Chair

While all members of the body should know and understand the rules of parliamentary procedure, it is the chair of the body who is charged with applying the rules of conduct of the meeting. The chair should be well versed in those rules. For all intents and purposes, the chair makes the final ruling on the rules every time the chair states an action. In fact, all decisions by the chair are final unless overruled by the body itself.

Since the chair runs the conduct of the meeting, it is usual courtesy for the chair to play a less active role in the debate and discussion than other members of the body. This does not mean that the chair should not participate in the debate or discussion. To the contrary, as a member of the body, the chair has the full right to participate in the debate, discussion and decision-making of the body. What the chair should do, however, is strive to be the last to speak at the discussion and debate stage. The chair should not make or second a motion unless the chair is convinced that no other member of the body will do so at that point in time.

The Basic Format for an Agenda Item Discussion

Formal meetings normally have a written, often published agenda. Informal meetings may have only an oral or understood agenda. In either case, the meeting is governed by the agenda and the agenda constitutes the body's agreed-upon roadmap for the meeting. Each agenda item can be handled by the chair in the following basic format:



First, the chair should clearly announce the agenda item number and should clearly state what the agenda item subject is. The chair should then announce the format (which follows) that will be followed in considering the agenda item.

Second, following that agenda format, the chair should invite the appropriate person or persons to report on the item, including any recommendation that they might have. The appropriate person or persons may be the chair, a member of the body, a staff person, or a committee chair charged with providing input on the agenda item.

Third, the chair should ask members of the body if they have any technical questions of clarification. At this point, members of the body may ask clarifying questions to the person or persons who reported on the item, and that person or persons should be given time to respond.

Fourth, the chair should invite public comments, or if appropriate at a formal meeting, should open the public meeting for public input. If numerous members of the public indicate a desire to speak to the subject, the chair may limit the time of public speakers. At the conclusion of the public comments, the chair should announce that public input has concluded (or the public hearing, as the case may be, is closed).

Fifth, the chair should invite a motion. The chair should announce the name of the member of the body who makes the motion.

Sixth, the chair should determine if any member of the body wishes to second the motion. The chair should announce the name of the member of the body who seconds the motion. It is normally good practice for a motion to require a second before proceeding to ensure that it is not just one member of the body who is interested in a particular approach. However, a second is not an absolute requirement, and the chair can proceed with consideration and vote on a motion even when there is no second. This is a matter left to the discretion of the chair.

Seventh, if the motion is made and seconded, the chair should make sure everyone understands the motion.

This is done in one of three ways:

1. The chair can ask the maker of the motion to repeat it;
2. The chair can repeat the motion; or
3. The chair can ask the secretary or the clerk of the body to repeat the motion.

Eighth, the chair should now invite discussion of the motion by the body. If there is no desired discussion, or after the discussion has ended, the chair should announce that the body will vote on the motion. If there has been no discussion or very brief discussion, then the vote on the motion should proceed immediately and there is no need to repeat the motion. If there has been substantial discussion, then it is normally best to make sure everyone understands the motion by repeating it.

Ninth, the chair takes a vote. Simply asking for the “ayes” and then asking for the “nays” normally does this. If members of the body do not vote, then they “abstain.” Unless the rules of the body provide otherwise (or unless a super majority is required as delineated later in these rules), then a simple majority (as defined in law or the rules of the body as delineated later in these rules) determines whether the motion passes or is defeated.

Tenth, the chair should announce the result of the vote and what action (if any) the body has taken. In announcing the result, the chair should indicate the names of the members of the body, if any, who voted in the minority on the motion. This announcement might take the following form: “The motion passes by a vote of 3-2, with Smith and Jones dissenting. We have passed the motion requiring a 10-day notice for all future meetings of this body.”

Motions in General

Motions are the vehicles for decision making by a body. It is usually best to have a motion before the body prior to commencing discussion of an agenda item. This helps the body focus.

Motions are made in a simple two-step process. First, the chair should recognize the member of the body. Second, the member of the body makes a motion by preceding the member’s desired approach with the words “I move ...”

A typical motion might be: “I move that we give a 10-day notice in the future for all our meetings.”

The chair usually initiates the motion in one of three ways:

1. **Inviting the members of the body to make a motion**, for example, “A motion at this time would be in order.”
2. **Suggesting a motion to the members of the body**, “A motion would be in order that we give a 10-day notice in the future for all our meetings.”
3. **Making the motion**. As noted, the chair has every right as a member of the body to make a motion, but should normally do so only if the chair wishes to make a motion on an item but is convinced that no other member of the body is willing to step forward to do so at a particular time.

The Three Basic Motions

There are three motions that are the most common and recur often at meetings:

The basic motion. The basic motion is the one that puts forward a decision for the body’s consideration. A basic motion might be: “I move that we create a five-member committee to plan and put on our annual fundraiser.”



The motion to amend. If a member wants to change a basic motion that is before the body, they would move to amend it. A motion to amend might be: “I move that we amend the motion to have a 10-member committee.” A motion to amend takes the basic motion that is before the body and seeks to change it in some way.

The substitute motion. If a member wants to completely do away with the basic motion that is before the body, and put a new motion before the body, they would move a substitute motion. A substitute motion might be: “I move a substitute motion that we cancel the annual fundraiser this year.”

“Motions to amend” and “substitute motions” are often confused, but they are quite different, and their effect (if passed) is quite different. A motion to amend seeks to retain the basic motion on the floor, but modify it in some way. A substitute motion seeks to throw out the basic motion on the floor, and substitute a new and different motion for it. The decision as to whether a motion is really a “motion to amend” or a “substitute motion” is left to the chair. So if a member makes what that member calls a “motion to amend,” but the chair determines that it is really a “substitute motion,” then the chair’s designation governs.

A “friendly amendment” is a practical parliamentary tool that is simple, informal, saves time and avoids bogging a meeting down with numerous formal motions. It works in the following way: In the discussion on a pending motion, it may appear that a change to the motion is desirable or may win support for the motion from some members. When that happens, a member who has the floor may simply say, “I want to suggest a friendly amendment to the motion.” The member suggests the friendly amendment, and if the maker and the person who seconded the motion pending on the floor accepts the friendly amendment, that now becomes the pending motion on the floor. If either the maker or the person who seconded rejects the proposed friendly amendment, then the proposer can formally move to amend.

Multiple Motions Before the Body

There can be up to three motions on the floor at the same time. The chair can reject a fourth motion until the chair has dealt with the three that are on the floor and has resolved them. This rule has practical value. More than three motions on the floor at any given time is confusing and unwieldy for almost everyone, including the chair.

When there are two or three motions on the floor (after motions and seconds) at the same time, the vote should proceed *first* on the *last* motion that is made. For example, assume the first motion is a basic “motion to have a five-member committee to plan and put on our annual fundraiser.” During the discussion of this motion, a member might make a second motion to “amend the main motion to have a 10-member committee, not a five-member committee to plan and put on our annual fundraiser.” And perhaps, during that discussion, a member makes yet a third motion as a “substitute motion that we not have an annual fundraiser this year.” The proper procedure would be as follows:

First, the chair would deal with the *third* (the last) motion on the floor, the substitute motion. After discussion and debate, a vote would be taken first on the third motion. If the substitute motion *passed*, it would be a substitute for the basic motion and would eliminate it. The first motion would be moot, as would the second motion (which sought to amend the first motion), and the action on the agenda item would be completed on the passage by the body of the third motion (the substitute motion). No vote would be taken on the first or second motions.

Second, if the substitute motion *failed*, the chair would then deal with the second (now the last) motion on the floor, the motion to amend. The discussion and debate would focus strictly on the amendment (should the committee be five or 10 members). If the motion to amend *passed*, the chair would then move to consider the main motion (the first motion) as *amended*. If the motion to amend *failed*, the chair would then move to consider the main motion (the first motion) in its original format, not amended.

Third, the chair would now deal with the first motion that was placed on the floor. The original motion would either be in its original format (five-member committee), or if *amended*, would be in its amended format (10-member committee). The question on the floor for discussion and decision would be whether a committee should plan and put on the annual fundraiser.

To Debate or Not to Debate

The basic rule of motions is that they are subject to discussion and debate. Accordingly, basic motions, motions to amend, and substitute motions are all eligible, each in their turn, for full discussion before and by the body. The debate can continue as long as members of the body wish to discuss an item, subject to the decision of the chair that it is time to move on and take action.

There are exceptions to the general rule of free and open debate on motions. The exceptions all apply when there is a desire of the body to move on. The following motions are not debatable (that is, when the following motions are made and seconded, the chair must immediately call for a vote of the body without debate on the motion):

Motion to adjourn. This motion, if passed, requires the body to immediately adjourn to its next regularly scheduled meeting. It requires a simple majority vote.

Motion to recess. This motion, if passed, requires the body to immediately take a recess. Normally, the chair determines the length of the recess which may be a few minutes or an hour. It requires a simple majority vote.

Motion to fix the time to adjourn. This motion, if passed, requires the body to adjourn the meeting at the specific time set in the motion. For example, the motion might be: “I move we adjourn this meeting at midnight.” It requires a simple majority vote.



Motion to table. This motion, if passed, requires discussion of the agenda item to be halted and the agenda item to be placed on “hold.” The motion can contain a specific time in which the item can come back to the body. “I move we table this item until our regular meeting in October.” Or the motion can contain no specific time for the return of the item, in which case a motion to take the item off the table and bring it back to the body will have to be taken at a future meeting. A motion to table an item (or to bring it back to the body) requires a simple majority vote.

Motion to limit debate. The most common form of this motion is to say, “I move the previous question” or “I move the question” or “I call the question” or sometimes someone simply shouts out “question.” As a practical matter, when a member calls out one of these phrases, the chair can expedite matters by treating it as a “request” rather than as a formal motion. The chair can simply inquire of the body, “any further discussion?” If no one wishes to have further discussion, then the chair can go right to the pending motion that is on the floor. However, if even one person wishes to discuss the pending motion further, then at that point, the chair should treat the call for the “question” as a formal motion, and proceed to it.

When a member of the body makes such a motion (“I move the previous question”), the member is really saying: “I’ve had enough debate. Let’s get on with the vote.” When such a motion is made, the chair should ask for a second, stop debate, and vote on the motion to limit debate. The motion to limit debate requires a two-thirds vote of the body.

NOTE: A motion to limit debate could include a time limit. For example: “I move we limit debate on this agenda item to 15 minutes.” Even in this format, the motion to limit debate requires a two-thirds vote of the body. A similar motion is a *motion to object to consideration of an item*. This motion is not debatable, and if passed, precludes the body from even considering an item on the agenda. It also requires a two-thirds vote.

Majority and Super Majority Votes

In a democracy, a simple majority vote determines a question. A tie vote means the motion fails. So in a seven-member body, a vote of 4-3 passes the motion. A vote of 3-3 with one abstention means the motion fails. If one member is absent and the vote is 3-3, the motion still fails.

All motions require a simple majority, but there are a few exceptions. The exceptions come up when the body is taking an action which effectively cuts off the ability of a minority of the body to take an action or discuss an item. These extraordinary motions require a two-thirds majority (a super majority) to pass:

Motion to limit debate. Whether a member says, “I move the previous question,” or “I move the question,” or “I call the question,” or “I move to limit debate,” it all amounts to an attempt to cut off the ability of the minority to discuss an item, and it requires a two-thirds vote to pass.

Motion to close nominations. When choosing officers of the body (such as the chair), nominations are in order either from a nominating committee or from the floor of the body. A motion to close nominations effectively cuts off the right of the minority to nominate officers and it requires a two-thirds vote to pass.

Motion to object to the consideration of a question. Normally, such a motion is unnecessary since the objectionable item can be tabled or defeated straight up. However, when members of a body do not even want an item on the agenda to be considered, then such a motion is in order. It is not debatable, and it requires a two-thirds vote to pass.

Motion to suspend the rules. This motion is debatable, but requires a two-thirds vote to pass. If the body has its own rules of order, conduct or procedure, this motion allows the body to suspend the rules for a particular purpose. For example, the body (a private club) might have a rule prohibiting the attendance at meetings by non-club members. A motion to suspend the rules would be in order to allow a non-club member to attend a meeting of the club on a particular date or on a particular agenda item.

Counting Votes

The matter of counting votes starts simple, but can become complicated.

Usually, it’s pretty easy to determine whether a particular motion passed or whether it was defeated. If a simple majority vote is needed to pass a motion, then one vote more than 50 percent of the body is required. For example, in a five-member body, if the vote is three in favor and two opposed, the motion passes. If it is two in favor and three opposed, the motion is defeated.

If a two-thirds majority vote is needed to pass a motion, then how many affirmative votes are required? The simple rule of thumb is to count the “no” votes and double that count to determine how many “yes” votes are needed to pass a particular motion. For example, in a seven-member body, if two members vote “no” then the “yes” vote of at least four members is required to achieve a two-thirds majority vote to pass the motion.

What about tie votes? In the event of a tie, the motion always fails since an affirmative vote is required to pass any motion. For example, in a five-member body, if the vote is two in favor and two opposed, with one member absent, the motion is defeated.

Vote counting starts to become complicated when members vote “abstain” or in the case of a written ballot, cast a blank (or unreadable) ballot. Do these votes count, and if so, how does one count them? The starting point is always to check the statutes.

In California, for example, for an action of a board of supervisors to be valid and binding, the action must be approved by a majority of the board. (California Government Code Section 25005.) Typically, this means three of the five members of the board must vote affirmatively in favor of the action. A vote of 2-1 would not be sufficient. A vote of 3-0 with two abstentions would be sufficient. In general law cities in



California, as another example, resolutions or orders for the payment of money and all ordinances require a recorded vote of the total members of the city council. (California Government Code Section 36936.) Cities with charters may prescribe their own vote requirements. Local elected officials are always well-advised to consult with their local agency counsel on how state law may affect the vote count.

After consulting state statutes, step number two is to check the rules of the body. If the rules of the body say that you count votes of “those present” then you treat abstentions one way. However, if the rules of the body say that you count the votes of those “present and voting,” then you treat abstentions a different way. And if the rules of the body are silent on the subject, then the general rule of thumb (and default rule) is that you count all votes that are “present and voting.”

Accordingly, under the “present and voting” system, you would **NOT** count abstention votes on the motion. Members who abstain are counted for purposes of determining quorum (they are “present”), but you treat the abstention votes on the motion as if they did not exist (they are not “voting”). On the other hand, if the rules of the body specifically say that you count votes of those “present” then you **DO** count abstention votes both in establishing the quorum and on the motion. In this event, the abstention votes act just like “no” votes.

*How does this work in practice?
Here are a few examples.*

Assume that a five-member city council is voting on a motion that requires a simple majority vote to pass, and assume further that the body has no specific rule on counting votes. Accordingly, the default rule kicks in and we count all votes of members that are “present and voting.” If the vote on the motion is 3-2, the motion passes. If the motion is 2-2 with one abstention, the motion fails.

Assume a five-member city council voting on a motion that requires a two-thirds majority vote to pass, and further assume that the body has no specific rule on counting votes. Again, the default rule applies. If the vote is 3-2, the motion fails for lack of a two-thirds majority. If the vote is 4-1, the motion passes with a clear two-thirds majority. A vote of three “yes,” one “no” and one “abstain” also results in passage of the motion. Once again, the abstention is counted only for the purpose of determining quorum, but on the actual vote on the motion, it is as if the abstention vote never existed — so an effective 3-1 vote is clearly a two-thirds majority vote.

Now, change the scenario slightly. Assume the same five-member city council voting on a motion that requires a two-thirds majority vote to pass, but now assume that the body **DOES** have a specific rule requiring a two-thirds vote of members “present.” Under this specific rule, we must count the members present not only for quorum but also for the motion. In this scenario, any abstention has the same force and effect as if it were a “no” vote. Accordingly, if the votes were three “yes,” one “no” and one “abstain,” then the motion fails. The abstention in this case is treated like a “no” vote and effective vote of 3-2 is not enough to pass two-thirds majority muster.

Now, exactly how does a member cast an “abstention” vote?

Any time a member votes “abstain” or says, “I abstain,” that is an abstention. However, if a member votes “present” that is also treated as an abstention (the member is essentially saying, “Count me for purposes of a quorum, but my vote on the issue is abstain.”) In fact, any manifestation of intention not to vote either “yes” or “no” on the pending motion may be treated by the chair as an abstention. If written ballots are cast, a blank or unreadable ballot is counted as an abstention as well.

Can a member vote “absent” or “count me as absent?” Interesting question. The ruling on this is up to the chair. The better approach is for the chair to count this as if the member had left his/her chair and is actually “absent.” That, of course, affects the quorum. However, the chair may also treat this as a vote to abstain, particularly if the person does not actually leave the dais.

The Motion to Reconsider

There is a special and unique motion that requires a bit of explanation all by itself; the motion to reconsider. A tenet of parliamentary procedure is finality. After vigorous discussion, debate and a vote, there must be some closure to the issue. And so, after a vote is taken, the matter is deemed closed, subject only to reopening if a proper motion to consider is made and passed.

A motion to reconsider requires a majority vote to pass like other garden-variety motions, but there are two special rules that apply only to the motion to reconsider.

First, is the matter of timing. A motion to reconsider must be made at the meeting where the item was first voted upon. A motion to reconsider made at a later time is untimely. (The body, however, can always vote to suspend the rules and, by a two-thirds majority, allow a motion to reconsider to be made at another time.)

Second, a motion to reconsider may be made only by certain members of the body. Accordingly, a motion to reconsider may be made only by a member who voted in the majority on the original motion. If such a member has a change of heart, he or she may make the motion to reconsider (any other member of the body — including a member who voted in the minority on the original motion — may second the motion). If a member who voted in the minority seeks to make the motion to reconsider, it must be ruled out of order. The purpose of this rule is finality. If a member of minority could make a motion to reconsider, then the item could be brought back to the body again and again, which would defeat the purpose of finality.

If the motion to reconsider passes, then the original matter is back before the body, and a new original motion is in order. The matter may be discussed and debated as if it were on the floor for the first time.



Courtesy and Decorum

The rules of order are meant to create an atmosphere where the members of the body and the members of the public can attend to business efficiently, fairly and with full participation. At the same time, it is up to the chair and the members of the body to maintain common courtesy and decorum. Unless the setting is very informal, it is always best for only one person at a time to have the floor, and it is always best for every speaker to be first recognized by the chair before proceeding to speak.

The chair should always ensure that debate and discussion of an agenda item focuses on the item and the policy in question, not the personalities of the members of the body. Debate on policy is healthy, debate on personalities is not. The chair has the right to cut off discussion that is too personal, is too loud, or is too crude.

Debate and discussion should be focused, but free and open. In the interest of time, the chair may, however, limit the time allotted to speakers, including members of the body.

Can a member of the body interrupt the speaker? The general rule is “no.” There are, however, exceptions. A speaker may be interrupted for the following reasons:

Privilege. The proper interruption would be, “point of privilege.” The chair would then ask the interrupter to “state your point.” Appropriate points of privilege relate to anything that would interfere with the normal comfort of the meeting. For example, the room may be too hot or too cold, or a blowing fan might interfere with a person’s ability to hear.

Order. The proper interruption would be, “point of order.” Again, the chair would ask the interrupter to “state your point.” Appropriate points of order relate to anything that would not be considered appropriate conduct of the meeting. For example, if the chair moved on to a vote on a motion that permits debate without allowing that discussion or debate.

Appeal. If the chair makes a ruling that a member of the body disagrees with, that member may appeal the ruling of the chair. If the motion is seconded, and after debate, if it passes by a simple majority vote, then the ruling of the chair is deemed reversed.

Call for orders of the day. This is simply another way of saying, “return to the agenda.” If a member believes that the body has drifted from the agreed-upon agenda, such a call may be made. It does not require a vote, and when the chair discovers that the agenda has not been followed, the chair simply reminds the body to return to the agenda item properly before them. If the chair fails to do so, the chair’s determination may be appealed.

Withdraw a motion. During debate and discussion of a motion, the maker of the motion on the floor, at any time, may interrupt a speaker to withdraw his or her motion from the floor. The motion is immediately deemed withdrawn, although the chair may ask the person who seconded the motion if he or she wishes to make the motion, and any other member may make the motion if properly recognized.

Special Notes About Public Input

The rules outlined above will help make meetings very public-friendly. But in addition, and particularly for the chair, it is wise to remember three special rules that apply to each agenda item:

Rule One: Tell the public what the body will be doing.

Rule Two: Keep the public informed while the body is doing it.

Rule Three: When the body has acted, tell the public what the body did.



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CITY OF
KISSIMMEE
1883

NEW VENDOR REQUEST

(Please forward completed form with W-9 to Purchasing
and completed EPayable or EFT Enrollment Form)

Vendor Name Adanse LLC

Vendor Address 17-19 Broadway

City Kissimmee ST FL Zip 34741

Commodity Events and Entertainment

Remit To Address 17-19 Broadway

City Kissimmee ST FL Zip 34741

Contact Eva Jacquelyn Espinosa

Phone Number Current Commissioner's Partial Home
Address / Telephone Numbers

Fax Number _____

Requestor: _____

Department: _____ Phone _____

Requisition Number: _____



W-9 Form Must Be Attached

COK- FINANCE-VNDREQ(APRIL 2019) rev

EPayable



EFT



AFFIDAVIT

Before me, a notary public, in and for the State of Florida – at large,
personally appeared, Eva J Espinosa, and having first made due oath or affirmation,
states: (Write Name Here)

1. My name is Eva J Espinosa
(Write Name Here)

2. I am the owner of Adanse LLC
(Insert Job Title) (Insert Company Name)

3. The Company was formed in 02/2017 and is a LLC
(Country and State) (List the Type of Entity (ex.: LLC, Inc., etc.))

4. I am duly authorized and empowered and have sufficient knowledge to execute and deliver this Affidavit.

5. I affirm that the Company is not:

- a. Owned or controlled by the government of the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively and individually, a Foreign Country of Concern), including any agency of or any other entity of significant control of such Foreign Country of Concern. Where 'controlled by' means *having possession of the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise; or a person or entity that directly or indirectly has the right to vote 25 percent or more of the voting interests of the company or that is entitled to 25 percent or more of its profits is presumed to control the foreign entity; or*
- b. A partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a Foreign Country of Concern, or a subsidiary of such entity.

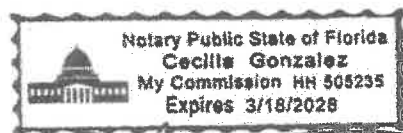
Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

(Signature of Affiant)

The foregoing instrument was acknowledged before me this 27th day of October,
(Insert Day) (Insert Month)

2025, by Eva J Espinosa.

(Insert Year) (Insert Name of Affiant)



Personally known _____
OR Produced Identification driver license
Type of Identification Provided _____

PRINT, TYPE OR STAMP NAME OF NOTARY

KISSIMMEE

WORK. PLAY. VACATION. HOME. COMMUNITY.

VENDOR AUTHORIZATION AGREEMENT FOR ELECTRONIC FUNDS TRANSFER (DEPOSIT)

I hereby authorize The City Of Kissimmee to initiate deposit entries to my checking/saving account indicated below.

A PRENOTIFICATION WILL BE SENT TO YOUR BANK FOR THE FIRST PAYMENT AND YOU WILL RECEIVE A REGULAR CHECK - THEREAFTER FUNDS WILL BE DEPOSITED DIRECTLY INTO YOUR ACCOUNT

This authority is to remain in full force and effect until The City Of Kissimmee has received written notification from the vendor of its termination, in such time and in such manner as to afford the company a reasonable opportunity to act on or until The City Of Kissimmee has sent me ten (10) days written notice of The City Of Kissimmee's termination of the agreement.

VENDOR NAME	Adanse LLC	DATE	10/25/2025
REMIT TO ADDRESS	19 Broadway		
CITY	Kissimmee, FL 34741	STATE	FL ZIP 34741
CONTACT NAME	Eva J. Espinosa	PHONE #	Current Commissioner's
EMAIL ADDRESS	info@jaslene.com		
(Required for notification of funds deposited to your account and listing of invoices paid)			
TAX PAYER ID #	Tax Information / Federal		
SIGNATURE			
BANK RE: SOUTHSTATE			
BANK ADDRESS	349 w. Oak Street		
CITY	Kissimmee	STATE	FL ZIP 34741 PHONE # 407.847.3800
ACH ROUTING NUMBER	Tax Information / Federal		
ACCOUNT NUMBER	Bank Account Information		

ADANSE LLC
19 BROADWAY
KISSIMMEE FL 34741

6010

PAY TO THE
ORDER OF

\$

DOLLARS

COK-

 **SOUTH STATE**
BANK

Bank Account Information

VENDOR #
ENTERED BY:
Date:

Form

W-9

(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

(Do not enter on tax return). Name is required on this line; do not leave this line blank.

Tax Information / Federal

Public Records Exemptions

Enclosed please find a copy of the response documents for your public records request. The following information is provided to explain the process employed to review and produce the response documents.

Reason	Description	Pages
Bank Account Information	F.S. 119.071(5)(b) - Bank, debit, charge, and credit card numbers are exempt.	3
Current Commissioner's Partial Home Address / Telephone Numbers	F.S. 119.071(4)(d)(2)(z): The partial home addresses and telephone numbers of Public Officers are exempt. "Public Officer" means the Governor, Lt. Governor, the elected State Cabinet Members (the Chief Financial Officer, Attorney General, and Agriculture Commissioner), and elected state and local officials (state representatives and senators, the county property appraiser, the county supervisor of elections, the school superintendent, school board members, and any mayor, city commissioner, or county commissioner). "Partial home address" means the physical address, mailing address, street address, parcel identification number, plot identification number, legal property description, neighborhood name and lot number, GPS coordinates, and any other descriptive property information that may reveal the partial home address, except the city and zip code.	1, 3
Tax Information / Federal	F.S.S. 192.105(1) - Unlawful disclosure of federal tax information; penalty. It is unlawful for any person to divulge or make known federal tax information obtained pursuant to 26 U.S.C. s. 6103, except in accordance with a proper judicial order or as otherwise provided by law for use in the administration of the tax laws of this state, and such information is confidential and exempt from the provisions of s. 119.07(1).	3-4

Hardship letter:

Adanse, LLC.

Please note the following income trend:

2019 = \$63,812

2020 = \$103,645 We started with an upward trend, we were set to make close to 250K in sales for the company but then COVID.

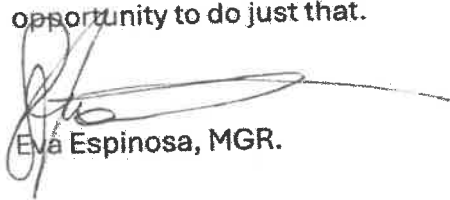
2021 = \$57,348 Reflecting almost a 50% decrease in sales

2022 = \$87,679 we started climbing our way back to a better sales scenario

2023 = \$202,826 Almost making our goal to pre covid scenario

2024 = \$133,172 Once again feeling the affects of the aftermath as we invested in marketing and select items and added our catering options.

The marketing for this type of company is crucial and this grant will certainly allow us the opportunity to do just that.



Eva Espinosa, MGR.

A. Contact Information

Completed by info@kissimmediner.com on 9/17/2025 12:28 PM

Case Id: 31059

Name: Adanse, llc - 2025

Address: 17-19 Broadway Avenue, Kissimmee, FL 34741

A. Contact Information

Please provide the following information.

PRIMARY OWNER INFORMATION

A.1. First Name

Eva

A.2. Middle Name

A.3. Last Name

Espinosa

A.4. Home Address

120 Broadway Ave KISSIMMEE, FL 34741

A.5. Phone

Current Commissioner's Partial
Home Address / Telephone

A.6. Email

info@jackieespinosa.com

A.7. Percent of Ownership

100.00%

CO-OWNER INFORMATION

A.8. First Name

A.9. Middle Name

A.10. Last Name

A.11. Home Address

A.12. Phone

A.13. Email

A.14. Percent of Ownership

0.00%

Public Records Exemptions

Enclosed please find a copy of the response documents for your public records request. The following information is provided to explain the process employed to review and produce the response documents.

Reason	Description	Pages
Current Commissioner's Partial Home Address / Telephone Numbers	F.S. 119.071(4)(d)(2)(z): The partial home addresses and telephone numbers of Public Officers are exempt. "Public Officer" means the Governor, Lt. Governor, the elected State Cabinet Members (the Chief Financial Officer, Attorney General, and Agriculture Commissioner), and elected state and local officials (state representatives and senators, the county property appraiser, the county supervisor of elections, the school superintendent, school board members, and any mayor, city commissioner, or county commissioner). "Partial home address" means the physical address, mailing address, street address, parcel identification number, plot identification number, legal property description, neighborhood name and lot number, GPS coordinates, and any other descriptive property information that may reveal the partial home address, except the city and zip code.	1

Florida Commercial Lease Agreement

This Commercial Lease Agreement ("Lease") is made and effective **01-01-2025** by and between **Espinosa Family Trust ("Landlord")** and **Adanse LLC and Jallene Espinosa and Eva Jacquelyn Espinosa ("Tenant")**.

Landlord is the owner of land and improvements commonly known and numbered as **17-19 Broadway Avenue Kissimmee, FL 34741** and legally described as follows (the "Building"):

Landlord makes available for lease **6,628Sq Ft** a portion of the Building designated as **17-19 Broadway** (the "Leased Premises").

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

1. Term.

A. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning **01-01-2025** and ending **12-31-2025**. Landlord shall use its best efforts to give Tenant possession as nearly as possible at the beginning of the Lease term. If the landlord is unable to timely provide the Leased Premises, rent shall abate for the period of delay. Tenants shall make no other claim against the Landlord for any such delay.

B. Tenants may renew the lease for one extended term of **1 year**. Tenants shall exercise such renewal option, if at all, by giving written notice to the Landlord not less than ninety (90) days prior to the expiration of the Initial Term. The renewal term shall be at the rental set forth below and otherwise upon the same covenants, conditions and provisions as provided in this Lease.

2. Rental.

A. Tenant shall pay to the Landlord during the Initial Term rental of **\$36,000.00** per year, payable in installments of **\$3,000.00** per month. Each installment payment shall be due in advance on the first day of each calendar month during the lease term to Landlord at **120 Broadway Avenue Kissimmee, FL 34741 Suite 101** or at such other place designated by written notice from Landlord or Tenant. The rental payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis. Tenants shall also pay to the Landlord a "Security Deposit" in the amount of **\$0.00**.

A 10% LATE FEE WILL APPLY TO ALL PAYMENTS PAID AFTER THE 5TH OF THE MONTH...

3. Use Office use only.

Notwithstanding the forgoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

4. Sublease and Assignment.

Tenant shall have the right without Landlord's consent, to assign this Lease to a corporation with which Tenant may merge or consolidate, to any subsidiary of Tenant, to any corporation under common control with Tenant, or to a purchaser of substantially all of Tenant's assets. Except as set forth above, Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's consent, such consent not to be unreasonably withheld or delayed.

5. Repairs.

During the Lease term, Tenant shall make, at Tenant's expense, all necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy, except for major mechanical systems or the roof, subject to the obligations of the parties otherwise set forth in this Lease.

6. Alterations and Improvements.

Tenant, at Tenant's expense, shall have the right following Landlord's consent to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense.

7. Property Taxes.

Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term on the Leased Premises, and all personal property taxes with respect to Landlord's personal property, if any, on the Leased Premises. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises.

8. Insurance.

A. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

B. Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

C. Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Leased Premises or the Building

9. Utilities.

Tenant shall pay all charges for water, sewer, gas, electricity, telephone and other services and utilities used by Tenant on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by the Landlord. In the event that any utility or service provided to the Leased Premises is not separately metered, Landlord shall pay the amount due and separately invoice Tenant for Tenant's pro rata share of the charges. Tenants shall pay such amounts within fifteen (15) days of invoice. Tenant acknowledges that the Leased Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenants shall not use any equipment or devices that utilize excessive electrical energy or which may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

10. Signs.

Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Landlords shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

11. Entry.

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

12. Parking.

During the term of this Lease, Tenant shall have the non-exclusive use in common with Landlord, other tenants of the Building, their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord. Landlord reserves the right to designate parking areas within the Building or in reasonable proximity thereto, for Tenant and Tenant's agents and employees. Tenant shall provide Landlord with a list of all license numbers for the cars owned by Tenant, its agents and employees. Separated structured parking, if any, located about the Building is reserved for tenants of the Building who rent such parking spaces. Tenant hereby leases from Landlord ~~-0-~~ spaces in such structural parking areas, such spaces to be on a first come-first served basis. In consideration of the leasing to Tenant of such spaces, Tenant shall pay a monthly rental of ~~\$0.00~~ per space throughout the term of the Lease. Such rental shall be due and payable each month without demand at the time herein set for the payment of other monthly rentals, in addition to such other rentals.

13. Building Rules.

Tenant will comply with the rules of the Building adopted and altered by Landlord from time to time and will cause all of its agents, employees, invitees and visitors to do so; all changes to such rules will be sent by Landlord to Tenant in writing. The initial rules for the Building are attached hereto as Exhibit "A" and incorporated herein for all purposes.

14. Damage and Destruction.

Subject to Section 8 A. above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, ~~inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.~~

15. Default.

If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord

without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlords shall use reasonable efforts to mitigate its damages.

16. Quiet Possession.

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

17. Condemnation.

If any legally, constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

18. Subordination.

Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Leased Premises, or upon the Building and to any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Leased Premises of the Building, and Tenant agrees upon demand to execute such further instruments subordinating this Lease or attorning to the holder of any such liens as Landlord may request. In the event that Tenant should fail to execute any instrument of subordination herein required to be executed by Tenant promptly as requested, Tenant hereby irrevocably constitutes Landlord as its attorney-in-fact to execute such instrument in Tenant's name, place and stead, it being agreed that such power is one coupled with an interest. Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

19. Security Deposit.

The Security Deposit shall be held by Landlord without liability for interest and as security for the performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that the Security Deposit shall not be considered an advance payment of rental or a measure of Landlord's damages in case of default by Tenant. Unless otherwise provided by mandatory non-waivable law or regulation, Landlord may commingle the Security Deposit with Landlord's other funds. Landlords may, from time to time, without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any arrearages of rent or to satisfy any other covenant or obligation of Tenant hereunder. Following any such application of the Security Deposit, Tenant shall pay to the Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. If Tenant is not in default at the termination of this Lease, the balance of the Security Deposit remaining after any such application shall be returned by Landlord to Tenant. If Landlord transfers its interest in the Premises during the term of this Lease, Landlord may assign the Security Deposit to the transferee and thereafter shall have no further liability for the return of such Security Deposit.

20. Notice.

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

Jorge Espinosa

120 Broadway Avenue

Kissimmee, FL 34741
[Landlord's Address]

If to Tenant to:

Adanse, LLC

17-19 Broadway Avenue

Kissimmee, FL 34741
[Tenant's Address]

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

21. **Brokers.**

Tenant represents that Tenant was not shown the Premises by any real estate broker or agent and that Tenant has not otherwise engaged in any activity which could form the basis for a claim for real estate commission, brokerage fee, finder's fee or other similar charge, in connection with this Lease.

22. **Waiver.**

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

23. **Memorandum of Lease.**

The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

24. Headings.

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

25. Successors.

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

26. Consent.

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

27. Performance.

If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, and if the default continues more than fifteen (15) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures, together with interest thereon at a rate equal to the lesser of twelve percent (12%) per annum or the then highest lawful rate. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the un reimbursed balance plus accrued interest to Tenant on demand.

28. Compliance with Law.

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

29. Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

30. Governing Law.

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Florida.

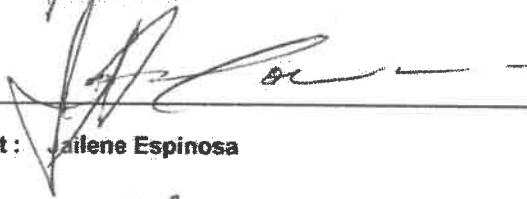
IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.



Landlord : Espinosa Family Trust



Tenant : Adanse, LLC



Tenant : Jailene Espinosa



Tenant : Eva Jacquelyn Espinosa

Prepared by:
Tammy M. Bowers
Fidelity Land Title & Escrow
908 Mabbette Street
Kissimmee, Florida 34741
File Number: F04-1136

LARRY WHALEY 2P
OSCEOLA COUNTY, FLORIDA
CLERK OF CIRCUIT COURT
CL 2004084968 OR 2498/2784
HLG Date 04/29/2004 Time 14:28:06
DOC STAMPS: 6,825.00

General Warranty Deed

Made this April 28, 2004 A.D. By Richard T. Pearce, a married man and George Y. Ganeke, Jr., a married man, 92-990 Puanihi St., Kapolei, HI 96707-1323, hereinafter called the grantor, to Jorge E. Espinosa and Eva J. Espinosa, husband and wife, whose post office address is:
14136 Vasconia Ct., Orlando, Florida 32837
hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and their heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Osceola County, Florida, viz:

See Attached Schedule A

Said property is not the homestead of the Grantor(s) under the laws and constitution of the State of Florida in that neither Grantor(s) or any members of the household of Grantor(s) reside thereon.

Parcel ID Number 222529217000190010

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

To Have and to Hold the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2003

In Witness Whereof said grantor has signed and sealed these presents the day and year first above written.

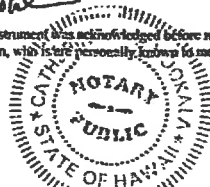
Signed, sealed and delivered in our presence:

Rhonda Lipke
Witness Printed Name: Rhonda Lipke
Stephanie Durkin
Witness Printed Name: Stephanie Durkin

Richard T. Pearce (Seal)
Richard T. Pearce
Address: 92-990 Puanihi St., Kapolei, HI 96707-1323
George Y. Ganeke, Jr. (Seal)
George Y. Ganeke, Jr.
Address: 2174 Kaimo Maui Dr., Pearl City, HI 96782

State of Hawaii
County of Honolulu

The foregoing instrument was acknowledged before me this April 28, 2004, by Richard T. Pearce, a married man and George Y. Ganeke, Jr., a married man, who is personally known to me or who has produced as identification.



Catherine D. K. Hookala
Notary Public
First Name: Catherine D. K. Hookala
My Commission Expires: 8-26-05

DEED Individual Warranty Deed with Non-Homestead Legal as Schedule A
Client's Choice

Prepared by & Return To:
Jazmin Vazquez-Rolon
Simply Title, LLC
323 Pleasant Street
Kissimmee, FL 34741

AFFIDAVIT OF CERTIFICATION OF TRUST

Florida Statute §736.1017

BEFORE ME, personally appeared, **Jorge E. Espinosa and Eva J. Espinosa, Husband and Wife, Individually and as Trustees, under Espinosa Family Trust dated March 25th, 2023,** and who, being duly sworn does, swear, and certify on this 10th day of May 2024 as follows:

1. Affiants are over 18 years of age and have personal knowledge of the facts stated herein this Affidavit of Certification of Trust.
2. Affiants hereby certify that Affiants have read the full facts of this Affidavit of Certification of Trust and fully understand its context.

Affiants are (the "Trustees") under that unrecorded Espinosa Family Trust dated March 25th, 2023 (the "Trust").

1. The Trust was executed on March 25th, 2023, and is valid, in good standing, and currently exists.
2. The Settlers of the Trust are Jorge E. Espinosa and Eva J. Espinosa as Trustees.
3. The current name(s) and address(es) of the current trustee(s) is/are Jorge E. Espinosa and Eva J. Espinosa who resides at Current Kissimmee, FL 34741.
4. The Trustee is the owner of and has the power to sell, refinance, convey, purchase, encumber all real property owned by the Trust pursuant to the portions of the Trust attached here as and made a part hereof by reference.

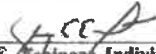
BEGINNING AT THE NORTH CORNER OF LOT 7, BLOCK 10, OF THE SOUTH FLORIDA RAILROAD COMPANY'S PLOT OF THE TOWN OF KISSIMMEE CITY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK A, PAGE 3, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, AND RUN THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE NORTHEAST BOUNDARY OF SAID LOT TO BROADWAY STREET; THENCE IN A SOUTHWESTERLY DIRECTION ALONG SAID BROADWAY STREET 50 FEET; THENCE NORTH 47 DEGREES WEST TO STEWART AVENUE; THENCE NORTH ALONG STEWART AVENUE TO THE POINT OF BEGINNING. SAID LAND BEING THE MOST NORTHEASTERLY 50 FEET OF LOT 7, BLOCK 10 OF SOUTH FLORIDA RAILROAD COMPANY'S PLOT OF THE TOWN OF KISSIMMEE CITY.

5. The Trust has not been revoked in any manner that would cause the representations contained in this Affidavit of Certification of Trust to be incorrect.

6. That this Affidavit is made for the purpose of inducing Simply Title, LLC and WFG National Title Insurance Company to issue a title insurance policy in connection with the Property described herein.

7. Affiants are familiar with the nature of an oath and with the penalties as provided by the laws of the State of Florida aforesaid for falsely swearing to statements made in an instrument of this nature.

FURTHER AFFIANT SAYETH NOT.


Jorge E. Espinoza Individually and as Trustee, under
Espinoza Family Trust dated March 25th, 2023.


Eva J. Espinoza Individually and as Trustee, under
Espinoza Family Trust dated March 25th, 2023.

State of Florida
County of Osceola

The foregoing instrument was sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 10th day of May, 2024 by Jorge E. Espinoza and Eva J. Espinoza, Husband and Wife, individually and as Trustees, under Espinoza Family Trust dated March 25th, 2023, who ☐ are personally known or ☒ have produced driver licenses as identification.

[Seal]



Mathew Pacheco
Notary Public
State of Florida
Commission #MH126898
Expires 5/9/2025


Notary Public

Print Name: _____

My Commission Expires: _____

Public Records Exemptions

Enclosed please find a copy of the response documents for your public records request. The following information is provided to explain the process employed to review and produce the response documents.

Reason	Description	Pages
Current Commissioner's Partial Home Address / Telephone Numbers	F.S. 119.071(4)(d)(2)(z): The partial home addresses and telephone numbers of Public Officers are exempt. "Public Officer" means the Governor, Lt. Governor, the elected State Cabinet Members (the Chief Financial Officer, Attorney General, and Agriculture Commissioner), and elected state and local officials (state representatives and senators, the county property appraiser, the county supervisor of elections, the school superintendent, school board members, and any mayor, city commissioner, or county commissioner). "Partial home address" means the physical address, mailing address, street address, parcel identification number, plot identification number, legal property description, neighborhood name and lot number, GPS coordinates, and any other descriptive property information that may reveal the partial home address, except the city and zip code.	1

ITEM 7.B

Memorandum of Understanding between City of Kissimmee and the International Association of Firefighters, Local 4208

Request

Request approval of the Memorandum of Understanding between the City of Kissimmee and the International Association of Firefighters (IAFF), Local 4208 (Contract #20240422).

Explanation

In the current collective bargaining agreement with the Kissimmee Professional Firefighters Local 4208, Article 12.2 (b) states, "However, if on April 1, 2026, the 42-hour work week schedule has not been implemented, employees shall accrue an additional 189 hours of 'fire holiday leave' for the 2026 calendar year." The City has worked diligently to implement the 42-hour workweek for our firefighters. For this effort, the Kissimmee Professional Firefighters Local 4208 has agreed to amend the terms of the article as listed in the agreed-upon memorandum of understanding outlined below:

The Parties agree to adjust the additional "fire holiday leave" accrual described in Article 12.2(b) of the Collective Bargaining Agreement as follows:

- a. The accrual of "fire holiday leave" by shift employees on January 1, 2026, and on January 1 of subsequent years will continue as negotiated and reflected in the CBA.
- b. Shift employees shall not accrue "fire holiday leave" on April 1, 2026, as negotiated and reflected in the CBA, and instead shall accrue additional "fire holiday leave" for the 2026 calendar year as specified in subsections (c) - (e) below.
- c. Effective April 1, 2026, employees will accrue an additional 150 hours of "fire holiday leave" for the 2026 calendar.
- d. If the 42-hour workweek schedule is implemented after April 25, 2026, employees shall accrue an additional 24 hours of "fire holiday leave" for the 2026 calendar year on May 30, 2026.
- e. If on May 30, 2026, the 42-hour workweek schedule has not been implemented, employees shall accrue an additional 15 hours of "fire holiday leave" for the 2026 calendar year.

Recommendation

Approval of the Memorandum of Understanding between City of Kissimmee and IAFF.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Fire

Presenter:

Attachment(s):

1. (S)Memorandum of Understanding between COK and IAFF

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and entered into on this _____ day of _____ 2026, by and between the **CITY OF KISSIMMEE** ("City") and the **KISSIMMEE PROFESSIONAL FIREFIGHTERS LOCAL 4208** ("IAFF"). The City and the IAFF are each a "Party" hereto and collectively referred to as the "Parties."

WHEREAS, during the 2025 bargaining negotiations, the Parties agreed that, effective April 1, 2026, shift employees would transition from a 56-hour workweek schedule to a 42-hour workweek schedule, and would accrue an additional 126 hours of "fire holiday leave" for the 2026 calendar year, but would accrue 189 hours if the transition to the 42-hour workweek had not been implemented by that date; and

WHEREAS, the City has been working diligently to implement this change but has determined that additional time is necessary to complete the transition; and

WHEREAS, following discussions between the Fire Chief and the IAFF 4208 President, the Parties agreed to extend the transition deadline and further agreed to adjust the accrual of "fire holiday leave" in recognition of the additional time worked under the current 56-hour work schedule as a result of the extension; and

NOW THEREFORE BE IT RESOLVED, the Parties mutually agree to the following as it relates to the 42-hour work week schedule transition deadline:

1. The above recitals are true and correct and incorporated herein by reference.
2. The Parties agree to adjust the additional "fire holiday leave" accrual described in Article 12.2(b) of the Collective Bargaining Agreement as follows:
 - a The accrual of "fire holiday leave" by shift employees on January 1, 2026 and on January 1 of subsequent years will continue as negotiated and reflected in the CBA.
 - b Shift employees shall not accrue "fire holiday leave" on April 1, 2026 as negotiated and reflected in the CBA, and instead shall accrue additional "fire holiday leave" for the 2026 calendar year as specified in subsections (c) – (e) below.
 - c Effective April 1, 2026, employees will accrue an additional 150 hours of "fire holiday leave" for the 2026 calendar year.
 - d If the 42-hour workweek schedule is implemented after April 25, 2026, employees shall accrue an additional 24 hours of "fire holiday leave" for the 2026 calendar year on May 30, 2026.
 - e If on May 30, 2026, the 42-hour workweek schedule has not been implemented, employees shall accrue an additional 15 hours of "fire holiday leave" for the 2026 calendar year.

[SIGNATURES ON FOLLOWING PAGE.]

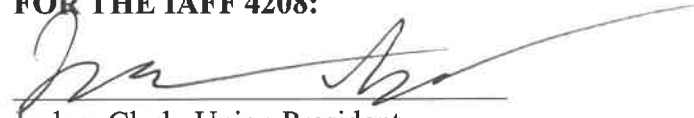
IN WITNESS WHEREOF, the Parties hereto agree to the foregoing.

Signed this ____ day of _____, 2026.

FOR THE CITY OF KISSIMMEE:

Jackie Espinosa, Mayor

FOR THE IAFF 4208:



Joshua Clark, Union President

ITEM 7.C

Agreement with Lyle Sumek and Associates for Strategic Planning Services

Request

Approval of an Agreement with Lyle Sumek and Associates to continue providing support and implementation services related to the City's strategic planning process (Contract # 20260174).

Explanation

This agreement continues the City's long-standing partnership with Lyle Sumek Associates to support the development and implementation of the City's strategic planning process. The firm has worked with the City for almost two decades and has played a key role in strengthening the disciplined planning framework that has helped the City maintain focus, align priorities, and stay on track through changing conditions and leadership. Continuing this relationship is intended to preserve consistency and momentum, ensuring the City's strategic efforts remain structured, outcome-driven, and aligned with Commission direction and organizational priorities.

Under this agreement, the consultant will continue facilitating the City's annual strategic planning process and providing ongoing support to keep the Strategic Plan current and actionable. Services include guiding leadership through priority-setting, documenting results, and providing advisory support to help translate strategic direction into measurable initiatives and operational focus. The intent is to ensure the Strategic Plan remains a practical management tool that informs decision-making, resource allocation, and organizational performance throughout the year.

Recommendation

Approve the single-source agreement with Lyle Sumek Associates, Inc. to continue professional services supporting the City's strategic planning process, and authorize the City Manager to execute the agreement, execute any related future documents consistent with the approved terms, and authorize annual expenditures for such services subject to budget availability for the length of the agreement.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Manager

Presenter:

Attachment(s):

1. (S) Single Source Agreement with Lyle Sumek

**AGREEMENT BETWEEN
CITY OF KISSIMMEE
AND
LYLE SUMEK ASSOCIATES, INC**

THIS AGREEMENT is made this _____ day of _____, 2026 (“Agreement”) by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741, hereinafter “CITY”, and **LYLE SUMEK ASSOCIATES, INC.**, whose address is 411 N. New River Drive, Fort Lauderdale, Florida, 33301, hereinafter “CONSULTANT”, collectively hereinafter the “Parties”, and each represents as follows:

WITNESSETH

WHEREAS, the City is in need of a qualified Consultant to provide professional services for the creation and maintenance of the City’s Strategic Planning Process; and

WHEREAS, pursuant to the City’s Purchasing Manual, the City may procure goods and services from a single source when the City selects a vendor for substantial reasons; and

WHEREAS, the City’s Purchasing Manual, states that “continuation of previous work” is an acceptable substantial reason to procure goods or services from a single source; and

WHEREAS, Lyle Sumek has served as a consultant to the City in the creation and maintenance of the City’s Strategic Planning Process since 1998, and this contractual relationship has continued to the present date; and

WHEREAS, the Parties have determined that entering into a contract memorializing services related to the City’s Strategic Planning Process is economically advantageous and in the best interests of the Parties

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 specifically incorporated herein.
2. **SERVICES.** Consultant must perform all work for the City required by the General Scope of Work set forth in **Exhibit “A”** (hereinafter “Services”).

3. **TERM.** The term of this Agreement shall be for sixty (60) months beginning on the date that this Agreement is fully executed. Upon mutual agreement of the Parties, this Agreement may be renewed on an annual basis for two additional two (2) year periods.
4. **PAYMENT.** Consultant shall be compensated at the hourly rate mutually agreed upon by the Parties for the year in which the services are rendered. The Parties acknowledge that the hourly rate may be adjusted on an annual basis. Consultant shall submit invoices to the City itemizing all services performed, expenses incurred, and any other services utilized by the City. Upon review and approval of the Consultant's invoice and verification that services have been rendered in conformity with this Agreement, the City, shall pay Consultant in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Consultant 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 Consultant shall be paid pro rata for all services performed, materials purchased, and administrative costs incurred to the effective date of termination.
5. **CONSULTANT'S REPRESENTATIONS.** In order to induce City to enter into this Agreement, Consultant makes the following representations, upon which the City has actually and justifiably relied:
 - 5.1. That Consultant has the experience, expertise, and resources to perform all required Services.
 - 5.2. That Consultant has at least a fair representative sample of the Services and is satisfied as to the general and common conditions that may affect cost, progress, performance or furnishing of the Services that may be performed pursuant to this Agreement.
 - 5.3. That Consultant is familiar with and can and shall comply with all federal, state, and local laws and regulations, if any, that may affect cost, progress, performance, and furnishing of the Services to be performed pursuant to this Agreement.
 - 5.4. The Consultant is an entity duly organized and existing in good standing under the laws of the State of Florida with full right and authority to do business within the State of Florida.
 - 5.5. The Consultant has the full right and authority to enter into this Agreement and perform its obligations in accordance with its term.
 - 5.6. The Consultant now has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

5.7. The Consultant shall, at no additional cost to the City, re-perform those Services which fail to satisfy the foregoing standard of care, the requirements.

6. **INSURANCE.** Vendor shall be responsible for all damages to person or property that occur on the as a result of Vendor's fault or negligence in connection with this Agreement. Vendor shall, before commencing work, furnish evidence to the CRA and/or the City of Kissimmee of the required insurance requirement naming the CRA and/or the City of Kissimmee as additional insured:

- a. **Workers Compensation.** As may be statutorily required by Chapter 440, Florida Statutes, or any other applicable state or federal laws, the Vendor will provide Workers' Compensation coverage for all employees at the site location, based on statutory limits.
- b. **Additional Insurance Requirements.** The Vendors have requested, and the City has agreed, to waive additional insurance requirements, due to the small nature of the service being provided to the City and the Vendors' enterprises being a sole proprietorship. Such waiver shall not be interpreted as limiting Vendors' liability or obligations under this Agreement. The City does not in any way represent that the Vendors' lack of insurance is a waiver of Vendors' interests or liabilities from claims that may arise out of or resulting from the negligent acts, errors or omissions of Vendors, any of its agents, subcontractors or for anyone whose negligent act(s) Vendors may be liable.

7. **TERMINATION OF AGREEMENT.**

7.1 **Termination for Cause:** In the event the Consultant shall default or otherwise violate any of the terms, obligations, restrictions or conditions of this Agreement, the City shall give the Consultant written notice of the default and that such default shall be corrected within fifteen (15) business days of the date of the written notice. In the event the Consultant fails to correct the condition(s) of the default within the aforementioned timeframe, the City shall have all legal remedies available to it, including but not limited to, termination of this Agreement for cause. Unless the default is corrected within fifteen (15) business days, or within a timeframe agreed to by the City, in such instance, the City may terminate the Agreement for cause by giving notice of termination to the Consultant, and the Consultant shall immediately cease working for the City and only be paid for all Services properly performed to the date of termination.

7.2 **Termination for Convenience of City:** The City for any reason may terminate this Agreement at any time by giving at least thirty (30) days written notice to the Consultant. Notwithstanding, the City may terminate this Agreement immediately upon any lapse in the insurance coverage to be retained by the Consultant, or failure to fulfill any of the insurance requirements as provided herein. In this event, Consultant

shall be entitled to compensation for any satisfactory Services completed prior to termination in accordance with this Agreement.

7.3 Termination for Convenience of Consultant: This Agreement may be terminated by the Consultant by either: (a) mutual consent of both Parties; or (b) upon ninety (90) days written notice delivered by certified mail, return receipt requested to the City.

7.4 Effect of Termination: In the event this Agreement is terminated for any reason, finished or unfinished documents, data, studies, correspondence, reports and other products prepared by or for Consultant under this Agreement shall be made available to and for the exclusive use of the City at no additional cost to the City. The Consultant shall immediately discontinue all affected Services unless a notice directs otherwise. Unless in dispute or subject to the City's remedy, the Consultant shall be paid for Services actually rendered through the date of termination.

7.5 Upon termination or expiration of this Agreement for any reason, the Consultant agrees to provide assistance to the City (or City's designated agent) as provided for in Exhibit A.

8. **INDEPENDENT CONSULTANT.** This Agreement does not create an employee-employer relationship between the City and Consultant. Consultant is an independent Consultant of the City and will maintain complete control of and responsibility for its employees, subconsultants, and agents. Consultant will also be responsible for the means and methods for carrying out the Scope of Services and for the safety of its employees. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other Party. As an independent Consultant, Consultant will be solely responsible for payment of all federal, state and local income tax, and self-employment taxes, arising from this Agreement; and Consultant agrees to indemnify and hold harmless the City from any obligations relating to such taxes. The City will not make deductions from payments due, for such taxes, or for social security, unemployment insurance, worker's compensation, or other employment or payroll taxes.
9. **INDEMNIFICATION.** To the fullest extent permitted by law, each party expressly agrees to indemnify and defend the other party, its officers, directors, agents, and employees (herein called the "indemnitees") from any third party claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees and court costs to the extent caused by the gross negligence or intentional wrongful misconduct of the indemnifying party, its sub consultants or persons employed or utilized by them in the performance of the Agreement. This indemnification shall continue beyond the date of completion of the Services.

The City's review, comment and observation of the Consultant's service and performance of the Services under this Agreement shall in no manner constitute a waiver of the indemnification provisions of this Agreement.

10. **FUNDING.** The obligation of City for payment to the Consultant is limited to the availability of funds appropriated in a current fiscal period, and continuation of any contractual relationship into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
11. **PROHIBITION OF CONTINGENT FEES.** The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that Consultant has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement." For the breach or violation of this provision, the agency shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the Agreement.
12. **STANDARD OF CARE.** The Consultant represents to the City that it has the personnel and experience necessary to perform all Services in a professional and workmanlike manner. The Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as provided by a professional of like experience, knowledge and resources, under similar circumstances. The Consultant shall, at no additional cost to the City, re-perform all those Services which fails to satisfy the foregoing standard of care or which otherwise fail to meet the requirements of this Agreement. The Consultant warrants that all Services shall be performed by skilled and competent personnel to the professional standards in the field.
13. **SUBCONSULTANTS.** The City reserves the right to accept the use of a subconsultant or to reject the selection of a particular subconsultant and to inspect all facilities of any subconsultant. If a subconsultant fails to perform or make progress in providing any of the Services, as required by this Agreement, and the Consultant determines it is necessary to replace the subconsultant to complete any services in a timely fashion, then the Consultant shall promptly do so, subject to the City's right to approve the new subconsultant. The failure of a subconsultant to timely or properly perform any of its obligations to the Consultant shall not relieve the Consultant of its obligations to the Town under this Agreement.
14. **FORCE MAJEURE.** The Consultant shall be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure": shall mean any event which results in the prevention or delay of

performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquake, storm, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Within ten (10) days after the occurrence of an Event of Force Majeure, the Consultant shall deliver written notice to the City describing the event in reasonably sufficient detail and how the event has precluded the Consultant from performing its obligations hereunder. The Consultant's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the Consultant to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the Consultant shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period the Consultant shall keep the City duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

15. **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 Consultant. The Consultant shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor shall the Consultant be authorized to use the City's Tax Exemption Number in securing such materials.
16. **CITY RESPONSIBILITIES.** The City shall be responsible for providing access to all City project sites, and providing information in the City's possession that the Consultant may reasonably require to perform the Services including existing reports, studies, financial information, and other relevant data that are available in the files of the City.
17. **ACCESS AND AUDITS.** The Consultant shall maintain adequate records to justify all charges and costs incurred in performing the Services for at least three (3) years after completion of this Agreement. The City shall have access to all books, records, and documents that the Consultant must maintain in accordance with this Section 19 for the purpose of inspection or audit during the Consultant's normal business hours at its usual place of business. If the City determines that the City has overpaid the Consultant because the Consultant has misrepresented its billable time or reimbursable expenses, the Consultant shall deliver the full amount of any overpayment to the City. If the City incurs any fees, costs or expenses to recover the overpayment amount including, but not limited to, administrative accounting and attorneys' fees, costs and expenses, then the Consultant must pay the City the full amount of the same as such fees, costs and expenses come due. All invoices submitted to the City pursuant to this Agreement are subject to audit and demand for refund of overpayment for a time period extending three (3) years beyond the expiration or earlier termination of this Agreement.

18. **TRUTH-IN-NEGOTIATIONS CERTIFICATE.** The Consultant's execution of this Agreement serves as its execution of a Truth-In- Negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the effective date of this Agreement. The City shall adjust the Consultant's wage rates and costs if the City determines that the wage rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The City shall exercise its rights under this Certificate within one (1) year following payment of any such wages or costs to the Consultant.
19. **OWNERSHIP OF DOCUMENTS.** The Consultant shall be required to cooperate with other City consultants and shall timely provide those consultants any information requested in the specified format. The Consultant shall have and retain sole and exclusive ownership of, and all right, title and interest in, Consultant's respective Intellectual Property, including the Consultant Technology, specifications and documentation that are owned or developed by Consultant or its service providers which relate to the performance of the Services. The Consultant is not liable for any damages, injury or costs associated with the City's use or distribution of these documents for purposes other than those originally intended by the Consultant.
20. **LIMITATION OF LIABILITY.** Each party's total cumulative liability under this Agreement, including indemnification obligations, shall be capped at the amounts covered by such party's insurance policies, notwithstanding the failure of essential purpose of any remedy. Additionally, City shall be liable for the fees for all work performed by Consultant under this Agreement. The foregoing cap shall not apply to: (a) claims arising out of a party's, or such party's employees', vendors' or agents' fraud, willful or intentional misconduct; (b) personal bodily injury or death or physical property damage; (c) taxes assessed against one party that are the responsibility of the other party; (d) a party's misappropriation or infringement of the other party's Intellectual Property; and/or (e) the City's payment obligations under this Agreement and/or damages for a wrongful termination of this Agreement. IN NO EVENT, SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.
21. **DEFAULT AND REMEDY.** If the Consultant materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) business days after the date the Consultant receives written notice of the default from the City, then the City shall have the right to (i) immediately terminate this Agreement by delivering written notice to the

Consultant, and (ii) pursue any and all remedies available in law, equity, and under this Agreement. If the City materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) business days after the date the City receives written notice of the default from the Consultant, then the Consultant shall have the right to immediately terminate this Agreement by delivering written notice to the City. Upon any such termination, the City shall pay the Consultant the full amount due and owing for all Services performed through the date of Agreement termination.

22. **GOVERNING LAW AND VENUE.** The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. Venue for all actions arising from, related to, or in connection with this Agreement shall be in the state courts of the Ninth Judicial Circuit in and for Osceola County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in Federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Middle District of Florida.
23. **NOTICES.** Notice under this Agreement shall be deemed effective when mailed, certified mail return receipt requested or delivered personally at the Parties mailing address below:

Notice to CITY:

Austin Blake, Deputy City Manager
City of Kissimmee
101 N. Church Street
Kissimmee, Florida 34741

Notice to CONSULTANT:

Lyle Sumek Associates, Inc
411 N New River Drive
Fort Lauderdale, FL 33301
sumekassoc@cfl.rr.com
(407) 771-4195

24. **PUBLIC RECORDS LAW.** The City is a public agency subject to the Florida Public Records Law expressed in Chapter 19, Florida Statutes. Accordingly, to the extent that it is determined that Consultant is acting on behalf of City as provided under Section 119.011 (2), Consultant agrees to also comply with that law, specifically including to:
1. Keep and maintain public records that ordinarily and necessarily would be required by the City to perform the service.
 2. If the City's Custodian of Records requests records from Consultant, Consultant shall provide the City's Custodian of Records with a copy of the requested records or provide

City with access to inspect public records 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.

3. 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 Consultant does not transfer the records to the City.
4. Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a commercially reasonable format. Upon notice to Consultant of a request to inspect or copy public records relating to a City's contract for services, Consultant shall provide the records to the City or allow the records to be inspected or copied within a reasonable time.
5. If Consultant 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.
6. A Consultant who fails to provide the public records to the City within a reasonable time may be subject to penalties under Florida Statutes §119.10.

If Consultant has questions regarding the application of Chapter 119, Florida Statutes, to Consultant'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.

25. **COMPLIANCE WITH LAWS AND REGULATIONS.** In performing under this Agreement, Consultant shall abide by all applicable laws, statutes, ordinances, rules and regulations pertaining to, or regulating the performance set forth herein, including those now in effect and hereafter adopted. Consultant shall be responsible for identifying and obtaining all permits necessary to complete the Services. Consultant shall be responsible for obtaining, at its sole cost and expense, all necessary licenses and other governmental approvals required in order for Consultant to provide the Services required by this Agreement. Any violation of said law, statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement.

26. **E-VERIFY.** In accordance with Section 448.095, Florida Statutes, Consultant 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 subconsultants 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 subconsultant during the term of this Agreement. If Consultant enters into a contract with a subconsultant performing work or providing services on its behalf, Consultant shall also require the subconsultant to provide an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.

Every Consultant 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. Consultant 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).

City acknowledges that Consultant may use workers outside the United States, who will not be subject to e-verification.

27. SCRUTINIZED COMPANIES CERTIFICATION. By signing this Agreement, Consultant 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 Consultant has submitted false certification, City shall provide Consultant with written notice of its determination. Consultant 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.

28. NONDISCRIMINATION. Consultant agrees not to discriminate against any citizen, employee or employment applicant on the basis of race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, marital status or age in the performance of the obligations of this Agreement. Violation of this provision shall be treated as a breach of this Agreement.

29. FOREIGN GIFTS AND CONTRACTS. Consultant must comply with any applicable disclosure requirements in Section 286.101, Florida Statutes.

30. SOCIAL, POLITICAL, OR IDEOLOGICAL FACTORS. Pursuant to Section 287.05701, Florida Statutes, as may be amended, the City cannot give preference to a Consultant based on the Consultant's social, political, or ideological interest.

31. **PROHIBITED TELECOMMUNICATIONS EQUIPMENT.** Consultant represents and certifies that it and its applicable sub consultants 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, Consultant represents and certifies that Consultant and its applicable sub consultants must not provide or use such covered telecommunications equipment, system, or services for any scope of work performed for the City for the entire duration of this Agreement. If Consultant 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. Contractor must promptly report the information in 40 CFR Section 52.204-25(d)(2) to the City.

32. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing in this Agreement shall be construed as a waiver by the City of its rights to statutory sovereign immunity pursuant to Fla. Stat. §768.28.

33. **ASSIGNMENT.** No assignment by either party to this Agreement of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

34. **WAIVER 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.

35. **AMENDMENTS.** This Agreement may be altered, amended, extended, modified and/or revised only by a written instrument subsequently executed by the parties to this Agreement.

36. **SEVERABILITY.** If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of this Agreement.

37. **ENTIRETY OF AGREEMENT.** This Agreement, together with corresponding Exhibits referenced herein and attached hereto, represents the entire and integrated agreement between the

Parties and supersedes all prior negotiations, representations, or agreements, either written or verbal.

SIGNATURES ON FOLLOWING PAGE.

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

LYLE SUMEK ASSOCIATES, INC.

By: *Lyle Sumek*
Lyle Sumek

Date: March 06, 2026

CITY OF KISSIMMEE

By: _____
Jackie Espinosa, Mayor

Date: _____

ATTEST:

Tameara Crespo, City Clerk

Approved as to form and legal sufficiency:

Olga Sanchez de Fuentes, City Attorney

EXHIBIT A
“GENERAL SCOPE OF SERVICES”

General Scope of Work

The vendor shall utilize a **formalized and well-defined strategic planning methodology**, tailored to the needs of a municipal organization. The methodology shall, at a minimum:

- Establish a clear planning structure and decision-making framework
- Incorporate best practices in public-sector strategic planning
- Support both **short-term (near-term / operational)** and **long-term (multi-year / visionary)** goal development
- Ensure alignment between:
 - City Commission priorities
 - City Manager and executive leadership direction
 - Departmental objectives and resource considerations

The vendor shall clearly articulate how the methodology is applied, documented, and repeated on an annual basis.

The vendor shall plan, prepare for, and facilitate the City's annual strategic planning session. This includes:

- Pre-session planning and coordination with City leadership
- Development of agendas, facilitation materials, and discussion frameworks
- Facilitation of in-person or hybrid strategic planning sessions
- Structured engagement to:
 - Review the City's mission, vision, and core values
 - Assess progress on existing strategic goals
 - Identify emerging issues, risks, and opportunities
 - Establish or refine strategic priorities
- Guiding participants through the development of:
 - Strategic focus areas
 - Short-term goals and action items
 - Long-term goals and directional outcomes

The vendor shall ensure the session results in **clear, documented outputs** that can be translated into an updated Strategic Plan.

Following the annual planning session, the vendor shall support the City in maintaining and updating its Strategic Plan, including:

- Documenting and refining strategic goals, objectives, and initiatives
- Assisting with the organization and presentation of the Strategic Plan
- Supporting updates to goals, timelines, or priorities as directed by City leadership
- Ensuring continuity between planning cycles so that the Strategic Plan remains a living document rather than a one-time exercise

Updates may occur annually or as needed to reflect changing conditions, policy direction, or organizational priorities.

The vendor shall provide advisory support related to implementation, which may include:

- Assistance in translating strategic goals into actionable initiatives
- Guidance on prioritization and sequencing of initiatives
- Support for the development or refinement of performance measures
- Periodic check-ins or status reviews with City leadership, as requested

The intent is to help ensure the Strategic Plan informs decision-making and operational focus throughout the year.

Deliverables under this Scope of Work may include, but are not limited to:

- Annual strategic planning session agenda and facilitation materials
- Summary documentation of planning session outcomes
- Updated Strategic Plan or strategic planning framework documents
- Periodic advisory memoranda or progress summaries, as requested

Specific formats and schedules shall be mutually agreed upon.

ITEM 7.D

Interlocal Agreement with the School District of Osceola County, FL for the Acceptance of Real Property and Granting of a Non-Exclusive Perpetual Access Easement Related to Mark E. Durbin Community Center & Park and Fire Station #5

Request

Approval of an Interlocal Agreement for the transfer of Real Property to the City that will support infrastructure needs to construct the Mark E. Durbin Community Center and Fire Station #5 in exchange for granting the District a non-exclusive perpetual access easement (Contract # 20260175).

Explanation

The School District has determined that the property within the Lakeside Estates area is no longer needed for educational purposes and that its conveyance to the City is in the best interest of the community. The property will support the continued development and operation of the Mark E. Durbin Community Center & Park and will also help accommodate public safety needs associated with Fire Station #5, including site access and supporting infrastructure.

The agreement includes the conveyance of the property to the City by Special Warranty Deed for nominal consideration and provides the School District with a non-exclusive perpetual access easement to ensure continued pedestrian and vehicular connectivity for adjacent school facilities. This cooperative transfer allows both agencies to maximize public use of publicly owned land while supporting long-term community services and public safety infrastructure. Upon execution of the Interlocal Agreement, City and School District Staff will complete the remaining actions items to complete the transaction.

Recommendation

Approve the Interlocal Agreement between the School Board of Osceola County and the City of Kissimmee for the transfer of property in the Lakeside Estates area, including the conveyance of the property to the City and the granting of a non-exclusive perpetual access easement to the School District, and authorize the City Manager to execute the agreement and any related documents necessary to complete the transaction.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Manager

Presenter:

Attachment(s):

1. (S) Interlocal Agreement - SDOC to CoK Land Transfer (Lakeside Estates)

**INTERLOCAL AGREEMENT BETWEEN THE SCHOOL BOARD OF OSCEOLA
COUNTY AND CITY OF KISSIMMEE RELATING TO TRANSFER OF REAL
PROPERTY**

THIS INTERLOCAL AGREEMENT between **The School Board of Osceola County**, Florida, a political subdivision of the State of Florida, (hereinafter referred to as "School District") and the **City of Kissimmee**, a municipal corporation of the State of Florida, (hereinafter referred to as "City"), (both collectively referred to as "Parties"); each represent as follows:

"WITNESSETH"

WHEREAS, Section 163.01, Florida Statutes, known as "the Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the School District is the current fee simple owner of a land located in Lakeside Estates, legally described and depicted in Exhibit "A" and Exhibit "B" attached hereto ("Subject Property"); and

WHEREAS, the School Board of Osceola County, Florida, pursuant to Section 1013.28, Florida Statutes, has determined that the land legally described in Exhibit "A" and Exhibit "B" is no longer needed for educational purposes, and has determined that it is in the best interest of the School District to convey such land to the City for ongoing maintenance and public use; and

WHEREAS, the City desires to own, operate, maintain, control, and have responsibility over the Subject Property with the intent to utilize said property to access existing and future public amenities and facilities within the Mark E. Durbin Park at Lakeside.

WHEREAS, the School District will be granted a non-exclusive perpetual easement for pedestrian and vehicular ingress and egress for their continued use as may be necessary; and

NOW, THEREFORE, for and in consideration of the promises, mutual covenants and agreements contained herein, by and between the parties and for the mutual benefit of Kissimmee, the School District and their respective citizens, the parties agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and are hereby incorporated herein by reference.
2. **TRANSFER OF PROPERTY-** The School District hereby desires to transfer to the City, and the City desires to accept and take ownership over the Subject Property as graphically shown in Exhibit "A" and Exhibit "B" attached hereto. The School District shall execute, record, and deliver to the City a Special Warranty deed in favor of the City substantially in the form attached hereto as Exhibit "C" for the Subject Property.

3. **PERPETUAL EASEMENT.** Upon conveyance of the Subject Property, the City of Kissimmee will simultaneously grant the School District a perpetual easement over the Subject Property substantially in the form attached hereto as Exhibit "D", ensuring the School District's continuous right of access to the property.

4. **MISCELLANEOUS.**

A. Validity. The School District and the City each represent, warrant, to the other its respective authority and power under Florida law to enter into this Agreement, acknowledge the validity and enforceability of this Agreement, and waive any future right of defense based on claim of illegality invalidity, or unenforceability of any nature. The parties each hereby represent warrants and covenants to and with the other that this Agreement has been validly approved by its respective governing body at a fully held public meeting, and that this Agreement constitutes a legal, valid, and binding contract enforceable against each party in accordance with the terms hereof (assuming the due authorization, execution and delivery hereby by the other party hereto).

B. Headings. The headings used in this Agreement are merely for convenience and are not intended to define or limit the content, nor are they intended to affect the construction of or to be taken into consideration in interpreting this Agreement.

C. Severability. The provisions of this Agreement are declared by the parties to be severable only to the extent that the remaining provisions can effectuate the purpose and intent of the parties.

D. Governing Law; Venue; Attorney's Fees and Costs. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. Osceola County is the sole venue for any legal action in connection with this Agreement. The parties agree to waive the right to a jury trial in any action, proceeding, or counterclaim arising from this Agreement. In the event a party deems it necessary to take legal action to enforce any provisions of this Agreement, each party shall bear its own attorney's fees and costs at both the trial and appellate levels.

E. Entire Agreement. This Agreement, along with its exhibits, constitutes the entire agreement between the Parties. Any prior oral or written agreements or understandings of any kind between the Parties relating to the subject matter hereof are null and void and have no further effect.

F. Amendments. This Agreement may be modified only by a written instrument expressly approved and properly executed by the Parties hereto.

G. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

H. Notices. Any notice required to be given under this Agreement shall be in writing and shall be deemed delivered when delivered personally or when mailed, certified mail return receipt requested at the parties address below:

City of Kissimmee

Attn: City Manager
101 N. Church Street Kissimmee
Florida 34741
(Copy to City Attorney)

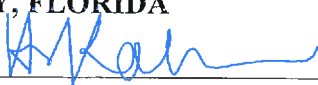
Osceola County School District
Attn: Superintendent
817 N. Bill Beck Boulevard
Kissimmee, FL 34744

5. EFFECTIVE DATE. This Agreement shall become effective on the date of execution by the School District or the date of execution by the City, whichever date is later.

[THE BALANCE OF THIS PAGE IS BLANK, SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year indicated below.

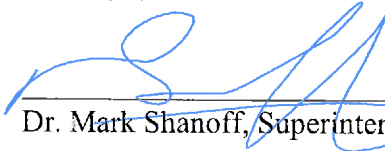
THE SCHOOL BOARD OF OSCEOLA
COUNTY, FLORIDA

By: 

Chairperson

Date: 02/10/20

ATTEST:


Dr. Mark Shanoff, Superintendent

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

EXHIBIT A

[SKETCH AND LEGAL DESCRIPTION OF SUBJECT PROPERTY FOR
EXHIBIT "A" FOLLOW]

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION

A parcel of land being a portion of Tract 15, P.U.D. LAKESIDE ESTATES, according to the plat thereof, as recorded in Plat Book 6, Pages 170 through 174 of the Public Records of Osceola County, Florida, being more particularly described as follows:

Begin at the Northerly most corner of Tract 15, P.U.D. LAKESIDE ESTATES, according to the plat thereof, as recorded in Plat Book 6, Pages 170 through 174 of the Public Records of Osceola County, Florida; thence S41°11'27"E, along the Easterly line of said Tract 15, a distance of 614.15 feet; thence departing said Easterly line, run S48°48'33"W, a distance of 50.00 feet to the Easterly most corner of lands described in Official Records Book 1152, Page 1903 of the Public Records of Osceola County, Florida; thence the following two (2) courses and distances along said Easterly boundary of said lands: thence N41°11'27"W, a distance of 295.00 feet; thence N47°26'58"W, a distance of 321.05 feet to a point on the Southerly Right of Way line of Lakeside Drive, said point also being a Point on a Non-Tangent Curve, Concave to the Southeast, having a Radius of 2,420.00 feet and a Central Angle of 02°00'45"; thence run Northeasterly along the arc of said curve, a distance of 85.00 feet (Chord Bearing = N48°47'51"E, Chord = 85.00 feet) to the Point of Beginning.

Containing 36,311 square feet or 0.83 acres, more or less.

CURVE TABLE

CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C1	2420.00'	2°00'45"	85.00'	N48°47'51"E	85.00'

ABBREVIATIONS/LEGEND

SEC.	SECTION	R	RADIUS
TWP.	TOWNSHIP	L	LENGTH
RNG.	RANGE	CB	CHORD BEARING
S.	SOUTH	CD	CHORD DISTANCE
E.	EAST	Δ	CENTRAL ANGLE
O.R.B.	OFFICIAL RECORDS BOOK	PC	POINT OF CURVATURE
PGS.	PAGES	PT	POINT OF TANGENCY
TEMP.	TEMPORARY	NT	NON TANGENT
NO./#	NUMBER	PRC	POINT OF REVERSE CURVE
●	DESCRIPTIVE POINT	PCC	POINT OF COMPOUND CURVE
P.S.M.	PROFESSIONAL SURVEYOR & MAPPER		

NOTES
BEARING BASIS IS THE EASTERLY LINE OF TRACT 15, P.U.D. LAKESIDE ESTATES PLAT BOOK 6, PAGES 170-174 BEARING S41°11'27"E
THIS SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR EASEMENTS, RESTRICTIONS, RESERVATIONS AND/OR RIGHT OF WAYS.
THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
NO CORNERS WERE SET AS A PART OF THIS SKETCH.

REQUESTED BY: CITY OF KISSIMMEE

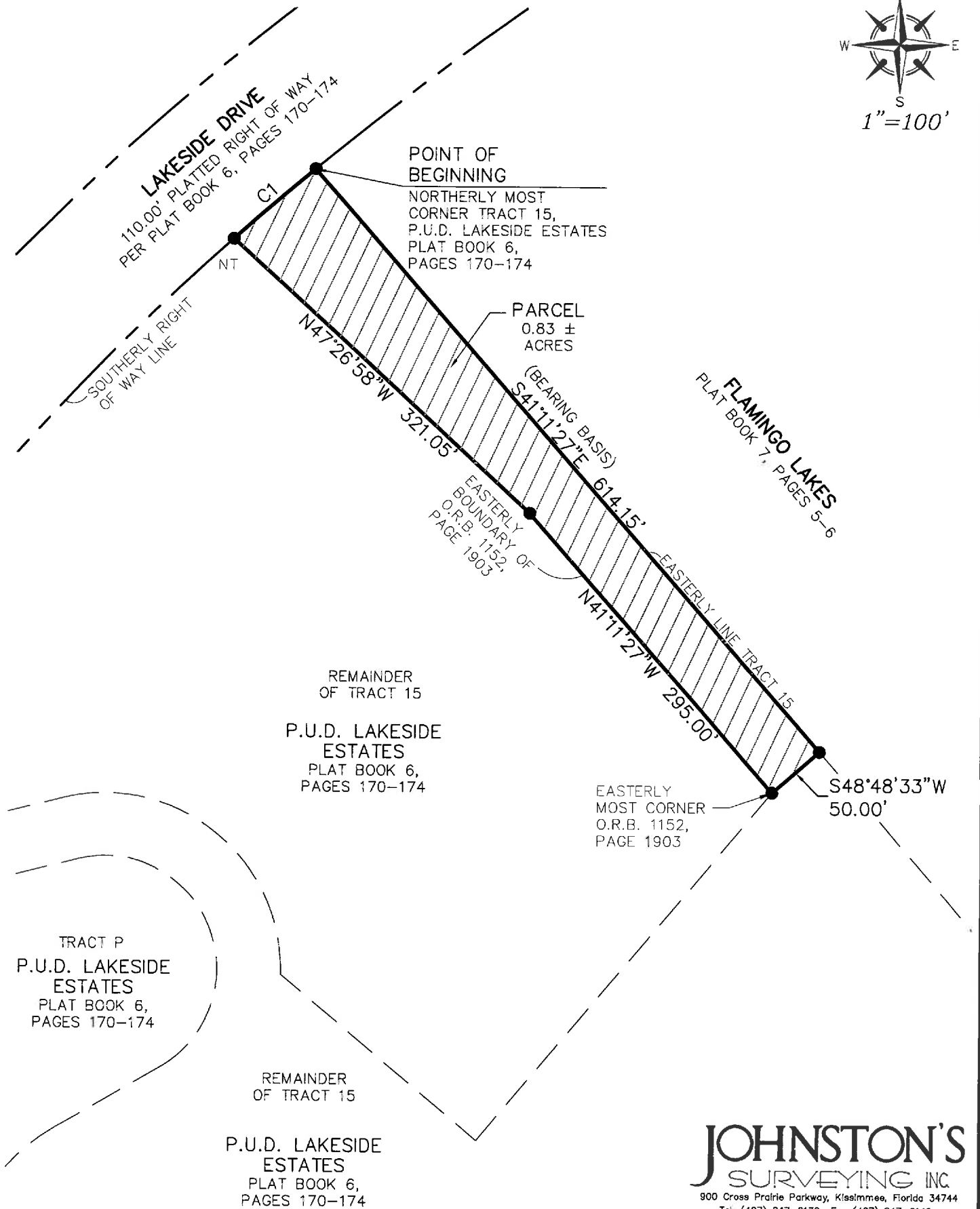
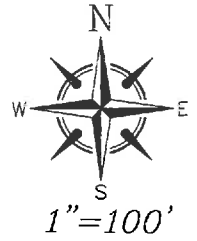
S-L SCHOOL STRIP

DATE OF SKETCH	12/11/2024	REVISIONS	
SCALE	1" = 100'		
F.B.	PAGE		
SECTION	18		
TWP.	25 S., RNG. 30 E.		
JOB NO.	24-700	SHEET 1 OF 2	

JOHNSTON'S
SURVEYING INC.
900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140

R.D.B. 12/11/2024
RICHARD D. BROWN, P.S.M. #5700 (DATE)
NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL.

SKETCH OF DESCRIPTION



JOHNSTON'S
SURVEYING INC.
900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140

EXHIBIT B

[SKETCH AND LEGAL DESCRIPTION OF SUBJECT PROPERTY FOR
EXHIBIT "A" FOLLOW]

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION:

A parcel of land being a portion of Tract 15, P.U.D. LAKESIDE ESTATES, according to the plat thereof, as recorded in Plat Book 6, Pages 170 through 174 of the Public Records of Osceola County, Florida, being more particularly described as follows:

Begin at the Westerly most corner of Tract 15, P.U.D. LAKESIDE ESTATES, according to the plat thereof, as recorded in Plat Book 6, Pages 170 through 174 of the Public Records of Osceola County, Florida, said point being a Point of Curvature of a Curve, Concave to the Southeast, having a Radius of 2,420.00 feet and a Central Angle of 03°33'08", thence Northeasterly along the Easterly Right of Way line of Lakeside Drive, a distance of 150.03 feet (Chord Bearing = N33°21'34"E, Chord = 150.01 feet) to a Point of Non Tangency, said point being the Southerly boundary of lands described in Official Records Book 1152, Page 1903 of the Public Records of Osceola County, Florida; thence the following four (4) courses and distances along said Southerly boundary: thence departing said Easterly Right of Way line, run S54°51'53"E, a distance of 131.24 feet; thence N75°47'53"E, a distance of 116.99 feet to a Point on a Non-Tangent Curve, Concave to the Southwest, having a Radius of 140.00 feet and a Central Angle of 105°41'10"; thence run Southeasterly along the arc of said curve, a distance of 258.24 feet (Chord Bearing = S51°21'33"E, Chord = 223.16 feet) to a Point of Non Tangency; thence S50°01'44"E, a distance of 203.77 feet; thence departing said Southerly boundary, run S39°58'16"W, a distance of 168.37 feet; thence N50°01'44"W, a distance of 247.13 feet to a point on the boundary line of said Tract 15, P.U.D. LAKESIDE ESTATES; thence the following six (6) courses and distances along said boundary: thence N59°57'41"E, a distance of 53.71 feet to a Point on a Non-Tangent Curve, Concave to the West, having a Radius of 90.00 feet and a Central Angle of 164°08'45"; thence run Northerly along the arc of said curve, a distance of 257.84 feet (Chord Bearing = N22°07'13"W, Chord = 178.28 feet) to a Point of Non Tangency; thence S75°47'53"W, a distance of 113.60 feet to a Point on a Non-Tangent Curve, Concave to the North, having a Radius of 165.00 feet and a Central Angle of 30°29'08"; thence run Westerly along the arc of said curve, a distance of 87.79 feet (Chord Bearing = N88°57'31"W, Chord = 86.76 feet) to a Point of Non Tangency; thence N73°42'55"W, a distance of 64.60 feet to a Point on a Non-Tangent Curve, Concave to the South, having a Radius of 50.00 feet and a Central Angle of 74°42'09"; thence run Westerly along the arc of said curve, a distance of 65.19 feet (Chord Bearing = S68°56'03"W, Chord = 60.67 feet) to the Point of Beginning.

Containing 1.57 acres, more or less.

ABBREVIATIONS/LEGEND

SEC.	SECTION	CHD.	CHORD
TWP.	TOWNSHIP	NT	NON TANGENT
RNG.	RANGE		
S.	SOUTH		
E.	EAST		
O.R.B.	OFFICIAL RECORDS BOOK		
PGS.	PAGES		
TEMP.	TEMPORARY		
NO./#	NUMBER		
●	DESCRIPTIVE POINT		
P.S.M.	PROFESSIONAL SURVEYOR & MAPPER		

NOTES:

BEARINGS AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, (NAD 83, 2007 ADJUSTMENT). THIS SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR EASEMENTS, RESTRICTIONS, RESERVATIONS AND/OR RIGHT OF WAYS. THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY. NO CORNERS WERE SET AS A PART OF THIS SKETCH.

SHEET 1 OF 3

REQUESTED BY: CITY OF KISSIMMEE

DATE OF SKETCH: 8/15/2025

REVISIONS:

SCALE: 1" = 100'

SEC. 18, TWP. 25 S, RNG. 30 E

CAD FILE: S-L ADDL LAND

JOB NO.: 24-700

DRAWN BY: ELW

**JOHNSTON'S
SURVEYING, LLC**

900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 • Fax (407) 847-6140 LB 965



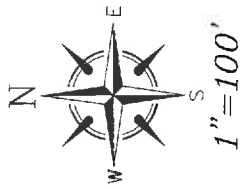
[Signature]

08/15/2025

RICHARD D. BROWN, P.S.M. #5700 (DATE)

NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL.

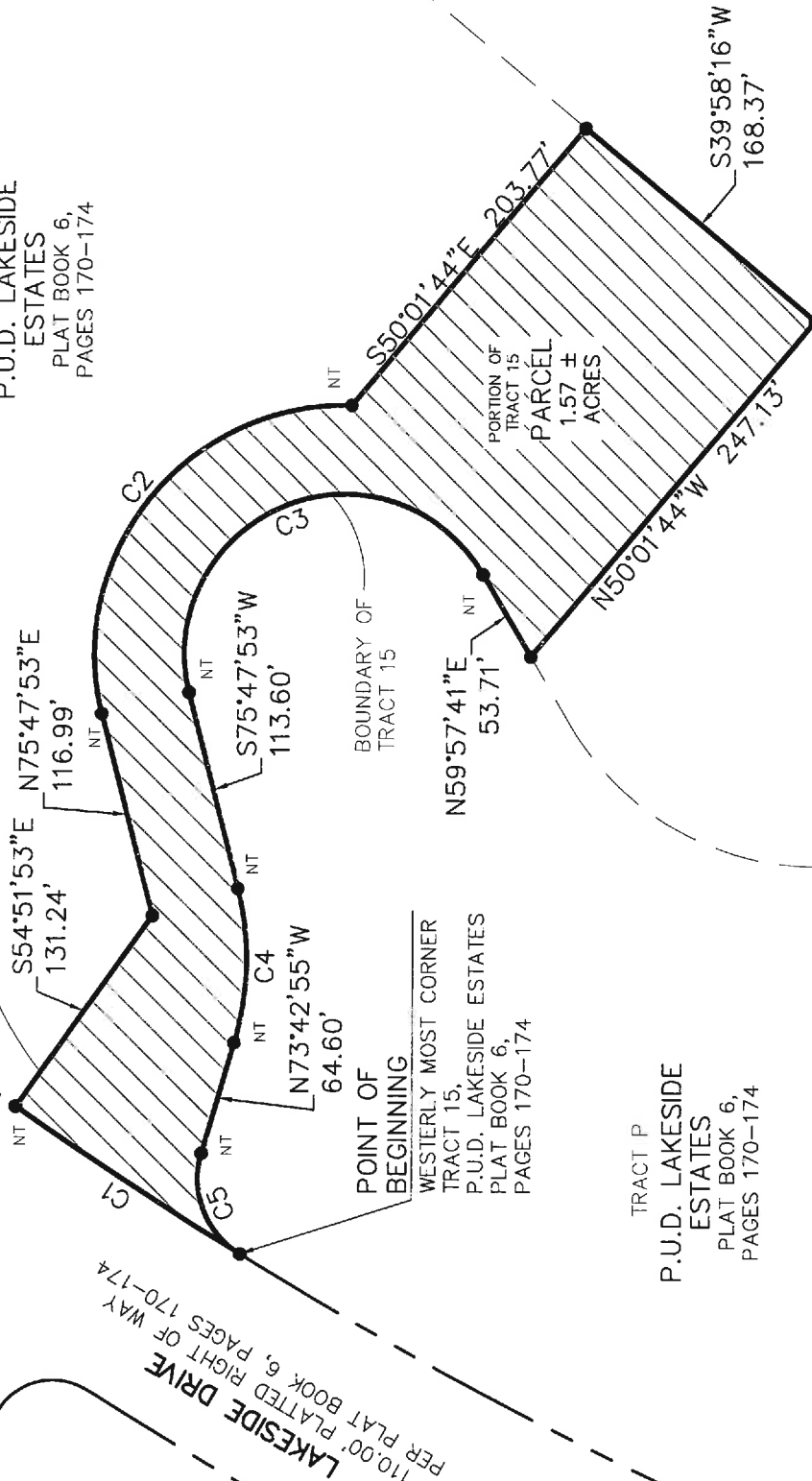
SKETCH OF DESCRIPTION



REMAINDER
OF TRACT 15

P.U.D. LAKESIDE
ESTATES
PLAT BOOK 6,
PAGES 170-174

SOUTHERLY BOUNDARY OF
O.R.B. 1152, PAGE 1903



JOHNSTON'S
SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 • Fax (407) 847-6140 LB 966
SHEET 2 OF 3

CURVE TABLE

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C1	2420.00'	3°33'08"	150.03'	N33°21'34"E	150.01'
C2	140.00'	105°41'10"	258.24'	S51°21'33"E	223.16'
C3	90.00'	164°08'45"	257.84'	N22°07'13"W	178.28'
C4	165.00'	30°29'08"	87.79'	N88°57'31"W	86.76'
C5	50.00'	74°42'09"	65.19'	S68°56'03"W	60.67'

EXHIBIT C
FORM OF SPECIAL WARRANTY DEED

This instrument prepared by and return to:

Olga Sanchez de Fuentes
City Attorney
101 Church Street, Suite 500
Kissimmee, FL 34741
407.518.2310

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made as of this ____ day of _____, 2026 by **THE SCHOOL BOARD OF OSCEOLA COUNTY, FLORIDA**, a body corporate and political subdivision of the State of Florida ("**Grantor**") for the valuable consideration, receipt of which is hereby acknowledged, **DOES HEREBY GRANT TO CITY OF KISSIMMEE, FLORIDA**, a municipal corporation of the State of Florida, organized and existing under the laws of the State of Florida ("**Grantee**") the real property in the County of Osceola, State of Florida.

That the Grantor, for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Osceola County, Florida, more particularly described as follows (the "Property").

**SEE EXHIBIT "A" AND EXHIBIT "B" ATTACHED HERETO AND
INCORPORATED HEREIN BY REFERENCE**

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

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

AND the Grantor does hereby covenant with Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey this land; that the Grantor hereby specially warrants that title to the land is free from all encumbrances except for restrictions, covenants, conditions, easements and other matters of record (provided, however, that reference thereto shall not serve to re-impose same) and taxes for the year of 2025 and subsequent years, and that the Grantor will defend title to the land against the lawful claims of all persons claiming by, through or under Grantor but against none other.

[SIGNATURES ON FOLLOWING PAGE]

DATE: _____, 2026

Signed, sealed and delivered in the presence of:

THE SCHOOL BOARD OF OSCEOLA COUNTY, FLORIDA

By: _____
Print Name: _____
Chair

Print Name: _____
Address: _____

Print Name: _____
Address: _____

ATTEST:

By: _____

Superintendent

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2026, by _____ as _____ of the School Board of Osceola County, Florida, a public body corporate organized and existing under the Constitution and laws of the State of Florida ☐ who is personally known to me or ☐ who has produced _____ as identification.

(Seal)

Notary Public - State of Florida
Print Notary Name:
My Commission Number is:

EXHIBIT A

[SKETCH AND LEGAL DESCRIPTION OF SUBJECT PROPERTY FOR
EXHIBIT "A" FOLLOW]

EXHIBIT B

[SKETCH AND LEGAL DESCRIPTION OF SUBJECT PROPERTY FOR
EXHIBIT "B" FOLLOW]

EXHIBIT D
FORM OF PERPETUAL EASEMENT

This instrument prepared by
and return to:
Olga Sanchez de Fuentes,
City Attorney
City of Kissimmee
101 Church Street
Kissimmee, Florida 34741

NON-EXCLUSIVE PERPETUAL ACCESS, EASEMENT AGREEMENT

THIS NON-EXCLUSIVE PERPETUAL ACCESS, EASEMENT AGREEMENT (the "AGREEMENT") is made and entered into this _____ day of _____, 2026 by and between CITY OF KISSIMMEE ("GRANTOR") a municipal corporation of the State of Florida, whose address is 101 Church Street, Kissimmee, Florida 34741, and THE SCHOOL BOARD OF OSCEOLA COUNTY, FLORIDA, whose address is 817 Bill Beck Boulevard, Kissimmee, Florida, 34744 ("GRANTEE").

WITNESSETH:

WHEREAS, Grantor is the fee owner of certain real property located in Osceola County, Florida; and

WHEREAS, Grantee desires to obtain an access easement (the "Easement") over the property physically located in Lakeside Estates (the "Property"), as more particularly shown and described in "Exhibit A" and "Exhibit B" attached hereto and made a part hereof (the "Easement Area");

WHEREAS, Grantor agrees to grant the Easement to Grantee upon and subject to the term and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual agreement of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **RECITATIONS.** The above recitations are true and correct and incorporated herein by this reference.
2. **GRANT AND USE OF EASEMENT.** Grantor hereby grants to Grantee a perpetual, non-exclusive easement for pedestrian and vehicular ingress and egress over, across, and upon the entirety of the real property described in Exhibits "A" and "B" attached hereto and incorporated herein (the "Easement Area"). The Easement shall run with the land, shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of Grantee and its successors and assigns.

The Easement Area shall encompass all of the land described in Exhibits "A" and "B", and no separate sketch or metes-and-bounds description shall be required.

Grantor reserves the right, at its sole cost and expense, to relocate, realign, or reconfigure the Easement Area from time to time, provided that:

- (i) Grantee's ability to access its property is not materially impaired;
- (ii) the relocated easement provides substantially equivalent ingress and egress; and
- (iii) such relocation is evidenced by an amended legal description or agreement executed by both Parties and recorded in the Official Records of Osceola County, Florida.

3. LIMITATION OF RIGHTS. This Easement Agreement creates a non-exclusive Easement only, and Grantee does not and shall not (at any time) claim any interest or estate of any kind or extent whatsoever in the Easement Area by virtue of this Easement Agreement or Grantee's use of the Easement Area pursuant hereto.

4. GRANTOR'S RESERVATION OF RIGHTS. Grantor retains all rights of ownership, use, and control over the Property and the Easement Area, except as expressly limited by this Easement Agreement. Grantor may construct improvements, landscape, pave, install utilities, and otherwise use the Property in its discretion, provided that such uses do not materially impair Grantee's perpetual right of ingress and egress as granted herein.

Grantor may temporarily interrupt Grantee's use of the Easement Area in order to repair, maintain, or construct improvements on the Property, provided that Grantor gives Grantee at least thirty (30) days' prior written notice of such interruption, except in the case of an emergency where shorter notice is reasonable under the circumstances.

Any relocation of the Easement Area shall be carried out in accordance with Section 2 of this Agreement.

5. COVENANTS OF GRANTEE. Grantee, for itself, its successors, assigns, grantees and invitees, covenants and agrees it shall:

(a) Not interfere with or prevent the following: (i) the normal use and maintenance by Grantor of the Easement Area, the Property, or Grantor's adjacent properties, if any (ii) the normal use of any portion of the Easement Area by the general public, if any portion of the Easement Area has been or is hereafter dedicated to the general public; (iii) any development, construction, improvement, or other activity or use by Grantor now or in the future existing on or about the Easement Area and the Property so long as such use does not materially and adversely interfere with Grantee's permitted use of the Easement Area;

and (iv) any existing or hereafter granted license or easement upon, above, over, though, under or across the Easement Area and the Property so long as such use does not materially and adversely interfere with Grantee's permitted use of the Easement Area.

(b) Not interfere or disturb any threatened or endangered plant or animal life on or under the Easement Area or the Property.

(c) Not interfere with any existing license, easement, reservation or right of way upon, above, over, though, under or across the Easement Area.

(d) Comply at all times and in all respects with all present and future local, municipal, county, state and federal environmental and all other applicable laws, statutes, governmental constitutions, ordinances, codes, rules, regulations, resolutions, requirements, standards, applications and directives, as well as all decisions, judgments, writs, injunctions, orders, decrees or demands of courts, administrative bodies, and other authorities construing any of the foregoing, and Grantee shall obtain, maintain and comply with all applicable permits in connection with Grantee's use of the Easement Area (collectively, "Laws"). Grantee shall not, by any act or omission, render the Grantor liable for any violation thereof. Grantee shall promptly deliver to Grantor true and accurate copies of all applicable permits upon issuance and shall pay all costs and expenses incurred with respect to compliance with this subparagraph.

(f) Not cause or give permission for any hazardous waste, toxic substances or related materials as defined by any law (collectively, "Hazardous Materials") to be used, placed, or misused or disposed of upon, above or under, or transported to or from the Easement Area or to the Property ("Hazardous Materials Activities"). Grantor shall not be liable to Grantee for any Hazardous Materials Activities caused by Grantee, its employees, agents, contractors, licensees, invitees, successors or assigns. Grantee shall be liable to Grantor for any Hazardous Materials Activities or any hazardous spills, fire, or other environmental hazard on the Easement Area or the Property caused by Grantee, its employees, agents, or contractors, or in any way resulting from the Grantee's use of the Easement Area. Grantee shall indemnify, defend with counsel acceptable to Grantor, and hold Grantor, its successors, assigns, and the officers, directors, representatives, agents and employees of each, free, clear, and harmless from and against any claims, damages, costs and liabilities arising out of any Hazardous Materials Activities, spills or fire caused by Grantee, its employees, agents, contractors, licensees, or invitees, on, under, through, or across the Easement Area or the Property to the extent allowed by law.

(g) Not permit any lien to be filed against the Easement Area or the Property for any labor or materials in connection with work of any character performed or claimed to have been performed on the Easement Area or the Property, at the direction or sufferance of Grantee or its assigns. If any such lien is filed against the Easement Area or the Property Grantor shall have the right (but not the obligation) to cause such lien to be released. Grantee shall pay on demand all of Grantor's costs in connection therewith together with

interest thereon at the rate of five percent (5%) accruing from and after the date of such demand until Grantor's receipt of full payment therefor.

6. **BREACH BY GRANTEE.** If Grantee breaches any provision in this Easement Agreement and fails to cure any such breach within thirty (30) days after written notice thereof is given by Grantor, in addition to any other right or remedy available to it at law or in equity Grantor shall have the right, but not the obligation, to cure any such breach. Grantee shall pay on demand all of Grantor's costs in connection therewith together with interest thereon at the rate of five percent (5%) accruing from and after the date of such demand until Grantor's receipt of full payment therefor.

7. **CONDITION OF EASEMENT AREA: INDEMNITY.**

(a) Grantee acknowledges that it (i) has physically inspected the Easement Area; and (ii) accepts the Easement Area "as is" and "where is" with full knowledge of the condition thereof and subject to all the terms, conditions, restrictions and limitations applicable thereto.

(b) Grantee hereby expressly understands covenants and agrees that nothing contained in this Easement Agreement or contemplated is intended to or shall increase Grantors liability for personal injury or death or for any property damage and that Grantor does not assume any such additional liability. To the extent provided by law furthermore, Grantee for and on behalf of itself and its successors, assigns, grantees and invitees, assumes sole and entire responsibility for any and all loss of life, injury to persons or damage to property (wherever such property may be located) sustained from the activities, operations or use of the Easement Area by Grantee.

(c) Grantee, for itself, its successors, assigns, grantees and invitees and for those claiming by, through or under any of them, hereby releases and indemnifies the Grantor, its successors, assigns, grantees, invitees, and the officers, directors, employees, representatives and agents of each (collectively, the "Indemnitees") from all claims or demands, liabilities, losses, suits, actions, judgments, liens, damages, penalties, fines, interest, costs and expenses (whether to person or property), including, without limitation, reasonable attorney fees and litigation costs incurred by or asserted against the Indemnitees in connection therewith, that arise from operations on, or the use of, the Easement Area or the Property by Grantee, its successors, assigns, grantees, invitees and all of their officers, directors, employees, representatives and agents.

(d) To the extent provided by law, including monetary limitations of Section 768.28, Florida Statutes, Grantee hereby agrees to indemnify, defend, and hold harmless the Indemnitees from and against any and all liability, loss, claim, demand, lien, damage, penalty, fine, interest, cost and expense (including, without limitation, reasonable attorney fees and litigation costs) incurred by the Indemnitees for injuries to persons (including, without limitation, loss of life) or for damage, destruction or theft of property, which is caused directly or indirectly, in whole or in part by:

- (i) the activity, work or act committed, omitted, permitted or suffered by Grantee, its successors, assigns, grantees, invitees, and any of their officers, directors, employees, representatives and agents, or caused, in whole or in part, on or about the Easement Area or the Property;
- (ii) the negligence of Grantee, its successors, assigns, grantees, invitees, agents, employees, representatives or contractors; or
- (iii) its failure to perform any obligations imposed hereunder;
- (iv) Grantee's use of the Easement Area;
- (v) Liens by third parties; or
- (vi) Grantee's failure to abide by any applicable Laws as exist at present and those which may be enacted subsequent to the date of this Easement Agreement, and whether or not such injuries, damage, destruction or theft are sustained by Grantee or Grantor, or by other persons or entities on the Easement Area.

(e) Grantee shall cooperate with Grantor in the defense of any such claims, demand or action including, without limitation, the employment, at the sole expense of Grantee, of legal counsel satisfactory to Grantor. Grantee's liability and the indemnity provided herein shall survive the expiration or sooner termination of this Easement Agreement, as to events which occurred prior to such expiration or termination.

(f) If Grantor becomes subject to any claim as to which Grantee is obligated to indemnify Grantor as aforesaid:

- (i) Grantor shall be entitled to approve selection of Grantee's counsel; which approval shall not be unreasonably withheld;
- (ii) Grantor shall be entitled to receive copies of all documents and pleadings prepared and filed on its behalf, and monitor and be kept informed of the progress, status, and all developments in any litigation or proceeding; and
- (iii) Any settlement or other resolution of any litigation or proceeding shall result in the full release, discharge and acquittal of Grantor, without any obligation on the part of Grantor to take or refrain from any action whatsoever.

(g) Grantee shall not raise as a defense to its obligation to indemnify any comparative or contributing negligence of any of those indemnified pursuant to any such provision, it being understood and agreed that no such comparative or contributing negligence shall relieve Grantee from its liability to indemnify, nor entitle Grantee to any

contribution, either directly or indirectly, by those indemnified (except in instances of Grantor's willful misconduct or gross negligence).

8. **ASSIGNMENT.** Grantor may at any time in its sole discretion, assign, transfer or convey its rights hereunder as it may deem necessary. Upon any such assignment, transfer or conveyance, the liability of Grantor under this Easement Agreement shall automatically terminate, except as to actions for gross negligence or willful misconduct by Grantor prior to the date of such assignment, transfer or conveyance, and Grantor's assignee, transferee, or grantee (as the case may be) shall be deemed to have assumed and be bound by the obligations of Grantor hereunder arising on or after the date of the assignment. This Easement Agreement involves the granting of a personal right by Grantor to Grantee and, therefore, neither this Easement Agreement nor any interest herein may be assigned, transferred or conveyed by Grantee without the prior written consent of Grantor, which consent may be withheld or approved in Grantor's sole discretion.
9. **NO WARRANTY; ENTIRE AGREEMENT.** Grantor makes no representations, statements, warranties, or agreements to Grantee in connection with this Easement Agreement or the Easement Area, other than as may be set forth herein. This Easement Agreement embodies the entire understanding of the parties hereto and supersedes all prior discussions and agreements between the parties hereto, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof. This Easement Agreement shall not be modified or amended in any respect except by a written agreement executed by or on behalf of the parties hereto, in the same manner as executed herein.
11. **NOTICES.** All notices and other communications given pursuant to this Easement Agreement to be served, given or delivered upon either party shall be in writing and shall be sent by registered mail, return receipt requested, or by a national overnight receipt delivery service (e.g., Federal Express). Such notices shall be deemed served, given and delivered on the earlier of the following: (i) the date of actual receipt; (ii) the fifth (5th) business day after any registered or certified notice was deposited in a sealed envelope in the U.S. mail, postage prepaid; (iii) the next business day after any notice was delivered (on a business day) to a receipted overnight delivery service of said notice accepted same).

All notices shall be addressed as hereinbelow set forth, or to such other address as the Grantor or Grantee shall hereafter give notice to the other in writing:

If to Grantor: City of Kissimmee
 ATTN: City Manager
 101 Church Street
 Kissimmee, FL 34741

If to Grantee: The School Board of Osceola County, FL
 ATTN: Superintendent

817 Bill Beck Boulevard
Kissimmee, FL 34744

With copy to:

12. **COUNTERPARTS.** This Easement Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument.
13. **GOVERNING LAW.** This Easement Agreement shall be governed by, construed under and interpreted and enforced in accordance with the Laws of the State of Florida.
14. **WAIVER OF JURY TRIAL; JURISDICTION.** Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Easement Agreement or arising out of any matter pertaining to this Easement Agreement, shall be submitted for trial, without jury, before the Circuit Court of the Ninth Judicial Circuit in and for Osceola County, Florida. The parties consent and submit to the exclusive jurisdiction of any such court and agree to accept service of process outside the State of Florida in any matter to be submitted to any such court pursuant hereto, and expressly waive all rights to trial by jury regarding any such matter.
15. **BINDING OBLIGATIONS.** This Easement Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective permitted legal representatives, successors and permitted assigns.
16. **CONSTRUCTION OF AGREEMENT.** This Easement Agreement has been fully reviewed and approved by the parties hereto and their respective counsel. Accordingly, in interpreting this Easement Agreement, no weight shall be placed upon which party hereto or its counsel drafted the provisions being interpreted.
17. **NO IMPLIED WAIVER.** No course of dealing between the parties and no delay in exercising any right, power or remedy conferred hereby or now hereafter existing at Law, in equity, by statute or otherwise shall operate as a waiver of, or otherwise prejudice, any such right, power or remedy.
18. **ATTORNEY FEES AND COSTS.**

In the event of any litigation or judicial proceeding arising under this Easement Agreement, each party shall be responsible for its own attorney's fees and costs, including at trial and on appeal, except to the extent otherwise provided by Section 768.28, Florida Statutes, or other applicable law.

19. **NO PUBLIC RIGHTS CREATED.** Nothing herein shall create or be construed to create any rights in and/or for the benefit of the general public in or to the Easement Area or the Easement granted hereby, except as may be expressly permitted by Grantee.

20. **TERMINATION AND EXTINGUISHMENT OF EASEMENT.**

This Easement Agreement is intended to be perpetual and shall run with the land. It may not be terminated or extinguished except:

(i) by the mutual written agreement of Grantor and Grantee, duly approved by their respective governing bodies;

(ii) by operation of law; or

(iii) if the Easement Area is lawfully vacated, abandoned, or conveyed to a third party with the consent of both Grantor and Grantee.

Any termination or extinguishment shall be evidenced by a written instrument executed by both parties and recorded in the Official Records of Osceola County, Florida.

Signature Page to Follow

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR:
CITY OF KISSIMMEE, FLORIDA

Attest: _____
City Clerk

By: _____
Jackie Espinosa, Mayor-Commissioner

Approved as to form and legality:

City Attorney

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2026 by Jackie Espinosa, the Mayor - Commissioner, of CITY OF KISSIMMEE, FLORIDA, a municipal corporation of the State of Florida, on behalf of the City who is () personally known to me or has produced _____ as identification.

(Notary Seal)

Signature of Notary Public

Name of Notary Typed, Printed or
Stamped

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the date set forth below.

Signed, sealed and delivered in the presence of:	THE SCHOOL BOARD OF OSCEOLA COUNTY, FLORIDA
	By: _____
	Print Name: _____
	Chair
_____ Print Name: _____ Address: _____ _____ _____	
_____ Print Name: _____ Address: _____ _____ _____	

ATTEST:

By: _____

Superintendent

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2026, by _____ as _____ of the School Board of Osceola County, Florida, a public body corporate organized and existing under the Constitution and laws of the State of Florida ☐ who is personally known to me or ☐ who has produced _____ as identification.

(Seal)

Notary Public - State of Florida
Print Notary Name:
My Commission Number is:

**EXHIBIT A
EASEMENT AREA**

[SKETCH AND LEGAL DESCRIPTION OF SUBJECT PROPERTY FOR
EXHIBIT "A" FOLLOW]

**EXHIBIT B
EASEMENT AREA**

[SKETCH AND LEGAL DESCRIPTION OF SUBJECT PROPERTY FOR
EXHIBIT "B" FOLLOW]

ITEM 7.E

Urban and Community Forestry Natural Disaster and Recovery Supplement Grant Application

Request

Request approval to apply for the Urban and Community Forestry Natural Disaster and Recovery Supplement Grant in the amount of \$75,000 (Grant #UCFNDR), and for the City Manager to sign any documents related to the application and award process.

Explanation

The Florida Department of Agriculture and Consumer Services, Florida Forest Services (FFS), has financial assistance through the Urban Forest Improvement and Resilience Project. This program will support professional tree maintenance services to reduce hazards related to trees, protect the public, and enhance storm resilience across designated city-owned properties and public lands. The work will take place at the following locations: Lakefront Park, Oak Street Park Complex, Denn John Park, Bob Makinson Aquatic Center, Rainbow Park, Ladue Park, Kissimmee City Hall, four Kissimmee Fire Stations, and along publicly maintained sections of the Mill Slough walking path. These sites feature mature canopy trees overhanging pedestrian walkways, playgrounds, picnic areas, parking lots, roads, and shoreline access points that serve many residents and visitors. The goal of this project is to proactively address hazards that could cause property damage or injury during future natural disasters, while maintaining tree health and ensuring the long-term vitality of the canopy.

The grant will offer \$75,000 with no City match and is a part of the City's efforts to prioritize storm preparedness and integrate urban forest management best practices.

Recommendation

Approval to apply for the Urban and Community Forestry Natural Disaster and Recovery Supplement Grant in the amount of \$75,000 and for the City Manager to sign any documents related to the application and award process.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Parks & Recreation

Presenter:

Attachment(s):

1. 2025 Urban Forestry- Recovery Supplement

2025 Urban & Community Forestry Natural Disaster and Recovery Supplement

Funding is to improve and reestablish urban forests in 56 peninsular Florida counties that were negatively impacted by Hurricanes Idalia, Helene, and Milton. These efforts will emphasize not just tree planting but also pruning and efforts to enhance urban forest resiliency through strong planning methods. The primary purpose is to not just replace lost canopy, but to ensure that the urban forest is more resilient to future storms, enhancing the likelihood of long-term recovery.

Applications are being accepted from nonprofit organizations, educational institutions, local governments, and American tribal governments from these counties: Alachua, Baker, Bradford, Brevard, Broward, Charlotte, Citrus, Clay, Collier, Columbia, DeSoto, Dixie, Duval, Flagler, Franklin, Gadsden, Gilchrist, Glades, Hamilton, Hardee, Hendry, Hernando, Highlands, Hillsborough, Indian River, Jefferson, Lafayette, Lake, Lee, Leon, Levy, Madison, Manatee, Marion, Martin, Miami-Dade, Monroe, Nassau, Okeechobee, Orange, Osceola, Palm Beach, Pasco, Pinellas, Polk, Putnam, Sarasota, Seminole, St. Johns, St. Lucie, Sumter, Suwannee, Taylor, Union, Volusia, and Wakulla.

Application Deadline: March 10, 2026

Contribution Match: 0%

Maximum Award: \$2,500-\$75,000

FDACS, Florida Forest Service (FFS) is requesting proposals for grants to:

- 1. Tree Planting Project**
- 2. Tree Maintenance Projects**
- 3. Public Tree Inventory or Urban Tree Canopy Assessment Projects**

More detailed description of each category on following page.

a. Tree Planting Projects: Tree planting projects will conduct tree planting initiatives utilizing the highest and medium-high wind resistance species found at <https://edis.ifas.ufl.edu/publication/FR173>. All plantings in this category are required to follow the planting requirements listed later in this section. • Applicants must include a significant component of community engagement as part of their scope of work. Examples include surveys to guide species selection, volunteer planting or maintenance days, or door-to-door communication approaches that enable community members near the planting project to be engaged throughout the process. In addition, part of this community engagement should include sharing with residents how the applicant plans to maintain the newly planted trees to best provide benefit to the community. Language access should be considered a part of community engagement to ensure equal access for residents to participate in projects funded by this grant.

b. Tree Maintenance Projects: Tree maintenance projects will help reduce hazards to the public from trees should future natural disasters occur in the Florida counties eligible for funding. • Eligible activities include pruning hazardous branches overhanging public rights-of-way, structural pruning to act as a preventative measure to reduce future risk in storms, or other tree pruning activities that would reduce risk levels while following industry best management practices. • Funds cannot be used for tree work on private property. The only exception would be to allow for pruning of a private tree that overhangs a public area (such as a private tree with hazardous branches overhanging a road). These trees can be pruned only to the extent of reducing hazards in the public area adjacent while still allowing for proper pruning cuts.

c. Public Tree Inventory or Urban Tree Canopy Assessment Projects: Public tree inventory or urban tree canopy assessment projects will help communities develop or enhance inventories/assessments of public trees. Up-to-date inventories will help provide more efficient and effective urban forest management. Examples of public tree inventory or urban tree canopy assessment projects include:

- Tree Inventories – Development of a local tree inventory/hazardous tree inventory on nonfederal public properties, including parks, rights-of-way, and preserves. This can include the FDACS- 02031 Rev. 02/23 Page 3 of 14 purchase of hardware, software, and related equipment, as well as fees paid to vendors to conduct the inventory. This can also include the examination of individual trees to determine whether they need arboricultural treatments.
- Urban Tree Canopy Assessment - use of remote sensing technology to determine tree canopy coverage and distribution in a defined area (usually a district or municipal boundary). Assessments can also be used to identify potential tree planting spaces and prioritize planting initiatives based on current tree canopy coverage. Eligible costs are the same as above: hardware, software, related equipment, and vendor fees. objective of an urban forest management plan is to:
- Urban Forest Management Plans funded through this program must include: Description of community -- the current state and needs of the community and the urban forest baseline. Current tree canopy data from an inventory or assessment, community needs, priority areas, and a review of current policies and procedures for tree planting and maintenance are examples of items that should be included in this section.

The FDACS, Florida Forest Service (FFS) is requesting applications for projects that include, but are not limited to:

□ Planting storm-resistant species of trees in areas where they would provide tangible benefits to Floridians through energy reduction, mitigating urban heat, water or air quality improvement, stormwater runoff avoidance, or increased greenspace accessibility. Trees to be planted in this category are required to fall under the highest or medium-high wind resistance categories provided in the table below.

Southeastern Coastal Plan Tree Species

Highest Wind Resistance	Medium-High Wind Resistance
Dicots	
Carya floridana, Florida scrub hickory Cornus florida, dogwood Ilex cassine, dahoon holly Ilex glabra, inkberry Ilex opaca, American holly Ilex vomitoria, yaupon holly Lagerstroemia indica, crape myrtle Magnolia grandiflora, southern magnolia Quercus geminata, sand live oak Quercus laevis, turkey oak Quercus myrtiflora, myrtle oak Quercus virginiana, live oak Podocarpus spp, podocarpus Vaccinium arboreum, sparkleberry	Acer saccharum, Florida sugar maple Acer palmatum, Japanese maple Betula nigra, river birch Carpinus caroliniana, ironwood Carya glabra, pignut hickory Carya tomentosa, mockemut hickory Cercis canadensis, red bud Chionanthus virginicus, fringe tree Diospyros virginiana, common persimmon Fraxinus americana, white ash Liquidambar styraciflua, sweetgum Magnolia virginiana, sweetbay magnolia Magnolia x soulangiana, saucer magnolia Nyssa aquatica, water tupelo Nyssa sylvatica, black tupelo Ostrya virginiana, American hophombeam Prunus angustifolia, chickasaw plum Quercus michauxii, swamp chestnut Quercus shumardii, Shumard oak Quercus stellata, post oak Ulmus alata, winged elm
Conifers	
Taxodium distichum, baldcypress Taxodium ascendens, pondcypress	
Palms	
Butia capitata, pindo or jelly Phoenix canariensis, Canary Island date Phoenix dactylifera, date Sabal palmetto, cabbage, sabal	

ITEM 7.F

Accept Sponsorship from Pineapple Healthcare

Request

Request approval to accept a \$10,000 sponsorship from Pineapple Healthcare for the PrideFest Kissimmee event and to execute the agreement (Contract #20260173).

Explanation

In January 2026, Pineapple Healthcare approached the City of Kissimmee to request sponsorship for the PrideFest Kissimmee event scheduled on May 30, 2026. Both parties agreed on a sponsorship package of \$10,000 to enhance PrideFest with new activations and additional marketing efforts. The attached contract was reviewed and approved by the City of Kissimmee's legal department. In exchange for the \$10,000 sponsorship, the City of Kissimmee will provide a custom activation, a 10 x 20 vendor space for promotional materials, and a sponsor logo/mention on social media posts, radio advertisements, and the event stage. The Parks and Recreation Department requests the City Commission's approval to accept the funds and allocate them toward operating expenses for PrideFest Kissimmee.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
00150663	505252	Increase	\$10,000.00	
00100366	366001	Increase	\$10,000.00	

Financial Summary:

A budget amendment will be needed to increase both the expense account and the revenue account accordingly.

Recommendation

Approve the sponsorship from Pineapple Healthcare for the Pridefest Kissimmee event in the amount of \$10,000.00 and execute the contract.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Parks & Recreation

Presenter:

Attachment(s):

1. (S) Pineapple Healthcare Sponsorship Agreement 2026
City of Kissimmee

**SPONSORSHIP AGREEMENT
BETWEEN CITY OF KISSIMMEE
AND PINEAPPLE HEALTHCARE,
INC.**

THIS AGREEMENT is made this _____ day of ____, 2026 by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, whose address is 101 Church Street, Kissimmee, Florida 34741 referred to as “CITY” and **PINEAPPLE HEALTHCARE, INC.**, whose address is 1724 33rd Street, Suite 100, Orlando, Florida 32839, hereinafter referred to as “SPONSOR,” collectively hereinafter referred to as the “Parties,” and each represents as follows:

WITNESSETH

WHEREAS, the CITY hosts PrideFest Kissimmee on May 30, 2026 (hereinafter “PrideFest”); and

WHEREAS, SPONSOR has been selected as a vendor for PrideFest; and

WHEREAS, SPONSOR approached the CITY regarding sponsorship of PrideFest (hereinafter “Sponsorship Proposal”); and

WHEREAS, CITY desires to accept the Sponsorship Proposal; and

WHEREAS, CITY’s Commission may accept the Sponsorship Proposal pursuant to City Policy 402; and

WHEREAS, the Parties desire to enter into a Sponsorship Agreement for PrideFest (hereinafter “Agreement”); and

WHEREAS, the Parties value this Agreement at \$10,000; and

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and value considerations, the receipt and sufficiency of which are 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. **TERM.** The term of this Agreement shall begin on the date of execution by the last party hereto and shall continue through the conclusion of the 2026 edition of PrideFest.
3. **SPONSOR RESPONSIBILITIES:** SPONSOR Pay \$10,000 to the CITY on or before May 30, 2026, in consideration for Sponsorship of PrideFest.

4. CITY RESPONSIBILITIES FOR PRIDEFEST:

- a. Provide a ten (10) foot by twenty (20) foot space at PrideFest for SPONSOR to use for advertising and marketing purposes.
- b. Display SPONSOR's branding at PrideFest.
- c. Include SPONSOR'S logo on flyers, save the dates, and website or social media postings related to CITY's PrideFest.
- d. Mention SPONSOR during any radio advertisement related to CITY's PrideFest.

5. **TERMINATION FOR CAUSE.** CITY may terminate this Agreement for cause in the event of any breach by SPONSOR of the conditions set forth in this Agreement, including any nonperformance of duties, CITY'S Designated Representative may send a certified letter to SPONSOR requesting that SPONSOR show cause why the Agreement should not be terminated. If adequate assurances or acceptable reasons are not given to CITY within fifteen (15) days of the receipt by SPONSOR of said show cause notice, CITY may consider SPONSOR to be in default, and may immediately terminate this Agreement.
6. **TERMINATION FOR CONVENIENCE.** CITY reserves the right to terminate the Agreement in whole or in part, by giving SPONSOR written notice at least thirty (30) days prior to effective date of termination. All other rights and duties of the parties under the Agreement shall continue during such notice period, and CITY shall continue to be responsible to SPONSOR for any obligation to the extent such responsibility has not been excused by breach or default of SPONSOR.
7. **INDEMNIFICATION.** To the extent permitted by law, SPONSOR hereby releases and waives all claims against CITY, its officers, employees, agents, independent contractors for any injury or damaged to the person, property, or business of SPONSOR agents, employees, or other persons, for which injury or damaged results from any act, neglect, occurrence stemming from SPONSOR's performance of the AGREEMENT. Nothing in the agreement shall be construed as a waiver of CITY'S statutory sovereign immunity pursuant to Section 768.28, Florida Statutes. SPONSOR agrees to indemnify and hold harmless 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 SPONSOR performance of the Agreement or any breach or default of SPONSOR. This provision shall remain in effect even after the termination of the Agreement.

8. **NONDISCRIMINATION.** SPONSOR agrees not to discriminate against any citizen, employee or employment applicant on the basis of race, color, religion, national origin, ancestry, sex, marital status or age in the performance of the obligations of this Agreement. Violation of this provision shall be treated as a breach of this Agreement.
9. **NONASSIGNMENT.** SPONSOR shall not, without prior consent of CITY, assign this Agreement or any portion hereof. Any unauthorized assignment shall be void and shall terminate the Agreement at CITY'S option. SPONSOR's interest in this Agreement is not assignable by operation of law.
10. **APPLICABLE LAWS.** This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Florida.
11. **JURY TRIAL WAIVER/VENUE/WAIVER OF ATTORNEY FEES.** It is mutually agreed by the parties that each do hereby waive the right to a jury trial in any action, proceeding, claim or counterclaim which may be brought by either of the parties hereto against the other on any matter concerning or arising out of this Agreement. Venue shall be Osceola County, Florida. Each party waives the right to attorney's fees in any action to enforce this Agreement.
12. **WAIVER.** No failure of CITY to insist upon strict performance in any one or more terms of this Agreement, nor any failure of CITY to exercise any right or remedy under this Agreement shall constitute a waiver of any such term, right, or remedy CITY may have, or future rights to enforce compliance.
13. **NOTICES.** CITY designates the Department Head of the Parks and Recreation Department to represent CITY in all matters pertaining to and arising from the work and performance of this Agreement. 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: Attention: Director, Parks & Recreation Department City of Kissimmee 101 Church Street Kissimmee, Florida 34741	Notice to Sponsor: Pineapple Healthcare Inc 1724 33rd Street, Suite 100 Orlando, FL 32839
---	---

14. **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.

15. **MODIFICATIONS.** Any modifications or additional obligations assumed by either party in connection with this Agreement shall be binding only if evidenced in writing and signed by each party or an authorized representative of each party.
16. **BINDING.** This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns as permitted by this Agreement.
17. **SEVERABILITY.** In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.
18. **PUBLIC RECORDS.** SPONSOR 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, SPONSOR shall keep and maintain public records required by the City to perform the service.

If SPONSOR has questions regarding the application of Chapter 119, Florida Statutes, to SPONSOR's duty to provide public records relating to this Agreement, contact the Custodian of Public Records at 407-518-2308, cityclerkemail@kissimmee.gov, and 101 Church Street, Kissimmee, Florida 34741.

- a. If the City's Custodian of Records requests records from SPONSOR, SPONSOR 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. SPONSOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the SPONSOR does not transfer the records to the City.
- c. Upon completion of the Agreement, SPONSOR shall transfer, at no cost, to the City all public records in possession of SPONSOR or keep and maintain public records required by the City to perform the service. If SPONSOR transfers all public records to the City upon completion of the Agreement, SPONSOR shall destroy any duplicate public records that are exempt or confidential and exempt

from public records disclosure requirements. If SPONSOR keeps and maintains public records upon completion of the Agreement, SPONSOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. Unless otherwise directed by the City, all records will be transferred at the conclusion of the Agreement.

- d. Upon notice to SPONSOR of a request to inspect or copy public records relating to a City Agreement, SPONSOR shall provide the records to the City or allow the records to be inspected or copied within a reasonable time.
- e. If SPONSOR does not comply with the City's request for records, such failure shall constitute a material breach and the Agreement shall terminate upon notice by the City.
- f. A SPONSOR who fails to provide the public records to the City within a reasonable time may be subject to penalties under Florida Statutes §119.10.

19. NO WAIVER OF SOVEREIGN IMMUNITY. Notwithstanding, nothing in this Agreement shall be construed as a waiver by the CITY of its rights to statutory sovereign immunity pursuant to Fla. Stat. §768.28.

20. COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS. The Parties shall comply with all Federal, State, County and local laws, regulations, ordinances, and health and regulations at all times.

[SIGNATURES ON FOLLOWING PAGE.]

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

SPONSOR

By: EAS

Date: 3/4/2026

STATE OF FLORIDA)
COUNTY OF OSCEOLA)

The foregoing instrument was acknowledged before me this 4 day of March, 2026, by means of ☐ physical presence or ☐ online notarization, by Ethan Suarez as CEO of Pineapple Healthcare, Inc., who is personally known to me or has produced identification, and acknowledged before me that they executed the forgoing instrument as such officer in the name and on behalf of the corporation.

Seal:

[Signature]
Notary Public



ANDRES FUENTES PLAZA
Commission # HH 537625
Expires June 11, 2028

CITY OF KISSIMMEE

Jackie Espinosa, Mayor-Commissioner

Date: _____

ATTEST:

City Clerk

ITEM 7.G

Amendment to CDBG-MIT Agreement for Woodside Drainage Improvements

Request

Request approval to execute Amendment No. 2 to the Community Development Block Grant – Mitigation (CDBG-MIT) Subrecipient Agreement IR030 (Grant #CDBGMIT) between the Florida Department of Commerce and the City for the Woodside Drainage & Utility Infrastructure Improvements, Phase 2 project.

Explanation

On March 15, 2022, the City Commission approved accepting \$3,400,000 in federal grant funding through the CDBG-MIT Program (Grant #CDBGMIT), administered by the State of Florida under Agreement IR030 for the Woodside Drainage Improvement project. The project aims to improve drainage to reduce and prevent flooding in the Woodside area. Its boundaries extend from Heron Ditch to Shingle Creek.

Amendment No. 2 to Agreement IR030 extends the grant period to April 14, 2027, providing additional time to complete the project. The amendment also updates administrative details, including references to the Florida Department of Commerce (formerly the Florida Department of Economic Opportunity), audit requirements, reporting procedures, and other federal and state compliance standards.

Approval of Amendment No. 2 will enable the City to proceed with the Woodside Drainage & Utility Infrastructure Improvements, Phase 2 project, while preserving eligibility to use the existing grant funds.

Recommendation

Approval to execute Amendment No. 2 to the CDBG-MIT Subrecipient Agreement IR030 between the Florida Department of Commerce and the City for the Woodside Drainage & Utility Infrastructure Improvements, Phase 2 project.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. (S) Grant Amendment No. 2 - IR030
2. Grant Amendment No. 1 - IR030
3. Executed Grant Agreement - IR030
4. Limited Delegation of Authority Letter

**AMENDMENT TWO
TO THE FEDERALLY FUNDED
COMMUNITY DEVELOPMENT BLOCK GRANT
MITIGATION PROGRAM (CDBG-MIT)
SUBRECIPIENT AGREEMENT**

On **April 15, 2022**, the State of Florida, Department of Commerce (“Commerce”), formerly known as the Florida Department of Commerce and the **City of Kissimmee, Florida** (“Subrecipient”) entered into agreement **IR030** (“Agreement”). Commerce and the Subrecipient may individually be referred to herein as a “Party” or collectively as the “Parties.”

WHEREAS, Section 5, Modification of Agreement, of the Agreement provides that any amendment to the Agreement shall be in writing executed by the Parties thereto; and

WHEREAS the Agreement was previously amended on **October 27, 2022**; and

WHEREAS the Parties wish to amend the Agreement as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. On July 1, 2023, the Florida Department of Economic Opportunity was renamed to the Florida Department of Commerce. Effective July 1, 2023, all references throughout the Agreement to “Department of Economic Opportunity” or “DEO” are replaced with “Department of Commerce” or “Commerce” as appropriate.
2. **Section 3, Period of Agreement**, is hereby deleted in its entirety and replaced with the following:

(3) Period of Agreement. This Agreement begins April 15, 2022, (the “Effective Date”) and ends April 14, 2027, unless otherwise terminated as provided in this Agreement. Commerce shall not grant any extension of this Agreement unless Subrecipient provides justification satisfactory to Commerce in its sole discretion and Commerce’s Deputy Secretary of the Division of Community Development approves such.
3. **Section (7)(a) Audit Requirement**, Section (a) is hereby deleted in its entirety and replaced with the following:

(a) The Subrecipient shall conduct a single or program-specific audit in accordance with the provisions of 2 CFR part 200 if it expends one million dollars (\$1,000,000) or more in Federal awards from all sources during its fiscal year.
4. **Section 15, Citizen Complaints**, is hereby deleted in its entirety and replaced with the following:

(15) Citizen Complaints. The goal of Commerce is to provide an opportunity to resolve citizen complaints in a timely manner, usually within fifteen (15) business days of the receipt of the complaint as expected by HUD, if practicable, and to provide the right to participate in the process and appeal a decision when there is reason for an applicant to believe its application was not handled

Commerce Agreement Number: IR030

according to program policies. All applications, guidelines and websites will include details on the right to file a complaint or appeal and the process for filing a complaint or beginning an appeal.

The Subrecipient will handle citizen complaints by:

- (a) Conducting investigations, as necessary;
- (b) Finding a resolution; or
- (c) Conducting follow-up actions.

Program Appeals

Applicants may appeal program decisions related to one of the following activities:

- (a) A program eligibility determination;
- (b) A program assistance award calculation; or
- (c) A program decision concerning housing unit damage and the resulting program outcome.

Citizens may file a written complaint or appeal with the Office of Long-Term Resiliency by email at CDBG-DR@commerce.fl.gov or by mail to the following address:

Attention: Office of Long-Term Resiliency
Florida Department of Commerce
107 East Madison Street
The Caldwell Building, MSC 420
Tallahassee, Florida 32399

HUD Complaints

If the complainant is not satisfied by the Subrecipient's determination or Commerce's response, then the complainant may file a written appeal by following the instructions issued in the letter of response. If the complainant has not been satisfied with the response at the conclusion of the complaint or appeals process, a formal complaint may then be addressed directly to the regional Department of Housing and Urban Development (HUD) at:

Department of Housing & Urban Development
Charles E. Bennet Federal Building
400 West Bay Street, Suite 1015
Jacksonville, FL 32202

Fair Housing Complaints

The Florida Office of Long-Term Resiliency operates in Accordance with the Federal Fair Housing Law (The Fair Housing Amendments Act of 1988). Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination: 1-800-669-9777 (Toll Free), 1-800-927-9275 (TTY) or www.hud.gov/fairhousing.

5. **Section 28, Employment Eligibility Verification**, is hereby deleted in its entirety and replaced with the following:

(28) Employment Eligibility Verification

- A. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new

Commerce Agreement Number: IR030

employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: <https://www.e-verify.gov/>.

B. In accordance with section 448.095, F.S., the State of Florida expressly requires the following:

- (1) Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
- (2) An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.

C. If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

6. This Agreement is hereby amended to add the following:

(32) CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED

If applicable, and in accordance with section 287.138, F.S., a contract between a governmental entity and an entity which would give access to an individual's personal identifying information which is executed, extended, or renewed on or after the dates provided in section 287.138(4), F.S., must include an attestation by the entity on Form PUR 1355, "Foreign Country of Concern Attestation Form," which is incorporated herein by reference.

If applicable, Subrecipient must provide Commerce with a signed Foreign Country of Concern Attestation Form pursuant to section 287.138(4), F.S., and rule 60A-1.020, F.A.C.

(33) FOREIGN INFLUENCE

In accordance with section 286.101, F.S., if this Agreement has a value of \$100,000 or more, Subrecipient shall disclose to Commerce any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. The disclosure requirements are more fully defined within the statute. Subrecipient represents that it is, and for the duration of this Agreement will remain, in compliance with section 286.101, F.S.

(34) HUMAN TRAFFICKING

If applicable, and in accordance with section 787.06, F.S., when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

Commerce Agreement Number: IR030

If applicable, Subrecipient must provide Commerce with an affidavit signed by an officer or a representative of Subrecipient under penalty of perjury attesting that Subrecipient does not use coercion for labor or services as defined in section 787.06, F.S.

7. **Attachment G, Reports, Section 3**, is hereby deleted in its entirety and replaced with the following:

3. The Subrecipient shall closeout its use of the CDBG-MIT funds and its obligations under this Agreement by complying with the closeout procedures in 2 CFR § 200.344. Activities during this close-out period may include, but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances and accounts receivable to the Subrecipient) and determining the custodianship of records.

Notwithstanding the terms of 2 CFR 200.344, upon the expiration of this Agreement, the Subrecipient shall transfer to the recipient any CDBG-MIT funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG-MIT funds. Further, any real property under the Subrecipient's control that was acquired or improved as a whole or in part with CDBG-MIT funds (including CDBG-MIT funds provided to the Subrecipient in the form of a loan) shall be treated in accordance with 24 CFR 570.503(b)(7).

8. **Attachment G, Reports, Section 6**, is hereby deleted in its entirety and replaced with the following:

6. Section 3 Quarterly Reporting Requirements. Reporting of labor hours for Section 3 projects must comply with 24 CFR §75.25(a). Subrecipients must report the following: (i) the total number of labor hours worked; (ii) the total number of labor hours worked by Section 3 workers; and (i) the total number of labor hours worked by Targeted Section 3 workers. If Section 3 benchmarks are not met, the subrecipient's qualitative efforts must be reported in a manner required by 24 CFR §75.25(b).

Subrecipients shall provide Section 3 Reporting quarterly to Commerce by the 10th of each quarter (January 10, April 10, July 10, and October 10). For Section 3 Reporting, Subrecipients should complete and return the Project Implementation Plan template to Commerce.

9. Attachment I, Audit Requirements, is hereby deleted in its entirety and replaced with the attached Attachment I – Audit Requirements.

10. Attachment J, Audit Compliance Certification, is hereby deleted in its entirety and replaced with the attached Attachment J- Audit Compliance Certification

11. All other terms and conditions of the Subrecipient Agreement not otherwise amended remain in full force and effect.

~ Remainder Left Intentionally Blank ~

IN WITNESS HEREOF, by signature below, the Parties agree to abide by the terms, conditions, and provisions of Commerce Agreement Number **IR030**, as amended. This Amendment is effective on the date the last Party signs this Amendment.

CITY OF KISSIMMEE, FLORIDA	FLORIDA DEPARTMENT OF COMMERCE
SIGNED:	SIGNED:
MIKE STEIGERWALD	J. ALEX KELLY
CITY MANAGER	SECRETARY
DATE:	DATE:

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

**OFFICE OF GENERAL COUNSEL
FLORIDA DEPARTMENT OF COMMERCE**

By: _____

Approved Date: _____

Attachment I – Audit Requirements

The administration of resources awarded by Commerce to the Subrecipient may be subject to audits and/or monitoring by Commerce as described in this section.

MONITORING

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

AUDITS**PART I: FEDERALLY FUNDED**

This part is applicable if the Subrecipient is a State or local government, or a non-profit organization as defined in

2 C.F.R. part 200, as revised.

1. In the event that the Subrecipient expends \$1,000,000 or more in federal awards in its fiscal year, the Subrecipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200 Subpart F (Audit Requirements), as revised. In determining the federal awards expended in its fiscal year, the Subrecipient shall consider all sources of federal awards, including federal resources received from Commerce. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 C.F.R. 200 Subpart F (Audit Requirements), as revised. An audit of the Subrecipient conducted by the Auditor General in accordance with the provisions of 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the Subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 C.F.R. 200 Subpart F (Audit Requirements), as revised.
3. If the Subrecipient expends less than \$1,000,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, is not required. In the event that the Subrecipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Subrecipient resources obtained from other than federal entities).

4. Although 2 C.F.R. 200 Subpart F (Audit Requirements) does not apply to commercial (for-profit) organizations, the pass-through entity has an obligation to ensure that for-profit Sub-subrecipients that expend \$1,000,000 or more in federal awards must comply with federal awards guidelines (see 2 C.F.R. 200.501(h)). Additionally, for-profit entities may be subject to certain specific audit requirements of individual federal grantor agencies.

Additional Federal Single Audit Act resources can be found at:

<https://harvester.census.gov/facweb/Resources.aspx>

PART II: STATE FUNDED

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

1. In the event that the Subrecipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Subrecipient, the Subrecipient must have a State single or project-specific audit for such fiscal year in accordance with section 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. In determining the state financial assistance expended in its fiscal year, the Subrecipient shall consider all sources of state financial assistance, including state financial assistance received from Commerce, 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. In connection with the audit requirements addressed in Part II, paragraph 1, the Subrecipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the Subrecipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. In the event that the Subrecipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Subrecipient's resources obtained from other than State entities).

Additional information regarding the Florida Single Audit Act can be found at:

<https://apps.fldfs.com/fsaa/>

PART III: OTHER AUDIT REQUIREMENTS

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

N/A

PART IV: REPORT SUBMISSION

1. Copies of reporting packages, to include any management letter issued by the auditor, for audits conducted in accordance with 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, and required by PART I of this Exhibit Agreement shall be submitted by or on behalf of the Subrecipient directly to each of the following at the address indicated:
 - A. Florida Department of Commerce
Financial Monitoring and Accountability (FMA)
The copy submitted to the FMA section should be sent via email to: FMA-RWB@commerce.fl.gov
 - B. The Federal Audit Clearinghouse designated in 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, electronically at: <https://harvester.census.gov/facweb/>
2. Copies of audit reports for audits conducted in accordance with 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, and required by Part I (in correspondence accompanying the audit report, indicate the date that the Subrecipient received the audit report); copies of the reporting package described in Section .512(c), 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, and any management letters issued by the auditor; copies of reports required by Part II of this Exhibit must be sent to Commerce at the addresses listed in paragraph three (3) below.
3. Copies of financial reporting packages required by PART II of this Agreement shall be submitted by or on behalf of the Subrecipient directly to each of the following:
 - A. Commerce at the following address:

Electronic copies: Audit@commerce.fl.gov
 - B. The Auditor General's Office at the following address:

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

Email Address: flaudgen_localgovt@aud.state.fl.us
4. Any reports, management letter, or other information required to be submitted to Commerce pursuant to this Agreement shall be submitted timely in accordance with 2 C.F.R. part 200 subpart F, section 215.97 F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Subrecipients and Sub-subrecipients, when submitting financial reporting packages to Commerce for audits done in accordance with Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Subrecipient/Sub-subrecipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of six (6) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, or for a period of three (3) years from the date that Commerce closes out the CDBG program year(s) from which the funds were awarded by the U.S. Department of Housing and Urban Development, whichever period is longer, and shall allow Commerce, or its designee, the Chief Financial Officer (CFO), or Auditor General access to such records upon request. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer. The Subrecipient shall ensure that audit working papers are made available to Commerce, or its designee, CFO, or Auditor General upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by Commerce.

Attachment J - Audit Compliance Certification

Email a copy of this form within 60 days of the end of each fiscal year in which this subgrant was open to audit@commerce.fl.gov.	
Subrecipient:	
FEIN:	Subrecipient's Fiscal Year:
Contact Name:	Contact's Phone:
Contact's Email:	
1. Did the Subrecipient expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Subrecipient and the Florida Department of Commerce (Commerce)? ☐ Yes ☐ No If the above answer is yes, answer the following before proceeding to item 2. Did the Subrecipient expend \$750,000 or more of state financial assistance (from Commerce and all other sources of state financial assistance combined) during its fiscal year? ☐ Yes ☐ No If yes, the Subrecipient certifies that it will timely comply with all applicable State single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.	
2. Did the Subrecipient expend federal awards during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Subrecipient and Commerce? ☐ Yes ☐ No If the above answer is yes, also answer the following before proceeding to execution of this certification: Did the Subrecipient expend \$1,000,000 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year? ☐ Yes ☐ No If yes, the Subrecipient certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 C.F.R. part 200, subpart F, as revised.	
By signing below, I certify, on behalf of the Subrecipient, that the above representations for items 1 and 2 are true and correct.	
Signature of Authorized Representative	Date
Printed Name of Authorized Representative	Title of Authorized Representative

DEO Agreement Number: IR030

**AMENDMENT ONE
TO THE FEDERALLY FUNDED
COMMUNITY DEVELOPMENT BLOCK GRANT
MITIGATION PROGRAM (CDBG-MIT)
SUBRECIPIENT AGREEMENT**

On April 4, 2022, the State of Florida, Department of Economic Opportunity ("DEO"), and City of Kissimmee ("Grantee") entered into agreement IR030 ("Agreement"). DEO and the Subrecipient may individually be referred to herein as a "Party" or collectively as the "Parties".

WHEREAS, a scrivener's error resulted in the agreement number being incorrectly reflected in the agreement; and

WHEREAS, Section 5, Modification of Agreement, of the Agreement provides that any amendment to the Agreement shall be in writing executed by the Parties thereto; and

WHEREAS, the Parties wish to amend the Agreement as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. DEO Agreement Number IR033 is hereby deleted and replaced with DEO Agreement Number IR030.
2. Section 15, Citizen Complaints, is hereby deleted in its entirety and replaced with the following:

(15) Citizen Complaints. The goal of DEO is to provide an opportunity to resolve citizen complaints in a timely manner, usually within fifteen (15) business days of the receipt of the complaint as expected by HUD, if practicable, and to provide the right to participate in the process and appeal a decision when there is reason for an applicant to believe its application was not handled according to program policies. All applications, guidelines and websites will include details on the right to file a complaint or appeal and the process for filing a complaint or beginning an appeal.

The Subrecipient will handle citizen complaints by:

- (a) Conducting investigations, as necessary;
- (b) Finding a resolution; or
- (c) Conducting follow-up actions.

Program Appeals

Applicants may appeal program decisions related to one of the following activities:

- (a) A program eligibility determination;
- (b) A program assistance award calculation; or
- (c) A program decision concerning housing unit damage and the resulting program outcome.

Citizens may file a written complaint or appeal with the Office of Long-Term Resiliency by email at CDBG-DR@deo.myflorida.com or by mail to the following address:

Attention: Office of Long-Term Resiliency
Florida Department of Economic Opportunity

DEO Agreement Number: IR030

107 East Madison Street
The Caldwell Building, MSC 420
Tallahassee, Florida 32399

HUD Complaints

If the complainant is not satisfied by the Subrecipient's determination or DEO's response, then the complainant may file a written appeal by following the instructions issued in the letter of response. If the complainant has not been satisfied with the response at the conclusion of the complaint or appeals process, a formal complaint may then be addressed directly to the regional Department of Housing and Urban Development (HUD) at:

Department of Housing & Urban Development
Charles E. Bennet Federal Building
400 West Bay Street, Suite 1015
Jacksonville, FL 32202

Fair Housing Complaints

The Florida Office of Long-Term Resiliency operates in Accordance with the Federal Fair Housing Law (The Fair Housing Amendments Act of 1988). Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination: 1-800-669-9777 (Toll Free), 1-800-927-9275 (TTY) or www.hud.gov/fairhousing.

3. Section 4, of Attachment A, ELIGIBLE TASKS AND DELIVERABLES, is hereby deleted in its entirety and replaced with:

A. Deliverable No. 1 – Construction

Tasks that are eligible for reimbursement are as follows:

1. Site preparation;
2. Clearing and excavating of existing structures;
3. Purchase and installation of inlets and drainage pipes;
4. Purchase and installation of sidewalk repaving material; an
5. Demobilization and construction clean up;
6. Construction Engineering and Inspection (CEI).

4. Section 6, of Attachment A, DELIVERABLES, is hereby deleted in its entirety and replaced with the following::

6. DELIVERABLES:

Deliverable No. 1 - Construction		
TASKS	MINIMUM LEVEL OF SERVICE	FINANCIAL CONSEQUENCES
Subrecipient shall complete task as detailed in Section 4A above of this Scope of Work.	Subrecipient may request reimbursement upon completion activities in accordance with Section 4A of this Scope of Work in the following increments: 10%, 20%, 40%, 40%, 50%, 60%, 70%,	Failure to complete the minimum performance measures as specified shall result in non-payment for this deliverable for each payment request.

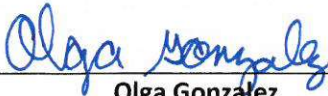
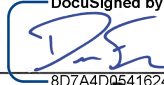
DEO Agreement Number: IR030

	80%, 90% and 100%, evidenced by the submittal of the following documentation: 1) AIA forms G702 and G703, or similar accepted DEO form, completed by a licensed professional certifying to the percentage of project completion; 2) Photographs of project in progress and completed; and 3) Invoice package in accordance with Section 7 of this Scope of Work	
Deliverable 1 Cost - \$3,400,000.00		
Total Project Costs Not to Exceed: \$3,400,000.00		

~ Remainder Left Intentionally Blank ~

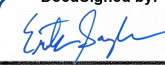
DEO Agreement Number: IR030

IN WITNESS HEREOF, by signature below, the Parties agree to abide by the terms, conditions, and provisions of DEO Agreement Number IR030, as amended. This Amendment is effective on the date the last Party signs this Amendment.

CITY OF KISSIMMEE	DEPARTMENT OF ECONOMIC OPPORTUNITY
SIGNED:  Olga Gonzalez Mayor	SIGNED: DocuSigned by:  8D7A4D06416240F Dane Eagle Secretary
DATE: 9/26/2022	DATE: 10/27/2022

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL
DEPARTMENT OF ECONOMIC OPPORTUNITY

DocuSigned by:

By: AA5D1E9D97684B4...
10/5/2022
Approved Date: _____

State of Florida
Department of Economic Opportunity

Federally Funded
Community Development Block Grant
Mitigation Program (CDBG-MIT)
Subrecipient Agreement

THIS SUBRECIPIENT AGREEMENT is entered into by the State of Florida, Department of Economic Opportunity, (hereinafter referred to as "DEO") and the City of Kissimmee (hereinafter referred to as the "Subrecipient") each individually a "Party" and collectively "the Parties".

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, pursuant to Public Law (P.L.) P.L. 115-123 Bipartisan Budget Act of 2018 and Additional Supplemental Appropriations for Disaster Relief Act 2018 (approved February 9, 2018), and P.L. 116-20 Supplemental Appropriations for Disaster Relief Requirements Act, 2019 (approved June 6, 2019), Division B, Subdivision 1 of the Bipartisan Budget Act of 2018, P.L. 115-56, the "Continuing Appropriations Act, 2018"; and the requirements of the Federal Register (FR) notices entitled "Allocations, Common Application, Waivers, and Alternative Requirements for Community Development Block Grant Mitigation Grantees", 84 FR 45838 (August 30, 2019) and "Allocations, Common Application, Waivers, and Alternative Requirements for Community Development Block Grant Disaster Recovery Grantees" (CDBG Mitigation) 86 FR 561 (January 6, 2021);(hereinafter collectively referred to as the "Federal Register Guidance"), the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD") has awarded Community Development Block Grant–Mitigation (CDBG-MIT) funds to DEO for mitigation activities authorized under Title I of the Housing and Community Development Act of 1974 (HCDA) (42 United States Code (U.S.C.) § 5301 *et seq.*) and applicable implementing regulations at 24 C.F.R. part 570 and consistent with the Appropriations Act.

WHEREAS, CDBG-MIT funds made available for use by the Subrecipient under this Agreement constitute a subaward of the DEO Federal award, the use of which must be in accordance with requirements imposed by Federal statutes, regulations and the terms and conditions of DEO's Federal award.

WHEREAS, the Subrecipient has legal authority to enter into this Agreement and by signing this Agreement, the Subrecipient represents and warrants to DEO that it will comply with all the requirements of the subaward described herein.

WHEREAS, all CDBG-MIT activities carried out by the Subrecipient will: (1) meet the definition of mitigation activities. For the purpose of this funding, mitigation activities are defined as those activities that increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters; (2) address the current and future risks as identified in DEO's Mitigation Needs Assessment of most impacted and distressed area(s); (3) be CDBG-eligible activities under the HCDA or otherwise eligible pursuant to a waiver or alternative requirement; and (4) meet a national objective, including additional criteria for mitigation activities and a Covered Project.

NOW THEREFORE, DEO and the Subrecipient agree to the following:

(1) SCOPE OF WORK

The Scope of Work for this Agreement includes Attachment A, Project Description and Deliverables. With respect to Attachment B, Project Budget, and Attachment C, Activity Work Plan, the Subrecipient shall submit to DEO such Attachments in conformity with the current examples attached hereto as necessary and appropriate. Provided further, if there is a disagreement between the Parties, with respect to the formatting and contents of such attachments, then DEO's decisions with respect to same shall prevail, at DEO's sole and absolute discretion.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

Subrecipient has diligently reviewed this Agreement and is a sophisticated organization having experience managing projects with funds made available through federal grants. Subrecipient is familiar with DEO's grant agreement with HUD, has reviewed applicable CDBG-MIT regulations and guidelines, will conduct, and will ensure its activities are in compliance with DEO's grant agreement with HUD and all applicable CDBG-MIT regulations and guidelines. Subrecipient agrees to abide by all applicable State and Federal laws, rules and regulations as now in effect and as may be amended from time to time, including but not limited to, the Federal laws and regulations set forth in 24 CFR Part 570, applicable Federal Register Notices, the State's Action Plan, and all applicable CDBG-MIT regulations and guidelines.

Subrecipient shall ensure that all its activities under this Contract shall be conducted in conformance with these provisions, as applicable: 45 CFR Part 75, 29 CFR Part 95, 2 CFR Part 200, 20 CFR Part 601, 24 CFR Part 570 subpart I, *et seq.*, and all other applicable federal laws, regulations, and policies governing the funds provided under this Agreement as now in effect and as may be amended from time to time.

(3) PERIOD OF AGREEMENT

This Agreement is effective as of the date DEO executes this Agreement (the "Effective Date") and ends forty-eight (48) months after execution by DEO, unless otherwise terminated as set forth herein.

(4) RENEWAL AND EXTENSION

This Agreement shall not be renewed. DEO shall not grant any extension of this Agreement unless the Subrecipient provides justification satisfactory to DEO in its sole discretion and DEO's Director of the Division of Community Development approves such extension in writing

(5) MODIFICATION OF AGREEMENT

Modifications to this Agreement shall be valid only when executed in writing by the Parties. Any modification request by the Subrecipient constitutes a request to negotiate the terms of this Agreement. DEO may accept or reject any proposed modification based on DEO's sole determination and absolute discretion, that any such acceptance or rejection is in the State's best interest.

(6) RECORDS

(a) The Subrecipient's performance under this Agreement shall be subject to 2 CFR part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards as now in effect and as may be amended from time to time.

(b) Representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability,

and representatives of the Federal government and their duly authorized representatives shall have access to any of the Subrecipient's books, documents, papers and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

(c) The Subrecipient shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by DEO under this Agreement.

(d) The Subrecipient will provide to DEO all necessary and appropriate financial and compliance audits in accordance with Paragraph (7), Audit Requirements and Attachments I and J herein and ensure that all related party transactions are disclosed to the auditor.

(e) The Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and the compliance of all subrecipients, contractors, subcontractors and consultants paid from funds under this Agreement for a period of six (6) years from the date DEO issues the final closeout for this award. The Subrecipient shall also comply with the provisions of 24 CFR 570.493 and 24 CFR 570.502(a)(7)(ii). The Subrecipient shall further ensure that audit working papers are available upon request for a period of six (6) years from the date DEO issues the final closeout of this Agreement, unless extended in writing by DEO. The six-year period may be extended for the following reasons:

1. Litigation, claim or audit initiated before the six-year period expires or extends beyond the six-year period, in which case the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at \$1,000 or more at the time of acquisition shall be retained for six (6) years after final disposition.

3. Records relating to real property acquired shall be retained for six (6) years after the closing on the transfer of title.

(f) The Subrecipient shall maintain all records and supporting documentation for the Subrecipient and for all contractors, subcontractors and consultants paid from funds provided under this Agreement, including documentation of all program costs in a form sufficient to determine compliance with the requirements and objectives of the scope of work and all other applicable laws and regulations.

(g) The Subrecipient shall either (i) maintain all funds provided under this Agreement in a separate bank account or (ii) ensure that the Subrecipient's accounting system shall have sufficient internal controls to separately track the expenditure of all funds from this Agreement. Provided further, that the only option available for advanced funds is to maintain such advanced funds in a separate bank account. There shall be no commingling of funds provided under this Agreement with any other funds, projects or programs. DEO may, in its sole discretion, disallow costs made with commingled funds and require reimbursement for such costs as described herein, Subparagraph (22)(c), Repayments.

(h) The Subrecipient, including all of its employees or agents, contractors, subcontractors and consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the Federal government or their duly authorized representatives. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(7) AUDIT REQUIREMENTS

(a) The Subrecipient shall conduct a single or program-specific audit in accordance with the provisions of 2 CFR part 200 if it expends seven hundred fifty thousand dollars (\$750,000) or more in Federal awards from all sources during its fiscal year.

(b) Within sixty (60) calendar days of the close of Subrecipient's fiscal year, on an annual basis, the Subrecipient shall electronically submit a completed Audit Compliance Certification to audit@deo.myflorida.com, and DEO's grant manager; a blank version of which is attached hereto as

Attachment J. The Subrecipient's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and the Subrecipient.

(c) In addition to the submission requirements listed in Attachment I, Audit Requirements, the Subrecipient shall send an electronic copy of its audit report to DEO's grant manager for this Agreement by June 30 following the end of each fiscal year in which it had an open CDBG-MIT subgrant.

(d) Subrecipient shall also comply with the Federal Audit Clearinghouse rules and directives, including but not limited to the pertinent Report Submissions provisions of 2 C.F.R 200.512, when such provisions are applicable to this Agreement.

(8) REPORTS

Subrecipient shall provide DEO with all reports and information set forth in Attachment G, Reports. The monthly reports and administrative closeout reports must include the current status and progress of Subrecipient and all subcontractors in completing the work described in Attachment A, Scope of Work, and the expenditure of funds under this Agreement. Within 10 calendar days of a request by DEO, Subrecipient shall provide additional program updates or information. Without limiting any other remedy available to DEO, if all required reports and copies are not sent to DEO or are not completed in a manner acceptable to DEO, payments may be withheld until the reports are completed to DEO's satisfaction. DEO may also take other action as stated in Paragraph (13) Remedies or otherwise allowable by law.

(9) INSPECTIONS AND MONITORING

(a) Subrecipient shall cooperate and comply with DEO, HUD, and auditors with any inspections and will immediately provide access to records and financial statements as deemed necessary by DEO, HUD, and their respective auditors at least in accordance with requirements of 2 CFR part 200 and 24 CFR 570.489.

(b) Subrecipient shall cooperate and comply with monitoring of its activities as deemed necessary by DEO to ensure that the subaward is used for authorized purposes in compliance with federal statutes, regulations, and this Agreement.

(c) Without limiting the actions DEO, HUD, or their respective investigators may take, monitoring procedures will include at a minimum: (1) reviewing financial and performance reports required by DEO; (2) following-up and ensuring Subrecipient takes timely and appropriate action on all deficiencies pertaining to the federal award provided to Subrecipient from DEO as detected through audits, on-site reviews and other means; and (3) issuing a management decision for audit findings pertaining to this Federal award provided to Subrecipient from DEO as required by 2 CFR §200.521.

(d) Corrective Actions: DEO may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. DEO may require Subrecipient to take timely and appropriate action on all deficiencies pertaining to the federal award provided to Subrecipient from the pass-through entity as detected through audits, on-site reviews and other means. In response to audit deficiencies or other findings of noncompliance with this agreement, DEO may in its sole discretion and without advance notice, impose additional conditions on the use of the CDBG-MIT funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance. DEO may also take other action as stated in Paragraph (13) Remedies or otherwise allowable by law.

(10) DUPLICATION OF BENEFITS

Subrecipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5155 *et seq.*) and described in Appropriations Acts. Subrecipient must comply with HUD's requirements for duplication of benefits, as described in the Federal Register and HUD guidance (including HUD training materials). Subrecipient shall carry out the activities under this

Agreement in compliance with DEO's procedures to prevent duplication of benefits. Subrecipient shall sign a Subrogation Agreement (See Attachment M).

(11) LIABILITY

(a) If Subrecipient is a state agency or subdivision, as defined in Section 768.28(2), F.S., pursuant to Section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.

(b) Subrecipient assumes sole responsibility for the training and oversight of the parties it deals with or employs to carry out the terms of this Agreement to the extent set forth in Section 768.28, Florida Statutes. Subrecipient shall hold DEO harmless against all claims of whatever nature arises from the work and services performed by third parties under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of DEO but is an independent contractor.

(c) Subrecipient agrees to be fully responsible for its negligent or tortious acts or omissions, which result in claims or suits against DEO. Subrecipient agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, F.S. Nothing herein shall be construed as consent by DEO to be sued by third parties in any matter arising out of any agreement, contract or subcontract.

(d) Nothing herein is intended to serve as a waiver of sovereign immunity by DEO or the Subrecipient.

(12) EVENTS OF DEFAULT

If any of the following events occur ("Events of Default"), DEO may, in its sole and absolute discretion, elect to terminate any obligation to make any further payment of funds, exercise any of the remedies available through this Agreement or pursue any remedy at law or in equity, without limitation:

(a) Any warranty or representation made by Subrecipient, in this Agreement or any previous agreement with DEO, is or becomes false or misleading in any respect, or if Subrecipient fails to keep or perform any of the obligations, terms, or covenants in this Agreement or any previous agreement with DEO or HUD, and/or has not cured them in timely fashion and/or is unable or unwilling to meet its obligations under this Agreement and/or as required by statute, rule, or regulation;

(b) Any material adverse change occurs in the financial condition of Subrecipient at any time during the term of this Agreement and the Subrecipient fails to cure this adverse change within thirty (30) calendar days from the date written notice is sent by DEO;

(c) If Subrecipient fails to submit any required report or submits any required report with incorrect, incomplete, or insufficient information or fails to submit additional information as requested by DEO;

(d) If Subrecipient fails to perform or timely complete any of its obligations under this Agreement, including participating in DEO's Implementation Workshop. The Parties agree that in the event DEO elects to make payments or partial payments after any Events of Default, it does so without waiving the right to exercise any remedies allowable herein or at law and without becoming liable to make any further payment.

(e) Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay

the Subrecipient believes is excusable under this paragraph, Subrecipient shall notify DEO in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Subrecipient could reasonably foresee that a delay could occur as a result or (2) within five (5) calendar days after the date Subrecipient first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE SUBRECIPIENT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. DEO, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Subrecipient of its decision in writing. No claim for damages, other than an extension of time, shall be asserted against DEO. Subrecipient shall not be entitled to an increase in the Agreement price or payment of any kind from DEO for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, Subrecipient shall perform at no increased cost, unless DEO determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to DEO or the State, in which case, DEO may do any or all of the following: (1) accept allocated performance or deliveries from Subrecipient, provided that Subrecipient grants preferential treatment to DEO with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Subrecipient for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity or (3) terminate the Agreement in whole or in part.

(13) REMEDIES

If an Event of Default occurs, DEO may in its sole discretion and without limiting any other right or remedy available, provide thirty (30) calendar days written notice to the Subrecipient and if the Subrecipient fails to cure within those thirty (30) calendar days DEO may choose to exercise one or more of the following remedies, either concurrently or consecutively:

- (a) Terminate this Agreement upon written notice by DEO sent in conformity with Paragraph (17) Notice and Contact;
- (b) Begin any appropriate legal or equitable action to enforce performance of this Agreement;
- (c) Withhold or suspend payment of all or any part of a request for payment;
- (d) Demand Subrecipient return to DEO any funds used for ineligible activities or unallowable costs under this Agreement or any applicable law, rule or regulation governing the use of the funds; and
- (e) Exercise any corrective or remedial actions, including but not limited to:
 - 1. Request additional information from the Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance;
 - 2. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected; and/or
 - 3. Advise the Subrecipient to suspend, discontinue or refrain from incurring costs for any activities in question.
- (f) Exercise any other rights or remedies which may be otherwise available under law.

Pursuit of any of the above remedies does not preclude DEO from pursuing any other remedies in this Agreement or provided at law or in equity. Failure to exercise any right or remedy in this Agreement or failure by DEO to require strict performance does not affect, extend or waive any other right or remedy

DEO Agreement No.: IR033

available or affect the later exercise of the same right or remedy by DEO for any other default by the Subrecipient.

(14) DISPUTE RESOLUTION

DEO shall decide disputes concerning the performance of the Agreement, and document dispute decisions in writing and serve a copy of same to Subrecipient. All decisions are final and conclusive unless the Subrecipient files a petition for administrative hearing with DEO within twenty-one (21) days from the date of receipt of the decision. Exhaustion of administrative remedies prescribed in Chapter 120, F.S., is an absolute condition precedent to Subrecipient's ability to pursue any other form of dispute resolution; provided however, that the Parties may mutually agree to employ the alternative dispute resolution procedures outlined in Chapter 120, F.S.

(15) CITIZEN COMPLAINTS

The goal of DEO is to provide an opportunity to resolve complaints in a timely manner, usually within fifteen (15) business days of the receipt of the complaint as expected by HUD, if practicable, and to provide the right to participate in the process and appeal a decision when there is reason for an applicant to believe its application was not handled according to program policies. All applications, guidelines and websites will include details on the right to file a complaint or appeal and the process for filing a complaint or beginning an appeal.

Applicants are allowed to appeal program decisions related to one of the following activities:

- (a) A program eligibility determination,
- (b) A program assistance award calculation, or
- (c) A program decision concerning housing unit damage and the resulting program outcome.

Citizens may file a written complaint or appeal through the Office of Long-Term Resiliency email at CDBG-DR@deo.myflorida.com or submit by postal mail to the following address:

Attention: Office of Long-Term Resiliency
Florida Department of Economic Opportunity
107 East Madison Street
The Caldwell Building, MSC 400
Tallahassee, Florida 32399

The subrecipient will handle citizen complaints by conducting:

- (a) Investigations as necessary,
- (b) Resolution, and
- (c) Follow-up actions.

If the complainant is not satisfied by Subrecipient's determination, then the complainant may file a written appeal by following the instructions issued in the letter of response. If, at the conclusion of the appeals process, the complainant has not been satisfied with the response, a formal complaint may then be addressed directly to DEO at:

Department of Economic Opportunity
Caldwell Building, MSC-400
107 E Madison Street
Tallahassee, FL 32399

The Florida Office of Long-Term Resiliency operates in Accordance with the Federal Fair Housing Law (The Fair Housing Amendments Act of 1988). Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination: 1-800-669-9777 (Toll Free), 1-800-927-9275 (TTY) or www.hud.gov/fairhousing.

(16) TERMINATION

(a) DEO may immediately suspend or terminate this Agreement for cause by providing written notice, from the date notice is sent by DEO. Cause includes, but is not limited to: an Event of Default as set forth in this Agreement; Subrecipient's improper or ineffective use of funds provided under this Agreement; fraud; lack of compliance with any applicable rules, regulations, statutes, executive orders, HUD guidelines, policies, directives or laws; failure, for any reason, to timely and/or properly perform any of the Subrecipient's obligations under this Agreement; submission of reports that are incorrect or incomplete in any material respect and refusal to permit public access to any document, paper, letter or other material subject to disclosure under law, including Chapter 119, F.S., as amended. The aforementioned reasons for termination are listed in the immediately preceding sentence for illustration purposes but are not limiting DEO's sole and absolute discretion with respect to DEO's right to terminate this Agreement. In the event of suspension or termination, Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs.

(b) DEO may unilaterally terminate this Agreement, in whole or in part, for convenience by providing Subrecipient fourteen (14) days written notice from the date notice is sent by DEO, setting forth the reasons for such termination, the effective date and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, DEO determines that the remaining portion of the award will not accomplish the purpose for which the award was made, DEO may terminate the portion of the award which will not accomplish the purpose for which the award was made. Subrecipient shall continue to perform any work not terminated. In the event of termination for convenience, Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs for the terminated portion of work.

(c) The Parties may terminate this Agreement for their mutual convenience in writing, in the manner agreed upon by the Parties, which must include the effective date of the termination.

(d) In the event that this Agreement is terminated, Subrecipient shall not incur new obligations under the terminated portion of the Agreement after the date Subrecipient has received the notification of termination. Subrecipient shall cancel as many outstanding obligations as possible. DEO shall disallow all costs incurred after Subrecipient's receipt of the termination notice. DEO may, to the extent authorized by law, withhold payments to Subrecipient for the purpose of set-off until the exact amount of damages due to DEO from Subrecipient is determined.

(e) Upon expiration or termination of this Agreement, Subrecipient shall transfer to DEO any CDBG-MIT funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG-MIT funds.

(f) Any real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG-MIT funds (including CDBG-MIT funds provided to the subrecipient in the form of a loan) in excess of \$25,000 must either:

1. Be used to meet a national objective until five years after expiration or termination of this Agreement, unless otherwise agreed upon by the Parties, or except as otherwise set forth herein; or
2. If not used to meet a national objective, Subrecipient shall pay to DEO an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-

DEO Agreement No.: IR033

CDBG-MIT funds for the acquisition or improvement of the property for five years after expiration or termination of this Agreement.

(g) The rights and remedies under this clause are in addition to any other rights or remedies provided by law or under this Agreement.

(17) NOTICE AND CONTACT

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, first class or certified mail with return receipt requested, email with confirmation of receipt of email from Subrecipient, to the representative identified below at the address set forth below or said notification attached to the original of this Agreement.

(b) The name and address of DEO's Grant Manager for this Agreement is:

Brittany Carr
107 E Madison St
Tallahassee, FL 32399
850-921-3258
Brittany.Carr@deo.myflorida.com

(c) The name and address of the Local Government Project Contact for this Agreement is:

Ashley Willis
101 Church Street
Kissimmee, FL 34741
407-518-2177
Ashley.Willis@kissimmee.gov

(d) If different representatives or addresses are designated by either Party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as provided for in this Agreement. Such change shall not require a formal amendment of the Agreement.

(18) CONTRACTS

If the Subrecipient contracts any of the work required under this Agreement, a copy of the proposed contract template and any proposed amendments, extensions, revisions, or other changes thereto, must be forwarded to the DEO grant manager for prior written approval. For each contract, the Subrecipient shall report to DEO as to whether that contractor or any subcontractors hired by the contractor, is a minority vendor, as defined in Section 288.703, F.S. The Subrecipient shall comply with the procurement standards in 2 CFR §200.318 - §200.327 and §200.330 when procuring property and services under this Agreement (refer to Attachments D & E).

The Subrecipient shall include the following terms and conditions in any contract pertaining to the work required under this Agreement:

- (a) the period of performance or date of completion;
- (b) the performance requirements;
- (c) that the contractor is bound by the terms of this Agreement;
- (d) that the contractor is bound by all applicable State and Federal laws, rules, and regulations;
- (e) that the contractor shall hold DEO and Subrecipient harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement;
- (f) the obligation of the Subrecipient to document in Subrecipient's reports the contractor's progress in performing its work under this Agreement;

- (g) the requirements of 2 CFR Appendix II to Part 200 – Contract Provision for Non-Federal Entity Contract Under Federal Awards – (refer to Attachment L)

Subrecipient must comply with CDBG regulations regarding debarred or suspended entities (24 CFR 570.489(l)), pursuant to which CDBG funds must not be provided to excluded or disqualified persons and provisions addressing bid, payment, performance bonds, if applicable, and liquidated damages.

Subrecipient shall maintain oversight of all activities performed under this Agreement and shall ensure that its contractors perform according to the terms and conditions of the procured contracts or agreements and the terms and conditions of this Agreement.

(19) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous understandings. No waiver by DEO may be effective unless made in writing by an authorized DEO official.

(20) ATTACHMENTS

- (a) If any inconsistencies or conflict between the language of this Agreement and the attachments arise, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

- (b) This Agreement contains the following attachments:

Attachment A – Project Description and Deliverables
 Attachment B – Project Budget (Example)
 Attachment C – Activity Work Plan (Example)
 Attachment D – Program and Special Conditions
 Attachment E – State and Federal Statutes, Regulations and Policies
 Attachment F – Civil Rights Compliance
 Attachment G – Reports
 Attachment H – Warranties and Representations
 Attachment I – Audit Requirements and Exhibit 1 to Attachment I – Funding Sources
 Attachment J – Audit Compliance Certification
 Attachment K – SERA Access Authorization Form (form provided after execution of this agreement)
 Attachment L – 2 CFR Appendix II to Part 200
 Attachment M – Subrogation Agreement

(21) FUNDING/CONSIDERATION

- (a) The funding for this Agreement shall not exceed **Three Million Four Hundred Thousand Dollars** (\$3,400,000.00) subject to the availability of funds. The State of Florida and DEO's performance and obligation to pay under this Agreement is contingent upon annual appropriations by the Legislature and subject to any modification in accordance with Chapter 216, F.S. or the Florida Constitution.

- (b) DEO will provide funds to Subrecipient by issuing a Notice of Subgrant Award/Fund Availability ("NFA") through DEO's financial management information system. Each NFA may contain specific terms, conditions, assurances, restrictions or other instructions applicable to the funds provided by the NFA. By accepting funds made available through an NFA, Subrecipient agrees to comply with all terms, conditions, assurances, restrictions or other instructions listed in the NFA.

(c) By execution of this Agreement, Subrecipient certifies that necessary written administrative procedures, processes and fiscal controls are in place for the operation of its CDBG-MIT program for which Subrecipient receives funding from DEO. These written administrative procedures, processes and fiscal controls must, at minimum, comply with applicable state and federal law, rules, regulations, guidance and the terms of this Agreement. Subrecipient agrees to comply with all the terms and conditions of Attachment D, Program and Special Conditions.

(d) Subrecipient shall expend funds only for allowable costs and eligible activities, in accordance with the Scope of Work.

(e) Subrecipient shall request all funds in the manner prescribed by DEO. The authorized signatory for the Subrecipient set forth on the SERA Access Authorization Form must approve the submission of each Request for Funds ("RFF") on behalf of Subrecipient. SERA Access Authorization Form will be provided after the execution of this Agreement.

(f) Except as set forth herein, or unless otherwise authorized in writing by DEO, costs incurred for eligible activities or allowable costs prior to the effective date of this Agreement are ineligible for funding with CDBG-MIT funds.

(g) If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the Federal Office of Management and Budget, the Florida Legislature, the State Chief Financial Officer or under Subparagraph (23), Mandated Conditions of this Agreement, all obligations on the part of DEO to make any further payment of funds will terminate and the Subrecipient shall submit its administrative closeout report and subgrant agreement closeout package as directed by DEO within thirty (30) calendar days from receipt of notice from DEO.

(h) Subrecipient is ultimately responsible for the administration of this Agreement, including monitoring and oversight of any person or entity retained or hired by Subrecipient.

(i) All expenditures under this Agreement shall be made in accordance with this Agreement and any applicable state or federal statutes, rules, or regulations.

(j) Funding for this Agreement is appropriated under Public Law 115-254, Division I, the "Supplemental Appropriations for Disaster Relief Act, 2018" and Public Law 116-20, the "Additional Supplemental Appropriations for Disaster Relief Act, 2019" for the purpose of assisting in long-term recovery from major disasters that occurred in 2017, 2018, and 2019 in accordance with the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121 et seq., (the "Stafford Act").

(k) CDBG-DR funds, appropriated and identified by Public Law, are governed by one or more Federal Register notices that contain requirements, applicable waivers, and alternative requirements that apply to the use of these funds.

(22) REPAYMENTS

(a) Subrecipient shall only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. Subrecipient shall ensure that its contractors, subcontractors, and consultants only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.

(b) In accordance with Section 215.971, F.S., Subrecipient shall refund to DEO any unobligated funds which have been advanced or paid.

(c) Subrecipient shall refund to DEO any funds paid in excess of the amount to which the Subrecipient or its contractors, subcontractors or consultants are entitled under the terms and conditions of this Agreement.

(d) Subrecipient shall refund to DEO any funds received for an activity if the activity does not meet one of the three National Objectives listed in 24 CFR § 570.483(b), (c) and (d); provided, however, the Subrecipient is not required to repay funds for subgrant administration unless DEO, in its sole discretion, determines Subrecipient is at fault for the ineligibility of the activity in question.

(e) Subrecipient shall refund to DEO any funds not spent in accordance with the conditions of this Agreement or applicable law. Such reimbursement shall be sent to DEO, by the Subrecipient, within thirty (30) calendar days from Subrecipient's receipt of notification of such non-compliance.

(f) In accordance with Section 215.34(2), F.S., if a check or other draft is returned to DEO for collection, the Subrecipient shall pay to DEO a service fee of \$15.00 or five percent of the face amount of the returned check or draft, whichever is greater. All refunds or repayments to be made to DEO under this Agreement are to be made payable to the order of "Department of Economic Opportunity" and mailed directly to DEO at the following address:

Department of Economic Opportunity
Community Development Block Grant Programs Cashier
107 East Madison Street – MSC 400
Tallahassee, Florida 32399-6508

(23) MANDATED CONDITIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations and materials submitted or provided by the Subrecipient in this Agreement, in any later submission or response to a DEO request or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations and materials are incorporated herein by reference.

(b) This Agreement shall be construed under the laws of the State of Florida and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. The Parties explicitly waive any right to jury trial.

(c) If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then that provision shall be null and void only to the extent of the conflict or unenforceability, and that provision shall be severable from and shall not invalidate any other provision of this Agreement.

(d) Any power of approval or disapproval granted to DEO under the terms of this Agreement shall survive the term of this Agreement.

(e) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(f) Subrecipient shall comply with all applicable local, state and federal laws, including the Americans With Disabilities Act of 1990, as amended; the Florida Civil Rights Act, as amended, Chapter 760, Florida Statutes; Title VII of the Civil Rights Act of 1964, as amended; (P.L. 101-336, 42 U.S.C. § 12101 *et seq.*) and laws which prohibit discrimination by public and private entities on in employment, public accommodations, transportation, state and local government services and telecommunications.

(g) Pursuant to Section 287.133(2)(a), F.S., a person or affiliate, as defined in Section 287.133(1), F.S., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of thirty-five thousand dollars (\$35,000) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By executing this Agreement, the Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list. The Subrecipient shall disclose if it or any of its affiliates is placed on the convicted vendor list.

(h) Pursuant to Section 287.134(2)(a), F.S., an entity or affiliate, as defined in Section 287.134(1), 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. By executing this Agreement, the Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list. The Subrecipient shall disclose if it or any of its affiliates is placed on the discriminatory vendor list.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

(j) In the event travel is pre-approved by DEO, any bills for travel expenses shall be submitted and reimbursed in accordance with Section 112.061, F.S., the rules promulgated thereunder and 2 CFR § 200.474.

(k) If Subrecipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to DEO or be applied against DEO's obligation to pay the Agreement award amount.

(l) Subrecipient acknowledges being subject to Florida's Government in the Sunshine Law (Section 286.011, F.S.) with respect to the meetings of Subrecipient's governing board or the meetings of any subcommittee making recommendations to the governing board. Subrecipient agrees that all such aforementioned meetings shall be publicly noticed, open to the public and the minutes of all the meetings shall be public records made available to the public in accordance with Chapter 119, F.S.

(m) Subrecipient shall comply with section 519 of P. L. 101-144, the Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1990; and section 906 of P.L. 101-625, the Cranston-Gonzalez National Affordable Housing Act, 1990, by having, or adopting within ninety (90) days of execution of this Agreement, and enforcing, the following:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

(n) Upon expiration or termination of this Agreement, Subrecipient shall transfer to DEO any CDBG-MIT funds remaining at the time of expiration or termination, and any accounts receivable attributable to the use of CDBG-MIT funds.

(24) LOBBYING PROHIBITION

(a) No funds or other resources received from DEO under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Subrecipient certifies, by its signature to this Agreement, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any general loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement;

2. If any funds other than federal appropriated funds have been paid or 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 Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. Subrecipient shall require that 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 as described in this Agreement. 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 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

(25) COPYRIGHT, PATENT AND TRADEMARK

Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. Any and all copyrights accruing under or in connection with the performance of this Agreement are hereby transferred by Subrecipient to the State of Florida.

(a) If the Subrecipient has a pre-existing patent or copyright, Subrecipient shall retain all rights and entitlements to that pre-existing patent or copyright unless this Agreement expressly provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement or in any way connected with it, Subrecipient shall refer the discovery or invention to DEO for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films or other copyrightable material are produced, Subrecipient shall notify DEO. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Subrecipient to the State of Florida.

(c) Within thirty (30) calendar days of execution of this Agreement, Subrecipient shall disclose all intellectual properties relating to the performance of this Agreement which give rise to a patent or copyright. Subrecipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists, and DEO shall have the right to all patents and copyrights which accrue during performance of this Agreement.

(26) LEGAL AUTHORIZATION

(a) Subrecipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. Subrecipient certifies that the undersigned person has the authority to legally execute and bind the Subrecipient to the terms of this Agreement. DEO may, at its discretion, request documentation evidencing the undersigned has authority to bind Subrecipient to this Agreement as of the date of execution; any such documentation is incorporated herein by reference.

(b) Prior to the execution of this Agreement, Subrecipient warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, investigation or any other legal or financial condition that would in any way prohibit, restrain or diminish Subrecipient's ability to satisfy its obligations. Subrecipient shall immediately notify DEO in writing if its ability to perform is compromised in any manner during the term of this Agreement.

(27) PUBLIC RECORD RESPONSIBILITIES

(a) In addition to Subrecipient's responsibility to directly respond to each request it receives for records, in conjunction with this Agreement and to provide the applicable public records in response to such request, Subrecipient shall notify DEO of the receipt and content of all such requests by sending an email to PRRequest@deo.myflorida.com within one (1) business day from receipt of the request.

(b) Subrecipient shall keep and maintain public records required by DEO to perform the Subrecipient's responsibilities hereunder. Subrecipient shall, upon request from DEO's custodian of

public records, provide DEO 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 provided by Chapter 119, F.S., or as otherwise provided by law. Subrecipient shall allow public access to all documents, papers, letters or other materials made or received by the Subrecipient in conjunction with this Agreement, unless the records are exempt from Article I, Section 24(a) of the Florida Constitution and Section 119.07(1), F.S. For records made or received by Subrecipient in conjunction with this Agreement, Subrecipient shall respond to requests to inspect or copy such records in accordance with Chapter 119, F.S. For all such requests for records that are public records, as public records are defined in Section 119.011, F.S., Subrecipient shall be responsible for providing such public records per the cost structure provided in Chapter 119, F.S., and in accordance with all other requirements of Chapter 119, F.S., or as otherwise provided by law.

(c) This Agreement may be terminated by DEO for refusal by Subrecipient to comply with Florida's public records laws or to allow public access to any public record made or received by the Subrecipient in conjunction with this Agreement.

(d) If, for purposes of this Agreement, Subrecipient is a "contractor" as defined in Section 119.0701(1)(a), F.S. ("Subrecipient-contractor"), the Subrecipient-contractor shall transfer to DEO, at no cost to DEO, all public records upon completion including termination, of this Agreement or keep and maintain public records required by DEO to perform the service. If Subrecipient-contractor transfers all public records to the public agency upon completion of this Agreement, Subrecipient-contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Subrecipient-contractor keeps and maintains public records upon completion of the Agreement, the Subrecipient-contractor shall meet all applicable requirements for retaining public records in accordance with Chapters 119 and 257, F.S. All records stored electronically must be provided to DEO, upon request from DEO's custodian of public records, in a format that is compatible with the information technology systems of DEO.

(e) If DEO does not possess a record requested through a public records request, DEO shall notify Subrecipient-contractor of the request as soon as practicable, and the Subrecipient-contractor must provide the records to DEO or allow the records to be inspected or copied within a reasonable time, but in all cases within fourteen business days. If the Subrecipient-contractor does not comply with DEO's request for records, DEO shall enforce the provisions set forth in this Agreement. Subrecipient-contractor who fails to provide public records to DEO within a reasonable time may be subject to penalties under Section 119.10, F.S.

(f) Subrecipient shall notify DEO verbally within twenty-four (24) hours and in writing within seventy-two (72) hours if any data in the Subrecipient's possession related to this Agreement is subpoenaed or improperly used, copied or removed (except in the ordinary course of business) by anyone except an authorized representative of DEO. Subrecipient shall cooperate with DEO, in taking all steps as DEO deems advisable, to prevent misuse, regain possession or otherwise protect the State's rights and the data subject's privacy.

(g) Subrecipient acknowledges DEO is subject to the provisions of Chapter 119, F.S., relating to public records and that reports, invoices and other documents Subrecipient submits to DEO under this Agreement constitute public records under Florida Statutes. Subrecipient shall cooperate with DEO regarding DEO's efforts to comply with the requirements of Chapter 119, F.S.

(h) If Subrecipient submits records to DEO that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by Subrecipient prior to submittal to DEO. Failure to identify the legal basis for each exemption from the requirements of Chapter 119, F.S., prior to submittal of the record to DEO serves as the Subrecipient's waiver of a claim of exemption. Subrecipient shall ensure 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 this Agreement term and following completion of this Agreement if the Subrecipient-contractor does not transfer the records to DEO upon completion, including termination, of this Agreement.

(i) IF SUBRECIPIENT-CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT-CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via email at PRRequest@deo.myflorida.com, or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

(j) To the extent allowable by law, Subrecipient shall be fully liable for the actions of its agents, employees, partners, contractors and subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to public record requests or public record law violation(s), alleged to be caused in whole or in part by the Subrecipient, its agents, employees, partners, contractors or subcontractors, provided, however, Subrecipient does not indemnify for that portion of any costs or damages proximately caused by the negligent act or omission of the State or DEO. DEO, in its sole discretion, has the right, but not the obligation, to enforce this indemnification provision.

(k) DEO does not endorse any Subrecipient, commodity, or service. Subject to Chapter 119, F.S., Subrecipient shall not publicly disseminate any information concerning this Agreement without prior written approval from DEO, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying DEO or the State as a reference, or otherwise linking Subrecipient's name and either a description of the Agreement or the name of DEO or the State in any material published, either in print or electronically, to any other entity that is not a Party to this Agreement, except potential or actual employees, agents, representatives or subcontractors with the professional skills necessary to perform the work services required by the Agreement.

(l) Subrecipient shall comply with the requirements set forth in Section 119.0701, F.S., when entering into any public agency contract for services after the Effective Date of this Agreement. Subrecipient shall amend each of the Subrecipient's public agency contracts for services already in effect as of the Effective Date of this Agreement and which contract will or may be funded in whole or in part with any public funds. DEO may terminate this Agreement if the Subrecipient does not comply with this provision.

(28) EMPLOYMENT ELIGIBILITY VERIFICATION

(a) Section 448.095, F.S., requires the following:

1. Every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

2. A private employer shall, after making an offer of employment which has been accepted by a person, verify such person's employment eligibility. A private employer is not required to verify the employment eligibility of a continuing employee hired before January 1, 2021. However, if a

person is a contract employee retained by a private employer, the private employer must verify the employee's employment eligibility upon the renewal or extension of his or her contract.

(b) E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at:

<https://www.e-verify.gov/>

(c) If the Recipient does not use E-Verify, the Recipient shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

(29) PROGRAM INCOME

(a) The Subrecipient shall report to DEO all program income (as defined at 24 CFR § 570.500(a) or in the Federal Register Guidance governing the CDBG-MIT funds) generated by activities carried out with CDBG-MIT funds made available under this Agreement as part of the Subrecipient's Quarterly Progress Report. The Subrecipient shall use program income in accordance with the applicable requirements of 2 CFR part 200, 24 CFR part 570.489, 570.500, 570.504 and the terms of this Agreement.

(b) Program income generated after closeout shall be returned to DEO. Program income generated prior to closeout shall be returned to DEO unless the program income is used to fund additional units of CDBG-MIT activities, specified in a modification to this Agreement and duly executed prior to administrative closeout.

(30) NATIONAL OBJECTIVES

All activities funded with CDBG-MIT funds must meet the criteria for one of the CDBG program's National Objectives. The Subrecipient certifies that the activities carried out under this Agreement shall meet the following national objectives and satisfy the following criteria:

- (a) Benefit low and moderate income;
- (b) Meet a particularly urgent need;
- (c) Aid in the prevention or elimination of slums or blight.

(31) INDEPENDENT CONTRACTOR

(a) In Subrecipient's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed Subrecipient is at all times acting and performing as an independent contractor. Nothing in this Agreement is intended to or shall be deemed to constitute an employer/employee relationship, partnership or joint venture between the Parties. Subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. Nothing in this Agreement shall be construed to create any agency or employment relationship between DEO Subrecipient, its employees, subcontractors or agents. Neither Party shall have any right, power or authority to assume, create or incur any expense, liability or obligation, express or implied, on behalf of the other.

DEO Agreement No.: IR033

(b) Subrecipient, its officers, agents, employees, subcontractors or assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, agent, joint venturer, or partner of the State of Florida.

(c) Subrecipient shall have sole right to control the manner, method and means by which the services required by this Agreement are performed. DEO shall not be responsible to hire, supervise or pay Subrecipient's employees. Neither Subrecipient, nor its officers, agents, employees, subcontractors or assignees are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.

(d) Subrecipient agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, servant, joint venturer or partner of the State of Florida.

(e) Unless justified by the Subrecipient, and agreed to by DEO in the Scope of Work, DEO will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the Subrecipient or its subcontractor or assignee.

(f) DEO shall not be responsible for withholding taxes with respect to the Subrecipient's use of funds under this Agreement. Subrecipient shall have no claim against DEO for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits or employee benefits of any kind. Subrecipient shall ensure that its employees, subcontractors and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.

(g) Subrecipient, at all times during the Agreement, must comply with the reporting and Reemployment Assistance contribution payment requirements of Chapter 443, F.S.

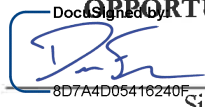
(h) DEO shall not be responsible the provision of any training to Subrecipient, its employees, assigns, agents, representatives or subcontractors in the professional skills necessary to perform the work services required by this Agreement; DEO may provide training in the form of an Implementation Workshop in keeping with implementation

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DEO Agreement No.: IR033

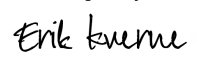
State of Florida
Department of Economic Opportunity
Federally Funded Subrecipient Agreement
Signature Page

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and, in the attachments and exhibits hereto, the Parties executed this Agreement by their duly authorized undersigned officials.

CITY OF KISSIMMEE By <u></u> Signature <u>Olga Gonzalez</u> Title <u>Mayor</u> Date _____ Federal Tax ID # <u>596000348</u> DUNS # <u>070481952</u>	DEPARTMENT OF ECONOMIC OPPORTUNITY By <u></u> Signature <u>Dane Eagle</u> Title <u>Secretary</u> Date <u>4/15/2022</u>
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Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL
DEPARTMENT OF ECONOMIC OPPORTUNITY

DocuSigned by:

By: 93039A4960334DA...
4/12/2022
Approved Date: _____

Attachment A – Project Description and Deliverables

1. PROGRAM DESCRIPTION: In April 2018, the U.S. Department of Housing and Urban Development (HUD) announced the State of Florida, Department of Economic Opportunity (DEO) would receive \$633,485,000 in funding to support long-term mitigation efforts following declared disasters in 2016 and 2017 through HUD's Community Development Block Grant Mitigation (CDBG-MIT) program. Awards were distributed on a competitive basis targeting HUD designated Most Impacted and Distressed (MID) Areas, primarily addressing the Benefits to Low-to-Moderate Income (LMI) National Objective. Additional information may be found in the Federal Register, Vol. 84, No. 169.

The Florida Department of Economic Opportunity (DEO) has apportioned the Federal Award to include the following initiatives: Critical Facility Hardening Program \$75,000,000; General Planning Support Program \$20,000,000; General Infrastructure Program \$475,000,000; and State Planning and Administration \$63,485,000.

This award has been granted under the **General Infrastructure Program**. Projects eligible for funding under this program must be from units of general local government (UGLG) include towns, cities, counties and villages. Eligible Activities include projects that demonstrably increase community resilience. The following types of infrastructure projects are encouraged:

1. Restoration of critical infrastructure
2. Renourishment of protective coastal dune systems and state beaches
3. Building or fortifying buildings that are essential to the health, safety and welfare of a community
4. Rehabilitation or construction of stormwater management systems
5. Improvements to drainage facilities
6. Reconstruction of lift stations and sewage treatment plants
7. Road repair and improvement and bridge strengthening

2. PROJECT DESCRIPTION:

The City of Kissimmee was awarded \$3,400,000 in CDBG-MIT funds to upgrade the drainage system in the Woodside Drive Service Area. After the events of Hurricane Irma, the Woodside Drive service area was identified as a priority by the City due to the significant flooding it sustained. The current stormwater system cannot adequately drain floodwaters, putting homes at risk and disrupting transportation. The Woodside Drive service area is an essential community for affordable housing and this project will ensure the community remains viable.

The project will focus on repairing the already existing drainage system in place. The project will be clearing, excavating, and stabilizing existing infrastructure while installing new inlets, drainage pipes, and repaving sidewalks. This will increase the drainage capacity of the stormwater system. Approximately 3,410 units will benefit from this project. 56% of these units are considered low-and-moderate income.

This project has been fully planned and designed. The City of Kissimmee previously received \$500,000 from the Florida Department of Environmental Protection for design services. Construction will begin within approximately 9 months of the execution of contract and be completed within approximately 15 months thereafter.

3. SUBRECIPIENT RESPONSIBILITIES:

- A. Complete and submit to DEO within thirty (30) days of Agreement execution a staffing plan which must be reviewed and approved by the DEO Grant Manager prior to implementation. Should any changes to the staffing plan be deemed necessary, an updated plan must be submitted to DEO for review and approval within forty-five (45) days. The staffing plan must include the following:
 - 1) Organizational Chart; and
 - 2) Job descriptions for Subrecipient's employees, contracted staff, vendors and contractors.
- B. Develop and submit a copy of the following policies and procedures to the DEO Grant Manager for review and approval within thirty (30) days of Agreement execution. The DEO Grant Manager will provide approval in writing prior to the policies and procedures being implemented.
 - 1) Procurement policies and procedures that incorporate 2 CFR Part 200.317-326. Administrative financial management policies, which must comply with all applicable HUD CDBG-MIT and State of Florida rules.
 - 2) Quality assurance and quality control system policies and procedures that comply with all applicable HUD CDBG-MIT and DEO policies.
 - 3) Policies and procedures to detect and prevent fraud, waste and abuse that describe how the subrecipient will verify the accuracy of monitoring policy indicating how and why monitoring is conducted, the frequency of monitoring policy, and which items will be monitored, and procedures for referring instances of fraud, waste and abuse to HUD OIG Fraud Hotline (phone: 1-800-347-3735 or email hotline@hudoig.gov).
 - 4) Policies and procedures for the requirements under 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award.
- C. Attend fraud related training offered by HUD OIG to assist in the proper management of the CDBG-MIT grant funds when available.
- D. Upload required documents into a system of record provided by DEO.
- E. Complete and submit an updated Project Detail Budget (Attachment B) for review and approval by DEO no later than thirty (30) days after Agreement execution. Any changes to the Project Detail Budget must be submitted in the monthly report submitted to DEO for review and approval by the DEO Grant Manager.
- F. Maintain organized subrecipient agreement files and make them accessible to DEO or its representatives upon request.
- G. Comply with all terms and conditions of the subrecipient agreement, Infrastructure Program Guidelines, Action Plans, Action Plan amendments, and Federal, State and local laws.
- H. Provide copies of all proposed procurement documents to DEO ten (10) business days prior to posting as detailed in Section (17) of Subrecipient Agreement. The proposed procurement documents will be reviewed and approved by DEO Grant Manager. Should the procurement documents require revisions based on state or federal requirements, Subrecipient will be required to postpone procurement and submit revised documents for review and approval.
- I. Provide the following documentation to DEO within ten (10) calendar days after the end of each month:
 - 1) A revised detail report measuring the actual cost versus the projected cost;
 - 2) An updated Attachment C which documents any changes to the projected progress along with justification for the revision.
- J. Develop and submit to DEO a monthly revised detailed timeline for implementation consistent with the milestones outlined in the Infrastructure Program Guidelines and report actual progress against the projected progress ten (10) calendar days after the end of each month.
- K. Provide the following information on a quarterly basis within ten (10) calendar days of the end of each quarter:
 - 1) Submit updated organization chart on a quarterly basis with quarterly report;
 - 2) If staffing changes, there must be a submittal stating the names, job descriptions, on the monthly report deadline;

- 3) A progress report documenting the following information:
 - a) Accomplishments within the past quarter;
 - b) Issues or risks that have been faced with resolutions; and
 - c) Projected activities to be completed within the following quarter.
- L. Subrecipient shall adhere to the deadlines for the project as agreed upon in the Attachment C-Activity Work Plan. If Subrecipient is unable to meet a deadline with thirty (30) calendar days of the due date, Subrecipient shall request an extension of such deadline from DEO in writing no later than thirty (30) business days prior to the deadline. Deadlines shall not be extended outside of the term of this Agreement except by a formal amendment executed in accordance with Section (4) Modification of Agreement.
- M. Close out report will be no later than sixty (60) calendar days after this Agreement ends or is otherwise terminated.
- N. Subrecipient shall provide pictures to document progress and completion of tasks and final project.

4. ELIGIBLE TASKS AND DELIVERABLES:

A. Deliverable No. 1 – Project Implementation

Tasks that are eligible for reimbursement are as follows:

1. Professional services to the City for technical assistance and program management (Davis-Bacon review, Section 3 activities).
2. Environmental review, administrative activities (Environmental Exemption, Public Notice Publication(s), etc.).
3. Grant management to include invoicing, record keeping, prepare and award bids to vendors.
4. Project Closeout, Engineer's Certification of Completion, Grant Closeout Package Completed and Submitted to DEO

B. Deliverable No. 2 – Construction

Tasks that are eligible for reimbursement are as follows:

1. Site preparation;
2. Clearing and excavating of existing structures;
3. Purchase and installation of inlets and drainage pipes;
4. Purchase and installation of sidewalk repaving material; and
5. Demobilization and construction clean up.

5. DEO RESPONSIBILITIES:

1. Monitor the ongoing activities of Subrecipient to ensure all activities are being performed in accordance with the Agreement to the extent required by law or deemed necessary by DEO in its discretion
2. Assign a Grant Manager as a point of contact for Subrecipient
3. Review Subrecipient's invoices described herein and process them on a timely basis
4. DEO shall monitor progress, review reports, conduct site visits, as DEO determines necessary at DEO's sole and absolute discretion, and process payments to Subrecipient

6.DELIVERABLES:

Deliverable No. 1 – Project Implementation		
TASKS	MINIMUM LEVEL OF SERVICE	FINANCIAL CONSEQUENCES
Subrecipient shall provide project implementation activities as identified in Section 4.A.1-4, which shall be reimbursed upon satisfactory completion of an eligible task as detailed, as identified in this Scope of Work.	Subrecipient may request reimbursement upon completion of a minimum of one task as identified in Section 4.A. as evidenced by submittal of the following documentation: 1) Summary of Environmental Review administrative activities performed (if applicable); 2) Invoice package in accordance with section 6 of this Scope of Work.	Failure to complete the minimum performance measures as specified shall result in non-payment for this deliverable for each payment request.
Deliverable 1 Cost: \$170,000.00		
Deliverable No. 2 – Construction		
TASKS	MINIMUM LEVEL OF SERVICE	FINANCIAL CONSEQUENCES
Subrecipient shall complete task as detailed in Section 4.B. above of this Scope of Work.	Subrecipient may request reimbursement upon completion activities in accordance with Section 4.C of this Scope of Work in the following increments: 10%, 20%, 30%, 40%, 50%, 60%, 70%, 80%, 90% and 100%, evidenced by submittal of the following documentation: 1) AIA forms G702 and G703, or similar accepted DEO form, completed by a licensed professional certifying to the percentage of project completion; 2) Photographs of project in progress and completed; and 3) Invoice package in accordance with Section 6 of this Scope of Work.	Failure to complete the minimum performance measures as specified shall result in non-payment for this deliverable for each payment request.
Deliverable 2 Cost: \$3,230,000.00		
Total Project Costs Not to Exceed \$3,400,000.00		

COST SHIFTING: The deliverable amounts specified within the Deliverables Section 6 table above are established based on the Parties' estimation of sufficient delivery of services fulfilling grant purposes under the

Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict DEO's ability to approve and reimburse allowable costs Subrecipient incurred providing the deliverables herein. Prior written approval from DEO's Grant Manager is required for changes to the above Deliverable amounts that do not exceed 25% of each deliverable total funding amount. Changes that exceed 25% of each deliverable total funding amount will require a formal written amendment request from Subrecipient, as described in **MODIFICATION** section of the Agreement. Regardless, in no event shall DEO reimburse costs of more than the total amount of this Agreement.

6. INVOICE SUBMITTAL

DEO shall reimburse Subrecipient in accordance with Section 6, above. In accordance with the Funding Requirements of s. 215.971(1), F.S. and Section 21 of this Agreement, Subrecipient and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during this Agreement. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures

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

- A. Subrecipient shall provide one invoice per month for services rendered during the applicable period of time as defined in the deliverable table. In any month no deliverable has been completed, the subrecipient will provide notice that no invoicing will be submitted.
- B. The following documents shall be submitted with the itemized invoice:
 1. A cover letter signed by Subrecipient's Grant Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section 5, DELIVERABLES, of this Attachment A; (3) have been paid; and (4) were incurred during this Agreement.
 2. Subrecipient's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date;
 3. A certification by a licensed professional using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete.
 4. Photographs of the project in progress and completed work;
 5. A copy of all supporting documentation for vendor payments;
 6. A copy of the bank statement that includes the cancelled check or evidence of electronic funds transfer. The State may require any other information from Subrecipient that the State deems necessary to verify that the services have been rendered under this Agreement.
- C. Subrecipient's invoice and all documentation necessary to support payment requests must be submitted into DEO's Subrecipient Management Reporting Application (SERA). Further instruction on SERA invoicing and reporting, along with a copy of the invoice template, will be provided upon execution of the Agreement.

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DEO Agreement No.: IR030

Attachment B – Project Budget (Example)

Subrecipient: _____

Contract
Number: _____Modification
Number: _____

Activity/Project		National Objective			Beneficiaries					Budget			
Activity	Description	LMI	Slum & Blight	Urgent Need	VLI	LI	MI	Non-LMI	Total	CDBG-MIT Amount	Other Funds	Source*	Total Funds
1. Housing Program - Homeowner Service Project (Example Activities)													
	Home Repair												
	Reconstruction												
	Replacement of Manufactured Homes												
	Temporary Rental and Mortgage Assistance												
	Buyout / Acquisition for Redevelopment												
2. Housing Program - Supportive Housing Initiative PUD Rental Housing Project (Example Activities)													
3. Public Facilities Program – Unified Service Center (Example Activities)													
4. Infrastructure Program (Example Activities)													
	Armstrong Drainage Project												
	Hastings Phase I Sewer												
	Hastings Phase II Sewer												

[illegible]

	Source of Other Funds	Amount
1.		
2.		
3.		
4.		

Attachment C – Activity Work Plan (Example)

Subrecipient

Activity:

Project Budget:

Contract Number:

Date Prepared:

Modification Number:

[illegible]

Attachment D – Program and Special Conditions

1. The Subrecipient shall demonstrate that progress is being made in completing project activities in a timely fashion pursuant to the activity work plan. If the Subrecipient does not comply with the activity work plan schedule, a justification for the delay and a plan for timely accomplishment shall be submitted to DEO within 21 calendar days of receiving DEO's request for justification for the delay. Any project for which the Subrecipient has not completed the activities listed in the Activity Work Plan may be rescinded unless DEO agrees that the Subrecipient has provided adequate justification for the delay.
2. The Subrecipient shall maintain records of expenditure of funds from all sources that will allow accurate and ready comparison between the expenditures and the budget/activity line items as defined in the Project Detail Budget and Activity Work Plan.
3. The Subrecipient shall request DEO's approval for all professional services contracts and/or agreements that will be reimbursed with CDBG-MIT funds. Copies of the following procurement documents must be provided to DEO for review:
 - a. When publication of a Request for Proposal (RFP) is used as a means of solicitation, a copy of the advertisement, including an affidavit of publication;
 - b. DEO will either approve the procurement or notify the Subrecipient that the procurement cannot be approved because it violates State, Federal or local procurement guidelines. The Subrecipient shall notify DEO in writing no later than 90 calendar days from the effective date of this agreement if it will not be procuring any professional services or if it will be using non-CDBG-MIT funds to pay for professional services.
4. Prior to the obligation or disbursement of any funds, except for administrative expenses and not to exceed \$5000, the Subrecipient shall complete the following:
 - a. Submit for DEO's approval the documentation required in paragraph 3 above for any professional services contract. The Subrecipient proceeds at its own risk if more than the specified amount is incurred before DEO approves the procurement. If DEO does not approve the procurement of a professional services contract, the local government will not be able to use CDBG-MIT funds for that contract beyond \$5,000.
 - b. Comply with 24 CFR part 58 and the regulations implementing the National Environmental Policy Act, 40 CFR §§ 1500-1508. When the Subrecipient has completed the environmental review process, it shall submit a Request for Release of Funds and Certification. DEO will issue an Authority to Use Grant Funds (form HUD-7015.16) when this condition has been fulfilled to the satisfaction of DEO. If DEO has not issued an Authority to use Grant Funds within 15 days of Subrecipient's submission of the required documentation, DEO shall provide the Subrecipient a written update regarding the status of the review process. **SUBRECIPIENT SHALL NOT BEGIN CONSTRUCTION BEFORE DEO HAS ISSUED THE "AUTHORITY TO USE GRANT FUNDS."**
5. The Subrecipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §§ 4601-4655; hereinafter, the "URA"), implementing regulations at 24 CFR part 42, 49 CFR part 24 and 24 CFR § 570.606(b), the requirements of 24 CFR § 42.325 – 42.350 governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. § 5304(d)), and the requirements in 24 CFR § 570.606(d), governing optional relocation assistance policies.
6. If the Subrecipient undertakes any activity subject to the URA, the Subrecipient shall document completion of the acquisition by submitting all documentation required for a desk monitoring of the acquisition, including a notice to property owners of his or her rights under the URA, an invitation to accompany the appraiser, all appraisals, offer to the owner, acceptance, contract for sale, statement of settlement costs, copy of deed, waiver of rights (for donations), as applicable. The documentation shall be submitted prior to completing the acquisition (closing) so that DEO can

determine whether remedial action may be needed. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR § 570.606(b)(2), that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project.

7. The Subrecipient shall timely submit completed forms for all prime and subcontractors as required by this Agreement, DEO, HUD, and applicable, regulations and guidance laws, specifically including but not limited to:
 - a. Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions);
 - b. Section 3 Participation Report (Construction Prime Contractor);
 - c. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor), (if applicable); and
 - d. Section 3 Participation Report (Construction Subcontractor), (if applicable).
8. In addition, each construction contract or agreement for new or replacement housing must contain language that requires the contractor to meet the Green Building Standard for Replacement and New Construction of Residential Housing, as defined in the Allocation notice published in the Federal Register Volume 81, Number 224 on Monday, November 21, 2016.
9. For each Request for Funds (RFF) that includes reimbursement of construction costs, the Subrecipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by DEO, signed by the contractor and inspection engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by DEO. For each RFF that includes construction costs, the Subrecipient shall provide a copy of AIA form G702, or a comparable form approved by DEO, if applicable, signed by the contractor and the local building inspector or housing specialist and a copy of form G703, or a comparable form approved by DEO, if applicable.
10. For each project, when the Subrecipient issues the Notice to Proceed to the contractor(s), copies of the following documents shall be sent to DEO:
 - a. Notice to Proceed;
 - b. The contractor's performance bond (100 percent of the contract price); and
 - c. The contractor's payment bond (100 percent of the contract price).
11. The Subrecipient shall undertake an activity each quarter to affirmatively further fair housing pursuant to 24 CFR § 570.487(b).
12. The Subrecipient shall ensure that a deed restriction is recorded on any real property or facility, excluding easements, acquired with CDBG-MIT funds. This restriction shall limit the use of that real property or facility to the use stated in the subgrant application and that title shall remain in the name of the Subrecipient. Such deed restriction shall be made a part of the public records in the Clerk of Court of the county in which the real property is located. Any future disposition of that real property shall be in accordance with 24 CFR § 570.505. Any future change of use of real property shall be in accordance with 24 CFR § 570.489(j).
13. The Subrecipient shall comply with the historic preservation requirements of the National Historic Preservation Act of 1966, as amended, the procedures set forth in 36 CFR part 800, and the Secretary of the Interior's Standards for Rehabilitation, codified at 36 CFR 67, and Guidelines for Rehabilitating Historic Buildings.
14. Pursuant to section 102(b), Public Law 101-235, 42 U.S.C. § 3545, the Subrecipient shall update and submit Form HUD 2880 to DEO within thirty (30) calendar days of the Subrecipient's knowledge of changes in situations which would require that updates be prepared. The Subrecipient must disclose:
 - a. All developers, contractors, consultants and engineers involved in the application or in the planning, development or implementation of the project or CDBG- MIT-funded activity; and

- b. Any person or entity that has a financial interest in the project or activity that exceeds \$50,000 or 10 percent of the grant, whichever is less.
- 15. If required, the Subrecipient shall submit a final Form HUD 2880, to DEO with the Subrecipient's request for administrative closeout, and its absence or incompleteness shall be cause for rejection of the administrative closeout.
- 16. Conflicts of interest relating to procurement shall be addressed pursuant to 24 CFR § 570.489(g). Title 24 CFR § 570.489(h) shall apply in all conflicts of interest not governed by 24 CFR § 570.489(g), such as those relating to the acquisition or disposition of real property; CDBG-MIT financial assistance to beneficiaries, businesses or other third parties; or any other financial interest, whether real or perceived. Additionally, the Subrecipient agrees to comply with, and this Agreement is subject to, Chapter 112 F.S.
- 17. Any payment by the Subrecipient using CDBG-MIT funds for acquisition of any property, right-of-way, or easement that exceeds fair market value as determined through the appraisal process established in HUD Handbook 1378 shall be approved in writing by DEO prior to distribution of the funds. Should the Recipient fail to obtain DEO pre-approval, any portion of the cost of the acquisition exceeding Fair Market Value shall not be paid or reimbursed with CDBG-MIT funds.
- 18. The Subrecipient shall take photographs or video of all activity locations prior to initiating any construction. As the construction progresses, additional photography or videography shall document the ongoing improvements. Upon completion of construction, final documentation of the activity locations will be provided to DEO with the administrative closeout package for this Agreement.
- 19. If an activity is designed by an engineer, architect or other licensed professional, it shall be certified upon completion by a licensed professional as meeting the specifications of the design, as may have been amended by change orders. The date of completion of construction shall be noted as part of the certification. This certification shall be accomplished prior to submission of an administrative closeout package and a copy of the certification shall be submitted with the administrative closeout package.

Attachment E – State and Federal Statutes, Regulations, and Policies

The CDBG-MIT funds available to the Subrecipient through this agreement constitute a subaward of DEO's Federal award under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. This agreement includes terms and conditions of DEO's Federal award that are imposed on the Subrecipient and the Subrecipient agrees to carry out its obligations in compliance with all of the obligations described in this Agreement.

The Subrecipient agrees to, and, by signing this Agreement, certifies that, it will comply with all applicable provisions of the Housing and Community Development Act of 1974, as amended, and the regulations at 24 CFR part 570, as modified by the Federal Register notices that govern the use of CDBG-MIT funds available under this agreement. These Federal Register notices include, but are not limited to, Federal Register Guidance Vol. 84, No. 169/Friday, August 30, 2019/Notices, Vol. 81, No. 224/Monday, November 21, 2016/Notices, Volume 83, No. 28/Friday, February 9, 2018/Notices, Volume 82, No. 11/Wednesday, January 18, 2017/Notices, Volume 82, No. 150/Monday, August 7, 2017/Notices, and Vol. 83, No. 157/Tuesday, August 14, 2018/Notices. Notwithstanding the foregoing, (1) the Subrecipient does not assume any of DEO's responsibilities for environmental review, decision-making and action, described in 24 CFR part 58 and (2) the Subrecipient does not assume any of DEO's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient shall also comply with all other applicable Federal, state and local laws, regulations and policies as now in effect and as may be amended from time to time that govern the use of the CDBG-MIT funds in complying with its obligations under this agreement, regardless of whether CDBG-MIT funds are made available to the Subrecipient on an advance or reimbursement basis.

The Subrecipient also agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available. The Subrecipient further agrees to comply with all other applicable Federal, State, and local laws, regulations and policies governing the funds provided under this Agreement, including, but not limited to the following:

1. State of Florida Requirement

State of Florida Requirements are stated throughout this Agreement and Attachments thereto.

2. Audits, Inspections and Monitoring

a. Single Audit

The Subrecipient must be audited as required by 2 CFR part 200, subpart F when it is expected that the Subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

b. Inspections and Monitoring

The Subrecipient shall permit DEO and auditors to have access to the Subrecipient's records and financial statements as necessary for DEO to meet the requirements of 2 CFR part 200.

The Subrecipient must submit to monitoring of its activities by DEO as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this agreement.

This review must include:

- (1) Reviewing financial and performance reports required by DEO;
- (2) Following up and ensuring that the Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Subrecipient from DEO detected through audits, on-site reviews, and other means; and
- (3) Issuing a management decision for audit findings pertaining to this Federal award provided to the Subrecipient from DEO as required by 2 CFR §200.521.

c. Corrective Actions

The Subrecipient shall be subject to reviews and audits by DEO, including onsite reviews of the Subrecipient as may be necessary or appropriate to meet the requirements of 42 U.S.C. 5304(e)(2). DEO may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. DEO may require the Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site. DEO may impose additional conditions on the use of the CDBG-MIT funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance.

3. Drug-Free Workplace

Subrecipients must comply with drug-free workplace requirements in Subpart B of part 2429, which adopts the government-wide implementation (2 CFR part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

4. Procurement and Contractor Oversight

The Subrecipient shall comply with the procurement standards in 2 CFR §200.318 - §200.327 when procuring property and services under this agreement. The Subrecipient shall impose the Subrecipient's obligations under this agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors.

The Subrecipient must comply with CDBG regulations regarding debarred or suspended entities, specifically including, 24 CFR 570.609 or 24 CFR 570.489, as applicable. CDBG funds may not be provided to excluded or disqualified persons.

The Subrecipient shall maintain oversight of all activities under this agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this agreement. To check for debarred or suspended entities, please visit <https://www.sam.gov/SAM/>

5. Property Standards

Real property acquired by the Subrecipient under this agreement shall be subject to 24 CFR 570.489(j) and 24 CFR 570.200(j). The Subrecipient shall also comply with the Property Standards at 2 CFR 200.310, 2 CFR 200.312, 2 CFR 200.314 through 2 CFR 200.316. The Subrecipient shall also comply with 2 CFR 200.313 Equipment, except that when the equipment is sold, the proceeds shall be program income and equipment not needed by the Subrecipient for activities under this agreement shall be transferred to DEO for its CDBG-MIT program or shall be retained after compensating DEO.

The Subrecipient shall also comply with the Property Standards in 2 CFR 200.310 through 2 CFR 200.316, except to the extent they are inconsistent with 24 CFR 570.200(j) and 24 CFR 570.489(j), in which case Subrecipient shall comply with 24 CFR 570.200(j) and 24 CFR 570.489(j), except to the extent that proceeds from the sale of equipment are program income and subject to the program income requirements under this agreement, pursuant to 24 CFR 570.489(e)(1)(ii).

6. Federal Funding Accountability and Transparency Act (FFATA)

The Subrecipient shall comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The Subrecipient must have an active registration in SAM, <https://www.sam.gov/SAM/> in accordance with 2 CFR part 25, appendix A, and must have a Data Universal Numbering System (DUNS) number <https://fedgov.dnb.com/webform/>. The Subrecipient must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

7. Relocation and Real Property Acquisition

The Subrecipient shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), 42 USC 4601 – 4655, 49 CFR part 24, 24 CFR part 42, and 24 CFR 570.606.

In addition to other URA requirements, these regulations (49 CFR § 24.403(d)) implement Section 414 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC § 5181, which provides that "Notwithstanding any other provision of law, no person otherwise eligible for any kind of replacement housing payment under the URA shall be denied such eligibility as a result of his being unable, because of a major disaster as determined by the President, to meet the occupancy requirements set by such Act".

8. Non-discrimination

a. 24 CFR Part 6

The Subrecipient will comply with 24 CFR part 6, which implements the provisions of section 109 of title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. 5309). Section 109 provides that no person in the United States shall, on the ground of race, color, national origin, religion or sex, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance. The Subrecipient will adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) (Section 504). Section 109 of the HCDA makes these requirements applicable to programs or activities funded in whole or in part with CDBG-MIT funds. Thus, the Subrecipient shall comply with regulations of 24 CFR part 8, which implement Section 504 for HUD programs, and the regulations of 24 CFR part 146, which implement the Age Discrimination Act for HUD programs.

b. Architectural Barriers Act and the Americans with Disabilities Act

The Subrecipient shall ensure that its activities are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act. The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed or altered with funds allocated or reallocated under this part after December 11, 1995 and meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

c. State and Local Nondiscrimination Provisions

The Subrecipient must comply with the Florida Small and Minority Business Assistance Act (§§ 288.703-288.706, F.S.); Title VI of the Civil Rights Act of 1964 (24 CFR part 1)

(1) General Compliance

The Subrecipient shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended. No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this agreement. The specific nondiscrimination provisions at 24 CFR 1.4 apply to the use of these funds. The Subrecipient shall not intimidate, threaten, coerce or discriminate against any person for the purpose of interfering with any right or privilege secured by title VI of the Civil Rights Act of 1964 or 24 CFR part 1, or because he has made a complaint, testified, assisted or participated in any manner in an investigation, proceeding or hearing under 24 CFR part 1. The identity of complainants shall

be kept confidential except to the extent necessary to carry out the purposes of 2 CFR part 1, including the conduct of any investigation, hearing or judicial proceeding arising thereunder.

(2) Assurances and Real Property Covenants

As a condition to the approval of this Agreement and the extension of any Federal financial assistance, the Subrecipient assures that the program or activities described in this Agreement will be conducted and the housing, accommodations, facilities, services, financial aid or other benefits to be provided will be operated and administered in compliance with all requirements imposed by or pursuant to this part 1.

If the Federal financial assistance under this agreement is to provide or is in the form of personal property or real property or interest therein or structures thereon, the Subrecipient's assurance herein shall obligate the Subrecipient or, in the case of a subsequent transfer, the transferee, for the period during which the property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, or for as long as the recipient retains ownership or possession of the property, whichever is longer. In all other cases, the assurance shall obligate the Subrecipient for the period during which Federal financial assistance is extended pursuant to the contract or application. This assurance gives DEO and the United States a right to seek judicial enforcement of the assurance and the requirements on real property.

In the case of real property, structures or improvements thereon, or interests therein, acquired with Federal financial assistance under this Agreement or acquired with CDBG-MIT funds and provided to the Subrecipient under this Agreement, the instrument effecting any disposition by the Subrecipient of such real property, structures or improvements thereon, or interests therein, shall contain a covenant running with the land assuring nondiscrimination for the period during which the real property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If the Subrecipient receives real property interests or funds or for the acquisition of real property interests under this Agreement, to the extent that rights to space on, over, or under any such property are included as part of the program receiving such assistance, the nondiscrimination requirements of this part 1 shall extend to any facility located wholly or in part in such space.

d. Affirmative Action

(1) Approved Plan

The Subrecipient agrees that it shall carry out pursuant to DEO's specifications an Affirmative Action Program in compliance with the President's Executive Order 11246 of September 24, 1966, as amended, and implementing regulations at 42 CFR 60. DEO shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the release of funds under this agreement.

(2) Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient shall take the affirmative steps listed in 2 CFR 200.321(b)(1) through (5) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible when the Subrecipient procures property or services under this agreement.

(3) Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

9. Labor and Employment
Labor Standards

The Subrecipient shall comply with the in labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis- Bacon Act, as amended (40 U.S.C. 3141, *et seq.*) and 29 CFR part 1, 3, 5, 6 and 7, provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than 8 units.

The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The Subrecipient shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to DEO for review upon request.

10. Section 3 of the Housing and Urban Development Act of 1968

a. Low-Income Person Definition

A low-income person, as this term is defined in Section 3 (b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher and or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low—income families; or (ii) A very low-income person, as this term is defined in Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437 a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

b. Compliance

Subrecipient shall comply with the provisions of Section 3 of the Housing Urban Development Act of 1968, as amended, 12 USC 1701u, and implementing its implementing regulations at 24 CFR part 75 (formerly 24 CFR part 135). Compliance with Section 3 shall be achieved, to the greatest extent feasible, consistent with existing Federal, state and local laws and regulations. Accordingly, a subrecipient of Section 3-covered assistance is required to develop strategies for meeting both the regulatory requirements at 24 CFR part 75 and any other applicable statutes or regulations. Subrecipient and any of its contractors and subcontractors shall include the following "Section 3 clause" in every "Section 3-covered contract":

- (1) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (2) The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- (3) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants

for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (4) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- (5) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (6) Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (7) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

c.. Section 3 Benchmarks and Reporting

- A. Benchmarks. Contracts over \$200,000 trigger Section 3 Benchmark requirements. When triggered, best efforts must be made to extend Section 3 opportunities to verified Section 3 residents and business concerns to meet these *minimum* numeric goals:
 1. Twenty-five percent (25%) of the total hours on a Section 3 project must be worked by Section 3 workers; and
 2. Five percent (5%) of the total hours on a Section 3 project must be worked by Targeted Section 3 workers.
- B. Reporting. If the subrecipient's reporting indicates that the subrecipient has not met the Section 3 benchmarks described in 24 CFR § 75.23, pursuant to 24 CFR § 75.25(b), the subrecipient must report in a form prescribed by HUD on the qualitative nature of its activities and those its contractors and subcontractors pursued.
- C. Recipient will comply with any Section 3 Project Implementation Plan documents provided by HUD or DEO which may be amended from time to time for HUD reporting purposes.

11. Conduct

a. Hatch Act

The Subrecipient shall comply with the Hatch Act, 5 USC 1501 – 1508, and shall ensure that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

b. Conflict of Interest

In the procurement of supplies, equipment, construction, and services pursuant to this agreement, the Subrecipient shall comply with the conflict of interest provisions in DEO's procurement policies and procedures.

In all cases not governed by the conflict of interest provisions in DEO's procurement policies and procedures, the Subrecipient shall comply with the conflict of interest provisions in 24 CFR 570.489(h).

c. Lobbying Certification

The Subrecipient hereby certifies that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
- (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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- (3) The language of paragraph (i) through (iv) 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; and
- (4) 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 required by section 1352, title 31, U.S.C. 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.

d. Religious Activities

The Subrecipient agrees that funds provided under this agreement shall not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

Equal Treatment for Faith-Based Organizations. Prohibits any State or local government receiving funds under any Department program, or any intermediate organization with the same duties as a governmental entity, from discriminating for or against an organization on the basis of the organization's religious character or affiliation. Prohibits religious organizations from engaging in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded with direct financial assistance.

Prohibits an organization that participates in programs funded by direct financial assistance from the Department, in providing services, from discriminating against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. Any restrictions on the use of grant funds shall apply equally to religious and non-religious organizations.

e. Environmental Conditions

(1) Prohibition on Choice Limiting Activities Prior to Environmental Review

The Subrecipient must comply with the limitations in 24 CFR 58.22 even though the Subrecipient is not delegated the requirement under Section 104(g) of the HCD Act for environmental review, decision-making and action (see 24 CFR part 58) and is not delegated DEO's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. 24 CFR 58.22 imposes limitations on activities pending clearance and specifically limits commitments of HUD funds or non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of Federal funds for the activity. If DEO has not issued an Authority to Use Grant Funds within 15 days of Subrecipient's submission of the required documentation, DEO shall provide the Subrecipient a written update regarding the status of the review process.

(2) Air and Water

The Subrecipient shall comply with the following requirements insofar as they apply to the performance of this agreement:

- (a) Air quality. (1) The Clean Air Act (42 U.S.C. 7401 et. seq.) as amended; particularly section 176(c) and (d) (42 U.S.C. 7506(c) and (d)); and (2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency—40 CFR parts 6, 51, and 93); and

- (b) Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, *et seq.*, as amended, including the requirements specified in Section 114 and Section 308 of the Federal Water Pollution Control Act, as amended, and all regulations and guidelines issued thereunder.
- (c) The Clean Air and Water Act: If this Contract is in excess of \$100,000, Contractor shall comply with all applicable standards, orders or regulations issued under the Clean Air Act, as amended, 42 U.S.C. 7401, Section 508 of the Clean Water Act, as amended, 33 U.S.C. 1368, *et seq.*, Executive Order 11738 and Environmental Protection Agency regulations. Contractor shall report any violation of the above to DEO.
- (d) Energy Efficiency: Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Pub. L. 94-163.
- (3) Flood Disaster Protection
The Subrecipient shall comply with the mandatory flood insurance purchase requirements of Section 102 of the Flood Disaster Protection Act of 1973, as amended by the National Flood Insurance Reform Act of 1994, 42 USC 4012a. Additionally, the Subrecipient shall comply with Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. 5154a), which includes a prohibition on the provision of flood disaster assistance, including loan assistance, to a person for repair, replacement or restoration for damage to any personal, residential, or commercial property if that person at any time has received Federal flood disaster assistance that was conditioned on the person first having obtained flood insurance under applicable Federal law and the person has subsequently failed to obtain and maintain flood insurance as required under applicable Federal law on such property. Section 582 also includes a responsibility to notify property owners of their responsibility to notify transferees about mandatory flood purchase requirements. More information about these requirements is available in the Federal Register notices governing the CDBG-MIT award and listed at the beginning of this Attachment.
- (4) Lead-Based Paint
The Subrecipient shall follow DEO's procedures with respect to CDBG assistance that fulfill the objectives and requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this title.
- (5) Historic Preservation
The Subrecipient shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended, codified in title 54 of the United States Code, and the procedures set forth in 36 CFR part 800 insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, State, or local historic property list.

- (6) Additional Regulations
 - (a) The Temporary Assistance for Needy Families Program ("TANF"), 45 CFR Parts 260-265, the Social Services Block Grant ("SSBG"), 42 U.S.C. 1397d, and other applicable federal regulations and policies promulgated thereunder.
 - (b) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681, *et seq.*, which prohibits discrimination on the basis of sex in educational programs.
 - (c) Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
 - (d) The Pro-Children Act: Contractor agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law (Pub. L.) 103-277, the Contract shall not permit smoking in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.

- (e) Public Announcements and Advertising: When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, Contractor shall clearly state (1) the percentage of the total costs of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
- (f) Purchase of American-Made Equipment and Products: Contractor assures that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement will be American-made.
- (g) The Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117), which prohibits distribution of federal funds made available under the Act to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries. The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.
- (h) Contract Work Hours and Safety Standards Act (40 U.S.C. §327–333) — If this Contract involves federal funding in excess of \$2,000 for construction contracts or in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers, compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR Part 5) is required. Under section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (i) Resource Conservation and Recovery Act (RCRA). Under RCRA (Pub. L. 94–580 codified at 42 U.S.C. 6962), state and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal awards or other Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the EPA guidelines.
- (j) Immigration Reform and Control Act. Contractor shall comply with the requirements of the Immigration Reform and Control Act of 1986, which requires employment verification and retention of verification forms for any individuals hired who will perform any services under the contract.

When it is determined that the Subrecipient is in non-compliance with federal or state program requirements, the State may impose any of the additional conditions and/or requirements outlined in 2 CFR § 200.207.

Attachment F – Civil Rights Compliance

Fair Housing

As a condition for the receipt of CDBG-MIT funds, each Subrecipient must certify that it will "affirmatively further fair housing" in its community. A Subrecipient shall demonstrate its commitment to affirmatively further fair housing by implementing the actions listed below.

Each Subrecipient shall do the following:

1. Have in place a fair housing resolution or ordinance that covers all Federally protected classes (race, color, familial status, handicap, national origin, religion and sex);
2. Designate an employee as the Fair Housing Coordinator who is available during regular business hours to receive fair housing calls;
3. Publish the Fair Housing Coordinator's contact information quarterly in a newspaper of general circulation in the Subrecipient's jurisdiction so that people know who to call to ask fair housing questions or register a complaint. Alternatively, the Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website;
4. Establish a system to record the following for each fair housing call:
 - a) The nature of the call,
 - b) The actions taken in response to the call,
 - c) The results of the actions taken and
 - d) If the caller was referred to another agency, the results obtained by the referral agency;
5. Conduct at least one fair housing activity each quarter. Identical activities (see examples below) shall not be conducted in consecutive quarters; and
6. Display a fair housing poster in the CDBG-MIT Office. (This does not count as a fair housing activity.)

The Subrecipient shall ensure that the fair housing contact person has received training so that he/she can handle fair housing phone inquiries or refer the inquiries to the appropriate people/agencies. Records maintained by the contact will help the community do the following:

1. Define where discriminatory practices are occurring,
2. Help the community measure the effectiveness of its outreach efforts, and
3. Provide the community with a means to gain information that can be used to design and implement strategies that will eliminate fair housing impediments.

Examples of fair housing activities include the following:

1. Making fair housing presentations at schools, civic clubs and neighborhood association meetings;
2. Conducting a fair housing poster contest or an essay contest;
3. Manning a booth and distributing fair housing materials at libraries, health fairs, community events, yard sales and church festivals; and
4. Conducting fair housing workshops for city/county employees, realtors, bank and mortgage company employees, insurance agents and apartment complex owners.

Printing a fair housing notice on a utility bill is no longer accepted as a fair housing activity; however, mailing a DEO-approved fair housing brochure as an insert with utility bills will be accepted as an activity. Placing posters in public buildings does not meet the requirement for a fair housing activity.

The Subrecipient shall document its fair housing activities by keeping photographs, newspaper articles, sign-in sheets and copies of handouts in their CDBG-MIT project file and include information about the activities in the comment section of each quarterly report.

Equal Employment Opportunity

As a condition for the receipt of CDBG-MIT funds, each Subrecipient must certify that it and the contractors, subcontractors, subrecipients and consultants that it hires with CDBG-MIT funds will abide by the Equal Employment Opportunity (EEO) Laws of the United States. A Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Each Subrecipient shall do the following:

1. Have in place an equal employment opportunity resolution or ordinance that protects its applicants and employees and the applicants and employees of its contractors, subcontractors, subrecipients and consultants from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral and other aspects of employment, on the basis of race, color, religion, sex, national origin, disability, age or genetics;
2. Designate an employee as the EEO Coordinator who is available during regular business hours to receive EEO calls;
3. Publish the EEO Coordinator's contact information quarterly in a newspaper of general circulation in the Subrecipient's jurisdiction so that people know who to call to ask EEO questions or register a complaint. Alternatively, the Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website; and
4. Establish a system to record the following for each EEO call:
 - a) The nature of the call,
 - b) The actions taken in response to the call and
 - c) The results of the actions taken;
5. Each Subrecipient shall maintain a list of certified minority-owned business enterprises (MBE) and women-owned business enterprises (WBE) that operate in its region. The Subrecipient shall use this list to solicit companies to bid on CDBG-MIT-funded construction activities and shall provide a copy of the list to the prime contractor(s) to use when it hires subcontractors and consultants. The Department of Management Services maintains a list of certified minority- and women-owned businesses that can be used to develop a local MBE/WBE list at the following website: <https://osd.dms.myflorida.com/directories>.
6. Incorporate the Equal Employment Opportunity clause set forth in 41 CFR Part 60-1.4(b) into any contracts or subcontracts that meet the definition of "federally assisted construction contract" in 41 CFR 60-1.3.

Section 504 and the Americans with Disabilities Act (ADA)

As a condition for the receipt of CDBG-MIT funds, the Subrecipient must certify that it provides access to all federally funded activities to all individuals, regardless of handicap. The Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

The Subrecipient shall do the following:

1. Have in place a resolution or ordinance that is designed to eliminate discrimination against any person who:
 - a) Has a physical or mental impairment which substantially limits one or more major life activities,
 - b) Has a record of such an impairment or
 - c) Is regarded as having such an impairment;
2. Designate an employee as the Section 504/ADA Coordinator who is available during regular business hours to receive Section 504/ADA calls;
3. Publish the Section 504/ADA Coordinator's contact information quarterly in a newspaper of general circulation in the Subrecipient's jurisdiction so that people know who to call to ask Section 504/ADA questions or register a complaint. Alternatively, the Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website; and
4. Establish a system to record the following for each Section 504/ADA call:
 - a) The nature of the call,
 - b) The actions taken in response to the call and

c) The results of the actions taken.

Section 504 prohibitions against discrimination (see 45 CFR part 84) apply to service availability, accessibility, delivery, employment and the administrative activities and responsibilities of organizations receiving Federal financial assistance. A Subrecipient of Federal financial assistance may not, on the basis of disability:

1. Deny qualified individuals the opportunity to participate in or benefit from Federally funded programs, services or other benefits,
2. Deny access to programs, services, benefits or opportunities to participate as a result of physical barriers, or
3. Deny employment opportunities, including hiring, promotion, training and fringe benefits, for which they are otherwise entitled or qualified.

The ADA regulations (Title II, 28 CFR part 35, and Title III, 28 CFR part 36) prohibit discrimination on the basis of disability in employment, State and local government, public accommodations, commercial facilities, transportation, and telecommunications. To be protected by the ADA, one must have a disability or have a relationship or association with an individual with a disability.

Title II covers all activities of state and local governments regardless of the government entity's size or receipt of Federal funding. Title II requires that State and local governments give people with disabilities an equal opportunity to benefit from all of their programs, services and activities (e.g. public education, employment, transportation, recreation, health care, social services, courts, voting and town meetings). State and local governments are required to follow specific architectural standards in the new construction and alteration of their buildings. They also must relocate programs or otherwise provide access in inaccessible older buildings, and communicate effectively with people who have hearing, vision or speech disabilities.

Title III covers businesses and nonprofit service providers that are public accommodations, privately operated entities offering certain types of courses and examinations, privately operated transportation and commercial facilities. Public accommodations are private entities who own, lease, lease to or operate facilities such as restaurants, retail stores, hotels, movie theaters, private schools, convention centers, doctors' offices, homeless shelters, transportation depots, zoos, funeral homes, day care centers and recreation facilities including sports stadiums and fitness clubs. Transportation services provided by private entities are also covered by Title III.

Section 3 - Economic Opportunities for Low- and Very Low-Income Persons

Each Subrecipient shall encourage its contractors to hire qualified low- and moderate-income residents for any job openings that exist on CDBG-MIT-funded projects in the community. The Subrecipient and its contractors shall keep records to document the number of low- and moderate-income people who are hired to work on CDBG-MIT-funded projects. The number of low- and moderate-income residents who are hired to work of the project shall be reported in the comment section of the quarterly report.

The following Section 3 clause is required to be included in CDBG-MIT-funded contracts of \$100,000 or more:

Section 3 Clause

1. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are Subrecipients of HUD assistance for housing.
2. The Parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
3. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the

notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

4. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
5. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
6. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.
7. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

Civil Rights Regulations

As a condition for the receipt of CDBG-MIT funds, each Subrecipient must certify that it will abide by the following Federal laws and regulations:

1. Title VI of the Civil Rights Act of 1964 – Prohibits discrimination by government agencies that receive Federal funding;
2. Title VII of the Civil Rights Act of 1964 – prohibits employment discrimination on the basis of race, color, religion, sex or national origin;
3. Title VIII of the Civil Rights Act of 1968 – as amended (the Fair Housing Act of 1988);
4. 24 CFR § 570.487(b) – Affirmatively Furthering Fair Housing;
5. 24 CFR § 570.490(b) – Unit of general local government's record;
6. 24 CFR § 570.606(b) – Relocation assistance for displaced persons at URA levels;
7. Age Discrimination Act of 1975;
8. Executive Order 12892 – Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing;
9. Section 109 of the Housing and Community Development Act of 1974 – No person shall be excluded from participation in, denied benefits of or subjected to discrimination under any program or activity receiving CDBG-MIT funds because of race, color, religion, sex or national origin;
10. Section 504 of the Rehabilitation Act of 1973 and 24 CFR part 8, which prohibits discrimination against people with disabilities;
11. Executive Order 11063 – Equal Opportunity in Housing;
12. Executive Order 11246 – Equal Employment Opportunity; and
13. Section 3 of the Housing and Urban Development Act of 1968, as amended – Employment/Training of Lower Income Residents and Local Business Contracting.

I hereby certify that City of Kissimmee shall comply with all of the provisions and Federal regulations listed in this Attachment F.

By: Olga Gonzalez Date: 3/15/2022

Name: Olga Gonzalez

Title: Mayor

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Attachment G – Reports

The following reports must be completed and submitted to DEO in the time frame indicated below. Failure to timely file these reports constitutes an Event of Default, as defined in Paragraph (10) Default, of this Agreement.

1. **Monthly Progress Report** must be submitted to DEO ten (10) calendar days after the end of each month.
2. A **Quarterly Progress Report** must be submitted to DEO on forms to be provided by DEO no later than the 10th of every April, July, October and January.
3. A **Contract and Subcontract Activity** form, Form HUD-2516, currently available at https://www.hud.gov/sites/documents/DOC_36660; which is incorporated herein by reference, must be submitted by April 15 and October 15 each year through the DEO's SERA reporting system. The form must reflect all contractual activity for the period, including Minority Business Enterprise and Woman Business Enterprise participation. If no activity has taken place during the reporting period, the form must indicate "no activity".

The Subrecipient shall closeout its use of the CDBG-MIT funds and its obligations under this Agreement by complying with the closeout procedures in 2 CFR § 200.343. Activities during this close-out period may include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances and accounts receivable to the Subrecipient) and determining the custodianship of records.

Notwithstanding the terms of 2 CFR 200.343, upon the expiration of this Agreement, the Subrecipient shall transfer to the recipient any CDBG-MIT funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG-MIT funds. Further, any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG-MIT funds (including CDBG-MIT funds provided to the Subrecipient in the form of a loan) shall be treated in accordance with 24 CFR 570.503(b)(7).

4. In accordance with 2 CFR part 200, should the Subrecipient meet the threshold for submission of a single or program specific audit, the audit must be conducted in accordance with 2 CFR part 200 and submitted to DEO no later than nine months from the end of the Subrecipient's fiscal year. If the Subrecipient did not meet the audit threshold, an **Audit Certification Memo** must be provided to DEO no later than nine months from the end of the Subrecipient's fiscal year.
5. A copy of the **Audit Compliance Certification** form, Attachment J, must be emailed to audit@deo.myflorida.com within sixty (60) calendar days of the end of each fiscal year in which this subgrant was open.
6. The **Section 3 Summary Report**, form HUD-60002, must be completed and submitted through DEO's SERA reporting system by July 31, annually. The form must be used to report annual accomplishments regarding employment and other economic opportunities provided to persons and businesses that meet Section 3 requirements.
7. Request for Funds must be submitted as required by DEO and in accordance with the ***Project Description and Deliverables, Project Detail Budget and Activity Work Plan***.
8. All forms referenced herein are available online or upon request from DEO's grant manager for this Agreement.

Attachment H – Warranties and Representations

Financial Management

The Subrecipient's financial management system must comply with the provisions of 2 CFR part 200 (and particularly 2 C.F.R. 200.302 titled "Financial Management"), Section 218.33, F.S., and include the following:

1. Accurate, current and complete disclosure of the financial results of this project or program.
2. Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
3. Effective control over and accountability for all funds, property and other assets. The Subrecipient shall safeguard all assets and assure that they are used solely for authorized purposes.
4. Comparison of expenditures with budget amounts for each Request for Funds (RFF). Whenever appropriate, financial information should be related to performance and unit cost data.
5. Written procedures to determine whether costs are allowed and reasonable under the provisions of the 2 CFR part 200 (and particularly 2 CFR 200 Subpart E titled "Costs Principles") and the terms and conditions of this Agreement.
6. Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions must follow the provisions of 2 CFR §§ 200.318-200.327 and be conducted in a manner providing full and open competition. The Subrecipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids or requests for proposals shall be excluded from competing for such procurements. Awards must be made to the responsible and responsive bidder or offeror whose proposal is most advantageous to the program, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Subrecipient. Any and all bids or offers may be rejected if there is a sound, documented reason.

Codes of Conduct

The Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer or agent shall participate in the selection, award or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in a tangible personal benefit from a firm considered for a contract. The officers, employees and agents of the Subrecipient shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts. The standards of conduct must provide for disciplinary actions to be applied for violations of the standards by officers, employees or agents of the Subrecipient. (See 2 CFR § 200.318(c)(1).)

Business Hours

The Subrecipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site at all reasonable times for business. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

Licensing and Permitting

All contractors or employees hired by the Subrecipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Subrecipient.

Attachment I – Audit Requirements

The administration of resources awarded by DEO to the Subrecipient may be subject to audits and/or monitoring by DEO as described in this section.

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED. This part is applicable if the Subrecipient is a state or local government or nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A Subrecipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through DEO by this agreement. In determining the federal awards expended in its fiscal year, the Subrecipient shall consider all sources of federal awards, including federal resources received from DEO. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the Subrecipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the Subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A Subrecipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the Subrecipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Subrecipient resources obtained from other than federal entities).

PART II: STATE FUNDED. This part is applicable if the Subrecipient is a non-state entity as defined by Section 215.97(2), F.S.

1. In the event that the Subrecipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Subrecipient (for fiscal years ending June 30, 2017, and thereafter), the Subrecipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through DEO by this agreement. In determining the state financial assistance expended in its fiscal year, the Subrecipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
2. For the audit requirements addressed in Part II, paragraph 1, the Subrecipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting

package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the Subrecipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Subrecipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Subrecipient's resources obtained from other than state entities).

PART III: OTHER AUDIT REQUIREMENTS

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

N/A

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR § 200.512, by or on behalf of the Subrecipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR § 200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the Subrecipient directly to each of the following:

- a. DEO at each of the following addresses:

Electronic copies (preferred): or
Audit@deo.myflorida.com

Paper (hard copy):
 Department Economic Opportunity
 MSC # 75, Caldwell Building
 107 East Madison Street
 Tallahassee, FL 32399-4126

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

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

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

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the Subrecipient directly to:

Electronic copies (preferred):

Audit@deo.myflorida.com

or

Paper (hard copy):

Department Economic Opportunity
MSC # 75, Caldwell Building
107 East Madison Street
Tallahassee, FL. 32399-4126

4. Any reports, management letters, or other information required to be submitted DEO pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Subrecipients, when submitting financial reporting packages to DEO for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Subrecipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION. The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or six (6) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DEO, or its designee, CFO, or Auditor General access to such records upon request. The Subrecipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by DEO. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

Exhibit 1 to Attachment I – Funding Sources

Federal Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following:

Federal Awarding Agency:	U.S. Department of Housing and Urban Development
Federal Funds Obligated to Subrecipient:	\$3,400,000
Catalog of Federal Domestic Assistance Title:	Community Development Block Grants/State’s Program and Non-Entitlement Grants in Hawaii
Catalog of Federal Domestic Assistance Number:	14.228
Project Description:	The City of Kissimmee was awarded \$3,400,00 in CDBG-MIT funds to upgrade the drainage system in the Woodside Drive Service Area.
<i>This is not a research and development award.</i>	

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

Federal Program

1. The Subrecipient shall perform its obligations in accordance with Sections 290.0401- 290.048, F.S.
2. The Subrecipient shall perform its obligations in accordance with 24 CFR §§ 570.480 – 570.497.
3. The Subrecipient shall perform the obligations as set forth in this Agreement, including any attachments or exhibits thereto.
4. The Subrecipient shall perform the obligations in accordance with chapter 73C-23.0051(1) and (3), F.A.C.
5. The Subrecipient shall be governed by all applicable laws, rules and regulations, including, but not necessarily limited to, those identified in Award Terms & Conditions and Other Instructions of the Subrecipient’s Notice of Subgrant Award/Fund Availability (NFA).

State Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following: N/A

Matching Resources for Federal Programs: N/A

Subject to Section 215.97, Florida Statutes: N/A

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement are as Follows:

N/A

NOTE: Title 2 CFR § 200.331 and Section 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 and the Notice of Subgrant Award/Fund Availability be provided to the Subrecipient.

Attachment J – Audit Compliance Certification

Email a copy of this form within 60 days of the end of each fiscal year in which this subgrant was open to audit@deo.myflorida.com.

Subrecipient:

FEIN:

Subrecipient's Fiscal
Year:

Contact Name:

Contact's Phone:

Contact's Email:

1. Did the Subrecipient expend state financial assistance, during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Subrecipient and the Department of Economic Opportunity (DEO)? ☐ Yes ☐ No

If the above answer is yes, answer the following before proceeding to item 2.

Did the Subrecipient expend \$750,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year? ☐ Yes ☐ No

If yes, the Subrecipient certifies that it will timely comply with all applicable State single or project-specific audit requirements of Section 215.97, Florida Statutes and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did the Subrecipient expend federal awards during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Subrecipient and DEO? ☐ Yes ☐ No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did the Subrecipient expend \$750,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year? ☐ Yes ☐ No

If yes, the Subrecipient certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR part 200, subpart F, as revised.

By signing below, I certify, on behalf of the Subrecipient, that the above representations for items 1 and 2 are true and correct.

Signature of Authorized Representative

Date

Printed Name of Authorized Representative

Title of Authorized Representative

Attachment K – Subrecipient Enterprise Resource Application (SERA) Form

Attachment K will be provided after execution of this Agreement

Attachment L**2 CFR Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards****Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to

construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” 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.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See 200.323 – Procurement of Recovered Materials.

(K) See 200.216 – Prohibition on certain telecommunications and video surveillance services or equipment.

(L) See 200.322 – Domestic Preferences for procurements.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

Attachment M

State of Florida

Department of Economic Opportunity

Federally Funded

Community Development Block Grant

Disaster Recovery (CDBG-MIT) Subrogation Agreement

This Subrogation and Assignment Agreement ("Agreement") is made and entered into by and between The City of Kissimmee hereinafter referred to as "Subrecipient") and the State of Florida, Department of Economic Opportunity (hereinafter referred to as "DEO").

In consideration of Subrecipient's receipt of funds or the commitment by DEO to evaluate Subrecipient's application for the receipt of funds (collectively, the "Grant Proceeds") under the DEO Community Development Block Grant-Mitigation Program (the "CDBG-MIT Program") administered by DEO, Subrecipient hereby assigns to DEO all of Subrecipient's future rights to reimbursement and all payments received from any grant, subsidized loan, lawsuit or insurance policies of any type or coverage or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency ("FEMA") or the Small Business Administration ("SBA") (singularly, a "Disaster Program" and collectively, the "Disaster Programs") that was the basis of the calculation of Grant Proceeds paid or to be paid to Subrecipient under the CDBG-MIT Program and that are determined in the sole discretion of DEO to be a duplication of benefits ("DOB") as provided in this Agreement.

The proceeds or payments referred to in the preceding paragraph, whether they are from insurance, FEMA or the SBA or any other source, and whether or not such amounts are a DOB, shall be referred to herein as "Proceeds," and any Proceeds that are a DOB shall be referred to herein as "DOB Proceeds." Upon receiving any Proceeds, Subrecipient agrees to immediately notify DEO who will determine in its sole discretion if such additional amounts constitute a DOB. If some or all of the Proceeds are determined to be a DOB, the portion that is a DOB shall be paid to DEO, to be retained and/or disbursed as provided in this Agreement. The amount of DOB determined to be paid to DEO shall not exceed the amount received from the CDBG-MIT Program.

Subrecipient agrees to assist and cooperate with DEO to pursue any of the claims Subrecipient has against the insurers for reimbursement of DOB Proceeds under any such policies. Subrecipient's assistance and cooperation shall include but shall not be limited to allowing suit to be brought in Subrecipient's name(s) and providing any additional documentation with respect to such consent, giving depositions, providing documents, producing record and other evidence, testifying at trial and any other form of assistance and cooperation reasonably requested by DEO. Subrecipient further agrees to assist and cooperate in the attainment and collection of any DOB Proceeds that the Subrecipient would be entitled to under any applicable Disaster Program.

If requested by DEO, Subrecipient agrees to execute such further and additional documents and instruments as may be requested to further and better assign to DEO, to the extent of the Grant Proceeds paid to Subrecipient under the CDBG-MIT Program, the Policies, any amounts received under the Mitigation Programs that are DOB Proceeds and/or any rights thereunder, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by DEO to consummate and make effective the purposes of this Agreement.

Subrecipient explicitly allows DEO to request of any company with which Subrecipient held insurance policies, or FEMA or the SBA or any other entity from which Subrecipient has applied for or is receiving Proceeds, any non-public or confidential information determined to be reasonably necessary by DEO to monitor/enforce its interest in the rights assigned to it under this Agreement and give Subrecipient's consent to such company to release said information to DEO.

If Subrecipient (or any lender to which DOB Proceeds are payable to such lender, to the extent permitted by superior loan documents) hereafter receives any DOB Proceeds, Subrecipient agrees to promptly pay such amounts to DEO, if Subrecipient received Grant Proceeds under the CDBG-MIT Program in an amount greater than the amount Subrecipient would have received if such DOB Proceeds had been considered in the calculation of Subrecipient's award.

In the event that the Subrecipient receives or is scheduled to receive any subsequent Proceeds, Subrecipient shall pay such subsequent Proceeds directly to DEO, and DEO will determine the amount, if any, of such subsequent Proceeds that are DOB Proceeds ("Subsequent DOB Proceeds"). Subsequent Proceeds in excess of Subsequent DOB Proceeds shall be returned to the Subrecipient. Subsequent DOB Proceeds shall be disbursed as follows:

1. If the Subrecipient has received full payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be retained by DEO.
2. If the Subrecipient has received no payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be used by DEO to reduce payments of the Grant Proceeds to the Subrecipient, and all Subsequent DOB Proceeds shall be returned to the Subrecipient.
3. If the Subrecipient has received a portion of the Grant Proceeds, any Subsequent DOB Proceeds shall be used, retained and/or disbursed in the following order: (A) Subsequent DOB Proceeds shall first be used to reduce the remaining payments of the Grant Proceeds, and Subsequent DOB Proceeds in such amount shall be returned to the Subrecipient; and (B) any remaining Subsequent DOB Proceeds shall be retained by DEO.
4. If DEO makes the determination that the Subrecipient does not qualify to participate in the CDBG-MIT Program or the Subrecipient determines not to participate in the CDBG-MIT Program, the Subsequent DOB Proceeds shall be returned to the Subrecipient, and this Agreement shall terminate.

Once DEO has recovered an amount equal to the Grant Proceeds paid to Subrecipient, DEO will reassign to Subrecipient any rights assigned to DEO pursuant to this Agreement.

Subrecipient represents that all statements and representations made by Subrecipient regarding Proceeds received by Subrecipient shall be true and correct as of the date of the signing of this Agreement.

Warning: Any person who intentionally or knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

~ Remainder of this page is intentionally left blank ~

The person executing this Agreement on behalf of the Subrecipient hereby represents that he\she has received, read, and understands this notice of penalties for making a false claim or statement regarding Proceeds received by Subrecipient.

In any proceeding to enforce this Agreement, DEO shall be entitled to recover all costs of enforcement, including actual attorney's fees.

CITY OF KISSIMMEE**By**


Signature
Olga Gonzalez

Title**Mayor****Date**

3-15-2022

**DEPARTMENT OF ECONOMIC
OPPORTUNITY****By**


Signature
Dane Eagle

Title**Secretary****Date****4/15/2022**



January 28, 2026

Re: Limited Delegation of Authority to Act as Certifying Officer – CDBG-MIT Agreement No. IR030

To Whom It May Concern,

I, **Jackie Espinosa**, the Mayor of the City of Kissimmee do hereby delegate to **Mike Steigerwald**, City Manager of the City of Kissimmee, all authority necessary to act as Certifying Officer for the City of Kissimmee under Section 104(g) of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5304 (g)) (HUD Act), in connection with the receipt of assistance from the U.S. Department of Housing and Urban Development (HUD) under Title I of the HUD Act (or refer to specific assistance from HUD). Such authority hereby delegated includes, but is not limited to, the authority to execute the certification required under Section 104 (g) of the HUD Act; the authority to specify when appropriate that the jurisdiction has fully carried out its responsibilities for environmental review, decision making and action under Section 104(g) (1) of the HUD Act; the authority to consent to assume the status of a responsible Federal Official under the National Environmental Policy Act of 1969 and other provisions of law specified in the regulations of HUD in 24 CFR Part 58; and the authority to consent on behalf of the City of Kissimmee and himself or herself to acceptance of the jurisdiction of the Federal courts for the purpose of enforcement of his or her responsibilities as responsible Federal Official. This Limited Delegation of Authority applies only to agreements, amendments, certifications or other official documents associated with CDBG-MIT Agreement No. IR030

Sincerely,

Jackie Espinosa
Mayor



Public Works & Engineering

101 Church Street, Suite 301 | Kissimmee, Florida 34741 | 407.518.2170 | Fax 407.518.2165

AUDIT TRAIL

Limited Delegation of Authority to Act as Certifying Officer - CDBG-MIT Agreement No. IR030

FILE	Limited Delegation of Authority to Act as Certifying Officer - CDBG-MIT Agreement No. IR030_Jackie Espinosa_Feb-03-2026_completed.pdf (203.16 KB)
DOCUMENT REF ID	HBRREF-b9cd1a6fd2b443ab8b0fda849973b2b2
FILE VERIFICATION ID	ahgsWh0PDgay31eIMv9K2Q== (md5hash base64)
STATUS	Completed (February 3rd 2026 18:20:15 UTC)

DOCUMENT HISTORY



CREATED

Agreement Created by Lucia Gonzalez
(lgonzalez5129@intra.kissimmee.org)

Agreement Type: EMAILS
February 2nd 2026 15:00:20 UTC



SIGNED

Agreement Signed by Jackie Espinosa

February 3rd 2026 18:20:15 UTC
US TX • • •
Signer Email: jackie.espinosa@kissimmee.gov



COMPLETED

ITEM 7.H

Amendment to Purchase Agreement for 1021 W. Oak Street

Request

Approval of an updated offer of \$1,200,000 for the sale of 1021 W. Oak Street to Alemer Group.

Explanation

The City Commission previously approved the sale of the Oak Street property to Alemer Group following a competitive marketing process that produced four qualified offers, with Alemer Group submitting the highest and most competitive proposal. During the buyer's due diligence period, issues related to the reliability of certain tenant rent payments were identified. As a result, the buyer has requested a minor adjustment to the purchase price, reducing the offer from \$1,310,000 to \$1,200,000. Despite this adjustment, the revised purchase price remains above the other offers initially received and continues to represent a favorable transaction for the City.

Recommendation

Approval of the amendment to the purchase agreement with Alemer Group reflecting the revised purchase price of \$1,200,000 and authorizing the City Manager to execute the necessary documents to proceed with closing.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Manager

Presenter:

Attachment(s):

None

ITEM 7.I

Civil Design Amendment for Lakeside Fire Station and Durbin Park Community Center

Request

Request approval for a Consultant Service Authorization (CSA) (Contract # 20260176) with Franklin Design, KPM-KMF Joint Venture (Franklin Design), for additional civil engineering and design services to support the Lakeside Fire Station and Durbin Park Community Center Project, totaling \$75,580, along with authorization for the City Manager or designee to execute any necessary documents or change orders related to this contract.

Explanation

The Lakeside Fire Station and Durbin Park Community Center Project requires additional civil engineering and design services to address updated project requirements. These services include revisions necessary to comply with the latest Stormwater Management System regulations and the preparation of an updated topographic survey to support ongoing design coordination and permitting efforts.

Franklin Design previously provided civil engineering services for this project and has extensive knowledge of the site conditions, regulatory requirements, and the project's overall objectives. The additional services were not included in the original design scope but are necessary to ensure compliance with current development standards and to support continued progress of the project.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
36035106-506292	FD2527	Decrease	\$12,913,053.40	\$75,580.00

Financial Summary:

Adequate funding for the Lakeside Fire Station and Durbin Park Community Center Project is available within the project's existing budget.

Recommendation

Approval of additional civil engineering and design services with Franklin Design in the amount of \$75,580 for the Lakeside Fire Station and Durbin Park Community Center Project, and authorization for the City Manager or designee to execute any necessary documents or change orders to carry out the terms of this contract.

REQUESTED CITY COMMISSION ACTION:

Approve

City of Kissimmee

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. (S) CSA KPM Lakeside Fire Station and Durbin Park Community Center

CONSULTANT SERVICES AUTHORIZATION FOR DESIGN AND RELATED SERVICES FOR THE LAKESIDE FIRE STATION AND DURBIN PARK COMMUNITY CENTER PROJECT

THIS CONSULTANT SERVICES AUTHORIZATION ("CSA") is issued pursuant to the **Architectural/Engineering Services Master Agreement #20240133** ("Master Agreement") between the City of Kissimmee ("City") and Franklin Design, KPM–KMF Joint Venture ("Consultant"). All terms and conditions of the Master Agreement are incorporated herein by reference.

WHEREAS, the Parties entered into the Master Agreement on December 19, 2023, for continuing professional engineering services for a five (5) year term; and

WHEREAS, the City requires additional civil engineering and related design services for the Lakeside Fire Station and Durbin Park Community Center Project (the "Project"); and

WHEREAS, Section 2.1 of the Master Agreement requires the Parties enter into a CSA to memorialize the terms and conditions required to complete the Project.

NOW, THEREFORE, in consideration of the promises contained herein, the City and Consultant hereby agree as follows:

1. SCOPE OF SERVICES

Consultant shall provide civil engineering and related design services for the Project in accordance with the Master Agreement and Consultant's Proposal. The scope includes updates necessary to comply with revised Stormwater Management System (SWMS) requirements and the incorporation of the following information to support design development and permitting.

- Topographic Survey
- Subsurface Utility Exploration (ASCE 38-.2 Quality Level "B")
- Updated Civil Engineering Construction Documents
- Stormwater Management Plan
- Permitting Assistance
- Project Management and Coordination

The above scope is more fully described in Consultant's Proposal, attached hereto and incorporated herein as Exhibit "A".

2. SCHEDULE / TERM OF SERVICES

Pre-Construction Phase services under this CSA shall commence upon issuance of a Notice to Proceed ("NTP") and shall be substantially complete upon issuance of permitted, issued-for-construction documents for the Project. Ensuring project schedule deadlines are met and assuring effective communication with the project's team members and subject to extensions as provided in the Master Agreement.

3. COMPENSATION

Compensation for services authorized under this CSA shall be on a not-to-exceed basis in accordance with the Consultant's Proposal fee breakdown stated herein:

Scope Task	Fee
Topographic Survey	\$3,980.00
SUE - ASCE 38-02 Quality Level "B" (McKim & Creed)	\$6,600.00
Civil Engineering and Construction Documents	\$25,000.00
Stormwater Calculations	\$20,000.00
Permitting Assistance	\$10,000.00
Project Management and Coordination	\$10,000.00
Total Fee	\$75,580.00

The total compensation authorized under this CSA, inclusive of Consultant labor, subconsultants, and reimbursable expenses, shall not exceed **Seventy-Five Thousand Five Hundred and Eighty Dollars (\$75,580.00)**. No amount shall be due unless authorized by the City Manager or designee.

4. SUBCONSULTANTS

Consultant is authorized to utilize subconsultants identified in Exhibit "A" for the services covered by this CSA, subject to the terms and conditions of the Master Agreement:

- McKim & Creed (Surveyor)

Any additional or replacement subconsultants shall require prior written approval from the City in accordance with the Master Agreement.

5. LIQUIDATED DAMAGES

None applicable unless otherwise stated in the Master Agreement.

6. SPECIAL CONDITIONS / CLARIFICATIONS

A) In the event of any conflict between the terms of this CSA and the Master Agreement, the Master Agreement shall control, except where this CSA expressly states otherwise.

B) Nothing in this CSA modifies the insurance, indemnification, standard of care, or risk allocation provisions of the Master Agreement.

C) Consultant's Proposal is attached to and made a part of this CSA as Exhibits A

D) Permitting assistance will include responses to all Requests for Additional Information (RAI) provided by the permitting agencies.

IN WITNESS WHEREOF, the parties have executed this Consultant Services Authorization.

Franklin Design, KPM-KMF Joint Venture

By: [Signature]

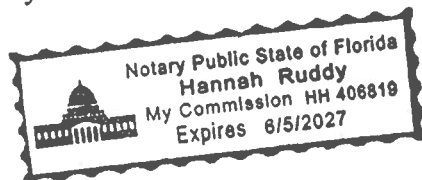
Title: CEO

Date: February 18, 2026

STATE OF Florida)
COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 18 day of February, 2026, by means of ☒ physical presence or ☐ online notarization by Robert Moran as CEO for Franklin Design, KPM-KMF Joint Venture, a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:



Notary: [Signature]

Print Name: Hannah Ruddy

My Commission Expires: 6/5/2027

CITY OF KISSIMMEE

By: _____
Jackie Espinosa, Mayor-Commissioner

Date: _____

ATTEST:

City Clerk

Approved as to form and legal sufficiency:

City Attorney

January 15, 2026

PROJECT #24-0237.000

Ivan Lespier, Construction Project Manager
City of Kissimmee
101 Church Street
Kissimmee, FL 34741

**Subject: Durbin Park Fire Station
Change Order Request**

Dear Mr. Lespier:

KPM Franklin (KPMF) is requesting the following Change Order for professional services related to the above-referenced project.

Project Understanding and Scope of Work

This Change Order is associated with the ongoing Durbin Park Fire Station Project under our existing agreement dated January 13, 2025. The purpose of this Change Order is to incorporate additional services that were not included in the original scope of work but have become necessary to support the successful completion of the project. These services are an extension of our current role and are consistent with the overall project objectives.

Subsequent to the completion and submittal of the previously approved civil engineering plans, the City has issued updated requirements related to the project's stormwater design criteria. These updated rules necessitate a review and revision of the project's stormwater management system to ensure full compliance with the City's current regulatory standards.

In addition, the City has requested that the previously completed Level B Survey be formally incorporated into the project's approval package as part of this regulatory review. While the Level B Survey was previously prepared, it was not included in the City's approval set in a manner that satisfies their current review and permitting process. KPMF will perform an updated topographic survey and subsurface utility exploration to support design and permitting. This effort will document existing site features, ground elevations, drainage, utilities, and significant trees, and will include ASCE 38-02 Quality Level "B" underground utility locating using electromagnetic and ground-penetrating radar.

This Change Order authorizes KPM Franklin to revise the civil engineering plan set, update the stormwater design and supporting calculations, coordinate the integration of the Level B Survey, and provide permitting assistance and project management to support the City's re-review and approval of the revised documents. These services were not included in the original scope and are necessary to address the City's updated requirements and advance the project toward approval.

Scope of Services

KPM Franklin (KPMF) has developed the following task-oriented scope of services based on our understanding of the projects design phase submittal process.

Task 1: Topographic Survey

KPMF shall provide a Topographic Survey update for the above referenced project along with the following tasks and clarifications:

- The Topographic Survey will be conducted within the provided limits with recorded data, in sufficient density, to develop a DTM (Digital Terrain Model) of the project.
- The topographic survey shall include: The location, dimensions, and material (as appropriate) of physical improvements within the project limits including concrete, pavement, driveways, utilities, drainage structures & pipes, walls, fences, signs, and buildings.
- Ground elevations are to be obtained at a 25-50 feet interval grid within the project limits to include uplands and wetland areas.
- Roadways will be located from the adjacent edge of pavement to the right-of-way.
- A 15-25 feet interval grid will be utilized on the center of curb, sidewalk, and edge of paving.
- Additional ground elevations will be located when determined necessary.
- Additional topographic locations will be obtained 30 feet beyond the survey limits.
- Visible aboveground utility locations will be acquired from field observations.
- Drainage and Sanitary Sewer Inverts will be located and pipe size with direction determined with flow.
- Underground utilities will be demarcated by a subconsultant as defined in task 2 and field located by this firm.
- Trees are to be located and identified by species and size at the breast height diameter (BHD).
 - Trees with a BHD of 4" and greater are to be located.

Task 2: Subsurface Utility Exploration (ASCE 38-02 Quality Level "B")

McKim Creed, a sub-consultant to KPMF, shall provide underground utility locations for the above referenced project, along with the following tasks and clarifications:

- Subsurface Utility Exploration (ASCE 38-02 Quality Level "B") designations will be performed.
 - Electromagnetic and Ground Penetrating Radar sweep for utilities.
 - Detailed field notes and digital pictures shall be provided to the Client, and we will also provide a sketch (depicting the utilities designated in the Quality Level B investigation).
- Underground Utilities will be designated on portions of parcel
- Designation of the septic system will be an optional task and fee shown below.

Task 3: Civil Engineering Construction Documents

KPMF will produce civil engineering design and permit plans for on-site improvements in one set of construction-ready documents. In accordance with our project understanding and applicable design requirements, the construction documents will include the following.

- **Cover Sheet** – as dictated by local practice
- **Civil General Notes** – for civil work only, as dictated by local practice
- **Existing Conditions and Demolition Plan** – will include removal of any existing visible above ground features and any existing known below ground features to accommodate new construction based

on survey

- **Erosion Control Plan** – will include minimum drainage and erosion/sediment control information for the construction of the project
- **Geometry Site Plan** – will include proposed site conditions with horizontal control of proposed parking, drive aisles, sidewalks, hardscape and other site improvements; signing and striping will be for traffic movement only; signage, lighting and hardscaping as designed by others can be shown for coordination purposes
- **Paving, Grading and Drainage Plan** – will include storm drainage structure and pipe alignments and sizes, site grading (with key spot elevations) and any additional finished ground surface elevations showing the means to control site runoff and conveyance to the stormwater management system; means of structure drainage must be provided by the Client (e.g., roof drains); the Client will provide grading of amenities
- **Utility Plan** – will include water and sewer services from the points of connection to within five feet of each building including size, location, dimensions, and sanitary sewer structures (manholes, inverts, types, etc.); fire line point of service and on-site fire hydrant locations; location and size of all building water and sewer connection points will be furnished by the Client prior to start of design; assumes lift station is excluded unless otherwise noted
- **Civil Site Construction Details** – will consist of typical and site specific details for items specified on the plans provided under this task

Documents will be provided to the Client for review per the Project Understanding.

Task 4: Stormwater Management Plan

KPMF will perform a final drainage design analysis and produce a stormwater management plan of the property. The stormwater management plan will be designed to meet the requirements set forth by the water management district. KPMF assumes flood plain impacts are not included.

The deliverable will be a stormwater report that documents the analysis and includes the project narrative, location map, aerial map, soils map, flood map, design calculations, modeling data and results for the proposed stormwater facilities. The necessary construction information will be shown in the construction documents and used for permitting assistance.

Task 5: Permitting Assistance

KPMF will assist the Client in coordinating required approvals to perform site construction in accordance with the construction documents. KPMF will advise the Client of any government-forced changes resulting in modifications to the scope, extent or character of the project. Any government-forced changes in the scope of work will be considered additional services.

KPMF will prepare and submit applications for the following listed permits and respond to two (2) Requests for Additional Information (RAI) provided by the permitting agencies, unless the RAI's requires significant redesign or are generated by scope alterations initiated by the Client.

See Contract



- **City of Kissimmee – SDP**
- **South Florida Water Management District (SFWMD) – Environmental Resource Permit (ERP)**

Task 6: Project Management and Coordination

KPMF will coordinate and work with subconsultants, the Client and the Client's consultants to facilitate the project design, preparation of construction documents and permitting assistance. KPMF will participate in

team meetings and conference calls as the budget allows. This task includes time for overall project management, scheduling and subconsultant coordination. This task also includes quality assurance reviews to ensure consistency amongst the plan elements, ensuring project schedule deadlines are met and assuring effective communication with the Client and the project's team members. This task is based on an estimated level of effort for the anticipated design and permitting duration, and the Client will be notified if additional effort becomes necessary.

Survey Project Standards, Requirements, and Limitations

This project will adhere to the following standards and requirements:

- "Standards of Practice" set forth by the state of Florida, Department of Agriculture, defined in chapter 5j-17 of the Florida administrative code, pursuant to Section 472.027, Florida Statutes.
- This survey will be conducted in "Florida State Plane Coordinates", North American Datum (NAD) 83 with the 2011 adjustment (NAD 83/2011 adj).
- This Survey will also be conducted in North America Vertical Datum (NAVD 88).
- ASCE 38-02 Quality Level "B" – Limitations:
 - Geophysical prospecting techniques, although highly reliable, are subject to outside interference which are beyond the control of McKim Creed and may impede the effectiveness of the subsurface investigation. Soil conditions, utility material, size, depth, salt water and conductivity may prevent location of some subsurface utilities. McKim Creed utilizes state of the art equipment and methodology during all phases of a utility investigation, but no guarantee is hereby expressed that all utilities will be detected and located.

Survey Schedule

KPM Franklin is prepared to begin work on the project 5-10 business days after receiving your written authorization to proceed. This schedule and proposal are valid for 30 days from the date of this letter.

Compensation Summary and Terms

The following summarizes the fees and billing terms as proposed by KPMF for the Scope of Services as presented herein.

Task	Terms	Fee
1 Topographic Survey	Lump Sum	\$ 3,980.00
2 SUE - ASCE 38-02 Quality Level "B" (McKim & Creed)	Lump Sum	\$ 6,600.00
3 Civil Engineering and Construction Documents	Lump Sum	\$ 25,000.00
4 Stormwater Calculations	Lump Sum	\$ 20,000.00
5 Permitting Assistance	Lump Sum	\$ 10,000.00
6 Project Management and Coordination	Lump Sum	\$ 10,000.00
Total Fee		\$ 75,580.00

Additional services or meetings, other than described above, requested by the Client will be invoiced hourly, consistent with Exhibits "A" and "B." The attached Exhibits "A" and "B" are hereby incorporated into this agreement.

Acceptance

Your acceptance of this Change Order is indicated by your signature in the space provided below. Your authorized signature will constitute your agreement to proceed with the Scope of Services outlined herein, subject to the terms of the existing agreement.

This Proposal for Professional Services is hereby submitted by:

KPM Franklin



Kevin White, P.E.
Vice President of Kissimmee Engineering

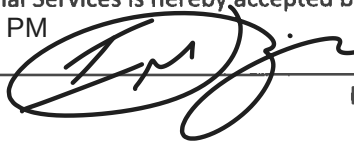


John Kelly, P.E.
Principal in Charge, President

This Proposal for Professional Services is hereby accepted by:

Ivan Lespier Sr. Const. PM
City of Kissimmee

< Print and Sign Name >



2/19/2026

Date

ITEM 7.J

Disposal of City Assets

Request

Request approval to dispose of the asset items detailed in the attached report.

Explanation

The Charter states that the City Manager “shall not dispose of property belonging to the City, except on authority of the City Commission.” Therefore, staff is requesting approval to dispose of the items listed in the attached document.

The items listed are scheduled to be auctioned, junked, or scrapped and have not been previously approved for disposal by the City Commission. These items will be sold through George Gideon Auctioneers, Inc.'s online auction unless other local governments choose to purchase them at fair market value.

Recommendation

Approval to remove the listed items from the City’s equipment inventory and send those items to auction for disposal.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Finance

Presenter:

Attachment(s):

1. March 2026 Asset Disposals

City of Kissimmee
Surplus Property Auction List
Mar-26 GIDEON AUCTIONEERS

AUCT#	ITEM & DESCRIPTION	MODEL	SERIAL #	CITY #
CD042	2015 FORD ESCAPE CD042		1FMCU0F7XFUB65332	23312
PD646	2017 FORD EXPLORER PD646		1FM5K8AR4HGC66972	23984
POLICE	MISC ITEMS ON PD646			N/A
POLICE	FULL GRAPHICS ON PD646			17-001995
POLICE	INSTALL OF PD EMERGENCY EQUIP ON PD646			17-004686

City of Kissimmee
Surplus Property Auction List
Mar-26 JUNKED

AUCT#	ITEM & DESCRIPTION	MODEL	SERIAL #	CITY #
CITY MANAGER	9 CHAIRS			N/A
DEV SERVS	5 LIGHT GREY PFFOCE DESKS			N/A
DEV SERVS	2 GRAY METAL FILE CABINETS			N/A
DEV SERVS	1 LIGHT GRAY CREDENZA			N/A
DEV SERVS	5 BEIGE FELT WALL PARTITIONS			N/A
DEV SERVS	HP LASERJET PRINTER		MVCCM9D208	N/A
PW-SW/ENG	MULTIPARAMETER WATER LOGGER		10K101417	21712
PW-SW/ENG	TURBIDITY PROBE		13K100442	23906
PW-SW/ENG	OPTICAL DO PROBES-REPLACEMENT		09B101136	21702
PW-SW/ENG	SW0912-OPTICAL DO PROBES REPR		09G101520	23921
PW-SW/ENG	6136 TURBIDITY PROBE		09J101190	21397
PW-SW/ENG	6136 TURBIDITY PROBE		15J101314	23907
PW-SW/ENG	SUTRON SHAFT ENCODER		50161	21390
PW-SW/ENG	6150 ROX OPTICAL OXYGEN SENSOR		09J101682	21385
PW-SW/ENG	6150 ROX OPTICAL OXYGEN SENSOR		16E100211	24006
PW-SW/ENG	6150 ROX OPTICAL OXYGEN SENSOR		09K100832	23923
PW-SW/ENG	VELOCITY METER-SL 1500		E-2360	21300
PW-SW/ENG	TURBIDITY PROBE		09J101192	21149
PW-SW/ENG	TURBIDITY PROBE 6136		09J100299	21145
PW-SW/ENG	TURBIDITY PROBE (NEPHLOMETRIC)		09G101989	21126
PW-SW/ENG	WATER QUALITY LOGGER		08E101729	21111
PW-SW/ENG	WATER QUALITY LOGGER		08E101728	21110
PW-SW/ENG	VELOCITY METER		E-2028	21109
PW-SW/ENG	VELOCITY METER		18J101112	21000294
PW-SW/ENG	DEPLOYMENT SYS-YSI 6600 EXTND		08D101816	20590
PW-SW/ENG	DEPLOYMENT SYS-YSI 6600 EXTND		08D101817	20589
PW-SW/ENG	10 METER FIELD CABLE			20-1172001
PW-SW/ENG	TURBIDITY SENSOR		16C102402	24007
PW-SW/ENG	6150 ROX OPTICAL PROBE		16E100196	24008
PW-SW/ENG	SONDE		16D104250	23924
PW-SW/ENG	SONDE WITH CABLE		16B101830	23912
PW-SW/ENG	ST1504-MODEM FOR CAMPELL DATA LOGGER EQ			16-1123040
PW-SW/ENG	ST1504-MODEM FOR CAMPELL DATA LOGGER EQ			16-1123039
PW-SW/ENG	ST1504-MODEM FOR CAMPELL DATA LOGGER EQ			16-1123038

PW-SW/ENG	ST1504-MODEM FOR CAMPELL DATA LOGGER EQ			16-1123037
PW-SW/ENG	6136 TURBIDITY PROBE		18H112130	25287
PW-SW/ENG	6150 ROX PROBE		15M101527	23904
PW-SW/ENG	ST1504-MODEM FOR CAMPELL DATA LOGGER EQ			16-1122682
PW-SW/ENG	ST1504-MODEM FOR CAMPELL DATA LOGGER EQ			16-1123036
PW-SW/ENG	SONDE		15K100880	23813
PW-SW/ENG	SONDE		153102433	23710
PW-SW/ENG	SONDE		153102432	23709
PW-SW/ENG	6150 Rox optical dissolved oxygen sensor		15F104747	23708
PW-SW/ENG	6136 Turbidity sensor probe		15E103785	23707
PW-SW/ENG	6150 ROX OPTICAL DO PROBE		15A1000056	23506

ITEM 7.K

Contract Extensions for Roofing Installation and Repair Contractor Services

Request

Request approval to execute the second and final renewal of the continuing services contracts for Roofing Installation and Repair Contractor Services with the following contractors: Advanced Roofing, Inc. (Contract #20230046) and Atlas Apex Roof LLC (Contract #20230168), extending the contracts for an additional one-year term beginning March 1, 2026.

Explanation

On March 1, 2022, the City Commission approved the selection of Advanced Roofing, Inc., Atlas Apex Roof LLC, and Springer-Peterson Roofing and Sheet Metal for continuing services contracts to provide roofing installation and repair services for City facilities. These contracts were awarded on a task-order basis for an initial three-year term, with the option of two one-year renewal periods.

The first renewal was executed in February 2025. Staff is now requesting approval to execute the second and final renewal for these contractors. The contractors have successfully provided roofing installation and repair services for City facilities and have submitted the required documentation to extend their agreements for the final one-year renewal period.

At this time, Advanced Roofing, Inc. and Atlas Apex Roof LLC have submitted the required renewal documentation. Staff is requesting approval to extend their contracts through March 1, 2027. The remaining contractor, Springer-Peterson Roofing and Sheet Metal, will be presented to the City Commission for approval once the required renewal documentation is received.

Approval of this item will allow the City to continue utilizing these contractors on an as-needed, task-order basis for roofing installation and repair services.

Recommendation

Approval to execute the second and final renewal of the continuing services contracts for Roofing Installation and Repair Contractor Services with Advanced Roofing, Inc. and Atlas Apex Roof LLC, extending the contracts for one additional year through March 1, 2027.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. (S) Second & Final Renewal - Atlas Apex Roofing Contract Extension 2026
2. (S) Second & Final Renewal - Advanced Roofing Contract Extension 2026

**SECOND AND FINAL RENEWAL TO THE AGREEMENT
BETWEEN THE CITY OF KISSIMMEE
AND ATLAS APEX ROOFING, LLC**

THIS SECOND AND FINAL RENEWAL of the Agreement for Roof Installation and Repair Services for the City of Kissimmee is made this 17 day of March 2026, by and between the **CITY OF KISSIMMEE**, a Florida municipal corporation, whose address is 101 Church Street Kissimmee, Florida 34741, hereinafter known as "CITY" and **ATLAS APEX ROOFING, LLC**, whose address is 281 NE 32nd St., Ft. Lauderdale, Florida 33334, hereinafter known as "CONTRACTOR". CONTRACTOR and CITY are collectively referred to hereinafter as the "Parties".

WHEREAS, CITY advertised a Request for Proposals "RFP 2022-001" for Roof Installation and Repair Contractor Services wherein firms submitted proposals which were reviewed, evaluated, and scored by the Selection Committee; and

WHEREAS, the Parties entered into the Agreement between the City of Kissimmee and Atlas Apex Roofing, LLC, on March 1, 2022 (the "Original Agreement") for an initial term of three (3) years with the option of two (2) one (1) year renewal periods; and

WHEREAS, the Parties entered into the First Renewal of the Agreement (the "First Renewal") on February 18, 2025, and such Agreement is set to expire (attached hereto as "**Exhibit 1**"); and

WHEREAS, the CITY determined the services and performance of CONTRACTOR effectively performed the goals and objectives of the Original Agreement and the First Renewal; and

WHEREAS, CITY and CONTRACTOR now mutually desire to extend the Original Agreement for the final one (1) year pursuant to the terms of same by this Second and Final Agreement to the Original Agreement (the "Second and Final Renewal").

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 Second and Final Renewal, CITY and CONTRACTOR agree to the terms and conditions of the Original Agreement dated March 1, 2022, incorporated herein by reference.
3. **TERM.** CITY and CONTRACTOR agree to exercise the second and final one (1) year renewal provided under Article 2 ("Term") of the Original Agreement, extending the terms and conditions therein for an additional and final year.
4. **Effective Date.** The effective date of this Second and Final Renewal of the Agreement between CITY and ATLAS APEX ROOFING, LLC, is March 17, 2026, *nunc pro tunc* to March 1, 2026.

IN WITNESS WHEREOF, the Parties hereto acknowledge they have received, read and understand this Second and Final Renewal, executed on the date below written, and shall abide by and enforce the terms and conditions herein during the rehabilitation process.

ATLAS APEX ROOFING, LLC

By: _____

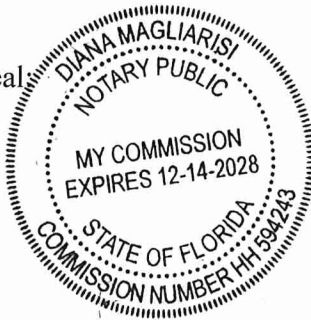
Title: President

Date: 3/10/2026

STATE OF FLORIDA)
COUNTY OF Broward)

The foregoing instrument was acknowledged before me this 10th day of March, 2026, by means of ☒ physical presence or ☐ online notarization by Henry Gembalas President for Atlas Apex Roofing, LLC, a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:



Notary: Diana Magliarisi

Print Name: Diana Magliarisi

My Commission Expires: 12/14/2028

CITY OF KISSIMMEE

By: _____

Jackie Espinosa, Mayor-Commissioner

Date: _____

ATTEST:

City Clerk

Approved as to form and legal sufficiency:

City Attorney

"EXHIBIT 1"
FIRST RENEWAL

**FIRST RENEWAL TO THE AGREEMENT BETWEEN THE
CITY OF KISSIMMEE AND
ATLAS APEX ROOFING, LLC**

THIS FIRST RENEWAL of the Agreement for Roof Installation and Repair Services for the City of Kissimmee is made this 18th day of February 2025, by and between the **CITY OF KISSIMMEE**, a Florida municipal corporation, whose address is 101 Church Street Kissimmee, Florida 34741, hereinafter known as "CITY" and **ATLAS APEX ROOFING, LLC**, whose address is 281 NE 32nd Street, Fort Lauderdale, Florida 33334, hereinafter known as "CONTRACTOR". CONTRACTOR and CITY are collectively referred to hereinafter as the "Parties".

WHEREAS, CITY advertised a Request for Proposals "RFP 2022-001" for Roof Installation and Repair Contractor Services wherein firms submitted proposals which were reviewed, evaluated, and scored by the Selection Committee; and

WHEREAS, the Parties entered into the Agreement between the City of Kissimmee and Atlas Apex Roofing, LLC on March 1, 2022 (the "Original Agreement") for an initial term of three (3) years with the option of two (2) one (1) year renewal periods; and

WHEREAS, the initial term of the Original Agreement is set to expire and the CITY determined the services and performance of CONTRACTOR effectively performed the goals and objectives of the Original Agreement; and

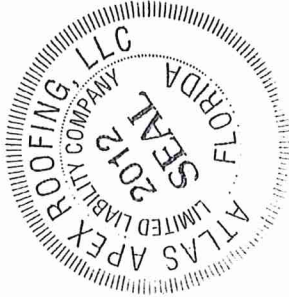
WHEREAS, CITY and CONTRACTOR now mutually desire to extend the Original Agreement for an additional one (1) year pursuant to the terms of same.

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, CITY and CONTRACTOR agree to the terms and conditions of the Original Agreement dated March 1, 2022, incorporated herein by reference and attached hereto as **Exhibit "A"**.
3. **TERM.** CITY and CONTRACTOR agree to exercise the first one (1) year renewal provided under Article 2 ("Term") of the Original Agreement, extending the terms and conditions therein for an additional year.
4. **Effective Date.** The effective date of this First Renewal of the Agreement between CITY and **ATLAS APEX ROOFING, LLC**, is Feb 18, 2025.

Signature Page to Follow

IN WITNESS WHEREOF, the Parties hereto acknowledge they have received, read and understand this First Renewal, executed on the date below written, and shall abide by and enforce the terms and conditions herein during the rehabilitation process.



ATLAS APEX ROOFING, LLC

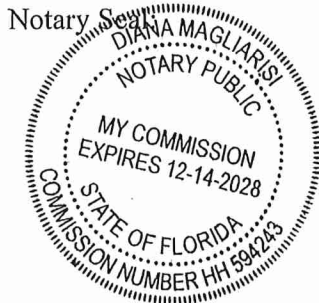
By: [Signature]
Henry Gembala

Title: President

Date: 02/05/2025

STATE OF FLORIDA)
COUNTY OF Broward)

The foregoing instrument was acknowledged before me this 5th day of February, 2025, by means of ☒ physical presence or ☐ online notarization by Henry Gembala as President for Atlas Apex Roofing, LLC, a Florida corporation, who is personally known to me or has produced identification.



Notary: [Signature]
Print Name: Diana Magliarisi
My Commission Expires: _____

CITY OF KISSIMMEE

By: [Signature]
Jackie Espinosa, Mayor-Commissioner

Date: February 19, 2025



ATTEST:

Tameara Crespo
Tameara Crespo, City Clerk

Approved as to form and legal sufficiency:

Olga Sanchez de Fuentes
Olga Sanchez de Fuentes, City Attorney

EXHIBIT "A"
ORIGINAL AGREEMENT

**AGREEMENT BETWEEN CITY OF KISSIMMEE
and Atlas Apex Roofing, LLC.**

THIS AGREEMENT is made and entered this 1st day of March, 2022 by and between the CITY OF KISSIMMEE, a municipal corporation of the State of Florida whose address is 101 Church Street, Kissimmee, FL 34741 (hereinafter "CITY") and Atlas Apex Roofing, LLC., whose address is 281 NE 32nd Street, Fort Lauderdale, FL 33334 hereinafter referred to as ("CONTRACTOR"), and each represents as follows:

WHEREAS, CITY desires to retain services of competent and qualified Contractors to provide services to support CITY with on-going general roof installations and repairs on CITY buildings on an as-needed basis to minimize response time and improve customer service; and

WHEREAS, CITY advertised a Request for Proposals "RFP 2022-001 " for Roof Installation and Repair Contractor Services, on a continuing, as needed basis wherein firms submitted qualifications which were reviewed, evaluated, and scored by the Selection Committee; and

WHEREAS, based on the competitive selection process CITY has determined that Atlas Apex Roofing, LLC is qualified to provide the services and desires to award the Agreement to CONTRACTOR consistent with the terms, conditions and requirements of the above-referenced RFP.

NOW THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, herein and for other good and value considerations, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and specifically incorporated herein.
2. **TERM.** This Agreement shall be in effect for a term of three years from the date of execution with the option of two (2), one (1) year renewal periods.
3. **SCOPE OF SERVICES.** CONTRACTOR shall provide roof installation and repairs on an as needed basis in accordance with the Scope of Work, Bid Specifications and the Contractor's response to the RFP attached as Exhibit "A" and incorporated herein. CONTRACTOR acknowledges that CITY may retain other contractors, to perform similar work, and that work performed will be on an as needed basis, after receipt of a Work Order form from CITY, a sample is attached hereto as Exhibit "B." Upon receipt of a Work Order, CONTRACTOR shall provide CITY with a quote for the cost of installation and/or repair, and an estimate of the time necessary for completion of the work. CITY shall review the quote and determine whether it is in its best interest of to engage CONTRACTOR for the work. CITY shall provide CONTRACTOR authorization to proceed with the work, through approval signature of the Work Order. CONTRACTOR shall make a good faith effort to complete repairs in a timely manner. Upon knowledge of

- a delay, CONTRACTOR shall request a time extension, in writing, identifying the reason for the delay, with corresponding backup documentation and new completion date. CITY shall review the documentation and agree to time extensions for delivery delays in parts, or other reasons as the City in its sole discretion deems necessary and appropriate. Changes to the Scope of Work must be approved by CITY.

CITY may at any time require CONTRACTOR to remove any person employed in connection with the performance of the services who in the sole opinion of CITY is not suitable for the performance of the duties required. CONTRACTOR shall immediately remove the individual from performance of work under this Agreement, without hesitation or challenges to CITY

4. **REPRESENTATIONS.** CONTRACTOR hereby represents to the CITY that:

- a. They are qualified to perform these services by the State of Florida and has the experience and skill to perform the services required by this Agreement.
- b. They will provide and employ personnel qualified and experienced in their profession to perform the services required.
- c. They will comply with applicable federal, state and local laws and codes. CONTRACTOR and any personnel performing services shall secure all licenses and certifications necessary for initiation and completion of the services contained herein and shall be responsible for the payment of license and certifications fees, as applicable. If necessary, CONTRACTOR shall, upon request, provide the CITY with proof of certification compliance.
- d. CONTRACTOR will perform services in accordance with generally accepted professional standards in the most expeditious and economical manner and the extent consistent with the best interest of CITY.
- e. It is adequately financed to meet any financial obligations it may be required to incur under this Agreement.

5. **INDEPENDENT CONTRACTOR.** The Parties hereto agree that CONTRACTOR is an independent contractor to the CITY. Nothing in this Agreement shall create or shall be deemed to create any fiduciary relationship or the relationship of principal and agent, employee and employer, partnership, joint venture, or any other similar or representative relationship between the parties hereto. CONTRACTOR and each of its employees will act as an independent contractor and not as employees of CITY.

6. **FEES.** CITY shall pay the CONTRACTOR for services and materials as set forth in the fee schedule contained in Attachment "B", the total contract amount shall not exceed the sum of T W O H U N D R E D T H O U S A N D D O L L A R S (\$ 200,000.00) per project. The fee structure may only be revised by written amendment hereto, agreed to in writing by CITY and CONTRACTOR.

7. **PAYMENT.** Invoices shall provide details of all project expenses permitted in this Agreement. Upon review and approval of CONTRACTOR's invoice and verification that services have been rendered in conformity with this Agreement, CITY, through payment issued by the Public Works 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 CITY's receipt of the invoice. If this Agreement is

terminated for convenience for any reason, then 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.

8. **INSURANCE.** CONTRACTOR is required to submit to CITY Certificates of Insurance naming the CITY as an additional insured. Said Certificate of Insurance shall also provide that at least thirty (30) days written notice shall be given to CITY. Said Policies shall be issued and underwritten by a licensed insurer, licensed in the State of Florida. During the term of the Agreement and any renewals, CONTRACTOR at its sole cost and expenses shall maintain insurance coverage as follows:

- A. **Professional Liability Insurance:** CONTRACTOR must maintain a comprehensive liability policy, including negligent acts, errors and omissions coverage in a minimum amount of \$500,000.00 per claim, issued to the CONTRACTOR as the insured. Said policy shall be underwritten by an insurer with a rating classification of either A-, A or A+ and a financial size category rating of Class IV or higher.
- B. **Comprehensive General Liability:** CONTRACTOR will provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000.00 aggregate.
- C. **Comprehensive Automobile Liability:** CONTRACTOR will provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000.00.
- D. **Workers Compensation:** 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.

9. **TERMINATION FOR CAUSE.**

- A. CITY may terminate this Agreement based on any of the following reasons:
 - 1. In the event of any breach by CONTRACTOR of the conditions set forth in this Contract, including any non-performance of duties, CITY's Designated Representative may send a certified letter to CONTRACTOR requesting that CONTRACTOR show cause why the Agreement should not be terminated. If adequate assurances or acceptable reasons are not given to CITY within fifteen (15) days of the receipt by CONTRACTOR of said show cause notice, CITY may consider CONTRACTOR to be in default and may immediately terminate this Agreement.
 - 2. In the event of termination for cause, the CITY may adjust any payment to take into account any additional costs to be incurred by the CITY due to such default.
- B. The CONTRACTOR may terminate this Agreement for cause if CITY fails to

pay the CONTRACTOR as provided herein, or the CONTRACTOR can no longer adequately meet the scope of service in the Agreement. The CONTRACTOR shall notify the CITY of the intention to terminate with thirty (30) days notice provided by certified letter to the CITY Designated Representative. If adequate assurances are not given to the CONTRACTOR within fifteen (15) days of the receipt by the CITY of said show cause notice, then the CONTRACTOR may consider the CITY to be in default and may immediately terminate this Agreement.

10. **TERMINATION FOR CONVENIENCE.** CITY reserves the right to terminate the Agreement in whole or in part, including termination specific to location, by giving the CONTRACTOR written notice at least thirty (30) days prior to effective date of termination. Upon receipt of termination from CITY, CONTRACTOR 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 CONTRACTOR for the payment of any obligation to the extent such responsibility has not been excused by breach or default of the Contractor.

Upon termination, CONTRACTOR shall invoice CITY for all amounts not previously billed and due to CONTRACTOR at that time. CONTRACTOR shall not be entitled to any additional fees nor expenses for any work commenced or expenses incurred after the notice of termination was received by CONTRACTOR, unless specifically approved or requested by CITY. No amount shall be allowed for anticipated profit on unperformed services or other work. CONTRACTOR shall however, be entitled to payment for services commenced and approved by CITY prior to receipt of notice, or with the expressed written consent of CITY, prior to the effective date of termination.

11. **INDEMNIFICATION.** To the extent permitted by law, CONTRACTOR hereby releases and waives all claims against 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 CITY or any other person. Nothing in the agreement shall be construed as a waiver of 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. **NON - DISCRIMINATION.** CONTRACTOR agrees not to discriminate against any citizen, employee or employment applicant on the basis of race, color, religion, national origin, ancestry, sex, marital status or age in the performance of the obligations of this Agreement. Violation of this provision shall be treated as a breach of this Agreement.
13. **NONASSIGNMENT.** CONTRACTOR shall not, without receiving prior consent of CITY, assign this Agreement or any portion hereof. This Agreement is hereby deemed to be of a personal service contract nature, thus, subcontracting any portion of this Agreement is prohibited. Any unauthorized assignment shall be void and shall terminate the Agreement at the CITY's option. CONTRACTOR's interest in this Agreement is not assignable by operation of law.
14. **ACCESS TO RECORDS / AUDIT.** CONTRACTOR shall maintain books, records, documents, time and costs accounts and other evidence directly related to its performance of services and supply of materials under this Agreement. All-time records and cost data shall be maintained in accordance with generally accepted accounting principles. CONTRACTOR shall also maintain the financial information and data necessary to determine overhead rates in accordance with the requirements of Federal and State regulatory agencies and this Agreement. CITY, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents, and other evidence for inspection, audit and copying. Copying of CONTRACTOR's books, records, documents, time records and cost accounts, and other evidence shall be at CITY's expense.
The CONTRACTOR shall maintain and allow access to the records for a period of three (3) years after the completion of the services provided under this Agreement and date of final payment for said services, or date of termination of this Agreement.
15. **E-VERIFY.** In compliance with Section 448.095, Fla. Stat., CONTRACTOR and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.
- a CONTRACTOR shall require each of its subcontractors to provide CONTRACTOR with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.
 - b CITY, CONTRACTOR, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
 - c CITY, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but CONTRACTOR otherwise complied, shall promptly notify CONTRACTOR and CONTRACTOR shall immediately terminate the contract with the subcontractor.

- d Termination of this Agreement under the provisions of this section is not a breach of contract and may not be considered such. Any Agreement termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. CONTRACTOR acknowledges that upon termination of this Agreement by the City for a violation of this section by CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year. CONTRACTOR further acknowledges that CONTRACTOR is liable for any additional costs incurred by the CITY as a result of termination of any contract for a violation of this section.
- e *Subcontracts.* CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

16. **PUBLIC RECORDS.** CONTRACTOR acknowledges CITY's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release

public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, CONTRACTOR shall keep and maintain public records required by the CITY to perform the service.

If CONTRACTOR has questions regarding the application of Chapter 119, Florida Statutes, to CONTRACTOR's duty to provide public records relating to this Agreement, contact the Custodian of Public Records at 407-518-2308, cityclerkemail@kissimmee.gov and 101 Church Street, Kissimmee, Florida 34741.

- a. If CITY's Custodian of Records requests records from CONTRACTOR, CONTRACTOR shall provide the City's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost charged by CITY, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- b. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the agreement if the CONTRACTOR does not transfer the records to CITY.
- c. Upon completion of the contract, CONTRACTOR shall transfer, at no cost, to CITY all public records in possession of CONTRACTOR or keep and maintain public records required by CITY to perform the service. If CONTRACTOR transfers all public records to CITY upon completion of the Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of CITY. Unless otherwise directed by CITY, all records will be transferred at the conclusion of the Agreement.

- d. Upon notice to CONTRACTOR of a request to inspect or copy public records relating to CITY's agreement for services, CONTRACTOR shall provide the records to CITY or allow the records to be inspected or copied within a reasonable time.
- e. If CONTRACTOR does not comply with CITY's request for records, such failure shall constitute a material breach and the Agreement shall terminate upon notice by the CITY.
- f. If the CONTRACTOR fails to provide the public records to CITY within a reasonable time may be subject to penalties under Florida Statutes §119.1

17. **APPLICABLE LAWS.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Florida.

18. **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 or interpret this Agreement.

19. **WAIVER.** No failure of CITY to insist upon strict performance in any one or more terms of this Agreement, nor any failure of 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.

20. **NOTICES.** All notices and demands shall be sent via U.S. Certified Mail, return receipt

As to CONTRACTOR:
Atlas Apex Roofing, LLC
Attn: Henry Gembala, V.P.
281 NE 32nd Street
Fort Lauderdale, FL 33334

As to CITY:
CITY OF KISSIMMEE
Public Works & Engineering Dept.
Attn: Hany George
104 N. Alaska Avenue
Kissimmee, FL 34741

21. **ENTIRETY OF AGREEMENT.** This Agreement, including any attachments and exhibits referred to herein 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.

22. **MODIFICATIONS.** Any modifications or additional obligations assumed by either Party in connection with this Agreement shall be binding only if evidenced in writing and signed by each Party or an authorized representative of each Party.

23. **BINDING.** This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns as permitted by this Agreement.

24. **SEVERABILITY.** In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.
23. **ATTACHMENTS.** The Attachments listed hereto are incorporated by reference and will be binding on the Parties. In the event of any inconsistency between the Attachments, the provision of this Agreement will govern and control.

(Signature page to follow)

IN WITNESS WHEREOF, the Parties hereto have through their duly authorized representatives, approved and executed this Agreement as of the date set forth below:



CONTRACTOR

By: [Signature] Henry Gembala

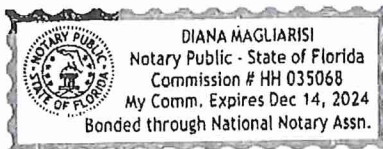
Title: Vice President

Date: 01/31/2022

STATE OF FLORIDA
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 31st day of January, 2022, by means of ☒ physical presence or ☐ online notarization, by Henry Gembala as Vice President for Atlas Apex Roofing, LLC, a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:



Notary: [Signature]
Print Name: Diana Magliarisi
My Commission Expires: _____

CITY OF KISSIMMEE

By: [Signature]
Olga Gonzalez, Mayor-Commissioner

Date: March 1, 2022



ATTEST:
[Signature]
Linda Hansell, City Clerk

Approved as to form a legal sufficiency:

[Signature]
City Attorney

**SECOND AND FINAL RENEWAL TO THE AGREEMENT
BETWEEN THE CITY OF KISSIMMEE
AND ADVANCED ROOFING, INC**

THIS SECOND AND FINAL RENEWAL of the Agreement for Roof Installation and Repair Services for the City of Kissimmee is made this 17 day of March 2026, by and between the **CITY OF KISSIMMEE**, a Florida municipal corporation, whose address is 101 Church Street Kissimmee, Florida 34741, hereinafter known as "CITY" and **ADVANCED ROOFING, INC.**, whose address is 200 Northstar Ct., Sanford, Florida 32771, hereinafter known as "CONTRACTOR". CONTRACTOR and CITY are collectively referred to hereinafter as the "Parties".

WHEREAS, CITY advertised a Request for Proposals "RFP 2022-001" for Roof Installation and Repair Contractor Services wherein firms submitted proposals which were reviewed, evaluated, and scored by the Selection Committee; and

WHEREAS, the Parties entered into the Agreement between the City of Kissimmee and Advanced Roofing, Inc., on March 1, 2022 (the "Original Agreement") for an initial term of three (3) years with the option of two (2) one (1) year renewal periods; and

WHEREAS, the Parties entered into the First Renewal of the Agreement (the "First Renewal") on February 18, 2025, and such Agreement is set to expire (attached hereto as "**Exhibit 1**"); and

WHEREAS, the CITY determined the services and performance of CONTRACTOR effectively performed the goals and objectives of the Original Agreement and the First Renewal; and

WHEREAS, CITY and CONTRACTOR now mutually desire to extend the Original Agreement for the final one (1) year pursuant to the terms of same by this Second and Final Agreement to the Original Agreement (the "Second and Final Renewal").

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 Second and Final Renewal, CITY and CONTRACTOR agree to the terms and conditions of the Original Agreement dated March 1, 2022, incorporated herein by reference.
3. **TERM.** CITY and CONTRACTOR agree to exercise the second and final one (1) year renewal provided under Article 2 ("Term") of the Original Agreement, extending the terms and conditions therein for an additional and final year.
4. **Effective Date.** The effective date of this Second and Final Renewal of the Agreement between CITY and **ADVANCED ROOFING, INC.**, is March 17, 2026, *nunc pro tunc* to March 1, 2026.

IN WITNESS WHEREOF, the Parties hereto acknowledge they have received, read and understand this Second and Final Renewal, executed on the date below written, and shall abide by and enforce the terms and conditions herein during the rehabilitation process.

ADVANCED ROOFING, INC.

By: [Signature]

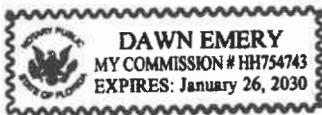
Title: Jason Carruth, VP

Date: 3/10/26

STATE OF FLORIDA)
COUNTY OF Seminole)

The foregoing instrument was acknowledged before me this 10th day of March, 2026, by means of ☒ physical presence or ☐ online notarization by Jason Carruth as Vice President for Advanced Roofing, Inc., a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:



Notary: Dawn Emery

Print Name: Dawn Emery

My Commission Expires: 1/26/2030

CITY OF KISSIMMEE

By: _____

Jackie Espinosa, Mayor-Commissioner

Date: _____

ATTEST:

City Clerk

Approved as to form and legal sufficiency:

City Attorney

**EXHIBIT “1”
FIRST RENEWAL**

**FIRST RENEWAL TO THE AGREEMENT
BETWEEN THE CITY OF KISSIMMEE
AND ADVANCED ROOFING, INC**

THIS FIRST RENEWAL of the Agreement for Roof Installation and Repair Services for the City of Kissimmee is made this 18th day of February 2025, by and between the **CITY OF KISSIMMEE**, a Florida municipal corporation, whose address is 101 Church Street Kissimmee, Florida 34741, hereinafter known as “CITY” and **ADVANCED ROOFING, INC.**, whose address is 200 Northstar Ct., Sanford, Florida 32771, hereinafter known as “CONTRACTOR”. CONTRACTOR and CITY are collectively referred to hereinafter as the "Parties".

WHEREAS, CITY advertised a Request for Proposals “RFP 2022-001” for Roof Installation and Repair Contractor Services wherein firms submitted proposals which were reviewed, evaluated, and scored by the Selection Committee; and

WHEREAS, the Parties entered into the Agreement between the City of Kissimmee and Advanced Roofing, Inc., on March 1, 2022 (the “Original Agreement”) for an initial term of three (3) years with the option of two (2) one (1) year renewal periods; and

WHEREAS, the initial term of the Original Agreement is set to expire and the 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 one (1) year 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, CITY and CONTRACTOR agree to the terms and conditions of the Original Agreement dated March 1, 2022, incorporated herein by reference and attached hereto as **Exhibit “A”**.
3. **TERM.** CITY and CONTRACTOR agree to exercise the first one (1) year renewal provided under Article 2 (“Term”) of the Original Agreement, extending the terms and conditions therein for an additional year.
4. **Effective Date.** The effective date of this First Renewal of the Agreement between CITY and **ADVANCED ROOFING, INC.**, is Feb 18, 2025.

Signature Page to Follow

IN WITNESS WHEREOF, the Parties hereto acknowledge they have received, read and understand this First Renewal, executed on the date below written, and shall abide by and enforce the terms and conditions herein during the rehabilitation process.

ADVANCED ROOFING, INC.

By: 

Title: Robert P. Kornahrens, President

Date: 1.30.2025

STATE OF FLORIDA)
COUNTY OF Seminole)

The foregoing instrument was acknowledged before me this 30 day of January, 2025, by means of ☒ physical presence or ☐ online notarization by Robert P. Kornahrens as President for Advanced Roofing, Inc., a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:



Notary: 
Print Name: Faith Williams
My Commission Expires: 8.24.2025

CITY OF KISSIMMEE

By: 
Jackie Espinosa, Mayor-Commissioner

Date: February 19, 2025



ATTEST:

Tameara Crespo

Tameara Crespo, City Clerk

Approved as to form and legal sufficiency:

Olga Sanchez de Fuentes

Olga Sanchez de Fuentes, City Attorney

EXHIBIT "A"
ORIGINAL AGREEMENT

**AGREEMENT BETWEEN CITY OF KISSIMMEE
and Advanced Roofing, Inc.**

THIS AGREEMENT is made and entered this 1st day of March, 2022 by and between the CITY OF KISSIMMEE, a municipal corporation of the State of Florida whose address is 101 Church Street, Kissimmee, FL 34741 (hereinafter "CITY") and Advanced Roofing, Inc., whose address is 200 Northstar Ct, Sanford, FL 32771 hereinafter referred to as ("CONTRACTOR"), and each represents as follows:

WHEREAS, CITY desires to retain services of competent and qualified Contractors to provide services to support CITY with on-going general roof installations and repairs on CITY buildings on an as-needed basis to minimize response time and improve customer service; and

WHEREAS, CITY advertised a Request for Proposals "RFP 2022-001 " for Roof Installation and Repair Contractor Services, on a continuing, as needed basis wherein firms submitted qualifications which were reviewed, evaluated, and scored by the Selection Committee; and

WHEREAS, based on the competitive selection process CITY has determined that Advanced Roofing, Inc. is qualified to provide the services and desires to award the Agreement to CONTRACTOR consistent with the terms, conditions and requirements of the above-referenced RFP.

NOW THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, herein and for other good and value considerations, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and specifically incorporated herein.
2. **TERM.** This Agreement shall be in effect for a term of three years from the date of execution with the option of two (2), one (1) year renewal periods.
3. **SCOPE OF SERVICES.** CONTRACTOR shall provide roof installation and repairs on an as needed basis in accordance with the Scope of Work, Bid Specifications and the Contractor's response to the RFP attached as Exhibit "A" and incorporated herein. CONTRACTOR acknowledges that CITY may retain other contractors, to perform similar work, and that work performed will be on an as needed basis, after receipt of a Work Order form from CITY, a sample is attached hereto as Exhibit "B." Upon receipt of a Work Order, CONTRACTOR shall provide CITY with a quote for the cost of installation and/or repair, and an estimate of the time necessary for completion of the work. CITY shall review the quote and determine whether it is in its best interest of to engage CONTRACTOR for the work. CITY shall provide CONTRACTOR authorization to proceed with the work, through approval signature of the Work Order. CONTRACTOR shall make a good faith effort to complete repairs in a timely manner. Upon knowledge of

- a delay, CONTRACTOR shall request a time extension, in writing, identifying the reason for the delay, with corresponding backup documentation and new completion date. CITY shall review the documentation and agree to time extensions for delivery delays in parts, or other reasons as the City in its sole discretion deems necessary and appropriate. Changes to the Scope of Work must be approved by CITY.

CITY may at any time require CONTRACTOR to remove any person employed in connection with the performance of the services who in the sole opinion of CITY is not suitable for the performance of the duties required. CONTRACTOR shall immediately remove the individual from performance of work under this Agreement, without hesitation or challenges to CITY

4. **REPRESENTATIONS.** CONTRACTOR hereby represents to the CITY that:

- a. They are qualified to perform these services by the State of Florida and has the experience and skill to perform the services required by this Agreement.
- b. They will provide and employ personnel qualified and experienced in their profession to perform the services required.
- c. They will comply with applicable federal, state and local laws and codes. CONTRACTOR and any personnel performing services shall secure all licenses and certifications necessary for initiation and completion of the services contained herein and shall be responsible for the payment of license and certifications fees, as applicable. If necessary, CONTRACTOR shall, upon request, provide the CITY with proof of certification compliance.
- d. CONTRACTOR will perform services in accordance with generally accepted professional standards in the most expeditious and economical manner and the extent consistent with the best interest of CITY.
- e. It is adequately financed to meet any financial obligations it may be required to incur under this Agreement.

- 5. **INDEPENDENT CONTRACTOR.** The Parties hereto agree that CONTRACTOR is an independent contractor to the CITY. Nothing in this Agreement shall create or shall be deemed to create any fiduciary relationship or the relationship of principal and agent, employee and employer, partnership, joint venture, or any other similar or representative relationship between the parties hereto. CONTRACTOR and each of its employees will act as an independent contractor and not as employees of CITY.
- 6. **FEES.** CITY shall pay the CONTRACTOR for services and materials as set forth in the fee schedule contained in Attachment "B". the total contract amount shall not exceed the sum of T W O H U N D R E D T H O U S A N D DOLLARS (\$ 200,000.00) per project. The fee structure may only be revised by written amendment hereto, agreed to in writing by CITY and CONTRACTOR.
- 7. **PAYMENT.** Invoices shall provide details of all project expenses permitted in this Agreement. Upon review and approval of CONTRACTOR's invoice and verification that services have been rendered in conformity with this Agreement, CITY, through payment issued by the Public Works 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 CITY's receipt of the invoice. If this Agreement is

terminated for convenience for any reason, then 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.

8. **INSURANCE.** CONTRACTOR is required to submit to CITY Certificates of Insurance naming the CITY as an additional insured. Said Certificate of Insurance shall also provide that at least thirty (30) days written notice shall be given to CITY. Said Policies shall be issued and underwritten by a licensed insurer, licensed in the State of Florida. During the term of the Agreement and any renewals, CONTRACTOR at its sole cost and expenses shall maintain insurance coverage as follows:

- A. **Professional Liability Insurance:** CONTRACTOR must maintain a comprehensive liability policy, including negligent acts, errors and omissions coverage in a minimum amount of \$500,000.00 per claim, issued to the CONTRACTOR as the insured. Said policy shall be underwritten by an insurer with a rating classification of either A-, A or A+ and a financial size category rating of Class IV or higher.
- B. **Comprehensive General Liability:** CONTRACTOR will provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000.00 aggregate.
- C. **Comprehensive Automobile Liability:** CONTRACTOR will provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000.00.
- D. **Workers Compensation:** 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.

9. **TERMINATION FOR CAUSE.**

- A. CITY may terminate this Agreement based on any of the following reasons:
 - 1. In the event of any breach by CONTRACTOR of the conditions set forth in this Contract, including any non-performance of duties, CITY's Designated Representative may send a certified letter to CONTRACTOR requesting that CONTRACTOR show cause why the Agreement should not be terminated. If adequate assurances or acceptable reasons are not given to CITY within fifteen (15) days of the receipt by CONTRACTOR of said show cause notice, CITY may consider CONTRACTOR to be in default and may immediately terminate this Agreement.
 - 2. In the event of termination for cause, the CITY may adjust any payment to take into account any additional costs to be incurred by the CITY due to such default.
- B. The CONTRACTOR may terminate this Agreement for cause if CITY fails to

pay the CONTRACTOR as provided herein, or the CONTRACTOR can no longer adequately meet the scope of service in the Agreement. The CONTRACTOR shall notify the CITY of the intention to terminate with thirty (30) days notice provided by certified letter to the CITY Designated Representative. If adequate assurances are not given to the CONTRACTOR within fifteen (15) days of the receipt by the CITY of said show cause notice, then the CONTRACTOR may consider the CITY to be in default and may immediately terminate this Agreement.

10. **TERMINATION FOR CONVENIENCE.** CITY reserves the right to terminate the Agreement in whole or in part, including termination specific to location, by giving the CONTRACTOR written notice at least thirty (30) days prior to effective date of termination. Upon receipt of termination from CITY, CONTRACTOR 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 CONTRACTOR for the payment of any obligation to the extent such responsibility has not been excused by breach or default of the Contractor.

Upon termination, CONTRACTOR shall invoice CITY for all amounts not previously billed and due to CONTRACTOR at that time. CONTRACTOR shall not be entitled to any additional fees nor expenses for any work commenced or expenses incurred after the notice of termination was received by CONTRACTOR, unless specifically approved or requested by CITY. No amount shall be allowed for anticipated profit on unperformed services or other work. CONTRACTOR shall however, be entitled to payment for services commenced and approved by CITY prior to receipt of notice, or with the expressed written consent of CITY, prior to the effective date of termination.

11. **INDEMNIFICATION.** To the extent permitted by law, CONTRACTOR hereby releases and waives all claims against 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 CITY or any other person. Nothing in the agreement shall be construed as a waiver of 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. **NON - DISCRIMINATION.** CONTRACTOR agrees not to discriminate against any citizen, employee or employment applicant on the basis of race, color, religion, national origin, ancestry, sex, marital status or age in the performance of the obligations of this Agreement. Violation of this provision shall be treated as a breach of this Agreement.
13. **NONASSIGNMENT.** CONTRACTOR shall not, without receiving prior consent of CITY, assign this Agreement or any portion hereof. This Agreement is hereby deemed to be of a personal service contract nature, thus, subcontracting any portion of this Agreement is prohibited. Any unauthorized assignment shall be void and shall terminate the Agreement at the CITY's option. CONTRACTOR's interest in this Agreement is not assignable by operation of law.
14. **ACCESS TO RECORDS I AUDIT.** CONTRACTOR shall maintain books, records, documents, time and costs accounts and other evidence directly related to its performance of services and supply of materials under this Agreement. All-time records and cost data shall be maintained in accordance with generally accepted accounting principles. CONTRACTOR shall also maintain the financial information and data necessary to determine overhead rates in accordance with the requirements of Federal and State regulatory agencies and this Agreement. CITY, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents, and other evidence for inspection, audit and copying. Copying of CONTRACTOR's books, records, documents, time records and cost accounts, and other evidence shall be at CITY's expense.
The CONTRACTOR shall maintain and allow access to the records for a period of three (3) years after the completion of the services provided under this Agreement and date of final payment for said services. or date of termination of this Agreement.
15. **E-VERIFY.** In compliance with Section 448.095, Fla. Stat., CONTRACTOR and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.
- a CONTRACTOR shall require each of its subcontractors to provide CONTRACTOR with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.
 - b CITY, CONTRACTOR, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
 - c CITY, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but CONTRACTOR otherwise complied, shall promptly notify CONTRACTOR and CONTRACTOR shall immediately terminate the contract with the subcontractor.

- d Termination of this Agreement under the provisions of this section is not a breach of contract and may not be considered such. Any Agreement termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. CONTRACTOR acknowledges that upon termination of this Agreement by the City for a violation of this section by CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year. CONTRACTOR further acknowledges that CONTRACTOR is liable for any additional costs incurred by the CITY as a result of termination of any contract for a violation of this section.
- e *Subcontracts.* CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

16. **PUBLIC RECORDS.** CONTRACTOR acknowledges CITY's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release

public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, CONTRACTOR shall keep and maintain public records required by the CITY to perform the service.

If CONTRACTOR has questions regarding the application of Chapter 119, Florida Statutes, to CONTRACTOR's duty to provide public records relating to this Agreement, contact the Custodian of Public Records at 407-518-2308, cityclerkemail@kissimmee.gov and 101 Church Street, Kissimmee, Florida 34741.

- a. If CITY's Custodian of Records requests records from CONTRACTOR, CONTRACTOR shall provide the City's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost charged by CITY, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- b. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the agreement if the CONTRACTOR does not transfer the records to CITY.
- c. Upon completion of the contract, CONTRACTOR shall transfer, at no cost, to CITY all public records in possession of CONTRACTOR or keep and maintain public records required by CITY to perform the service. If CONTRACTOR transfers all public records to CITY upon completion of the Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of CITY. Unless otherwise directed by CITY, all records will be transferred at the conclusion of the Agreement.

- d. Upon notice to CONTRACTOR of a request to inspect or copy public records relating to CITY's agreement for services, CONTRACTOR shall provide the records to CITY or allow the records to be inspected or copied within a reasonable time.
 - e. If CONTRACTOR does not comply with CITY's request for records, such failure shall constitute a material breach and the Agreement shall terminate upon notice by the CITY.
 - f. If the CONTRACTOR fails to provide the public records to CITY within a reasonable time may be subject to penalties under Florida Statutes §119.1
17. **APPLICABLE LAWS.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Florida.
18. **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 or interpret this Agreement.
19. **WAIVER.** No failure of CITY to insist upon strict performance in any one or more terms of this Agreement, nor any failure of 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.
20. **NOTICES.** All notices and demands shall be sent via U.S. Certified Mail, return receipt

As to CONTRACTOR:

Advanced Roofing, Inc.
Attn: Jason Carruth
200 Northstar Ct.
Sanford, FL 32771

As to CITY:

CITY OF KISSIMMEE
Public Works & Engineering Dept.
Attn: Hany George
104 N. Alaska Avenue
Kissimmee, FL 34741

21. **ENTIRETY OF AGREEMENT.** This Agreement, including any attachments and exhibits referred to herein 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.
22. **MODIFICATIONS.** Any modifications or additional obligations assumed by either Party in connection with this Agreement shall be binding only if evidenced in writing and signed by each Party or an authorized representative of each Party.
23. **BINDING.** This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns as permitted by this Agreement.

24. **SEVERABILITY.** In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.
23. **ATTACHMENTS.** The Attachments listed hereto are incorporated by reference and will be binding on the Parties. In the event of any inconsistency between the Attachments, the provision of this Agreement will govern and control.

(Signature page to follow)

IN WITNESS WHEREOF, the Parties hereto have through their duly authorized representatives, approved and executed this Agreement as of the date set forth below:

CONTRACTOR

By: [Signature]

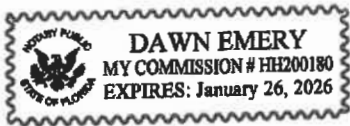
Title: VICE PRESIDENT

Date: 1/26/2021

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 26th day of January, 2022, by means of ☐ physical presence or ☐ online notarization, by Jason Caruth as VP for Advanced Roofing, a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:



Notary: Dawn Emery

Print Name: Dawn Emery

My Commission Expires: 1-26-26

CITY OF KISSIMMEE

By: Olga Gonzalez

Olga Gonzalez, Mayor-Commissioner

Date: March 1, 2022

ATTEST:

[Signature]
Linda Hansell, City Clerk

Approved as to form a legal sufficient v:

[Signature]
City Attorney

ITEM 7.L

City Attorney Employment Contract

Request

Approval of the employment agreement between the City of Kissimmee and Kalanit Oded to serve as City Attorney.

Explanation

At the February 17, 2026, City Commission Meeting, the City Commission voted to appoint Deputy City Attorney Kalanit Oded as Interim City Attorney while the Commission continues its consideration of a permanent appointment to the position.

The attached employment contract formalizes Kalanit Oded's appointment as Interim City Attorney, effective immediately, and continuing through April 1, 2027, unless extended by mutual agreement of the City Commission and Ms. Oded. The proposed contract provides for the same leave, pension, and benefits afforded to the City's general employees. The proposed contract also provides that in the event the Commission terminates the agreement for convenience, Ms. Oded would be entitled to revert to her previous position as Deputy City Attorney.

Recommendation

Approval of the employment agreement between the City of Kissimmee and Kalanit Oded to serve as City Attorney.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Manager

Presenter:

Attachment(s):

1. (S) 3.17.2026 Interim City Attorney Employment Agreement (FINAL.KO)

EMPLOYMENT AGREEMENT
INTERIM CITY ATTORNEY

THIS EMPLOYMENT AGREEMENT is made and entered into this February 17, 2026 (the "Effective Date"), by and between the CITY OF KISSIMMEE, a Florida municipal corporation (hereinafter referred to as "the City"), whose address is 101 Church Street, Kissimmee, FL 34741, and Kalanit Oded (hereinafter referred to as "the City Attorney.")

WITNESSETH:

WHEREAS, the City Commission has determined to offer Kalanit Oded the position of Interim City Attorney while City Commission continues its consideration for a permanent City Attorney; and

WHEREAS, Kalanit Oded has determined to accept said offer and to serve the City as Interim City Attorney during the effective term of this Agreement; and

WHEREAS, the parties have negotiated the terms of said employment which are set forth in this Employment Agreement; and

WHEREAS, for purposes of this Employment Agreement, and where the context is appropriate, the phrase City Attorney shall mean Interim City Attorney.

NOW, THEREFORE, in consideration of the mutual covenants, premises, and promises set forth herein, the sufficiency all of which is acknowledged, the City and the Interim City Attorney, desiring to be legally bound, do agree as follows:

1. Employment:

- a. Commencing on the Effective Date of this agreement, the City hereby employs Kalanit Oded as Interim City Attorney to perform the functions and duties: a) as specified in the Kissimmee City Charter, Article II, Chapter 5; Kissimmee Code of Ordinances, Chapter 2, Art. IV, Div. 3, § 2-247-276, all as the same may be amended from time to time; b) as specified by Ordinance or in the City Code, all as the same may be adopted or amended from time to time; c) as included in the City's official job description for the position of City Attorney as approved by the City Commission; and (d) as may be directed by the City Commission from time to time. Kalanit Oded hereby accepts and agrees to diligently perform the duties set forth in this Section 1.
- b. This Agreement, unless terminated as hereinafter provided, shall commence and remain in effect for a term as described below at which time this Agreement shall expire, unless the terms hereof may be modified by mutual consent and/or extended by agreement of both parties hereto. The term of employment specified in this Agreement will commence immediately upon the Effective Date and shall continue through April 1, 2027, unless extended by mutual agreement of the parties, or terminated prior thereto pursuant to this Agreement.
- c. The Parties agree that, unless terminated for cause as described in Section 3 below, upon the expiration or prior termination of this Agreement Kalanit Oded shall revert to the full-time Deputy City Attorney position with all status, privileges, and benefits afforded for continuous employment based on the original hire date of November 24,

2019, including any merit, cost of living, or other compensation and benefits approved by City Commission effective October 1, 2026, and earned and accrued (but unused) holiday leave, annual leave and/or sick leave, all as authorized by the City Personnel Rules & Regulations Policies & Procedures.

2. Terms and Conditions of Employment:

- a. It is agreed that this Agreement shall be subject to all provisions of the City Charter and City Code, all as the same may be amended from time to time.
- b. The City and the City Attorney agree that the City Attorney is a full-time professional, managerial employee. In consideration of 29 CFR 541.102, the City Attorney agrees that she is properly classified as "exempt" for purposes of the requirements of the Fair Labor Standards Act. "Full-time" as used in this Agreement refers to a minimum of 40 hours/week.
- c. The City Attorney agrees to devote her full working time (e.g. - Monday through Friday) to her work and duties as City Attorney and to attend all City Commission meetings. In the event that the City Attorney is unable to attend a City Commission meeting, the Deputy or Assistant City Attorney will be appointed and attend in her place.
- d. The City Commission acknowledges that the City Attorney is serving in a professional and exempt position. As such, the City Attorney may have City work-related duties off-site, at locations other than City Hall. The City Attorney will be present in the event of emergencies, (events including but not limited to major weather events such as a hurricane or tropical storm event), and when the position or conditions require her attendance to duties within the City.
- e. Kalanit Oded agrees to perform all duties and functions of City Attorney, as set forth in Section 1. of this Agreement, in a competent, professional, efficient and effective manner. The City Commission shall be the sole judge of whether the City Attorney performs and has performed such duties and functions in a competent, professional, efficient and effective manner as required herein.

3. Termination:

- a. Termination by City Attorney: This Agreement may be terminated by the City Attorney by the giving of notice, in writing, to the City Commission at least sixty (60) days prior to the effective date of intended termination. No severance compensation, other than benefits due pursuant to Sections 4 and 5 of this Agreement, from the City to the City Attorney will be due or paid to the City Attorney in the event that the City Attorney terminates the Agreement, unless mutually agreed to between the City Attorney and the Commission.
- b. Termination by Commission for Convenience: The City Commission may terminate this Agreement for any reason for its convenience, without prior notice, and without cause by providing written notice to the City Attorney. Termination for convenience shall include City Commission successfully appointing and hiring a successor City Attorney prior to the expiration of this Agreement. Upon termination for convenience by the City, no severance compensation, other than benefits due pursuant to Sections 4

and 5 of this Agreement, from the City to the City Attorney will be due or paid to the City Attorney unless mutually agreed to between the City Attorney and the Commission, and the parties agree that Kalanit Oded shall be entitled to revert to the Deputy City Attorney position as described in Section 1.c. of this Agreement.

- c. Termination by Commission for Cause: This Agreement may be terminated by the City, solely by action of its City Commission, at any time for cause. The term "cause" as set forth in this Section 2. will be defined from time to time under Florida statutory law and case law, and the term "for cause" will include any of the following:

- (1) Malfeasance;
- (2) Misfeasance;
- (3) Neglect of duty; or

(4) As required by Section 215.425(4)(a)2., Florida Statutes, "misconduct," irrespective of whether the misconduct occurs at the workplace or during working hours. "Misconduct" is defined as the events described in Section 443.036(29), Florida Statutes, which events may not be construed *in pari materia* with each other.

As provided by Section 215.425(4)(a)2., Florida Statutes, in the event of termination for cause, the City Attorney will receive no severance, dismissal or termination compensation or other benefits other than payment for earned and accrued (but unused) holiday leave, annual leave and/or sick leave, all as authorized by the City Personnel Rules & Regulations Policies & Procedures in effect at the time of the City Attorney's termination for cause.

- d. Permanent Disability. If City Attorney is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of thirty (30) days beyond any accrued sick leave and annual leave, the City Commission has the option to terminate this Agreement in the manner provided in Section 3.b. above.
- e. Suspension. The City Commission may suspend the City Attorney with or without full or partial pay and/or benefits at any time during the term of this Agreement, but only if:

(i) a majority (three (3) members) of the City Commission and the City Attorney agree; or

(ii) after a public hearing a majority (three (3) members) of the Commission votes to suspend the City Attorney, for cause; provided, however, that the City Attorney will have been given written notice setting forth any charges at least five (5) days prior to such hearing by the Commission member bringing such charges. "Cause" as used herein is defined as set forth in Section 3.c. above and also includes but not be limited to an inability to perform the duties, responsibilities, and functions of the office of City Attorney; arrest for a felony or for a misdemeanor related to the duties of office of City Attorney; or indictment or the filing of an information against the City Attorney for the commission of a federal felony or misdemeanor or state felony or misdemeanor related to the duties of office of City Attorney.

The suspension of the City Attorney creates a temporary vacancy in the office of City Attorney during the suspension. Any temporary vacancy in office created by suspension of the City Attorney under the provisions of this section shall be filled by a Deputy or Assistant City Attorney, or other individual appointed by the City Commission as a temporary or other appointment to the office of City Attorney for the period of the suspension. Such appointment shall be made in the same manner and by the same authority by which a permanent vacancy in such office is filled.

The City Attorney, upon suspension from the office of City Attorney under this section, will not perform any official act, duty, or function, as City Attorney, during her suspension; receive any pay or allowance during her suspension if suspended without pay; or be entitled to any of the emoluments or privileges of her office during the suspension.

If the City Attorney is convicted of any of the charges contained in an indictment or information by reason of which she was suspended under the provisions of this section, the City Commission has the authority to immediately remove the City Attorney from office as City Attorney. For the purposes of this section, any person who pleads guilty or *nolo contendere* or who is found guilty shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

If the City Attorney is acquitted or found not guilty or is otherwise cleared of the charges which were the basis of the arrest, indictment, or information by reason of which she was suspended under the provisions of this section, then the City Commission shall forthwith revoke the suspension and restore the City Attorney to office; and the City Attorney, if suspended without pay and benefits, will be entitled to and be paid full back pay and such other emoluments or allowances to which she would have been entitled for the full period of time of the suspension. If, during the suspension, the employment and appointment of the City Attorney is terminated as provided herein, such back pay, emoluments, or allowances shall only be paid for the duration of the time during which the City Attorney was suspended under the provisions of this section, until her employment was terminated, and she will not be reinstated once terminated, unless the City Commission agrees otherwise.

- f. Any directive of the City Commission to the City Attorney which, if carried out by the City Attorney, would in the opinion of the Attorney General or State Attorney for Osceola County (as to criminal statutes, Government-in-the-Sunshine Law or Public Records Law), Florida Commission on Ethics (as to the Florida Code of Ethics), or the City Attorney (as to the City Charter) constitute a violation of any Florida or Federal criminal statutes, the City or State ethics codes, the Florida Government-in-the-Sunshine Law, Public Records Law, or the City Charter, will not constitute a basis for termination or suspension for "cause" as set forth in this Section 3.

4. Compensation:

- a. Salary: Upon the Effective Date of this Agreement, the rate of compensation to be paid by the City to the City Attorney will be \$224,536.00 *per annum* gross pay and \$6,000 *per annum* car allowance. Said compensation is payable in equal installments every two weeks. If the City's pay schedule changes from time to time for other full-time, regular non-union employees, the City may alter the foregoing pay schedule; provided that the annual rate of compensation is not reduced without the consent of the City Attorney.
- b. Merit or Cost of Living Increases: As a contractual employee and as further consideration for this agreement, the City Attorney is eligible for bonus (as provided in Section 215.425, Florida Statutes), merit and/or cost of living increases, all within the discretion of the City Commission from time to time. Any non-merit related pay adjustments, such as cost-of-living adjustments, given to all full-time, regular employees or to all non-union, regular full-time employees, will also be given to the City Attorney.

Performance evaluations will be made based upon goals, performance responsibilities and standards for the City Attorney which are appropriate for the proper and professional operation of the City government and in the attainment of the City Commission's policy objectives. The goals, performance responsibilities and standards may be derived and revised annually at the option of the City Commission. The goals, performance responsibilities and standards will be jointly prepared by the City Commission and the City Attorney. Any goals, performance responsibilities and standards will be prioritized, reduced to writing, and attainable within the time limitations specified and within the constraints of the annual operating and capital appropriations budget provided. The City Attorney's performance evaluation will be conducted at least annually in an effort to provide the City Attorney with a written evaluation in order to provide feedback or constructive criticism of the City Attorney's performance.

5. Benefits:

The City Commission recognizes the City Attorney as a long-time professional who began employment with the City on November 24, 2019, and earns certain benefits as an employee of the City since 2019. The City Attorney shall receive the following benefits:

- a. Holiday compensation pursuant to any City personnel, rules, regulations, policies and procedures, as may be amended from time to time, with the approval of the City Commission.
- b. Administrative and Additional Holiday Leave. The City Attorney will retain her earned administrative and additional leave that is unused as of the Effective Date of this Agreement. Administrative and additional holiday leave will be computed and compensated pursuant to City's personnel rules, regulations, policies and procedures, as may be amended from time to time, and for future accrual of administrative and additional holiday leave time, the City Attorney will be scored as an employee hired November 24, 2019.

- c. Annual Vacation Leave. The City Attorney will retain her earned vacation leave that is unused as of the Effective Date of this Agreement. Annual vacation leave will be computed and compensated pursuant to City's personnel rules, regulations, policies and procedures, as may be amended from time to time, and for future accrual of annual vacation leave time, the City Attorney will be scored as an employee hired November 24, 2019.
- d. Sick Leave. The City Attorney will retain her awarded sick leave that is unused as of the Effective Date of this Agreement. Sick leave will be computed and compensated pursuant to City's personnel rules, regulations, policies and procedures, as may be amended from time to time, and for future accrual of annual sick leave time, the City Attorney will be scored as an employee hired November 24, 2019.
- e. Special leaves (*e.g.* – bereavement, civil (jury) leave, injury leave, military leave, training leave, or family/medical leave) pursuant to City's personnel rules, regulations, policies and procedures, as may be amended from time to time, and with the approval of the City Commission, as may be necessary.
- f. Health insurance coverage. The City Attorney will have health insurance coverage for herself and her immediate family members to the same extent and under the same conditions as provided from time to time to all other full-time, regular, non-union City employees. The definition of "immediate family" as used in the foregoing sentence will be defined in the same manner and to the same extent as that term applies to other regular, full-time, non-union City employees. If the City Attorney opts to have health insurance coverage for her immediate family, the City Attorney will be required to pay the applicable premium or portion of the applicable premium for such coverage to the same extent as other full-time, regular, non-union City employees are charged.
- g. Dental Insurance. The City Attorney will have dental insurance coverage for herself and her immediate family members to the same extent and under the same conditions as provided from time to time to all other full-time, regular, non-union City employees. The definition of "immediate family" as used in the foregoing sentence will be defined in the same manner and to the same extent as that term applies to other regular, full-time, non-union City employees. Dental insurance coverage is not currently an included benefit but may be purchased to the extent available to other full-time, regular, non-union City employees.
- h. Life Insurance. The City Attorney for herself will have life insurance coverage for herself to the same extent and under the same conditions as provided from time to time to all other full-time, regular, non-union City employees.
- i. Unemployment compensation and workers' compensation, to the extent paid as provided to all other full-time, regular, non-union City employees.
- j. Retirement. The City will provide retirement benefits to the City Attorney in the form of participation in the City of Kissimmee Employees' Retirement Plan ("Pension Plan"). The City will pay from time to time the required employer's contribution as provided by law, and the City Attorney will pay whatever employee contribution is

required by the Pension Plan from time to time. Said payment may at the option of the City or the Pension Plan be made as a deduction from the City Attorney's paycheck.

- k. Automobile. The City Attorney will receive a monthly automobile allowance of \$500.00 per month to compensate for City business travel within Osceola County. As an alternative, the City Attorney will be entitled to exclusive use of an automobile on terms and conditions to be agreed to by the City and the City Attorney.
- l. Travel. The City Attorney will receive travel compensation from time to time for authorized travel on City business outside of Osceola County or overnight outside of Osceola County in the same manner as provided to other full-time, regular, non-union City employees.
- m. Administrative, Additional Holiday, Vacation and Sick Leave: The City Attorney will retain her earned administrative, additional holiday, vacation and sick leave time that is unused as of the Effective Date of this Agreement.
- n. Bonding. Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.
- o. Reductions of compensation or other benefits. Except as otherwise provided herein, the City will not reduce the City Attorney's amounts of annual administrative, additional holiday, holiday, vacation, and sick leave, all as set forth herein, during the term of this Agreement without the consent of the City Attorney. However, with the exception of annual leave and annual compensation, this provision will not prohibit the City Commission from adjusting benefit amounts or types of benefits granted to the City Attorney to the extent that such a reduction occurs for the bulk of other regular, full-time, non-union City employees.
- p. Income Tax, Social Security, Medicare, Retirement or other deductions. To the extent that any benefits or salary are subject to deduction under applicable law, as determined by the City, State of Florida, or U.S. Government, the City Attorney is advised that she is responsible for, and she agrees by signing this Agreement that the City may deduct from any compensation or other payment made by the City to the City Attorney for payment of income tax, social security, Medicare, retirement or other deductions.

6. Professional Organizations/Seminars:

- a. The City agrees to pay the following annual dues and admission fees related to professional qualifications as a city attorney: the Florida Bar membership and section memberships as selected by the City Attorney; the federal bar for practice before the U.S. Court of Appeals for the Eleventh Circuit and the U.S. District Court for the Middle District of Florida; Osceola County Bar Association; and Florida Municipal Attorneys Association. The City agrees to pay fees and reasonable and customary travel expenses for the City Attorney's travel and attendance at the Florida Municipal Attorneys Association annual conference, the Florida Bar's Local Government conference and as needed to attend seminars for continuing legal education as required to maintain membership in the Florida Bar.
- b. The City Attorney may at City expense attend meetings of the organizations whose functions are related to the public interest of the City; provided, always, that funds are

available in the appropriate line item account in the City budget. In addition to the dues and expenses set forth in Section 6.a., the City Attorney may at City expense join professional organizations whose functions are related to the public interest of the City; provided, always, that funds are available in the appropriate line item account in the City budget. Examples of organizations referenced herein might include: the International Municipal Lawyers Association ("IMLA"), the Florida Municipal Attorneys Association ("FMAA"), the American Bar Association, and the Florida League of Cities, Inc. Compensation by the City for expenses for attendance at meetings of these organizations, seminars, conferences, and professional dues are subject to funds being available in the City budget, except to the extent set forth in section 5.a. above.

- c. Direct payments may be made to third parties in advance for conferences, seminars, and similar events by the City, provided that City funding in the budget is available. Payments made under this Section 6 by the City Attorney will be on a reimbursable basis; provided, that receipts and other sufficient documentation have been submitted to the City and demonstrate the cost of the item for which the expenditure was made and its relationship to the professional meeting attended or dues paid. Mileage, meals, hotel, and other expense reimbursement will be as set forth in promulgated City policies, as amended from time to time by the City Commission. In the event no City policy exists, Section 112.061, Florida Statutes, as amended from time to time, will apply.

7. Notices.

- a. Either party to this Agreement may give any notice hereunder to the other party by: i. manual delivery to the recipient at the address below; ii. mailing by certified first class U.S. mail, postage prepaid, return receipt requested, to the recipient at the recipient's address shown below, or iii. recognized national overnight courier to the recipient at the recipient's address shown below. Either party may unilaterally change its address by giving written notice thereof to the other party, but the change of address is not effective until the change notice is actually received by the other party. Notice given by certified U.S. mail, properly addressed and with postage fully prepaid, is deemed given when deposited in the United States mails within the continental United States if the notice is thereafter delivered in due course at the address to which properly sent. Notice given by nationally recognized overnight courier, properly addressed and with cost of delivery fully prepaid, is deemed given when deposited with the courier, if the notice is thereafter delivered in due course at the address to which properly sent. Notice given by manual delivery is deemed given only when actually received by the recipient. If the last day for giving any notice falls on a Saturday, Sunday, or post office holiday, the time is extended to the next day that is not a Saturday, Sunday, or post office holiday.
- b. Notices pursuant to this Agreement if given by mail, shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as set forth below. Notices pursuant to this agreement if given by overnight courier, shall be given by deposit in the custody of a nationally recognized overnight courier, cost prepaid,

addressed as set forth below. Notices pursuant to this agreement if given by hand delivery, must be given by delivery to the party's address as set forth below.

If to the City: Office of the Mayor
City of Kissimmee
101 Church Street
Kissimmee, FL 34741

With a copy to: City Clerk
City of Kissimmee
101 Church Street
Kissimmee, FL 34741

City Manager
City of Kissimmee
101 Church Street
Kissimmee, FL 34741

If to the City Attorney: Kalanit Oded
101 Church Street
Kissimmee, FL 34741

8. General Provisions.

- a. This Agreement will become effective upon its approval and execution by the last person signing. Unless and until actually signed by the Mayor, the City's approval of the Agreement may be revoked at any time by the City Commission.
- b. If any article or part thereof contained herein is held to be unconstitutional, invalid, or unenforceable, it will be deemed severable, and the remainder of this Agreement will not be affected and will remain in full force and effect. Notwithstanding the foregoing, Sections 3.c. d., e., and f., are meant to be a clear and specific waiver of constitutional, common law, and statutory rights, and are hereby declared to be material to the Agreement and non-severable.
- c. The foregoing sets out the full understanding of the parties, subsumes any and all oral understands or prior writings, and may not be changed except by further written agreement signed by all parties.
- d. The parties hereto mutually renounce any rights they may have hereunder or under any statute to collect attorneys' fees for any breach of this Agreement or any right hereunder.
- e. Death of City Attorney. In the event of the death of the City Attorney, the City's obligations hereunder will terminate except for the transfer of balances in the City Attorney's deferred compensation account (if any) to her designated beneficiary(ies), payment of all earned and accrued leave balances as enumerated in Section 4 herein, and payment of all life insurance proceeds to the City Attorney's designated beneficiary(ies).

- f. Indemnification. To the extent permitted by Section 111.07, Florida Statutes, and to the extent permitted based on common law rights as explicated by the Florida Supreme Court in Thornber v. City of Ft. Walton Beach, 568 So.2d 914 (Fla. 1990), the City will defend, hold harmless and indemnify the City Attorney against any claim, demand, action, cause of action or suit, whether groundless or otherwise, arising from any act, error or omission, alleged or real, which may occur within the scope of the City Attorney's services and employment pursuant to this Agreement and/or the performance of her duties as City Attorney. Legal representation of the City Attorney shall be provided by the City at City expense. However, any attorney's fees paid from public funds for the defense of the City Attorney when she is found to be personally liable by virtue of acting outside the scope of her employment, or as acting in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property, may be recovered by the City in a civil action against such officer, employee, or agent. If the City is asked to appoint legal counsel for defense of the City Attorney, the City Attorney shall not be entitled to her choice of legal counsel. If the City fails to provide an attorney, upon request of the City Attorney, to defend a civil action arising from a complaint for damages or injury suffered as a result of any act or omission of action of the City Attorney, the City will reimburse the City Attorney if she prevails in the action for court costs and reasonable attorney's fees. The City, or its insurers, may compromise and settle any such claim or suit and will pay the amount of any settlement or judgment rendered thereon.
- g. Jurisdiction and venue. The parties hereto waive the privilege of jurisdiction and venue and agree that any litigation involving this Agreement shall take place in the appropriate State Court, in and for Osceola County, Florida, or in the U.S. District Court for the Middle District of Florida, Orlando Division. This provision will survive the termination of the Agreement.
- h. Applicable Law. This Agreement shall be construed and administered in accordance with the laws of the State of Florida and any other applicable law.
- i. Interpretation. It is agreed that this Agreement has been mutually negotiated and written by all parties hereto. Consequently, this Agreement shall not be interpreted by a judicial or administrative forum more harshly against any one party as drafter of this Agreement.
- j. Provision of Other Benefits. The City Commission, in consultation with the City Attorney, will fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance, compensation, or benefits of the City Attorney; provided, such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Kissimmee Charter or Code of Ordinances, or any other provision of applicable federal or Florida law.
- k. Availability of New Benefits. In the event that a new fringe benefit is provided or made available to all other full-time, regular, non-union employees, at the request of the City Attorney, then such benefit shall be provided or made available, as the case may be, to the City Attorney to the same extent as that benefit applies to other regular, full-time, non-union City employees.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have made and executed this Agreement of the respective dates under each signature below, including the City of Kissimmee, Florida acting by and through its City Commission, signing by and through its Mayor, authorized to execute the same by Commission action on the ____ day of March 17, 2026.

As to the City:

As to the City Attorney:

CITY OF KISSIMMEE, a Florida
municipal corporation

By: _____
Jackie Espinosa
Mayor

Kalanit Oded

Date: _____, 2026

Date: _____, 2026

(CITY SEAL)

ATTEST:

Tameara Crespo
City Clerk

ITEM 8.A

Resolution Amending the Candidate Qualification Procedures for City Elections

Request

Approval of a resolution outlining the candidate qualification procedures and amending proof of residency documentation to be accepted for city elections.

Explanation

At the direction of the City Commission, staff is proposing amendments to the qualifying procedures for candidates seeking local office. The proposed updates include establishing a requirement that all candidates complete the city qualification process in person with the City Clerk, specifying acceptable forms of identification to ensure accurate verification of candidate identity, and expanding and clarifying the types of residency documentation that may be submitted during the qualifying period. These changes are intended to strengthen the integrity of the qualification process, provide clearer guidance to prospective candidates, and support consistent administrative review.

Pursuant to the City Charter, candidates must have been a resident of the City for twelve months immediately prior to registering for office. The City Commission is the sole judge of qualifications of individuals and is authorized to establish candidate qualifications by Resolution.

Recommendation

Approval of the proposed resolution to amend the candidate qualification procedures.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Manager

Presenter:

Attachment(s):

1. (S) Resolution Amending the Candidate Qualification Procedures for City Elections
2. Affidavit of City Residency to Qualify for Commission (2026)
3. Joint Candidate Affidavit of Domicile (2026)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KISSIMMEE, FLORIDA AMENDING THE CITY COMMISSION CANDIDATE QUALIFYING PROCEDURES, ADDING REQUIREMENT FOR CANDIDATE TO QUALIFY IN PERSON WITH PROOF OF IDENTIFICATION; MODIFYING PROVISIONS REGARDING PROOF OF RESIDENCY DOCUMENTATION; DEFINING RESIDENCY, QUALIFICATION PERIOD, AND THE TIME FRAME TO ESTABLISH RESIDENCE; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, City of Kissimmee Charter, Article II, Administration, Chapter 2, City Commissioners, Section 7, titled “Candidates to Announce and Qualify for Particular Office; Deadline for Qualification; Method of Qualifying; Majority Vote Required for Election; Conduct of Election; When Candidates Take Office.” Provides as follows:

Each candidate for the office of City Commission and Mayor-Commissioner shall announce and qualify specifically for the particular seat by number for which he is a candidate, as provided by ordinance. (A candidate shall qualify as set forth by resolution of the City Commission.) The candidate receiving the majority of the votes cast shall be elected to that office. Each election shall be conducted as are now and hereafter provided by law. A candidate receiving a majority of votes in the general election shall take office at the City Commission meeting following the formal certification of the election results. In the event that no candidate receives the majority of the votes cast at the election, then a runoff election, as provided in Article III, Chapter I, Section 1, shall be held with the two candidates receiving the highest number of votes. In the general election, the winning candidate may be sworn in and take office at the same City Commission meeting when the results are certified. A candidate shall qualify in accordance with Florida Statutes Sections 99.093 or as otherwise set forth by resolution of the City Commission.

WHEREAS, City of Kissimmee Charter Article II, Administration, Chapter 2, City Commissioners, Section 8, “Judge of Qualifications and Election of Members; Removal of Members” provides as follows:

Any qualified elector of the City, who shall have been a resident of the City for twelve (12) months immediately prior to

registering for the office. The City Commission shall be the sole Judge of Elections, Returns and Qualifications of it's own Members.

WHEREAS, the City Charter requires individuals who stand for election for the office of Commissioner or Mayor-Commissioner to physically reside within the City for a period of twelve (12) months prior to qualifying; and

WHEREAS, the City Commission is authorized by the City Charter to set the method for qualification as a candidate for City Commission; and

WHEREAS, since the City Commission is the sole judge of the qualification of a candidate for City Commission, the City Clerk may only administer and City Attorney's Office may only interpret the relevant rules set out in State Statute, the City's Charter and Code, and any valid Resolutions, and may not qualify any candidate; and

WHEREAS, in Resolution 06-2019, the City of Commission previously enacted rules for the method of qualification as a candidate for City Commission; and

WHEREAS, the City Commission seeks to amend the provisions of Resolution 06-2019 governing "Proof of Residency Documentation" to provide greater confidence that candidates for City Commission have been permanent residents of the City for twelve months prior to the date of qualification; and

WHEREAS, the City Commission seeks to enact new regulations requiring a candidate for Commission to submit proof of identification in person before the City Clerk to ensure the candidate's willingness to stand for office and to allow for verification of the candidate's identity; and

WHEREAS, the City Commission seeks to enact new regulations regarding the determination of candidate eligibility, the qualification period for candidacy, qualification with the supervisor of elections, and to better define residency and the time period for establishing residency; and

WHEREAS, the City Commission seeks to retain in substance the provisions of Resolution 06-2019 governing "Affidavits of Residency" and "Evidence of Disqualification;" and

NOW, THEREFORE, BE IT RESOLVED by the Board of City Commissioners of the City of Kissimmee, Florida, a Florida Municipal corporation, that:

Section 1. Recitals: The foregoing recitals are true, correct legislative findings incorporated by reference.

Section 2. Determination of Eligibility: The City Commission shall be the final authority in

determining whether a candidate has satisfied the qualification requirements for the office of City Commission or Mayor-Commissioner, including the sufficiency, credibility, and weight of any documentation submitted in support of residency or other eligibility requirements.

The City Clerk or their designee shall accept and review qualifying materials for completeness and administrative compliance with this Resolution; however, such review is ministerial in nature and does not constitute a determination of eligibility.

Section 3. Qualification Period: The candidate qualifying period for the office of City Commission and Mayor-Commissioner shall occur during the same dates and times as the candidate qualifying period established each year by the State of Florida for municipal elections.

In the event of a special election, the qualification period shall be established by resolution of the City Commission for that election. The opening and closing dates and times shall be published by the City Clerk.

Section 4. Supervisor of Elections Qualification: Any individual seeking to qualify for City Commission or Mayor-Commissioner must meet all qualification and filing requirements with the Osceola County Supervisor of Elections Office and provide a time-stamped qualification packet to the City Clerk or their designee prior to the close of the qualification period.

Section 5. In-Person Qualification: An individual seeking to qualify as a candidate for City Commission or Mayor-Commissioner must appear in person before the City Clerk or their designee to complete the City qualification process prior to the close of the qualification period, except individuals who are members of the uniformed services who, by reason of active duty or service are absent from the United States during the qualification period. A third party, including but not limited to a representative, family member, or campaign staff member, may not complete the qualification process on behalf of an individual seeking to qualify as a candidate unless the third party is completing the qualification process on behalf of an individual who is a member of the uniformed services and is absent from the United States by reason of active duty or service during the qualification period. An individual seeking to qualify as a candidate who fails to appear in person before the City Clerk or their designee to complete the qualification process prior to the close of the qualification period shall be deemed ineligible and shall not be included on the ballot, as determined by the City Commission.

Section 6. Proof of Identification: Before the deadline to qualify as a candidate for City Commission or Mayor-Commissioner, an individual seeking to qualify as a candidate must present a valid, unexpired, government-issued photo identification such as a Florida Driver's License, State Identification Card, or U.S. Passport to the City Clerk or their designee to verify the individual's identity.

Copies of government-issued identification will not be accepted except for individuals who are members of the uniformed services who, by reason of active duty or service are absent from the United States during the qualification period; the original document is required. Government-issued photo identification is used solely to confirm identity and does not establish residency. An individual who does not provide an original, valid, un-expired, government-issued identification to the City Clerk or their designee prior to the close of the qualification period shall be deemed ineligible and shall not be included on the ballot, as determined by the City Commission.

Section 7. Affidavit: At the time of submitting qualifying paperwork for City Commission, individuals seeking candidacy shall be required to sign an Affidavit of City Residency wherein the individual affirms, under oath, that their primary permanent, and full-time residence and domicile:

- a. Is within the City limits, and
- b. Has been continuously within the City limits for twelve (12) months immediately preceding the close of the qualification period.

Additionally, the affidavit shall require the individual to affirm their intent to maintain a primary and permanent residence and domicile within the City limits during the election and during their term of office should they be elected. The affidavit shall be accompanied by the proof of residency documentation described in Section 10. Individuals who fail to submit the affidavit and required proof of residency documentation to the City Clerk or their designee by the close of the qualification period shall be deemed ineligible and shall not be included on the ballot, as determined by the City Commission.

Section 8. Definition of City Residency: For the purpose of candidate qualification, “residency” means the candidate’s primary, permanent, and full-time residence and domicile within the City Limits of the City of Kissimmee. Residency requires the actual presence within the City and the intent to make such location the candidate’s fixed and principal home.

A person may only have one primary, permanent and full-time residence and domicile at a time. Ownership of property, a mailing address, or the maintenance of a secondary residence within the City, without actual primary domicile and intent to remain, shall not by itself establish residency.

In determining residency, the City Commission may consider the totality of the circumstances, including but not limited to the documentation submitted pursuant to this Resolution and any other evidence presented at a hearing before the Commission.

Section 9. Residency Timeframe Definition: For the purposes of determining eligibility, the required (12) month period of residency shall mean the twelve (12) consecutive

months immediately preceding the close of the candidate qualifying period. Documentation submitted to demonstrate residency must collectively establish continuous primary residence within the City Limits throughout the twelve-month period.

Section 10. Proof of Residency Documentation: An individual seeking to qualify as a candidate for City Commission or Mayor-Commissioner must prior to the close of the qualification period submit a minimum of three (3) documents listed in sections (a) through (h) demonstrating continuous primary, permanent, and full-time residence and domicile within the City Limits for at least twelve (12) consecutive months immediately preceding the close of the qualification period. Each document must be from a different category. Multiple documents from the same category shall count as only (1) document toward the minimum requirement.

Individuals unable to provide at least three (3) documents listed in sections (a) through (h) may submit a Joint Candidate Affidavit of Domicile and one (1) of the document types listed in section (i) prior to the close of the qualification period for consideration by the City Commission.

- a. A voter registration card identifying the individual seeking candidacy as residing within the City Limits for a period of no less than twelve months prior to date of qualification as a candidate; or
- b. Proof of homestead exemption for residential real property within the City Limits, which lists the individual the property's owner or co-owner; or
- c. Mortgage statements for the first and last month of the twelve (12) month period immediately preceding the close of the qualification period, property tax records, or a legal instrument of title showing ownership of residential real property within the City Limits for no less than twelve (12) months prior to qualifying; or
- d. A legal instrument for possession of residential real property, such as a lease, which shows the individual as an occupant or tenant of the real property, with the commencement of the lease being twelve months prior to qualification coupled with rental receipts for the first and last month of the twelve (12) month period immediately preceding the close of the qualification period; or
- e. Monthly water, electrical, natural gas, or home internet service bills showing the individual's name and a residential real property address within the City Limits for the first and last month of the twelve (12) month period immediately preceding the close of the qualification period; or
- f. Homeowners or Renter's Insurance Policy for a residential real property address within the City Limits listing the individual as a policyholder,

which was in effect for the full twelve (12) month period; or

- g. Proof of Vehicle Registration or a Vehicle Insurance Policy listing the individual as an owner or policyholder at a residential real property within the City Limits as the individual's mailing address which is effective for the full twelve (12) month period; or
- h. Public Assistance Records, including SNAP (Supplemental Nutrition Assistance Program), TANF, Medicaid, or Housing Assistance (Section 8) documentation listing the individual's name as recipient and a residential real property within the City Limits as the individual's mailing address for the first and last month of the twelve (12) month period immediately preceding the close of the qualification period; or
- i. Bank or credit card statements, employer payroll or tax records, medical billing or insurance Explanation of Benefits, Social Security Benefit Statement or annual benefit letter, or Internal Revenue Service (IRS) Tax Return Transcript/Account Transcript or IRS Notice of Address Confirmation or Change form listing the candidate's name and the domicile address for the first and last month of the twelve (12) month period immediately preceding the close of the qualification period.

Section 11. Disqualification: The City Commission may verify or direct staff to validate the authenticity of any documentation submitted with any outside agency and may conduct independent research with regard to an individual's residency status.

Candidates who fail to submit the minimum Proof of Residency Documentation listed in Section 10 to the City Clerk or their designee by the close of the qualification period shall be deemed ineligible and shall not be included on the ballot, as determined by the City Commission.

City Commissioners may consider evidence that refutes an individual's eligibility or affirmation of residency within the City Limits. Such evidence includes but is not limited to the following:

- a. Evidence of ownership of residential real property outside the City limits where a homestead tax exemption has been filed in the preceding year; or
- b. Evidence of the individual seeking candidacy voting in a precinct outside of the City Limits in any election within the twelve (12) months prior to qualification date; or
- c. Evidence that the address listed on the vehicle registration for the individual seeking candidacy is located outside the City Limits; or

- d. Evidence that the individual maintained a primary domicile or primary residence outside of the City during the required twelve-month period.

Section 12. Resolution 06-2019 is hereby repealed and replaced with this Resolution.

Section 13. This resolution shall take effect immediately upon its passage.

DONE AND RESOLVED this _____ day of _____, 2026.

CITY OF KISSIMMEE, FLORIDA

By: _____
Jackie Espinosa, Mayor-Commissioner

ATTEST:

By: _____
Tameara Crespo, City Clerk



AFFIDAVIT OF CITY RESIDENCY TO QUALIFY FOR CITY COMMISSION

I, _____ hereby affirm the following:

- a. I currently reside in, and maintain my primary, permanent, and full-time residence and domicile at _____ within the City of Kissimmee ("City") city limits.
- b. I have continuously maintained my primary, permanent, and full-time residence and domicile within the city limits for the twelve months immediately preceding the close of the qualification period.
- c. I intend to maintain my primary, permanent, and full-time residence and domicile within the city limits during the election and during my term of office should I be elected.
- d. Any other residential real property I may own, lease, or share outside the city limits was not, is not, and will not be my primary and permanent residence during the twelve months immediately preceding the close of the qualification period, now, during the election, and during my term of office should I be elected.

I understand that pursuant to the City Charter, a Commissioner shall immediately forfeit office if at any time during the term of office they lack any qualification for the office, including the requirement of maintaining permanent residence within the city limits.

I understand that I must provide documentation to the City proving my current residency and residency for the twelve months immediately preceding the close of the qualification period within the City and that the City may verify the authenticity of any such documentation with outside agencies and further research my qualifications. For example, proof of residency documentation may include but is not limited to a deed or lease of a residence within the City, utility bills, or a voter registration card and will be determined on a case-by-case basis.

I acknowledge that this affidavit is given pursuant to the Florida Statutes Section 104.011 and that any person who falsely swears or affirms any oath or affirmation in connection with or arising out of election or qualification for City Commission commits a felony of the third degree punishable as provided in §§775.082, 775.083, or 775.084, Fla. Stat.

FURTHER AFFIANT SAYETH NAUGHT.

Signature: _____

Print: _____

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____ who is ☐ personally known or ☐ produced the following identification: _____.

Seal:

Signature of Notary Public



JOINT CANDIDATE AFFIDAVIT OF DOMICILE

I, _____ the current homeowner, property owner, or head of household for the residence ("the Property") listed below do hereby swear or affirm the following:

Street Address

1. Candidate's Primary, Permanent, and Full-Time Domicile

_____ ("the Candidate") currently resides at the Property and/or has maintained continuous, uninterrupted residence at the Property for the following time period:

Start Date: _____

End Date (*if applicable*): _____

I further affirm that the Property constitutes the Candidate's primary, permanent, and full-time domicile, and that the Candidate maintains no other primary residence; and that the foregoing statements are true and correct.

2. Inability to Provide Ownership or Possessory Documentation

I affirm that the Candidate's name does not appear on a deed, title, legal instrument of ownership, lease agreement, or on any water, electric, natural gas or home internet service accounts for the Property for the full twelve (12) months immediately preceding the end of the qualification period.

3. Penalty

I understand that the above information will be used in determining the Candidate's eligibility for public office. I swear or affirm that the statements herein are true, complete, and accurate. Any person who falsely swears or affirms any oath or affirmation in connection with or arising out of election or qualification for City Commission commits a felony of the third degree punishable as provided in §§775.082, 775.083, or 775.084, Fla. Stat.

FURTHER AFFIANT SAYETH NAUGHT.

Signature of Affiant: _____

Print: _____

STATE OF FLORIDA
COUNTY OF OSCEOLA

The forgoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20_____, by _____ who is ☐ personally known or ☐ produced the following identification: _____.

Seal:

Signature of Notary Public

CANDIDATE AFFIRMATION

I, _____ ("the Candidate"), hereby affirm that:

1. **Primary, Permanent and Full-Time Domicile.** The Property identified in the foregoing Affidavit constitutes my primary, permanent, and full-time domicile, and I maintain no other primary domicile.
2. **Continuous Residency.** I resided continuously and uninterrupted at the Property in the period stated in the foregoing Affidavit.
3. **Absence of Ownership or Possessory Documentation.** My name does not appear on a deed, title, legal instrument of ownership, lease agreement, or on any water, electrical, natural gas or home internet service accounts for the Property in the period stated in the foregoing Affidavit.
4. **Penalty.** I understand that the above information will be used in determining my eligibility for public office. I swear or affirm that the statements herein are true, complete, and accurate. Any person who falsely swears or affirms any oath or affirmation in connection with or arising out of election or qualification for City Commission commits a felony of the third degree punishable as provided in §§775.082, 775.083, or 775.084, Fla. Stat.

FURTHER AFFIANT SAYETH NAUGHT.

Signature of Candidate: _____

Print: _____

STATE OF FLORIDA
COUNTY OF OSCEOLA

The forgoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20_____, by _____

_____ who is ☐ personally known or ☐ produced the following
identification: _____.

Seal:

Signature of Notary Public