



**COMMISSION AGENDA  
SESSION OF THE CITY COMMISSION TO BE HELD AT THE  
CITY OF KISSIMMEE  
CITY HALL, COMMISSION CHAMBERS  
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054  
TUESDAY, JANUARY 18, 2022  
6:00 PM**

**1. MEETING CALLED TO ORDER**

“As a courtesy to others, please silence all electronic devices during the meeting.”

“Citizens desiring to speak under Hear Audience shall submit a request form for the City Clerk prior to the meeting. Forms are available at the door or from the City Clerk.”

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

**3. PROCLAMATIONS AND SPECIAL PRESENTATIONS**

**3.A EMPLOYEE OF THE MONTH FOR JANUARY**

That the City Commission join the City Manager in recognizing Anthony Kelber, Public Works & Engineering, as January's Employee of the Month.

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

None.

**5. PUBLIC HEARINGS**

None.

**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 HANDLING OF ROUTINE MISCELLANEOUS BUSINESS OF THE CITY COMMISSION. THE CITY COMMISSION IN ONE MOTION MAY ADOPT THE ENTIRE AGENDA. THE MOTION FOR ADOPTION IS NON-DEBATABLE AND MUST RECEIVE UNANIMOUS APPROVAL. BY REQUEST OF ANY INDIVIDUAL MEMBER, ANY ITEM MAY BE REMOVED FROM THE CONSENT AGENDA AND PLACED UPON THE REGULAR AGENDA FOR DEBATE.**

### **7.A COMMISSION MINUTES APPROVAL**

Request Commission approval of the December 7, 2021 and December 21, 2021 Commission Minutes.

### **7.B AWARD OF BID (RFQ2021-001) FOR CITYWIDE MULTIPLE MECHANICAL, ELECTRICAL, AND PLUMBING CONTINUING SERVICES**

Approval to award continuing services for Citywide mechanical, electrical, and plumbing services to the top five (5) contractors that provided a responsive bid to the request for qualifications.

### **7.C RESCUE UNIT 112 RE-CHASSIS 2022**

Approval to purchase a Freightliner M2 106 Chassis through Excellance, Inc. for the re-chassis and refurbishment of FD117 (Rescue 112) as well as approval to transfer \$15,000 from the Fire Department's Vehicle Maintenance account to Sales Tax Fund project ST2206 to cover cost increases.

### **7.D PURCHASE OF SIX (6) EXHAUST PROTECTION SYSTEMS**

Approval to purchase six (6) No Smoke Direct Source Capture Exhaust Protection Systems from Ward Diesel Filter Systems.

### **7.E TRADE-IN OF 14 HIGH PRESSURE AIR LIFT BAGS FOR CREDIT TOWARDS NEW AIR LIFT BAGS**

Approval to trade in 14 high pressure air lift bags to Team Equipment, Inc. These bags will be expiring shortly and will no longer be usable by the Department. In exchange, we will receive an additional 5% discount on the purchase of new air lift bags.



**7.F CONSENT TO SUB-LEASE BETWEEN SANDPIPER FLORIDA REAL ESTATE HOLDINGS, LLC AND VERIJET, INC.**

Request City Commission approval of Consent to Sub-Lease between Sandpiper Florida Real Estate Holdings, LLC and VeriJet, Inc.

**7.G TRANSFER FUNDS FROM RESERVES FOR CARDIAC MONITOR PROJECT**

The Fire Department is requesting \$121,125 be transferred from Reserves to Project FD2243 to make the first payment for 12 Cardiac Monitors which have already been received and are currently in use.

**7.H PURCHASE OF FULLY AUTOMATED GARBAGE TRUCKS FOR RESIDENTIAL SERVICES**

Approval to purchase three (3) fully automated garbage trucks from Kenworth of Central Florida for residential services.

**7.I RECLASSIFICATION OF POSITION TO DEPUTY CITY CLERK**

Request Commission approval to reclassify a Records Specialist to Deputy City Clerk

**7.J INTERLOCAL WITH OSCEOLA COUNTY FOR OPIOID LITIGATION SETTLEMENT FUNDING**

Approval of Interlocal Agreement in concept with Osceola County for Opioid Litigation Settlement Funding participation, authorizing the City Manager, or his designee, to execute the Interlocal Agreement, once finalized, and any documentation that may be necessary for the City to receive funding which may become available from the County, and approval for staff to allocate such funding for programs that are enumerated as approved uses for the funding in the Interlocal Agreement and MOU.

**8. DISCUSSION ITEMS****8.A ADVISORY BOARD APPOINTMENT - VACANCY ON THE PARKS & RECREATION ADVISORY BOARD**

The Commission is requested to appoint a replacement to fill the vacancy on the Parks and Recreation Advisory Board due to the resignation of Hendrith Smith. The term for this vacancy is due to expire May 31, 2023.

**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 STATUTE 286.26, PERSONS NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE OFFICE OF THE CITY CLERK, 101 CHURCH STREET, KISSIMMEE, FL 34741, (407) 518-2309.**

**ITEM 3.A**  
**EMPLOYEE OF THE MONTH FOR JANUARY**

**Request**

That the City Commission join the City Manager in recognizing Anthony Kelber, Public Works & Engineering, as January's Employee of the Month.

**Explanation**

It is an honor for the City of Kissimmee to announce the Employee of the Month for January is Anthony "Tony" Kelber. Tony has progressed through the ranks and is now our Senior Marking Technician for the Public Works department. He has worked for the City for over 9 years.

Tony is very skilled at maintaining the City's proper signage. In addition to his sign maintenance and pavement marking duties, Tony has done every task associated with signage from designing, constructing, and installing them. He diligently takes every opportunity with his junior co-workers to teach them new skills and to share his knowledge; this has helped immensely during staff transitions and during the pressures on the Traffic Division during COVID times.

Tony's dedication is evident every day, and it is reflected in his skilled communication across all divisions that he interacts with. His cheerful and pleasant demeanor is noted by those who meet Tony, and his service is delivered in a timely and professional manner. For these, and all his qualities, the City is pleased to recognize Tony.

Department: Human Resources & Risk Management  
Presenter: Mike Steigerwald

**Attachment(s):**

None

**ITEM 7.A**  
**COMMISSION MINUTES APPROVAL**

**Request**

Request Commission approval of the December 7, 2021 and December 21, 2021 Commission Minutes.

**Explanation**

Minutes of the Commission meeting held on December 7, 2021 and December 21, 2021 are attached for approval.

**Recommendation**

Staff recommends Commission approval.

**REQUESTED CITY COMMISSION ACTION:**

Approve

Department: City Manager

Presenter: Mike Steigerwald

**Attachment(s):**

1. Commission Meeting Minutes - December 7 2021
2. Commission Meeting Minutes - December 21 2021



**MINUTES OF THE REGULAR SESSION OF THE CITY COMMISSION  
HELD TUESDAY, DECEMBER 7, 2021, AT 6:00 PM AT THE CITY OF  
KISSIMMEE, CITY HALL COMMISSION CHAMBERS LOCATED AT 101  
CHURCH STREET, KISSIMMEE, FLORIDA**

**1. MEETING CALLED TO ORDER**

**Members Present:** Mayor Olga Gonzalez, Commissioners Olga Castano, Felix Ortiz, Carlos Alvarez, III, Jim Fisher

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

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

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

After a Moment of Silence, Commissioner Fisher led the audience in the Pledge of Allegiance.

**3. PROCLAMATIONS AND SPECIAL PRESENTATIONS**

**3.A PRESENTATION TO MISS FLORIDA - ASHLEY CARINO**

Request that the City Commission present a plaque to Miss Ashley Carino in honor of her achievement in the Miss USA Pageant 2021.

City Manager Steigerwald introduced Miss Florida and asked the Commission to join her for the presentation of a plaque in honor of her accomplishment as 2nd Runner-up in the Miss USA Pageant held on November 29, 2021. Miss Carino will be the Grandmarshal for the Festival of Lights Parade on Saturday, December 11, 2021.

**3.B EMPLOYEE OF THE MONTH FOR DECEMBER**

The City Commission joins the City Manager in recognizing Carmen Cantres, Public Works & Engineering, as December's Employee of the Month.

City Manager Steigerwald introduced Carmen Cantres, December 2021 Employee of the Month, and reviewed her contributions to the City and contributing factors in her selection as the Employee of the Month. The selection of the Employee of the Month is made by a committee of peers, and there is no greater honor.

Mrs. Cantres thanked the City, her peers, and the Public Works Department. She also thanked her family and friends watching online.

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

##### **4.A PUBLIC HEARING – SECOND AND FINAL READING - COMPREHENSIVE PLAN TEXT AND MAP AMENDMENT, LARGE SCALE (MUFB TO INST & MFMDR) S. POINCIANA BLVD. K-8 SCHOOL; DRC#21-00051 - PROPOSED ORDINANCE #21-10**

**AN ORDINANCE SUPERSEDING ORDINANCE NO. 2771 KNOWN AS THE ORDINANCE ADOPTING THE COMPREHENSIVE DEVELOPMENT PLAN FOR THE CITY OF KISSIMMEE, FLORIDA, UNDER THE AUTHORITY OF FLORIDA STATUTE 163.3184; REMOVING POLICY 1.2.10.2 MIXED USE - FRANK BROWN RANCH (MU-FB); 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**

Approval of the Second and Final Reading of a land use text and map amendment to remove Future Land Use Element Policy 1.2.10.2 (Mixed Use - Frank Brown Ranch) from the Comprehensive Plan and change the Future Land Use Map designation of Mixed Use- Frank Brown Ranch (MU-FB) to Institutional and Multi-Family Medium Density Residential (INST & MF-MDR) on 128 acres of land.

City Attorney Sanchez de Fuentes read Ordinance # 3049 by title.

Brenda Ryan reviewed the request to replace the Frank Brown Ranch mixed-use land use destination at approximately 128-acres with the proposed new urban development. Staff worked with the applicant through the development review process and through the final design of the residential portion. Staff recommends approval after holding the public hearing.

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

Commissioner Fisher moved to adopt Ordinance # 3049 (Exhibit "A"). Commissioner Castano seconded the motion.

Upon roll call, the vote was as follows:

|                      |     |
|----------------------|-----|
| Commissioner Castano | AYE |
| Commissioner Ortiz   | AYE |
| Commissioner Alvarez | AYE |
| Commissioner Fisher  | AYE |
| Mayor Gonzalez       | AYE |

Motion carried 5 - 0.

**4.B PUBLIC HEARING - SECOND AND FINAL READING - COMPREHENSIVE PLAN TEXT AMENDMENTS: 2021 COMP PLAN AMENDMENTS; DRC#21-00097 - PROPOSED ORDINANCE # 21-13**

**AN ORDINANCE SUPERSEDING ORDINANCE NO. 2771 KNOWN AS THE ORDINANCE ADOPTING THE COMPREHENSIVE DEVELOPMENT PLAN FOR THE CITY OF KISSIMMEE, FLORIDA, UNDER THE AUTHORITY OF FLORIDA STATUTE 163.3184; AMENDING POLICY 1.2.4.2 AIRPORT EXPANSION LAND USE DESIGNATION TO ADD LOW INTENSITY COMMERCIAL USES; REMOVING POLICY 2.1.2.4; OBJECTIVE 2.1.4 ADA AND TRANSPORTATION DISADVANTAGE LANGUAGE UPDATE; ADDING POLICY 2.2.1.2 BACK INTO THE TRANSPORTATION ELEMENT; MINOR UPDATES TO LANGUAGE THROUGHOUT THE CAPITAL IMPROVEMENTS ELEMENT; UPDATING TABLES 8-2, 8-3, 8-4, 8-5 IN THE CAPITAL IMPROVEMENTS ELEMENT; CREATING AND ADDING A NEW PROPERTY RIGHTS ELEMENT; DIRECTING THE CITY MANAGER TO REPLACE 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**

Adoption of an ordinance amending the Future Land Use, Transportation, and Capital Improvements Elements and adding a Property Rights Element to the Comprehensive Plan.

City Attorney Sanchez de Fuentes read Ordinance # 3050 by title.

Planner Ashley Corneilson reviewed the second and final reading of the comprehensive text amendment for future land use. The City documentation was transmitted to the State and we received three comments that have been addressed. Staff recommends approval.

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

Commissioner Fisher moved to approve the Final Reading of Ordinance # 3050 (Exhibit "B"). Commissioner Castano seconded the motion.

Upon roll call, the vote was as follows:

|                      |     |
|----------------------|-----|
| Commissioner Ortiz   | AYE |
| Commissioner Alvarez | AYE |
| Commissioner Fisher  | AYE |
| Commissioner Castano | AYE |
| Mayor Gonzalez       | AYE |

Motion carried 5 - 0.

**4.C PUBLIC HEARING - SECOND AND FINAL READING - POLICE OFFICERS' RETIREMENT PLAN AMENDMENT: AMENDING SECTION 30-225 DROP PARTICIPATION PERIOD - PROPOSED ORDINANCE #21-14**

**AN ORDINANCE OF THE CITY OF KISSIMMEE, FLORIDA, AMENDING CHAPTER 30, PERSONNEL, ARTICLE III, EMPLOYEE RETIREMENT, DIVISION 4, POLICE OFFICERS' RETIREMENT PLAN, OF THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE; AMENDING SECTION 30-225, DEFERRED RETIREMENT OPTION PLAN (DROP); PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE**

Approval of the second and final reading of the proposed ordinance for the Police Retirement Plan.

City Attorney Sanchez de Fuentes read Ordinance # 3051 by title.

City Manager Steigerwald reviewed the proposed changes to the ordinance and referenced the the option removes the restriction requiring any member of the Police Pension Deferred Retirement Plan to declare within five (5) years of age 55. Staff recommends approval and adoption.

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

Commissioner Castano moved to adopt Ordinance # 3051 (Exhibit "C"). Commissioner Fisher seconded the motion.

Upon roll call, the vote was as follows:

|                      |     |
|----------------------|-----|
| Commissioner Alvarez | AYE |
| Commissioner Fisher  | AYE |
| Commissioner Castano | AYE |
| Commissioner Ortiz   | AYE |
| Mayor Gonzalez       | AYE |

Motion carried 5 - 0.

**5. PUBLIC HEARINGS**

**5.A PUBLIC HEARING - PROGRAM YEAR 2020-2021 CDBG CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)**

This public hearing for the approval of Program Year 2020-2021 CDBG Consolidated Annual Performance and Evaluation Report (CAPER) has been re-advertised for the December 21, 2021 Commission meeting.

Frances DeJesus, Development Services, stated this item has be re-advertised and will presented at the next Commission Meeting.



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

## **6. HEAR AUDIENCE**

Chris May, 5 W. Darlington, Kissimmee, 34741, thanked the City and KUA for lighting up downtown and expressed concerns about a smoke shop opening in the historic area. Mr. May asked the Commission to reconsider who they permit to do business downtown, as he feels a smoke shop does not compliment the Downtown business mix.

Jackie Espinosa, 120 Broadway, Kissimmee, 34741, would like to echo the concerns of Chris May and added additional concerns about the holiday decorations not being evenly distributed throughout Downtown. Ms. Espinosa commented on businesses with foot traffic having no decorations while areas with no traffic were decorated. When she questioned why, she was told simply there was no garland left. Ms. Espinosa expressed her opinion that the whole Broadway area has gone unnoticed for far too long. She asked the Commission to revisit the ordinances on what is allowable Downtown.

Logan and Lexi Rabe, 4955 Kyngs Heath Road, Kissimmee 34746, stated they are actors/ influencers and activists who would like to encourage the Commission to select an agency for the RFP 2021-007 who has a proven track record. They understand the Commission has many choices but they are in the meeting to advocate on behalf of the Salvation Army regarding the emergency shelter. The Rabe children highlighted the Salvation Army's accomplishments and the high rate of children and seniors living in homelessness. They requested the Commission make the decision to utilize the Salvation Army and not let another year pass.

Carlos Barros Villahermosa, 3001 Jolene Court, Kissimmee, 34744 spoke concerning his previous request to the Commission on traffic calming in the Mill Creek area. Nabil Muhaisen met with Mr. Villahermosa and some signs were relocated but it has not stopped the speeding. People use the middle median to pass other cars, motorcycle noises all hours of the night, and just overall traffic congestion and speeding. Mr. Villahermosa has gone to KPD about these issues but has not seen any resolution. He commented on firearms being discharged in the middle of the night and vehicles squealing tires but when the police arrive, everything is calm.

## **7. CONSENT AGENDA**

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

Motion carried 5 – 0.

## **7.A COMMISSION MINUTES APPROVAL**

Request Commission approval of the November 16, 2021, Commission Minutes.

## **7.B APPROVAL OF A RESOLUTION AUTHORIZING THE ACQUISITION OF FIRE FIGHTING APPARATUS**

Approval of a Resolution authorizing the City to acquire fire fighting apparatus using the lease-financing purchase agreement and buy back agreement through the collaboration and partnership of South Florida Emergency Vehicles, Leasing 2 Inc., and Brindlee Mountain Fire Apparatus, LLC. Staff also requests authorization for the City Manager to act as Lessee Authorized Signatory to execute and deliver any subsequent related documents necessary for the consummation of the transactions for this Lease-purchase and Deferred Purchase Value Agreement.

Resolution # 30-2021 (Exhibit "D").

## **7.C PURCHASE AND INSTALL NEW VARIABLE AIR VOLUME (VAV) SYSTEMS USING TRANE U.S. INC. CONTINUING SERVICES AGREEMENT**

Request approval to purchase and install the replacement VAV systems via the continuing services contract with Trane for City Hall (2nd and 3rd floors) for a total cost of \$153,244.00.

## **7.D ACCEPTANCE OF PROCEEDS FROM THE SALE OF VOLUNTARY CLEANUP TAX CREDITS FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION**

Commission approval of a budget adjustment to accept the proceeds earned for the sale of Voluntary Cleanup Tax Credits (VCTC) from the Florida Department of Environmental Protection (DEP).

## **7.E DISPOSAL OF CITY ASSETS**

Approval to dispose of the asset items detailed in the attached report.

## **7.F HOLIDAY INCENTIVE PAYMENT**

This request is for Commission approval to utilize approximately \$145,800 from reserves for a one-time holiday incentive payment to all full-time and part-time employees.

## **7.G DONATION FROM WALMART FOUNDATION FOR SHOP WITH A COP**

City Commission acceptance of donations in the amount of \$8,000 from the Walmart Foundation for the purchase of Christmas gifts for the "Shop with a Cop" Program.

## **8. DISCUSSION ITEMS**

### **8.A CITIZEN REQUEST TO ADDRESS THE COMMISSION REGARDING DOWNTOWN HOLIDAY DECORATIONS AND EVENTS**

The request is from Carlos Ramirez of Aviles Hair Studio to address the Commission regarding downtown holiday decorations and events.

City Manager Steigerwald stated Mr. Ramirez contacted staff and advised he could not make it to the meeting and asked that his item be continued to the December 21, 2021, meeting.

### **8.B EPA BROWNFIELDS PROGRAM COALITION ASSESSMENT GRANT**

Staff requests approval of the Orange Blossom Trail/State Road 441 Brownfields Coalition Memorandum of Understanding between the East Central Florida Regional Planning Council and the City of Kissimmee.

Craig Holland, Development Director, gave a brief review of the agenda item and introduced a representative from the Planning Council to give their presentation.

Luis Nieves, Economic Development Manager of ECFRPC (East Central Florida Regional Planning Council), made a PowerPoint presentation (Exhibit "E") and informed the Commission of the kick-off meeting held on October 8, 2021, where they drafted an interlocal agreement and started Phase 1 Assessments. A Brownfield Advisory Committee was created, and City staff has already suggested members. He is asking for approval to enter into the interlocal agreement.

Commissioner Alvarez made a motion to approve. Commissioner Ortiz seconded the motion.

AYE: Mayor-Commissioner Gonzalez, Commissioner Fisher, Commissioner Ortiz, Commissioner Alvarez, Commissioner Castano

NAY: None

Motion carried 5 - 0.

### **8.C RFP 2021-007 RFP SELECTION COMMITTEE RESULTS**

Commission acceptance and discussion of Selection Committee results for RFP #2021-007 Emergency Shelter/Bridge Housing and Homeless Services.

City Manager Steigerwald explained the RFP process as detailed in the agenda item. With the RFP, the City would be able to either utilize a property donated by TOHO Water Authority for affordable housing and homeless services and \$9.6 million in funding. He informed the Commission of meetings recently held regarding the project. The committee voted 7-0 not to make a selection recommendation due to the bids not being responsive to one or more areas of the RFP. Staff's recommendation is to consider the different options presented on the agenda.

The Commission discussed the process, selection committee recommendation, and ways they feel the City should move forward.

Commissioner Fisher expressed the Commission should take the recommendation of the members they selected, accept the rejection of all bids, and develop a plan.

Mayor Gonzalez and Commissioner Castano agreed.

Commissioner Ortiz expressed concerns about not moving forward and making a selection and the length of time this process has taken. He stated he believes Birdsong and the Salvation Army can provide the needed assistance.

Commissioner Ortiz made a motion to award the RFP and project to Birdsong and the Salvation Army.

Commissioner Alvarez added the services need to be started soon and cannot wait any longer.

Mayor Gonzalez and Commissioner Ortiz engaged in a discussion regarding the historical involvement of the Salvation Army in the City.

City Attorney Sanchez De Fuentes reminded the Commission there is a motion on the table.

Commissioner Alvarez seconded the motion.

City Attorney Sanchez De Fuentes clarified the motion was to make the award to the Salvation Army, but they presented a \$12,149,000 proposal, not \$9.6 million as shown on the agenda.

Commissioner Fisher called for the vote.

Commissioner Ortiz clarified the motion to accept the proposal of the Salvation Army and Birdsong in the amount of \$12,149,000. Commissioner Alvarez seconded the motion.

AYE: Commissioner Ortiz, Commissioner Alvarez

NAY: Mayor-Commissioner Gonzalez, Commissioner Fisher, Commissioner Castano

Motion Failed 2 - 3.

Commissioner Fisher made a motion to reject all proposals and allow staff to develop a plan to construct a City-owned shelter. Mayor Gonzalez seconded the motion.

AYE: Mayor-Commissioner Olga Gonzalez, Commissioner Fisher, Commissioner Castano

NAY: Commissioner Ortiz, Commissioner Alvarez

Motion carried 3 - 2.

## **8.D ADVISORY BOARD APPOINTMENT - VACANCY ON THE PARKS & RECREATION ADVISORY BOARD**

Commission requested to appoint a replacement to fill the vacancy on the Parks and Recreation Advisory Board due to the resignation of Hendrith Smith. The term for this vacancy is due to expire May 31, 2023.

Commissioner Castano was not prepared to make an appointment at the meeting and therefore there is no action and this will be placed on the next agenda.

## **9. HEAR CITY OFFICIALS**

### **9.A CITY MANAGER**

#### CITY MANAGER STEIGERWALD

City Manager Steigerwald reminded the Commission and audience of the Festival of Lights Parade on Saturday, December 11, 2021, at 7:30 p.m. in Downtown Kissimmee.

### **9.B CITY ATTORNEY**

#### CITY ATTORNEY SANCHEZ DE FUENTES

Nothing.

### **9.C CITY COMMISSION**

#### COMMISSIONER CASTANO

Nothing.

#### COMMISSIONER ORTIZ

Commissioner Ortiz commented on the importance of the Commission making the right decisions on their own and not allowing others to make decisions for them.

#### COMMISSIONER ALVAREZ

Commissioner Alvarez stated the RFP was not necessary, and the City could have awarded \$1 million to the Salvation Army as planned and keep other entities out of the process.

COMMISSIONER FISHER

Commissioner Fisher reminded the Commission of its fiduciary responsibility to spend money wisely. Owning an asset is important to him in the long run. He also added that if the City is unhappy with the services of a provider, they have the ability to remove them. He concluded he would have liked to see the flag at half-staff for Pearl Harbor Day.

MAYOR GONZALEZ

Mayor Gonzalez thanked the audience for attending and expressed to Commissioner Ortiz that she was sorry he felt the Commission was an embarrassment.

**10. ADJOURNMENT**

There being no further business to come before the Commission, Mayor Gonzalez adjourned the meeting at 6:58 PM.

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MAYOR-COMMISSIONER

ATTEST:

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CITY CLERK

Exhibit "A"  
Ordinance # 3049  
Amending Comprehensive Development Plan, Removing Future Land Use Element Policy  
1.2.10.2 / Mixed Use – Frank Brown Ranch (MU-FB)  
Item 4.A.

Exhibit "B"  
Ordinance # 3050  
Ordinance Amending Future Land Use, Transportation, Capital Improvements Elements,  
and adding a Property Rights Element to the Comprehensive Plan  
Item 4.B.



Exhibit "C"  
Ordinance # 3051  
Police Retirement Plan Amendments for DROP Program  
Item 4.C.

Exhibit "D"  
Resolution # 30-2021  
Resolution Authorizing the Acquisition of Fire Fighting Apparatus  
Item 7.B.

Exhibit "E"  
PowerPoint Presentation  
EPA Brownfields Program Coalition Assessment Grant  
Item 8.B.



**MINUTES OF THE REGULAR SESSION OF THE CITY COMMISSION  
HELD TUESDAY, DECEMBER 21, 2021, AT 6:00 PM AT THE CITY OF  
KISSIMMEE, CITY HALL COMMISSION CHAMBERS LOCATED AT 101  
CHURCH STREET, KISSIMMEE, FLORIDA**

**1. MEETING CALLED TO ORDER**

**Members Present:** Mayor Olga Gonzalez, Commissioners Olga Castano, Felix Ortiz, Carlos Alvarez, III, Jim Fisher

**Staff Present:** City Manager Mike Steigerwald, City Attorney Olga Sanchez de Fuentes, Deputy City Manager Desiree Matthews, City Clerk Linda Hansell

**Members Absent:** Assistant City Manager Austin Blake

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

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

After a Moment of Silence, Commissioner Fisher led the audience in the Pledge of Allegiance.

**3. PROCLAMATIONS AND SPECIAL PRESENTATIONS**

**3.A SERVICE AWARDS FOR OCTOBER, NOVEMBER AND DECEMBER**

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

City Manager Steigerwald read the names of all employees receiving service awards and presented awards to the following employees who were present: Emily Kaluszkina (5 years); Vicent Hickey, Dave Stoloff, Arnaldo Vega (15 years); Chris Succi (20 years); James Napier (25 years); Deborah Ashley (30 years); and Bethany Santiago (35 years).

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

None.

**5. PUBLIC HEARINGS**

**5.A PUBLIC HEARING - PROGRAM YEAR 2020 COMMUNITY DEVELOPMENT BLOCK  
GRANT CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT**

Approval of the 2020 Community Development Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report (CAPER).

Frances DeJesus reviewed the CAPER reports for CDBG and funding uses.

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

Commissioner Fisher made a motion to approve the Public Hearing. City Commissioner Ortiz seconded the motion.

AYE: Mayor-Commissioner Gonzalez, Commissioner Fisher, Commissioner Ortiz, Commissioner Alvarez, Commissioner Castano

NAY: None

Motion carried 5 - 0.

## **6. HEAR AUDIENCE**

Jackie Espinosa provided comments before the meeting to be placed on the record, but she was not in attendance at the meeting (Exhibit "A").

## **7. CONSENT AGENDA**

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Commissioner Fisher made a motion to approve the Consent Agenda in its entirety. Mayor-Commissioner Gonzalez seconded the motion.

Motion carried 4 - 1 (Commissioner Alvarez voted No).

### **7.A AUTHORIZATION TO TRANSFER AMERICAN RESCUE PLAN - CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS**

Authorization to transfer funds from the American Rescue Plan - Coronavirus Local Fiscal Recovery Funds.

### **7.B DONATION OF VEHICLE TO THE KISSIMMEE MAIN STREET PROGRAM**

The Police Department is requesting City Commission approval to donate a John Deere Gator to the Kissimmee Main Street Program.

### **7.C LICENSE AGREEMENT BETWEEN GREEN MEADOWS FARM LTD AND THE CITY OF KISSIMMEE TO OPERATE AT LANCASTER RANCH PARK**

Approval of a License Agreement with Green Meadows Farm to operate an educational farm and ranch attraction at Lancaster Ranch Park.

### **7.D MASTER DEVELOPMENT AGREEMENT BETWEEN THE CITY OF KISSIMMEE AND SKYVIEW KISSIMMEE DEVELOPER LLC REGARDING THE BEAUMONT DEVELOPMENT SITE**

Approval of the Master Development Agreement between the City of Kissimmee and Skyview Kissimmee Developer LLC regarding the purchase and redevelopment of the Beaumont Development Site. Authorization for the City Manager or designee to execute Property Use License Agreement and Temporary Construction Easements, and any other documents that may be necessary to allow the Developer access to the property prior to the sale.

### **7.E APPROVAL OF A SPACE USE PERMIT FOR LEAD AIR**

Request Commission approval of a Space Use Permit for Lead Air.

### **7.F REQUEST TO APPROVE PROPERTY CONVEYANCE DOCUMENTS RELATING TO OSCEOLA COUNTY'S BILL BECK BOULEVARD - SEGMENT B ROADWAY IMPROVEMENT PROJECT**

This request is for City Commission approval to dedicate utility easements to the Kissimmee Utility Authority and the Toho Water Authority to help complete the expansion and improvement of Segment B of the Bill Beck Boulevard County expansion project.

### **7.G AUTHORIZATION TO ACCEPT 2021-2022 VICTIMS OF CRIME ACT (VOCA) GRANT FUNDING**

Approval to accept the U.S. Department of Justice (DOJ) 2021-22 Victims of Crime Act (VOCA) Grant from the State of Florida, Office of the Attorney General, Bureau of Advocacy and Grants Management, in the amount of \$85,253.

### **7.H CHANGE ORDER NO.3 WITH GOMEZ CONSTRUCTION FOR THE SECURITY IMPROVEMENTS AT KISSIMMEE GATEWAY AIRPORT**

Approval of Change Order No. 3 with Gomez Construction for the Airport Security Improvements Project in the amount of \$6,975.00 using project AP2103 funds.

**7.I APPROVAL OF SECOND AMENDMENT TO AGREEMENT BETWEEN THE CITY OF KISSIMMEE AND REDFLEX TRAFFIC SYSTEMS, INC. AUTHORIZING A SHORT-TERM 90-DAY EXTENSION**

Approval of a second amendment to the agreement between the City and Redflex Traffic Systems, Inc authorizing a 90-day extension of the original contract.

**7.J ACCEPTANCE OF ASSIGNMENT OF GROUND LEASE AGREEMENT WITH SKY WAY ENTERPRISES, INC.**

Approval of a ground lease agreement with Sky Way Enterprises, Inc., for 3031 Patrick Street, Kissimmee Gateway Airport.

**7.K COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM YEAR 2021 FUNDING AGREEMENT**

Acceptance of the Program Year 2021 Community Development Block Grant (CDBG) from the U.S. Department of Urban Development (HUD) in the amount \$769,084, approval to execute the funding agreement and approval for the Mayor, City Manager or Development Services Director to execute any CDBG related documents and sub-recipient agreements according to the levels of signature authority consistent with the City's Procurement Policy.

**7.L AMENDED AND RESTATED AIRPORT LEASE AGREEMENT WITH SANDPIPER FLORIDA REAL ESTATE HOLDINGS, LLC**

Approval of a lease modification for Sandpiper Florida Real Estate Holdings, LLC.

**7.M COMMUNITY DEVELOPMENT BLOCK GRANT CORONAVIRUS ROUND 3 (CDBG-CV 3) FUNDING AGREEMENT**

Acceptance of the allocation of the Community Development Block Grant Coronavirus Round 3 (CDBG-CV3) HUD funds in the amount \$737,760, approval to execute the funding agreement, and approval for the Mayor, City Manager or Development Services Director to execute any CDBG-CV related documents and sub-recipient agreements according to the levels of signature authority consistent with the City's Procurement Policy after review by the City Attorney or her designee.

**7.N AMENDMENTS TO THE HOME CONSORTIUM PROJECT AGREEMENT (THIRD AMENDMENT) AND THE HOME PROGRAM AGREEMENT (FOURTH AMENDMENT) FOR THE REHABILITATION OF THE OAK LEAF LANDINGS APARTMENTS**

Commission approval of the Third Amendment to the HOME Consortium Project Agreement between Osceola County and the City of Kissimmee and the Fourth Amendment to the HOME Project Agreement between the City of Kissimmee, Osceola Council on Aging, Inc., and

Kissimmee Oaks Housing I, Inc. for the rehabilitation of the Oak Leaf Landings Apartments.

#### **7.O PROFESSIONAL ENGINEERING CONTINUING SERVICES CONTRACT EXTENSIONS**

Approval to extend the Professional Engineering Continuing Services Contracts with the following firms: (1) Askey Hughey, Inc., (2) RS&H, Inc., (3) Burgess & Niple, Inc., (4) T. Y. Lin International, Inc., and (5) CDM Smith, Inc. for one year.

#### **7.P AMENDMENT NO.1 TO THE AGREEMENT WITH YSI INCORPORATED FOR STORMWATER MONITORING, MAINTENANCE, AND DATA COLLECTION SERVICES**

Approval to amend and increase the current contract price of \$241,797.00 by \$33,908.34 to provide additional stormwater monitoring, maintenance, and data collection services.

#### **7.Q PROFESSIONAL SURVEYING CONTINUING SERVICES CONTRACT EXTENSION WITH JOHNSTON'S SURVEYING, INC.**

Approval to extend the Professional Surveying Continuing Services Contract with Johnston's Surveying, Inc. for one-year.

#### **7.R WORK ORDER NO. 1 TO MICHAEL BAKER INTERNATIONAL, INC. FOR PROFESSIONAL ENGINEERING SERVICES IN SUPPORT OF THE 20-YEAR STORMWATER NEEDS ANALYSIS REQUIRED BY THE FLORIDA LEGISLATURE**

Approval of Work Order No. 1 to Michael Baker International, Inc. for professional engineering services in support of the 20-year stormwater needs analysis required by the Florida Legislature.

#### **7.S APPROVAL OF AN AGREEMENT FOR CODE ENFORCEMENT SPECIAL MAGISTRATE SERVICES**

Approval of an Agreement between the City of Kissimmee and Clifford Shepard of Shepard, Smith, Kholmyer and Hand, PA for Special Magistrate services.

#### **7.T APPROVAL TO SUBMIT A 2021 AFRICAN AMERICAN CULTURAL AND HISTORICAL GRANT THROUGH THE FLORIDA DIVISION OF HISTORIC RESOURCES FOR IMPROVEMENTS TO CHAMBERS PARK COMMUNITY CENTER**

Approval to submit a 2021 African American Cultural and Historical Grant through the Florida Division of Historic Resources for improvements to Chambers Park Community Center.



#### **7.U ACCEPTANCE OF ASSIGNMENT OF AIRPORT GROUND LEASE AGREEMENT WITH ZELIFF PROPERTIES, INC.**

Approval of a ground lease agreement with Zeliff Properties, Inc., for 3955 Merlin Drive at the Airport.

#### **7.V APPROVAL TO SELL HANGAR AT 4134 AVIATION DRIVE TO CIRRUS AIRCRAFT AND APPROVE MEMORANDUM OF LEASE**

Approval to sell an aircraft hangar at 4134 Aviation Drive to Cirrus Design Corporation, D/B/A Cirrus Aircraft and to provide the City Manager with authorization to sign any documents needed for the closing of the sale.

#### **7.W APPROVAL OF A RESOLUTION ESTABLISHING THE CITY'S INTENT TO SECURE TAX-EXEMPT FINANCING TO REIMBURSE THE CITY FOR CAPITAL EXPENDITURES RELATED TO SEVERAL CAPITAL IMPROVEMENT PROJECTS**

Approval of a reimbursement Resolution to establish the City's intent to procure future tax exempt financing for capital expenditures in connection with several capital improvement projects.

Resolution # 31-2021 (Exhibit "B").

### **8. DISCUSSION ITEMS**

#### **8.A CITIZEN REQUEST TO ADDRESS THE COMMISSION REGARDING DOWNTOWN HOLIDAY DECORATIONS AND EVENTS**

The request is from Carlos Ramirez of Aviles Hair Studio to address the Commission regarding downtown holiday decorations and events.

Mr. Ramirez contacted the City and stated he would not be attending the meeting and he did not want to reschedule.

#### **8.B AFFORDABLE HOUSING INCENTIVES AND RECOMMENDATIONS FROM THE AFFORDABLE HOUSING ADVISORY COMMITTEE (AHAC) FOR THE 2021 CALENDAR YEAR**

Accept the recommended incentive strategies made by the Affordable Housing Advisory Committee (AHAC) during the 2021 calendar year and direct staff to follow up with the implementation of each recommendation accordingly.

Frances DeJesus, Development Services, gave a PowerPoint Presentation from the agenda and introduced Robert Bussiere of the AHAC Board to finish the review.

Robert Bussiere, AHAC Committee, continued the PowerPoint Presentation reviewing the

Housing Board recommendations.

Commissioner Fisher made a motion to accept the AHAC recommendation. Mayor-Commissioner Gonzalez seconded the motion.

AYE: Mayor-Commissioner Gonzalez, Commissioner Fisher, Commissioner Ortiz, Commissioner Alvarez, Commissioner Castano

NAY: None

Motion carried 5 - 0.

### **8.C KISSIMMEE UTILITY AUTHORITY BOARD OF DIRECTORS REAPPOINTMENT**

The request is for City Commission consideration of the reappointment of an incumbent member of the Kissimmee Utility Authority (KUA) Board of Directors whose term expires in 2022.

City Manager Steigerwald reviewed the request for the reappointment of Rae Hemphill, who is up for reappointment in September 2022.

Mayor-Commissioner Gonzalez made a motion to reappoint Rae Hemphill to the KUA Board. Commissioner Castano seconded the motion.

AYE: Mayor-Commissioner Gonzalez, Commissioner Fisher, City Commissioner Ortiz, Commissioner Alvarez, Commissioner Castano

NAY: None

Motion carried 5 - 0.

### **8.D ADVISORY BOARD APPOINTMENT - VACANCY ON THE PARKS & RECREATION ADVISORY BOARD**

Commission requested to appoint a replacement to fill the vacancy on the Parks and Recreation Advisory Board due to the resignation of Hendrith Smith. The term for this vacancy is due to expire May 31, 2023.

Commissioner Castano is waiting for an additional application and will make the appointment in January 2022.

## **9. HEAR CITY OFFICIALS**

### **9.A CITY MANAGER**

#### **CITY MANAGER STEIGERWALD**

City Manager Steigerwald informed the Commission of a letter received from Florida Green Finance Authority a state-designated organization that provides financing for energy-efficient

improvements, similar to PACE. They are required to appoint members in other areas of the state and asked the City of Kissimmee Commission for a recommendation. This organization is in Lantana in South Florida and the meetings are held there. He advised the Commission they do not have to appoint a representative and it can pass to another local government.

Commissioner Fisher and Commission Castano both expressed interest in reviewing the documents provided.

City Manager Steigerwald will provide the information received by the City to the Commission for review and advised that an appointment must be made in the next 30 days.

City Manager Steigerwald thanked the Commission and supporting staff for all their hard work and wished them happy holidays.

## **9.B CITY ATTORNEY**

### **CITY ATTORNEY SANCHEZ DE FUENTES**

Attorney Sanchez de Fuentes wished the Commission happy holidays and many blessings in 2022.

## **9.C CITY COMMISSION**

### **COMMISSIONER CASTANO**

Commissioner Castano wished everyone happy holidays and blessings for the next coming year in the community.

### **COMMISSIONER ORTIZ**

Commissioner Ortiz wished everyone happy holidays and to be safe.

### **COMMISSIONER ALVAREZ**

Commissioner Alvarez wished everyone a happy Kwanza, happy holidays, and safe New Year.

### **COMMISSIONER FISHER**

Commissioner Fisher wished everyone a Merry Christmas and "Bon Noël."

### **MAYOR GONZALEZ**

Mayor Gonzalez wished everyone a Merry Christmas.

## 10. ADJOURNMENT

There being no further business to come before the Commission, Mayor Gonzalez adjourned the meeting at 6:23 PM.

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MAYOR-COMMISSIONER

ATTEST:

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CITY CLERK

Exhibit "A"  
Hear the Audience  
Jackie Espinosa Provided Comments  
Item 6.

Exhibit "B"  
Resolution # 31-2021  
Establishing Intent to Reimburse Certain Capital  
Expenditures incurred as part of Capital Improvements with Future Tax-Exempt Financing  
Item 7.W

## **ITEM 7.B**

### **AWARD OF BID (RFQ2021-001) FOR CITYWIDE MULTIPLE MECHANICAL, ELECTRICAL, AND PLUMBING CONTINUING SERVICES**

#### **Request**

Approval to award continuing services for Citywide mechanical, electrical, and plumbing services to the top five (5) contractors that provided a responsive bid to the request for qualifications.

#### **Explanation**

On October 31, 2021, the Public Works and Engineering Facilities Management Division advertised via Orlando Sentinel, Demand Star, and Vendor Link, a request for a statement of qualifications bid (RFQ2022-001) for continuing service contracts for Mechanical, Electrical & Plumbing services for City facilities. Final submission of the statements of qualifications were due to the City by November 19, 2021.

In response to this request, we received a statement of qualifications from six (6) trade contractors.

After evaluation of the responsive proposals, the evaluation committee determined that the following five (5) contractors best met the requirements of the proposal. Therefore, staff recommends entering into a continuing service contract with the following contractors:

- (1) Abe's Electric Inc.
- (2) Air Mechanical & Service Corp.
- (3) Nicopat, Hill Waterworks
- (4) Smithson Electric
- (5) Folsom Services, Inc.

#### **Recommendation**

Staff recommends City Commission approval to award continuing services for Citywide mechanical, electrical, and plumbing services to the five (5) listed contractors.

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

Approve

Department: Public Works & Engineering

Presenter:

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

1. RFQ2022-001 Mechanical Electrical Plumbing Trade Services Submitters Opening Sheet
2. RFQ2022-001 Authorization
3. Abe's Electric, Inc Agreement
4. Smithson Electric, Inc Agreement
5. Nicopat Hill Waterworks Agreement
6. Air Mechanical & Service Corp Agreement
7. Folsom Services Inc Agreement

City of Kissimmee  
SUBMITTALS OPENING SHEET

**RFQ2021-001 Mechanical, Electrical & Plumbing Trade Services**

November 19, 2021 at 2:30 PM EST

| COMPANY NAME                   | CITY, STATE      |
|--------------------------------|------------------|
| Abe's Electric Inc.            | Kissimmee, FL    |
|                                |                  |
| Air Mechanical & Service Corp. | Casselberry, FL  |
|                                |                  |
| Gibson Air                     | Winter Haven, FL |
|                                |                  |
| Nicopat, Hill Waterworks       | Orlando, FL      |
|                                |                  |
| Smithson Electric              | Oviedo, FL       |
|                                |                  |
| Folsom Services, Inc           | St. Cloud, FL    |

Notice of decision or intended decision concerning a bid solicitation or award may be given by posting the bid tabulation or recommended award at the location where the bids were opened or posted electronically on the City's website [www.kissimmee.org](http://www.kissimmee.org). Failure to file a protest within the deadlines prescribed shall constitute a waiver of protest proceedings.



## AUTHORIZATION TO PLACE BID ON AGENDA

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

**BID NUMBER:** RFQ2022-001  
**DATE:** November 19, 2021  
**TO:** Hany George, Public Facilities Manager  
**FROM:** Brandon Durango, Procurement Manager  
**SUBJECT:** Mechanical, Electrical & Plumbing Trade Services

**COMMENTS:** Subject bid opened on November 19, 2021 with a copy of abstract attached. Copies of the bids were electronically available after the opening. Purchasing advertised this October 31, 2021 with the Orlando Sentinel, Demand Star and Vendor Link. Demand Star notified 330 vendors, 6 vendors had downloaded the bid package, and Vendor Link had 20 vendors download the package after 3740 vendors notified. When your evaluations are completed and you have your recommendation for award, please provide written justification below for Commission consideration for approval and send purchasing the results of the Commission approval and purchasing will post results on Demand Star and Vendor Link.

### **DEPARTMENT RECOMMENDATIONS:**

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

Abe's Electric Inc.  
 Air Mechanical & Service Corp.  
 Nicopat, Hill Waterworks  
 Smithson Electric  
 Folsom Services, Inc.

**REVIEWED BY:** HANY GEORGE **DATE:** 11/30/2021  
**APPROVED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
**DATE RETURNED TO PURCHASING:** 11/30/2021

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

This item is: New   x   Replacement           

The intended use of function is: Mechanical,Electrical and Plumbing Installation and Repairs

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

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

| Account Number                          | Project Number                          | Amount                                  |
|-----------------------------------------|-----------------------------------------|-----------------------------------------|
| <u>56045603-504646</u>                  | <u>                                </u> | <u>\$127,000.00</u>                     |
| <u>                                </u> | <u>                                </u> | <u>                                </u> |
| <u>                                </u> | <u>                                </u> | <u>                                </u> |
| <u>                                </u> | <u>                                </u> | <u>                                </u> |
| <u>                                </u> | <u>                                </u> | <u>                                </u> |

Total Amount Budgeted: \$127,000.00

Cost: TBD

Remaining: TBD

Intended use for any funds remaining: Mechanical, Electrical & Plumbing Repairs

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

**AGREEMENT BETWEEN CITY OF KISSIMMEE  
and Abe's Electric, Inc**

**THIS AGREEMENT** is made and entered this \_\_\_\_\_ day of \_\_\_\_\_ 2022 by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida whose address is 101 Church Street, Kissimmee, FL 34741 (hereinafter "**CITY**") and **Abe's Electric, Inc**, a Florida Limited Liability Company, whose address is 1004 Royal Street Kissimmee, FL 34744 hereinafter referred to as ("**CONTRACTOR**"), and each represents as follows:

**WHEREAS**, CITY desires to retain services of competent and qualified Contractors to provide professional services to support CITY with on-going general mechanical, electrical and plumbing services on an as-needed basis to minimize response time and improve customer service;

**WHEREAS**, CITY advertised RFQ 2022-001 for Mechanical, Electrical, and Plumbing Trade (MEP) Continuing Services wherein firms submitted qualifications which were reviewed, evaluated, and scored by the Selection Committee; and

**WHEREAS**, based on the competitive selection process, CITY determined that Abe's Electric, Inc is qualified to provide the services sought and desires to award this Agreement to CONTRACTOR consistent with the terms, conditions and requirements of the above-referenced RFQ.

**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.** The term of this Agreement shall be from the time of execution of the contract, through 11/20/2023, with three (3) automatic one (1) year renewal periods unless otherwise terminated by the terms and conditions of this Agreement
3. **SCOPE OF SERVICES.** CONTRACTOR shall provide mechanical, electrical and plumbing repairs and maintenance on an as needed basis in accordance with the RFQ, including any all addenda thereto, and CONTRACTOR's responsive qualifications attached hereto and incorporated herein as Exhibit "A". CONTRACTOR is licensed to perform these services by the State of Florida. CONTRACTOR's Scope of Services are further enumerated and described in Attachment "A".
4. **REPRESENTATIONS.** CONTRACTOR hereby represents to CITY that:
  - a. It has the experience and skill to perform the services required by this Agreement.



- b. It will provide and employ personnel qualified and experienced in their profession to perform the services required. 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.
- c. It 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. CONTRACTOR shall, upon request, provide CITY with proof of certification compliance.
- d. It 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 the 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 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 CONTRACTOR for services as set forth in the Fee Schedule contained in Attachment "B", the total contract amount shall not exceed the sum of Fifty Thousand DOLLARS (\$ 50,000.00) annually. 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 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 this Agreement and any renewals, CONTRACTOR, at its sole cost and expense, 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 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.

8. **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 the 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, CITY may adjust any payment to take into account any additional costs to be incurred by CITY due to such default.



- B. CONTRACTOR may terminate this Agreement for cause if CITY fails to pay CONTRACTOR as provided herein, or CONTRACTOR can no longer adequately meet the scope of service in the Agreement. CONTRACTOR shall notify CITY of its intention to terminate with thirty (30) days notice provided by certified letter to the CITY's designated representative. If adequate assurances are not given to CONTRACTOR within fifteen (15) days of the receipt by CITY of said show cause notice, then CONTRACTOR may consider CITY to be in default and may immediately terminate this Agreement.

9. **TERMINATION FOR CONVENIENCE.** CITY reserves the right to terminate this Agreement in whole or in part, including termination specific to location, by giving CONTRACTOR written notice at least thirty (30) days prior to effective date of termination. Upon receipt of termination from the CITY, CONTRACTOR shall only provide those services specifically approved or directed by CITY. 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 CONTRACTOR for payment of any outstanding obligations to the extent such responsibility has not been excused by breach or default of 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.

10. **INDEMNIFICATION.** To the extent permitted by law, CONTRACTOR hereby releases and waives all claims against CITY, its officers, employees, agents, and independent contractors for any injury or damaged to the person, property, or business of CONTRACTOR's agents, employees, sub-contractors, or other persons, for which injury or damages result 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 this 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 arising from CONTRACTORs performance of this Agreement or any breach or default of Contractor.

11. **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.
12. **NONASSIGNMENT** CONTRACTOR shall not, without prior consent of CITY, assign this contract or any portion hereof. This Agreement is hereby deemed to be of a personal service contact nature, thus, subcontracting any portion of this Agreement is prohibited. Any unauthorized assignment shall be void and shall terminate the Agreement at CITY's option. CONTRACTOR's interest in this Agreement is not assignable by operation of law.
13. **ACCESS TO RECORDS / AUDIT** CONTRACTOR shall maintain books, records, documents, time and costs accounts and other evidence directly related to its performance of services under this Agreement. All-time records and cost data shall be maintained in accordance with generally accepted accounting principles. CONTRACTOR shall also maintain the financial information and data necessary to determine overhead rates in accordance with the requirements of Federal and State regulatory agencies and this Agreement. CITY, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents, and other evidence for inspection, audit and copying. Copying of CONTRACTOR books, records, documents, time records and cost accounts, and other evidence shall be at CITY's expense.  
  
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.
14. **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](mailto:cityclerkemail@kissimmee.gov) and 101 Church Street, Kissimmee, Florida 34741.**

- a. If CITY's Custodian of Records requests records from CONTRACTOR, CONTRACTOR shall provide CITY's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable



time at a cost that does not exceed the cost 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 CONTRACTOR does not transfer the records to CITY.
- c. Upon completion of this Agreement, 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 CITY, upon request from 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

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. **APPLICABLE LAWS.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Florida.
  17. **JURY TRIAL WAIVER/VENUE/WAIVER OF ATTORNEY FEES.** CONTRACTOR agrees to waive the right to a jury trial in any action, proceeding, or counterclaim. Venue shall be Osceola County, Florida. Each Party waives the right to attorney fees in any action to enforce this Agreement.
  18. **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.
  19. **NOTICES.** All notices and demands shall be sent U.S. Certified Mail, return receipt to:

**As to CONTRACTOR:**

**As to CITY:**  
 CITY of Kissimmee  
 CITY Attorney's Office  
 101 Church Street  
 Kissimmee, FL 34741

20. **ENTIRETY OF AGREEMENT.** This Agreement, including any Exhibits and Attachments 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.
21. **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.
22. **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.
23. **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.
24. **EXHIBITS AND ATTACHMENTS.** The Exhibits and Attachments listed hereto are incorporated by reference and will be binding on the Parties. In the event of any inconsistency between the Exhibits and 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:

**CITY OF KISSIMMEE**

By: \_\_\_\_\_  
Olga Gonzalez, Mayor-Commissioner

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
CITY Clerk

Approved as to form and legal sufficiency:

\_\_\_\_\_  
CITY Attorney

Insert company name

Abe's Electric, Inc.

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF Osceola

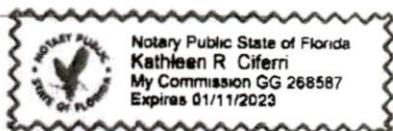
The foregoing instrument was acknowledged before me this 20th day of December, 2021, by means of ☒ physical presence or ☐ online notarization, by Abraham Valentin as President for Abe's Electric, Inc., a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

Notary: Kathleen R. Ciferri

Print Name: Kathleen R. Ciferri

My Commission Expires: 01/11/2023



## Exhibit "A"

**PRICE SHEET****Service Work Hourly Rate Electrical**

| Group                | Description        | Approximate Annual Usage | Unit | Unit Price | (Unit Price X Annual Usage)<br>Total Cost |
|----------------------|--------------------|--------------------------|------|------------|-------------------------------------------|
| 1                    | Master Electrician | 520                      | Hrs. | \$85.00    | \$44,200.00                               |
| 2                    | Journeyman         | 260                      | Hrs. | \$70.00    | \$18,200.00                               |
| 3                    | Apprentice         | 260                      | Hrs. | \$40.00    | \$10,400.00                               |
|                      |                    |                          |      |            |                                           |
| Totals ( 1 + 2 + 3 ) |                    |                          |      |            | \$                                        |

|                                            |          |
|--------------------------------------------|----------|
| Overtime Man Hour Rate (1.5 Standard Rate) | \$105.00 |
|--------------------------------------------|----------|

|                                     |     |
|-------------------------------------|-----|
| Master Mark-Up from wholesale rates | 10% |
|-------------------------------------|-----|

Abraham Valentin

Contractor Name

or

n/a

Not Applicable



**ATTACHMENT "A"**  
**Price Sheet**

1. CONTRACTOR shall commence with coordination, preparation and training in anticipation of providing Services upon receipt of the notice to proceed from the CITY. On an as needed basis the CITY shall submit a Notice to the CONTRACTOR, for the services required. CONTRACTOR shall provide the CITY with an estimate for the work requested, including labor, materials and supplies. If necessary CONTRACTOR shall meet with CITY staff, and CITY Contractors, architects, and engineers about projects and other concerns as they relate to work requested.
2. CONTRACTOR must be available to staff by telephone, and responsive by email, and facsimile to inquiries submitted about services rendered and ongoing.
3. CONTRACTOR shall provide reports on work performed which will be submitted to the CITY in an in electronic format.
4. CONTRACTOR shall observe and comply with the requirements of Chapter 119, Florida Statutes, (Public Records Law), Chapter 286, Florida Statutes, (Sunshine Law) and Chapter 112, Florida Statutes, (Code of Ethics). CONTRACTOR will comply with the CITY's policies and procedures in observing the requirements of said laws.

**AGREEMENT BETWEEN CITY OF KISSIMMEE  
and Smithson Electric, Inc**

**THIS AGREEMENT** is made and entered this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida whose address is 101 Church Street, Kissimmee, FL 34741 (hereinafter "**CITY**") and **Smithson Electric, Inc**, a Florida Limited Liability Company, whose address is 822 Eyrie Drive, Oviedo FL 32765 hereinafter referred to as ("**CONTRACTOR**"), and each represents as follows:

**WHEREAS**, **CITY** desires to retain services of competent and qualified Contractors to provide professional services to support **CITY** with on-going general mechanical, electrical and plumbing services on an as-needed basis to minimize response time and improve customer service;

**WHEREAS**, **CITY** advertised RFQ 2022-001 for Mechanical, Electrical, and Plumbing Trade (MEP) Continuing Services wherein firms submitted qualifications which were reviewed, evaluated, and scored by the Selection Committee; and

**WHEREAS**, based on the competitive selection process, **CITY** determined that **Smithson Electric, Inc** is qualified to provide the services sought and desires to award this Agreement to **CONTRACTOR** consistent with the terms, conditions and requirements of the above-referenced RFQ.

**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.** The term of this Agreement shall be from the time of execution of the contract, through 11/20/2023, with three (3) automatic one (1) year renewal periods unless otherwise terminated by the terms and conditions of this Agreement
3. **SCOPE OF SERVICES.** **CONTRACTOR** shall provide mechanical, electrical and plumbing repairs and maintenance on an as needed basis in accordance with the RFQ, including any all addenda thereto, and **CONTRACTOR**'s responsive qualifications attached hereto and incorporated herein as Exhibit "A". **CONTRACTOR** is licensed to perform these services by the State of Florida. **CONTRACTOR**'s Scope of Services are further enumerated and described in Attachment "A".
4. **REPRESENTATIONS.** **CONTRACTOR** hereby represents to **CITY** that:
  - a. It has the experience and skill to perform the services required by this Agreement.

- b. It will provide and employ personnel qualified and experienced in their profession to perform the services required. 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.
  - c. It 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. CONTRACTOR shall, upon request, provide CITY with proof of certification compliance.
  - d. It 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 the 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 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 CONTRACTOR for services as set forth in the Fee Schedule contained in Attachment "B", the total contract amount shall not exceed the sum of Fifty Thousand DOLLARS (\$ 50,000.00) annually. 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 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 this Agreement and any renewals, CONTRACTOR, at its sole cost and expense, 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 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.

8. **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 the 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, CITY may adjust any payment to take into account any additional costs to be incurred by CITY due to such default.
- B. CONTRACTOR may terminate this Agreement for cause if CITY fails to pay CONTRACTOR as provided herein, or CONTRACTOR can no longer adequately meet the scope of service in the Agreement. CONTRACTOR shall notify CITY of its intention to terminate with thirty (30) days notice provided by certified letter to the CITY's designated representative. If adequate assurances



are not given to CONTRACTOR within fifteen (15) days of the receipt by CITY of said show cause notice, then CONTRACTOR may consider CITY to be in default and may immediately terminate this Agreement.

9. **TERMINATION FOR CONVENIENCE.** CITY reserves the right to terminate this Agreement in whole or in part, including termination specific to location, by giving CONTRACTOR written notice at least thirty (30) days prior to effective date of termination. Upon receipt of termination from the CITY, CONTRACTOR shall only provide those services specifically approved or directed by CITY. 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 CONTRACTOR for payment of any outstanding obligations to the extent such responsibility has not been excused by breach or default of 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.

10. **INDEMNIFICATION.** To the extent permitted by law, CONTRACTOR hereby releases and waives all claims against CITY, its officers, employees, agents, and independent contractors for any injury or damaged to the person, property, or business of CONTRACTOR's agents, employees, sub-contractors, or other persons, for which injury or damages result 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 this 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 arising from CONTRACTORs performance of this Agreement or any breach or default of Contractor.

11. **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.

12. **NONASSIGNMENT.** CONTRACTOR shall not, without prior consent of CITY, assign this contract 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 CITY's option. CONTRACTOR's interest in this Agreement is not assignable by operation of law.
13. **ACCESS TO RECORDS / AUDIT.** CONTRACTOR shall maintain books, records, documents, time and costs accounts and other evidence directly related to its performance of services under this Agreement. All-time records and cost data shall be maintained in accordance with generally accepted accounting principles. CONTRACTOR shall also maintain the financial information and data necessary to determine overhead rates in accordance with the requirements of Federal and State regulatory agencies and this Agreement. CITY, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents, and other evidence for inspection, audit and copying. Copying of CONTRACTOR books, records, documents, time records and cost accounts, and other evidence shall be at CITY's expense.

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.

14. **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](mailto:cityclerkemail@kissimmee.gov) and 101 Church Street, Kissimmee, Florida 34741.**

- a. If CITY's Custodian of Records requests records from CONTRACTOR, CONTRACTOR shall provide CITY's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost 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 CONTRACTOR does not transfer the records to CITY.



- c. Upon completion of this Agreement, 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 CITY, upon request from 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

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. **APPLICABLE LAWS.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Florida.

17. **JURY TRIAL WAIVER/VENUE/WAIVER OF ATTORNEY FEES.** CONTRACTOR agrees to waive the right to a jury trial in any action, proceeding, or counterclaim. Venue shall be Osceola County, Florida. Each Party waives the right to attorney fees in any action to enforce this Agreement.

18. **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.

19. **NOTICES.** All notices and demands shall be sent U.S. Certified Mail, return receipt to:

As to CONTRACTOR:

As to CITY:  
CITY of Kissimmee  
CITY Attorney's Office  
101 Church Street  
Kissimmee, FL 34741

20. **ENTIRETY OF AGREEMENT.** This Agreement, including any Exhibits and Attachments 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.

21. **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.

22. **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.

23. **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.
24. **EXHIBITS AND ATTACHMENTS.** The Exhibits and Attachments listed hereto are incorporated by reference and will be binding on the Parties. In the event of any inconsistency between the Exhibits and 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:

**CITY OF KISSIMMEE**

By: \_\_\_\_\_  
Olga Gonzalez, Mayor-Commissioner

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
CITY Clerk

Approved as to form and legal sufficiency:

\_\_\_\_\_  
CITY Attorney

Insert company name Smithson Electric, Inc.

By: David Bless  
Title: Operations Manager  
Date: 12/15/2021

STATE OF FLORIDA

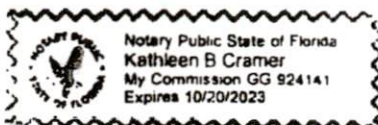
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of 12/15/21, 2021, by means of ☒ physical presence or ☐ online notarization.

by DAVID BLESS as OPERATIONS MANAGER for Smithson Electric, Inc., a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

Notary: Kathleen B Cramer  
Print Name: Kathleen B Cramer  
My Commission Expires: 10/20/23



## Exhibit "A"

**PRICE SHEET**

## Service Work Hourly Rate Electrical

| Group                | Description        | Approximate Annual Usage | Unit | Unit Price | (Unit Price X Annual Usage)<br>Total Cost |
|----------------------|--------------------|--------------------------|------|------------|-------------------------------------------|
| 1                    | Master Electrician | 520                      | Hrs. | 75.00      | 39,000.00                                 |
| 2                    | Journeyman         | 260                      | Hrs. | 60.00      | 15,600.00                                 |
| 3                    | Apprentice         | 260                      | Hrs. | 50.00      | 13,000.00                                 |
| Totals ( 1 + 2 + 3 ) |                    |                          |      |            | \$ 67,600.00                              |

Overtime Man Hour Rate (1.5 Standard Rate)

Master Mark-Up from wholesale rates

10%



Contractor Name

or

Not Applicable



**ATTACHMENT "A"**

**Price Sheet**

1. **CONTRACTOR shall commence with coordination, preparation and training in anticipation of providing Services upon receipt of the notice to proceed from the CITY. On an as needed basis the CITY shall submit a Notice to the CONTRACTOR, for the services required. CONTRACTOR shall provide the CITY with an estimate for the work requested, including labor, materials and supplies. If necessary CONTRACTOR shall meet with CITY staff, and CITY Contractors, architects, and engineers about projects and other concerns as they relate to work requested.**
2. **CONTRACTOR must be available to staff by telephone, and responsive by email, and facsimile to inquiries submitted about services rendered and ongoing.**
3. **CONTRACTOR shall provide reports on work performed which will be submitted to the CITY in an in electronic format.**
4. **CONTRACTOR shall observe and comply with the requirements of Chapter 119, Florida Statutes, (Public Records Law), Chapter 286, Florida Statutes, (Sunshine Law) and Chapter 112, Florida Statutes, (Code of Ethics). CONTRACTOR will comply with the CITY's policies and procedures in observing the requirements of said laws.**

**AGREEMENT BETWEEN CITY OF KISSIMMEE  
and Nicopat, Hill Waterworks**

**THIS AGREEMENT** is made and entered this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida whose address is 101 Church Street, Kissimmee, FL 34741 (hereinafter "**CITY**") and **Nicopat, Hill Waterworks**, a Florida Limited Liability Company, whose address is 639 Bella Vida Blvd, Orlando FL 32878 hereinafter referred to as ("**CONTRACTOR**"), and each represents as follows:

**WHEREAS**, CITY desires to retain services of competent and qualified Contractors to provide professional services to support CITY with on-going general mechanical, electrical and plumbing services on an as-needed basis to minimize response time and improve customer service;

**WHEREAS**, CITY advertised RFQ 2022-001 for Mechanical, Electrical, and Plumbing Trade (MEP) Continuing Services wherein firms submitted qualifications which were reviewed, evaluated, and scored by the Selection Committee; and

**WHEREAS**, based on the competitive selection process, CITY determined that **Nicopat, Hill Waterworks** is qualified to provide the services sought and desires to award this Agreement to CONTRACTOR consistent with the terms, conditions and requirements of the above-referenced RFQ.

**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.** The term of this Agreement shall be from the time of execution of the contract, through 11/20/2023, with three (3) automatic one (1) year renewal periods unless otherwise terminated by the terms and conditions of this Agreement
3. **SCOPE OF SERVICES.** CONTRACTOR shall provide mechanical, electrical and plumbing repairs and maintenance on an as needed basis in accordance with the RFQ, including any all addenda thereto, and CONTRACTOR's responsive qualifications attached hereto and incorporated herein as Exhibit "A". CONTRACTOR is licensed to perform these services by the State of Florida. CONTRACTOR's Scope of Services are further enumerated and described in Attachment "A".
4. **REPRESENTATIONS.** CONTRACTOR hereby represents to CITY that:
  - a. It has the experience and skill to perform the services required by this Agreement.

- b. It will provide and employ personnel qualified and experienced in their profession to perform the services required. 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.
  - c. It 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. CONTRACTOR shall, upon request, provide CITY with proof of certification compliance.
  - d. It 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 the 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 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 CONTRACTOR for services as set forth in the Fee Schedule contained in Attachment "B", the total contract amount shall not exceed the sum of Fifty Thousand DOLLARS (\$ 50,000.00) annually. 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 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 this Agreement and any renewals, CONTRACTOR, at its sole cost and expense, 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 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.

8. **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 the 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, CITY may adjust any payment to take into account any additional costs to be incurred by CITY due to such default.
- B. CONTRACTOR may terminate this Agreement for cause if CITY fails to pay CONTRACTOR as provided herein, or CONTRACTOR can no longer adequately meet the scope of service in the Agreement. CONTRACTOR shall notify CITY of its intention to terminate with thirty (30) days notice provided by certified letter to the CITY's designated representative. If adequate assurances

are not given to CONTRACTOR within fifteen (15) days of the receipt by CITY of said show cause notice, then CONTRACTOR may consider CITY to be in default and may immediately terminate this Agreement.

9. **TERMINATION FOR CONVENIENCE.** CITY reserves the right to terminate this Agreement in whole or in part, including termination specific to location, by giving CONTRACTOR written notice at least thirty (30) days prior to effective date of termination. Upon receipt of termination from the CITY, CONTRACTOR shall only provide those services specifically approved or directed by CITY. 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 CONTRACTOR for payment of any outstanding obligations to the extent such responsibility has not been excused by breach or default of 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.

10. **INDEMNIFICATION.** To the extent permitted by law, CONTRACTOR hereby releases and waives all claims against CITY, its officers, employees, agents, and independent contractors for any injury or damaged to the person, property, or business of CONTRACTOR's agents, employees, sub-contractors, or other persons, for which injury or damages result 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 this 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 arising from CONTRACTORs performance of this Agreement or any breach or default of Contractor.

11. **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.



12. **NONASSIGNMENT.** CONTRACTOR shall not, without prior consent of CITY, assign this contract or any portion hereof. This Agreement is hereby deemed to be of a personal service contact nature, thus, subcontracting any portion of this Agreement is prohibited. Any unauthorized assignment shall be void and shall terminate the Agreement at CITY's option. CONTRACTOR's interest in this Agreement is not assignable by operation of law.
13. **ACCESS TO RECORDS / AUDIT.** CONTRACTOR shall maintain books, records, documents, time and costs accounts and other evidence directly related to its performance of services under this Agreement. All-time records and cost data shall be maintained in accordance with generally accepted accounting principles. CONTRACTOR shall also maintain the financial information and data necessary to determine overhead rates in accordance with the requirements of Federal and State regulatory agencies and this Agreement. CITY, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents, and other evidence for inspection, audit and copying. Copying of CONTRACTOR books, records, documents, time records and cost accounts, and other evidence shall be at CITY's expense.

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.

14. **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](mailto:cityclerkemail@kissimmee.gov) and 101 Church Street, Kissimmee, Florida 34741.**

- a. If CITY's Custodian of Records requests records from CONTRACTOR, CONTRACTOR shall provide CITY's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost 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 CONTRACTOR does not transfer the records to CITY.



- c. Upon completion of this Agreement, 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 CITY, upon request from 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

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. **APPLICABLE LAWS.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Florida.
17. **JURY TRIAL WAIVER/VENUE/WAIVER OF ATTORNEY FEES.** CONTRACTOR agrees to waive the right to a jury trial in any action, proceeding, or counterclaim. Venue shall be Osceola County, Florida. Each Party waives the right to attorney fees in any action to enforce this Agreement.
18. **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.
19. **NOTICES.** All notices and demands shall be sent U.S. Certified Mail, return receipt to:

**As to CONTRACTOR:**

**As to CITY:**

CITY of Kissimmee  
CITY Attorney's Office  
101 Church Street  
Kissimmee, FL 34741

20. **ENTIRETY OF AGREEMENT.** This Agreement, including any Exhibits and Attachments 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.
21. **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.
22. **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.

23. **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.
24. **EXHIBITS AND ATTACHMENTS.** The Exhibits and Attachments listed hereto are incorporated by reference and will be binding on the Parties. In the event of any inconsistency between the Exhibits and 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:

**CITY OF KISSIMMEE**

By: \_\_\_\_\_  
Olga Gonzalez, Mayor-Commissioner

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
CITY Clerk

Approved as to form and legal sufficiency:

\_\_\_\_\_  
CITY Attorney

\_\_\_\_\_  
NICOPAT, LLC.

By: NICOLAS MEDINA

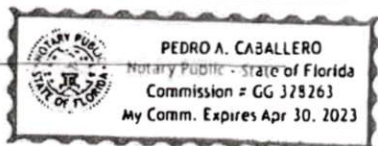
Title: PRESIDENT

Date: 12/15/2015

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 15TH day of DECEMBER, 2021, by means of ☒ physical presence or ☐ online notarization, by Nicolas R. Medina as President for NICOPAT LLC, a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:



Notary: \_\_\_\_\_

Print Name: Pedro A. Caballero

My Commission Expires: Apr 30, 2023

## Exhibit "A"

**PRICE SHEET**

## Service Work Hourly Rate Plumbing

| Group | Description         | Approximate Annual Usage | Unit | Unit Price | (Unit Price X Annual Usage)<br>Total Cost |
|-------|---------------------|--------------------------|------|------------|-------------------------------------------|
| 1     | Master              | 260                      | Hrs. | 105.00     | 27,300                                    |
| 2     | Journeyman          | 260                      | Hrs. | 85.00      | 22,100                                    |
| 3     | Apprentice          | 50                       | Hrs. | 58.00      | 2,900                                     |
|       |                     |                          |      |            |                                           |
|       | Totals ( 1 + 2+ 3 ) |                          |      |            | \$52,300                                  |

|                                            |  |        |
|--------------------------------------------|--|--------|
| Overtime Man Hour Rate (1.5 Standard Rate) |  | 124.00 |
|--------------------------------------------|--|--------|

|                                     |  |     |
|-------------------------------------|--|-----|
| Master Mark-Up from wholesale rates |  | 10% |
|-------------------------------------|--|-----|

Nicolas Medina

Contractor Name

or

Not Applicable



**ATTACHMENT "A"**  
**Price Sheet**

1. CONTRACTOR shall commence with coordination, preparation and training in anticipation of providing Services upon receipt of the notice to proceed from the CITY. On an as needed basis the CITY shall submit a Notice to the CONTRACTOR, for the services required. CONTRACTOR shall provide the CITY with an estimate for the work requested, including labor, materials and supplies. If necessary CONTRACTOR shall meet with CITY staff, and CITY Contractors, architects, and engineers about projects and other concerns as they relate to work requested.
2. CONTRACTOR must be available to staff by telephone, and responsive by email, and facsimile to inquiries submitted about services rendered and ongoing.
3. CONTRACTOR shall provide reports on work performed which will be submitted to the CITY in an in electronic format.
4. CONTRACTOR shall observe and comply with the requirements of Chapter 119, Florida Statutes, (Public Records Law), Chapter 286, Florida Statutes, (Sunshine Law) and Chapter 112, Florida Statutes, (Code of Ethics). CONTRACTOR will comply with the CITY's policies and procedures in observing the requirements of said laws.

**AGREEMENT BETWEEN CITY OF KISSIMMEE  
and Air Mechanical and Service Corp**

**THIS AGREEMENT** is made and entered this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida whose address is 101 Church Street, Kissimmee, FL 34741 (hereinafter "**CITY**") and **Air Mechanical and Service Corp**, a Florida Limited Liability Company, whose address is **325 Anchor Road Casselberry, FL 32707** hereinafter referred to as ("**CONTRACTOR**"), and each represents as follows:

**WHEREAS**, CITY desires to retain services of competent and qualified Contractors to provide professional services to support CITY with on-going general mechanical, electrical and plumbing services on an as-needed basis to minimize response time and improve customer service;

**WHEREAS**, CITY advertised RFQ 2022-001 for Mechanical, Electrical, and Plumbing Trade (MEP) Continuing Services wherein firms submitted qualifications which were reviewed, evaluated, and scored by the Selection Committee; and

**WHEREAS**, based on the competitive selection process, CITY determined that **Air Mechanical and Service Corp** is qualified to provide the services sought and desires to award this Agreement to CONTRACTOR consistent with the terms, conditions and requirements of the above-referenced RFQ.

**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.** The term of this Agreement shall be from the time of execution of the contract, through **11/20/2023**, with three (3) automatic one (1) year renewal periods unless otherwise terminated by the terms and conditions of this Agreement
3. **SCOPE OF SERVICES.** CONTRACTOR shall provide mechanical, electrical and plumbing repairs and maintenance on an as needed basis in accordance with the RFQ, including any all addenda thereto, and CONTRACTOR's responsive qualifications attached hereto and incorporated herein as Exhibit "A". CONTRACTOR is licensed to perform these services by the State of Florida. CONTRACTOR's Scope of Services are further enumerated and described in Attachment "A".
4. **REPRESENTATIONS.** CONTRACTOR hereby represents to CITY that:
  - a. It has the experience and skill to perform the services required by this Agreement.

- b. It will provide and employ personnel qualified and experienced in their profession to perform the services required. 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.
  - c. It 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. CONTRACTOR shall, upon request, provide CITY with proof of certification compliance.
  - d. It 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 the 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 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 CONTRACTOR for services as set forth in the Fee Schedule contained in Attachment "B", the total contract amount shall not exceed the sum of Fifty Thousand DOLLARS (\$ 50,000.00) annually. 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 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 this Agreement and any renewals, CONTRACTOR, at its sole cost and expense, 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 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.

8. **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 the 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, CITY may adjust any payment to take into account any additional costs to be incurred by CITY due to such default.
- B. CONTRACTOR may terminate this Agreement for cause if CITY fails to pay CONTRACTOR as provided herein, or CONTRACTOR can no longer adequately meet the scope of service in the Agreement. CONTRACTOR shall notify CITY of its intention to terminate with thirty (30) days notice provided by certified letter to the CITY's designated representative. If adequate assurances

are not given to CONTRACTOR within fifteen (15) days of the receipt by CITY of said show cause notice, then CONTRACTOR may consider CITY to be in default and may immediately terminate this Agreement.

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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.

10. **INDEMNIFICATION.** To the extent permitted by law, CONTRACTOR hereby releases and waives all claims against CITY, its officers, employees, agents, and independent contractors for any injury or damaged to the person, property, or business of CONTRACTOR's agents, employees, sub-contractors, or other persons, for which injury or damages result 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 this 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 arising from CONTRACTORs performance of this Agreement or any breach or default of Contractor.

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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.

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**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](mailto:cityclerkemail@kissimmee.gov) and 101 Church Street, Kissimmee, Florida 34741.**

- a. If CITY's Custodian of Records requests records from CONTRACTOR, CONTRACTOR shall provide CITY's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost 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 CONTRACTOR does not transfer the records to CITY.

- c. Upon completion of this Agreement, 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 CITY, upon request from 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

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. **APPLICABLE LAWS.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Florida.
17. **JURY TRIAL WAIVER/VENUE/WAIVER OF ATTORNEY FEES.** CONTRACTOR agrees to waive the right to a jury trial in any action, proceeding, or counterclaim. Venue shall be Osceola County, Florida. Each Party waives the right to attorney fees in any action to enforce this Agreement.
18. **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.
19. **NOTICES.** All notices and demands shall be sent U.S. Certified Mail, return receipt to:
 

|                          |                                                                                                               |
|--------------------------|---------------------------------------------------------------------------------------------------------------|
| <b>As to CONTRACTOR:</b> | <b>As to CITY:</b><br>CITY of Kissimmee<br>CITY Attorney's Office<br>101 Church Street<br>Kissimmee, FL 34741 |
|--------------------------|---------------------------------------------------------------------------------------------------------------|
20. **ENTIRETY OF AGREEMENT.** This Agreement, including any Exhibits and Attachments 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.
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24. **EXHIBITS AND ATTACHMENTS.** The Exhibits and Attachments listed hereto are incorporated by reference and will be binding on the Parties. In the event of any inconsistency between the Exhibits and 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:

**CITY OF KISSIMMEE**

By: \_\_\_\_\_  
Olga Gonzalez, Mayor-Commissioner

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
CITY Clerk

Approved as to form and legal sufficiency:

\_\_\_\_\_  
CITY Attorney

Air Mechanical & Service Corporation

By: Lance Gorney- 

Title: Vice-President

Date: 01.04.21

STATE OF FLORIDA  
COUNTY OF: Seminole

The foregoing instrument was acknowledged before me this 4th day of January, 2022, by means of ☒ physical presence or ☐ online notarization, by Lance Gorney as Vice-President for Air Mechanical & Service Corporation, a Florida corporation, who is personally known to me or has produced identification.

Notary Seal: 

Notary:

Print Name: Karen A. Matthews  
My Commission Expires: September 22, 2024





# PRICE SHEET

## Service Work Hourly Rate Mechanical

| Group | Description          | Approximate Annual Usage | Unit | Unit Price | (Unit Price X Annual Usage)<br>Total Cost |
|-------|----------------------|--------------------------|------|------------|-------------------------------------------|
| 1     | Master               | 520                      | Hrs. | \$ 88.00   | \$ 45,760.00                              |
| 2     | Journeyman           | 260                      | Hrs. | \$ 75.00   | \$ 19,500.00                              |
| 3     | Apprentice           | 50                       | Hrs. | \$ 40.00   | \$ 2,000.00                               |
|       |                      |                          |      |            |                                           |
|       | Totals ( 1 + 2 + 3 ) |                          |      |            | \$ 67,260.00                              |

|                                            |  |          |
|--------------------------------------------|--|----------|
| Overtime Man Hour Rate (1.5 Standard Rate) |  | \$132.00 |
|--------------------------------------------|--|----------|

|                                     |  |     |
|-------------------------------------|--|-----|
| Master Mark-Up from wholesale rates |  | 10% |
|-------------------------------------|--|-----|

Air Mechanical & Service Corp

Contractor Name

or

Not Applicable

**ATTACHMENT "A"**  
**Price Sheet**

1. CONTRACTOR shall commence with coordination, preparation and training in anticipation of providing Services upon receipt of the notice to proceed from the CITY. On an as needed basis the CITY shall submit a Notice to the CONTRACTOR, for the services required. CONTRACTOR shall provide the CITY with an estimate for the work requested, including labor, materials and supplies. If necessary CONTRACTOR shall meet with CITY staff, and CITY Contractors, architects, and engineers about projects and other concerns as they relate to work requested.
2. CONTRACTOR must be available to staff by telephone, and responsive by email, and facsimile to inquiries submitted about services rendered and ongoing.
3. CONTRACTOR shall provide reports on work performed which will be submitted to the CITY in an in electronic format.
4. CONTRACTOR shall observe and comply with the requirements of Chapter 119, Florida Statutes, (Public Records Law), Chapter 286, Florida Statutes, (Sunshine Law) and Chapter 112, Florida Statutes, (Code of Ethics). CONTRACTOR will comply with the CITY's policies and procedures in observing the requirements of said laws.

**AGREEMENT BETWEEN CITY OF KISSIMMEE  
and Folsom Services, Inc**

**THIS AGREEMENT** is made and entered this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida whose address is 101 Church Street, Kissimmee, FL 34741 (hereinafter "**CITY**") and **Folsom Services Inc**, a Florida Limited Liability Company, whose address is 25 East 13<sup>th</sup> Street Saint Cloud, FL 34769 hereinafter referred to as ("**CONTRACTOR**"). and each represents as follows:

**WHEREAS**, CITY desires to retain services of competent and qualified Contractors to provide professional services to support CITY with on-going general mechanical, electrical and plumbing services on an as-needed basis to minimize response time and improve customer service;

**WHEREAS**, CITY advertised RFQ 2022-001 for Mechanical, Electrical, and Plumbing Trade (MEP) Continuing Services wherein firms submitted qualifications which were reviewed, evaluated, and scored by the Selection Committee; and

**WHEREAS**, based on the competitive selection process, CITY determined that **Folsom Services, Inc** is qualified to provide the services sought and desires to award this Agreement to CONTRACTOR consistent with the terms, conditions and requirements of the above-referenced RFQ.

**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.** The term of this Agreement shall be from the time of execution of the contract, through 11/20/2023, with three (3) automatic one (1) year renewal periods unless otherwise terminated by the terms and conditions of this Agreement
3. **SCOPE OF SERVICES.** CONTRACTOR shall provide mechanical, electrical and plumbing repairs and maintenance on an as needed basis in accordance with the RFQ, including any all addenda thereto, and CONTRACTOR's responsive qualifications attached hereto and incorporated herein as Exhibit "A". CONTRACTOR is licensed to perform these services by the State of Florida. CONTRACTOR's Scope of Services are further enumerated and described in Attachment "A".
4. **REPRESENTATIONS.** CONTRACTOR hereby represents to CITY that:
  - a. It has the experience and skill to perform the services required by this Agreement.

- b. It will provide and employ personnel qualified and experienced in their profession to perform the services required. 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.
  - c. It 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. CONTRACTOR shall, upon request, provide CITY with proof of certification compliance.
  - d. It 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 the 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 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 CONTRACTOR for services as set forth in the Fee Schedule contained in Attachment "B". the total contract amount shall not exceed the sum of Fifty Thousand DOLLARS (\$ 50,000.00) annually. 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 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 this Agreement and any renewals, CONTRACTOR, at its sole cost and expense, 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 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.

8. **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 the 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, CITY may adjust any payment to take into account any additional costs to be incurred by CITY due to such default.
- B. CONTRACTOR may terminate this Agreement for cause if CITY fails to pay CONTRACTOR as provided herein, or CONTRACTOR can no longer adequately meet the scope of service in the Agreement. CONTRACTOR shall notify CITY of its intention to terminate with thirty (30) days notice provided by certified letter to the CITY's designated representative. If adequate assurances



are not given to CONTRACTOR within fifteen (15) days of the receipt by CITY of said show cause notice, then CONTRACTOR may consider CITY to be in default and may immediately terminate this Agreement.

9. **TERMINATION FOR CONVENIENCE.** CITY reserves the right to terminate this Agreement in whole or in part, including termination specific to location, by giving CONTRACTOR written notice at least thirty (30) days prior to effective date of termination. Upon receipt of termination from the CITY, CONTRACTOR shall only provide those services specifically approved or directed by CITY. 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 CONTRACTOR for payment of any outstanding obligations to the extent such responsibility has not been excused by breach or default of 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.

10. **INDEMNIFICATION.** To the extent permitted by law, CONTRACTOR hereby releases and waives all claims against CITY, its officers, employees, agents, and independent contractors for any injury or damaged to the person, property, or business of CONTRACTOR's agents, employees, sub-contractors, or other persons, for which injury or damages result 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 this 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 arising from CONTRACTORs performance of this Agreement or any breach or default of Contractor.

11. **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.

12. **NONASSIGNMENT.** CONTRACTOR shall not, without prior consent of CITY, assign this contract or any portion hereof. This Agreement is hereby deemed to be of a personal service contact nature, thus, subcontracting any portion of this Agreement is prohibited. Any unauthorized assignment shall be void and shall terminate the Agreement at CITY's option. CONTRACTOR's interest in this Agreement is not assignable by operation of law.
13. **ACCESS TO RECORDS / AUDIT.** CONTRACTOR shall maintain books, records, documents, time and costs accounts and other evidence directly related to its performance of services under this Agreement. All-time records and cost data shall be maintained in accordance with generally accepted accounting principles. CONTRACTOR shall also maintain the financial information and data necessary to determine overhead rates in accordance with the requirements of Federal and State regulatory agencies and this Agreement. CITY, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents, and other evidence for inspection, audit and copying. Copying of CONTRACTOR books, records, documents, time records and cost accounts, and other evidence shall be at CITY's expense.

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.

14. **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](mailto:cityclerkemail@kissimmee.gov) and 101 Church Street, Kissimmee, Florida 34741.**

- a. If CITY's Custodian of Records requests records from CONTRACTOR, CONTRACTOR shall provide CITY's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost 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 CONTRACTOR does not transfer the records to CITY.

- c. Upon completion of this Agreement, 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 CITY, upon request from 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

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. **APPLICABLE LAWS.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Florida.
17. **JURY TRIAL WAIVER/VENUE/WAIVER OF ATTORNEY FEES.** CONTRACTOR agrees to waive the right to a jury trial in any action, proceeding, or counterclaim. Venue shall be Osceola County, Florida. Each Party waives the right to attorney fees in any action to enforce this Agreement.
18. **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.
19. **NOTICES.** All notices and demands shall be sent U.S. Certified Mail, return receipt to:

**As to CONTRACTOR:**

**As to CITY:**

CITY of Kissimmee  
CITY Attorney's Office  
101 Church Street  
Kissimmee, FL 34741

20. **ENTIRETY OF AGREEMENT.** This Agreement, including any Exhibits and Attachments 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.
21. **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.
22. **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.

23. **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.
24. **EXHIBITS AND ATTACHMENTS.** The Exhibits and Attachments listed hereto are incorporated by reference and will be binding on the Parties. In the event of any inconsistency between the Exhibits and 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:

**CITY OF KISSIMMEE**

By: \_\_\_\_\_  
Olga Gonzalez, Mayor-Commissioner

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
CITY Clerk

Approved as to form and legal sufficiency:

\_\_\_\_\_  
CITY Attorney

*Folsom Services Inc.* \_\_\_\_\_

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

Title: *President* \_\_\_\_\_

Date: *1/4/2022* \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF *Osceola* \_\_\_\_\_

The foregoing instrument was acknowledged before me this *4*  
day of *January*, 202*2*, by means of ☒ physical presence or ☐  
online notarization, *2022*  
by *William Folsom* as \_\_\_\_\_ for \_\_\_\_\_  
\_\_\_\_\_, a Florida corporation, who is personally known to  
me or has produced identification. *7425-932-57-0530*

Notary Seal:

Notary: *Diana Owens*

Print Name: *Diana Owens*

My Commission Expires:



# PRICE SHEET

## Service Work Hourly Rate Electrical

| Group | Description          | Approximate Annual Usage | Unit | Unit Price | (Unit Price X Annual Usage) Total Cost |
|-------|----------------------|--------------------------|------|------------|----------------------------------------|
| 1     | Master Electrician   | 520                      | Hrs. | \$120.00   | \$62,400.00                            |
| 2     | Journeyman           | 260                      | Hrs. | \$105.00   | \$27,300.00                            |
| 3     | Apprentice           | 260                      | Hrs. | \$75.00    | \$19,500.00                            |
|       |                      |                          |      |            |                                        |
|       | Totals ( 1 + 2 + 3 ) |                          |      |            | \$109,200.00                           |

|                                            |  |  |
|--------------------------------------------|--|--|
| Overtime Man Hour Rate (1.5 Standard Rate) |  |  |
|--------------------------------------------|--|--|

|                                     |  |     |
|-------------------------------------|--|-----|
| Master Mark-Up from wholesale rates |  | 10% |
|-------------------------------------|--|-----|

Folsom Services

---

 Contractor Name

or

---

 Not Applicable

**ORIGINAL**

**ATTACHMENT "A"**  
**Price Sheet**

1. CONTRACTOR shall commence with coordination, preparation and training in anticipation of providing Services upon receipt of the notice to proceed from the CITY. On an as needed basis the CITY shall submit a Notice to the CONTRACTOR, for the services required. CONTRACTOR shall provide the CITY with an estimate for the work requested, including labor, materials and supplies. If necessary CONTRACTOR shall meet with CITY staff, and CITY Contractors, architects, and engineers about projects and other concerns as they relate to work requested.
2. CONTRACTOR must be available to staff by telephone, and responsive by email, and facsimile to inquiries submitted about services rendered and ongoing.
3. CONTRACTOR shall provide reports on work performed which will be submitted to the CITY in an in electronic format.
4. CONTRACTOR shall observe and comply with the requirements of Chapter 119, Florida Statutes, (Public Records Law), Chapter 286, Florida Statutes, (Sunshine Law) and Chapter 112, Florida Statutes, (Code of Ethics). CONTRACTOR will comply with the CITY's policies and procedures in observing the requirements of said laws.

## ITEM 7.C

### RESCUE UNIT 112 RE-CHASSIS 2022

#### Request

Approval to purchase a Freightliner M2 106 Chassis through Excellance, Inc. for the re-chassis and refurbishment of FD117 (Rescue 112) as well as approval to transfer \$15,000 from the Fire Department's Vehicle Maintenance account to Sales Tax Fund project ST2206 to cover cost increases.

#### Explanation

The Fire Department is requesting to have FD117 (Rescue 112) re-chassised and refurbished by Excellance, Inc. A Freightliner M2 106 Chassis will be purchased and the original Chevrolet chassis currently on FD117 will be traded in towards this purchase. This is a sole source project as Excellance, Inc. must be utilized in order to maintain and extend the warranty. This work will extend the warranty of the existing box for an additional 25 years. The re-mount of this unit will continue standardizing the fleet with the addition of a second HVAC unit added to the rear patient compartment.

Unfortunately, due to the current challenging economic conditions, the price of the chassis has increased from what was originally budgeted. An increase to Project ST2206 in the amount \$15,000.00 will be needed to move forward with the improvements to FD117 (Rescue 112).

#### Original Cost:

|                            |               |
|----------------------------|---------------|
| Cost of Unit               | \$204,901.57  |
| Less Prepayment Discount   | \$ - 1,992.55 |
| Less Trade Allowance FD117 | \$ - 8,000.00 |
| TOTAL                      | \$194,909.02  |

#### New Cost:

|                            |               |
|----------------------------|---------------|
| Cost of Unit               | \$216,673.57  |
| Less Prepayment Discount   | \$ - 1,055.71 |
| Less Trade Allowance FD117 | \$ - 8,000.00 |
| TOTAL                      | \$207,617.86  |

#### Financial Information

| Account #       | Project # | Increase / Decrease | Budget | Actual   |
|-----------------|-----------|---------------------|--------|----------|
| 00135203 504649 | ST2206    | Decrease            |        | \$15,000 |
| 10435206 506495 |           | Increase            |        | \$15,000 |

#### Financial Summary:

\$15,000 is being transferred from the Fire Department's Vehicle Maintenance account (general fund) to the sales tax fund project ST2206 to cover additional fees due to the current economic conditions.

### **Recommendation**

Staff recommends approval to purchase a Freightliner M2 106 Chassis through Excellance, Inc. for the re-chassis and refurbishment of FD117 (Rescue 112) as well as approval to transfer \$15,000 from the Fire Department's Vehicle Maintenance account to Sales Tax Fund project ST2206 to cover cost increases.

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

Approve

Department: Fire

Presenter:

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

1. RM1540 Kissimmee Invoice 12-20-21 (Revised Chassis)
2. RMQ19.1 - Kissimmee 2022 12.20.21 CE
3. Freightliner and Western Star Pricing



**EXCELLANCE, INC.**

453 LANIER ROAD  
MADISON, AL 35758  
(256) 772-9321

INVOICE NUMBER: RM1540  
INVOICE DATE: 11/22/2021  
ORDER NUMBER:  
ORDER DATE:  
CUSTOMER NO.: 0000472

**SOLD TO:**

Kissimmee Fire Department  
Attn: Joe Leone  
101 Church Street  
Suite 200  
KISSIMMEE, FL 34741

**SHIP TO:**

CUSTOMER P.O.

SHIP VIA

F.O.B.

TERMS

Attn: Chief Joseph Leone

COD

ITEM NO.

UNIT

ORDERED

SHIPPED

BACK ORDER

PRICE

AMOUNT

/REM

EA

1.000

0.000

0.000

207,617.86

207,617.86

REMOUNT

RM1540: Excellance type EHD ambulance remounted on a 2023 Freightliner M2 chassis.

NET INVOICE:

0.00

LESS DISCOUNT:

0.00

FREIGHT:

SALES TAX:

0.00

**INVOICE TOTAL****207,617.86**

**REMOUNT PRICING**  
**Version 19.1**

Page 95 of 282

**EXCELLANCE, Inc**  
453 Lanier Road, Madison, Alabama 35758  
1-800-882-9799

**REMOUNT VERSION 19.1**

12/20/2021 16:26

|                                  |             |
|----------------------------------|-------------|
| UNIT NUMBER:                     | RM1540      |
| QUOTED BY:                       | JLP         |
| ORIGINAL EXCELLANCE UNIT NUMBER: | 2083/RM1194 |
| ORIGINAL DATE OF QUOTE:          | 10/15/2021  |

**CUSTOMER INFORMATION**

|                                                                                                                                                 |                                                                                     |              |                   |
|-------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|--------------|-------------------|
| NAME:                                                                                                                                           | Kissimmee Fire Department                                                           | FILE NAME:   | Kissimmee RMQ19.1 |
| ADDRESS:                                                                                                                                        | 101 Church Street, Suite 200                                                        | NAME OF REP: | Factory Direct    |
|                                                                                                                                                 | Kissimmee, FL 34741                                                                 | ADDRESS:     | 453 Lanier Road   |
|                                                                                                                                                 |                                                                                     |              | Madison, AL 35758 |
| PHONE:                                                                                                                                          | 407.518.2222 (office) 630.991.7551 (cell) / 407.518.2206 (desk) 407.709.0570 (cell) |              |                   |
| FAX:                                                                                                                                            | 407.933.8604                                                                        | PHONE:       | 800.882.9799      |
| CONTACT:                                                                                                                                        | Joe Leone, Deputy Fire Chief / Eric Gentry, Battalion Chief, EMS & Safety Bureau    | FAX:         | 256.772.8792      |
| E-MAIL:                                                                                                                                         | joseph.leone@Kissimmee.gov / eric.gentry@kissimmee.gov                              | PROJECT MGR: | Jeff Plain        |
| This person is authorized to make changes to the vehicle and/ or contract that may affect the final design, configuration and cost of the unit. |                                                                                     |              |                   |

**SALES SUMMARY**

|                                                          |                     |
|----------------------------------------------------------|---------------------|
| CHASSIS:                                                 | \$79,063.00         |
| BASE PRICE FOR CONVERSION (Includes all standard items): | \$32,431.47         |
| PRICE FOR OPTIONS:                                       | \$54,311.54         |
| CUSTOMER NOTES AND SPECIAL REQUESTS:                     | \$43,967.56         |
| MANUFACTURING CREDIT:                                    | \$0.00              |
| "LOOSE" EQUIPMENT:                                       | \$0.00              |
| FACTORY PAID TRANSPORTATION:                             | \$4,400.00          |
| CONTINGENCY ALLOWANCE:                                   | \$2,500.00          |
| DEALER PROVIDED / INSTALLED ITEMS:                       | \$0.00              |
| LESS PRE-PAYMENT DISCOUNT:                               | (\$1,055.71)        |
| OEM CONCESSION:                                          | \$0.00              |
| <b>COST OF UNIT:</b>                                     | <b>\$215,617.86</b> |

**How "Cost of Unit" will be paid:**

|                                   |                     |
|-----------------------------------|---------------------|
| DEPOSIT WITH ORDER:               | \$0.00              |
| CHASSIS TRADE-IN CREDIT:          | (\$8,000.00)        |
| <b>BALANCE DUE UPON DELIVERY:</b> | <b>\$207,617.86</b> |

**REMOUNT PRICING**  
**Version 19.1**

THIS QUOTE IS VALID ONLY IF ACCEPTED BY **BOTH** PURCHASER AND EXCELLANCE WITHIN **60** DAYS OF: 12/20/2021

ANY ITEM NOT "SELECTED" ON THIS ORDER WILL NOT BE INCLUDED IN THE PRICE FOR THE VEHICLE.  
AFTER THIS ORDER HAS BEEN ACCEPTED BY EXCELLANCE, ALL CHANGES MUST BE APPROVED  
BY EXCELLANCE AND EACH CHANGE WILL BE ASSESSED A \$250.00 ENGINEERING CHARGE.

COMPLETION OF VEHICLE IS ANTICIPATED TO BE 120 DAYS FROM THE LATTER OF: (A) RECEIPT OF CHASSIS, OR  
(B) RECEIPT OF ALL PARTS SUPPLIED BY PURCHASER (e.g., CUSTOMER AND/OR DEALER), OR  
(C) RECEIPT OF WRITTEN PURCHASE ORDER WITH A COMPLETE COPY OF THIS ORDER (WITH ALL QUESTIONS  
ANSWERED AND EXECUTED BY PURCHASER).

ALL ENGINEERING DRAWINGS IF APPLICABLE MUST BE INITIALED BY THE CUSTOMER BEFORE WORK IS BEGUN OR BEFORE  
PARTS WILL BE ORDERED BY EXCELLANCE.

**STATUS OF THIS ORDER**

PLEASE FILL IN THE DATE AND TIME THE QUOTE WAS GENERATED: **11/15/2021**

( 1 ) B. This quote has been revised to reflect changes from the initial quote and supersedes

**ADDITIONAL TERMS AND CONDITIONS AT END OF THIS DOCUMENT ARE INCORPORATED HERE IN BY REFERENCE.**  
**APPROVED AND ACCEPTED BY:**

|                   |                 |
|-------------------|-----------------|
| PURCHASER: _____  | DATE: _____     |
| TITLE: _____      | P. O. # : _____ |
| DATE: _____       |                 |
| SALESMAN: _____   | DATE: _____     |
| EXCELLANCE: _____ | DATE: _____     |

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**REMOUNT UNIT DESCRIPTION**

|                                        |                          |
|----------------------------------------|--------------------------|
| TYPE OF UNIT:                          | Type I - EHD             |
| ORIGINAL BODY MANUFACTURER:            | Excellance               |
| MODEL/ MAKE/ YEAR:                     | M2 / Freightliner / 2015 |
| CHASSIS VEHICLE IDENTIFICATION NUMBER: | 1FVACWDT5FHGA9990        |
| CAB TO AXLE MEASUREMENT:               | 104"                     |
| WHEELBASE MEASUREMENT:                 | 168"                     |

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**CURRENT CHASSIS ODOMETER READING** (Required if Excellance takes ownership of the take-off chassis):

**TBD**

**DESCRIPTION OF ANY CHASSIS DAMAGE** (Required if Excellance takes ownership of the take-off chassis):

**TBD**

Excellance to take ownership of Take-Off Chassis- **Enter as a negative number the amount for the chassis credit here:**

**MAKE THE CHASSIS ROADWORTHY**  
**CHASSIS**

Excellance Supplied Chassis

**THE FOLLOWING FIELDS DESCRIBING THE NEW CHASSIS MUST BE FILLED OUT REGARDLESS OF WHO IS SUPPLYING IT.**

ENTER MODEL YEAR FOR NEW CHASSIS:

**2023**

ENTER MODEL OF NEW CHASSIS:

**M2**

ENTER MAKE OF NEW CHASSIS:

**Freightliner**

ENTER CAB TO AXLE MEASUREMENT OF NEW CHASSIS:

**104"**

ENTER WHEELBASE MEASUREMENT OF NEW CHASSIS:

**170"**

**THE REMOUNT WILL HAVE THE FOLLOWING WORK INCLUDED IN THE STANDARD BASE CONVERSION:**

**CHASSIS INSPECTION**

Inspected for damage and defects upon delivery

Test Drive

The chassis shall be inspected against (A) Excellance's Chassis order, and (B) the specifications supplied by the customer/ dealer.

All loose equipment received with the chassis shall be inventoried and stored.

All chassis functions shall be tested for proper operation (accelerator, brakes, headlights, wipers, horn, radio, air conditioner, gauges, dome lights, turn signals, parking lights, etc.).

**CHASSIS WORK TO BE PERFORMED**

Heat Shields shall be installed above the exhaust system.

Chassis shall have undercoating applied.

Exhaust modifications shall be performed as necessary.

Air valve extensions shall be installed on the rear inner tires.

New mounting hardware shall be installed including: Grade 8 bolts, washers, nylon lock-nuts, spacers, outriggers (Type I units only)

New mounting bracket for the rear bumper shall be installed to the chassis frame.

Chassis high idle system shall be connected and operational.

Chassis electrical charging/ battery system shall be connected to the module electrical system.

New Chassis emergency light wiring shall be installed (Grille, Intersection lights, etc.)

All power cables connecting the chassis electrical system to the modular electrical system shall be replaced.

The chassis fuel fill shall be installed in accordance with current QVM standards.

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Modular Air conditioning system shall have a vacuum performed and shall be recharged with 134A Freon with ultra-violet leak identification air conditioning oil dye installed into the system.

The module to chassis heater valves and pump shall be replaced.

Chassis to module attachment shall be finished off via Excellance fabricated close out panels and a rubber seal on a Type III units. A cab to module rubber accordion style boot shall be installed on EHD and Type I units.

New Front module mounted stone guards.

New back-up alarm

Reattach all existing Radio wiring disconnected from the chassis by Excellance during the remount process.

**THIS IS LIMITED TO TWO (2) RADIO SYSTEMS - ADDITIONAL PRICING WILL BE ADDED FOR VEHICLES WITH MORE THAN TWO RADIO SYSTEMS.**

"No Smoking" Fasten Your Seatbelt" sticker shall be installed in the chassis cab.

**ADDITIONAL ITEMS TO BE PROVIDED**

A professional Front End Alignment shall be performed on the chassis upon completion of the remount process.

The Fuel tank shall be full of fuel upon completion of the remount process.

All chassis engine fluid levels shall be inspected and adjusted as necessary.

Chassis tire pressure shall be inspected and adjusted as needed.

All hinges, latches, locks, door hold open devices etc. shall be lubricated.

Headlights shall be adjusted to the proper level.

The interior and exterior of the ambulance body and chassis cab shall be professionally washed and detailed.

**DOCUMENTS AND CERTIFICATIONS TO BE PROVIDED**

Excellance shall provide electrical diagrams for all circuits added during the remount process.

Vehicle shall have a weight certificate documented and installed on the unit.

Air Conditioning shall have a certificate documenting Freon capacity.

Oxygen leak test and verification sticker shall be installed on the unit.

Upon full payment a "Bill of Sale", "Odometer Statement" and receipt shall be provided.

**UNLESS OTHERWISE SPECIFIED IN THIS ORDER, ITEMS THAT ARE REMOVED DURING THE REMOUNT PROCESS SHALL BE REINSTALLED IN THE SAME MANNER WITH WHICH THEY WERE ORIGINALLY INSTALLED ONTO THE NEW CHASSIS AND MODULE BODY. VEHICLES WITH EXCESSIVE EQUIPMENT MAY INCUR ADDED CHARGES FOR EQUIPMENT TO BE TRANSFERRED.**

**ALSO INCLUDED IN THE BASE PRICE FOR "REMOUNTING" AN AMBULANCE:**

**EXCELLANCE WILL PERFORM THE FOLLOWING TASKS UPON THE UNIT ARRIVING AT THE FACTORY:**

**Physical Inspection of the Exterior body to include:**

Structural Damage

Condition of paint

Condition of striping and lettering

light housings

Door hardware (handles, hinges & door frames)

Window Frames

Walk- Through or Pass-Through rubber boots (if applicable)

Bumper step (hinges, screws, rivets, rubber dock bumpers)

Compartment doors (handles, hinges, skins, drains, venting, etc.)



**Physical inspection of the Interior Patient Compartment to include:**

**Floor Covering**

**Formica**

**IV hangers**

**Cot Hardware**

**02 outlets**

**Trim (upholstery, aluminum and Trim Lock")**

**Cabinetry (hinges, slides, unistrut, shelves, Plexiglas)**

**Upholstery (seats, head-knockers, arm-rests, etc.)**

**Countertops**

**Attendant Seat and seat base**

**Drawers (slides, latches, etc.)**

**Lighting (lenses, switches, outlets, etc.)**

**Electrical Cabinet (blown fuses, loose wiring, wire chafing, missing components, etc.)**

**ALL LOOSE EQUIPMENT ARRIVING WITH THE VEHICLE SHALL BE INVENTORIED, DOCUMENTED AND STORED UPON THE UNIT ARRIVAL TO THE FACTORY.**

**EXCELLANCE SHALL NOT BE RESPONSIBLE FOR UNDOCUMENTED LOOSE EQUIPMENT LEFT IN THE VEHICLE.**

**PHOTOGRAPHS TO DOCUMENT THE CONDITION OF THE UNIT SHALL BE TAKEN UPON THE UNIT ARRIVAL TO THE FACTORY.**

**ANY ADDITIONAL COSTS DUE TO WORK DEEMED NECESSARY BY EXCELLANCE TO THE MODULAR BODY OR CUSTOMER/ DEALER SUPPLIED CHASSIS SHALL BE ASSESSED AS EARLY AS POSSIBLE DURING THE REMOUNT PROCESS. THE CUSTOMER/ DEALER SHALL BE NOTIFIED OF THE NECESSARY WORK AND ASSOCIATED COSTS FOR THEIR WRITTEN APPROVAL.**

**MANUFACTURING CREDIT:**

The above excludes: "Trade-in" value for any used unit, Loose Equipment, Transportation, and Performance Bonds.

**BASE REMOUNT**

**IF CHOOSING THE SAME BRAND AND MODEL CHASSIS**

( 1 ) Excellance EHD

**OEM CHASSIS OPTIONS**

**OEM LITERATURE**

**CUSTOMER NOTES AND SPECIAL REQUESTS**

The Black Opticom on the cab will transfer. The white puck on the cab WILL NOT transfer. Do NOT cut wires. Return with loose equipment.

A customer supplied Kissimmee Fire Department patch shall be sewn into the headrest of each seat in the cab.

The chassis will come with a rear mounted fuel tank. The aft fuel fill will need to be lowered for proper plumbing.

Reinstall the glove box holder in the cab, attaching to the back wall like RM1509. Install new trimlock around the top edge and on the two inner panels to reduce noise.

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**EXCELLANCE CAB & CHASSIS OPTIONS**

- ( 1 ) Replace tall spacers on front of Freightliner chassis with short spacers to correct angle of departure.

**EXCELLANCE LITERATURE**

- ( 1 ) **Wiring diagram of all conversion circuits and Excellance changes & additions**

**MUD FLAPS**

- ( 1 ) Mud Flaps, 2 Rear

**CAB INTERIOR**

**INTERIOR CAB**

**CUSTOMER NOTES AND SPECIAL REQUESTS**

Replace the existing ignition security system switch only with new Kussmaul Safety Lock.

NOTE: Laptop mount bracket WILL BE reinstalled on cab console if the attached base is square. If not square, return with loose equipment.

Window tint shall be installed on the Chassis brow (5%) and both passenger windows (35%). Verify with Eric Gentry.

**SUSPENSION / DRIVE TRAIN**

- The existing Rear Suspension system operation from the old chassis shall lower with left rear door operation with an override switch on the inside face of the squad bench. This line should only be selected if a rear suspension system existed on the old take off chassis and the operation matches this description.*

**CHASSIS WHEEL COVER OPTIONS**

- ( 1 ) **DELETION CREDIT- Do not paint the outer rims of the chassis with white Krylon paint.**
- ( 1 ) Stainless Steel Hub and Lug nut covers.

**Air Horn Options (IF NOT PROVIDED ON NEW CHASSIS)**

**CUSTOMER NOTES AND SPECIAL REQUESTS**

Ref. Line #1350: Place non-slip tape between the bumper and folding step to reduce noise.

**CHASSIS: EXTERIOR OPTIONS**

**CUSTOMER NOTES AND SPECIAL REQUESTS**

The OEM step plates will be removed and replaced with fabricated brackets and step plates made from grip strut and capped on each end. Fabricate and install diamond plate close out panels to be located between the top and bottom steps. (Reference detailed photos from RM1509)

**MODULE / CAB PAINT**

**Module Interior Paint**

- ( 1 ) Paint module interior - complete

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**Module Exterior Paint**

( 1 ) Paint module only any other color than white

Specify the paint Color Code: **Victory Red**

The paint finish will be hand glazed with a non-wax based product.

**CUSTOMER NOTES AND SPECIAL REQUESTS**

Supply and install (3) Silver Snap Frame Brackets (14" x 14" Interior). Locations will be per the attached Paint Drawings (Rear, Streetside and Curbside). Customer already has placards.

**Module Striping** **NOTE: Whenever possible please provide pictures and/or drawings of the desired paint stripe layout.**

**DELETE PAINTING THE CHASSIS TO MATCH THE BODY. NOTE: SELECT THIS ONLY WHEN THE MODULE**

**BODY IS BEING FULLY REPAINTED.**

**REFLECTIVE "SCOTCHLITE" STRIPING.** **NOTE: Specify the number of Scotchlite stripes in the column next to the correct width of the stripe. Attach a diagram of the desired stripe layout to this order.**

( 2 ) 1 inch Reflective Stripe

( 1 ) 6 inch Reflective Stripe

Specify the color of the 1st reflective stripe: **1" White**  
Specify the Location of the 1st reflective stripe: **Ref. RM1509**

Specify the color of the 2nd reflective stripe: **6" White**  
Specify the Location of the 2nd reflective stripe: **Ref. RM1509**

Specify the color of the 3rd reflective stripe: **1" White**  
Specify the Location of the 3rd reflective stripe: **Ref. RM1509**

**CUSTOMER NOTES AND SPECIAL REQUESTS**

Install lettering and graphics package, QRS striping on each side of the SOL on both sides of the body (see attached CAD's and photos of RM1509 for reference).

Supply and install Chevron striping on the rear of the body in the shape of an "A". The striping shall consist of 6" Reflexite striping (Red and Fluorescent Lime). The striping shall be on the entire rear of the body including the rear doors. The lettering on the rear of the body will be installed directly on the paint in lieu of on the Chevron stripes. (Ref. Unit RM1509)

Ref. Line #662 – 669 – The body stripes are in a hush pattern in a folded ribbon shape. This affects the 6" and two 1" reflective stripes. The stripes will have shading at the natural area of folds. The stripes have 1" of red paint showing between 1" and 6" white stripes. See photos of RM1509.

Install a - 16" SOL (One of each side of the body).

**Exterior Compartment Finish**

( 1 ) All exterior compartments finished in gray 3M texturized paint - **When repainting the exterior module body**

**MODULAR BODY:**

**L-1 COMPARTMENT**

( 1 ) Replace compartment light (Enter the number of lights to be replaced)

**ENTER THE TYPE OF COMPARTMENT LIGHT TO BE INSTALLED:**

**LED**

( 1 ) Replace the 9000 series "D" ring handle only WITH #1250 LOCK.

Add a flashing Led red 2" round light to the inside door panel. This light shall activated anytime the door is open and Module Power is on. The light shall be located to the lower outer corner of the door.

**CUSTOMER NOTES AND SPECIAL REQUESTS**

(1) Raise the Flir Thermal Imaging mount as high as possible and centered on the L1 compartment back wall.  
(2) Move the existing Flashlights on plate from the bottom of the aft wall to the center of the back wall between the SCBA brackets. See Drawing for reference.

NOTE: The following items will be reinstalled in the L-1 Compartment: Coat hooks- (1) forward & (1) aft wall, (2) SL45 flashlight chargers stacked low on the aft wall, 2 axe/tool brackets on forward wall and 2 on back wall lower unistrut, (2) SCBA bottle brackets mounted on the back wall (mounted as high as possible), and (2) fire extinguisher brackets 1 on front wall (corner), one on back wall. (Reference Checkin photo and special CAD Drawing)

**L-3 Compartment**

( 2 ) Install additional "standard" lights for compartments on existing circuits (enter the number of lights to be added)

**ENTER THE TYPE OF COMPARTMENT LIGHT TO BE INSTALLED:**

**LED**

( 1 ) Replace the 9000 series "D" ring handle only WITH #1250 LOCK.

( 1 ) Replace the existing Cast aluminum spacer for a 206 style system.

Add a flashing Led red 2" round light to the inside door panel. This light shall activated anytime the door is open and Module Power is on. The light shall be located to the lower outer corner of the door.

**CUSTOMER NOTES AND SPECIAL REQUESTS**

Ref. Line #824: 2" Red LED round light will be on L3/2 primary door.

**L-4 Compartment**

( 1 ) Install additional "standard" lights for compartments on existing circuits (enter the number of lights to be added)

**ENTER THE TYPE OF COMPARTMENT LIGHT TO BE INSTALLED:**

**LED**

( 1 ) Replace the 9000 series "D" ring handle only WITH #1250 LOCK.

( 1 ) Replace inside diamond plate door panel with new diamond plate

Add a flashing Led red 2" round light to the inside door panel. This light shall activated anytime the door is open and

( 1 ) Module Power is on. The light shall be located to the lower outer corner of the door.

**CUSTOMER NOTES AND SPECIAL REQUESTS**

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The size of the existing Impact suction system recess under the action area will be modified to store the Sscor suction canister and bracket. The suction hose will be routed to the recess. The sharps and trash storage located in the L3/2 compartment behind the suction canister storage will be modified to hold only Kissimmee's sharps container (#BD305344). (Note: new solid surface to match change (RM1509) - line #1566).

Permanently eliminate the inside/outside access below the action area prior to installing the new floor covering. The storage area will remain in the L3/2 compartment but will be accessible from the outside only.

Fabricate a cabinet forward of the new suction canister recess. The cabinet will have a 14"H x 14"W x 18"D pass through, to house two med boxes stacked one on top of the other. The total measurements of the two med boxes together are 17"L x 11"W x 8"H. The storage will have one slider door that slides into a pocket. The existing fixed shelf in the L3/2 to be replaced with new (Ref: RM1509).

**R-1 Compartment**

( 1 ) Replace the heavy duty spring type door check

( 1 ) Replace compartment light (Enter the number of lights to be replaced)

**ENTER THE TYPE OF COMPARTMENT LIGHT TO BE INSTALLED:** **LED**

( 1 ) Replace the 9000 series "D" ring handle only WITH #1250 LOCK.

Add a flashing Led red 2" round light to the inside door panel. This light shall activated anytime the door is open and

( 1 ) Module Power is on. The light shall be located to the lower outer corner of the door.

**R-2 Compartment**

*No additional work to be done to this compartment*

**R-4 Compartment**

( 1 ) Replace the heavy duty spring type door check

( 1 ) Replace compartment light (Enter the number of lights to be replaced)

**ENTER THE TYPE OF COMPARTMENT LIGHT TO BE INSTALLED:** **LED**

( 1 ) Replace the 9000 series "D" ring handle only WITH #1250 LOCK.

Add a flashing Led red 2" round light to the inside door panel. This light shall activated anytime the door is open and

( 1 ) Module Power is on. The light shall be located to the lower outer corner of the door.

**CUSTOMER NOTES AND SPECIAL REQUESTS**

The Electric Step should be cleaned and lubricated prior to being reinstalled. The electric step should be battery hot.

**Rear Doors**

( 4 ) Replace or install 1 ea. 3" Grabber door checks (Enter the number of grabbers)

Replace 1 ea. 206 latch with key locking stainless steel 9001 series D-ring handles with gaskets **NOTE: for units**

( 1 ) **that will be getting painted**

( 1 ) Replace interior door handle with a FIXED "L" handle

( 1 ) Install brushed stainless steel kick panel, 9" high at bottom of left rear Door

( 1 ) New Stainless Steel "L" shaped Grab Bar on right rear door

( 1 ) New Stainless Steel "L" shaped Grab Bar on left rear door



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1215 ( 1 ) Add a flashing Led red 2" round light to the interior side of the left rear entry door: This light shall activated anytime the door is open and Module Power is on. The light shall be located to the lower outer corner of the door.

1216 ( 1 ) Add a flashing Led red 2" round light to the interior side of the right rear entry door: This light shall activated anytime the door is open and Module Power is on. The light shall be located to the lower outer corner of the door.

1217

1218 **R-3 Side Entry Personnel Door**

1219 ( 1 ) Replace the heavy duty spring type door check

1225 ( 1 ) Replace the 9000 series "D" ring handle only WITH #1250 LOCK.

1232 ( 1 ) Install new door hinge if body being painted

1234

1245 ( 1 ) Stainless Steel grab handle, 18" long, on inside door

1249 ( 1 ) Add a flashing Led red 2" round light to the interior side of the side entry door: This light shall activated anytime the door is open and Module Power is on. The light shall be located to the lower outer corner of the door.

1251

1252 **Windows**

1253 ( 1 ) Replace fixed window in right rear entry door, with privacy tint (Enter the number of windows this size to replace)

**Specify size of the right rear window:** 12" x 36"

1254 ( 1 ) Replace fixed window in left rear entry door, with privacy tint (Enter the number of windows this size to replace)

**Specify size of the left rear window:** 12" x 36"

1256

1266

1267

**CUSTOMER NOTES AND SPECIAL REQUESTS**

Ref. Line #1206, #1207 & #1245: All grab bars will be replaced with the new style yellow antimicrobial resistant grab bars.

1268

1269

Remove existing door caddy/glove box on Side Entry door and fabricate and mount a new painted aluminum door caddy in the inside panel of the side entry door. Caddy should be same design as RM1509. Install a new stainless steel divided triple glove box (MarketLab #1055) in the upper right hand corner. Include a back support and spacers so that glove boxes will be secure and easily loaded from the top. Trimlock around the top and along the spacers to diminish noise. Line # 1364: Install 10" RED/WHITE reflective chevron striping vertically on the right side of the R3 interior door skin.

1272

1273

1274

Ref. Line #1219 - Replace R3 door check with a gas shock ILO of heavy duty spring.

1275

1296

**Miscellaneous Module Exterior**

1305 ( 2 ) Replace cast fenderette with one of the same style -Enter the number of fenderettes to be replaced

**Specify fenderette to be replaced:** Both

1306

1307

1319 ( 1 ) 1 recessed cast aluminum fuel fill housing

1327

1331 ( 1 ) Replace (4 total) diamond plate rub rails with 1" x 1" tubular support & plastic spacers off body

1332

1333 ( 1 ) Replace diamond plate rear kick plate with full width overlay style

1339 ( 2 ) Restraint strap sets with quick-release buckle (enter the number of straps desired)

1340

**Enter The location of the 1st restraint strap:** L4

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Enter The location of the 2nd restraint strap: **R1**

**Rear Bumper**

( 1 ) New Aluminum diamond plate trimmed rear bumper with folding step and one dock bumper per side

**CUSTOMER NOTES AND SPECIAL REQUESTS**

NOTE: Reinstall Turtle-Tile in all compartments and shelves that had it on arrival. Refer to Check-In pics for clarification on locations.

Install Vision film with Customer Logo on the exterior side of the rear door windows. Add 5% tint on the interior side of the windows on the rear doors.

Replace door lock actuators at the R3 and Rear Door.

Replace 10" RED/WHITE reflective chevron striping on the R3 and Rear Entry doors.

**PATIENT COMPARTMENT**

**Miscellaneous Module Interior**

( 1 ) Fabricate and install a single piece fixed Dry-Erase board located over the squad bench backrest .

**CUSTOMER NOTES AND SPECIAL REQUESTS**

Ref. Line #1389 - The new dry erase board shall be the same size as the existing one. Do not reinstall until the Ferno LP15 Defibrillator Mount and bracket are installed.

Replace felt in the tracks of all the cabinets with the sliding windows.

Fabricate and install a small tilt-out compartment front face of squad bench. Include a Sharps-Kendall #8900SA. Install just aft of 1st patient seat belt (female). Ref. RM1509.

Note: Remove all labels and adhesive from walls in patient compartment.

**Interior Cabinets**

( 8 ) Replace clear Polycarbonate on cabinet door or sliders with new Polycarbonate. Enter the number of cabinets to receive the desired work.

|                                   |               |
|-----------------------------------|---------------|
| Specify location for 1st cabinet: | <b>A</b>      |
| Specify location for 2nd cabinet: | <b>B1, B2</b> |
| Specify location for 3rd cabinet: | <b>D</b>      |
| Specify location for 4th cabinet: | <b>G1</b>     |
| Specify location for 5th cabinet: | <b>H3</b>     |
| Specify location for 6th cabinet: | <b>J1, J2</b> |

**CUSTOMER NOTES AND SPECIAL REQUESTS**

Secure retention straps on all interior cabinet doors, replacing any missing straps.

Fabricate a Net (Red) approx. 26" tall by 21" wide for Cabinet G2. The net will be secured with buckles. Cabinet G2 will hold Bullet Proof Vests.

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**CUSTOMER NOTES AND SPECIAL REQUESTS**

Ref. Line #1566: Countertop should match RM1509 (see attached photo).

**Countertops**

- ( 1 ) Install new solid surface countertop at the action area

Specify the location for the solid surface countertop: **Action Area**

**Squad Bench Hardware**

- ( 1 ) Replace gas shocks hold opens on squad bench seats (1 set of 2)

**Floor Covering Options**

- ( 1 ) Install Lonseal LonPlate flooring up the streetside wall and up the face of squad bench.

Specify the color of the floor covering: **Mica #421**

**CUSTOMER NOTES AND SPECIAL REQUESTS**

Install a Sharps mounting bracket to the existing strap recessed into the left rear window.

The top of the action area counter will have a red hinged lid to hold a recessed Sharps Container (BD 305344 8 Qt).  
See Project Manager for sample. Sharps Container is not included in this quote.

**Seating/ Upholstery Options**

- ( 1 ) Replace all upholstery with new (this option includes all new upholstery trim, squad bench, CPR seat, backrests, head knockers, center trough panels, cabinet covers, corner pieces ETC). **NOTE: This option does not include a new attendants seat.**

Specify color for upholstery replacement other than the existing color: **Gray**

- ( 1 ) Wise Brand HiBAC Attendant seat with built-in 5 Point Child Safety Seat - **INCLUDES SEAT BASE OF CHOICE- PLEASE SELECT THE STYLE SEAT BASE DESIRED:**

Specify the seat base style to be used (SWIVEL OR FIXED BOX): **Swivel**

- ( 1 ) Replace 1 set CPR seat seat belts and retractors  
( 1 ) Replace 3 sets of seatbelts and retractors for squad bench  
( 1 ) Replace 3 sets of patient restraint straps for squad bench

**CUSTOMER NOTES AND SPECIAL REQUESTS**

Ref. Lines 1699-1701 - Seat belts will be Red.

Remove Ferno M-200 Defibrillator bracket and angled wall mount and return with loose equipment.

Fabricate, paint (texturized interior gray) and install a bracket (see attached photo) curbside, aft of the squad bench and securely attached to wall tubes. Install trim lock across the bottom edge. Install bolts in old holes on interior R-1 wall. A Ferno wall track will be secured to the bracket to support LP15 Defibrillator bracket.

Replace the squad bench net at the head of the squad bench with new (Red).

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**CUSTOMER NOTES AND SPECIAL REQUESTS**

Note: The existing PowerLOAD system will be removed, boxed and returned with Loose Equipment. A new customer supplied PowerLoad will be installed.

Ref. Line #1715: The Ferno Wall Track and Bracket for LP15 will be customer supplied.

**Electrical System**

**Electrical System Options**

( 8 ) Replace dome light lens - Enter the number of dome light lenses to be replaced.

Replace action area control console **Note: this option includes a new laminated panel with a new switch panel and switches, 12VDC outlets and new wiring pigtail connected to the existing harnesses. Note: this option does not include new A/C Thermostat, speaker volume controls or the replacement of any specialty components.**

**Cab Console Options**

**Cab Console Indicator Lights**

( 1 ) Replace all cab console indicator lights with new

**Cab Console Switches**

( 1 ) Replace all rocker switches with rocker switches of the same or equal specifications in the cab console.

Replaced all engraved backlit switch labels in the front console control panel. **THIS OPTION INCLUDES ALL SWITCH AND INDICATOR LIGHT LABELS ON THE CAB CONSOLE.**

**CUSTOMER NOTES AND SPECIAL REQUESTS**

**\*\*Customer changing from 3 to 2 radios.**

**\*\*Do not reinstall the existing XTL5000 radio. We will send that and all spare parts back to Kissimmee.**

**\*\*DO NOT reuse any of the old cables or harnesses, replace cables/harnesses for radios with new. Remove wiring and harnesses that will not be used. (DO NOT CUT)**

**\*\*Radio Equipment - See attached Electrical Design approved by Customer.**

Ref. Line #1818: All switches should be the new style rocker switches.

Ref. Line #1762: This includes the "Center Lights" switch at R3 and the "Air-Ride Override" switch at the rear door.

**Communication Radio Options**

( 3 ) Customer supplied Antenna to be installed down module center line. Enter the number of antennas to be installed.

**Specify the termination of the 1st coax cable:**

**Cabinet E**

**Specify the termination of the 2nd coax cable:**

**Cabinet E**

**Specify the termination of the 3rd coax cable:**

**Cab Console (UHF)**

**CUSTOMER NOTES AND SPECIAL REQUESTS**

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NOTE: Firecom equipment (Control head, Jacks, Hooks) will NOT be transferred/used. Remove equipment and return to customer with loose equipment.

Replace removable Panel on Cab Console. Refer to RM1509 for layout guidelines with the elimination of the Firecom and removing one radio. A new APX7500 (VHF & 800 MHz) will be installed and one of the Motorola COM1250 ("MED ?") on display when powered up) will transfer. Customer would like Radios to be Ignition Hot if possible.

**12VDC Outlet Options**

Install 1 ea. 12 VDC outlet - Cigarette Lighter Style- Enter the number of outlets desired.

**Specify the location of the 1st cigarette style 12VDC outlet:**

**Top of ALS**

**115 VAC ELECTRICAL EQUIPMENT**

**Shoreline Options**

Replace existing shoreline with a **NON-AUTO EJECT** 20 amp / 120vac Shoreline and mating adapter plug. Enter the number of shorelines to be replaced.

Install a SHORELINE IGNITION CUTOUT FEATURE. Anytime a shoreline is connected the chassis engine start circuit shall be disabled until the shoreline is disconnected. **WARNING: POWER MUST BE PRESENT ON THE SHORELINE CORD FOR THIS FEATURE TO WORK PROPERLY.**

Sensata Magnum # ME 1212-G, 1200 watt inverter with auto-transfer switch and GFCI (inverter w/ vented cover must be located in compartment L3/2).

**Options for DUI Inverters:**

**B3** - inverter to have internal battery charger rated at (depends on the inverter previously selected)

**R** - remote control panel located at rear action area control panel w/ LCD display in lieu of rocker switch at rear action area control panel

**Specify the location of the Inverter:**

**L3/2 compartment**

Install additional 120 VAC Outlets -Enter the number of additional the 120VAC outlets desired.

**Specify the location of the 1st 120VAC outlet:**

**ALS-Upper Near Door**

**Specify the location of the 2nd 120VAC outlet:**

**Cab. "D"- below shelf**

**CUSTOMER NOTES AND SPECIAL REQUESTS**

Ref. #2070: The customer prefers a Diamondplate cover.

Ref. #2033: Shoreline cover color is gray.

Ref. #2087: Install below the adjustable shelf on the left side of the cabinet (side wall or back wall). Will be used for Stryker Battery charger to free up space on Action Area.

**EXTERIOR LIGHTS:**



**REMOUNT PRICING**  
**Version 19.1**

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**Excellance will determine what light holes may need welding modifications to accommodate any new light fixtures specified in this order. The cost for welding up any such light holes is included in the base conversion price.**

**LED Emergency Lights**

- 2186  
2187  
2188 ( 6 ) 900 Red LED emergency light w/Flange (includes the lens)  
2192  
2193 ( 6 ) 700 Red LED emergency light w/Flange (includes the lens)  
2195 ( 2 ) 700 series Amber LED emergency light w/Flange (includes the lens)  
2197  
2208 ( 2 ) 400 Red LED emergency light w/Flange (includes the lens)  
2212  
2213 ( 1 ) Wire Auxiliary Mid-Level rear emergency lights to act as brake lights when not in emergency mode

**2 Ea. Side & Rear**

**See customer notes**

**Rear Lightbar**

**Intersection**

**CUSTOMER NOTES AND SPECIAL REQUESTS**

Note: All LED Emergency lights (including lightbars) shall be programmed with a Comet style flash pattern. All new Emergency lights shall have clear lenses.

Replace the following exterior Emergency light lenses with new. All of the light lenses shall be clear and are as follows:  
(8) 600 Series (Brake/Tail/Turns front & back), (18) 4500 Series Lightbar Lenses, (16) Dividers/Spacers for the 4500 Series Lightbar lenses, (4) 4500 Series End Cap lenses.

Ref. line 2193: 700 series lights will be as follows: 2-grille, 2-wheel wells and 2-rear lower mid-level

Ref. line 2213: the 700 series lower mid-level lights are the ones to be wired for "brake when not in emergency mode".  
The 900 series upper mid-level lights are already wired for this function.

**Scene/ Load Lights**

- 2225  
2226  
2228 ( 4 ) 900 series LED scene light w/Flange (8-32 degree clear lens included)  
2229 ( 2 ) 700 series LED scene light w/Flange Part #7SC0ENZR with 7E-FLANGE (8-32 degree clear lens included)

**Both Sides**

**Rear Lightbar**

**CUSTOMER NOTES AND SPECIAL REQUESTS**

Ref. Line #2229: Flange not necessary, lights will be installed in rear lightbar.

Note: Scene lights should work independent of the Master switch.

**CUSTOMER NOTES AND SPECIAL REQUESTS**

Replace Amber ICC light on front lightbar curbside: Whelen Part # 02-0363589-ARO.

- 2301  
2302  
2303  
2309  
2322 ( 1 ) Install new recessed rear license plate tag frame bracket with light - CPI #C30002

**CUSTOMER NOTES AND SPECIAL REQUESTS**

Replace Opticom in Center of Front Lightbar with a 400 Series White Linear LED.

**CUSTOMER NOTES AND SPECIAL REQUESTS**

**REMOUNT PRICING**  
**Version 19.1**

2386 Reprogram the existing Siren (Whelen 295HFSC9) for Simulated Mechanical.

2387

2393

2394 **OXYGEN AND SUCTION SYSTEMS:**

2395 ( 1 ) Zico "Universal" restraint system for a "M" tank

2423

2451 **CUSTOMER NOTES AND SPECIAL REQUESTS**

2452 Remove Impact Suction System and ship back with loose equipment.

2453

Install Sscor suction system with 1 canister and lid, on-off power switch, 5 foot exhaust hose, vacuum gauge and internal regulator at the action area control panel on the streetside interior wall. Canister will be installed at customer inspection.

2454

2455

Fabricate an open faced storage cubby at the head of the squad bench for a customer installed Laerdal LSU portable suction system. The system will lie flat on a bracket in the storage cubby and be accessible from the stepwell side. Install a 120vac outlet in the storage cubby for the brackets power cord. The storage cubby will be 14 1/2"w x 12 1/4"t x 16"d.

2456

2457

Ref. Line #2571: The new ProAir 12volt HVAC system located above the R4 compartment will be ducted down the center trough. Rigid ducting will be added and integrated into the center wiring trough. This will require a new wider trough cover. As a result of the wider trough cover, the existing grab handles will need to be relocated and replaced with 12" Yellow grab handles, three on each side of the center trough. The relocation of the overhead grab handles will require new bar stock and the streetside and curbside ceiling skins to be replaced. The new ceiling skins will be installed prior to repainting the module interior. (Note: all upholstery will be replaced, line 1667).

2458

2459

2460 **HVAC SYSTEMS:**

2514 **EHD MEDIUM-DUTY CHASSIS**

2516 **12 VOLT ONLY HVAC systems:**

2517 ( 1 ) Heavy duty combination heater / air conditioner system with digital thermostat with digital temperature display.

2518 ( 1 ) Add and under-body-mounted auxiliary A/C condenser.

2521

2533 **Temperature Control Options**

2548 ( 1 ) Replace the existing air return filtered grille with a new grille and filter.

2568

**CUSTOMER NOTES AND SPECIAL REQUESTS**

Install a second ProAir A/C 12volt system to the patient compartment. The second system will have its own A/C compressor, thermostat, and underbody three fan condenser. The condenser will be located under the L3/2 compartment with the edge painted black. The compressor for the existing system and the compressor for the new second system will be mounted under the chassis hood on a dual mount bracket.

2571

2572

The second A/C system will be located in the current H1 & H2 cabinets with the output registers routed to the face of the HVAC above it. The divider between the two cabinets to be permanently removed and a wall installed on the right side of cabinet H2 making the cabinet inside access only. (Note: complete module interior will be repainted, line 517).

2573

2574

2576

2577

**OUTSOURCED ITEMS**

**REMOUNT PRICING**  
**Version 19.1**

Excellance to pay Kissimmee local vendor (RJ Marx) for module door decals. Final price may be adjusted once the exact cost is determined.

**FACTORY PAID TRANSPORTATION (DESCRIBE IN THIS SECTION THE REQUIREMENTS)**

Travel allowance for final inspection of the completed refurb. (3 people, 2 nights)

Pick up the refurb from Kissimmee Fire Department. (DriveAway or Flatbed)

Delivery of the completed refurb to Kissimmee Fire Department. (Driveaway or Flatbed)

**CONTINGENCY ALLOWANCE ( PORTION NOT USED WILL BE DEDUCTED FROM THE FINAL INVOICE).**

Kissimmee Contingency Allowance - these funds are to be used for items identified in need of repair throughout the remount process with prior approval from Kissimmee primary contact.

**ADDITIONAL TERMS AND CONDITIONS FOR THIS CONTRACT**

***PAYMENT TERMS ARE COD/FOB EXCELLANCE, INC. MADISON, AL.***

The effective date of this contract is the day this order is accepted by Excellance as evidenced by the date this contract is executed by an officer of Excellance.

Construction will begin only after all questions have been resolved. Once the unit is in production, changes will result in an engineering fee of \$250 in addition to the price for the change.

Failure to select an option on this order form will result in: (i) no charge to the customer, (ii) no obligation by Excellance for that item, and (iii) the possibility of a \$250 charge for changes or additions that occur after production begins on a vehicle. To select any option you must either: (a) enter "1" in the "( )", OR (b) enter a specific number in the "( )" when instructed to do so.

Review this order carefully. Changes, alterations or additional work ordered shall be charged for at current rates with additional time being allowed Excellance for delivery.

Price is exclusive of taxes, licenses, etc. which shall be the responsibility of purchaser. All delivery dates are approximate unless otherwise indicated and are subject to and dependent upon the Purchaser furnishing all required information to Excellance in a timely manner.

Fulfillment of this order by Excellance shall be contingent upon strikes, lock-outs, fires, accidents, Government regulations, inability to secure materials or other causes beyond Excellance's control. Excellance may substitute comparable parts if the specified part is not available. If colors are not specified, Excellance retains the right to assign colors based upon availability.

In the event Purchaser cancels this order prior to Excellance beginning production on the unit(s) covered hereunder, then Excellance shall be entitled to receive from Purchaser the greater of (a) 15% of the contract price, or (b) all deposits paid by Purchaser hereunder. In the event Purchaser cancels this order after Excellance begins production on the unit(s) covered hereunder, then Excellance shall be entitled to receive from Purchaser the full contract price less the amount of money saved by Excellance by reason of the cancellation (e.g., actual costs incurred) plus 15% of the contract price.

**REMOUNT PRICING**  
**Version 19.1**

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Any warranties on the products sold hereunder are those made by the manufacturer of said products. Excellance, as the seller of such products, expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of such products.

In the event there is a "trade-in" unit that Excellance agreed to take "in trade" as partial consideration of the purchase price hereunder, Excellance shall be under no obligation to tender the MSO/title for the new unit to the purchaser until Excellance (a) receives the MSO/title for the unit to be "traded in", and (b) has possession of the unit "traded in".

This contract contains the entire understanding between the parties, supersedes any previous agreement or understanding, and any changes to this contract must be in writing and signed by Purchaser and Excellance.

Arbitration provision: The laws of the state of Alabama, as applicable to contracts to be performed entirely within that state, shall govern this agreement. Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by binding arbitration in accordance with the rules of the American Arbitration Association and any judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.



Page 113 of 282  
10901 Brook Park Rd.  
Cleveland, Ohio 44130  
Ph. 216-267-4800  
FX 216-267-5334

All,

As you know, the entire world has been subject to an unprecedented global public health crisis over the past 20+ months. While our industry has shown incredible resilience and we've been instrumental in keeping the world moving, unrelenting and prolonged turbulent economic conditions have resulted. The challenges faced include skyrocketing material and component costs, increased labor wages, rising fuel prices, higher logistics rates and the highest rate of inflation in over three decades.

We at Valley Freightliner/Valley Truck Centers and Daimler Truck North America (DTNA) have worked tirelessly to mitigate the effect of those increased commodity and supply chain costs to you, our valued customer and business partner, to date. However, these continued challenging economic conditions have made it necessary to implement a pricing surcharge on all MY23 Freightliner & Western Star trucks. A surcharge of **\$2600 to 2900** will be added to each of the MY23 **FREIGHTLINER M2 106s** you have on order or proposed orders. Increases are in addition to the MY23 Product Cost Surcharge announced earlier this year. We'll be contacting you soon to discuss the specific adjustments for your trucks order(s) in more detail, but wanted to share this update with you as soon as we were made aware.

In closing, we want to convey our appreciation for your business. We value deep-seated partnerships that extend past recessionary cycles, and which are built on the desire to see our mutual businesses succeed. To that end, we look forward to continuing to be your dealer partner of choice, and to helping your company flourish now and well into the future.

Best regards,

**Greg Simonic, Municipal Sales Manager**  
Valley Truck Centers

**Office:** 216.267.4800

**Mobile:** 440.381.1085

**Web:** [www.Valley1.com](http://www.Valley1.com)

**Address:** 10901 Brookpark Rd. Parma, Oh 44130



Cleveland | Parma | Medina | Akron | Toledo | Huron  
Mansfield | Monroeville | Wellington | Monroe, MI



## ITEM 7.D

### PURCHASE OF SIX (6) EXHAUST PROTECTION SYSTEMS

#### Request

Approval to purchase six (6) No Smoke Direct Source Capture Exhaust Protection Systems from Ward Diesel Filter Systems.

#### Explanation

Staff requests approval to purchase six (6) No Smoke Direct Source Capture Exhaust Protection Systems from Ward Diesel Filter Systems . These devices are apparatus-mounted filters that provide complete protection from harmful diesel exhaust no matter where the vehicles are located. This purchase was approved in the FY22 Capital Budget. Ward Diesel Filter Systems is a sole/single source provider. The cost of these systems is \$9,394.49 each, for a total purchase of \$56,366.94.

#### Financial Information

| Account #       | Project # | Increase / Decrease | Budget | Actual    |
|-----------------|-----------|---------------------|--------|-----------|
| 00135206-506494 | FD2239    | Decrease            | 58,800 | 56,366.94 |

#### Financial Summary:

Adequate funds are available in the fiscal year 2022 budget for this purchase.

#### Recommendation

Staff recommends approval to purchase six (6) No Smoke Direct Source Capture Exhaust Protection Systems for \$56,366.94 from Ward Diesel Filter Systems.

#### REQUESTED CITY COMMISSION ACTION:

Approve

Department: Fire

Presenter:

#### Attachment(s):

1. Ward Diesel - Quote \$56,366.94
2. Ward - Sole Source Letter



# NO SMOKE

# Quotation

**Ward Diesel Filter Systems**

1250 Schweizer Road  
Horseheads, NY 14845  
Phone: 800-845-4665  
Fax: 607-739-7092

**Date:** November 22, 2021

**Quotation #:** 11330R7

**To:** Kissimmee Fire Department  
343 N. Clyde Avenue  
Kissimmee, FL 34741

*Quotation valid until:* January 22, 2022

*Prepared by:* SCB

**Attention:** Amy Meers, Logistics Manager

| Quantity     | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Per Unit Price | Total Price        |
|--------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|--------------------|
| 6            | <p>NO SMOKE direct source capture exhaust protection systems, <b>installation</b>, excluding taxes*</p> <p><u>Warranty:</u> One (1) year.</p> <p><u>End User:</u> Kissimmee Fire Department</p> <p><u>Installation Site:</u> TBD</p> <p><u>Terms:</u> Net 30 days on all invoices. Invoicing will be done weekly on the number of units installed for each week.</p> <p><b>Notes:</b> All prices are in US Dollars. Proposal does not include bid and/or performance bond cost. This price quote is based on cash payments only and has a 5% discount.</p> <p>If paying by credit card the price is: \$59,185.29</p> | \$9,394.49     | \$56,366.94        |
| <b>TOTAL</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                | <b>\$56,366.94</b> |

Pat Scanlon  
Regional Sales Manager

**WARD DIESEL FILTER SYSTEMS**

---

December 16, 2020

Kissimmee Fire Department  
101 Church Street, Suite #200  
Kissimmee, FL 34741

Attention: John Rooney, Logistics Manager

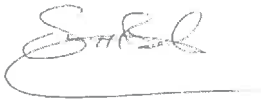
Dear Logistics Manager Rooney,

Ward Diesel Filter is the "sole manufacturer" and "sole distributor" of the "PATENTED" "NO SMOKE" diesel filtration system granted by the United States Government pursuant to Patent Number 4,803,838. No other company or individual has been licensed to manufacture or market an identical or similar system. Installation of the system(s) is completed by Ward Diesel service technician(s) on all new installations at the manufacturer facilities. As a retrofit assembly, the installation is completed at the fire department.

If you have any additional questions, do not hesitate to contact me.

Very truly yours,

WARD DIESEL FILTER SYSTEMS



Scott H. Beecher  
President



**NO SMOKE**

**ITEM 7.E****TRADE-IN OF 14 HIGH PRESSURE AIR LIFT BAGS FOR CREDIT TOWARDS NEW AIR LIFT BAGS****Request**

Approval to trade in 14 high pressure air lift bags to Team Equipment, Inc. These bags will be expiring shortly and will no longer be usable by the Department. In exchange, we will receive an additional 5% discount on the purchase of new air lift bags.

**Explanation**

High pressure air lift bags are used by the Special Operations Team for on-scene heavy lifting of vehicles and machinery. We currently have 14 air bags of various sizes in stock, which are all getting ready to expire. Once expired, these air bags are no longer usable by the Department. The Fire Department is requesting approval to trade in the expiring high pressure air lift bags to Team Equipment, Inc. In exchange, we will receive a 5% discount on the purchase of new air lift bags. Furthermore, by purchasing the ParaTech Maxiforce air lift bags from the Lake County Contract, we will receive an additional 15% discount. Our total discount will be 20%, bringing the total purchase to \$15,617.60.

This purchase was approved in the 2022 fiscal year budget, project FD2233.

**Financial Information**

| Account #       | Project # | Increase / Decrease | Budget   | Actual      |
|-----------------|-----------|---------------------|----------|-------------|
| 00135206-506494 | FD2233    | Decrease            | \$17,500 | \$15,617.60 |

**Financial Summary:**

Adequate funds are available in the fiscal year 2022 budget for this purchase.

**Recommendation**

Staff recommends approval to trade in the expiring high pressure air lift bags to Team Equipment, Inc. and using the additional 5% discount received towards the purchase of 14 new ParaTech Maxiforce high pressure air lift bags.

**REQUESTED CITY COMMISSION ACTION:**

Approve

Department: Fire

Presenter:

**Attachment(s):**

1. Air Bag Trade In - Lake County Contract
2. Air Bag Trade In - Team Equip invoice





## MODIFICATION OF CONTRACT

|                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Modification No.: 4<br>Effective Date: July 1, 2021                                                                                                                                                                                                                                                                                                                                                                | 2. Contract No.: 17-0606J<br>Effective Date: July 1, 2017                                                                                         |
| 3. Contracting Officer: Amy Munday<br>Telephone Number: (352) 343-9765                                                                                                                                                                                                                                                                                                                                                | 5. Contractor Name and Address:<br>Team Equipment, Inc.<br>6620 Orchid Lake Road<br>New Port Richey, FL 34653<br><br>Attn: Patricia Reddy, C.E.O. |
| 4. Issued By:<br>Procurement Services<br>Lake County Administration Building<br>315 W. Main St., Suite 441<br>Tavares, Florida 32778-7800                                                                                                                                                                                                                                                                             |                                                                                                                                                   |
| 6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and <u>return this form to address shown in Block 4 within ten (10) days after receipt</u> , preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided. |                                                                                                                                                   |
| 7. <b>DESCRIPTION OF MODIFICATION:</b> Contract modification to extend for one (1) year, expiring June 30, 2022.                                                                                                                                                                                                                                                                                                      |                                                                                                                                                   |
| 8. Contractor's Signature <b>REQUIRED</b><br>Name: <u>Patricia Reddy</u><br>Title: <u>C.E.O. - patty@teamequipment.com</u><br>Date: <u>1.13.21</u>                                                                                                                                                                                                                                                                    | 9. Lake County, Florida<br>By: <u>Amy Munday</u><br>Contracting Officer<br><u>January 13, 2021</u><br>Date                                        |
| 10. Distribution:<br><br>Original - Bid No. 17-0606J<br>Copies - Contractor<br>Contracting Officer                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                   |

OFFICE OF PROCUREMENT SERVICES  
P.O. BOX 7800 • 315 W. MAIN ST., TAVARES, FL 32778 • P 352.343.9839 • F 352.343.9473  
Board of County Commissioners • www.lakecountynyfl.gov

TIMOTHY I. SULLIVAN  
District 1

SEAN M. PARKS, *At-Large*  
District 2

WENDY R. BREEDEN  
District 3

LESLIE CAMPIONE  
District 4

JOSH BLAKE  
District 5

TEAM EQUIPMENT, INC.

02/06/19

**ATTACHMENT 2 - PRICING FORM**

Current brands in use by the Fire Rescue Division include the following. Please complete the following information for those brands supported by your firm. Enter "yes" or "no" for stocking distributor. If you represent other manufacturers for similar fire-related equipment, parts, or supplies not listed, please add the manufacturer and pricing information in the blank spaces at end of pricing table.

| Brand                  | Discount<br>off List Price | Hourly Rate<br>for Repair Service | Stocking<br>Distributor? |
|------------------------|----------------------------|-----------------------------------|--------------------------|
| 3M COMPANY             | N/A                        |                                   |                          |
| ABLE SHO ME            | N/A                        |                                   |                          |
| ACTION                 | N/A                        |                                   |                          |
| AH STOCK               | N/A                        |                                   |                          |
| AIM                    | N/A                        |                                   |                          |
| AJAX                   | N/A                        |                                   |                          |
| AKRON BRASS            | N/A                        |                                   |                          |
| ALL AMERICAN FIRE HOSE | N/A                        |                                   |                          |
| ALLEN SYSTEMS          | N/A                        |                                   |                          |
| ALOCOLITE              | N/A                        |                                   |                          |
| AMEREX                 | N/A                        |                                   |                          |
| AMERICAN FIREWEAR      | N/A                        |                                   |                          |
| AMERICAN LAFRANCE      | N/A                        |                                   |                          |
| ANGUS                  | N/A                        |                                   |                          |
| ANSUL FOAMS            | N/A                        |                                   |                          |
| APPLECROFT             | N/A                        |                                   |                          |
| B & B ENTERPRISES      | N/A                        |                                   |                          |
| BIO SYSTEMS            | N/A                        |                                   |                          |
| BLACKINTON BADGES      | N/A                        |                                   |                          |
| BOUTON CO              | N/A                        |                                   |                          |
| BULLARD                | N/A                        |                                   |                          |
| CALIFORNIA MOUNTAIN    | N/A                        |                                   |                          |
| CARNS & BROTHER        | N/A                        |                                   |                          |
| CAST PRODUCTS          | N/A                        |                                   |                          |

## TEAM EQUIPMENT, INC.

02/06/19

|                            |     |         |   |
|----------------------------|-----|---------|---|
| LOUIS PRYER                | N/A |         |   |
| LOWELL                     | N/A |         |   |
| MAG INSTRUMENTS            | N/A |         |   |
| MANN AXE                   | N/A |         |   |
| MARS SIGNAL LIGHT          | N/A |         |   |
| MC PRODUCTS                | N/A |         |   |
| MORAN (FLASH)              | N/A |         |   |
| MORNING PRIDE              | N/A |         |   |
| MSA                        | N/A |         |   |
| NATALE (CIRCLE D)          | N/A |         |   |
| NORTH AMERICAN FIRE HOSE   | N/A |         |   |
| NOVA                       | N/A |         |   |
| NUPLA                      | N/A |         |   |
| PACIFIC REFLEX             | N/A |         |   |
| PARATECH                   | 15% | \$80.00 | Y |
| PARTNER / HUSQVARNA        | 15% | \$80.00 | Y |
| PAUL CONWAY SHIELDS        | N/A |         |   |
| PELICAN                    | N/A |         |   |
| PETZL                      | N/A |         |   |
| PGI PROTEXALL              | N/A |         |   |
| PHOENIX                    | N/A |         |   |
| PIERCE                     | N/A |         |   |
| PIGEON MOUNTAIN INDUSTRIES | N/A |         |   |
| PLANO                      | N/A |         |   |
| R & B FABRICATORS          | N/A |         |   |
| RANGER RUBBER              | N/A |         |   |
| RAWHIDE FIREHOSE           | N/A |         |   |
| REDHEAD BRASS              | N/A |         |   |
| REFLEXITE                  | N/A |         |   |



Order Date 11/19/21

6620 Orchid Lake Rd.  
New Port Richey, FL 34653-1111  
727-848-2424

Bill To:

KISSIMMEE, CITY OF  
LOGISTICS  
101 CHURCH STREET  
KISSIMMEE, FL 34741

Ship To:

KISSIMMEE FIRE DEPARTMENT  
343 N CLYDE AVE  
KISSIMMEE, FL 34741

THIS IS A BID/ESTIMATE

| Customer                                                 | Ship Via  | F.O.B. | Terms       | Purchase Order Number                | Salesperson | Reference No. |                  |
|----------------------------------------------------------|-----------|--------|-------------|--------------------------------------|-------------|---------------|------------------|
| 00826A                                                   | UPS/TRUCK | ORIGIN | Net 30 Days | QUOTATION                            | PB          |               |                  |
| Quantity                                                 |           |        | Item Number | Item Description                     | Unit Price  | Disc %        | Total Net Amount |
| Req.                                                     | Ship      | B.O.   |             |                                      |             |               |                  |
| 1                                                        |           |        | 22-888110   | 16GB1/ KPI-1 MAXIFORCE AIR BAG^ (G2) | 416.00000   | 20            | 332.80           |
| 1                                                        |           |        | 22-888120   | 16GB2/ KPI-3 MAXIFORCE AIR BAG^ (G2) | 551.00000   | 20            | 440.80           |
| 1                                                        |           |        | 22-888130   | 16GB3/ KPI-5 MAXIFORCE AIR BAG^ (G2) | 741.00000   | 20            | 592.80           |
| 1                                                        |           |        | 22-888135   | 16GB4/ KPI-8 MAXIFORCE AIR BAG (G2)  | 825.00000   | 20            | 660.00           |
| 1                                                        |           |        | 22-888138   | 16GB5/KPI-10 MAXIFORCE AIR BAG (G2)  | 881.00000   | 20            | 704.80           |
| 1                                                        |           |        | 22-888140   | 16GC2/KPI-12 MAXIFORCE AIR BAG (G2)  | 966.00000   | 20            | 772.80           |
| 1                                                        |           |        | 22-888150   | 16GE2/KPI-17 MAXIFORCE AIR BAG(G2)   | 1028.00000  | 20            | 822.40           |
| 1                                                        |           |        | 22-888160   | 16GC1/KPI-22 MAXIFORCE AIR BAG (G2)  | 1289.00000  | 20            | 1031.20          |
| 1                                                        |           |        | 22-888165   | 16GD2/KPI-28 MAXIFORCE AIR BAG (G2)  | 1374.00000  | 20            | 1099.20          |
| 1                                                        |           |        | 22-888170   | 16GD1/KPI-32 MAXIFORCE AIR BAG (G2)  | 1443.00000  | 20            | 1154.40          |
| 1                                                        |           |        | 22-888180   | 16GC3/KPI-35L MAXIFORCE AIR BAG (G2) | 1662.00000  | 20            | 1329.60          |
| 1                                                        |           |        | 22-888190   | 16GE3/ KPI-44 MAXIFORCE AIR BAG(G2)  | 2289.00000  | 20            | 1831.20          |
| 1                                                        |           |        | 22-888195   | 16GD3/KPI-55 MAXIFORCE AIR BAG (G2)  | 2782.00000  | 20            | 2225.60          |
| 1                                                        |           |        | 22-888200   | 16GE1/KPI-74 MAXIFORCE AIR BAG(G2)   | 3275.00000  | 20            | 2620.00          |
| *SPECIAL DISCOUNTED PRICING PER PARATECH BAG TRADE-IN'S* |           |        |             |                                      |             |               |                  |

\*\*PLEASE NOTE: The manufacturer is raising their prices by 5% starting 1/1/22\*\*

THANK YOU FOR THE OPPORTUNITY TO QUOTE.  
THIS QUOTATION IS GOOD FOR 30 DAYS.

|                      |                 |
|----------------------|-----------------|
| Non Taxable Subtotal | 15617.60        |
| Taxable Subtotal     | 0.00            |
| Tax                  | 0.00            |
| <b>Total Order</b>   | <b>15617.60</b> |

## **ITEM 7.F**

### **CONSENT TO SUB-LEASE BETWEEN SANDPIPER FLORIDA REAL ESTATE HOLDINGS, LLC AND VERIJET, INC.**

#### **Request**

Request City Commission approval of Consent to Sub-Lease between Sandpiper Florida Real Estate Holdings, LLC and VeriJet, Inc.

#### **Explanation**

Sandpiper Florida Real Estate Holdings, LLC, is an aircraft maintenance fixed base operator (FBO) operating at the Kissimmee Gateway Airport by lease with the City. With City approval, Sandpiper Florida Real Estate Holdings, LLC has the ability to sublease space to other aeronautical service providers, enhancing aviation services for the public.

VeriJet, Inc. is an air charter operator utilizing Cirrus Vision Jets. VeriJet currently operates 13 aircraft with the intent of expanding and establishing a base operation at Kissimmee Gateway Airport for the company's aircraft maintenance and pilot training.

#### **Recommendation**

Staff recommends Commission approval of Consent to Sub-Lease between Sandpiper Florida Real Estate Holdings, LLC and VeriJet, Inc.

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

Approve

Department: Airport

Presenter:

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

1. Sandpiper Florida Realestate Holdings LLC FBO Lease with City (2)
2. Lease between Sandpiper + VeriJet
3. Agreement for Consent to Sublease - Sandpiper (2)

**KISSIMMEE GATEWAY AIRPORT  
FIXED BASE OPERATOR'S LEASE AGREEMENT**

**SANDPIPER FLORIDA REAL ESTATE HOLDINGS, LLC**

**THIS LEASE AGREEMENT** (the “**AGREEMENT**”) is made this 3rd day of November, 2020 between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, hereinafter referred to as “**Lessor**” or “**City**” and **SANDPIPER FLORIDA REAL ESTATE HOLDINGS, LLC**, a Florida limited liability company, whose address is c/o Whelan Associates, LLC, 70 N. 2<sup>nd</sup> St, New Bedford, MA 02740 hereinafter referred to as “**Lessee**.” City and Lessee are sometimes referred to in this Agreement individually as a “**Party**” and collectively as the “**Parties**”.

**WITNESSETH:**

**WHEREAS**, City is the owner of certain improvements to real property located at 3951 Merlin Drive, Kissimmee, Florida 34741, at the Kissimmee Gateway Airport, a municipal airport of the City of Kissimmee, Florida (the “**Airport**”); and

**WHEREAS**, the City desires to lease to Lessee, and the Lessee is desirous, willing and able to enter into a lease from Lessor to operate a fixed base operation maintenance facility, situated on land located at 3951 and 3955 Merlin Drive, Kissimmee Gateway Airport, pursuant to the terms of this Agreement.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and for other able consideration, the Parties hereto agree as follows:

**PART ONE  
DESCRIPTION OF LEASED PREMISES**

- A. **LEASED PREMISES.** Lessor leases to Lessee the premises (the “**Leased Premises**”) located at the Airport, more particularly described, as “**Parcels W3 and W4**” attached, and hereby incorporated by reference as **Exhibit A**, which consists of 106,286 square feet (2.44 acres).
- B. **CONDITION OF LEASED PREMISES.** Lessee accepts the Leased Premises and any improvements on, about, or associated with the Leased Premises “**As Is, Where Is**” and in their present condition. Lessee further warrants that the Leased Premises are suitable for Lessee's proposed use described herein.
- C. **RE-ADJUSTMENT OF LEASED PREMISES.** This Lease shall be subject to all restrictions of record affecting the Airport and the use thereof, all federal, state, county and city laws and regulations affecting the same, and shall be subject and subordinate to the provisions of any and all existing agreements between the City and the United State of America, the State of Florida, or the County of Osceola, or their agencies, and to any future agreements between or among the foregoing relative to the operation or maintenance of the Airport, the execution of which may be required as a condition precedent to the expenditure



of federal, state, county or City funds for the development of the Airport, or any part thereof. All provisions hereof shall be subordinate to the right of the United States to occupy or use the Airport, or any part thereof, during time of war or national emergency.

In the event the Federal Aviation Administration or its successors require modifications or changes in this Lease as a condition precedent to the granting of its approval or to the obtaining of funds for the improvement of the Airport, Lessee hereby consents to any and all such modifications and changes as may be reasonably required to the extent that such modifications and changes do not unreasonably impede the intended use and benefit of and to Lessee of the Leased Premises and of this Lease. In the event that any such modifications or changes unreasonably impede the intended use and benefit of and to Lessee of the Leased Premises and of this Lease, then Lessee shall have the option to terminate this Lease.

Notwithstanding the foregoing provisions of this Section C, in the event any such restrictions, agreements or modifications to this Lease increase the Annual Rent payable hereunder or materially and adversely affect the ability of Lessee to use the Leased Premises for the purposes permitted under this Lease, Lessee shall have the right to terminate this Lease by written notice to the City.

## **PART TWO TERM OF LEASE**

- A. PRIMARY TERM. The term of this Lease shall be for a thirty (30) year period, with the period commencing on the first day of November 2020 and ending on the last day of October 2050.
- B. RENEWAL OPTION. Provided Lessee is not in default of the Agreement, Lessee is hereby granted an exclusive first option to renew this Agreement upon all the existing terms and conditions except for rent for one (1) additional term of ten (10) years. This option shall be exercised by written notice to the City not less than one hundred twenty (120) days prior to expiration of the existing term. Upon receipt of the extension options the parties shall negotiate the rent for the renewal period based on an appraisal as set forth in Part Three, paragraph B.
- C. HOLDING OVER. In the event Lessee shall continue to occupy the Leased Premises beyond the term of this Agreement after Lessor gives written notice to vacate, such holding over shall not constitute a renewal of this Agreement but shall be a tenancy of sufferance only. The amount of rent to be paid by Lessee during this hold over period shall equal two (2) times the normal monthly rent as stated in this agreement or the maximum amount allowed by law, whichever is greater.

## **PART THREE RENT**

- A. RENT. The initial net rent under this Lease for the Leased Premises is **\$22,041.96** per

year, payable monthly ("Annual Rent") plus sales tax and any other applicable tax including property tax. The following sum shall be payable monthly, in advance, in the amount of **\$1,836.83** ("Monthly Rent") plus said taxes. Payment of rent will commence on November 1, 2020.

Monthly Rent will be due on the first day of every month ("Due Date") and shall be deemed delinquent if not received by the Lessor on or before the tenth day of every month. The initial net Annual Rent and Monthly Rent shall be subject to adjustment as enumerated in Part Three of this Lease.

- B. RENT ADJUSTMENTS. Lessor and Lessee recognize and agree that the purchasing power of the United States Dollar is evidenced by the Consumer Price Index – Urban Wage Earners and Clerical Workers ("Price Index") as published by the United States Department of Labor's Bureau of Labor Statistics. Lessor and Lessee also recognize that local market trends in the Central Florida and the Kissimmee area evolve over time and greatly influence the current market values of leaseholds located at the Kissimmee Gateway Airport.

The parties agree that beginning three (3) years from the Effective Date and every year thereafter, with the exception of every fifth (5<sup>th</sup>) year as set forth below, ("CPI Adjustment Year"), the parties hereto will compare the price index for said year with the price index for 2020 and the Annual Rent payments shall be recalculated and increased in the same proportion as said price index has increased in the same proportion as said price index has increased when compared with the price index for September, 2020, but shall never decrease.

Notwithstanding the above, beginning five (5) years from the Effective Date and every fifth year thereafter ("Appraisal Year") the City may obtain an appraisal of the Leased Premises from a MAI certified appraiser to establish the then Fair Market Value, as defined below, of the Leased Premises. If the City deems an appraisal is appropriate due to market conditions, the City shall notify the Lessee of their intention to invoke the right of obtaining an appraisal, sixty days prior to seeking the appraisal. Such determination shall be at the sole discretion of the City. On each Appraisal Year, in lieu of the CPI Adjustment, the Annual Rent shall increase, to the Fair Market Value, as determined by the appraisal. The Fair Market Value of the Leased Premises (but excluding Lessee improvements constructed after the Effective Date) shall be determined by appraisal where the appraiser determines the market supported rental rate per square foot of Leased Premises and improvements thereon, taking into account the land and all improvements thereon within thirty (30) days of the date on which an adjustment to Annual Rent becomes effective and shall be based on the value of comparable property in the Orlando Metropolitan area, and shall not be restricted to the consideration of properties located at the Airport (the "Fair Market Value"). The City shall select a qualified appraiser ("Appraiser") and notify Lessee of such selection, and the Appraiser shall proceed to determine the then Fair Market Value and shall provide Lessee and City with a copy of such appraisal.

The City shall pay the fees and expenses of each appraiser appointed by such party. Any appraiser designated to serve in accordance with the provisions of this Agreement shall be designated as an "MAI" appraiser by the American Institute of Real Estate Appraisers or

shall be comparably qualified to appraise commercial real estate, shall be disinterested and shall have been actively engaged in the appraisal of real estate for a period of not less than five (5) years immediately preceding his appointment.

- C. RENT CAPS. In no event, however, shall the Rent Adjustment be more than ten percent (10%) for a rent adjustment.
- D. PAYMENT OF SALES TAX. Lessee shall be liable at its sole cost and expense, and the City shall have no liability for, any sales, use or similar taxes with respect to all rent and other payments made by Lessee in accordance with the provisions of this Agreement. Lessee shall indemnify, defend, and hold City completely harmless from and against any liability, including any interest and penalties, which might arise in connection with any such taxes.

#### **PART FOUR PAYMENTS**

- A. TIME AND PLACE OF PAYMENT. All payments of rents, fee, taxes, and other charges are to be made at the Kissimmee Gateway Airport, City of Kissimmee, 401 N. Dyer Blvd, Kissimmee, FL 34741, or such other place Lessor may direct Lessee in writing.
- B. DELINQUENT PAYMENT OF RENT AND FEES. If rent or fees are not timely paid, then the Lessee shall pay to Lessor a penalty of 5% of the amount due commencing sixteen (16) days after the DUE DATE. Lessor shall charge no penalty upon that portion of any debt that, in good faith, is in dispute or charge a penalty that exceeds the then amount permitted under Florida law. All late fees are to be paid to Lessor within 30 days of the initial date of accrual.

#### **PART FIVE PRIVILEGES**

- A. USE. The Leased Premises shall be used solely for the following Fixed Base Operator Activities as defined in the Minimum Aeronautical Service Standards for Aeronautical Tenants at the Kissimmee Gateway Airport as amended from time to time and incorporated by reference into this Lease:

Category "D" – Airframe and Power Plant Repair

Category "E" – Avionics, Instrument and/or Propeller Repair Service

The Leased Premises may be used for private/special events, offices, storage and used ancillary to Lessee's business provided they are not disruptive to airport operations and coordinated with the Director of Aviation ("**Director**"). The Leased Premises may not be used for any other purposes unless approved in writing by the Lessor.

- B. PROHIBITED USES. The Lessee shall not use or permit the use of the Leased Premises or any part thereof for any purpose or purposes other than those set forth in PART FIVE

(A) above, unless approved in writing by the Lessor such approval not to be unreasonably withheld, conditioned or delayed. Lessee shall not commit or suffer to be committed any waste in or upon the Leased Premises or maintain any public or private nuisance, nor, without limiting the generality of the foregoing, shall the Lessee use or permit the use of the Leased Premises for any illegal, improper, immoral, or unlawful purposes.

- C. INGRESS AND EGRESS. Lessee shall have at all times the full and free right of ingress and egress. Such right also extends to persons or organizations supplying materials or furnishing services to Lessee, as well as employees, customers, guest, and other invitees, who include vehicles, machinery, and equipment reasonably required by such persons or organizations.

## **PART SIX OBLIGATIONS OF AGREEMENT**

- A. NET LEASE. The use and occupancy of the Leased Premises by Lessee shall be without cost or expense to Lessor. This Agreement shall be without cost to the City except for the City's obligations set forth or specifically provided elsewhere herein. The Lessee accepts the Leased Premises in its "As Is, Where Is" condition except with regards to items or duties which are expressly agreed to and set forth in writing by Lessor. Lessee shall keep and maintain the Leased Premises as set forth in PART SIX (B), pay all taxes in accordance with PART THREE, pay all casualty, liability and other insurance premiums as set forth in PART SIX (J), and satisfy all of its other obligations under this Agreement.
- B. MAINTENANCE BY LESSEE. Lessee shall be responsible for the following maintenance and repair to the Leased Premises:
1. All upkeep, repair, and maintenance of the Leased Premises including but not limited to interior walls, doors, locks, windows, flooring, fixtures, ceilings, roofs, lighting, electrical and plumbing systems, all heating, air conditioning and heating systems.
  2. Lessee's responsibilities under this section shall also include all other internal, external, and supporting structures and equipment;
  3. Upon occupation of the Leased Premises, maintain current landscaping in the area of the Leased Premises, Exhibit A.
  4. Lessee will not store or dispose of any debris or waste materials on Airport property, except by means of waste receptacles or containers authorized by Lessor;
  5. Lessee shall comply with all federal, state, and local fire codes and regulations. Lessee shall also provide and maintain hand-operated fire extinguishers for the interior of the building in accordance with applicable safety codes;
  6. Lessee will comply in all aspects with the City of Kissimmee Code including all

planning, zoning, and building codes, regulations, and ordinances. Lessor warrants that the intended use is compliant as to the City's land use and zoning codes.

7. Lessor retains the right to, reasonably in both time and scope, upon written notice to Lessee, require Lessee to undertake maintenance on the Leased Premises. Lessor shall be the sole judge of the due maintenance undertaken by the Lessee and may upon written notice require reasonable specific maintenance work to be completed by Lessee. If such reasonable maintenance is not completed within a reasonable time period, the Lessor shall have the right to perform such reasonable maintenance, and Lessee shall reimburse Lessor for the cost of such reasonable maintenance upon presentation of an invoice of costs occurred by Lessor. Lessee shall pay this amount within 30 days after receipt from Lessor in accordance with PART FOUR above.
8. Lessee agrees that upon the expiration of the term of this Agreement or sooner termination thereof, the Leased Premises shall be delivered to Lessor in the same condition as when the Lessee obtained possession, and reasonable wear and tear. Lessor reserves the right to enter and make periodic inspections of the Leased Premises and improvements thereon during normal business hours. Lessor reserves the right to enter the Leased Premises during such times as necessitated by an emergency or in order to prevent the occurrence of waste to the Leased Premises and its fixtures.

C. CONSTRUCTION, ALTERATIONS, REPAIRS.

1. Lessee shall not erect any structures, make any improvements or modifications, or undertake any other construction on the Leased Premises, except as previously set forth, nor shall Lessee alter, modify or make additions, improvements, or repairs to or replace any structure which is existing or built, or install any fixtures other than trade fixtures which are removable without causing permanent injury to the Leased Premises without prior written approval of the Lessor, such approval not to be unreasonably withhold, conditioned or delayed.
2. Development and construction will only be permitted in accordance with the guidelines presented in the approved Airport Master Plan. Before commencement of any improvements or modifications to the Leased Premises, the Lessee shall submit a written construction application to the Director, and if the Director requests, the construction application shall be in the form as set forth below. The plans for the proposed improvements or modifications to the Leased Premises shall completely describe the function and design and shall also contain the following: upon request,
  - a. A graphic presentation of the improvements showing exact locations of access and egress to and from the Leased Premises, facilities included and interior layouts and plans.

- b. A basic illustration of the décor of the Leased Premises including construction, furnishings and equipment.
  - c. Request for approval of above.
  - d. A schedule for completion of each phase of the improvements.
- 3. Lessor shall attempt to make a timely disposition of each Lessee Construction Application and will not arbitrarily or capriciously withhold or condition approval of the same.
- 4. Upon approval, the Lessee shall proceed with the construction, with reasonable diligence and at its sole cost and expense.
- 5. Where such alterations or construction has been made, Lessee shall, within (30) days following completion of the alterations, present to Lessor a complete set of “as-built” drawings including, without limitation, plumbing and electrical systems.
- D. UTILITIES. Lessee shall be solely responsible for and pay all charges for utilities for the Leased Premises, including but not limited to all charges pertaining to providing water, sewer, gas, electricity, telephone and internet service. Lessee shall pay utility charges within thirty (30) days of receiving the invoice for said utilities. Lessee will pay all costs of Storm Water fees associated with the paved aircraft parking area. Lessee will pay a proportional cost of any future fees enacted to cover the cost of utility services.
- E. TRASH AND GARBAGE REMOVAL. Lessee shall maintain the Leased Premises, improvements, and fixtures at all times in a safe, neat, and aesthetically pleasing condition. Lessee shall not permit the accumulation of any trash, ashes, or debris on the Leased Premises and shall remove such debris to a disposal site off the Airport property. Lessee shall provide a complete and proper arrangement for the adequate sanitary handling and disposal, away from the Airport, of all trash, garbage, and other refuse caused from its operation. Lessee shall provide and use suitable – covered metal receptacles in an area acknowledged by Lessor for all such garbage, trash, and other refuse. Piling of boxes, cartons, barrels, or other similar items in an unsightly or unsafe manner on or about the Leased Premises shall not be permitted.
- F. SIGNS. No signs, billboards, flyers shall be erected or maintained by Lessee except according to the Lessor's requirements for location and use of signs on Airport property. Before erection of any sign, billboard or flyer on city property, Lessee must obtain any applicable permits required by the City.
- G. NONDISCRIMINATION. **Exhibit B**, relating to FAA required non-discrimination provisions, is incorporated herein by this reference.
- H. HANDLING AND STORAGE OF PETROLEUM PRODUCTS AND OTHER MATERIAL BY LESSEE. Lessee shall handle, use, store, and dispose of hazardous



materials, fuel petroleum products, and all other materials, whether hazardous or not, owned or used by Lessee, its agents, contractors, assigns, guests, invitees, or any other person or firm in privity with Lessee on the Airport in accordance with all applicable federal, state, local laws which include but are not limited to Lessor's regulations, rules, and ordinances. No waste or disposable materials shall be released on the ground or in the storm sewer. Should such materials be spilled or escape from storage or in any way contaminate the Airport or property adjacent to the Airport through activities of the Lessee, the Lessee shall be responsible for the clean-up, containment and otherwise abatement of such contamination at Lessee's sole cost and expense. Further, Lessee shall notify the Lessor and all other appropriate government agencies of such an occurrence immediately after said incidence. Should the Lessee fail to comply with any term contained in this section, the Lessor may take any reasonable and appropriate action in the place of Lessee. The Lessee shall promptly pay the full cost of such remedial action incurred by the Lessor due to noncompliance under this section.

I. NO LIENS.

1. Lessee shall keep the Leased Premises free from all liens, including, but not limited to, mechanics liens arising from any alteration or construction work performed or labor or materials supplied to the Leased Premises. Any construction work on the Leased Premises authorized by the Lessee shall be performed pursuant to a "no-lien" contract and Lessee shall make certain that the Florida Statutes relating to the "no-lien" contracts are complied with in every particular detail.
2. If, at any time, Lessee shall cause any mechanic's, laborers, or material man's lien to be filed against the Leased Premises or any part thereof, Lessee shall cause the same to be discharged either by record, by payment, deposit, bond, order of a court of competent jurisdiction, or otherwise. If Lessee fails to cause such liens to be discharged by payment or through appropriate bond within thirty (30) days from the date said lien is filed, then such failure should be deemed a default in the performance of this Agreement.
3. Nothing in this Agreement shall be deemed or construed in any way as constituting the consent or request of the Lessor, express or implied by inference or otherwise, to any contractor, subcontractor, laborer, or material man for any specific improvement, alteration to or repair of the Leased Premises, or any part of the Leased Premises.

J. INDEMNITY AND INSURANCE BY LESSEE.

1. Indemnification. Lessee further covenants and agrees to indemnify and hold the City, its members, officers, employees, and agents of each, forever harmless from and against all liabilities, claims, judgments, costs, damages, fines, penalties, and expenses, including those which arise as the result of administrative action, which may accrue against, be charged to, or recovered from the foregoing by reason or on account of damages to or destruction of the property of the City, or the property of, injury to, or death of any person,

resulting or arising from Lessee' use, occupancy, operation, or maintenance of the Leased Premises, including the work, acts, or omissions of Lessee' officers, agents, employees, contractors, subcontractors, operators, except when proximately caused by the City's negligence. The City will refer to Lessee promptly upon notice thereof, any claim made or suit instituted against the City which, in any way, affects Lessee or its insurer, and Lessee or its insurer shall have the right to compromise and defend the same to the extent of its interest. Lessee shall pay all attorneys' fees and costs incurred by the City in its defense of any such action and in the recovery of all amounts owed by Lessee to the City under this Agreement. Any final judgment rendered against the City for any cause for which Lessee is liable hereunder shall be conclusive against Lessee as to a liability and amount. In addition to and without limiting the generality of any other provisions of this Lease Agreement, Lessee shall and hereby does indemnify and hold the City harmless from and against any and all losses, damages, expenses, fees, claims, demands causes of action, judgments, costs, fines, penalties, and liabilities, including, but not limited to, attorneys' fees and costs of litigation, and costs and expenses of response, remedial and corrective work, and other cleanup activities, arising out of or in any manner connected with (i) the "release" or "threatened release" (as those terms are defined in Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and the rules and regulations promulgated thereunder, as from time to time amended).

2. Insurance. Lessee shall procure and maintain in effect, at their own expense, for the term of this Agreement, Workers Compensation Insurance as required by Florida Statutes, or adequate Employee's Liability Insurance; Public Liability Insurance; and Property Damage Insurance covering all of Lessee's activities and the Leased Premises at the Airport. Lessee agrees to maintain general liability insurance coverage of \$1,000,000 for each occurrence and over \$2,000,000 general aggregate, as well as the required Auto insurance.

The Lessee shall maintain such insurance underwriters authorized to do business in the State of Florida satisfactory to the Lessor. Coverage is to be written on the broadest liability form including but not limited to products liability, blanket contractual, and independent contractors. All policies shall include the City of Kissimmee as an additional insured as its interests appear. Lessee shall furnish Lessor with a Certificate of Insurance from the Lessee's carrier indicating that there is such insurance coverage as hereinbefore provided, and if requested by the Lessor, shall submit to the Lessor, a true copy of the above insurance coverage. Said Certificate of Insurance shall provide that the policy or policies cannot be canceled or materially modified except upon thirty (30) days advance written notice by registered or certified mail to the Lessor. The dollar amount of liability insurance coverage shall be reviewed on a periodic basis and modified, if necessary, based upon escalating costs and limits for the uses as provided in this Agreement as compared to similar airports.

- K. COMPLIANCE WITH LAW, RULES AND REGULATIONS. Lessee shall, at its sole expense, observe and comply with the ordinances, statutes, rules, and regulations of all governmental authorities including Lessor which are applicable to the conduct of Lessee's business and in addition, those rules, and regulations of the Lessor not inconsistent with the provisions of this Agreement. Any penalties and costs levied as a result of the Lessee's

breach of any terms or covenants contained within this Agreement shall be borne by Lessee. Lessee will ensure the integrity of the Airport perimeter security at all times. This includes ensuring all gates, to include pedestrian gates, remain locked at all times unless monitored by an employee of the Lessee. Personnel vehicles of Lessee's employees, customers or contractors will not be parked on the airside.

**L. RENOVATIONS.**

1. All proposed renovation, refurbishing, alterations, remodeling, and construction shall be reviewed and approved by the Director and may also have to be reviewed and approved by the City Building Official, to include obtaining a Building Permit from the City.
2. The parties agree that all renovations, refurbishments, improvements, additions, fixtures, and alterations to Leased Premises shall be deemed to be attached to the freehold and shall become property of the Lessor to the extent as if the Leased Premises and its renovations, refurbishments, improvements, additions, fixtures, and alterations had been erected and installed on the Leased Premises prior to the execution of this Agreement.
3. Lessee expressly assumes full responsibility for all damages and injuries that may result to any person or persons or to adjoining property by reason of the excavation for, and the erection, construction, alteration, renovation, refurbishment, improvement, or maintenance of any building, pursuant to or under this Agreement, and shall indemnify Lessor against any and all claims arising from such actions.

**PART SEVEN  
OBLIGATIONS OF LESSOR**

- A. OPERATION AS A PUBLIC AIRPORT. Lessor covenants and agrees that at all times it will operate and maintain the Airport as a public airport consistent with and pursuant to the Sponsor's Assurances given by Lessor to the United States Government under the Federal Airport Act.
- B. ENTRY AND INSPECTION. Lessor shall have the right to enter upon and inspect the Leased Premises at any reasonable time, with twenty-four (24) hours' notice during the term hereof for any purpose necessary, incidental to or connected with the performance of its obligations hereunder or in the exercise of its governmental functions and, upon reasonable notice to Lessee. The Lessor shall not, during the course of any such inspection, unreasonably interfere with the Lessee's use and enjoyment of the Leased Premises.

**PART EIGHT  
DAMAGE OR DESTRUCTION OF LEASED PREMISES**

If the Leased Premises shall be partially damaged by fire, flood, lightning, windstorm, or other force of the elements or by the public enemy or from any cause not caused by the Lessee or

Lessee's agents, assigns, contractors, guests, or invitees, so as to adversely affect the Lessee's use of its exclusive space therein even though not rendering such space untenable, such damage shall be promptly repaired with due diligence by the Lessee at its own cost and expense. If damage caused shall be so extensive as to render the Lessee's exclusive space untenable, but nevertheless capable of being repaired and made tenantable within a period of sixty (60) days, the Lessee shall repair the damage at its own cost and expense. The rent payable shall be proportionately paid up to the time of such damage but shall thenceforth cease until such time as such building and space shall be restored. If the Leased Premises are completely destroyed or so damaged that it will and does remain untenable for a period of more than sixty (60) days, Lessee shall have the right to terminate this Agreement upon written notice to Lessor within sixty (60) days from the date of such damage or destruction. Nothing in this Article shall apply to damages to the Leased Premises caused by the acts of the Lessee, and Lessee shall, at its own cost and expense, promptly repair with due diligence all such damages resulting from its act of said character. Lessee shall not be obligated to expend more on repair or restoration than the amount of any insurance proceeds received by Lessee.

## PART NINE

### TERMINATION OF AGREEMENT, ASSIGNMENT, AND TRANSFERS

- A. TERMINATION. This Agreement shall terminate without action by either party at the end of the initial term or any renewal term.
- B. TERMINATION BY LESSEE. Lessee may terminate this Agreement after:
  - 1. Material default by Lessor in the performance of a covenant or agreement herein required to be performed by Lessor and the failure of Lessor to remedy such default for a period of sixty (60) days after receipt of written notice of default from Lessee. Unless Lessor is diligently attempting to remedy such default in which case Lessor shall be allowed such reasonable time as may be required.
  - 2. Upon Lessee giving ninety (90) days written notice to the Lessor pursuant to PART ELEVEN (G) of this Agreement and immediately upon or after the occurrence of either of the following events:
    - a. The failure or refusal of the Federal Aviation Administration (FAA) to permit the Lessee to operate into, from, or through the Kissimmee Gateway Airport
    - b. The duly enactment and implementation of a City, State, or Federal law, order, rule or regulation which is directly binding on the Leased Premises and the operation of the Lessee which directly results in the inability of the Lessee to use the Leased Premises for a period longer than one hundred eighty days (180) days during which time rent will abate.
- C. EXERCISING LESSEE'S RIGHTS OF TERMINATION. Lessee may exercise such right of termination by written notice to Lessor at any time after the occurrence of any such

events and the Agreement shall terminate as of the date notice is received by the Lessor.

D. TERMINATION BY LESSOR. Lessor may terminate this Agreement in the event Lessee shall:

1. Be in arrears in the payment of the whole or any part of the rent or other fees, payments, or sums due for a period of sixty (60) days after written notice and the time such payments become due;
2. Make a general assignment for the benefit of creditors;
3. File a voluntary or involuntary petition in bankruptcy;
4. Abandon the Leased Premises;
5. Default in the performance of any of the covenants, agreements and conditions required herein to be kept and performed by Lessee, and such default continues for a period of thirty (30) days after receipt of written notice from Lessor of said default, unless Lessor is diligently attempting to remedy such default in which case Lessor shall be allowed such reasonable time as may be required;
6. Appoint or to cause the appointment of a receiver for Lessee;
7. Violate local, state, federal, or Lessor's laws, statutes, ordinances, rules, and regulations not inconsistent with the provisions of this Agreement and such default continues for a period of sixty (60) days after receipt of written notice from Lessor of said default.

E. WAIVER OF STATUTORY NOTICE TO QUIT. In the event Lessor exercises its option to terminate this Agreement upon the happening of any of the events set forth in Section D of this Article, Termination by Lessor, a notice of termination shall be sufficient to terminate this agreement. Upon such termination, Lessee agrees that it will forthwith surrender possession of the Leased Premises to Lessor. Lessor will be given access to leased premises to remove its property following termination.

F. SUBLETTING AND ASSIGNMENT. Lessee may not rent or sublease the Leased Premises without the prior written consent of the Lessor consent which shall not be withheld, conditioned or delayed. Lessee may, with the prior written consent of Lessor, assign this Agreement; in such event, Lessee shall remain liable to Lessor for the remainder of the term of the Agreement to pay to Lessor any portion of the rental and fees not paid by the assignee when due. The assignee shall not assign the Agreement except with the prior written consent of the Lessor, and any assignment by the Lessee shall contain a provision to this effect. Further, any assignee of the lease shall be bound by the terms and conditions of this Agreement.

## PART TEN

## RIGHTS UPON TERMINATION

- A. LEASED PREMISES. It is the intent of this Agreement that the Leased Premises shall be and remain the property of Lessor during the entire term of this Agreement and thereafter.
- B. REMOVAL OF PERSONAL PROPERTY. Upon the expiration or termination of this Agreement, all buildings, improvements, and fixtures constructed or placed upon Leased Premises shall revert, free and clear of any mortgage or lien, to Lessor. At the termination of this Agreement for any reason, after payment of all rents and charges, Lessee shall have the right, within thirty (30) days thereafter to remove any of its office supplies, goods, furniture, machinery, equipment, and signs installed on the Lease Premises by Lessee, but shall repair at its own expense all damage caused by such removal. Any such personal property not removed by Lessee within such time shall become the property of the Lessor.
- C. LANDLORD LIEN. If the Lessee has not fully paid all the rents and charges pursuant to this Agreement, then the Lessor shall be entitled to a landlord lien for the purpose of securing the payment of all rents and charges. Lessor shall have the right to seize, hold, and liquidate such personal property possessed or owned by Lessee to satisfy any obligations of the Lessee and the costs incurred to perfect this landlord lien. Any excess funds from this liquidation shall be turned over to the Lessee.

## PART ELEVEN GENERAL PROVISIONS

- A. LESSOR'S RESERVED RIGHTS.
  - 1. City reserves the right: (i) to further develop, improve, repair and alter the Airport and all roadways, parking areas, terminal facilities, landing areas and taxiways as it may reasonably see fit, and provided that City shall use reasonable efforts to preserve Lessee's rights hereunder, City shall be free from any and all liability to Lessee for loss of business or damages of any nature whatsoever to Lessee occasioned by the making of such improvements, repairs, alterations and additions, unless such loss or damages are caused by the negligence or willful misconduct of the City, (ii) to establish such fees and charges for the use of the Airport by Lessee (excluding any additional charge for the use of the Leased Premises) and all others similarly situated from time to time as City may deem advisable, and (iii) for itself and others to utilize and maintain any utility and drainage easements located on the Leased Premises, and (iv) to run water, sewer, electrical, telephone, gas, drainage and other lines under or through the Leased Premises and to grant necessary utility easements therefore, provided that in the exercise of such rights, Lessee's use of the Leased Premises and any Improvements shall not be unreasonably impaired and any damage to the Leased Premises or any Improvements caused by City as a result thereof shall be repaired without cost to Lessee.
  - 2. This Agreement shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States, relative to the operation or



maintenance of the Airport, the terms relative to the operation or maintenance of the Airport, the terms and execution of which have been or may be reimbursement to Lessor for federal funds for the development of the Airport.

- B. NON-INTERFERENCE WITH OPERATION OF AIRPORT. Lessee by accepting this Agreement expressly agrees for itself and its successors and assigns that it will not make use of the Leased Premises in any manner which might interfere with the landing and taking off of aircraft at the Airport or otherwise constitute a hazard. In the event this covenant is breached, the Lessor reserves the right to enter upon the Leased Premises and cause the abatement of such interference at the reasonable expense of Lessee.

Lessor shall maintain and keep in repair the landing area of the Airport and shall have the right to direct and control all activities of the Lessee in this regard.

- C. NONEXCLUSIVE RIGHT.

The Lessee expressly agrees, on behalf of itself and its successors and assigns that to the extent it has any rights under this Agreement to conduct any activity on the Airport property, such rights are nonexclusive and City has reserved the right to grant similar rights to others at the Airport. The provisions of this subsection shall not confer any rights on Lessee which have not been expressly granted to Lessee elsewhere in this Agreement.

- D. WAIVER OF JURY TRIAL, VENUE. It is mutually agreed by and between Lessee and Lessor that each of the parties do hereby waive trial by jury in any action, proceeding, or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Agreement. Venue of all actions shall be Osceola County, Florida.

- E. TAXES, LICENSES, AND PERMITS. Lessee shall pay all personal property taxes which may be assessed against merchandise, or other personal property belonging to the Lessee located on the Leased Premises, or other permitted portions of the Airport. In the event any real estate taxes are assessed against the land or improvements on the Leased Premises during the term of this Agreement, such taxes shall be paid by Lessee. Lessee shall obtain and pay for all license, permits, fees, or other authorization or charges as required under federal, state, or local laws and regulations insofar as they are necessary to comply with the requirements of this Agreement and the privileges extended hereunder.

- F. PARAGRAPH HEADINGS. The paragraph headings are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

- G. NOTICE. Whenever any notice is required by this Agreement to be made, given, or transmitted, such notice shall be served by Certified or Registered Mail with return receipt, addressed to the Lessor in following manner:

Director of Aviation  
Kissimmee Gateway Airport

401 Dyer Boulevard  
Kissimmee, FL 324741-4613

and notices, consents and approvals to addressed to Lessee in the following manner:

Sandpiper Florida Real Estate Holdings, LLC  
3955 Merlin Drive  
Kissimmee, FL 34741

Business Manager  
Sandpiper Florida Real Estate Holdings, LLC  
3955 Merlin Drive  
Kissimmee, FL 34741

William M. Whelan  
c/o Whelan Associates 70  
N. Second Street New  
Bedford, MA 02740

|                      |                              |
|----------------------|------------------------------|
| Paul T Prew, Esquire | Mark Shub, Esquire           |
| 23 Norfolk Avenue    | Shub & Associates, P. C. 696 |
| So. Easton, MA 02375 | Smith Neck Road South        |
|                      | Dartmouth, MA 02748          |

or such other addresses as the parties may designate to each other in writing.

- H. FLORIDA LAW. This Agreement shall be interpreted in accordance with the laws of the State of Florida.
- I. SUCCESSORS AND ASSIGNS. All of the terms, covenants, and agreements herein contained shall be binding upon and shall inure to the benefit of the successors and assigns of the parties.
- J. AMERICANS WITH DISABILITIES ACT. As used herein, "ADA" shall mean the Americans with Disabilities Act, P.L. 101-336, 104 Stat. 327 (1990), as amended from time to time, and the regulations promulgated thereunder. Lessee shall be responsible for any actions required to comply with ADA (including, without limitation, any actions required by the City to enable the City to meet its ADA obligations with respect to Lessee's operations) as a result of (i) any Improvements or modifications which it makes to the Leased Premises, (ii) its particular use of the Leased Premises and (iii) any changes to the ADA after the Effective Date. Any modification to the Leased Premises, which Lessee is required to make under this Section, shall be performed to the satisfaction of the City. In the event the Lessee shall fail to construct or modify any Improvements to the Leased Premises as required under this Section, the City shall have the right to enter the Leased Premises and perform such modifications on the Lessee's behalf, without liability for any disruption to the Lessee's activities therein during the completion of or as a result of such

modifications, and the cost of such modifications shall be invoiced to the Lessee and shall be promptly paid by the Lessee to the City as additional Rent hereunder.

- K. ATTORNEY FEE PROVISION. In the event that any proceeding at law or in equity arises hereunder or in connection herewith (including any appellate proceeding or bankruptcy proceeding) the prevailing party shall be awarded costs, reasonable expert fees and reasonable Attorney's Fees incurred in connection therewith.
- L. RADON GAS NOTICE. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.
- M. PUBLIC ENTITIES CRIME NOTICE. The Lessee acknowledges the following notice:  
  
A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 \$35,000 for a period of 36 months from the date of being placed on the convicted vendor list.
- N. BROKER LANGUAGE. City and Lessee represent and warrant to each other that they have dealt with no broker in connection with this Agreement and the transactions contemplated hereby, and each agrees to indemnify and hold the other harmless in the event its representation and warranty contained herein is not true.
- O. ESTOPPEL PROVISION. At the request of either party, the other shall with reasonable promptness deliver to the requesting party a written and acknowledged statement that this Agreement is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), that to the best of the responding party's knowledge, the requesting party is not in default under this Agreement (or if the responding party has knowledge that the requesting party is in default, identifying the default), and providing such other information with respect to the Agreement and the relationship between City and Lessee as may reasonably be requested. In addition, at the City's request, Lessee shall promptly execute and return to City a short form memorandum of this Agreement which may be recorded in the public records of Osceola County, Florida in City's sole discretion.
- P. ENGINE RUNUPS. Except to the extent that noise restrictions of any governmental City having jurisdiction thereover may preclude or limit the same, Lessee shall have the right to conduct engine runups at the Leased Premises, and/or the nonexclusive right in common with others, to conduct engine runups on the Airport at such location or locations as City

may designate from time to time for such purposes, in reasonable proximity to the Leased Premises on the Airport, and subject to the reasonable rules and regulations of City.

- Q. EFFECTIVE DATE. The Effective Date shall mean the date that the last party fully executes this Agreement.

## PART TWELVE ENVIRONMENTAL MATTERS

### A. STORAGE TANKS.

1. Lessee agrees to comply with all applicable federal, state, and local government regulations regarding above and underground storage tanks effective on the date of execution of this Agreement and as hereafter may be enacted or amended. Specifically, Lessee agrees that all regulated above or underground storage tanks owned or operated by it and located on the Leased Premises or which might discharge on or under the Leased Premises, shall be registered with the appropriated federal, stated, and local authorities; shall be constructed of approved materials; shall, if existing, be appropriately retrofitted pursuant to current federal, state, and local requirements; shall have an approved method of leak detection; and shall be made available for compliance inspection at all times during normal business hours. ("Approved" for purposes of this provision shall mean: "determined to meet applicable federal and state environmental regulatory requirements.") Further, Lessee agrees to properly record, maintain, and reconcile all inventory record required by appropriate federal, state, and local regulations and to make such records available for inspection at the Leased Premises at all times during normal business hours.
2. Lessee shall comply with the financial responsibility requirements set forth in 40 U.S.C. 280 by obtaining at least one million dollars (\$1,000,000.00) of third-party liability insurance and one million dollars (\$1,000,000.00) of restoration (cleanup) insurance as coverage for all petroleum storage tank activities conducted by Lessee on or adjacent to the Leased Premises. Such insurance must be maintained in effect during the entirety of the term of this Agreement and proof of such insurance must be provided to Lessor prior to the operation or installation of any regulated above or underground petroleum storage tanks on or about the Leased Premises. This insurance requirement may be satisfied by qualification for and compliance with the Florida Petroleum Liability Insurance and Restoration Program as established by Section 376.3072, Florida Statutes.

- B. INDEMNIFICATION. Lessee agrees to indemnify and hold the City, and the members, officers, employees and agents of each, harmless from and against all liabilities, claims, judgment, costs, damages, fines, penalties, and expenses, including those which arise as the result of administrative action, which may accrue against, be charged to or recovered from the foregoing by reason or on account of damages to or destruction of the property of the City, or the property of, injury to or death of any person, resulting or arising from Lessee's use, occupancy, operation or maintenance of the Leased Premises, including the

work, acts, or omissions of its officers, agents, employees, contractors, subcontractors, operators, and sub-lessees, except to the extent caused by the City's negligence or by the joint negligence of the City and any person other than Lessee, its officers, agents, employee, contractors, subcontractors, operators, or sub-lessees. City will refer to Lessee, promptly upon notice thereof, any claim made, or suit instituted against it, which, affects Lessee or its insurer, and Lessee or its insurer shall have the right to compromise and defend the same to the extent of its interest. Lessee shall pay all attorneys' fees and costs incurred by the City in its defense of any such action and in the recovery of all amounts owed by the Lessee to the City under this Agreement. Any final judgment rendered against the City for any cause for which Lessee is liable hereunder shall be conclusive against Lessee as to liability and amount.

C. HAZARDOUS MATERIALS COVENANTS.

1. Lessee hereby represents and warrants to and for the benefit of the disposal of any Hazardous Materials (hereinafter defined) upon the Leased Premises or any portion thereof or which will result in Hazardous Materials Contamination (hereinafter defined). From purposes hereof the term "Hazardous Materials" shall mean and refer to (i) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. \*6901 et seq.), as amended from time to time, and regulations promulgated thereunder, (ii) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. 24, \*6901, et seq.) ("CERCLA"), as amended from time to time, and regulations promulgated thereunder; (iii) asbestos (iv) polychlorinated biphenyls; (v) urea formaldehyde; (vi) any substance the presence of which on the Leased Premises is prohibited by the City that the Leased Premises will not use or operated in any manner that will result in the storage use treatment, manufacture, or any applicable environmental laws or regulations ("Laws") or by any other legal requirements affecting the Leased Premises; (viii) petroleum-based materials (with the exception of tires affixed to vehicles); and (viii) any other substance which is defined as hazardous, toxic, infectious, or radioactive by any laws or by any other legal requirements affecting the Leased Premises. The term "Hazardous Materials Contamination" shall mean and refer to the contamination of the Leased Premises, soil, surface water, ground water, air, or other elements on or off the buildings, facilities, soil, surface water, ground water, air, or other elements on, or of, any other property as a result of Hazardous Materials at any time emanating from the Leased Premises.
2. In addition to and without limiting the generality of any other provisions of this Agreement, Lessee shall and hereby does indemnify and hold the City harmless from and against any damages, expenses, fees, claims, demands, causes of action, judgments, costs, fines, penalties, and liabilities, including, but not limited to, attorneys' fees and costs of litigation, and costs and expenses of response, remedial, and corrective work and other cleanup activities, arising out of or in any manner connected with (i) the "release" or "threatened release" (as those term are defined in CERCLA and the rules and regulations promulgated thereunder, as from time to

time amended) by Lessee or Lessee's employees, agents, delegates, invitees, licensees, concessionaires, contractors, or representatives, of any Hazardous materials, or (ii) any occurrence of Hazardous Materials Contamination affecting the Leased Premises caused solely by Lessee. The provisions of this Section shall survive any acquisition of the Leased Premises by the City, and such provisions shall remain in full force and effect as long as the possibility exists that the City may suffer or incur any such losses, damages, expenses, fees, claims, demands, causes of action, judgments, costs, liabilities, and all losses.

3. Lessor shall be responsible for any and all remedial action with respect to any Environmental Problem at the Leased Premises which exists prior to the date of this Agreement. The Parties hereby acknowledge that City shall conduct a Phase I report of the Leased Premises, prior to the construction of any improvements by the Lessee. The Lessee shall not be obligated to take possession of the property, until completion of the Phase I, and any remediation work identified by this report or a Phase II report has been completed by Lessor. The Phase I conducted shall act as the "Baseline" to establish the environmental condition of the Leased Premises at the time of the commencement of possession by Lessee.
4. Within thirty (30) days of the expiration of this Agreement, Lessor shall prepare an environmental report equivalent to Phase I and Phase II, to include borings to establish the environmental condition of the Leased Premises as of expiration of the Agreement. In the event it is determined during the Agreement or at the expiration of this Agreement, that the Leased Premises contains pollutants in amounts which violate any applicable Federal, State or local governmental standards, Lessee shall be responsible for any and all remedial action with respect to any Environmental Problem at the Leased Premises which exists after the Baseline. To the extent permitted by applicable law, Lessee shall indemnify defend and hold the City completely harmless from and against any and all liabilities (including, but not limited to, liability under CERCLA and any other environmental statute, law, ordinance, regulation, rule or order), losses, suits, claims, demands, judgments, fines, damages, penalties, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to court costs, reasonable expert fees and reasonable Attorneys' Fees) with respect to any hazardous substances existing at the Leased Premises prior to expiration of the Agreement.

#### **PART THIRTEEN PRIOR LEASES**

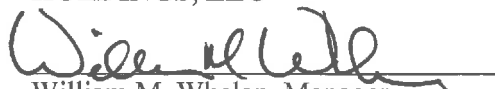
Both parties acknowledge and agree that there exist prior leases and addendums for parcels W3 and W4 with Stallion 51 dated December 7, 1993 and January 6, 1998; and Sandpiper Turbine, LLC dated March 19<sup>th</sup>, 2019. It is the intent and desire of the parties to terminate these leases upon the effective date of this lease.

*Signature page to follow*



**IN WITNESS THEREOF**, the parties now sign, agree to, and enter into this Agreement on the day and year first above written.

**SANDPIPER FLORIDA REAL ESTATE HOLDINGS, LLC**

  
William M. Whelan, Manager

State of NEW HAMPSHIRE  
County of Grafton

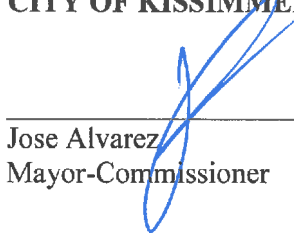
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on this 27th day of October, 2020, by William M. Whelan, as President of **Sandpiper** Florida Real Estate Holdings, LLC, a limited liability company organized under the laws of the State of Florida, who is ☐ personally known to me or who has produced Driver's License as identification, and acknowledged before me that they executed the foregoing instrument as such officer in the name and on behalf of the corporation.

Seal:

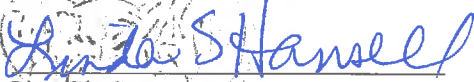
  
Notary Public, State of Florida

JODY B. LABRECQUE NEW HAMPSHIRE  
Notary Public - New Hampshire  
My Commission Expires February 10, 2021

**CITY OF KISSIMMEE, FLORIDA**

  
Jose Alvarez  
Mayor-Commissioner

ATTEST:

  
City Clerk

Approved as to form and legality

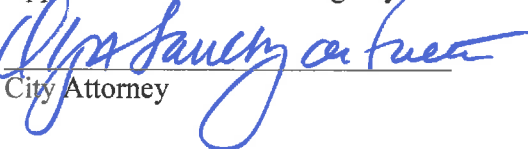
  
City Attorney

Exhibit "A"  
[Leased Premises Exhibit"]

**Exhibit “B”**  
**FAA Required Contract Provisions**  
**GENERAL CIVIL RIGHTS PROVISIONS**

If and to the extent applicable as a matter of law, the Lessee agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the Lessee transfers its obligation to another, the transferee shall be obligated in the same manner as the Lessee.

This provision obligates the Lessee for the period during which the property is owned, used or possessed by the Lessee and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964, if and to the extent applicable as a matter of law.

**Compliance with Nondiscrimination Requirements:**

During the performance of this contract, the Lessee, for itself, its assignees, and successors in interest (hereinafter referred to as the “Lessee”), agrees as follows, if and to the extent applicable as a matter of law:

**Compliance with Regulations:** The Lessee (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities set forth herein, which are herein incorporated by reference and made a part of this contract.

**Nondiscrimination:** The Lessee, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of sub-Lessees, including procurements of materials and leases of equipment. The Lessee will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

**Solicitations for Subcontracts, including Procurements of Materials and Equipment:**

In all solicitations, either by competitive bidding or negotiation made by the Lessee for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential sub-Lessee or supplier will be notified by the Lessee of the Lessee’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

**Information and Reports:** If and to the extent applicable as a matter of law, the Lessee will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Lessee is in the exclusive possession of another who fails or refuses to furnish the information, the Lessee will so certify to the sponsor or the Federal Aviation

Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

**Sanctions for Noncompliance:** In the event of a Lessee's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Lessee under the contract until the Lessee complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

**Incorporation of Provisions:** The Lessee will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Lessee will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Lessee becomes involved in, or is threatened with litigation by a sub-Lessee, or supplier because of such direction, the Lessee may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Lessee may request the United States to enter into the litigation to protect the interests of the United States.

#### **CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE AIRPORT IMPROVEMENT PROGRAM**

1. The Lessee for itself, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that:
  - a. In the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed herein if and to the extent applicable as a matter of law, such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
2. In the event of breach of any of the above Nondiscrimination covenants, the Aviation City will have the right to terminate the Agreement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Agreement had never been made or issued.

#### **CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM**

1. The Lessee for itself, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Lessee will use the Leased Premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities set forth herein if and to the extent applicable as a matter of law.
2. In the event of breach of any of the above nondiscrimination covenants, the Aviation City will have the right to terminate the Lease and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued.

#### **TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES**

During the performance of this contract, the Lessee agrees to comply with the following non-discrimination statutes and authorities if and to the extent applicable as a matter of law, such may be amended from time to time upon thirty (30) days' advanced written notice to Lessee:

Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;

The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (Prohibits discrimination on the basis of age);

Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975

and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).



**SANDPIPER FLORIDA REAL ESTATE HOLDINGS, LLC**

**LEASE AGREEMENT**

**THIS LEASE AGREEMENT** (the "**Agreement**") is made this 30<sup>th</sup> day of December, 2021 between the Sandpiper Florida Real Estate Holdings, LLC ("**Lessor**") a Florida limited liability company, whose address is c/o Whelan Associates, LLC, 70 N. 2<sup>nd</sup> St, New Bedford, MA 02740 and VeriJet, Inc. ("**Lessee**") a Delaware corporation qualified to do business in the State of Florida with an address of 14200 NW 42<sup>nd</sup> Avenue, Suite 807, Opa-locka, FL 33054. Lessor and Lessee are sometimes referred to in this Agreement individually as a "**Party**" and collectively as the "**Parties**".

**WITNESSETH:**

**WHEREAS**, Lessor is the owner of certain improvements (the "**Hangar**") to real property located at 3955 Merlin Drive, Kissimmee, Florida 34741 ("the "**Property**"), at the Kissimmee Gateway Airport, a municipal airport (the "**Airport**"); and

**WHEREAS**, the Lessor leases the Property from the Airport pursuant to a ground lease dated \_\_\_\_\_ (the "**Ground Lease**"); and

**WHEREAS**, the Lessor desires to lease to Lessee, and the Lessee is desirous, willing and able to enter into a lease from Lessor for a portion of the Hangar to operate a corporate office, flight training, aircraft maintenance, aircraft storage and all appurtenant uses, pursuant to the terms of this Agreement.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and for other able consideration, the Parties hereto agree as follows:

**PART ONE**  
**DESCRIPTION OF LEASED PREMISES**

- A. **LEASED PREMISES.** Lessor leases to Lessee a portion of the Hangar (the "**Leased Premises**") located on the Property, containing approximately 4,000 square feet of Hangar space and 1,350 square feet of office, storage, lounge and restroom space. The Leased Premises floor space is intended to be enough for Lessee to work on two aircraft at a time. Lessor or its affiliate will retain the remaining 6,000 SF of Hangar space (enough to work on 3 aircraft) and 1,350 SF of office/material storage/lounge/bathroom space. The Leased Premises will also include common area space adjacent to the Hangar for Lessee to place one or two trailers, subject to Lessee obtaining all necessary permitting at its sole cost.

Additional common area space to be shared by Lessor and Lessee includes the parking area and the airfield side ramp. Lessee's use of such Common Areas is subject to the reasonable approval of Lessor.

- B. **CONDITION OF LEASED PREMISES.** Lessor represents to Lessee that the Leased Premises meets all applicable building and code requirements. Further, the Leased Premises meets all OSHA exit, egress marking, extinguisher and fire code requirements. Based on the foregoing, Lessee accepts the Leased Premises and any improvements on, about, or associated with the Leased Premises "As Is, Where Is" and in their present condition. Lessee further warrants that the Leased Premises are suitable for Lessee's proposed use described herein.
- C. **RE-ADJUSTMENT OF LEASED PREMISES.** This Lease shall be subject to all restrictions of record affecting the Airport and the use thereof, all federal, state, county and Lessor laws and regulations affecting the same, and shall be subject and subordinate to the provisions of the Ground Lease. By the commencement of the Term, Lessor shall confirm to Lessee that this Agreement and the underlying Lease has been approved by the City of Kissimmee, the ISM Airport Authorities, and any other relevant authority as required by the Ground Lease. Further, Lessor will provide Lessee with a copy of the Ground Lease, and notify Lessee should any notifications from the Ground Lease lessor which may impact Lessee's business operations at the Leased Premises.

## PART TWO TERM OF LEASE

- A. **PRIMARY TERM.** The term of this Lease (the "**Term**") shall be for a two (2) year period, with the period commencing on the first day of January 2022 and ending on the last day of December 2023. Notwithstanding the foregoing, Lessee may terminate this Lease at the end of any calendar month on two (2) calendar months written notice of termination (the "**Early Termination**").
- B. **HOLDING OVER.** In the event Lessee shall continue to occupy the Leased Premises beyond the term of this Agreement after Lessor gives written notice to vacate, such holding over shall not constitute a renewal of this Agreement but shall be a tenancy of sufferance only. Unless otherwise agreed to in advance, the amount of rent to be paid by Lessee during this hold over period shall equal two (2) times the normal monthly rent as stated in this agreement or the maximum amount allowed by law, whichever is greater. The Parties agree, however, that if Lessor or Lessor's designee is involved in the development and/or construction of the New Hangar as described below, and the New Hangar is not ready for Lessee to occupy, then (a) the Parties hereby agree that the Term will be extended until Lessee can occupy said New Hangar (the "**Extended Term**"),

and during the Extended Term, Lessee shall continue to pay Rent, as set forth in Part Three below and any holding over additional payments in this Part Two Section "B" shall not apply during the Extended Term.

### PART THREE RENT

- A. **BASE RENT.** Lessee is contemplating the construction of a hangar on property other than the Property (the "**New Hangar**"). If Lessor or Lessor's designee is the general contractor and the developer (owner) of the New Hangar, then base rent for the Leased Premises shall be Five Thousand Dollars (\$5,000.00) per month. It is hereby agreed that Lessor and lessee will enter into good faith negotiations for the design and leasing of the New Hangar with Lessor as owner and lessor and Lessee as occupant and lessee of the New Hangar. Base rent will be due on the first day of every month ("**Due Date**") and shall be deemed delinquent if not received by the Lessor on or before the tenth day of every month.
- B. **OPERATING EXPENSES AND REAL ESTATE TAXES:**
- (i) Lessor will pay ground rent, property taxes and property insurance. Any GAAP defined capital improvements required will be paid by Lessor.
  - (ii) Lessee will pay its pro-rata portion of utilities and shall carry its own liability insurance naming Lessor as additionally insured.
  - (iii) Lessor shall pay all other costs associated with the operation and maintenance of the Building.
- C. **PAYMENT OF SALES TAX.** Lessee shall be liable at its sole cost and expense, and the Lessor shall have no liability for, any sales, use or similar taxes with respect to all rent and other payments made by Lessee in accordance with the provisions of this Agreement. Lessee shall indemnify, defend, and hold Lessor completely harmless from and against any liability, including any interest and penalties, which might arise in connection with any such taxes. Lessor shall not invoice Lessee for such sales taxes.

### PART FOUR PAYMENTS

- A. **TIME AND PLACE OF PAYMENT.** All payments pursuant to Part Three, and other charges are to be made at c/o Whelan Associates, LLC, 70 N 2<sup>nd</sup> Street, New Bedford, MA 02740, or such other place Lessor may direct Lessee in writing.
- B. **DELINQUENT PAYMENT OF RENT AND FEES.** If any payments to be made pursuant to Part Three are not timely paid, then the Lessee shall pay to Lessor a penalty of 5% of the amount due commencing ten (10) days after the Due Date.

**PART FIVE  
PRIVILEGES**

- A. **USE.** The Leased Premises shall be used solely for corporate offices, flight operations and training, aircraft maintenance, aircraft storage, aircraft tooling and parts storage and all appurtenant uses in connection with Lessee's charter flight operations, pursuant to the terms of this Agreement (the "**Permitted Use**"). During the term of the Agreement, Lessee shall enjoy quiet use of the Leased Premises.
- B. **PROHIBITED USES.** The Lessee shall not use or permit the use of the Leased Premises or any part thereof for any purpose or purposes other than the Permitted Use.
- C. **INGRESS AND EGRESS.** Barring emergencies, Lessee shall have at all times the full and free right of ingress and egress. Such right also extends to persons or organizations supplying materials or furnishing services to Lessee, as well as employees, customers, guest, and other invitees, who include vehicles, machinery, and equipment reasonably required by such persons or organizations.

**PART SIX  
OBLIGATIONS OF  
AGREEMENT**

- 1. Lessee will not store or dispose of any debris or waste materials on Airport property, except by means of waste receptacles or containers authorized by Airport;
  - 2. Lessee shall comply with all federal, state, and local fire codes and regulations. Lessee shall also provide and maintain hand-operated fire extinguishers for the interior of the building in accordance with applicable safety codes;
  - 3. Lessee agrees that upon the expiration of the term of this Agreement or sooner termination thereof, the Leased Premises shall be delivered to Lessor in the same condition as when the Lessee obtained possession, and reasonable wear and tear. Lessor reserves the right to enter and make periodic inspections of the Leased Premises and improvements thereon during normal business hours. Lessor reserves the right to enter the Leased Premises during such times as necessitated by an emergency or in order to prevent the occurrence of waste to the Leased Premises and its fixtures.
- B. **CONSTRUCTION, ALTERATIONS, REPAIRS.**

1. Lessee shall not erect any structures, make any improvements or modifications, or undertake any other construction on the Leased Premises, nor shall Lessee alter, modify or make additions, improvements, or repairs to or replace any structure which is existing or built, or install any fixtures other than trade fixtures which are removable without causing permanent injury to the Leased Premises without prior written approval of the Lessor, such approval not to be unreasonably withhold, conditioned or delayed.
- C. UTILITIES. Lessee shall be solely responsible for and pay forty percent (40%) of all charges for utilities for the Leased Premises, including but not limited to all charges pertaining to providing water, sewer, gas, electric, Lessee shall pay utility charges within thirty (30) days of receiving the invoice for said utilities.
  - D. TRASH AND GARBAGE REMOVAL. Lessee shall maintain the Leased Premises, improvements, and fixtures at all times in a safe, neat, and aesthetically pleasing condition. Lessee shall not permit the accumulation of any trash, ashes, or debris on the Leased Premises and shall remove such debris to a disposal site off the Airport property. Lessee shall provide a complete and proper arrangement for the adequate sanitary handling and disposal, away from the Airport, of all trash, garbage, and other refuse caused from its operation. Lessee shall provide and use suitable - covered metal receptacles in an area acknowledged by Lessor for all such garbage, trash, and other refuse. Piling of boxes, cartons, barrels, or other similar items in an unsightly or unsafe manner on or about the Leased Premises shall not be permitted.
  - E. SIGNS. No signs, billboards, flyers shall be erected or maintained by Lessee except at Lessee's sole cost, Lessee may install signage on the Building façade and entry doors with Lessor's consent, which consent shall not be unreasonably withheld, delayed or conditioned. Before erection of any sign, billboard or flyer on Lessor property, Lessee must obtain any applicable permits required by the Lessor. Such signage shall be removed by Lessee and the façade restored to its original condition upon expiration or termination of the Lease.
  - F. HANDLING AND STORAGE OF PETROLEUM PRODUCTS AND OTHER MATERIAL BY LESSEE. Lessee shall handle, use, store, and dispose of hazardous materials, fuel petroleum products, and all other materials, whether hazardous or not, owned or used by Lessee, its agents, contractors, assigns, guests, invitees, or any other person or firm in privity with Lessee on the Property in accordance with all applicable federal, state, local laws which include but are not limited to Airport's regulations, rules, and ordinances. No waste or disposable materials shall be released on the ground or in the storm sewer. Should such materials be spilled or escape from storage or in any way contaminate the Airport or property adjacent to the Airport through activities of the Lessee, the Lessee shall be responsible for the clean-up, containment and otherwise abatement of such contamination at Lessee's sole cost and expense. Further, Lessee shall notify the Lessor and all other appropriate government agencies of such an occurrence

immediately after said incidence. Should the Lessee fail to comply with any term contained in this section, the Lessor may take any reasonable and appropriate action in the place of Lessee. The Lessee shall promptly pay the full cost of such remedial action incurred by the Lessor due to noncompliance under this section.

**G. NO LIENS.**

1. Lessee shall keep the Leased Premises free from all liens, including, but not limited to, mechanics liens arising from any alteration or construction work performed or labor or materials supplied to the Leased Premises. Any construction work on the Leased Premises authorized by the Lessee shall be performed pursuant to a "no- lien" contract and Lessee shall make certain that the Florida Statutes relating to the "no-lien" contracts are complied with in every particular detail.
2. If, at any time, Lessee shall cause any mechanic's, laborers, or material man's lien to be filed against the Leased Premises or any part thereof, Lessee shall cause the same to be discharged either by record, by payment, deposit, bond, order of a court of competent jurisdiction, or otherwise. If Lessee fails to cause such liens to be discharged by payment or through appropriate bond within thirty (30) days from the date said lien is filed, then such failure should be deemed a default in the performance of this Agreement.
3. Nothing in this Agreement shall be deemed or construed in any way as constituting the consent or request of the Lessor, express or implied by inference or otherwise, to any contractor, subcontractor, laborer, or material man for any specific improvement, alteration to or repair of the Leased Premises, or any part of the Leased Premises.

**H. INDEMNITY, INSURANCE, AND WAIVER OF SUBROGATION.**

1. **THIRD PARTY CLAIMS.** If either party (the "**Indemnifying Party**") engages in any conduct, regardless of whether it was permitted conduct, and a third party brings a claim (the "**Third Party Claim**") against the other party (the "**Indemnified Party**"), the Indemnifying Party shall and hereby does and covenants and agrees to indemnify and hold harmless the Indemnified Party, its members, officers, employees, and agents of each, forever from and against all liabilities, claims, judgments, costs, damages, fines, penalties, and expenses, including those which arise as the result of administrative action, including, but not limited to reasonable attorneys' fees incurred, which may accrue against, be charged to, or recovered from the foregoing by reason or on account of such third party claim.
2. **CERCLA CLAIMS.** If the Lessee, the "**Indemnifying Party**" engages in any conduct, regardless of whether it was permitted conduct that is connected with (i) the "release" or "threatened release" (as those terms are defined in



Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and the rules and regulations promulgated thereunder, as from time to time amended), Lessee shall and hereby does and covenants and agrees to indemnify and hold harmless the Lessor, its members, officers, employees, and agents of each, forever from and against any and all losses, damages, expenses, fees, claims, demands causes of action, judgments, costs, fines, penalties, and liabilities, including, but not limited to, reasonable attorneys' fees incurred and costs of litigation, and costs and expenses of response, remedial and corrective work, and other cleanup activities, arising out of or in any manner connected therewith.

3. **DAMAGE TO LESSEE PROPERTY.** If the Lessor, the "Indemnifying Party" engages in any gross negligence or intentional misconduct, Lessor shall and hereby does and covenants and agrees to indemnify and hold harmless the Lessee, its members, officers, employees, and agents of each, forever, from and against all damages to or destruction of the property of the Lessee, on the Leased Premises arising out of the gross negligence or intentional misconduct of the Lessor or its agent, except when proximately caused by the Lessee's negligence, provided that the Lessee promptly (a) notifies Lessor in writing of the occurrence of any such damage, (b) promptly provides Lessor in writing a detailed description of all such damage and the basis for the Lessee's claim for indemnification.
4. **DAMAGE TO LESSOR PROPERTY.** If the Lessee, the "Indemnifying Party" engages in any gross negligence or intentional misconduct, Lessee shall and hereby does and covenants and agrees to indemnify and hold harmless the Lessor, its members, officers, employees, and agents of each, forever, from and against all damages to or destruction of the property of the Lessor, on or part of the Leased Premises arising out of the gross negligence or intentional misconduct of the Lessee or its agent, except when proximately caused by the Lessor's negligence, provided that the Lessor promptly (a) notifies Lessee in writing of the occurrence of any such damage, (b) promptly provides Lessee in writing a detailed description of all such damage and the basis for the Lessor's claim for indemnification.
5. **WAIVER OF SUBROGATION.** Each Party will first look to its own insurance before making any claim against the other. To the extent possible, each Party shall obtain, for all policies of insurance required by this Agreement, provisions permitting waiver of subrogation against the other Party, and each Party, for itself and its insurers, hereby waives the right to any claim against the other (or its agents, employees or insurers) for loss or damage covered by the insurance requirements of this Agreement.
6. Lessee shall procure and maintain in effect, at their own expense, for the term of this Agreement, Workers Compensation Insurance as required by Florida Statutes, or adequate Employee's Liability Insurance; Public Liability

Insurance; and Property Damage Insurance covering all of Lessee's activities and the Leased Premises at the Airport. Lessee agrees to maintain general liability insurance coverage of \$1,000,000 for each occurrence and over \$2,000,000 general aggregate, as well as the required Auto insurance.

The Lessee shall maintain such insurance underwriters authorized to do business in the State of Florida satisfactory to the Lessor. Coverage is to be written on the broadest liability form including but not limited to products liability, blanket contractual, and independent contractors. All policies shall include the Lessor of Kissimmee as an additional insured as its interests appear. Lessee shall furnish Lessor with a Certificate of Insurance from the Lessee's carrier indicating that there is such insurance coverage as hereinbefore provided, and if requested by the Lessor, shall submit to the Lessor, a true copy of the above insurance coverage. Said Certificate of Insurance shall provide that the policy or policies cannot be canceled or materially modified except upon thirty (30) days advance written notice by registered or certified mail to the Lessor. The dollar amount of liability insurance coverage shall be reviewed on a periodic basis and modified, if necessary, based upon escalating costs and limits for the uses as provided in this Agreement as compared to similar airports.

I. COMPLIANCE WITH LAW, RULES AND REGULATIONS. Lessee shall, at its sole expense, observe and comply with the ordinances, statutes, rules, and regulations of all governmental authorities including Lessor which are applicable to the conduct of Lessee's business and in addition, those rules, and regulations of the Lessor not inconsistent with the provisions of this Agreement. Any penalties and costs levied as a result of the Lessee's breach of any terms or covenants contained within this Agreement shall be borne by Lessee. Lessee will ensure the integrity of the Airport perimeter security at all times. This includes ensuring all gates, to include pedestrian gates, remain locked at all times unless monitored by an employee of the Lessee. Personnel vehicles of Lessee's employees, customers or contractors will not be parked on the airside.

#### PART SEVEN TERMINATION OF AGREEMENT, ASSIGNMENT AND TRANSFERS

- A. TERMINATION. This Agreement shall terminate without action by either party at the end of the term to pursuant to the Early Termination.
- B. TERMINATION BY LESSEE. Lessee may terminate this Agreement after:
  - 1. Material default by Lessor in the performance of a covenant or agreement herein required to be performed by Lessor and the failure of Lessor to remedy such default for a period of thirty (30) days after receipt of written

notice of default from Lessee. Unless Lessor is diligently attempting to remedy such default in which case Lessor shall be allowed such reasonable time as may be required.

**C. TERMINATION BY LESSOR.** Lessor may terminate this Agreement in the event Lessee shall:

1. Be in arrears in the payment of the whole or any part of the rent or other fees, payments, or sums due for a period of thirty (30) days after written notice and the time such payments become due;
2. Make a general assignment for the benefit of creditors;
3. File a voluntary or involuntary petition in bankruptcy;
4. Abandon the Leased Premises;
5. Default in the performance of any of the material covenants, agreements and conditions required herein to be kept and performed by Lessee, and such default continues for a period of ten (10) days after receipt of written notice from Lessor of said default, unless Lessor is diligently attempting to remedy such default in which case Lessor shall be allowed such reasonable time as may be required;
6. Appoint or to cause the appointment of a receiver for Lessee;
7. Violate local, state, federal, or Lessor's laws, statutes, ordinances, rules, and regulations not inconsistent with the provisions of this Agreement and such default continues for a period of sixty (60) days after receipt of written notice from Lessor of said default.

**PART EIGHT  
RIGHTS UPON TERMINATION**

- A. **LEASED PREMISES.** It is the intent of this Agreement that the Leased Premises shall be and remain the property of Lessor during the entire term of this Agreement and thereafter.
- B. **REMOVAL OF PERSONAL PROPERTY.** Upon the expiration or termination of this Agreement, all buildings, improvements, and fixtures constructed or placed upon Leased Premises shall revert, free and clear of any mortgage or lien, to Lessor. At the termination of this Agreement for any reason, after payment of all rents and charges, Lessee shall have the right, within ten (10) days thereafter to remove any of its office supplies, goods, furniture, machinery, equipment, and

signs installed on the Lease Premises by Lessee, but shall repair at its own expense all damage caused by such removal. Any such personal property not removed by Lessee within such time shall become the property of the Lessor.

- C. **LESSOR LIEN.** If the Lessee has not fully paid all the rents and charges pursuant to this Agreement, then the Lessor shall be entitled to a Lessor lien for the purpose of securing the payment of all rents and charges. Lessor shall have the right to seize, hold, and liquidate such personal property possessed or owned by Lessee to satisfy any obligations of the Lessee and the costs incurred to perfect this Lessor lien. Any excess funds from this liquidation shall be turned over to the Lessee.

## PART NINE GENERAL PROVISIONS

- A. **RADON GAS NOTICE.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.
- B. **BROKER LANGUAGE.** Lessor and Lessee represent and warrant to each other that they have dealt with no broker in connection with this Agreement and the transactions contemplated hereby, and each agrees to indemnify and hold the other harmless in the event its representation and warranty contained herein is not true.
- C. **ESTOPPEL PROVISION.** At the request of either party, the other shall with reasonable promptness deliver to the requesting party a written and acknowledged statement that this Agreement is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), that to the best of the responding party's knowledge, the requesting party is not in default under this Agreement (or if the responding party has knowledge that the requesting party is in default, identifying the default), and providing such other information with respect to the Agreement and the relationship between Lessor and Lessee as may reasonably be requested. In addition, at the Lessor's request, Lessee shall promptly execute and return to Lessor a short form memorandum of this Agreement which may be recorded in the public records of Osceola County, Florida in Lessor's sole discretion.
- D. **WAIVER.** One or more waivers of any covenant, term or condition of this Lease by either party shall not be construed by the other party as a waiver of a subsequent

breach of the same covenant, term or condition. The consent or approval of either party to, or of, any act by the other party of a nature requiring consent or approval shall not be deemed to be a waiver or render unnecessary consent to, or approval of, any subsequent similar act. In addition, no payment by Lessee, or acceptance by Lessor, of a lesser amount than shall be due from Lessee to Lessor shall be treated otherwise than as a payment on account of the earliest installment of any payment due from Lessee under the provisions hereof. The acceptance by Lessor of a check for a lesser amount with an endorsement or statement hereon, or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect, and Lessor may accept such check without prejudice to any other rights or remedies which Lessor may have against Lessee.

- E. **ENFORCABILITY.** The invalidity or unenforceability of a provision of this Lease shall not affect or impair the validity of any other provision(s) of this Lease. It is further agreed that if any provisions of this Lease or the application of any provision hereof to any person or any circumstance shall be determined to be invalid or unenforceable, such determination shall not affect any other provisions of this Lease or the application of such provision to any other person or circumstance, all of which other provisions shall remain in full force and effect. It is the intention of the parties hereto that if any provision of this Lease is capable of two constructions only one of which would render the provision valid, the provision shall have the meaning which renders it valid.
- F. **LEGAL FEES AND COSTS.** Each Party will pay the fees, expenses and disbursements of its agents and counsel incurred in connection with this Lease and any amendments hereto. Notwithstanding the foregoing, in the event either Party elects to incur legal expenses to enforce any provision of this Lease, the prevailing party will be entitled to recover such legal expenses, including, without limitation, reasonable attorney's fees, costs, and necessary disbursements, incurred, in addition to any other relief to which such Party shall be entitled.
- G. **AMENDMENT.** This Lease may be amended only by a written instrument signed by both Parties.
- H. **INTERPRETATION.** This Lease is the product of negotiation and preparation by and between each party and its respective attorneys. Accordingly, if any portion of this Lease receives judicial or arbitration interpretation, it is agreed that the court or arbitrator interpreting or construing this Lease shall not apply a presumption that the terms of any portion of this Lease shall be construed or interpreted against one party by reason of the rule of construction that a document is to be construed more strictly against the party who prepared the document, it being acknowledged that both Parties and their agents have had an opportunity to participate in the preparation and/or review of this Lease and the terms and provisions of this Lease shall be construed fairly as to both Parties and not in favor of or against either party, regardless of which

party was generally responsible for the preparation of this Lease or that particular provision. No inferences shall be drawn from the fact that the final, duly executed Lease differs in any respect from any previous draft hereof. The captions or headings are used only as a matter of convenience and are not to be considered a part of this Lease or to be used in determining the intent of the Parties. It is further the intention of the parties that if any provisions of this Lease are capable of two constructions, one of which would render the provision void and the other one which would render the provision valid, then the provision shall have the meaning which renders it valid.

- I. **COUNTERPARTS; ELECTRONIC DELIVERY.** This Lease may be executed in any number of counterparts and by different Parties on separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same agreement. This Lease shall become effective upon the execution of a counterpart hereof by each of the Parties. The exchange of copies of this Lease and of signature pages by facsimile transmission, electronically or Portable Document Format ("PDF") shall constitute effective execution and delivery of this Lease as to the Parties and may be used in lieu of the original for all purposes. Signatures of the Parties may be executed by hand or by any electronic signature complying with the U.S. federal ESIGN Act of 2000, as amended (the "ESIGN Act") and shall be deemed to be their original signatures for any purposes whatsoever. All executed counterparts, whether original, facsimiles electronic transmission, PDF or a combination, shall be construed together and shall constitute one and the same agreement binding on both Parties notwithstanding that both Parties have not signed the same counterpart. Neither Party may raise the use of signature complying with the ESIGN Act as a defense to the enforcement of this Lease. Slight variations in the form of signature page counterpart executed by either Party (including different footnotes or document numbers) shall be considered immaterial and shall not invalidate any such counterpart signature. In making proof of this Lease, it shall not be necessary to produce or account for more than one such counterpart executed by the Party against whom enforcement of this Lease is sought.
- J. **ENTIRE AGREEMENT; GOVERNING LAW.** This Lease shall not be modified except by an instrument in writing executed by the parties hereto, and this Lease shall supersede all prior memoranda or other writings with respect to the subject matter contained herein. This Lease shall be governed by and interpreted in accordance with the laws of the State of Florida.

*Signature page to follow*



**IN WITNESS THEREOF**, the parties now sign, agree to, and enter into this Agreement on the day and year first above written.

**LESSOR**

**SANDPIPER FLORIDA  
REAL ESTATE HOLDINGS, LLC**

By: 

William M. Whelan, Manager

**LESSEE**

**VeriJet, Inc.**

By: 

Name: Stephen Wayman

Title: CFO

## **AGREEMENT FOR CONSENT TO SUBLEASE**

**THIS AGREEMENT**, dated as of this 18<sup>th</sup> day of January 2022, by and between the **City of Kissimmee**, a municipal company, hereinafter called "City", **Sandpiper Florida Real Estate Holdings, LLC** hereinafter referred to as "Lessee," and **VeriJet, Inc.**, hereinafter referred to as "Sublessee".

### **WITNESSETH:**

**WHEREAS**, Lessee and Sublessee have entered into a sublease agreement, subject to City's approval, under which Sublessee would occupy certain space currently under lease from City to Lessee; and

**WHEREAS**, pursuant to applicable provisions of that certain Lease Agreement dated November 3, 2020, between the City and Lessee, hereinafter referred to as "Primary Lease", City is willing to grant approval of the proposed sublease, provided that Sublessees' use and occupancy of such space shall be subject to all of the terms, conditions, and limitations of Lessee's Agreement with City and to the terms and conditions hereinafter stated;

**NOW, THEREFORE**, in consideration of the premises and other good and valuable considerations, the receipt of which each of the parties hereto hereby acknowledges, City hereby grants its approval Lessee to enter into that certain sublease agreement by and between it and Sublessee, a copy of which is attached hereto as Exhibit "A", hereinafter referred to as "sublease", conditioned upon the acceptance by Lessee and Sublessee (as evidenced by their execution hereof) of the following terms and conditions:

1. That Lessee does hereby agree that, notwithstanding this approval of the Sublease, Lessee shall remain fully liable to City for all of its obligations under the Primary Lease (an any and all addenda and amendments thereto) with respect to the space being subleased to Sublessee under the Sublease, such space being hereinafter referred to as the "Subleased Space".
2. That Sublessee shall be bound by and that its use and occupancy shall be subject to all applicable terms and conditions of the Primary Lease, as the same may be amended from time to time, and that the terms, conditions and limitations contained in said Primary Lease shall supersede any and all provisions of the Sublease between Lessee and Sublessee which are now or may hereafter be in conflict therewith. Sublessee acknowledges that it has received a copy of the Primary Lease, and that it has reviewed the same prior to its execution hereof.

3. That Sublessee's use and occupancy of the Subleased Space shall at all times be subject also to all of the terms, conditions and limitations of Lessee's Agreement with City. The Sublessee shall comply with all the laws, rules, regulations, of any Federal, State, County, and local jurisdiction.
4. That any violation by Sublessee of the terms and provisions of this Agreement, of the Primary Lease between City and Lessee or of Sublessee's Agreement with Lessee shall constitute a default by Sublessee under this Agreement in which event City may terminate forthwith both this Agreement and the Sublease approved hereunder, with or without the consent of Lessee, by giving written notice thereof to the Sublessee and Lessee. A default of the Primary Lease by the Lessee shall likewise constitute a default of the Sublease Agreement. Except as otherwise expressly provided herein, Sublessee hereby waives any notice of default from Lessee or City as a prerequisite to surrender of possession of the subleased Space, including, without limitation, the three-day notice provided for under Section 83.20 Florida Statutes. Upon a default the sublessee shall become a tenant of sufferance.
5. That Lessee and Sublessee agree that, notwithstanding any provisions to the contrary contained in the sublease, the term of the Sublease shall automatically terminate upon the earlier of (i) the expiration of prior termination or the Primary Lease (including any extensions thereof), or (ii) the termination of this Agreement. Sublessee shall have no right to pledge or assign its interest in or to further sublet any portion of, the subleased Premises.
6. Waiver of Jury Trial: Attorney's Fees. It is mutually agreed by and between Transferee and Transferor that each of the parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Agreement. Venue of all actions shall be Osceola County, Florida. Ina any such action the prevailing party shall be entitled to an award of attorney's fees, including those incurred in appellate proceedings.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

**CITY OF KISSIMMEE**

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

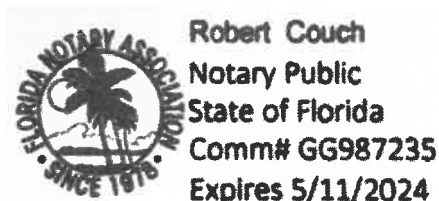
**ATTEST:**

\_\_\_\_\_  
**City Clerk**

*William M. Loh*  
**LESSEE Signature**

William M. Loh  
**Printed Name**

MAYOR  
**Title**



\_\_\_\_\_  
**Corporate Seal**  
*[Signature]*  
**Notary Seal (unincorporated only)**

Approved as to Form and Legality  
 This \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

By: \_\_\_\_\_  
 City Attorney

*SW*  
**SUBLESSEE Signature**  
Stephen Wagman  
**Printed Name**  
CFO  
**Title**



\_\_\_\_\_  
**Corporate Seal**  
 \_\_\_\_\_  
**Notary Seal (unincorporated only)**

*Cesar Garcia, Notary.*

**ITEM 7.G****TRANSFER FUNDS FROM RESERVES FOR CARDIAC MONITOR PROJECT****Request**

The Fire Department is requesting \$121,125 be transferred from Reserves to Project FD2243 to make the first payment for 12 Cardiac Monitors which have already been received and are currently in use.

**Explanation**

On December 15, 2020, the Fire Department received authorization to trade in Version 1 and Version 2 Stryker Lifepak 15 cardiac monitors/defibrillators and replace them with the Version 4 model. It was explained Stryker Medical was offering to reduce the cost of the replacement monitors by 50% should the trade be made at that time. Staff also received authorization to participate in a deferred payment program since funds were not available at that time. It was understood two payments of \$121,125 would be due October 15, 2022 (first payment) and October 15, 2023 (second payment). As a result, these payments were scheduled to be included in the budgets for Fiscal Years 2023 and 2024.

It has been brought to staff's attention that the first deferred payment was actually due on January 1, 2022, and the second payment will be due on January 1, 2023. Since funds were not budgeted in Fiscal Year 2022, staff is requesting to transfer funds from reserves to make the first payment for the Cardiac Monitors.

**Financial Information**

| Account #                          | Project # | Increase / Decrease  | Budget | Actual                 |
|------------------------------------|-----------|----------------------|--------|------------------------|
| 00190700-509276<br>00135206-506494 | FD2243    | Decrease<br>Increase |        | \$121,125<br>\$121,125 |

**Financial Summary:**

These monies will be transferred from reserves into the Fire Department's appropriate expenditure account.

**Recommendation**

Staff recommends approval of a funds transfer from the Reserves in the amount of \$121,125 to make the first payment for 12 Cardiac Monitors and to amend the budget accordingly.

**REQUESTED CITY COMMISSION ACTION:**

Approve

Department: Fire  
Presenter:

**Attachment(s):**

1. Transfer from Reserves - Original agenda item



## ITEM 7.0

### CARDIAC MONITOR (LIFEPAK 15) TRADE IN

#### Request

Approval to trade in the current Version 1 and Version 2 Stryker Lifepak 15 cardiac monitor/defibrillators and replace them with the Version 4 model.

#### Explanation

Kissimmee Fire Department is requesting approval to trade in the current Version 1 and Version 2 Stryker Lifepak 15 Cardiac Monitor/Defibrillators (12 units) and replace them with the Version 4 model. Stryker Medical is offering, for a limited time, to accept the older devices in trade, reducing the cost of replacement by 50%. This trade offer will allow the City to replace all 12 devices immediately, while deferring the payment to the FY23 and FY24 budgets, and will save the City a significant amount of money.

The Fire Department currently has twelve (12) Version 1 or Version 2 Lifepak 15 cardiac monitors in service on the engines and rescue units. Stryker Medical has informed staff that the main computer board within these older units will no longer be serviceable due to the inability to obtain parts for repair. If the computer board becomes inoperable, the device would be rendered out of service and require replacement. This equipment is critical in the treatment of the residents and visitors served by the City.

In response to the untimeliness of this issue, Stryker Medical has offered this trade purchase and deferred payment program so the City does not incur any unplanned budget expenditures in the current budget cycle. Stryker Medical will divide the payment into two installments, due October 15th of fiscal years 2022/23 and 2023/24. This will be a new budget request for both years.

|                                |                   |
|--------------------------------|-------------------|
| Cost of Unit: 12 @ \$40,375.00 | \$ 484,500        |
| Less Trade: 12 @ \$20,187.50   | <u>\$-242,250</u> |
| Total Cost:                    | \$ 242,250        |

|                         |           |
|-------------------------|-----------|
| Payment due 10/15/2022: | \$121,125 |
| Payment due 10/15/2023: | \$121,125 |

#### Recommendation

Staff recommends approval to trade-in the current Version 1 and Version 2 Stryker Lifepak 15 cardiac monitor/defibrillators towards the purchase of twelve (12) Version 4 models, with payment being due as follows: \$121,125 due 10/15/2022 and \$121,125 due 10/15/2023.

#### REQUESTED CITY COMMISSION ACTION:

Approve

Department: Fire

Presenter:

#### Attachment(s):

1. V1-V2 full fleet replacement

City of Kissimmee

2. CITYOFKISSIMMEE-SFCSA 11.5.2020 co

## Quick Quote 11/3/2020 5:16 PM

Quote Number: 10279410

Remit to: **Stryker Medical**

Version: 1

P.O. Box 93308

Chicago, IL 60673-3308

Prepared For: KISSIMMEE FIRE DEPT STATION 11

Rep: Amanda McBride

Attn:

Email: amanda.mcbride@stryker.com

Phone Number:

Quote Date: 11/03/2020

Expiration Date: 02/01/2021

### Delivery Address

Name: KISSIMMEE FIRE DEPT STATION 11

Account #: 1263818

Address: 343 N CLYDE AVE

KISSIMMEE

Florida 34741

### End User - Shipping - Billing

Name: KISSIMMEE FIRE DEPT STATION 11

Account #: 1263818

Address: 343 N CLYDE AVE

KISSIMMEE

Florida 34741

### Bill To Account

Name: KISSIMMEE FIRE DEPT

Account #: 1263817

Address: 101 N CHURCH ST STE 200

KISSIMMEE

Florida 34741

### Equipment Products:

| #                | Product      | Description                                                                                                                                                                                                                                                | Qty | Sell Price  | Total        |
|------------------|--------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-------------|--------------|
| 1.0              | 99577-001588 | LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, SpMet, NIBP, 12-Lead ECG, EtCO2, BT. Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD(26500-003612) per order | 12  | \$20,187.50 | \$242,250.00 |
| 2.0              | 41577-000288 | Ship Kit -QUIK-COMBO Therapy Cable; 2 rolls100mm Paper; RC-4, Patient Cable, 4ft.; NIBP Hose, Coiled; NIBP Cuff, Reusable, adult; 12-Lead ECG Cable, 4-Wire Limb Leads, 5ft; 12-Lead ECG Cable, 6-Wire Precordial attachment                               | 12  | \$0.00      | \$0.00       |
| Equipment Total: |              |                                                                                                                                                                                                                                                            |     |             | \$242,250.00 |

### Price Totals:

Grand Total: \$242,250.00

Prices: In effect for 60 days.

Terms: Net 30 Days

Ask your Stryker Sales Rep about our flexible financing options.

**Quick Quote 11/3/2020 5:16 PM**

Quote Number: 10279410

Version: 1

Prepared For: KISSIMMEE FIRE DEPT STATION 11  
Attn:

Remit to: **Stryker Medical**

P.O. Box 93308

Chicago, IL 60673-3308

Rep: Amanda McBride

Email: amanda.mcbride@stryker.com

Phone Number:

Quote Date: 11/03/2020

Expiration Date: 02/01/2021

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AUTHORIZED CUSTOMER SIGNATURE

**Deal Consummation:** This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule.

**Confidentiality Notice:** Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency.

**Terms:** Net 30 days. FOB origin. A copy of Stryker Medical's standard terms and conditions can be obtained by calling Stryker Medical's Customer Service at 1-800-Stryker.

In the event of any conflict between Stryker Medical's Standard Terms and Conditions and any other terms and conditions, as may be included in any purchase order or purchase contract, Stryker's terms and conditions shall govern.

**Cancellation and Return Policy:** In the event of damaged or defective shipments, please notify Stryker within 30 days and we will remedy the situation. Cancellation of orders must be received 30 days prior to the agreed upon delivery date. If the order is cancelled within the 30 day window, a fee of 25% of the total purchase order price and return shipping charges will apply.

Date: November 5, 2020

RE: Reference no: 0110123479

CITY OF KISSIMMEE  
101 N CHURCH ST STE 200  
KISSIMMEE, Florida 34741

Thank you for choosing Stryker for your equipment needs. Enclosed please find the documents necessary to enter into the arrangement. Once all of the documents are completed, properly executed and returned to us, we will issue an order for the equipment.

**PLEASE COMPLETE ALL ENCLOSED DOCUMENTS TO EXPEDITE THE SHIPMENT OF YOUR ORDER.**

**Short Form Conditional Sale Agreement  
Exhibit A - Detail of Equipment  
Insurance Authorization and Verification  
State and Local Government Rider**

**\*\*Conditions of Approval: Insurance Authorization and Verification, State and Local Government Rider, Valid Tax Exemption Certificate**

**PLEASE PROVIDE THE FOLLOWING WITH THE COMPLETED DOCUMENTS:**

|                        |       |                |       |
|------------------------|-------|----------------|-------|
| Federal tax ID number: | _____ | AP address:    | _____ |
| Purchase order number: | _____ | Contact name:  | _____ |
| Phone number:          | _____ | Email address: | _____ |

**Please fax completed documents to (877) 204-1332. Return original documents to 1901 Romence Road Parkway Portage, MI 49002 (using Fed-Ex Shipping ID# 612-309469)**

Your personal documentation specialist is Curtis Orr and can be reached at 269-389-1437 or by email [curtis.orr@stryker.com](mailto:curtis.orr@stryker.com) for any questions regarding these documents.

The proposal evidenced by these documents is valid through the last business day of **November, 2020**.

Sincerely,

**Flex Financial, a division of Stryker Sales Corporation**

**Notice: To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for you: When you open an account or add any additional service, we will ask you for your name, address, federal employer identification number and other information that will allow us to identify you. We may also ask to see other identifying documents. For your records, the federal employer identification number for Flex Financial, a Division of Stryker Sales Corporation is 38-2902424.**

**Short Form Conditional Sale Agreement No. 0110123479**

Owner ("we" or "us")  
Flex Financial, a division of Stryker Sales Corporation  
1901 Romance Road Parkway  
Portage, MI 49002

|                                                                                                                           |                                                                                                                                                                                                                                                                                     |
|---------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Customer name and address ("You" and "Your"):<br>CITY OF KISSIMMEE<br>101 N CHURCH ST STE 200<br>KISSIMMEE, Florida 34741 | Equipment location: 343 N CLYDE AVE, KISSIMMEE, Florida 34741<br>Supplier: Stryker Sales Corporation, 3800 E. Centre Avenue, Portage, MI 49002<br>Equipment description: see Exhibit A (and/or as described in invoice(s) or equipment list attached hereto and made a part hereof) |
|---------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**Payment information**

| Number of payments | Payment frequency | Payment amount                                                                                                                              |
|--------------------|-------------------|---------------------------------------------------------------------------------------------------------------------------------------------|
| 9                  | Monthly           | \$0.00 (First payment due 30 days after Agreement is commenced). (plus applicable sales/use taxes - see "Taxes" section below) followed by: |
| 2                  | Annual            | \$121,125.00 (plus applicable sales/use taxes - see "Taxes" section below)                                                                  |

**Terms and conditions:**

**1. Purchase agreement/ acceptance/ payments:** You agree to purchase from us the Equipment and services, if any, described above and on any attached schedule (the "Equipment") in accordance with the terms of this Agreement (this "Agreement"). You shall be deemed to have accepted the Equipment for purchase under this Agreement on the date that is ten (10) days after the date it is shipped to you by the Supplier ("Acceptance Date") and, at our request, you shall confirm for us such acceptance in writing. No acceptance of any item of Equipment may be revoked by you. You agree to pay the Payments described above ("Payments") beginning on the Acceptance Date or any later date we designate and thereafter until all fully paid. Unless otherwise instructed by us in writing, all Payments and other amounts due hereunder shall be made to our address above. This Agreement is non-cancelable and may not be prepaid. Your obligations under this Agreement (your "Obligations") are absolute, unconditional, and are not subject to cancellation, defense, recoupment, reduction, setoff or counterclaim. If a Payment is not made when due, you will pay us a late charge of 5% of each Payment or \$10.00, whichever is greater, but only to the extent permitted by law. We may charge you a fee of \$55.00 for any check that is returned. You authorize us to adjust the Payments at any time if taxes included in the Payments differ from our estimate. You agree that the Payments were calculated by us based, in part, on an interest rate equivalent as quoted on the Intercontinental Exchange website, at <https://www.theice.com/marketdata/reports/180>, under the USD Rates 1100 Series, its successor, or any other generally recognized financial information service selected by us, that would have a repayment term equivalent to the Term (or an interpolated rate if a like-term is not available) as reasonably determined by us and in the event the Term of this Agreement starts more than 30 days after we send this Agreement to you, we may adjust the Payments once to compensate us, in good faith, for any increase in such rate.

**2. Ownership/security interest/laws/use/maintenance:** Upon acceptance of the Equipment by you, you shall hold title to and be the owner of the Equipment for all purposes including, without limitation, tax purposes. The purchase of the Equipment by you under this Agreement shall be "AS IS, WHERE IS", without representation or warranty of any kind from us, provided that this Agreement shall not impair any express warranties or indemnifications, written service agreements or other obligations of Stryker Corporation or any of its subsidiaries to you regarding the Equipment and we hereby assign all of our rights in any Equipment warranties to you. As security for all of your Obligations, you hereby grant to us a first priority security interest in all of your rights, title and interests in the Equipment, all replacements, additions, accessions, accessories and substitutions thereto or therefore and all proceeds and products thereof, including, without limitation, all proceeds of insurance. Upon timely payment of all amounts due hereunder (plus all applicable Taxes), our security interest in the Equipment shall terminate and you shall be the owner of the Equipment, free and clear of any interest created by us. You agree not to permit any lien, security interest (except ours), claim or encumbrance to be placed upon the Equipment. You shall comply with all applicable laws, rules and regulations and manufacturer's specifications and instructions concerning the operation, ownership, use and/or possession of the Equipment. You must, at your cost, keep the Equipment in good working condition. If Payments include maintenance and/or service costs, you agree that (i) no Assignee (as defined below) is responsible to provide the maintenance or service, (ii) you will make all maintenance and service related claims to the persons providing the maintenance, service or warranty, and (iii) any maintenance, warranty or service claims will not impact your Obligations. The Equipment cannot be moved from the location above without our prior written consent.

**3. Taxes:** You shall pay when and as due all sales, use, property, excise and other taxes, and all license and registration fees now or hereafter imposed by any governmental body or agency upon this Agreement or the ownership, use, or sale of the Equipment, together with all interest and penalties for their late payment or non-payment ("Taxes"). You shall indemnify and hold us harmless from any such Taxes. You shall prepare and file all tax returns relating to Taxes for which you are responsible hereunder. If we receive any tax bill pertaining to the Equipment from the appropriate taxing authority, we may, without obligation, pay such tax and if we pay such tax bill we will invoice you for the expense. Upon receipt of such invoice, you will promptly reimburse us for such expense.

**4. Assignment:** You agree not to transfer, sell, lease, assign, pledge or encumber the Equipment or any rights under this Agreement without our prior written consent, which consent shall not be unreasonably withheld, and if you do, even with our consent, you will still be fully responsible for all your Obligations. You shall provide us with at least 45 days' prior written notice of any change to your principal place of business, organization or incorporation. You agree that we may, without notice to you, sell, assign, or transfer ("Transfer") this Agreement to a third party (each, an "Assignee"), and each Assignee will have our Transferred rights, but none of our obligations, and such rights will not be subject to any claims, recoupment, defenses, or setoffs that you may have against us or any supplier even though an Assignee may continue to bill and collect all of your Obligations in the name of "Flex Financial, a division of Stryker Sales Corporation".

**5. Risk of loss, insurance and reimbursement:** Effective upon delivery to you, you shall bear all risk of Equipment loss or damage. If any such loss or damage occurs you still must satisfy all of your Obligations. You will (i) keep the Equipment insured against all risks of loss or damage for an amount equal to its replacement cost, (ii) list us as the insurance sole loss payee and (iii) give us written proof of the insurance. If you do not provide such insurance, we have the right, without obligation, to obtain such insurance and add an insurance fee (which may include a profit) to the amount due from you. You will obtain and maintain comprehensive public liability insurance naming us as an additional insured with coverages and amounts acceptable to us. To the extent not expressly prohibited by applicable law, you will reimburse and defend us, including each Assignee for and against any losses, injuries, damages, liabilities, expenses, claims or legal proceedings asserted against or incurred by us, including any Assignee, relating to the Equipment and which relate to or arise out of your act or omission or the act or omission of your agents or employees or others (excluding us) with access to the Equipment. The terms of this paragraph will continue after the termination of this Agreement.



**Short Form Conditional Sale Agreement No. 0110123479**

**6. Default remedies:** You are in default under this Agreement if: a) you fail to pay a Payment or any other amount when due; or b) you breach any other obligation under this Agreement; or c) your principal owner or any guarantor of this Agreement dies; or d) you or any guarantor dissolves, ceases to do business as a going concern, becomes insolvent, bankrupt, merges, or is sold; or e) you or any guarantor fails to pay any other material obligation owed to us or any of our affiliates. Upon default, we may: a) declare the entire balance of unpaid Payments immediately due and payable; b) sue you for and receive the total amount due with future Payments discounted to the date of default at a rate of 3% per annum; c) charge you interest on all monies due at the rate of 18% per year or the highest rate permitted by applicable law from the date of default until paid; and/or d) require you to immediately return the Equipment to us or we may peaceably repossess it. Upon default, you will also pay all expenses including but not limited to reasonable attorneys' fees, legal costs, cost of storage and shipping incurred by us in the enforcement and attempted enforcement of any remedies under this Agreement. If the Equipment is returned or repossessed we will, if commercially reasonable, sell or otherwise dispose of the Equipment at terms we determine, at one or more public or private sales, with notice as required by law, and apply the net proceeds (after deducting any related expenses) to your Obligations. You remain liable for any deficiency with any excess being retained by us or applied as required by applicable law.

**7. Miscellaneous:** This Agreement shall be governed and construed in accordance with the laws of Michigan. You agree that the Equipment will only be used for business purposes and not for personal, family or household use. This Agreement may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing of this Agreement by you and when manually countersigned by us or attached to our original signature counterpart and/or in our possession shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof. No security interest in this Agreement can be perfected by possession of any counterpart other than the counterpart bearing our original signature. You agree not to raise as a defense to the enforcement of this Agreement or any related documents hereto the fact that such documents were executed by electronic means. We may inspect the Equipment at any time prior to payment in full of your Obligations. No failure to act shall be deemed a waiver of any rights hereunder. If you fail to pay (within thirty days of invoice date) any freight, sales tax or other amounts related to the Equipment which are not financed hereunder and are billed directly by us to you, such amounts shall be added to the Payments set forth above (plus interest or additional charges thereon) and you authorize us to adjust such Payments accordingly. If you are required to report the components of your payment obligations hereunder to certain state and/or federal agencies or public health coverage programs such as Medicare, Medicaid, SCHIP or others, and such amounts are not adequately disclosed in any attachment hereto, then Stryker Sales Corporation will, upon your written request, provide you with a detailed outline of the components of your payments which may include equipment, software, service and other related components. You acknowledge that you have not received any tax or accounting advice from us. You agree that you shall upon request from us, promptly provide to us a copy of your most recent annual financial statements and any of your other financial information (including interim financial statements) that we may request. You authorize us to share such information with our affiliates, subsidiaries and Assignees. This Agreement, any schedules hereto, any attachments to this Agreement or any schedules and any express warranties made by Stryker Sales Corporation constitute the entire agreement between the parties hereto regarding the Equipment and its use and possession and supersede all prior agreements and discussions regarding the Equipment and any prior course of conduct. You waive all rights to any indirect, punitive, special or consequential damages in connection with the Equipment or this Agreement. There are no agreements, oral or written, between the parties which are contrary to the terms of this Agreement and such other documents. YOU AGREE THAT THIS IS A NON-CANCELLABLE AGREEMENT AND WAIVE TRIAL BY JURY.

**I CERTIFY THAT I AM AUTHORIZED TO SIGN THIS AGREEMENT FOR CUSTOMER**

| Customer signature |       |
|--------------------|-------|
| Signature:         | Date: |
| Print name:        |       |
| Title:             |       |

| Accepted by Flex Financial, a division of Stryker Sales Corporation |       |
|---------------------------------------------------------------------|-------|
| Signature:                                                          | Date: |
| Print name:                                                         |       |
| Title:                                                              |       |

## Exhibit A to Short Form Conditional Sale Agreement Number 0110123479

### Description of equipment

**Customer name:** CITY OF KISSIMMEE

**Delivery address:** 343 N CLYDE AVE, KISSIMMEE, Florida 34741

**Part I - Equipment/Service Coverage (if applicable)**

| Model number | Equipment description                            | Quantity |
|--------------|--------------------------------------------------|----------|
| 99577-001588 | LP15,EN,SPO2COMET,3L/12L,EX,NIBP,CO2,TR,VR,BT,V4 | 12       |
| 41577-000288 | LP15 ACCRY SHIPKIT,AHA,S                         | 12       |

**Total equipment:** \$242,250.00

**Total Amount:** \$242,250.00

| Customer signature |       | Accepted by Flex Financial, a division of Stryker Sales Corp. |       |
|--------------------|-------|---------------------------------------------------------------|-------|
| Signature:         | Date: | Signature:                                                    | Date: |
| Print name:        |       | Print name:                                                   |       |
| Title:             |       | Title:                                                        |       |

Date: November 5, 2020

Short Form Conditional Sale Agreement Number 0110123479

To: CITY OF KISSIMMEE ("Customer")  
343 N CLYDE AVE  
KISSIMMEE, Florida 34741

From: Flex Financial, a division of Stryker Sales Corporation ("Creditor")  
1901 Romence Road Parkway  
Portage, MI 49002

**TO THE CUSTOMER:** In connection with one or more financing arrangements, Creditor may require proof in the form of this document, executed by both Customer\* and Customer's agent, that Customer's insurable interest in the financed property (the "Property") meets the requirements as follows, with coverage including, but not limited to, fire, extended coverage, vandalism, and theft:

Creditor, and its successors and assigns shall be covered as both ADDITIONAL INSURED and LENDER'S LOSS PAYEE with regard to all equipment financed or acquired for use by policy holder through or from Creditor.

Customer must carry GENERAL LIABILITY (and/or, for vehicles, Automobile Liability) in the amount of no less than \$1,000,000.00 (one million dollars).

Customer must carry PROPERTY Insurance (or, for vehicles, Physical Damage Insurance) in an amount no less than the 'Insurable Value' \$242,250.00 with deductibles no more than \$10,000.00.

\*PLEASE PROVIDE THE INSURANCE AGENTS INFORMATION REQUESTED BELOW & SIGN WHERE INDICATED

By signing, Customer authorizes the Agent named below: 1) to complete and return this form as indicated; and 2) to endorse the policy and subsequent renewals to reflect the required coverage as outlined above.

Insurance agency:

CITY OF KISSIMMEE

Signature:

Date:

Agent name:

Print name:

Address:

Title:

Phone/fax:

Email address:

\*Customer: Creditor will fax the executed form to your insurance agency for endorsement. In Lieu of agent endorsement, Customer's agency may submit insurance certificates demonstrating compliance with all requirements. If fully executed form (or Customer-executed form plus certificates) is not provided within 15 days, we have the right but not the obligation to obtain such insurance at your expense. Should you have any questions please contact Curtis Orr at 269-389-1437.

**TO THE AGENT:** In lieu of providing a certificate, please execute this form in the space below and promptly fax it to Creditor at 877-204-1332. This fully endorsed form shall serve as proof that Customer's insurance meets the above requirements.

Agent hereby verifies that the above requirements have been met in regard to the Property listed below.

Agent signature

Signature:

Date:

Print name:

Title:

Carrier name:

Carrier policy number:

Policy expiration date:

Insurable value: \$242,250.00

ATTACHED: PROPERTY DESCRIPTION FOR Short Form Conditional Sale Agreement Number 0110123479

See Exhibit A to Short Form Conditional Sale Agreement Number 0110123479

TOGETHER WITH ALL REPLACEMENTS, PARTS, REPAIRS, ADDITIONS, ACCESSIONS AND ACCESSORIES INCORPORATED THEREIN OR AFFIXED OR ATTACHED THERETO AND ANY AND ALL PROCEEDS OF THE FOREGOING, INCLUDING, WITHOUT LIMITATION, INSURANCE RECOVERIES.

## State and Local Government Customer Rider

This State and Local Government Customer Rider (the "Rider") is an addition to and hereby made a part of Short Form Conditional Sale Agreement Number 0110123479 (the "Agreement") between **Flex Financial**, a division of Stryker Sales Corporation ("Owner") and CITY OF KISSIMMEE ("Customer") to be **executed simultaneously herewith and to which this Rider is attached. Capitalized terms used but not defined in this Rider shall have the respective meanings provided in the Agreement. Owner and Customer agree as follows:**

1. Customer represents and warrants to Owner that as of the date of, and throughout the Term of, the Agreement: (a) Customer is a political subdivision of the state or commonwealth in which it is located and is organized and existing under the constitution and laws of such state or commonwealth; (b) Customer has complied, and will comply, fully with all applicable laws, rules, ordinances, and regulations governing open meetings, public bidding and appropriations required in connection with the Agreement, the performance of its obligations under the Agreement and the acquisition and use of the Equipment; (c) The person(s) signing the Agreement and any other documents required to be delivered in connection with the Agreement (collectively, the "Documents") have the authority to do so, are acting with the full authorization of Customer's governing body, and hold the offices indicated below their signatures, each of which are genuine; (d) The Documents are and will remain valid, legal and binding agreements, and are and will remain enforceable against Customer in accordance with their terms; and (e) The Equipment is essential to the immediate performance of a governmental or proprietary function by Customer within the scope of its authority and will be used during the Term of the Agreement only by Customer and only to perform such function. Customer further represents and warrants to Owner that, as of the date each item of Equipment becomes subject to the Agreement and any applicable schedule, it has funds available to pay all Agreement payments payable thereunder until the end of Customer's then current fiscal year, and, in this regard and upon Owner's request, Customer shall deliver in a form acceptable to Owner a resolution enacted by Customer's governing body, authorizing the appropriation of funds for the payment of Customer's obligations under the Agreement during Customer's then current fiscal year.
2. To the extent permitted by applicable law, Customer agrees to take all necessary and timely action during the Agreement Term to obtain and maintain funds appropriations sufficient to satisfy its payment obligations under the Agreement (the "Obligations"), including, without limitation, providing for the Obligations in each budget submitted to obtain applicable appropriations, causing approval of such budget, and exhausting all available reviews and appeals if an appropriation sufficient to satisfy the Obligations is not made.
3. Notwithstanding anything to the contrary provided in the Agreement, if Customer does not appropriate funds sufficient to make all payments due during any fiscal year under the Agreement and Customer does not otherwise have funds available to lawfully pay the Agreement payments (a "Non-Appropriation Event"), and provided Customer is not in default of any of Customer's obligations under such Agreement as of the effective date of such termination, Customer may terminate such Agreement effective as of the end of Customer's last funded fiscal year ("Termination Date") without liability for future monthly charges or the early termination charge under such Agreement, if any, by giving at least 60 days' prior written notice of termination ("Termination Notice") to Owner.
4. If Customer terminates the Agreement prior to the expiration of the end of the Agreement's initial (primary) term, or any extension or renewal thereof, as permitted under Section 3 above, Customer shall (i) on or before the Termination Date, at its expense, pack and insure the related Equipment and send it freight prepaid to a location designated by Owner in the contiguous 48 states of the United States and all Equipment upon its return to Owner shall be in the same condition and appearance as when delivered to Customer, excepting only reasonable wear and tear from proper use and all such Equipment shall be eligible for manufacturer's maintenance, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to Owner, upon request by Owner, an opinion of Customer's counsel (addressed to Owner) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay Owner all sums payable to Owner under the Agreement up to and including the Termination Date.
5. Any provisions in this Rider that are in conflict with any applicable statute, law or rule shall be deemed omitted, modified or altered to the extent required to conform thereto, but the remaining provisions hereof shall remain enforceable as written.

| Customer signature |       |
|--------------------|-------|
| Signature:         | Date: |
| Print name:        |       |
| Title:             |       |

| Accepted by Flex Financial, a division of Stryker Sales Corp. |       |
|---------------------------------------------------------------|-------|
| Signature:                                                    | Date: |
| Print name:                                                   |       |
| Title:                                                        |       |

**ITEM 7.H****PURCHASE OF FULLY AUTOMATED GARBAGE TRUCKS FOR RESIDENTIAL SERVICES****Request**

Approval to purchase three (3) fully automated garbage trucks from Kenworth of Central Florida for residential services.

**Explanation**

The Solid Waste Division has met with the principals of Autocar Truck, Heil Environmental, and Tampa Crane & Body to negotiate an updated price for the purchase of three (3) garbage trucks using the Florida Sheriff's Contract (FSA20VEH-18.0).

The Solid Waste Division requests purchase of these vehicles to keep in line with our vehicle replacement program.

Subsequently, the parties agreed upon a price for three (3) Autocar ACX with Heil Dura Pack bodies, which are similar to the vehicles that the Solid Waste Division currently operates. The Sheriff's Bid price is \$386,715 per vehicle.

|                              |           |
|------------------------------|-----------|
| Total to be paid per vehicle | \$386,715 |
|------------------------------|-----------|

|                              |             |
|------------------------------|-------------|
| Total for three (3) vehicles | \$1,160,145 |
|------------------------------|-------------|

\*The City has the right to inspect the truck and final approval at the time of delivery.

Due to the high demand and low supply of vehicle inventory nationwide, prices have increased upwards of 20 percent. It is imperative that the purchase of these vehicles be secured expeditiously. The purchase of project SA2200 Bulk Truck will be pushed back another year, due to the immediate need for funding to cover the cost of replacing 3 garbage trucks.

The Fleet Maintenance Division has reviewed the purchase in order to ensure compatibility and conformance with city standards. Procurement has also reviewed specifications to allow for competitive/comparative pricing.

**Financial Information**

| Account #       | Project # | Increase / Decrease | Budget  | Actual |
|-----------------|-----------|---------------------|---------|--------|
| 41145716-506495 | SA2200    | DECREASE            | 194,195 |        |
| 41145716-506495 | SA2100    | INCREASE            | 129,430 |        |
| 41145716-506495 | SA2201    | INCREASE            | 64,715  |        |

Financial Summary:

The purchase of project SA2200 Bulk Truck will be pushed back another year. Instead, funds from that project will be transferred to project numbers SA2100 and SA2201 for this purchase to ensure adequate funds are available.

### **Recommendation**

Staff recommends City Commission approval to purchase three (3) fully automated garbage trucks from Kenworth of Central Florida for residential services.

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

Approve

Department: Public Works & Engineering

Presenter:

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

1. Florida Sheriffs Contract- FSA20VEH-18.0\_Quote for 1 Truck pg. 8
2. Florida Sheriffs Contract- FSA20VEH-18.0\_Quote for 2 Trucks pg. 8

**BID AWARD**

**CONTRACT**

**FSA20-VEH18.0**

**HEAVY TRUCKS**

*Contract Term:*  
*October 1, 2020– September 30, 2022*

**Cooperative Purchasing Program**

*Coordinated By*

**The**  
**Florida Sheriffs Association**  
**&**  
**Florida Association of Counties**







*Protecting, Leading & Uniting...since 1893*

## FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive, Tallahassee, Florida 32308  
P.O. Box 12519 • Tallahassee, Florida 32317-2519

p: (850) 877-2165  
f: (850) 878-8665  
[www.flsheriffs.org](http://www.flsheriffs.org)  

Date: October 1, 2020

To: All Perspective Participants

From: Steve Casey, Executive Director  
Craig Chown, CPP Manager

Re: Contract Number FSA20-VEH18.0 Heavy Trucks

We are pleased to announce that the Florida Sheriffs Association has successfully completed its 18th cooperative competitive bid for heavy trucks. This contract is in effect beginning October 1, 2020 through September 30, 2022.

This year's bid award included 102 specifications and makes and models for heavy trucks.

The competitive process for this award began in April 2020, when stakeholders were surveyed regarding procurement needs. Specifications were developed based on prior year activity and new additions were added based on survey results and the Fleet Advisory Committee's review of products.

An advertisement of the Invitation to Bid was placed within the FSA website and Florida Administrative Weekly on April 22, 2020. On June 2, 2020, a direct notification was sent to 511 prospective bidders to register for qualification to participate in the bid process for heavy trucks and heavy equipment. From this ITB, 206 bidders responded to the pre-bid meeting registration or request for qualified waiver for FSA approval. Of these respondents, 40 submitted bids for heavy trucks and 33 qualified, responsive bidders were awarded after a review by the FSA and the FSA Fleet Advisory Committee.

The Florida Sheriffs Association Cooperative Purchasing Program has followed the Contract Terms and Conditions to procure this contract.

Contract prices are extended and guaranteed to any local government or political subdivision of the state, public educational institutions, other public agencies or authorities with the State of Florida, and other entities approved by the manufacturer to participate in this contract.

Out of state sales are permitted under this contract. All purchasers are bound by their local governing purchasing ordinances, rules and regulations. All awarded vendors are governed by their manufacturer agreements and the Contract Terms and Conditions.

## List of Awarded Vendors in Alphabetical Order for FSA20-VEH18.0 Heavy Trucks:

1. Alan Jay Chevrolet Buick GMC Cadillac
2. Alan Jay Chrysler Jeep Dodge of Wauchula
3. Asbury Automotive Group DBA: DBA: Courtesy Chrysler, Jeep Dodge
4. Bozard Ford
5. BYD Motors
6. Coggin Buick GMC
7. Coggin Chevrolet
8. Container Systems & Equipment Co., Inc.
9. DeLand Truck Center
10. Duval Chevrolet
11. Duval Ford
12. Four Star Freightliner
13. Garber Chevrolet Buick GMC, Inc.
14. Garber Chrysler Dodge Truck, Inc.
15. General GMC Truck Sales & Service, Inc.
16. Florida Kenworth LLC.
17. Kenworth of Jacksonville
18. Kenworth of South Florida
19. Maudlin International Trucks
20. Nextran
21. Orlando Freightliner
22. Palm Fire Rescue Group DBA: Palm Peterbilt Truck Centers
23. Palmetto Ford Truck Sales, Inc.
24. Rechtien International Trucks, Inc.
25. Rush Truck Centers of Florida
26. SBL Freightliner, LLC.
27. Stingray Chevrolet
28. Sun State International Trucks, LLC.
29. Tampa Truck Center
30. Ten-8 Fire Equipment, Inc.
31. The Broyhill Manufacturing Company
32. Truckmax Isuzu
33. Truckmax, Inc



## AUTOCAR ACX 60K GVW Truck FSA20-VEH18.0 OPTIONS #106

| Pricing Discounts Range from 3% - 28% Below MSRP |                                                                                      |                     |
|--------------------------------------------------|--------------------------------------------------------------------------------------|---------------------|
| Code                                             | Option                                                                               | FSA PRICE           |
| <b>ENGINES UPGRADES &amp; OPTIONS</b>            |                                                                                      |                     |
| 1012104                                          | Cummins L9-380HP 1250FT-LB                                                           | (\$ 4,780)          |
| 1012301                                          | Cummins X12 380 HP / 1450 LB-FT                                                      | \$ 2,539            |
| 1012011                                          | Cummins CNG Engine L9N 320 HP 1000ft/lb NEAR ZERO                                    | \$ 4,125            |
| 1012402                                          | Cummins CNG Engine ISX12N 350 HP 1350FT-LB                                           | \$ 18,004           |
| 1310001                                          | Jacobs Engine Brake - L9                                                             | \$ 2,248            |
| 1310002                                          | Jacobs Engine Brake - X12                                                            | \$ 2,444            |
| 2082004                                          | Variable Speed Engine Fan RCV250 for X12                                             | \$ 1,265            |
| 1222001                                          | Front Engine PTO Adapter                                                             | \$ 577              |
| 4682000                                          | Oil Pan Guard                                                                        | \$ 347              |
| 8020002                                          | Alternator: Leece Neville 200amp alternator                                          | \$ 353              |
| 8020006                                          | Alternator: Delco 28SI 200 amp Pad Mounted                                           | \$ 186              |
| 2310005                                          | Muffler Shield W/Exhaust Blanket (For CNG Engines)                                   | \$ 415              |
| 115A201                                          | Stainless Full Engine / Exhaust Aftertreatment Shielding                             | \$ 978              |
| 8140003                                          | Battery disconnect switches 2 w/ Lockout & Jumper Studs                              | \$ 215              |
| <b>TRANSMISSION OPTIONS</b>                      |                                                                                      |                     |
| 2700022                                          | Allison 3000RDS 6 spd With PTO Provision                                             | CREDIT- (\$ 8,525)  |
| 2700024                                          | Allison 3500RDS 6 spd With PTO Provision                                             | CREDIT-- (\$ 8,307) |
| 27A0001                                          | Allison Transmission Output Retarder                                                 | \$ 8,480            |
| Telma                                            | Telma Driveline Retarder                                                             | \$ 15,200           |
| <b>GVW &amp; MODEL UPGRADE PACKAGES</b>          |                                                                                      |                     |
| 5000002                                          | ACX- Cab with right hand steer                                                       | \$ 469              |
| 5000003                                          | ACX- Cab with Dual Steering                                                          | \$ 4,614            |
| 5000004                                          | ACX- Cabwith Dual Drive & Right Stand Up                                             | \$ 8,504            |
| 50K ACX42 PKG                                    | ACX42 S. Axle 50K GVW Inc: 20K FA, 30K RA, Susp, Double Frame, Front Tires, AccomPkg | \$ 2,849            |
| 66K GVW PKG                                      | Inc: 20K FA, 46K RA, Susp, DBL Frame, ONLY Steering Tires, Body Accom Pkg            | \$ 8,934            |
| <b>CNG PACKAGES &amp; TANK OPTIONS</b>           |                                                                                      |                     |
| CNGTNKS                                          | CNG Tanks 80 DGE Back Of Cab                                                         | \$ 39,119           |
| CNGTNKS                                          | CNG Tanks 90 DGE Dual 45 Rail Mounted                                                | \$ 40,566           |
| CNGTNKS                                          | CNG Tanks 106 DGE Back Of Cab                                                        | \$ 45,914           |
| CNGTNKS                                          | CNG Tanks 120 DGE Dual 60 Rail Mounted                                               | \$ 49,428           |
| CNGTNKS BM                                       | CNG Tanks Up to 106 DGE Refuse Body Mounted                                          | \$ 50,308           |
| 4200002                                          | Methane Detection System For Natural Gas                                             | \$ 3,602            |
| Page #1                                          |                                                                                      |                     |



**AUTOCAR ACX 60K GVW Truck**  
**FSA20-VEH18.0 OPTIONS**

| Pricing Discounts Range from 3% - 28% Below MSRP |                                                              |           |
|--------------------------------------------------|--------------------------------------------------------------|-----------|
| Code                                             | Option                                                       | FSA PRICE |
| <b>FRAME / CHASSIS / SUSPENSION OPTIONS</b>      |                                                              |           |
| 404002                                           | Double Frame: Full steel insert                              | \$ 1,667  |
| 7216090/722019                                   | Dual 90 gal alum fuel tanks w/20 gal DEF Tank                | \$ 1,930  |
| BAPKG                                            | Body Accomodation Package: Locate air/Fuel/DEF/ Batteries    | \$ 1,359  |
| 330507                                           | Rear Axle Meritor RT46-160EH                                 | \$ 3,558  |
| 3500004                                          | 46K Rear Suspension HMX-460 w/ shocks                        | \$ 1,872  |
| 3500014                                          | 46K Rear Suspension PAX 460 Air Ride                         | \$ 2,228  |
| 7510011/7610011                                  | Meritor EX - 225 Air Disc Brakes Front & Rear                | \$ 11,877 |
| 333014                                           | Driver Controlled Wheel Locks: (2) axles                     | \$ 1,815  |
| 3T12003                                          | Rigid Lift Axle: 13,500 lb (Req 66K GVW Pkg)                 | \$ 8,337  |
| 3T12002                                          | Steerable Lift Axle: 13,500 lb (Req 66K GVW Pkg)             | \$ 8,791  |
| 3T12004                                          | Steerable Lift Axle: 20,000 lb (Req 66K GVW Pkg)             | \$ 12,696 |
| <b>TIRE / WHEEL OPTIONS</b>                      |                                                              |           |
| 9140016/9342009                                  | Rear Tires: 315/80R22.5 Tires & 9.0" Steel Wheels            | \$ 2,848  |
| 9140016/933063                                   | Rear Tires: 12R-22.5 Tires & 9.0" Steel Wheels               | \$ 1,485  |
| 905549/9142001                                   | Front / Rear Aluminum Wheels (10)                            | \$ 3,531  |
| <b>CAB / SAFETY OPTIONS</b>                      |                                                              |           |
| 5140001                                          | Cab Guard                                                    | \$ 357    |
| 661002                                           | Cab Tilt / Air Assist                                        | \$ 337    |
| 0602002                                          | Dual Air Conditioning                                        | \$ 5,230  |
| 5210001                                          | Air Ride Passenger Seat                                      | \$ 415    |
| 6220018                                          | Dual Remote Power Mirrors Black, Heated, W / Marker Light    | \$ 606    |
| 5120001                                          | Dual Power Windows                                           | \$ 733    |
| 7660001                                          | Work Brake W/ Lever to Activate Service Brakes               | \$ 1061   |
| BUC                                              | Back up Camera - Ecco or Equal                               | \$ 1,977  |
| Brigade BUC                                      | Brigade Back Up Camera System                                | \$ 3,142  |
| Brigade 360                                      | Brigade Back Up Camera System with 360 System                | \$ 5,604  |
| Brigade BackSense                                | Back Up Camera System with BackSense Radar                   | \$ 4,591  |
| TPMS                                             | Dealer Installed TPMS System                                 | \$ 1,718  |
| AWLED                                            | (6) Amber LED Strobe Lights 4 Corner & 2 Side Mount (Whelen) | \$ 3,288  |
| LED2                                             | (2) Amber / Amber White Surface Mtd LED Strobes Per Pair     | \$ 568    |
| AutoLube                                         | Auto Lube For Refuse Bodies                                  | \$ 9,823  |
| DAFO                                             | Fire Suppression System                                      | \$ 8,146  |
| SAFETY                                           | Cab Fire Extinguisher & Safety Triangles                     | \$ 345    |
| Page #2                                          |                                                              |           |



**AUTOCAR ACX 60K GVW Truck**  
**FSA20-VEH18.0 OPTIONS**

| Pricing Discounts Range from 3% - 28% Below MSRP |        |           |
|--------------------------------------------------|--------|-----------|
| Code                                             | Option | FSA PRICE |

| OPTIONAL BODIES (Body quotes Valid for 90 days)           |                                                                    |            |
|-----------------------------------------------------------|--------------------------------------------------------------------|------------|
| Front Loaders (Body quotes Valid for 90 days)             |                                                                    |            |
| EZ FEL                                                    | E-Z Pack Hercules 40yd Front Loader                                | \$ 147,206 |
| EZ FEL CC                                                 | Add Curotto Controls                                               | \$ 18,617  |
| HEIL FEL                                                  | Heil Half Pack 40yd Front Loader                                   | \$ 136,881 |
| HEIL FEL LR                                               | Heil Low Rider Residential Front Loader                            | \$ 176,259 |
| ODYSSEY                                                   | Odyssey Pkg w/Curotto controls                                     | \$ 19,898  |
| CUR CAN                                                   | Curotto Can Assembly / Must add Odyssey Pkg w/ Curotto controls    | \$ 36,869  |
| MCN ATLANTIC FEL                                          | McNeilus Atlantic Series Heavy Duty 40 yard Front Loader           | \$ 151,469 |
| NEWAY FEL                                                 | Neway Mammoth 40yd Front Loader                                    | \$ 129,529 |
| AMREP HX450 FEL                                           | AMREP 40yd Elliptical Hardox Front Loader                          | \$ 153,226 |
| Automated Side Loaders (Body quotes Valid for 90 days)    |                                                                    |            |
| NEWAY ASL                                                 | NewWay Sidewinder 31yd Automated Side Loader                       | \$ 153,086 |
| HEIL DP ASL                                               | Heil DuraPack Python 28yd Automated Side Loader                    | \$ 151,300 |
| HEIL SST ASL                                              | Heil Command SST - 33 yd. Eject Automated Side Loader              | \$ 169,780 |
| MCN AR ASL                                                | McNeilus Autoreach Automated Side Loader 28 yard                   | \$ 146,749 |
| MCN ZR ASL                                                | McNeilus ZR Zero Radius Automated Side Loader 28 yard              | \$ 169,325 |
| AMREP HX450 ASL                                           | Amrep HX450 36 Yard Hardox Automated Side Loader Full Push Out     | \$ 153,767 |
| Rear Loaders (Body quotes Valid for 90 days)              |                                                                    |            |
| HEIL DP5000 REL                                           | Heil DP5000 25yd REL                                               | \$ 153,767 |
| HEIL Recycler REL                                         | Heil 60/40 Split Recycler Rear Loader 25yd                         | \$ 192,585 |
| Bayne CT                                                  | Bayne Cart Tipper each                                             | \$ 5,541   |
| EZ G400 REL                                               | E-Z Pack Goliath G400 25yd Rear Loader                             | \$ 100,897 |
| EZ G300 REL                                               | E-Z Pack Goliath G300 25yd Rear Loader                             | \$ 90,715  |
| MCN REL 25                                                | McNeilus Heavy Duty 25yd Rear Load With Options                    | \$ 109,322 |
| MCN REL 32                                                | McNeilus Heavy Duty 32yd Rear Load With Options                    | \$ 105,176 |
| NEWAY REL                                                 | Neway King Cobra 25yd REL                                          | \$ 100,006 |
| LOAD REL                                                  | Loadmaster Excel S 25yd REL                                        | \$ 72,919  |
| PacMac RLX25                                              | PacMac RLX25 25Yd REL                                              | \$ 95,359  |
| UNDERGROUND REFUSE SYSTEM (Body quotes Valid for 90 days) |                                                                    |            |
| UGR NORD                                                  | NORD Truck Mtd System, Inc: Crane Pkg, HookLift, 26.5 CY Compactor | \$ 388,895 |
| UGR NORD AC                                               | Additional Compactor for Above NORD System                         | \$ 75,789  |
| Page #3                                                   |                                                                    |            |



AUTOCAR ACX 60K GVW Truck  
FSA20-VEH18.0 OPTIONS

| Pricing Discounts Range from 3% - 28% Below MSRP |                                                  |           |
|--------------------------------------------------|--------------------------------------------------|-----------|
| Code                                             | Option                                           | FSA PRICE |
| Roll Off Hoist (Body quotes Valid for 90 days)   |                                                  |           |
| GALBREATH AFOR174                                | Roll Off: Galbreath AF-0R-174 60k w/Pioneer tarp | \$ 63,976 |

|                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |            |
|---------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| GALBREATH U5OR174                                                   | U5-OR-174 60k w/Pioneer Tarp                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | \$ 59,946  |
| Stellar 65-174                                                      | Stellar 65-174 Hook Lift Inc Tarp System                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | \$ 76,998  |
| <b>GRAPPLE LOADERS &amp; BODIES (Body quotes Valid for 90 days)</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |            |
| Atlas Grapple                                                       | Petersen AL-1 Atlas Grapple w/ 40yd dump (Base Unit Upgrade Options Avail)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | \$ 105,992 |
| Rotobec 910                                                         | ROTOBEC 910 Grapple w/ Beau-Roc 50 yard Dump Body                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$ 140,081 |
| Rotobec 915                                                         | ROTOBEC 915 Grapple w/ Beau-Roc 50 yard Dump Body                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$ 151,592 |
| Palfinger M13A Grapple                                              | Grapple Palfinger A Line M13A w/44yd body                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | \$ 154,624 |
| Palfinger Crane                                                     | S260L 130 Canal Maintenance Crane Package                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | \$ 241,030 |
| <b>TMA / SWEEPER / VAC (Body quotes Valid for 90 days)</b>          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |            |
| TMA Scorpion                                                        | TL-3 Scorpion II, TMA Truck Mounted Attenuator Crash Truck                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | \$ 62,667  |
| Complete TMA Flatbed Ballasted, Hyd Arrowboard,LED's Cameras DVR    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |            |
| Warrior                                                             | Curbtender Warrior Mechanical Sweeper                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | \$ 213,338 |
| Warrior DFB                                                         | Dual Front Broom option Warrior                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | \$ 28,789  |
| Vacpak                                                              | Curbtender Vacpak Unit                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | \$ 112,865 |
| <b>EXTENDED WARRANTY OPTIONS</b>                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |            |
| <b>CNG ENGINE EXTENDED WARRANTY</b>                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |            |
| 899B180                                                             | Cummins Engine Warranty: L9N PP1 5yr/150k                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | \$ 2,520   |
| 899B183                                                             | Cummins Engine Warranty: ISX12N 5yr/200k PP1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | \$ 2,317   |
| <b>DIESEL ENGINE EXTENDED WARRANTY</b>                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |            |
| 899B207/899K200                                                     | Cummins Engine Warranty: L9N PP1 5yr/100k With aftertreatment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | \$ 2,922   |
| 899B213 /899K207                                                    | Cummins Engine Warranty ISX-D HD11 5 Year/300,000 mi With aftertreatment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | \$ 2,342   |
| <b>ALLISON TRANSMISSION EXTENDED WARRANTY</b>                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |            |
| 899A203                                                             | Allison Warranty - 5yr/unlimited                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$ 1,339   |
| <b>Discount Options / Chassis Only</b>                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |            |
| Discount %                                                          | 10% Discount off current MSRP for non-specified Options including fees                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 0.00       |
| 05UNP                                                               | Unpublished Bodies / Non Factory Options = Cost + 5% including fees                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 0.00       |
| Chassis Only                                                        | Chassis Only Purchase / Non Dealer Provided Body Upfit - Chassis includes delivery to one destination within the Continental US, which is to be specified in writing on the Purchase Order by purchasing municipality. Municipality assumes ownership & responsibility for the Chassis upon that delivery. Chassis must be Paid for within 45 Days of delivery to the designated destination. Further Delivery / Freight and Upfit costs are responsibility of municipality. Dealer will make efforts to coordinate truck configuration with chosen upfitter however Kenworth of Central Florida assumes no responsibility for chassis and Upfit Compatibility. | 0.00       |
| <b>TAG - REGISTRATION</b>                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |            |
| TEMP TAG                                                            | Temorary Tag - FLORIDA ONLY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 0.00       |
| TRANSFER                                                            | Transfer tag - FLORIDA ONLY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 0.00       |
| NEWTAG                                                              | New tag: state / city / county - FLORIDA ONLY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 0.00       |

Page #4

Driven to Deliver

Great trucks. Great people. Great value.

January 06, 2022



# Florida Kenworth LLC.

City of Kissimmee  
100 N. Alaska Ave  
Kissimmee, FL 34741  
407-518-2507  
Prepared for: Wayne Hadley

**Florida Sheriffs Bid**  
**FSA18VEH-16.0 Extension**  
Item # 106 - 60,000lb GVW Truck  
(1) Autocar ACX

1800 N. Orange Blossom Trail  
Orlando, FL 32804  
407-669-8359  
Jason Upperco

| Code                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Bid Specification – Options                                          | Price                | Extension           |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|----------------------|---------------------|
| Base Specification                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 2022 Autocar ACX chassis # 106                                       | 187,578.00           | 187,578.00          |
| 5000003                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | ACX Cab With Dual Steering                                           | 4,614.00             | 4,614.00            |
| 05UNP                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Cummins X12-350 HP / 1350 LB-FT                                      | 2,539.00             | 2,539.00            |
| 1222001                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Front Engine PTO Adapter                                             | 577.00               | 577.00              |
| 4682000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Oil Pan Guard                                                        | 347.00               | 347.00              |
| 66k GVW PKG                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Inc: 20k FA, 46K RA, Susp, DBL frame, Only Str. Tires, Body Acc. Pk. | 8,934.00             | 8,934.00            |
| 661002                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Cab tilt / air assist                                                | 337.00               | 337.00              |
| 5210001                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Air Ride Passenger Seat                                              | 415.00               | 415.00              |
| 333014                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Driver Controlled Wheel Locks: (2) Axles                             | 1,815.00             | 1,815.00            |
| 9140016/9342009                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Rear Tires: 315/80R 22.5 Tires & 9.0" Wheels                         | 2,848.00             | 2,848.00            |
| HEIL DP ASL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Heil Dura Pack Python 28yd Automated Side Loader                     | 151,300.00           | 151,300.00          |
| 05UNP                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | City Of Kissimmee: Heil Body Options                                 | 16,252.00            | 16,252.00           |
| 05UNP                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Cummins X12 PPI Engine & Aftertreatment 5yr 200k                     | 2,320.00             | 2,320.00            |
| 899A203                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Allison Warranty- 5yr / unlimited                                    | 1,339.00             | 1,339.00            |
| 05UNP                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Paint Chassis to City Of Kissimmee color code                        | 5,500.00             | 5,500.00            |
| <div style="display: flex; justify-content: space-around; align-items: center;"> <div style="text-align: center;">  <p><b>FLORIDA</b><br/>SHERIFFS ASSOCIATION<br/><b>COOPERATIVE</b><br/>PURCHASING PROGRAM</p> </div> <div style="text-align: center;"> <p><b>FSA AWARDED<br/>CONTRACT</b></p> <p><a href="http://flsheriffs.org">flsheriffs.org</a>   850-877-2165<br/><a href="mailto:cpp@flsheriffs.org">cpp@flsheriffs.org</a></p> </div> </div> |                                                                      |                      |                     |
| Reference                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Autocar quote # Q0041211                                             |                      |                     |
| Reference                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | TCB Heil Quote BP10322                                               |                      |                     |
| <b>Note: All Options</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>Include Florida Sheriffs Admin Fee</b>                            |                      |                     |
| Reference                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>Autocar Specifications – Item # 106</b>                           |                      |                     |
| <b>Total Price</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                      | <b>\$ 386,715.00</b> | <b>\$386,715.00</b> |



Model : 2022 - ACX64 Class 8

## Chassis Specification

|                    |         |                                          | Description                                                      | Front Weight | Rear Weight |
|--------------------|---------|------------------------------------------|------------------------------------------------------------------|--------------|-------------|
| AUTOCAR TRUCKS     |         |                                          |                                                                  |              |             |
| O                  | ENG0001 | ENGINEERING GROUP IDENTIFIER             | AUTOCAR ENGINEERING                                              |              |             |
| S                  | 0040002 | MODELS                                   | ACX64                                                            |              |             |
| O                  | 5000003 | CAB SHELL                                | DUAL DRIVE LH AND RH SIT                                         |              |             |
| O                  | 100U003 | CUSTOMER TYPE                            | UNKNOWN (STOCK/DEMO)                                             |              |             |
| VEHICLE ADAPTATION |         |                                          |                                                                  |              |             |
| S                  | 114010  | COUNTRY OF USE                           | UNITED STATES STD<br>MARKET ADAPTATION                           |              |             |
| SOLUTION           |         |                                          |                                                                  |              |             |
| O                  | C04001  | BODY COMPANY                             | HEIL                                                             |              |             |
| O                  | C02004  | BODY TYPE                                | AUTOMATED SIDE LOADER                                            |              |             |
| S                  | C070001 | FUEL SYSTEM TYPE                         | DIESEL                                                           |              |             |
| O                  | C001057 | TRUCK TYPE (WRENCH CODE)                 | ASL, HEIL, WB 216, NO AUX<br>AXLE, DIESEL, WITH<br>SERVICE HOIST |              |             |
| O                  | C06107  | BODY STYLE                               | HEIL DURA PACK PYTHON                                            |              |             |
| O                  | C05033  | TOTAL BODY CAPACITY -<br>BODY/HOPPER     | 33 YARD                                                          |              |             |
| S                  | C090003 | AXLE QUANTITY                            | 3 AXLE                                                           |              |             |
| S                  | C080001 | REAR SUSPENSION TYPE                     | STD/BEAM TYPE REAR<br>SUSPENSION                                 |              |             |
| O                  | C01003  | APPLICATION                              | REFUSE - LANDFILL                                                |              |             |
| O                  | C11001  | BODY COMPANY SERVICE<br>OPTION           | SERVICE HOIST                                                    |              |             |
| O                  | C03003  | TERRITORY                                | CENTRAL                                                          |              |             |
| O                  | D010200 | FRONT GAWR                               | 20000 LBS                                                        |              |             |
| O                  | D020460 | REAR GAWR                                | 46000 LBS                                                        |              |             |
| O                  | D100660 | GVWR                                     | 66000 LBS                                                        |              |             |
| ENGINE             |         |                                          |                                                                  |              |             |
| S                  | 1580001 | ENGINE VOCATION                          | COMMERCIAL - DOMESTIC<br>(DOT)                                   |              |             |
| O                  | 1012022 | ENGINE ASSY                              | X12 '21 350HP / 2000 RPM /<br>1350 LB-FT, CUMMINS                |              |             |
| S                  | 4460001 | FUEL TYPE                                | ULTRA-LOW SULPHUR<br>DIESEL FUEL REQUIRED                        |              |             |
| S                  | 972A001 | SPECIAL EMISSION<br>CERTIFICATION LABELS | 50 STATE - CALIFORNIA<br>CLEAN IDLE CERTIFIED<br>(DIESEL)        |              |             |

## ENGINE EQUIP

|          |                |                                              |                                                                                          |
|----------|----------------|----------------------------------------------|------------------------------------------------------------------------------------------|
| <b>O</b> | <b>1222001</b> | <b>PTO-ENGINE FRONT</b>                      | <b>FEPTO ADAPTER (4.25" BCD<br/>with 2" FEM PILOTED FLANGE<br/>YOKE - 7/16-20 BOLTS)</b> |
| <b>S</b> | <b>128071</b>  | <b>ENGINE CONTROL<br/>SPECIFICATIONS</b>     | DEFAULT SPECS                                                                            |
| <b>S</b> | <b>1290004</b> | <b>ENGINE ELECTRONICS</b>                    | CUMMINS 500K<br>COMMUNICATION                                                            |
| <b>O</b> | <b>4382004</b> | <b>FILTER-FUEL, CHASSIS<br/>MOUNTED</b>      | DAVCO 386 FILTER W/O 12V<br>HEAT, WITH H2O PROBE                                         |
| <b>O</b> | <b>170025</b>  | <b>FILTER-FUEL, ENGINE<br/>MOUNTED</b>       | CUMMINS SPIN-ON FILTER                                                                   |
| <b>O</b> | <b>180021</b>  | <b>ENGINE BLOCK HEATER</b>                   | PHILLIPS 120V 1500W                                                                      |
| <b>O</b> | <b>1810004</b> | <b>HEATER RECEPTICAL<br/>LOCATION-ENGINE</b> | RECEPTACLE LOCATED AT<br>CAB STEPS, LH SIDE                                              |
| <b>S</b> | <b>2080001</b> | <b>FAN &amp; DRIVE-ENGINE</b>                | 2-SPEED FAN                                                                              |
| <b>S</b> | <b>2120003</b> | <b>RADIATOR SURGE TANK</b>                   | STANDARD SURGE TANK W/<br>SIGHT GLASS                                                    |
| <b>O</b> | <b>220052</b>  | <b>AIR CLEANER</b>                           | 16" TWO STAGE                                                                            |
| <b>S</b> | <b>226001</b>  | <b>AIR INTAKE RAIN CAP</b>                   | BLACK, HOOD TYPE                                                                         |
| <b>O</b> | <b>2302001</b> | <b>MUFFLER SYSTEM</b>                        | LH VERT HORIZ DPF/SCR                                                                    |
| <b>S</b> | <b>2310003</b> | <b>EXHAUST SHIELDS</b>                       | DPF & SCR SHIELDS                                                                        |
| <b>O</b> | <b>2320011</b> | <b>EXHAUST STACKS</b>                        | STAINLESS STEEL STACK<br>W/TURN OUT                                                      |
| <b>S</b> | <b>115A200</b> | <b>TURBO HEAT SHIELD</b>                     | TURBO HEAT SHIELD                                                                        |
| <b>S</b> | <b>2390002</b> | <b>UREA DELIVERY SYSTEM</b>                  | OVER-FENDER MTD., LH<br>SIDE, 10 GAL. CAPACITY                                           |
| <b>S</b> | <b>5300001</b> | <b>ENGINE/EXHAUST COVER</b>                  | ALUM TURBO/EXHAUST PIPE<br>DEBRIS SHIELD                                                 |
| <b>O</b> | <b>7002000</b> | <b>AIR COMPRESSOR</b>                        | CUMMINS WABCO 25.9 CFM<br>COMPRESSOR                                                     |
| <b>S</b> | <b>8200003</b> | <b>STARTING MOTOR</b>                        | DELCO REMY 12V 39 MT<br>W/OCP                                                            |
| <b>S</b> | <b>8020004</b> | <b>ALTERNATOR</b>                            | DELCO REMY 36SI 12V 160<br>AMP                                                           |
| <b>S</b> | <b>P020001</b> | <b>ENGINE IDLE SHUT DOWN</b>                 | ENGINE IDLE SHUT DOWN<br>ENABLED ( 5 MINUTES )                                           |
| <b>S</b> | <b>P030001</b> | <b>CRUISE CONTROL<br/>PARAMETER</b>          | CRUISE CONTROL ENABLED                                                                   |
| <b>S</b> | <b>P630006</b> | <b>MAX VEHICLE SPEED -<br/>PTO MODE</b>      | MAX VEHICLE SPEED IN PTO<br>MODE = 6 MPH                                                 |
| <b>S</b> | <b>P641200</b> | <b>RPM PTO MODE</b>                          | 1200 RPM MAX IN PTO                                                                      |
| <b>S</b> | <b>P701200</b> | <b>PTO SET SWITCH</b>                        | PTO SET SWITCH = 1200 RPM                                                                |
| <b>S</b> | <b>P711000</b> | <b>PTO RESUME SWITCH</b>                     | PTO RESUME SWITCH = 1000<br>RPM                                                          |
| <b>S</b> | <b>P010065</b> | <b>VEHICLE GOVERNED<br/>SPEED LIMIT</b>      | SPEED LIMIT 65MPH                                                                        |

## TRANSMISSION

|   |         |                                             |                                                  |
|---|---------|---------------------------------------------|--------------------------------------------------|
| S | 2580003 | VOCATION                                    | RDS REFUSE - VOC 400-XXX                         |
| O | 2690019 | CONTROL MODULE<br>(ELECT)                   | REFUSE W/ AUTO-NEUTRAL<br>& SERVICE BRAKE, VP170 |
| S | 26A0001 | TRANSMISSION SHIFT<br>SCHEDULE / FUEL SENSE | PRIMARY PERFORMANCE /<br>SECONDARY ECONOMY       |
| S | PT10001 | TRANS DIRECTION<br>CHANGE SHIFT INHIBIT     | SHIFT INHIBIT ENABLED                            |
| S | 27P0000 | TRANSMISSION<br>RETARDER AUDIBLE<br>ALARM   | NO TRANSMISSION<br>RETARDER AUDIBLE ALARM        |
| O | 2700028 | TRANSMISSION                                | ALLISON 4500 SERIES,6-<br>SPEED                  |
| S | 287A200 | TRANSMISSION<br>BREATHER                    | TRANSMISSION REMOTE<br>BREATHER                  |
| S | 284016  | TRANSMISSION<br>CONTROLS                    | ALLISON PUSHBUTTON<br>CONTROLS                   |
| S | 286005  | COOLER-TRANSMISSION<br>OIL                  | OIL TO WATER TYPE                                |
| S | 290003  | TRANSMISSION OIL<br>FILL/CHECK              | OIL FILL TUBE / DIPSTICK W/<br>LEVEL SENSOR      |
| O | 300013  | DRIVESHAFT-MAIN                             | SPICER 1810HD HALF ROUND                         |

## FRONT AXLE

|   |         |                                      |                                                                          |
|---|---------|--------------------------------------|--------------------------------------------------------------------------|
| O | 3702001 | FRONT AXLE                           | HENDRICKSON 20K AXLE<br>20,000 LB CAP (VALIDATION<br>TIMING)             |
| S | 3690005 | FRONT AXLE POSITION                  | 52.5 INCHES                                                              |
| O | 3712001 | FRONT SUSPENSION                     | HENDRICKSON 20,000 SPRING<br>CLAMP GROUP (REQUIRES<br>VALIDATION TIMING) |
| O | 371T01  | SUSPENSION, FRONT AUX                | AUX LOAD CUSHION                                                         |
| S | 373002  | SHOCK ABSORBERS-<br>FRONT            | DOUBLE ACTING SINGLE -<br>HEAVY DUTY                                     |
| S | 904011  | HUBS-FRONT                           | STEEL HUB PILOTED,285MM<br>BOLT CIRCLE                                   |
| S | 9400001 | WHEEL OIL SEALS-FRONT                | SCOTSEAL PLUS XL                                                         |
| S | 9210001 | HUB CAPS - FRONT AXLE                | CR ZYTEL HUBCAP                                                          |
| S | 374002  | FRONT AXLE LUBRICANT                 | SYNTHETIC,DANA SPICER<br>EP75W90,OR EQUIV                                |
| O | 7510001 | BRAKES-FOUNDATION,<br>FRONT AXLE     | MERITOR 16.5X7" QP REFUSE<br>BRAKE                                       |
| S | 754009  | BRAKE SLACK ADJUSTERS<br>-FRONT AXLE | MERITOR AUTOMATIC                                                        |
| S | 755001  | DUST SHIELDS - FRT<br>BRAKES         | DUST SHIELDS - FRONT<br>BRAKES                                           |
| S | 901001  | BRAKE DRUM-FRONT                     | CAST IRON                                                                |

|   |        |                             |                                            |
|---|--------|-----------------------------|--------------------------------------------|
| O | 383107 | STEERING GEAR               | INTEGRAL POWER STEERING<br>W/LEFT HAND RAM |
| S | 387003 | POWER STEERING<br>RESERVOIR | FOUR QUART REMOTE<br>MOUNTED               |

## REAR AXLE

|   |         |                                         |                                                 |
|---|---------|-----------------------------------------|-------------------------------------------------|
| O | 330444  | REAR DRIVE AXLE-SINGLE<br>& TANDEM      | MERITOR RT46-160 46,000 LB                      |
| S | 330U98  | REAR AXLE LUBE PUMP                     | NO LUBRICATION PUMP                             |
| O | 331538  | REAR DRIVE AXLE RATIO                   | 5.38                                            |
| O | 333014  | REAR DRIVE AXLE ANTI-<br>SPIN DEVICES   | FOUR WHEEL LOCK                                 |
| O | 3500004 | REAR SUSPENSION                         | HENDRICKSON HMX-460<br>SUSP @ 54" AS            |
| S | 351013  | REAR SUSPENSION BEAMS                   | 54 INCH STEEL RUBBER<br>BUSHED                  |
| S | 358005  | TORQUE RODS                             | LONGITUDINAL &<br>TRANSVERSE - RUBBER<br>BUSHED |
| S | 9130001 | HUBS-REAR                               | IRON HUB, HP 10 STUD                            |
| S | 3400001 | REAR AXLE BREATHER                      | STANDARD AXLE BREATHER                          |
| S | 9410001 | WHEEL OIL SEALS-REAR                    | SCOTSEAL PLUS XL                                |
| O | 7610001 | BRAKES-FOUNDATION,<br>REAR AXLE         | MERITOR 16.5X8.62" QP<br>REFUSE BRAKE           |
| S | 764013  | BRAKE SLACK ADJUSTERS<br>-REAR AXLE     | MERITOR<br>AUTOMATIC,TANDEM AXLE                |
| S | 765001  | DUST SHIELDS - REAR<br>BRAKES           | DUST SHIELDS - REAR<br>BRAKES                   |
| S | 781012  | BRAKE CHAMBERS-<br>PARKING, TYPE/VENDOR | CAM TYPE MGM STOPGARD<br>(4)                    |
| S | 910001  | BRAKE DRUM-REAR                         | CAST IRON                                       |

## BRAKES

|   |         |                                     |                                  |
|---|---------|-------------------------------------|----------------------------------|
| S | 729002  | AIR LINES-PARKING<br>BRAKE, CHASSIS | AIR LINES CHASSIS PARK<br>BRAKE  |
| S | 7410004 | BRAKE CONTROL SYSTEM                | MERITOR WABCO ABS 4S/4M<br>W/PLC |

## CHASSIS

|   |         |                                   |                                    |
|---|---------|-----------------------------------|------------------------------------|
| O | 400216  | WHEELBASE                         | 216 INCHES                         |
| O | 402068  | FRAME-REAR OVERHANG               | 68"                                |
| S | 403012  | FRAME RAILS                       | 3/8" VARIABLE DROP STEEL,<br>EXT B |
| S | 409002  | FRAME CROSSMEMBER-<br>CENTER      | ALUMINUM ORIENTATION B             |
| S | 4110002 | FRAME CROSSMEMBER-<br>END CLOSING | ALUMINUM MEMBER-IF<br>REQUIRED     |
| S | 460001  | BUMPER-FRONT                      | STEEL PAINTED                      |

|          |                |                                          |                                                                                                    |
|----------|----------------|------------------------------------------|----------------------------------------------------------------------------------------------------|
| <b>O</b> | <b>4682000</b> | <b>GUARD-OIL PAN</b>                     | <b>ENGINE OIL PAN GUARD -<br/>STEEL</b>                                                            |
| <b>S</b> | <b>480002</b>  | <b>TOWING DEVICE-FRONT</b>               | <b>TWO REMOVABLE TOW PINS</b>                                                                      |
| <b>S</b> | <b>8742000</b> | <b>WIRING, BODY<br/>INTERFACE</b>        | <b>RP 170 COMPLIANT</b>                                                                            |
| <b>S</b> | <b>430020</b>  | <b>FUEL TANK-LEFT</b>                    | <b>75 GAL 26" DIA UNPAINTED<br/>ALUMINUM</b>                                                       |
| <b>O</b> | <b>430R001</b> | <b>FUEL TANK FILL LHS</b>                | <b>REAR FILL FUEL TANK, LHS</b>                                                                    |
| <b>O</b> | <b>4470003</b> | <b>LH FUEL TANK SPACERS</b>              | <b>LH FUEL TANK SPACED 2",<br/>DROPPED 2"</b>                                                      |
| <b>S</b> | <b>432002</b>  | <b>FUEL TANK STRAP/<br/>SUPPORT LEFT</b> | <b>PAINTED STEEL, LH</b>                                                                           |
| <b>O</b> | <b>4280003</b> | <b>DRILLING FUEL TK SUPT-<br/>LEFT</b>   | <b>FUEL TANK LHS LOCATION -<br/>SPEC DRIVEN</b>                                                    |
| <b>S</b> | <b>436015</b>  | <b>FUEL LINES</b>                        | <b>SAE J1402A1 WIRE BRAIDED</b>                                                                    |
| <b>S</b> | <b>8120005</b> | <b>BATTERY BOX</b>                       | <b>STEEL BOX, 3 BATTERY, LHS</b>                                                                   |
| <b>O</b> | <b>8160011</b> | <b>BATTERY BOX SPACERS</b>               | <b>BATTERY BOX SPACED 2",<br/>DROPPED 2" ON SPACERS<br/>WITH SPACERS DROPPED<br/>ADDITIONAL 2"</b> |
| <b>O</b> | <b>8090003</b> | <b>BATTERY BOX DRILLING</b>              | <b>BATTERY BOX LOCATION -<br/>SPEC DRIVEN</b>                                                      |
| <b>S</b> | <b>810089</b>  | <b>BATTERY</b>                           | <b>3 JOHNSON CONTROL 31ECL<br/>12V 2250CCA</b>                                                     |
| <b>S</b> | <b>8140002</b> | <b>BATTERY SHUT-OFF<br/>SWITCH</b>       | <b>SHUTOFF W/ LOCKOUT, NO<br/>EMERGENCY JUMPER STUDS</b>                                           |
| <b>S</b> | <b>7110001</b> | <b>AIR TANK-BRAKE</b>                    | <b>STEEL AIR TANKS</b>                                                                             |
| <b>O</b> | <b>7090003</b> | <b>AIR TANK DRILLING</b>                 | <b>AIR TANKS LOCATION SPEC<br/>DRIVEN</b>                                                          |
| <b>O</b> | <b>7380001</b> | <b>EMERGENCY AIR SYSTEM<br/>CHARGING</b> | <b>SCHRADER VALVE, WET<br/>TANK MTD</b>                                                            |
| <b>S</b> | <b>715001</b>  | <b>WET TANK DRAIN</b>                    | <b>MANUAL TYPE PETCOCK</b>                                                                         |
| <b>O</b> | <b>715T003</b> | <b>AIR RESERVOIR DRAIN<br/>SYSTEM</b>    | <b>CENTRAL MANIFOLD W/<br/>PETCOCKS</b>                                                            |
| <b>O</b> | <b>713023</b>  | <b>AIR DRYER</b>                         | <b>BENDIX ADIP W/HEAT</b>                                                                          |
| <b>O</b> | <b>7100006</b> | <b>AIR DRYER DRILLING</b>                | <b>MOUNT AIR DRYER INSIDE<br/>RAIL, RHS, SPEC DRIVEN</b>                                           |
| <b>S</b> | <b>724001</b>  | <b>AIR LINES-CAB</b>                     | <b>SAE J844 NYLON TUBING</b>                                                                       |

## CAB EXTERIOR

|          |                |                                         |                                                              |
|----------|----------------|-----------------------------------------|--------------------------------------------------------------|
| <b>S</b> | <b>4510001</b> | <b>STEP-CAB ACCESS, CAB<br/>MOUNTED</b> | <b>DUAL SELF CLEANING CAB<br/>ENTRANCE STEPS</b>             |
| <b>S</b> | <b>502001</b>  | <b>CAB DOORS</b>                        | <b>STEEL</b>                                                 |
| <b>O</b> | <b>6220017</b> | <b>MIRRORS-DUAL WEST<br/>COAST</b>      | <b>MIRROR, BLACK, HTD,<br/>REMOTE W / LWR HTD<br/>CONVEX</b> |
| <b>O</b> | <b>6230006</b> | <b>MIRRORS-AUXILIARY<br/>HIGH MOUNT</b> | <b>HIGH MOUNT 8" CONVEX,<br/>BLACK</b>                       |

|   |         |                                  |                                       |
|---|---------|----------------------------------|---------------------------------------|
| S | 630026  | <b>HORN-AIR</b>                  | TWIN MOUNTED UNDER CAB                |
| S | 631001  | <b>HORN-ELECTRIC</b>             | SINGLE                                |
| O | 661002  | <b>CAB TILT MECHANISM-C.O.E.</b> | <b>HYDRAULIC TILT WITH AIR ASSIST</b> |
| S | 6720001 | <b>GRILLE</b>                    | AUTOCAR GRILLE                        |
| S | 675001  | <b>BUG SCREENS</b>               | BUG SCREEN MOUNTED BEHIND GRILLE      |

## CAB INTERIOR

|   |         |                             |                                                                 |
|---|---------|-----------------------------|-----------------------------------------------------------------|
| O | 380003  | <b>STEERING WHEEL</b>       | 18 INCH DIAMETER (DUAL DRIVE CONFIGURATIONS: 18" LH, 16" RH)    |
| O | 381001  | <b>STEERING COLUMN</b>      | FIXED POSITION                                                  |
| O | 5202002 | <b>SEAT-DRIVER</b>          | SEARS C2+ SEAT, AIR RIDE, AIR LUMBAR                            |
| O | 5212002 | <b>SEAT-PASSENGER</b>       | <b>SEARS C2+ SEAT, AIR RIDE, AIR LUMBAR</b>                     |
| O | 5222001 | <b>SEAT BELTS-DRIVER</b>    | THREE POINT RETRACTABLE, BRIGHT ORANGE COLOR, W/O COMFORT LATCH |
| O | 5232001 | <b>SEAT BELTS-PASSENGER</b> | THREE POINT RETRACTABLE, BRIGHT ORANGE COLOR, W/O COMFORT LATCH |
| O | 5260002 | <b>SEAT INSERT</b>          | MODURA, ASPHALT COLOR                                           |
| S | 538001  | <b>CARPET &amp; MAT</b>     | MAT WITH FOAM BACK                                              |
| S | 5500001 | <b>CENTER CONSOLE</b>       | CENTER CONSOLE                                                  |
| O | 5510002 | <b>REAR CONSOLE</b>         | REAR CONSOLE W/ WIRE FRAME STORAGE CONTAINER                    |
| S | 5930001 | <b>ASH TRAY</b>             | ASHTRAY MTD IN CONSOLE                                          |

## CAB CLIMATE CONTROL

|   |         |                                  |                                               |
|---|---------|----------------------------------|-----------------------------------------------|
| S | 0602001 | <b>CAB TEMPERATURE SYSTEM</b>    | AIR COND INTEGRAL WITH HEATER/DEFROSTER (GHG) |
| S | 612001  | <b>AIR CONDITIONER CONDENSER</b> | STANDARD (RADIATOR MOUNTED)                   |

## GAUGES & INSTRUMENTATION

|   |         |                                        |                                         |
|---|---------|----------------------------------------|-----------------------------------------|
| S | 0572001 | <b>INSTRUMENTS SALES PKG</b>           | ADVANCED DIAGNOSTIC DISPLAY - V1        |
| S | 1430001 | <b>TRUCK ELECTRICAL CONTROL MODULE</b> | VEHICLE CONTROL UNIT                    |
| S | 1362000 | <b>TACHOMETER/RPM TACHOGRAPH</b>       | ELECTRONIC TACHOMETER                   |
| S | 1372000 | <b>GAUGE-HOURMETER</b>                 | HOURLMETER INCLUDED IN ON BOARD DISPLAY |

|   |         |                                         |                                                 |
|---|---------|-----------------------------------------|-------------------------------------------------|
| S | 225009  | <b>AIR INTAKE RESTRICTION INDICATOR</b> | GRADUATED, AIR CLEANER MOUNTED                  |
| S | 4390001 | <b>GAUGE-FUEL LEVEL</b>                 | ELECTRONIC FUEL LEVEL                           |
| S | 5712003 | <b>GAUGE PANELS</b>                     | ALL GAUGES IMPERIAL                             |
| S | 1472001 | <b>VEHICLE MONITORING SYSTEM</b>        | AUTOCAR ADVANCED TELEMATICS - FULL INSTALLATION |

## LIGHTING

|   |         |                                  |                        |
|---|---------|----------------------------------|------------------------|
| S | 8360003 | <b>LAMPS-HEAD</b>                | LED HEADLAMPS          |
| S | 8410002 | <b>LAMPS-TURN SIGNAL - FRONT</b> | LED FRONT TURN SIGNALS |
| S | 8510002 | <b>LAMPS-MARKER</b>              | AMBER LED ROOF MARKERS |
| S | 859001  | <b>LAMPS-RUNNING</b>             | DAYTIME                |
| S | 8700001 | <b>CIRCUIT PROTECTION DEVICE</b> | AUTO CIRCUIT BREAKERS  |

## RADIO/MISC

|   |         |                                      |                                                                                    |
|---|---------|--------------------------------------|------------------------------------------------------------------------------------|
| O | 5090001 | <b>KEY &amp; LOCK SETS-IGN/DOORS</b> | DOOR & IGNITION SAME - UNIQUE PER TRUCK WITH 2 ADDITIONAL KEYS PER TRUCK (4 TOTAL) |
| O | 5900002 | <b>RADIO</b>                         | AM/FM / CD STEREO, ROOF MTD                                                        |
| O | 59A0002 | <b>RADIO MOUNTING LOCATION</b>       | RADIO MOUNTED IN RHS HEADLINER                                                     |
| O | 5910002 | <b>ANTENNA/POWER SUPPLY</b>          | ANTENNA - ROOF MOUNTED                                                             |
| O | 596005  | <b>RADIO SPEAKERS</b>                | 2 DUAL CONE SPEAKERS                                                               |
| O | 9620001 | <b>FIRE EXTINGUISHER</b>             | DUAL 5LB ABC EXTINGUISHERS, ONE UNDER EACH SEAT                                    |

## FRONT TIRES / WHEELS

|   |         |                                              |                                     |
|---|---------|----------------------------------------------|-------------------------------------|
| S | 9312009 | <b>TIRE MANUFACTURER &amp; TREAD - FRONT</b> | BRIDGESTONE M870                    |
| S | 930469  | <b>TIRE SIZE &amp; LOAD RANGE - FRONT</b>    | 315/80R22.5L                        |
| S | 9050015 | <b>WHEELS-DISC FRONT</b>                     | 22.5X9.0" STEEL, 5.25" INSET, HAYES |

## REAR TIRES / WHEELS

|   |         |                                             |                                     |
|---|---------|---------------------------------------------|-------------------------------------|
| O | 9342009 | <b>TIRE MANUFACTURER &amp; TREAD - REAR</b> | BRIDGESTONE M870                    |
| O | 933469  | <b>TIRE SIZE &amp; LOAD RANGE - REAR</b>    | 315/80R22.5L                        |
| O | 9140016 | <b>WHEELS-DISC REAR</b>                     | 22.5X9.0" STEEL, 6.42" INSET, HAYES |

## PAINT

|   |        |                         |                    |
|---|--------|-------------------------|--------------------|
| S | 950001 | <b>CAB PAINT SCHEME</b> | SINGLE COLOR PAINT |
|---|--------|-------------------------|--------------------|



Quote Number : QUO41211  
Model : 2022 - ACX64 Class 8

|          |                |                                    |                                                       |
|----------|----------------|------------------------------------|-------------------------------------------------------|
| <b>S</b> | <b>9550001</b> | <b>CAB PAINT TYPE</b>              | <b>STANDARD WHITE</b>                                 |
| <b>S</b> | <b>9801002</b> | <b>CAB COLOR-FIRST</b>             | APPROVED ==- DPSS-N0007EX<br>==- STANDARD WHITE N0007 |
| <b>S</b> | <b>9861U1</b>  | <b>CHASSIS COLOR</b>               | BLACK P3036                                           |
| <b>S</b> | <b>987949</b>  | <b>BUMPER COLOR</b>                | SAME AS<br>CHASSIS,UNPAINTED ALUM<br>OR CHROME        |
| <b>S</b> | <b>988401</b>  | <b>DISC WHEEL OR RIM<br/>COLOR</b> | STEEL, E-COAT WHITE /<br>ALUM-UNPAINTED               |

#### **ADDITIONAL OPTIONS**

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|          |                |                                  |                              |
|----------|----------------|----------------------------------|------------------------------|
| <b>S</b> | <b>899002</b>  | <b>CHASSIS WARRANTY</b>          | STANDARD WARRANTY            |
| <b>S</b> | <b>899A200</b> | <b>TRANSMISSION<br/>WARRANTY</b> | ALLISON 3YR. WARRANTY        |
| <b>S</b> | <b>899B001</b> | <b>ENGINE WARRANTY</b>           | CUMMINS STANDARD<br>WARRANTY |
| <b>S</b> | <b>978015</b>  | <b>FLOOR PLAN</b>                | 15 DAYS FLOORING             |

#### **OTHERS**

---

|          |                |                                     |                                      |
|----------|----------------|-------------------------------------|--------------------------------------|
| <b>O</b> | <b>9722021</b> | <b>CERTIFICATION-<br/>EMISSIONS</b> | COMPLIES WITH 2021 U.S.<br>EMISSIONS |
|----------|----------------|-------------------------------------|--------------------------------------|

06/14/2021

## ***GAWR, GVWR & Tire Pressure***

| <b>GVW Rating – 66,000#</b> |                |                          |                |
|-----------------------------|----------------|--------------------------|----------------|
| <b>Front GAWR</b>           | <b>20,000#</b> | <b>Rear GAWR</b>         | <b>46,000#</b> |
| Front Suspension            | 20,800#        | Rear Suspension          | 46,000#        |
| Front Wheels                | 20,000#        | Rear Wheels              | 72,000#        |
| Front Tire Size And Tread   | 20,000#        | Rear Tire Size And Tread | 60,800#        |
| Front Brakes                | 20,000#        | Rear Brakes              | 48,000#        |
| Front Axle                  | 20,000#        | Rear Axle                | 46,000#        |
| <b>PSI</b>                  |                |                          |                |
| Front PSI                   | 130.0          | Rear PSI                 | 85.0           |

**Tampa Crane & Body****PURCHASE AGREEMENT**

| QUOTE NUMBER | QUOTE DATE | VALID FOR       | EST. DELIVERY UPON ORDER RECEIPT | SALESPERSON       | SHIPPED VIA | FOB POINT   | TERMS        |
|--------------|------------|-----------------|----------------------------------|-------------------|-------------|-------------|--------------|
| BP10322      | 1-3-22     | Through 9-30-22 | August                           | Brandon Pritchett | Driveaway   | Orlando, FL | Upon Receipt |

**CUSTOMER INFORMATION:**

Customer: Florida Kenworth – City of Orlando Contact: Jason Upperco  
 Address: 1800 N. Orange Blossom Tr. City, State & Zip: Orlando, FL 32804  
 Phone: \_\_\_\_\_ Cell Phone: 407-669-8359 Email address: Jason.upperco@csmttruck.com

**VEHICLE AND EQUIPMENT:**

| Body: Heil DP Python – 28 yd ASL                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Chassis: | Additional Equipment: |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------------------|
| Front mount tandem vane pump<br>Hopper Work Light Kit<br>Multi-Function Lights<br>Body Side Backing Assist Lights<br>TG Mounted Strobe Light<br>Hopper Hood<br>Fire Extinguisher<br>Bumper Mounted Toolbox<br>Sump Chutes<br>Third Eye Camera System with Backup, Grabber & Hopper camera<br>Custom Paint Color<br>Clear coat finish<br>Aluminum toolbox<br>Broom and shovel kit<br>Remote lift controls mounted under seat<br>Sump chutes<br>Hopper and body floor liner – 3/16" |          |                       |

**TERMS OF SALE:**

|                                                 |           |                   |
|-------------------------------------------------|-----------|-------------------|
| 1. Body Purchase Price (each):                  | \$        | <u>167,552.00</u> |
| 2. Chassis Purchase Price (each):               | \$        | _____             |
| 3. Additional Equipment Purchase Price (each):  | \$        | _____             |
| 4. Total Price (each): (Line 1 plus Line 3)     | \$        | _____             |
| 5. Grand Total: (Quantity of 1)                 | \$        | <u>167,552.00</u> |
| 6. Sales Tax:                                   | \$        | _____             |
| 7. Federal Excise Tax: (Taxable amount: Line 1) | x 12%= \$ | _____             |
| 8. Title & Registration Fee:                    | \$        | _____             |
| 9. Delivery Charge:                             | \$        | <u>Included</u>   |
| Delivery Notes: _____                           |           |                   |
| 10. Extras: (warranty, etc.)                    | \$        | _____             |
| Extras Description: _____                       |           |                   |
| 11. Total Amount Due from customer:             | \$        | <u>167,552.00</u> |

**TERMS AND CONDITIONS:**

**1. Customer's responsibilities.** Customer agrees to pay Tampa Crane & Body (TC&B) all charges required by law to be collected, including without limitation all tag, title, license, and all federal, state, and local taxes. Although TC&B has used its best efforts to accurately state the amounts due under this Agreement, Customer remains liable for any additional amounts which may be assessed by law against TC&B. Unpaid or past due balances will be assessed a 1.5% per month interest charge, (18% per annum).

**2. Deposit.** Should TC&B fail to accept this offer or be unable to deliver the vehicle as promised, Customer's sole remedy against TC&B shall be a return of the deposit as liquidated damages. Should Customer fail to take delivery of the vehicle for any reason or otherwise breach this agreement, TC&B may elect to retain the deposit, and sue for any actual damages incurred by TC&B for work done, costs incurred, and for any incidental or consequential damages caused by Customer's breach.

**3. Warranties.** All used vehicles are sold **"AS IS, WITHOUT WARRANTY"**, either express or implied. **TC&B SPECIFICALLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER REPRESENTATIONS TO THE CUSTOMER NOT EXPRESSLY SET FORTH IN THIS AGREEMENT.** No other person is authorized to make any representations or warranties on behalf of TC&B, unless made or assumed in writing by TC&B.

**4. Limitation of Liability.** Customer shall have the right to fully inspect the vehicle at the time of delivery. Acceptance of the vehicle constitutes Customer's waiver of all claims against TC&B for all actual, incidental or consequential damages, including without limitation: a) loss, damage or delays for any reason; b) failure to supply any property ordered hereunder unless TC&B receives notification of such failure within one week of delivery; c) loss of use, loss of time, lost profits or income; d) changes in design, materials or specifications explicitly specified by the Customer; e) modifications to the vehicle that the Customer specifies to be performed by others; and f) defects in design, materials or workmanship unless TC&B receives notification of such defects within one week of delivery.

Customer shall defend, indemnify and hold harmless TC&B and its subsidiaries and affiliated companies, their officers, agents and employees against all loss, liability and expense, including reasonable attorney's fees, by reason of bodily injury including death, and property damage, sustained by any person or persons including but not limited to the officers, agents and employees of Customer, as a result of the Customer's maintenance, use, operation, servicing, transportation, defect in or failure of the vehicle, whether such bodily injury, death or property damage is due or claimed to be due in whole or in part, to any neglect, default, defect, fault, failure, act or omission, by or on behalf of TC&B, its officers, agents and employees or any other person, including but not limited to any claims of strict liability in tort, breach of warranty, and/or negligence.

**5. Modifications by Others.** Customer acknowledges that any requested modifications to the vehicle that the Customer specifies to be performed by others are Customer's sole responsibility, and Customer shall reimburse TC&B for the cost of such modifications, regardless of whether Customer takes delivery of the vehicle. TC&B is not liable for any defects in design, materials or workmanship, or any errors or omissions by such third parties.

**6. Miscellaneous.** Risk of loss shall pass to the Customer upon acceptance of delivery of the vehicle. A facsimile of this agreement shall have the same legal effect as an original hereof. Venue for any actions involving this agreement, including counterclaims, crossclaims or third-party claims shall be exclusively in Hillsborough County, Florida, and this agreement shall be construed under the laws of the State of Florida. This agreement may not be assigned by Customer. This agreement expresses the entire agreement of the parties. If any part hereof is contrary to, prohibited by or deemed invalid under applicable laws or regulations of any jurisdiction, such provision shall be inapplicable and deemed omitted but shall not invalidate the remaining provisions hereof. In the event that TC&B is required to employ an attorney to enforce any of the terms of this agreement, Customer shall be liable for all reasonable attorney's fees and costs, regardless of whether suit is instituted, through and including all trials, appeals and bankruptcy proceedings.

**I HAVE READ AND UNDERSTAND THE ABOVE TERMS AND CONDITIONS.**

**CUSTOMER:**

**TAMPA CRANE REPRESENTATIVE:**

|       |                    |       |               |
|-------|--------------------|-------|---------------|
| _____ | Signature          | _____ | Signature     |
| _____ | Print Name         | _____ | Print Name    |
| _____ | Title              | _____ | Title         |
| _____ | Customer PO Number | _____ | Date          |
| _____ | Date               | _____ | Contact Email |
|       |                    | _____ | Contact Cell  |

**APPROVED:**

**TAMPA CRANE AND BODY**  
 5701 N 50<sup>th</sup> Street, Tampa, FL 33687  
 (813) 246-5510 (Office)  
 (813) 246-5322 (Fax)

**BID AWARD**

**CONTRACT**

**FSA20-VEH18.0**

**HEAVY TRUCKS**

*Contract Term:*  
*October 1, 2020– September 30, 2022*

**Cooperative Purchasing Program**

*Coordinated By*

**The**  
**Florida Sheriffs Association**  
**&**  
**Florida Association of Counties**





*Protecting, Leading & Uniting...since 1893*

# FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive, Tallahassee, Florida 32308  
P.O. Box 12519 • Tallahassee, Florida 32317-2519

p: (850) 877-2165  
f: (850) 878-8665  
[www.flsheriffs.org](http://www.flsheriffs.org)  

Date: October 1, 2020

To: All Perspective Participants

From: Steve Casey, Executive Director  
Craig Chown, CPP Manager

Re: Contract Number FSA20-VEH18.0 Heavy Trucks

We are pleased to announce that the Florida Sheriffs Association has successfully completed its 18th cooperative competitive bid for heavy trucks. This contract is in effect beginning October 1, 2020 through September 30, 2022.

This year's bid award included 102 specifications and makes and models for heavy trucks.

The competitive process for this award began in April 2020, when stakeholders were surveyed regarding procurement needs. Specifications were developed based on prior year activity and new additions were added based on survey results and the Fleet Advisory Committee's review of products.

An advertisement of the Invitation to Bid was placed within the FSA website and Florida Administrative Weekly on April 22, 2020. On June 2, 2020, a direct notification was sent to 511 prospective bidders to register for qualification to participate in the bid process for heavy trucks and heavy equipment. From this ITB, 206 bidders responded to the pre-bid meeting registration or request for qualified waiver for FSA approval. Of these respondents, 40 submitted bids for heavy trucks and 33 qualified, responsive bidders were awarded after a review by the FSA and the FSA Fleet Advisory Committee.

The Florida Sheriffs Association Cooperative Purchasing Program has followed the Contract Terms and Conditions to procure this contract.

Contract prices are extended and guaranteed to any local government or political subdivision of the state, public educational institutions, other public agencies or authorities with the State of Florida, and other entities approved by the manufacturer to participate in this contract.

Out of state sales are permitted under this contract. All purchasers are bound by their local governing purchasing ordinances, rules and regulations. All awarded vendors are governed by their manufacturer agreements and the Contract Terms and Conditions.

List of Awarded Vendors in Alphabetical Order for FSA20-VEH18.0 Heavy Trucks:

1. Alan Jay Chevrolet Buick GMC Cadillac
2. Alan Jay Chrysler Jeep Dodge of Wauchula
3. Asbury Automotive Group DBA: DBA: Courtesy Chrysler, Jeep Dodge
4. Bozard Ford
5. BYD Motors
6. Coggin Buick GMC
7. Coggin Chevrolet
8. Container Systems & Equipment Co., Inc.
9. DeLand Truck Center
10. Duval Chevrolet
11. Duval Ford
12. Four Star Freightliner
13. Garber Chevrolet Buick GMC, Inc.
14. Garber Chrysler Dodge Truck, Inc.
15. General GMC Truck Sales & Service, Inc.
16. Florida Kenworth LLC.
17. Kenworth of Jacksonville
18. Kenworth of South Florida
19. Maudlin International Trucks
20. Nextran
21. Orlando Freightliner
22. Palm Fire Rescue Group DBA: Palm Peterbilt Truck Centers
23. Palmetto Ford Truck Sales, Inc.
24. Rechtien International Trucks, Inc.
25. Rush Truck Centers of Florida
26. SBL Freightliner, LLC.
27. Stingray Chevrolet
28. Sun State International Trucks, LLC.
29. Tampa Truck Center
30. Ten-8 Fire Equipment, Inc.
31. The Broyhill Manufacturing Company
32. Truckmax Isuzu
33. Truckmax, Inc





## AUTOCAR ACX 60K GVW Truck FSA20-VEH18.0 OPTIONS #106

| Pricing Discounts Range from 3% - 28% Below MSRP |                                                                                      |                     |
|--------------------------------------------------|--------------------------------------------------------------------------------------|---------------------|
| Code                                             | Option                                                                               | FSA PRICE           |
| <b>ENGINES UPGRADES &amp; OPTIONS</b>            |                                                                                      |                     |
| 1012104                                          | Cummins L9-380HP 1250FT-LB                                                           | (\$ 4,780)          |
| 1012301                                          | Cummins X12 380 HP / 1450 LB-FT                                                      | \$ 2,539            |
| 1012011                                          | Cummins CNG Engine L9N 320 HP 1000ft/lb NEAR ZERO                                    | \$ 4,125            |
| 1012402                                          | Cummins CNG Engine ISX12N 350 HP 1350FT-LB                                           | \$ 18,004           |
| 1310001                                          | Jacobs Engine Brake - L9                                                             | \$ 2,248            |
| 1310002                                          | Jacobs Engine Brake - X12                                                            | \$ 2,444            |
| 2082004                                          | Variable Speed Engine Fan RCV250 for X12                                             | \$ 1,265            |
| 1222001                                          | Front Engine PTO Adapter                                                             | \$ 577              |
| 4682000                                          | Oil Pan Guard                                                                        | \$ 347              |
| 8020002                                          | Alternator: Leece Neville 200amp alternator                                          | \$ 353              |
| 8020006                                          | Alternator: Delco 28SI 200 amp Pad Mounted                                           | \$ 186              |
| 2310005                                          | Muffler Shield W/Exhaust Blanket (For CNG Engines)                                   | \$ 415              |
| 115A201                                          | Stainless Full Engine / Exhaust Aftertreatment Shielding                             | \$ 978              |
| 8140003                                          | Battery disconnect switches 2 w/ Lockout & Jumper Studs                              | \$ 215              |
| <b>TRANSMISSION OPTIONS</b>                      |                                                                                      |                     |
| 2700022                                          | Allison 3000RDS 6 spd With PTO Provision                                             | CREDIT- (\$ 8,525)  |
| 2700024                                          | Allison 3500RDS 6 spd With PTO Provision                                             | CREDIT-- (\$ 8,307) |
| 27A0001                                          | Allison Transmission Output Retarder                                                 | \$ 8,480            |
| Telma                                            | Telma Driveline Retarder                                                             | \$ 15,200           |
| <b>GVW &amp; MODEL UPGRADE PACKAGES</b>          |                                                                                      |                     |
| 5000002                                          | ACX- Cab with right hand steer                                                       | \$ 469              |
| 5000003                                          | ACX- Cab with Dual Steering                                                          | \$ 4,614            |
| 5000004                                          | ACX- Cabwith Dual Drive & Right Stand Up                                             | \$ 8,504            |
| 50K ACX42 PKG                                    | ACX42 S. Axle 50K GVW Inc: 20K FA, 30K RA, Susp, Double Frame, Front Tires, AccomPkg | \$ 2,849            |
| 66K GVW PKG                                      | Inc: 20K FA, 46K RA, Susp, DBL Frame, ONLY Steering Tires, Body Accom Pkg            | \$ 8,934            |
| <b>CNG PACKAGES &amp; TANK OPTIONS</b>           |                                                                                      |                     |
| CNGTNKS                                          | CNG Tanks 80 DGE Back Of Cab                                                         | \$ 39,119           |
| CNGTNKS                                          | CNG Tanks 90 DGE Dual 45 Rail Mounted                                                | \$ 40,566           |
| CNGTNKS                                          | CNG Tanks 106 DGE Back Of Cab                                                        | \$ 45,914           |
| CNGTNKS                                          | CNG Tanks 120 DGE Dual 60 Rail Mounted                                               | \$ 49,428           |
| CNGTNKS BM                                       | CNG Tanks Up to 106 DGE Refuse Body Mounted                                          | \$ 50,308           |
| 4200002                                          | Methane Detection System For Natural Gas                                             | \$ 3,602            |
| Page #1                                          |                                                                                      |                     |



**AUTOCAR ACX 60K GVW Truck**  
**FSA20-VEH18.0 OPTIONS**

| Pricing Discounts Range from 3% - 28% Below MSRP |                                                              |           |
|--------------------------------------------------|--------------------------------------------------------------|-----------|
| Code                                             | Option                                                       | FSA PRICE |
| <b>FRAME / CHASSIS / SUSPENSION OPTIONS</b>      |                                                              |           |
| 404002                                           | Double Frame: Full steel insert                              | \$ 1,667  |
| 7216090/722019                                   | Dual 90 gal alum fuel tanks w/20 gal DEF Tank                | \$ 1,930  |
| BAPKG                                            | Body Accomodation Package: Locate air/Fuel/DEF/ Batteries    | \$ 1,359  |
| 330507                                           | Rear Axle Meritor RT46-160EH                                 | \$ 3,558  |
| 3500004                                          | 46K Rear Suspension HMX-460 w/ shocks                        | \$ 1,872  |
| 3500014                                          | 46K Rear Suspension PAX 460 Air Ride                         | \$ 2,228  |
| 7510011/7610011                                  | Meritor EX - 225 Air Disc Brakes Front & Rear                | \$ 11,877 |
| 333014                                           | Driver Controlled Wheel Locks: (2) axles                     | \$ 1,815  |
| 3T12003                                          | Rigid Lift Axle: 13,500 lb (Req 66K GVW Pkg)                 | \$ 8,337  |
| 3T12002                                          | Steerable Lift Axle: 13,500 lb (Req 66K GVW Pkg)             | \$ 8,791  |
| 3T12004                                          | Steerable Lift Axle: 20,000 lb (Req 66K GVW Pkg)             | \$ 12,696 |
| <b>TIRE / WHEEL OPTIONS</b>                      |                                                              |           |
| 9140016/9342009                                  | Rear Tires: 315/80R22.5 Tires & 9.0" Steel Wheels            | \$ 2,848  |
| 9140016/933063                                   | Rear Tires: 12R-22.5 Tires & 9.0" Steel Wheels               | \$ 1,485  |
| 905549/9142001                                   | Front / Rear Aluminum Wheels (10)                            | \$ 3,531  |
| <b>CAB / SAFETY OPTIONS</b>                      |                                                              |           |
| 5140001                                          | Cab Guard                                                    | \$ 357    |
| 661002                                           | Cab Tilt / Air Assist                                        | \$ 337    |
| 0602002                                          | Dual Air Conditioning                                        | \$ 5,230  |
| 5210001                                          | Air Ride Passenger Seat                                      | \$ 415    |
| 6220018                                          | Dual Remote Power Mirrors Black, Heated, W / Marker Light    | \$ 606    |
| 5120001                                          | Dual Power Windows                                           | \$ 733    |
| 7660001                                          | Work Brake W/ Lever to Activate Service Brakes               | \$ 1061   |
| BUC                                              | Back up Camera - Ecco or Equal                               | \$ 1,977  |
| Brigade BUC                                      | Brigade Back Up Camera System                                | \$ 3,142  |
| Brigade 360                                      | Brigade Back Up Camera System with 360 System                | \$ 5,604  |
| Brigade BackSense                                | Back Up Camera System with BackSense Radar                   | \$ 4,591  |
| TPMS                                             | Dealer Installed TPMS System                                 | \$ 1,718  |
| AWLED                                            | (6) Amber LED Strobe Lights 4 Corner & 2 Side Mount (Whelen) | \$ 3,288  |
| LED2                                             | (2) Amber / Amber White Surface Mtd LED Strobes Per Pair     | \$ 568    |
| AutoLube                                         | Auto Lube For Refuse Bodies                                  | \$ 9,823  |
| DAFO                                             | Fire Suppression System                                      | \$ 8,146  |
| SAFETY                                           | Cab Fire Extinguisher & Safety Triangles                     | \$ 345    |

Page #2



**AUTOCAR ACX 60K GVW Truck**  
**FSA20-VEH18.0 OPTIONS**

| Pricing Discounts Range from 3% - 28% Below MSRP |        |           |
|--------------------------------------------------|--------|-----------|
| Code                                             | Option | FSA PRICE |

| OPTIONAL BODIES (Body quotes Valid for 90 days)           |                                                                    |            |
|-----------------------------------------------------------|--------------------------------------------------------------------|------------|
| Front Loaders (Body quotes Valid for 90 days)             |                                                                    |            |
| EZ FEL                                                    | E-Z Pack Hercules 40yd Front Loader                                | \$ 147,206 |
| EZ FEL CC                                                 | Add Curotto Controls                                               | \$ 18,617  |
| HEIL FEL                                                  | Heil Half Pack 40yd Front Loader                                   | \$ 136,881 |
| HEIL FEL LR                                               | Heil Low Rider Residential Front Loader                            | \$ 176,259 |
| ODYSSEY                                                   | Odyssey Pkg w/Curotto controls                                     | \$ 19,898  |
| CUR CAN                                                   | Curotto Can Assembly / Must add Odyssey Pkg w/ Curotto controls    | \$ 36,869  |
| MCN ATLANTIC FEL                                          | McNeilus Atlantic Series Heavy Duty 40 yard Front Loader           | \$ 151,469 |
| NEWAY FEL                                                 | Neway Mammoth 40yd Front Loader                                    | \$ 129,529 |
| AMREP HX450 FEL                                           | AMREP 40yd Elliptical Hardox Front Loader                          | \$ 153,226 |
| Automated Side Loaders (Body quotes Valid for 90 days)    |                                                                    |            |
| NEWAY ASL                                                 | NewWay Sidewinder 31yd Automated Side Loader                       | \$ 153,086 |
| HEIL DP ASL                                               | Heil DuraPack Python 28yd Automated Side Loader                    | \$ 151,300 |
| HEIL SST ASL                                              | Heil Command SST - 33 yd. Eject Automated Side Loader              | \$ 169,780 |
| MCN AR ASL                                                | McNeilus Autoreach Automated Side Loader 28 yard                   | \$ 146,749 |
| MCN ZR ASL                                                | McNeilus ZR Zero Radius Automated Side Loader 28 yard              | \$ 169,325 |
| AMREP HX450 ASL                                           | Amrep HX450 36 Yard Hardox Automated Side Loader Full Push Out     | \$ 153,767 |
| Rear Loaders (Body quotes Valid for 90 days)              |                                                                    |            |
| HEIL DP5000 REL                                           | Heil DP5000 25yd REL                                               | \$ 153,767 |
| HEIL Recycler REL                                         | Heil 60/40 Split Recycler Rear Loader 25yd                         | \$ 192,585 |
| Bayne CT                                                  | Bayne Cart Tipper each                                             | \$ 5,541   |
| EZ G400 REL                                               | E-Z Pack Goliath G400 25yd Rear Loader                             | \$ 100,897 |
| EZ G300 REL                                               | E-Z Pack Goliath G300 25yd Rear Loader                             | \$ 90,715  |
| MCN REL 25                                                | McNeilus Heavy Duty 25yd Rear Load With Options                    | \$ 109,322 |
| MCN REL 32                                                | McNeilus Heavy Duty 32yd Rear Load With Options                    | \$ 105,176 |
| NEWAY REL                                                 | Neway King Cobra 25yd REL                                          | \$ 100,006 |
| LOAD REL                                                  | Loadmaster Excel S 25yd REL                                        | \$ 72,919  |
| PacMac RLX25                                              | PacMac RLX25 25Yd REL                                              | \$ 95,359  |
| UNDERGROUND REFUSE SYSTEM (Body quotes Valid for 90 days) |                                                                    |            |
| UGR NORD                                                  | NORD Truck Mtd System, Inc: Crane Pkg, HookLift, 26.5 CY Compactor | \$ 388,895 |
| UGR NORD AC                                               | Additional Compactor for Above NORD System                         | \$ 75,789  |
| Page #3                                                   |                                                                    |            |



AUTOCAR ACX 60K GVW Truck  
FSA20-VEH18.0 OPTIONS

| Pricing Discounts Range from 3% - 28% Below MSRP |                                                  |           |
|--------------------------------------------------|--------------------------------------------------|-----------|
| Code                                             | Option                                           | FSA PRICE |
| Roll Off Hoist (Body quotes Valid for 90 days)   |                                                  |           |
| GALBREATH AFOR174                                | Roll Off: Galbreath AF-0R-174 60k w/Pioneer tarp | \$ 63,976 |

|                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |            |
|---------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| GALBREATH U5OR174                                                   | U5-OR-174 60k w/Pioneer Tarp                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | \$ 59,946  |
| Stellar 65-174                                                      | Stellar 65-174 Hook Lift Inc Tarp System                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | \$ 76,998  |
| <b>GRAPPLE LOADERS &amp; BODIES (Body quotes Valid for 90 days)</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |            |
| Atlas Grapple                                                       | Petersen AL-1 Atlas Grapple w/ 40yd dump (Base Unit Upgrade Options Avail)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | \$ 105,992 |
| Rotobec 910                                                         | ROTOBEC 910 Grapple w/ Beau-Roc 50 yard Dump Body                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$ 140,081 |
| Rotobec 915                                                         | ROTOBEC 915 Grapple w/ Beau-Roc 50 yard Dump Body                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$ 151,592 |
| Palfinger M13A Grapple                                              | Grapple Palfinger A Line M13A w/44yd body                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | \$ 154,624 |
| Palfinger Crane                                                     | S260L 130 Canal Maintenance Crane Package                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | \$ 241,030 |
| <b>TMA / SWEEPER / VAC (Body quotes Valid for 90 days)</b>          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |            |
| TMA Scorpion                                                        | TL-3 Scorpion II, TMA Truck Mounted Attenuator Crash Truck                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | \$ 62,667  |
| Complete TMA Flatbed Ballasted, Hyd Arrowboard,LED's Cameras DVR    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |            |
| Warrior                                                             | Curbtender Warrior Mechanical Sweeper                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | \$ 213,338 |
| Warrior DFB                                                         | Dual Front Broom option Warrior                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | \$ 28,789  |
| Vacpak                                                              | Curbtender Vacpak Unit                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | \$ 112,865 |
| <b>EXTENDED WARRANTY OPTIONS</b>                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |            |
| <b>CNG ENGINE EXTENDED WARRANTY</b>                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |            |
| 899B180                                                             | Cummins Engine Warranty: L9N PP1 5yr/150k                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | \$ 2,520   |
| 899B183                                                             | Cummins Engine Warranty: ISX12N 5yr/200k PP1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | \$ 2,317   |
| <b>DIESEL ENGINE EXTENDED WARRANTY</b>                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |            |
| 899B207/899K200                                                     | Cummins Engine Warranty: L9N PP1 5yr/100k With aftertreatment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | \$ 2,922   |
| 899B213 /899K207                                                    | Cummins Engine Warranty ISX-D HD11 5 Year/300,000 mi With aftertreatment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | \$ 2,342   |
| <b>ALLISON TRANSMISSION EXTENDED WARRANTY</b>                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |            |
| 899A203                                                             | Allison Warranty - 5yr/unlimited                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$ 1,339   |
| <b>Discount Options / Chassis Only</b>                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |            |
| Discount %                                                          | 10% Discount off current MSRP for non-specified Options including fees                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 0.00       |
| 05UNP                                                               | Unpublished Bodies / Non Factory Options = Cost + 5% including fees                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 0.00       |
| Chassis Only                                                        | Chassis Only Purchase / Non Dealer Provided Body Upfit - Chassis includes delivery to one destination within the Continental US, which is to be specified in writing on the Purchase Order by purchasing municipality. Municipality assumes ownership & responsibility for the Chassis upon that delivery. Chassis must be Paid for within 45 Days of delivery to the designated destination. Further Delivery / Freight and Upfit costs are responsibility of municipality. Dealer will make efforts to coordinate truck configuration with chosen upfitter however Kenworth of Central Florida assumes no responsibility for chassis and Upfit Compatibility. | 0.00       |
| <b>TAG - REGISTRATION</b>                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |            |
| TEMP TAG                                                            | Temorary Tag - FLORIDA ONLY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 0.00       |
| TRANSFER                                                            | Transfer tag - FLORIDA ONLY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 0.00       |
| NEWTAG                                                              | New tag: state / city / county - FLORIDA ONLY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 0.00       |

Page #4

Driven to Deliver

Great trucks. Great people. Great value.

January 03, 2022



# Florida Kenworth LLC.

City of Kissimmee  
 100 N. Alaska Ave  
 Kissimmee, FL 34741  
 407-518-2507  
 Prepared for: Wayne Hadley

**Florida Sheriffs Bid**  
**FSA18VEH-16.0 Extension**  
 Item # 106 - 60,000lb GVW Truck  
 (2) Autocar ACX

1800 N. Orange Blossom Trail  
 Orlando, FL 32804  
 407-669-8359  
 Jason Upperco

| Code                                                                                                                                                                                                                                                                                                                                                                                                                        | Bid Specification – Options                                          | Price                | Extension           |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|----------------------|---------------------|
| Base Specification                                                                                                                                                                                                                                                                                                                                                                                                          | 2022 Autocar ACX chassis # 106                                       | 187,578.00           | 375,156.00          |
| 5000003                                                                                                                                                                                                                                                                                                                                                                                                                     | ACX Cab With Dual Steering                                           | 4,614.00             | 9,228.00            |
| 05UNP                                                                                                                                                                                                                                                                                                                                                                                                                       | Cummins X12-350 HP / 1350 LB-FT                                      | 2,539.00             | 5,078.00            |
| 1222001                                                                                                                                                                                                                                                                                                                                                                                                                     | Front Engine PTO Adapter                                             | 577.00               | 1,154.00            |
| 4682000                                                                                                                                                                                                                                                                                                                                                                                                                     | Oil Pan Guard                                                        | 347.00               | 694.00              |
| 66k GVW PKG                                                                                                                                                                                                                                                                                                                                                                                                                 | Inc: 20k FA, 46K RA, Susp, DBL frame, Only Str. Tires, Body Acc. Pk. | 8,934.00             | 17,868.00           |
| 661002                                                                                                                                                                                                                                                                                                                                                                                                                      | Cab tilt / air assist                                                | 337.00               | 674.00              |
| 5210001                                                                                                                                                                                                                                                                                                                                                                                                                     | Air Ride Passenger Seat                                              | 415.00               | 830.00              |
| 333014                                                                                                                                                                                                                                                                                                                                                                                                                      | Driver Controlled Wheel Locks: (2) Axles                             | 1,815.00             | 3,630.00            |
| 9140016/9342009                                                                                                                                                                                                                                                                                                                                                                                                             | Rear Tires: 315/80R 22.5 Tires & 9.0" Wheels                         | 2,848.00             | 5,696.00            |
| HEIL DP ASL                                                                                                                                                                                                                                                                                                                                                                                                                 | Heil Dura Pack Python 28yd Automated Side Loader                     | 151,300.00           | 302,600.00          |
| 05UNP                                                                                                                                                                                                                                                                                                                                                                                                                       | City Of Kissimmee: Heil Body Options                                 | 16,252.00            | 32,504.00           |
| 05UNP                                                                                                                                                                                                                                                                                                                                                                                                                       | Cummins X12 PPI Engine & Aftertreatment 5yr 200k                     | 2,320.00             | 4,640.00            |
| 899A203                                                                                                                                                                                                                                                                                                                                                                                                                     | Allison Warranty- 5yr / unlimited                                    | 1,339.00             | 2,678.00            |
| 05UNP                                                                                                                                                                                                                                                                                                                                                                                                                       | Paint Chassis to City Of Kissimmee color code                        | 5,500.00             | 11,000.00           |
| <div style="display: flex; align-items: center; justify-content: center;">  <div style="margin-left: 20px;"> <p style="text-align: center;"><b>FSA AWARDED<br/>CONTRACT</b></p> <p><a href="http://flsheriffs.org">flsheriffs.org</a>   850-877-2165</p> <p><a href="mailto:cpp@flsheriffs.org">cpp@flsheriffs.org</a></p> </div> </div> |                                                                      |                      |                     |
| Reference                                                                                                                                                                                                                                                                                                                                                                                                                   | Autocar quote # Q0041210                                             |                      |                     |
| Reference                                                                                                                                                                                                                                                                                                                                                                                                                   | TCB Heil Quote BP10322                                               |                      |                     |
| <b>Note: All Options</b>                                                                                                                                                                                                                                                                                                                                                                                                    | <b>Include Florida Sheriffs Admin Fee</b>                            |                      |                     |
| Reference                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>Autocar Specifications – Item # 106</b>                           |                      |                     |
| <b>Total Price</b>                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                      | <b>\$ 386,715.00</b> | <b>\$773,430.00</b> |

Model : 2022 - ACX64 Class 8

## Chassis Specification

|                    |         |                                          | Description                                                      | Front Weight | Rear Weight |
|--------------------|---------|------------------------------------------|------------------------------------------------------------------|--------------|-------------|
| AUTOCAR TRUCKS     |         |                                          |                                                                  |              |             |
| O                  | ENG0001 | ENGINEERING GROUP IDENTIFIER             | AUTOCAR ENGINEERING                                              |              |             |
| S                  | 0040002 | MODELS                                   | ACX64                                                            |              |             |
| O                  | 5000003 | CAB SHELL                                | DUAL DRIVE LH AND RH SIT                                         |              |             |
| O                  | 100U003 | CUSTOMER TYPE                            | UNKNOWN (STOCK/DEMO)                                             |              |             |
| VEHICLE ADAPTATION |         |                                          |                                                                  |              |             |
| S                  | 114010  | COUNTRY OF USE                           | UNITED STATES STD<br>MARKET ADAPTATION                           |              |             |
| SOLUTION           |         |                                          |                                                                  |              |             |
| O                  | C04001  | BODY COMPANY                             | HEIL                                                             |              |             |
| O                  | C02004  | BODY TYPE                                | AUTOMATED SIDE LOADER                                            |              |             |
| S                  | C070001 | FUEL SYSTEM TYPE                         | DIESEL                                                           |              |             |
| O                  | C001057 | TRUCK TYPE (WRENCH CODE)                 | ASL, HEIL, WB 216, NO AUX<br>AXLE, DIESEL, WITH<br>SERVICE HOIST |              |             |
| O                  | C06107  | BODY STYLE                               | HEIL DURA PACK PYTHON                                            |              |             |
| O                  | C05033  | TOTAL BODY CAPACITY -<br>BODY/HOPPER     | 33 YARD                                                          |              |             |
| S                  | C090003 | AXLE QUANTITY                            | 3 AXLE                                                           |              |             |
| S                  | C080001 | REAR SUSPENSION TYPE                     | STD/BEAM TYPE REAR<br>SUSPENSION                                 |              |             |
| O                  | C01003  | APPLICATION                              | REFUSE - LANDFILL                                                |              |             |
| O                  | C11001  | BODY COMPANY SERVICE<br>OPTION           | SERVICE HOIST                                                    |              |             |
| O                  | C03003  | TERRITORY                                | CENTRAL                                                          |              |             |
| O                  | D010200 | FRONT GAWR                               | 20000 LBS                                                        |              |             |
| O                  | D020460 | REAR GAWR                                | 46000 LBS                                                        |              |             |
| O                  | D100660 | GVWR                                     | 66000 LBS                                                        |              |             |
| ENGINE             |         |                                          |                                                                  |              |             |
| S                  | 1580001 | ENGINE VOCATION                          | COMMERCIAL - DOMESTIC<br>(DOT)                                   |              |             |
| O                  | 1012022 | ENGINE ASSY                              | X12 '21 350HP / 2000 RPM /<br>1350 LB-FT, CUMMINS                |              |             |
| S                  | 4460001 | FUEL TYPE                                | ULTRA-LOW SULPHUR<br>DIESEL FUEL REQUIRED                        |              |             |
| S                  | 972A001 | SPECIAL EMISSION<br>CERTIFICATION LABELS | 50 STATE - CALIFORNIA<br>CLEAN IDLE CERTIFIED<br>(DIESEL)        |              |             |

## ENGINE EQUIP

|          |                |                                              |                                                                                          |
|----------|----------------|----------------------------------------------|------------------------------------------------------------------------------------------|
| <b>O</b> | <b>1222001</b> | <b>PTO-ENGINE FRONT</b>                      | <b>FEPTO ADAPTER (4.25" BCD<br/>with 2" FEM PILOTED FLANGE<br/>YOKE - 7/16-20 BOLTS)</b> |
| <b>S</b> | <b>128071</b>  | <b>ENGINE CONTROL<br/>SPECIFICATIONS</b>     | DEFAULT SPECS                                                                            |
| <b>S</b> | <b>1290004</b> | <b>ENGINE ELECTRONICS</b>                    | CUMMINS 500K<br>COMMUNICATION                                                            |
| <b>O</b> | <b>4382004</b> | <b>FILTER-FUEL, CHASSIS<br/>MOUNTED</b>      | DAVCO 386 FILTER W/O 12V<br>HEAT, WITH H2O PROBE                                         |
| <b>O</b> | <b>170025</b>  | <b>FILTER-FUEL, ENGINE<br/>MOUNTED</b>       | CUMMINS SPIN-ON FILTER                                                                   |
| <b>O</b> | <b>180021</b>  | <b>ENGINE BLOCK HEATER</b>                   | PHILLIPS 120V 1500W                                                                      |
| <b>O</b> | <b>1810004</b> | <b>HEATER RECEPTICAL<br/>LOCATION-ENGINE</b> | RECEPTACLE LOCATED AT<br>CAB STEPS, LH SIDE                                              |
| <b>S</b> | <b>2080001</b> | <b>FAN &amp; DRIVE-ENGINE</b>                | 2-SPEED FAN                                                                              |
| <b>S</b> | <b>2120003</b> | <b>RADIATOR SURGE TANK</b>                   | STANDARD SURGE TANK W/<br>SIGHT GLASS                                                    |
| <b>O</b> | <b>220052</b>  | <b>AIR CLEANER</b>                           | 16" TWO STAGE                                                                            |
| <b>S</b> | <b>226001</b>  | <b>AIR INTAKE RAIN CAP</b>                   | BLACK, HOOD TYPE                                                                         |
| <b>O</b> | <b>2302001</b> | <b>MUFFLER SYSTEM</b>                        | LH VERT HORIZ DPF/SCR                                                                    |
| <b>S</b> | <b>2310003</b> | <b>EXHAUST SHIELDS</b>                       | DPF & SCR SHIELDS                                                                        |
| <b>O</b> | <b>2320011</b> | <b>EXHAUST STACKS</b>                        | STAINLESS STEEL STACK<br>W/TURN OUT                                                      |
| <b>S</b> | <b>115A200</b> | <b>TURBO HEAT SHIELD</b>                     | TURBO HEAT SHIELD                                                                        |
| <b>S</b> | <b>2390002</b> | <b>UREA DELIVERY SYSTEM</b>                  | OVER-FENDER MTD., LH<br>SIDE, 10 GAL. CAPACITY                                           |
| <b>S</b> | <b>5300001</b> | <b>ENGINE/EXHAUST COVER</b>                  | ALUM TURBO/EXHAUST PIPE<br>DEBRIS SHIELD                                                 |
| <b>O</b> | <b>7002000</b> | <b>AIR COMPRESSOR</b>                        | CUMMINS WABCO 25.9 CFM<br>COMPRESSOR                                                     |
| <b>S</b> | <b>8200003</b> | <b>STARTING MOTOR</b>                        | DELCO REMY 12V 39 MT<br>W/OCP                                                            |
| <b>S</b> | <b>8020004</b> | <b>ALTERNATOR</b>                            | DELCO REMY 36SI 12V 160<br>AMP                                                           |
| <b>S</b> | <b>P020001</b> | <b>ENGINE IDLE SHUT DOWN</b>                 | ENGINE IDLE SHUT DOWN<br>ENABLED ( 5 MINUTES )                                           |
| <b>S</b> | <b>P030001</b> | <b>CRUISE CONTROL<br/>PARAMETER</b>          | CRUISE CONTROL ENABLED                                                                   |
| <b>S</b> | <b>P630006</b> | <b>MAX VEHICLE SPEED -<br/>PTO MODE</b>      | MAX VEHICLE SPEED IN PTO<br>MODE = 6 MPH                                                 |
| <b>S</b> | <b>P641200</b> | <b>RPM PTO MODE</b>                          | 1200 RPM MAX IN PTO                                                                      |
| <b>S</b> | <b>P701200</b> | <b>PTO SET SWITCH</b>                        | PTO SET SWITCH = 1200 RPM                                                                |
| <b>S</b> | <b>P711000</b> | <b>PTO RESUME SWITCH</b>                     | PTO RESUME SWITCH = 1000<br>RPM                                                          |
| <b>S</b> | <b>P010065</b> | <b>VEHICLE GOVERNED<br/>SPEED LIMIT</b>      | SPEED LIMIT 65MPH                                                                        |



## TRANSMISSION

|   |         |                                             |                                                  |
|---|---------|---------------------------------------------|--------------------------------------------------|
| S | 2580003 | VOCATION                                    | RDS REFUSE - VOC 400-XXX                         |
| O | 2690019 | CONTROL MODULE<br>(ELECT)                   | REFUSE W/ AUTO-NEUTRAL<br>& SERVICE BRAKE, VP170 |
| S | 26A0001 | TRANSMISSION SHIFT<br>SCHEDULE / FUEL SENSE | PRIMARY PERFORMANCE /<br>SECONDARY ECONOMY       |
| S | PT10001 | TRANS DIRECTION<br>CHANGE SHIFT INHIBIT     | SHIFT INHIBIT ENABLED                            |
| S | 27P0000 | TRANSMISSION<br>RETARDER AUDIBLE<br>ALARM   | NO TRANSMISSION<br>RETARDER AUDIBLE ALARM        |
| O | 2700028 | TRANSMISSION                                | ALLISON 4500 SERIES,6-<br>SPEED                  |
| S | 287A200 | TRANSMISSION<br>BREATHING                   | TRANSMISSION REMOTE<br>BREATHING                 |
| S | 284016  | TRANSMISSION<br>CONTROLS                    | ALLISON PUSHBUTTON<br>CONTROLS                   |
| S | 286005  | COOLER-TRANSMISSION<br>OIL                  | OIL TO WATER TYPE                                |
| S | 290003  | TRANSMISSION OIL<br>FILL/CHECK              | OIL FILL TUBE / DIPSTICK W/<br>LEVEL SENSOR      |
| O | 300013  | DRIVESHAFT-MAIN                             | SPICER 1810HD HALF ROUND                         |

## FRONT AXLE

|   |         |                                      |                                                                          |
|---|---------|--------------------------------------|--------------------------------------------------------------------------|
| O | 3702001 | FRONT AXLE                           | HENDRICKSON 20K AXLE<br>20,000 LB CAP (VALIDATION<br>TIMING)             |
| S | 3690005 | FRONT AXLE POSITION                  | 52.5 INCHES                                                              |
| O | 3712001 | FRONT SUSPENSION                     | HENDRICKSON 20,000 SPRING<br>CLAMP GROUP (REQUIRES<br>VALIDATION TIMING) |
| O | 371T01  | SUSPENSION, FRONT AUX                | AUX LOAD CUSHION                                                         |
| S | 373002  | SHOCK ABSORBERS-<br>FRONT            | DOUBLE ACTING SINGLE -<br>HEAVY DUTY                                     |
| S | 904011  | HUBS-FRONT                           | STEEL HUB PILOTED,285MM<br>BOLT CIRCLE                                   |
| S | 9400001 | WHEEL OIL SEALS-FRONT                | SCOTSEAL PLUS XL                                                         |
| S | 9210001 | HUB CAPS - FRONT AXLE                | CR ZYTEL HUBCAP                                                          |
| S | 374002  | FRONT AXLE LUBRICANT                 | SYNTHETIC,DANA SPICER<br>EP75W90,OR EQUIV                                |
| O | 7510001 | BRAKES-FOUNDATION,<br>FRONT AXLE     | MERITOR 16.5X7" QP REFUSE<br>BRAKE                                       |
| S | 754009  | BRAKE SLACK ADJUSTERS<br>-FRONT AXLE | MERITOR AUTOMATIC                                                        |
| S | 755001  | DUST SHIELDS - FRT<br>BRAKES         | DUST SHIELDS - FRONT<br>BRAKES                                           |
| S | 901001  | BRAKE DRUM-FRONT                     | CAST IRON                                                                |

|   |        |                             |                                            |
|---|--------|-----------------------------|--------------------------------------------|
| O | 383107 | STEERING GEAR               | INTEGRAL POWER STEERING<br>W/LEFT HAND RAM |
| S | 387003 | POWER STEERING<br>RESERVOIR | FOUR QUART REMOTE<br>MOUNTED               |

## REAR AXLE

|   |         |                                         |                                                 |
|---|---------|-----------------------------------------|-------------------------------------------------|
| O | 330444  | REAR DRIVE AXLE-SINGLE<br>& TANDEM      | MERITOR RT46-160 46,000 LB                      |
| S | 330U98  | REAR AXLE LUBE PUMP                     | NO LUBRICATION PUMP                             |
| O | 331538  | REAR DRIVE AXLE RATIO                   | 5.38                                            |
| O | 333014  | REAR DRIVE AXLE ANTI-<br>SPIN DEVICES   | FOUR WHEEL LOCK                                 |
| O | 3500004 | REAR SUSPENSION                         | HENDRICKSON HMX-460<br>SUSP @ 54" AS            |
| S | 351013  | REAR SUSPENSION BEAMS                   | 54 INCH STEEL RUBBER<br>BUSHED                  |
| S | 358005  | TORQUE RODS                             | LONGITUDINAL &<br>TRANSVERSE - RUBBER<br>BUSHED |
| S | 9130001 | HUBS-REAR                               | IRON HUB, HP 10 STUD                            |
| S | 3400001 | REAR AXLE BREATHER                      | STANDARD AXLE BREATHER                          |
| S | 9410001 | WHEEL OIL SEALS-REAR                    | SCOTSEAL PLUS XL                                |
| O | 7610001 | BRAKES-FOUNDATION,<br>REAR AXLE         | MERITOR 16.5X8.62" QP<br>REFUSE BRAKE           |
| S | 764013  | BRAKE SLACK ADJUSTERS<br>-REAR AXLE     | MERITOR<br>AUTOMATIC,TANDEM AXLE                |
| S | 765001  | DUST SHIELDS - REAR<br>BRAKES           | DUST SHIELDS - REAR<br>BRAKES                   |
| S | 781012  | BRAKE CHAMBERS-<br>PARKING, TYPE/VENDOR | CAM TYPE MGM STOPGARD<br>(4)                    |
| S | 910001  | BRAKE DRUM-REAR                         | CAST IRON                                       |

## BRAKES

|   |         |                                     |                                  |
|---|---------|-------------------------------------|----------------------------------|
| S | 729002  | AIR LINES-PARKING<br>BRAKE, CHASSIS | AIR LINES CHASSIS PARK<br>BRAKE  |
| S | 7410004 | BRAKE CONTROL SYSTEM                | MERITOR WABCO ABS 4S/4M<br>W/PLC |

## CHASSIS

|   |         |                                   |                                    |
|---|---------|-----------------------------------|------------------------------------|
| O | 400216  | WHEELBASE                         | 216 INCHES                         |
| O | 402068  | FRAME-REAR OVERHANG               | 68"                                |
| S | 403012  | FRAME RAILS                       | 3/8" VARIABLE DROP STEEL,<br>EXT B |
| S | 409002  | FRAME CROSSMEMBER-<br>CENTER      | ALUMINUM ORIENTATION B             |
| S | 4110002 | FRAME CROSSMEMBER-<br>END CLOSING | ALUMINUM MEMBER-IF<br>REQUIRED     |
| S | 460001  | BUMPER-FRONT                      | STEEL PAINTED                      |

|          |                |                                      |                                                                                        |
|----------|----------------|--------------------------------------|----------------------------------------------------------------------------------------|
| <b>O</b> | <b>4682000</b> | <b>GUARD-OIL PAN</b>                 | <b>ENGINE OIL PAN GUARD - STEEL</b>                                                    |
| <b>S</b> | <b>480002</b>  | <b>TOWING DEVICE-FRONT</b>           | <b>TWO REMOVABLE TOW PINS</b>                                                          |
| <b>S</b> | <b>8742000</b> | <b>WIRING, BODY INTERFACE</b>        | <b>RP 170 COMPLIANT</b>                                                                |
| <b>S</b> | <b>430020</b>  | <b>FUEL TANK-LEFT</b>                | <b>75 GAL 26" DIA UNPAINTED ALUMINUM</b>                                               |
| <b>O</b> | <b>430R001</b> | <b>FUEL TANK FILL LHS</b>            | <b>REAR FILL FUEL TANK, LHS</b>                                                        |
| <b>O</b> | <b>4470003</b> | <b>LH FUEL TANK SPACERS</b>          | <b>LH FUEL TANK SPACED 2", DROPPED 2"</b>                                              |
| <b>S</b> | <b>432002</b>  | <b>FUEL TANK STRAP/ SUPPORT LEFT</b> | <b>PAINTED STEEL, LH</b>                                                               |
| <b>O</b> | <b>4280003</b> | <b>DRILLING FUEL TK SUPT- LEFT</b>   | <b>FUEL TANK LHS LOCATION - SPEC DRIVEN</b>                                            |
| <b>S</b> | <b>436015</b>  | <b>FUEL LINES</b>                    | <b>SAE J1402A1 WIRE BRAIDED</b>                                                        |
| <b>S</b> | <b>8120005</b> | <b>BATTERY BOX</b>                   | <b>STEEL BOX, 3 BATTERY, LHS</b>                                                       |
| <b>O</b> | <b>8160011</b> | <b>BATTERY BOX SPACERS</b>           | <b>BATTERY BOX SPACED 2", DROPPED 2" ON SPACERS WITH SPACERS DROPPED ADDITIONAL 2"</b> |
| <b>O</b> | <b>8090003</b> | <b>BATTERY BOX DRILLING</b>          | <b>BATTERY BOX LOCATION - SPEC DRIVEN</b>                                              |
| <b>S</b> | <b>810089</b>  | <b>BATTERY</b>                       | <b>3 JOHNSON CONTROL 31ECL 12V 2250CCA</b>                                             |
| <b>S</b> | <b>8140002</b> | <b>BATTERY SHUT-OFF SWITCH</b>       | <b>SHUTOFF W/ LOCKOUT, NO EMERGENCY JUMPER STUDS</b>                                   |
| <b>S</b> | <b>7110001</b> | <b>AIR TANK-BRAKE</b>                | <b>STEEL AIR TANKS</b>                                                                 |
| <b>O</b> | <b>7090003</b> | <b>AIR TANK DRILLING</b>             | <b>AIR TANKS LOCATION SPEC DRIVEN</b>                                                  |
| <b>O</b> | <b>7380001</b> | <b>EMERGENCY AIR SYSTEM CHARGING</b> | <b>SCHRADER VALVE, WET TANK MTD</b>                                                    |
| <b>S</b> | <b>715001</b>  | <b>WET TANK DRAIN</b>                | <b>MANUAL TYPE PETCOCK</b>                                                             |
| <b>O</b> | <b>715T003</b> | <b>AIR RESERVOIR DRAIN SYSTEM</b>    | <b>CENTRAL MANIFOLD W/ PETCOCKS</b>                                                    |
| <b>O</b> | <b>713023</b>  | <b>AIR DRYER</b>                     | <b>BENDIX ADIP W/HEAT</b>                                                              |
| <b>O</b> | <b>7100006</b> | <b>AIR DRYER DRILLING</b>            | <b>MOUNT AIR DRYER INSIDE RAIL, RHS, SPEC DRIVEN</b>                                   |
| <b>S</b> | <b>724001</b>  | <b>AIR LINES-CAB</b>                 | <b>SAE J844 NYLON TUBING</b>                                                           |

## CAB EXTERIOR

|          |                |                                     |                                                      |
|----------|----------------|-------------------------------------|------------------------------------------------------|
| <b>S</b> | <b>4510001</b> | <b>STEP-CAB ACCESS, CAB MOUNTED</b> | <b>DUAL SELF CLEANING CAB ENTRANCE STEPS</b>         |
| <b>S</b> | <b>502001</b>  | <b>CAB DOORS</b>                    | <b>STEEL</b>                                         |
| <b>O</b> | <b>6220017</b> | <b>MIRRORS-DUAL WEST COAST</b>      | <b>MIRROR, BLACK, HTD, REMOTE W / LWR HTD CONVEX</b> |
| <b>O</b> | <b>6230006</b> | <b>MIRRORS-AUXILIARY HIGH MOUNT</b> | <b>HIGH MOUNT 8" CONVEX, BLACK</b>                   |

|   |         |                                  |                                       |
|---|---------|----------------------------------|---------------------------------------|
| S | 630026  | <b>HORN-AIR</b>                  | TWIN MOUNTED UNDER CAB                |
| S | 631001  | <b>HORN-ELECTRIC</b>             | SINGLE                                |
| O | 661002  | <b>CAB TILT MECHANISM-C.O.E.</b> | <b>HYDRAULIC TILT WITH AIR ASSIST</b> |
| S | 6720001 | <b>GRILLE</b>                    | AUTOCAR GRILLE                        |
| S | 675001  | <b>BUG SCREENS</b>               | BUG SCREEN MOUNTED BEHIND GRILLE      |

## CAB INTERIOR

|   |         |                             |                                                                 |
|---|---------|-----------------------------|-----------------------------------------------------------------|
| O | 380003  | <b>STEERING WHEEL</b>       | 18 INCH DIAMETER (DUAL DRIVE CONFIGURATIONS: 18" LH, 16" RH)    |
| O | 381001  | <b>STEERING COLUMN</b>      | FIXED POSITION                                                  |
| O | 5202002 | <b>SEAT-DRIVER</b>          | SEARS C2+ SEAT, AIR RIDE, AIR LUMBAR                            |
| O | 5212002 | <b>SEAT-PASSENGER</b>       | <b>SEARS C2+ SEAT, AIR RIDE, AIR LUMBAR</b>                     |
| O | 5222001 | <b>SEAT BELTS-DRIVER</b>    | THREE POINT RETRACTABLE, BRIGHT ORANGE COLOR, W/O COMFORT LATCH |
| O | 5232001 | <b>SEAT BELTS-PASSENGER</b> | THREE POINT RETRACTABLE, BRIGHT ORANGE COLOR, W/O COMFORT LATCH |
| O | 5260002 | <b>SEAT INSERT</b>          | MODURA, ASPHALT COLOR                                           |
| S | 538001  | <b>CARPET &amp; MAT</b>     | MAT WITH FOAM BACK                                              |
| S | 5500001 | <b>CENTER CONSOLE</b>       | CENTER CONSOLE                                                  |
| O | 5510002 | <b>REAR CONSOLE</b>         | REAR CONSOLE W/ WIRE FRAME STORAGE CONTAINER                    |
| S | 5930001 | <b>ASH TRAY</b>             | ASHTRAY MTD IN CONSOLE                                          |

## CAB CLIMATE CONTROL

|   |         |                                  |                                               |
|---|---------|----------------------------------|-----------------------------------------------|
| S | 0602001 | <b>CAB TEMPERATURE SYSTEM</b>    | AIR COND INTEGRAL WITH HEATER/DEFROSTER (GHG) |
| S | 612001  | <b>AIR CONDITIONER CONDENSER</b> | STANDARD (RADIATOR MOUNTED)                   |

## GAUGES & INSTRUMENTATION

|   |         |                                        |                                         |
|---|---------|----------------------------------------|-----------------------------------------|
| S | 0572001 | <b>INSTRUMENTS SALES PKG</b>           | ADVANCED DIAGNOSTIC DISPLAY - V1        |
| S | 1430001 | <b>TRUCK ELECTRICAL CONTROL MODULE</b> | VEHICLE CONTROL UNIT                    |
| S | 1362000 | <b>TACHOMETER/RPM TACHOGRAPH</b>       | ELECTRONIC TACHOMETER                   |
| S | 1372000 | <b>GAUGE-HOURMETER</b>                 | HOURLMETER INCLUDED IN ON BOARD DISPLAY |

|   |         |                                         |                                                 |
|---|---------|-----------------------------------------|-------------------------------------------------|
| S | 225009  | <b>AIR INTAKE RESTRICTION INDICATOR</b> | GRADUATED, AIR CLEANER MOUNTED                  |
| S | 4390001 | <b>GAUGE-FUEL LEVEL</b>                 | ELECTRONIC FUEL LEVEL                           |
| S | 5712003 | <b>GAUGE PANELS</b>                     | ALL GAUGES IMPERIAL                             |
| S | 1472001 | <b>VEHICLE MONITORING SYSTEM</b>        | AUTOCAR ADVANCED TELEMATICS - FULL INSTALLATION |

## LIGHTING

|   |         |                                  |                        |
|---|---------|----------------------------------|------------------------|
| S | 8360003 | <b>LAMPS-HEAD</b>                | LED HEADLAMPS          |
| S | 8410002 | <b>LAMPS-TURN SIGNAL - FRONT</b> | LED FRONT TURN SIGNALS |
| S | 8510002 | <b>LAMPS-MARKER</b>              | AMBER LED ROOF MARKERS |
| S | 859001  | <b>LAMPS-RUNNING</b>             | DAYTIME                |
| S | 8700001 | <b>CIRCUIT PROTECTION DEVICE</b> | AUTO CIRCUIT BREAKERS  |

## RADIO/MISC

|   |         |                                      |                                                                                    |
|---|---------|--------------------------------------|------------------------------------------------------------------------------------|
| O | 5090001 | <b>KEY &amp; LOCK SETS-IGN/DOORS</b> | DOOR & IGNITION SAME - UNIQUE PER TRUCK WITH 2 ADDITIONAL KEYS PER TRUCK (4 TOTAL) |
| O | 5900002 | <b>RADIO</b>                         | AM/FM / CD STEREO, ROOF MTD                                                        |
| O | 59A0002 | <b>RADIO MOUNTING LOCATION</b>       | RADIO MOUNTED IN RHS HEADLINER                                                     |
| O | 5910002 | <b>ANTENNA/POWER SUPPLY</b>          | ANTENNA - ROOF MOUNTED                                                             |
| O | 596005  | <b>RADIO SPEAKERS</b>                | 2 DUAL CONE SPEAKERS                                                               |
| O | 9620001 | <b>FIRE EXTINGUISHER</b>             | DUAL 5LB ABC EXTINGUISHERS, ONE UNDER EACH SEAT                                    |

## FRONT TIRES / WHEELS

|   |         |                                              |                                     |
|---|---------|----------------------------------------------|-------------------------------------|
| S | 9312009 | <b>TIRE MANUFACTURER &amp; TREAD - FRONT</b> | BRIDGESTONE M870                    |
| S | 930469  | <b>TIRE SIZE &amp; LOAD RANGE - FRONT</b>    | 315/80R22.5L                        |
| S | 9050015 | <b>WHEELS-DISC FRONT</b>                     | 22.5X9.0" STEEL, 5.25" INSET, HAYES |

## REAR TIRES / WHEELS

|   |         |                                             |                                     |
|---|---------|---------------------------------------------|-------------------------------------|
| O | 9342009 | <b>TIRE MANUFACTURER &amp; TREAD - REAR</b> | BRIDGESTONE M870                    |
| O | 933469  | <b>TIRE SIZE &amp; LOAD RANGE - REAR</b>    | 315/80R22.5L                        |
| O | 9140016 | <b>WHEELS-DISC REAR</b>                     | 22.5X9.0" STEEL, 6.42" INSET, HAYES |

## PAINT

|   |        |                         |                    |
|---|--------|-------------------------|--------------------|
| S | 950001 | <b>CAB PAINT SCHEME</b> | SINGLE COLOR PAINT |
|---|--------|-------------------------|--------------------|

|          |                |                                    |                                                       |
|----------|----------------|------------------------------------|-------------------------------------------------------|
| <b>S</b> | <b>9550001</b> | <b>CAB PAINT TYPE</b>              | <b>STANDARD WHITE</b>                                 |
| <b>S</b> | <b>9801002</b> | <b>CAB COLOR-FIRST</b>             | APPROVED ==- DPSS-N0007EX<br>==- STANDARD WHITE N0007 |
| <b>S</b> | <b>9861U1</b>  | <b>CHASSIS COLOR</b>               | BLACK P3036                                           |
| <b>S</b> | <b>987949</b>  | <b>BUMPER COLOR</b>                | SAME AS<br>CHASSIS,UNPAINTED ALUM<br>OR CHROME        |
| <b>S</b> | <b>988401</b>  | <b>DISC WHEEL OR RIM<br/>COLOR</b> | STEEL, E-COAT WHITE /<br>ALUM-UNPAINTED               |

#### **ADDITIONAL OPTIONS**

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|          |                |                                  |                              |
|----------|----------------|----------------------------------|------------------------------|
| <b>S</b> | <b>899002</b>  | <b>CHASSIS WARRANTY</b>          | STANDARD WARRANTY            |
| <b>S</b> | <b>899A200</b> | <b>TRANSMISSION<br/>WARRANTY</b> | ALLISON 3YR. WARRANTY        |
| <b>S</b> | <b>899B001</b> | <b>ENGINE WARRANTY</b>           | CUMMINS STANDARD<br>WARRANTY |
| <b>S</b> | <b>978015</b>  | <b>FLOOR PLAN</b>                | 15 DAYS FLOORING             |

#### **OTHERS**

---

|          |                |                                     |                                      |
|----------|----------------|-------------------------------------|--------------------------------------|
| <b>O</b> | <b>9722021</b> | <b>CERTIFICATION-<br/>EMISSIONS</b> | COMPLIES WITH 2021 U.S.<br>EMISSIONS |
|----------|----------------|-------------------------------------|--------------------------------------|

06/14/2021

## ***GAWR, GVWR & Tire Pressure***

| <b>GVW Rating – 66,000#</b> |                |                          |                |
|-----------------------------|----------------|--------------------------|----------------|
| <b>Front GAWR</b>           | <b>20,000#</b> | <b>Rear GAWR</b>         | <b>46,000#</b> |
| Front Suspension            | 20,800#        | Rear Suspension          | 46,000#        |
| Front Wheels                | 20,000#        | Rear Wheels              | 72,000#        |
| Front Tire Size And Tread   | 20,000#        | Rear Tire Size And Tread | 60,800#        |
| Front Brakes                | 20,000#        | Rear Brakes              | 48,000#        |
| Front Axle                  | 20,000#        | Rear Axle                | 46,000#        |
| <b>PSI</b>                  |                |                          |                |
| Front PSI                   | 130.0          | Rear PSI                 | 85.0           |



**Tampa Crane & Body****PURCHASE AGREEMENT**

| QUOTE NUMBER | QUOTE DATE | VALID FOR       | EST. DELIVERY UPON ORDER RECEIPT | SALESPERSON       | SHIPPED VIA | FOB POINT   | TERMS        |
|--------------|------------|-----------------|----------------------------------|-------------------|-------------|-------------|--------------|
| BP10322      | 1-3-22     | Through 9-30-22 | August                           | Brandon Pritchett | Driveaway   | Orlando, FL | Upon Receipt |

**CUSTOMER INFORMATION:**

Customer: Florida Kenworth – City of Orlando Contact: Jason Upperco  
 Address: 1800 N. Orange Blossom Tr. City, State & Zip: Orlando, FL 32804  
 Phone: \_\_\_\_\_ Cell Phone: 407-669-8359 Email address: Jason.upperco@csmttruck.com

**VEHICLE AND EQUIPMENT:**

| Body: Heil DP Python – 28 yd ASL                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Chassis: | Additional Equipment: |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------------------|
| Front mount tandem vane pump<br>Hopper Work Light Kit<br>Multi-Function Lights<br>Body Side Backing Assist Lights<br>TG Mounted Strobe Light<br>Hopper Hood<br>Fire Extinguisher<br>Bumper Mounted Toolbox<br>Sump Chutes<br>Third Eye Camera System with Backup, Grabber & Hopper camera<br>Custom Paint Color<br>Clear coat finish<br>Aluminum toolbox<br>Broom and shovel kit<br>Remote lift controls mounted under seat<br>Sump chutes<br>Hopper and body floor liner – 3/16" |          |                       |

**TERMS OF SALE:**

|                                                 |           |            |
|-------------------------------------------------|-----------|------------|
| 1. Body Purchase Price (each):                  | \$        | 167,552.00 |
| 2. Chassis Purchase Price (each):               | \$        |            |
| 3. Additional Equipment Purchase Price (each):  | \$        |            |
| 4. Total Price (each): (Line 1 plus Line 3)     | \$        |            |
| 5. Grand Total: (Quantity of 2 )                | \$        | 335,104.00 |
| 6. Sales Tax:                                   | \$        |            |
| 7. Federal Excise Tax: (Taxable amount: Line 4) | x 12%= \$ |            |
| 8. Title & Registration Fee:                    | \$        |            |
| 9. Delivery Charge:                             | \$        | Included   |
| Delivery Notes:                                 |           |            |
| 10. Extras: (warranty, etc.)                    | \$        |            |
| Extras Description:                             |           |            |
| 11. Total Amount Due from customer:             | \$        | 335,104.00 |

**TERMS AND CONDITIONS:**

**1. Customer's responsibilities.** Customer agrees to pay Tampa Crane & Body (TC&B) all charges required by law to be collected, including without limitation all tag, title, license, and all federal, state, and local taxes. Although TC&B has used its best efforts to accurately state the amounts due under this Agreement, Customer remains liable for any additional amounts which may be assessed by law against TC&B. Unpaid or past due balances will be assessed a 1.5% per month interest charge, (18% per annum).

**2. Deposit.** Should TC&B fail to accept this offer or be unable to deliver the vehicle as promised, Customer's sole remedy against TC&B shall be a return of the deposit as liquidated damages. Should Customer fail to take delivery of the vehicle for any reason or otherwise breach this agreement, TC&B may elect to retain the deposit, and sue for any actual damages incurred by TC&B for work done, costs incurred, and for any incidental or consequential damages caused by Customer's breach.

**3. Warranties.** All used vehicles are sold **"AS IS, WITHOUT WARRANTY"**, either express or implied. **TC&B SPECIFICALLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER REPRESENTATIONS TO THE CUSTOMER NOT EXPRESSLY SET FORTH IN THIS AGREEMENT.** No other person is authorized to make any representations or warranties on behalf of TC&B, unless made or assumed in writing by TC&B.

**4. Limitation of Liability.** Customer shall have the right to fully inspect the vehicle at the time of delivery. Acceptance of the vehicle constitutes Customer's waiver of all claims against TC&B for all actual, incidental or consequential damages, including without limitation: a) loss, damage or delays for any reason; b) failure to supply any property ordered hereunder unless TC&B receives notification of such failure within one week of delivery; c) loss of use, loss of time, lost profits or income; d) changes in design, materials or specifications explicitly specified by the Customer; e) modifications to the vehicle that the Customer specifies to be performed by others; and f) defects in design, materials or workmanship unless TC&B receives notification of such defects within one week of delivery.

Customer shall defend, indemnify and hold harmless TC&B and its subsidiaries and affiliated companies, their officers, agents and employees against all loss, liability and expense, including reasonable attorney's fees, by reason of bodily injury including death, and property damage, sustained by any person or persons including but not limited to the officers, agents and employees of Customer, as a result of the Customer's maintenance, use, operation, servicing, transportation, defect in or failure of the vehicle, whether such bodily injury, death or property damage is due or claimed to be due in whole or in part, to any neglect, default, defect, fault, failure, act or omission, by or on behalf of TC&B, its officers, agents and employees or any other person, including but not limited to any claims of strict liability in tort, breach of warranty, and/or negligence.

**5. Modifications by Others.** Customer acknowledges that any requested modifications to the vehicle that the Customer specifies to be performed by others are Customer's sole responsibility, and Customer shall reimburse TC&B for the cost of such modifications, regardless of whether Customer takes delivery of the vehicle. TC&B is not liable for any defects in design, materials or workmanship, or any errors or omissions by such third parties.

**6. Miscellaneous.** Risk of loss shall pass to the Customer upon acceptance of delivery of the vehicle. A facsimile of this agreement shall have the same legal effect as an original hereof. Venue for any actions involving this agreement, including counterclaims, crossclaims or third-party claims shall be exclusively in Hillsborough County, Florida, and this agreement shall be construed under the laws of the State of Florida. This agreement may not be assigned by Customer. This agreement expresses the entire agreement of the parties. If any part hereof is contrary to, prohibited by or deemed invalid under applicable laws or regulations of any jurisdiction, such provision shall be inapplicable and deemed omitted but shall not invalidate the remaining provisions hereof. In the event that TC&B is required to employ an attorney to enforce any of the terms of this agreement, Customer shall be liable for all reasonable attorney's fees and costs, regardless of whether suit is instituted, through and including all trials, appeals and bankruptcy proceedings.

**I HAVE READ AND UNDERSTAND THE ABOVE TERMS AND CONDITIONS.**

**CUSTOMER:**

**TAMPA CRANE REPRESENTATIVE:**

|       |                    |       |               |
|-------|--------------------|-------|---------------|
| _____ | Signature          | _____ | Signature     |
| _____ | Print Name         | _____ | Print Name    |
| _____ | Title              | _____ | Title         |
| _____ | Customer PO Number | _____ | Date          |
| _____ | Date               | _____ | Contact Email |
|       |                    | _____ | Contact Cell  |

**APPROVED:**

**TAMPA CRANE AND BODY**  
 5701 N 50<sup>th</sup> Street, Tampa, FL 33687  
 (813) 246-5510 (Office)  
 (813) 246-5322 (Fax)

## ITEM 7.I

### RECLASSIFICATION OF POSITION TO DEPUTY CITY CLERK

#### Request

Request Commission approval to reclassify a Records Specialist to Deputy City Clerk

#### Explanation

The City Clerk's Office is currently comprised of a City Clerk and two (2) Records Specialist. As part of an effort to address succession planning within this division, it is being proposed to reclassify one Records Specialist to a Deputy City Clerk. The one Records Specialist position that would be reclassified is currently vacant.

The reclassification would allow a Deputy City Clerk to provide operational support to the City Clerk and the City's departments, but would also allow the individual to gain the necessary knowledge, skills, and abilities to become a viable candidate for the City Clerk position in the event of a vacancy. This position as proposed would hold the authority to serve as the City Clerk in his/her absence.

The proposed pay grade of the Deputy City Clerk is Grade 19 and the current pay grade of a Records Specialist is Grade 11, resulting in a budget deficit depending on the final pay of the newly hired Deputy City Clerk within the pay range. To remain competitive and allow for the recruitment of a highly qualified individual, staff is requesting the approval of the reclassification, the use of up to \$11,812 from reserves and the transfer of \$10,000 from a City Manager's Department operating account. This additional funding would cover the salary and benefits of an individual brought in at no more than the midpoint of Grade 19.

#### Financial Information

| Account #       | Project # | Increase / Decrease | Budget   | Actual |
|-----------------|-----------|---------------------|----------|--------|
| 00190700-509276 |           | Decrease            | \$11,812 |        |
| 00110403-504901 |           | Decrease            | \$10,000 |        |
| 00110201-501212 |           | Increase            | \$10,262 |        |
| 00110201-501212 |           | Increase            | \$10,000 |        |
| 00110201-502121 |           | Increase            | \$1,550  |        |

#### Financial Summary:

The reclassification of the Records Specialist position from Grade 11 to a Deputy City Clerk Grade 19 will result in the need to amend the current budget for FY 2021-22 by \$11,812 using General Fund reserves and transferring \$10,000 from a City Manager Department operating account (Salary \$20,262 and Taxes \$1,550).

#### Recommendation

City of Kissimmee

Approval of the reclassification of a Records Specialist position to Deputy City Clerk and the use of up to \$11,812 from reserves for the reclassification and to amend the budget accordingly.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Manager

Presenter:

**Attachment(s):**

1. Deputy City Clerk Job Description

**City of Kissimmee, Florida**  
**Classification Description**

**Classification Title: Deputy City Clerk**

**Department: City Manager**

**Pay Grade: 19**

**FLSA Status: Non-Exempt**

**General Statement of Job**

Under limited supervision, serves as the assistant division manager for the City Clerk's Division and provides administrative support to the City Clerk. Performs specialized clerical work, assists in the proceedings of official boards and bodies, safekeeping of all official records, and reporting to the State of Florida on compliance of the City. This position must exercise a high degree of professionalism with the ability to work efficiently and effectively with the public, staff, and elected officials.

**Essential Functions:**

Serves as the City Clerk in his or her absence and serves as an assistant to the City Clerk during normal day-to-day operations.

Responsible for overseeing and coordinating the annual records disposition process, approving associated forms, and authorizing the destruction of records. Assists with identifying and tracking the City-wide inventory of all records to ensure the minimum retention requirements have been met.

Establishes training programs as well as providing established on-going training to city staff such as records management software and programs, policies and procedures, and statutory retention guidelines.

Serves as the City Clerk's Division point of contact for the Records Committee and assists the City Clerk with coordinating quarterly meetings with departments.

Attends meetings and acts as the recording secretary to prepare, transcribe, and edit minutes for submission and approval for meetings, workshops, public hearings, etc. in the absence of the City Clerk. Meeting times and locations may vary, and some meetings will take place after business hours.

Assists the City Clerk with public notices for all meetings subject to Sunshine Law and preparation of legal advertisements/notices as necessary.

Administers the compilation of all meeting agendas, materials, and minutes for regular or special sessions of the City Commission and other board and committee meetings on behalf of the City Clerk. Assists in the creation, preparation, and distribution of meeting agendas, materials, and minutes for all regular or special sessions of the City Commission and other board and committee meetings as deemed appropriate.

Drafts instructions and procedures for using new/updated agenda and records management software and other software used in the functions of the Division.

Organizes and administers records conversions to electronic format and/or records management software for the City Clerk's Division and other departments.

Performs audits of official records of the City across all departments to ensure compliance with established policies and procedures.

Interprets and ensures compliance of records according to retention schedules.

Conducts research as needed for the public or other departments on official and historical documents of the City.

Reviews public records requests for exemptions and redacts exempt information from records prior to release.

Assists with preparation and review of ordinances and resolutions, as needed.

Files, scans, and accurately retains official documents in the City's record management system.

Addresses inquiries from the public by letter, telephone, email, or in-person and furnishes information, municipal laws, and official records as required under the supervision of the City Clerk.

Assists the City Clerk in the preparation of election qualifying packets, verification of candidates, and resolutions and/or ordinances used during election cycles.

Participates in the creation of the annual department budget, including gathering information for capital and operating expenses to meet the division's goals and objectives. Makes recommendations for budget allocations within City Clerk's Division. Enters budgetary information into the City's financial system.

May supervise administrative level employees within the City Manager's Department.

Prepares documents to be recorded in the official records of the County Clerk of the Courts.

### **Minimum Education and Training**

Associate's degree in business administration, public administration or related field --- Bachelor's degree preferred supplemented by (5) years progressively responsible experience in records management or maintaining official records and two (2) years of supervisory experience, or an equivalent combination of education, training and experience that provides the required knowledge, skills, and abilities. Possess or obtain within six (6) months from the date of employment a Florida Notary Public. Posses or obtain a Certified Municipal Clerk (CMC) or Master Municipal Clerk (MMC) designation, within three (3) years from the date of employment. Must submit to, and pass, a fingerprint-based national criminal history record check and must be able to obtain, and recertify as required, the appropriate Criminal Justice Security Awareness training. Must possess a valid state of Florida driver's license.

### **Skill Requirements:**

Has thorough knowledge of the methods, procedures, and policies of the City as they pertain to the performance of duties of the position. Is knowledgeable in the laws, ordinances, standards, and regulations pertaining to the specific duties and responsibilities of the position. Has knowledge of Roberts Rules of Order. Has knowledge in official record keeping and retention.

Has thorough knowledge of proper English usage, vocabulary, spelling and basic mathematics. Has comprehensive knowledge of the computer and other technical terminology used within the department; has skill in the use of computers data and word processing. Knows how to operate and maintain a variety of office equipment as necessary in the performance of daily activities.

Is skilled in applying a responsible attention to detail as necessary in preparing reports and correspondence. Is able to read and interpret a variety of materials pertaining to the responsibilities of the job. Is able to analyze problems that arise on the job and prepare accurate, comprehensive, clear and concise reports and recommendations. Is able to take the initiative to complete the duties of the position without the need of direct supervision.

Is able to use independent judgment in performing routine and non-routine tasks. Has the ability to plan, organize and prioritize daily assignments and work activities.



Has the ability to learn and utilize new skills and information to improve job performance and efficiency. Knows how to perform duties in a courteous manner and communicate effectively with a variety of public and private groups as prescribed. Has knowledge of the standard tools, materials, and practices of the industry. Has skill in the care and use of required tools and equipment. Is able to make minor repairs and adjustments to equipment. Has knowledge of the occupational hazards and safety precautions of the Industry.

**Physical Requirements:**

Must be physically able to operate a variety of machines and equipment including a computer, camera, general office equipment, telephone, audio-visual equipment, etc. Must be able to exert up to five pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects.

Sedentary work involves sitting most of the time but may involve walking or standing for periods of time. Must be able to lift and/or carry weights of up to twenty-five (25) pounds.

**Responsibilities:**

Maintains high standards of accuracy in exercising duties and responsibilities. Exercises immediate remedial action to correct any quality deficiencies that occur in areas of responsibility. Maintains high quality communication and interaction with internal and external entities with whom the position interacts.

Performs described Essential Functions and related assignments efficiently and effectively in order to produce quantity of work which consistently meets established standards and expectations.

Assumes responsibility for completing assigned work. Completes assigned work within deadlines in accordance with directives, policy, standards, and prescribed procedures.

Maintains accountability for assigned responsibilities in the technical, human, and conceptual areas.

Exercises analytical judgment in areas of responsibility. Identifies issues or situations as they occur and specifies decision objectives. Identifies or assists in identifying alternative solutions to issues or situations. Implements decisions in accordance with prescribed and effective policies and procedures and with a minimum of errors. Seeks expert or experienced advice where appropriate, and researches issues, situations and alternatives before exercising judgment.

**Working Conditions:**

The work environment for this position is generally an office setting.

**Other:**

It is understood that every incidental duty connected with operations enumerated in the job description is not always specifically described, and employees, at the discretion of the City, may be required to perform duties not within their job descriptions.

DRAFT

**ITEM 7.J****INTERLOCAL WITH OSCEOLA COUNTY FOR OPIOID LITIGATION SETTLEMENT FUNDING****Request**

Approval of Interlocal Agreement in concept with Osceola County for Opioid Litigation Settlement Funding participation, authorizing the City Manager, or his designee, to execute the Interlocal Agreement, once finalized, and any documentation that may be necessary for the City to receive funding which may become available from the County, and approval for staff to allocate such funding for programs that are enumerated as approved uses for the funding in the Interlocal Agreement and MOU.

**Explanation**

After years of negotiations, two proposed nationwide settlement agreements have been reached that would resolve all opioid litigation brought by states and local political subdivisions against the three largest pharmaceutical distributors, and one manufacturer. The proposed settlements require the companies to pay billions of dollars to abate the opioid epidemic over the next 18 years. The State of Florida, through its Attorney General, and certain Local Governments, Osceola County being one of them, separately engaged in litigation seeking to hold Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance. The State of Florida joined the settlements, and is encouraging local governments to participate in this process by entering into the Florida Opioid Allocation and Statewide Response Agreement" ("Florida MOU") which sets the framework for a unified plan of allocation of the Opioid litigation settlement funds.

In order for Osceola County to receive its share of the County Regional Funds under the Florida MOU they must enter into an Interlocal Agreement with the City, to ensure the County is recognized as a "Qualified County" to receive funds. It is the intent of the State of Florida that proceeds from the settlements be used to increase the amount of funding presently spent on opioid and substance abuse education, treatment and other related programs and services. Osceola County has contracted with Park Place Behavioral Health Care to provide substance abuse and mental health counseling to citizens, including addiction treatment services.

At this time, it is unclear as to whether the City of St. Cloud will join the ILA, therefore a conceptual draft is being presented to the Commission at this time. The final Interlocal Agreement will be edited depending on the City of St. Cloud's participation.

**Recommendation**

Staff recommends approval of the Interlocal Agreement with Osceola County.

**REQUESTED CITY COMMISSION ACTION:**

Approve

Department: City Attorney

Presenter:

**Attachment(s):**

1. Opioid Interlocal Agreement\_COK\_COSC. DRAFT
2. Exhibit A - Florida MOU

City of Kissimmee

### 3. Exhibit B - Core Strategies

**INTERLOCAL AGREEMENT GOVERNING USE  
OF OSCEOLA COUNTY REGIONAL OPIOID SETTLEMENT FUNDS**

**THIS INTERLOCAL AGREEMENT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, between Osceola County, a charter county and political subdivision of the State of Florida, (“the County”) and City of Kissimmee and City of Saint Cloud, each a municipal corporation created and existing under the laws of the State of Florida, (each a “Municipality” and collectively the “Municipalities”) (County and the Municipalities are collectively referred to as the “Parties”).

**W I T N E S S E T H:**

**WHEREAS**, the Municipalities and County are authorized by §163.01, Florida Statutes, to enter into Interlocal Agreements to cooperatively and efficiently use their powers to provide public services that will advance the general health, safety and welfare of the citizens of Osceola County; and

**WHEREAS**, a local, state, and nationwide crisis arose as a result of the manufacture, distribution, and over-prescribing of opioid analgesics (“opioids”) and resulted in opioid overdoses and addictions throughout Osceola County (“Opioid Epidemic”); and

**WHEREAS**, County and Municipalities have suffered harm from the opioid epidemic; and

**WHEREAS**, County is a Charter County within the State of Florida and has an estimated population of 388,656 based on the most recent census data; and

**WHEREAS**, Municipalities are located in Osceola County, Florida; and

**WHEREAS**, the State of Florida has filed an action pending in Pasco County, Florida, and a number of Florida cities and counties have also filed an action titled *In re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) (“Opioid Litigation”). County is a litigating participant in the Opioid Litigation; and

**WHEREAS**, proposed settlements have been developed to resolve certain claims under the Opioid Litigation; and

**WHEREAS**, the Florida Attorney General anticipates that settlement funds from the Opioid Litigation will be distributed to the State of Florida over multiple years as part of a global settlement and will not be directly distributed to County and Municipalities; and

**WHEREAS**, the Florida Memorandum of Understanding titled, “Florida Opioid Allocation and Statewide Response Agreement” (“Florida MOU”), attached hereto as Exhibit A, sets forth the framework for a unified plan between the State of Florida and local governments

within the state of Florida regarding the proposed allocation and use of Opioid Litigation settlement funds. As currently drafted, the Florida MOU divides the settlement funds into three portions: (1) the City/County Fund; (2) the Regional Fund; and (3) the State Fund; and

**WHEREAS**, to receive its share of the Regional Fund (the “County Regional Funds,” as defined below), County must qualify as a “Qualified County” as defined in the Florida MOU; and

**WHEREAS**, to become a “Qualified County” under the Florida MOU, County must enter into an agreement with municipalities whose populations, taken together, contain at least 50% of the municipalities’ population; and

**WHEREAS**, under the Florida MOU, County will be required to expend the County Regional Funds in Osceola County to abate the effects of the Opioid Epidemic; and

**WHEREAS**, County has an abatement plan that is being utilized to respond to the Opioid Epidemic; and

**WHEREAS**, County is contracting with Park Place Behavioral Health Care to provide outpatient counseling and psychotherapy to its citizens with a variety of substance use and mental health issues. County is also contracting with Park Place Behavioral Health Care to provide comprehensive addiction treatment services to Osceola County inmates with the use of Vivitrol – an injectable medication used to treat opioid and alcohol dependence; and

**WHEREAS**, the parties recognize that enabling County to receive the County Regional Funds for expenditure is in the best interest of all persons within the geographic boundaries of Osceola County and will ensure that Opioid Litigation settlement funds are available and used to address opioid-related impacts within Osceola County; and

**WHEREAS**, the parties recognize that it is in the best interest of County and Municipalities to enter into this Agreement to ensure County is a “Qualified County” to receive the County Regional Funds pursuant to the Florida MOU; and

**THEREFORE**, in consideration of the mutual covenants, terms, and provisions contained herein, the parties agree as follows:

## **SECTION 1. DEFINITIONS**

- A. Unless otherwise defined herein, all defined terms in the Florida MOU are incorporated herein and shall have the same meaning as in the Florida MOU.
- B. “County Regional Funds” shall mean the amount of the Regional Funds remitted to County by the State of Florida, provided County qualifies as a Qualified County.

## **SECTION 2. CONDITIONS PRECEDENT**

This Agreement shall become effective on the Commencement Date set forth in Section 4, so long as the following conditions precedent have been satisfied:

- A. Execution of this Agreement by County and Municipalities as required by the Florida MOU to enable Osceola County to become a Qualified County and directly receive the County Regional Funds from the State of Florida;
- B. Execution of all documents necessary to effectuate the Florida MOU in its final form;
- C. Filing this Agreement with the Clerk of the Circuit Court for Osceola County as required by Florida Statutes Section 163.01.

### **SECTION 3. EXECUTION**

This Agreement may be signed in counterparts by the parties hereto.

### **SECTION 4. TERM**

The term of this Agreement shall commence upon satisfaction of all conditions precedent stated in Section 2 (“Commencement Date”) and shall continue until one (1) year after the expenditure of all County Regional Funds, unless otherwise terminated in accordance with the provisions of the Florida MOU (“Term”). Obligations under this Agreement that by their nature survive termination or expiration, including, but not limited to, any and all obligations relating to record retention, audit, and indemnification, will survive and remain in effect after termination or expiration of this Agreement.

### **SECTION 5. OPIOID TASKFORCE**

- A. By virtue of this Agreement, the Parties hereby establish an Opioid Task Force that will serve to: (1) gather data about the nature, extent, and problems being faced in communities within County; (2) receive and report recommendations from other government and private entities to County about activities that should be undertaken to abate the opioid epidemic; and/or (3) make recommendations to County and other public and private leaders about steps, actions, or plans that should be undertaken to abate the opioid epidemic.
- B. The Opioid Taskforce shall be comprised of the following members appointed for two-year terms:
  - 1. One member appointed by the City of Kissimmee;
  - 2. One member appointed by the City of Saint Cloud;
  - 3. One member nominated by the County;



4. The Director of the Florida Department of Health in Osceola County or designee or an individual with subject matter expertise in public health or addiction, who is not employed by a provider of opioid-related services in Osceola County, or an individual appointed by the other three members of the Opioid Task Force if the Department of Health declines to participate.
- C. A member's seat shall become vacant upon death, resignation, forfeiture or removal by a majority vote of the other taskforce members. All vacancies shall be filled for the remaining portion of the unexpired term.
  - D. The Opioid Taskforce shall elect from among its members a chairman at its first regular meeting in October of each year. No chairman shall serve more than two (2) consecutive one-year terms.
  - E. The Opioid Task Force shall meet regularly and as often as needed to effectuate its responsibilities, but not less than quarterly.

## **SECTION 6. ADMINISTRATION**

County is responsible for administering the County Regional Funds pursuant to the Florida MOU. County staff shall provide all support services including but not limited to legal services, as well as contract management, program monitoring, and reporting required by the Florida MOU. County is entitled to and shall receive no more than 5% from the County Regional Funds for administrative fees as provided under the Florida MOU, and will deduct such administrative fees on an annual basis. After such deduction, County shall spend all of the remaining County Regional Funds on efforts to abate the deleterious effects of the Opioid Epidemic by utilizing funds for the Approved Purposes (as defined in the Florida MOU), including the provisions related to Core Strategies (if and as applicable) identified in Exhibit B attached hereto. County shall spend the County Regional Funds on programs and in geographic areas based on demonstrated need throughout Osceola County without choosing or favoring any particular municipality, geographic area, or socioeconomic group.

## **SECTION 7. LOCAL GOVERNMENT REPORTING REQUIREMENTS**

To the extent a Municipality receives County Regional Funds directly from County, that Municipality agrees to spend such funds solely for Approved Purpose(s) (as defined in the Florida MOU), and further agrees to timely satisfy all reporting requirements of the Florida MOU. In addition to other available remedies, failure to comply with this provision may disqualify the Municipality from further receipt of County Regional Funds.

## **SECTION 8. NON-APPROPRIATION**

This Agreement is not a general obligation of the County. County is not obligated to expend any funds under this Agreement except to the extent of County Regional Funds budgeted and actually received, all of which County agrees to expend consistent with the terms of this Agreement.

## **SECTION 9. INDEMNIFICATION**

Each Municipality and County shall be responsible for their respective employees' acts of negligence when such employees are acting within the scope of their employment and shall only be liable for any damages resulting from said negligence to the extent permitted by Section 768.28, Florida Statutes. Nothing herein shall be construed as a waiver of sovereign immunity, or the provisions of F.S. § 768.28, by either Party. Nothing herein shall be construed as consent by either Party to be sued by third parties for any matter arising out of this Agreement.

## **SECTION 10. PUBLIC RECORDS**

The Parties shall comply with all public records requirements of Chapter 119, Florida Statutes, as may be required by law.

IF ANY PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE PARTY'S 'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE PARTY MAY CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

Public Information Office  
1 Courthouse Square, Suite 3100  
Kissimmee, FL 34741  
407-742-0100  
[BCCPIO@osceola.org](mailto:BCCPIO@osceola.org)

## **SECTION 11. HEADINGS**

All headings of the sections contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such sections.

## **SECTION 12. REPRESENTATION OF AUTHORITY**

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

## **SECTION 13. FORCE MAJEURE**

If the performance of this Agreement, or any obligation hereunder, is prevented by reason of epidemic, pandemic, hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, or ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, provided that the party so affected shall first have taken reasonable steps to avoid and remove such cause of nonperformance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other parties in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such nonperformance exceeds sixty (60) days, the party that is not prevented from performance by the force majeure event shall have the right to terminate this Agreement upon written notice to the Parties. This section shall not supersede or prevent the exercise of any right the Parties may otherwise have to terminate this Agreement.

#### **SECTION 14. LAWS & REGULATIONS**

Each party will comply with all laws, ordinances, regulations, and requirements applicable to the performance of this Agreement by each party. Each party is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect their performance under this Agreement.

#### **SECTION 15. ASSIGNMENT OF INTEREST**

Neither party will assign or transfer any interest in this Agreement without prior written consent of the other parties.

#### **SECTION 16. BINDING EFFECT**

This Agreement shall be binding upon and enure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns.

#### **SECTION 17. THIRD PARTY BENEFICIARIES**

This Agreement does not create any relationship with, or any rights in favor of, any third party.

#### **SECTION 18. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

**SECTION 19. WAIVER**

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.

**SECTION 20. APPLICABLE LAW, VENUE, JURY TRIAL**

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Osceola County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

**SECTION 21. ATTACHMENTS**

All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.

**SECTION 22. AMENDMENTS**

The parties may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, and signed by a duly authorized representative of each party. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

**SECTION 23. JOINT AUTHORSHIP**

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

**SECTION 24. ENTIRE AGREEMENT**

This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect whatsoever on this Agreement.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

For OSCEOLA COUNTY:

\_\_\_\_\_  
Chair/Vice-Chair

\_\_\_\_\_  
Date

Attest:  
OSCEOLA COUNTY CLERK OF  
THE BOARD

\_\_\_\_\_  
Clerk/Deputy Clerk

As authorized for execution at the  
Board of County Commissioners  
meeting of:

\_\_\_\_\_

For City of Kissimmee:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
City Clerk

DRAFT

For City of Saint Cloud:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
City Clerk

DRAFT



**FLORIDA OPIOID ALLOCATION AND**  
**STATEWIDE RESPONSE**  
**AGREEMENT**

BETWEEN

STATE OF FLORIDA DEPARTMENT OF LEGAL AFFAIRS,  
OFFICE OF THE ATTORNEY GENERAL

And

CERTAIN LOCAL GOVERNMENTS IN THE STATE OF FLORIDA

This Florida Opioid Allocation and Statewide Response Agreement (the “Agreement”) is entered into between the State of Florida (“State”) and certain Local Governments (“Local Governments” and the State and Local Governments are jointly referred to as the “Parties” or individually as a “Party”). The Parties agree as follows:

Whereas, the people of the State and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Pharmaceutical Supply Chain; and

Whereas, the State, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold many of the same Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance as the State; and

Whereas, certain of the Parties have separately sued Pharmaceutical Supply Chain participants for the harm caused to the citizens of both Parties and have collectively negotiated settlements with several Pharmaceutical Supply Chain Participants; and

Whereas, the Parties share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State; and

Whereas, it is the intent of the State and its Local Governments to use the proceeds from any Settlements with Pharmaceutical Supply Chain Participants to increase the amount of funding presently spent on opioid and substance abuse education, treatment, prevention and other related programs and services, such as those identified in Exhibits “A” and “B,” and to ensure that the funds are expended in compliance with evolving evidence-based “best practices;” and

Whereas, the State and its Local Governments enter into this Agreement and agree to the allocation and use of the proceeds of any settlement described herein

Wherefore, the Parties each agree to as follows:

## A. Definitions

As used in this Agreement:

1. “Approved Purpose(s)” shall mean forward-looking strategies, programming and services used to expand the availability of treatment for individuals impacted by substance use disorders, to: (a) develop, promote, and provide evidence-based substance use prevention strategies; (b) provide substance use avoidance and awareness education; (c) decrease the oversupply of licit and illicit opioids; and (d) support recovery from addiction. Approved Purposes shall include, but are not limited to, the opioid abatement strategies listed in Exhibits “A” and “B” which are incorporated herein by reference.

2. “Local Governments” shall mean all counties, cities, towns and villages located within the geographic boundaries of the State.

3. “Managing Entities” shall mean the corporations selected by and under contract with the Florida Department of Children and Families or its successor (“DCF”) to manage the daily operational delivery of behavioral health services through a coordinated system of care. The singular “Managing Entity” shall refer to a singular of the Managing Entities.

4. “County” shall mean a political subdivision of the state established pursuant to s. 1, Art. VIII of the State Constitution.

5. “Dependent Special District” shall mean a Special District meeting the requirements of Florida Statutes § 189.012(2).

6. “Municipalities” shall mean cities, towns, or villages located in a County within the State that either have: (a) a Population greater than 10,000 individuals; or (b) a Population equal to or less than 10,000 individuals and that has either (i) filed a lawsuit against one or more Pharmaceutical Supply Chain Participants; or (ii) executes a release in connection with a settlement with a Pharmaceutical Supply Chain participant. The singular “Municipality” shall refer to a singular city, town, or village within the definition of Municipalities.

7. “Negotiating Committee” shall mean a three-member group comprised by representatives of the following: (1) the State; and (2) two representatives of Local Governments of which one representative will be from a Municipality and one shall be from a County (collectively, “Members”) within the State. The State shall be represented by the Attorney General or her designee.

8. “Negotiation Class Metrics” shall mean those county and city settlement allocations which come from the official website of the Negotiation Class of counties and cities certified on September 11, 2019 by the U.S. District for the Northern District of Ohio in *In re National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio). The website is located at <https://allocationmap.iclaimsonline.com>.

9. “Opioid Funds” shall mean monetary amounts obtained through a Settlement.

10. “Opioid Related” shall have the same meaning and breadth as in the agreed Opioid Abatement Strategies attached hereto as Exhibits “A” or “B.”

11. “Parties” shall mean the State and Local Governments that execute this Agreement. The singular word “Party” shall mean either the State or Local Governments that executed this Agreement.

12. “PEC” shall mean the Plaintiffs’ Executive Committee of the National Prescription Opiate Multidistrict Litigation pending in the United States District Court for the Northern District of Ohio.

13. “Pharmaceutical Supply Chain” shall mean the entities, processes, and channels through which Controlled Substances are manufactured, marketed, promoted, distributed or dispensed.

14. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in, or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic.

15. “Population” shall refer to published U.S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this Agreement. These estimates can currently be found at <https://www.census.gov>. *For purposes of Population under the definition of Qualified County, a County’s population shall be the greater of its population as of the July 1, 2019, estimates or its actual population, according to the official U.S. Census Bureau count, which was released by the U.S. Census Bureau in August 2021.*

16. “Qualified County” shall mean a charter or non-chartered County that has a Population of at least 300,000 individuals and: (a) has an opioid taskforce or other similar board, commission, council, or entity (including some existing sub-unit of a County’s government responsible for substance abuse prevention, treatment, and/or recovery) of which it is a member or it operates in connection with its municipalities or others on a local or regional basis; (b) has an abatement plan that has been either adopted or is being utilized to respond to the opioid epidemic; (c) is, as of December 31, 2021, either providing or is contracting with others to provide substance abuse prevention, recovery, and/or treatment services to its citizens; and (d) has or enters into an interlocal agreement with a majority of Municipalities (Majority is more than 50% of the Municipalities’ total Population) related to the expenditure of Opioid Funds. The Opioid Funds to be paid to a Qualified County will only include Opioid Funds for Municipalities whose claims are released by the Municipality or Opioid Funds for Municipalities whose claims are otherwise barred. For avoidance of doubt, the word “operate” in connection with opioid task force means to do at least one of the following activities: (1) gathers data about the nature, extent, and problems being faced in communities within that County; (2) receives and reports recommendations from other government and private entities about activities that should be undertaken to abate the opioid epidemic to a County; and/or (3) makes recommendations to a County and other public and private leaders about steps, actions, or plans that should be undertaken to abate the opioid epidemic. For avoidance of doubt, the Population calculation required by subsection (d) does not include Population in unincorporated areas.

17. “SAMHSA” shall mean the U.S. Department of Health & Human Services, Substance Abuse and Mental Health Services Administration.

18. “Settlement” shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and Local Governments or a settlement class as described in (B)(1) below.

19. “State” shall mean the State of Florida.

## **B. Terms**

1. **Only Abatement** - Other than funds used for the Administrative Costs and Expense Fund as hereinafter described or to pay obligations to the United States arising out of Medicaid or other federal programs, all Opioid Funds shall be utilized for Approved Purposes. In order to accomplish this purpose, the State will either: (a) file a new action with Local Governments as Parties; or (b) add Local Governments to its existing action, sever any settling defendants. In either type of action, the State will seek entry of a consent judgment, consent order or other order binding judgment binding both the State and Local Governments to utilize Opioid Funds for Approved Purposes (“Order”) from the Circuit Court of the Sixth Judicial Circuit in and for Pasco County, West Pasco Division New Port Richey, Florida (the “Court”), except as herein provided. The Order may be part of a class action settlement or similar device. The Order shall provide for continuing jurisdiction by the Court to address non-performance by any party under the Order.

2. **Avoid Claw Back and Recoupment** - Both the State and Local Governments wish to maximize any Settlement and Opioid Funds. In addition to committing to only using funds for the Expense Funds, Administrative Costs and Approved Purposes, both Parties will agree to utilize a percentage of funds for the Core Strategies highlighted in Exhibit A. Exhibit A contains the programs and strategies prioritized by the U.S. Department of Justice and/or the U.S. Department of Health & Human Services (“Core Strategies”). The State is trying to obtain the United States’ agreement to limit or reduce the United States’ ability to recover or recoup monies from the State and Local Government in exchange for prioritization of funds to certain projects. If no agreement is reached with the United States, then there will be no requirement that a percentage be utilized for Core Strategies.

3. **No Benefit Unless Fully Participating** - Any Local Government that objects to or refuses to be included under the Order or refuses or fails to execute any of documents necessary to effectuate a Settlement shall not receive, directly or indirectly, any Opioid Funds and its portion of Opioid Funds shall be distributed to, and for the benefit of, the Local Governments. Funds that were a for a Municipality that does not join a Settlement will be distributed to the County where that Municipality is located. Funds that were for a County that does not join a Settlement will be distributed pro rata to Counties that join a Settlement. For avoidance of doubt, if a Local Government initially refuses to be included in or execute the documents necessary to effectuate a Settlement and subsequently effectuates such documents necessary to join a Settlement, then that Local Government will only lose those payments made under a Settlement while that Local Government was not a part of the Settlement. If a Local Government participates in a Settlement, that Local Government is thereby releasing the claims of its Dependent Special District claims, if any.

4. **Distribution Scheme** – If a Settlement has a National Settlement Administrator or similar entity, all Opioids Funds will initially go to the Administrator to be distributed. If a Settlement does not have a National Settlement Administrator or similar entity, all Opioid Funds will initially go to the State, and then be distributed by the State as they are received from the Defendants according to the following distribution scheme. The Opioid Funds will be divided into three funds after deducting any costs of the Expense Fund detailed below. Funds due the federal government, if any, pursuant to Section B-2, will be subtracted from only the State and Regional Funds below:

(a) City/County Fund- The city/county fund will receive 15% of all Opioid Funds to directly benefit all Counties and Municipalities. The amounts to be distributed to each County and Municipality shall be determined by the Negotiation Class Metrics or other metrics agreed upon, in writing, by a County and a Municipality, which are attached to this Agreement as Exhibit “C.” In the event that a Municipality has a Population less than 10,000 people and it does not execute a release or otherwise join a Settlement that Municipalities share under the Negotiation Class Metrics shall be reallocated to the County where that Municipality is located.

(b) Regional Fund- The regional fund will be subdivided into two parts.

(i) The State will annually calculate the share of each County within the State of the regional fund utilizing the sliding scale in paragraph 5 of the Agreement, and according to the Negotiation Class Metrics.

(ii) For Qualified Counties, the Qualified County’s share will be paid to the Qualified County and expended on Approved Purposes, including the Core Strategies identified in Exhibit A, if applicable.

(iii) For all other Counties, the State will appropriate the regional share for each County and pay that share through DCF to the Managing Entities providing service for that County. The Managing Entities will be required to expend the monies on Approved Purposes, including the Core Strategies as directed by the Opioid Abatement Task Force or Council. The Managing Entities shall expend monies from this Regional Fund on services for the Counties within the State that are non-Qualified Counties and to ensure that there are services in every County. To the greatest extent practicable, the Managing Entities shall endeavor to expend monies in each County or for citizens of a County in the amount of the share that a County would have received if it were a Qualified County.

(c) State Fund - The remainder of Opioid Funds will be expended by the State on Approved Purposes, including the provisions related to Core Strategies, if applicable.

(d) To the extent that Opioid Funds are not appropriated and expended in a year by the State, the State shall identify the investments where settlement funds will be deposited. Any gains, profits, or interest accrued from the deposit of the Opioid Funds to the extent that any funds are not appropriated and expended within a calendar year, shall be the sole property of the Party that was entitled to the initial amount.

(e) To the extent a County or Municipality wishes to pool, comingle, or otherwise transfer its share, in whole or part, of Opioid Funds to another County or Municipality, the comingling Municipalities may do so by written agreement. The comingling Municipalities shall provide a copy of that agreement to the State and any settlement administrator to ensure that monies are directed consistent with such agreement. The County or Municipality receiving any such Opioid Funds shall assume the responsibility for reporting how such Opioid Funds were utilized under this Agreement.

5. Regional Fund Sliding Scale- The Regional Fund shall be calculated by utilizing the following sliding scale of the Opioid Funds available in any year after deduction of Expenses and any funds due the federal government:

- A. Years 1-6: 40%
- B. Years 7-9: 35%
- C. Years 10-12: 34%
- D. Years 13-15: 33%
- E. Years 16-18: 30%

6. Opioid Abatement Taskforce or Council - The State will create an Opioid Abatement Taskforce or Council (sometimes hereinafter “Taskforce” or “Council”) to advise the Governor, the Legislature, DCF, and Local Governments on the priorities that should be addressed by expenditure of Opioid Funds and to review how monies have been spent and the results that have been achieved with Opioid Funds.

(a) Size - The Taskforce or Council shall have ten Members equally balanced between the State and the Local Government representatives.

(b) Appointments Local Governments - Two Municipality representatives will be appointed by or through Florida League of Cities. Two county representatives, one from a Qualified County and one from a county within the State that is not a Qualified County, will be appointed by or through the Florida Association of Counties. The final representative will alternate every two years between being a county representative (appointed by or through Florida Association of Counties) or a Municipality representative (appointed by or through the Florida League of Cities). One Municipality representative must be from a city of less than 50,000 people. One county representative must be from a county of less than 200,000 people and the other county representative must be from a county whose population exceeds 200,000 people.

(c) Appointments State -

- (i) The Governor shall appoint two Members.
- (ii) The Speaker of the House shall appoint one Member.

- (iii) The Senate President shall appoint one Member.
- (iv) The Attorney General or her designee shall be a Member.
- (d) Chair - The Attorney General or designee shall be the chair of the Taskforce or Council.
- (e) Term - Members will be appointed to serve a four-year term and shall be staggered to comply with Florida Statutes § 20.052(4)(c).
- (f) Support - DCF shall support the Taskforce or Council and the Taskforce or Council shall be administratively housed in DCF.
- (g) Meetings - The Taskforce or Council shall meet quarterly in person or virtually using communications media technology as defined in section 120.54(5)(b)(2), Florida Statutes.
- (h) Reporting - The Taskforce or Council shall provide and publish a report annually no later than November 30th or the first business day after November 30th, if November 30th falls on a weekend or is otherwise not a business day. The report shall contain information on how monies were spent the previous fiscal year by the State, each of the Qualified Counties, each of the Managing Entities, and each of the Local Governments. It shall also contain recommendations to the Governor, the Legislature, and Local Governments for priorities among the Approved Purposes or similar such uses for how monies should be spent the coming fiscal year to respond to the opioid epidemic. Prior to July 1st of each year, the State and each of the Local Governments shall provide information to DCF about how they intend to expend Opioid Funds in the upcoming fiscal year.
- (i) Accountability - The State and each of the Local Governments shall report its expenditures to DCF no later than August 31st for the previous fiscal year. The Taskforce or Council will set other data sets that need to be reported to DCF to demonstrate the effectiveness of expenditures on Approved Purposes. In setting those requirements, the Taskforce or Council shall consider the Reporting Templates, Deliverables, Performance Measures, and other already utilized and existing templates and forms required by DCF from Managing Entities and suggest that similar requirements be utilized by all Parties to this Agreement.
- (j) Conflict of Interest - All Members shall adhere to the rules, regulations and laws of Florida including, but not limited to, Florida Statute §112.311, concerning the disclosure of conflicts of interest and recusal from discussions or votes on conflicted matters.

7. **Administrative Costs-** The State may take no more than a 5% administrative fee from the State Fund and any Regional Fund that it administers for counties that are not Qualified Counties. Each Qualified County may take no more than a 5% administrative fee from its share of the Regional Funds. Municipalities and Counties may take no more than a 5% administrative fee from any funds that they receive or control from the City/County Fund.



8. **Negotiation of Non-Multistate Settlements** - If the State begins negotiations with a Pharmaceutical Supply Chain Participant that is separate and apart from a multi-state negotiation, the State shall include Local Governments that are a part of the Negotiating Committee in such negotiations. No Settlement shall be recommended or accepted without the affirmative votes of both the State and Local Government representatives of the Negotiating Committee.

9. **Negotiation of Multistate or Local Government Settlements** - To the extent practicable and allowed by other parties to a negotiation, both Parties agree to communicate with members of the Negotiation Committee regarding the terms of any other Pharmaceutical Supply Chain Participant Settlement.

10. **Program Requirements-** DCF and Local Governments desire to make the most efficient and effective use of the Opioid Funds. DCF and Local Governments will work to achieve that goal by ensuring the following requirements will be minimally met by any governmental entity or provider providing services pursuant to a contract or grant of Opioid Funds:

a. In either performing services under this Agreement or contracting with a provider to provide services with the Opioid Funds under this Agreement, the State and Local Governments shall be aware of and comply with all State and Federal laws, rules, Children and Families Operating Procedures (CFOPs), and similar regulations relating to the substance abuse and treatment services.

b. The State and Local Governments shall have and follow their existing policies and practices for accounting and auditing, including policies relating to whistleblowers and avoiding fraud, waste, and abuse. The State and Local Governments shall consider additional policies and practices recommended by the Opioid Abatement Taskforce or Council. c. In any award or grant to any provider, State and Local Governments shall ensure that each provider acknowledges its awareness of its obligations under law and shall audit, supervise, or review each provider's performance routinely, at least once every year.

d. In contracting with a provider, the State and Local Governments shall set performance measures in writing for a provider.

e. The State and Local Governments shall receive and report expenditures, service utilization data, demographic information, and national outcome measures in a similar fashion as required by the 42.U.S.C. s. 300x and 42 U.S.C. s. 300x-21.

f. The State and Local Governments, that implement evidenced based practice models will participate in fidelity monitoring as prescribed and completed by the originator of the model chosen..

g. The State and Local Governments shall ensure that each year, an evaluation of the procedures and activities undertaken to comply with the requirements of this Agreement are completed.

h. The State and Local Governments shall implement a monitoring process that will demonstrate oversight and corrective action in the case of non-compliance, for all providers that receive Opioid Funds. Monitoring shall include:

- (i) Oversight of the any contractual or grant requirements;
- (ii) Develop and utilize standardized monitoring tools;
- (iii) Provide DCF and the Opioid Abatement Taskforce or Council with access to the monitoring reports; and
- (iv) Develop and utilize the monitoring reports to create corrective action plans for providers, where necessary.

11. **Reporting and Records Requirements-** The State and Local Governments shall follow their existing reporting and records retention requirements along with considering any additional recommendations from the Opioid Abatement Taskforce or Council. Local Governments shall respond and provide documents to any reasonable requests from the State or Opioid Abatement Taskforce or Council for data or information about programs receiving Opioid Funds. The State and Local Governments shall ensure that any provider or sub-recipient of Opioid Funds at a minimum does the following:

- (a) Any provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of Opioid Funds. Upon demand, at no additional cost to the State or Local Government, any provider will facilitate the duplication and transfer of any records or documents during the term that it receives any Opioid Funds and the required retention period for the State or Local Government. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the State or Local Government.
- (b) Any provider shall retain and maintain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the use of the Opioid Funds during the term of its receipt of Opioid Funds and retained for a period of six (6) years after its ceases to receives Opioid Funds or longer when required by law. In the event an audit is required by the State of Local Governments, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of any award or contract.
- (c) At all reasonable times for as long as records are maintained, persons duly authorized by State or Local Government auditors shall be allowed full access to and the right to examine any of the contracts and related records and documents, regardless of the form in which kept.
- (d) A financial and compliance audit shall be performed annually and provided to the State.

(e) All providers shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (section 20.055, F.S.) or the State.

(f) No record may be withheld nor may any provider attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

12. **Expense Fund** - The Parties agree that in any negotiation every effort shall be made to cause Pharmaceutical Supply Chain Participants to pay costs of litigation, including attorneys' fees, in addition to any agreed to Opioid Funds in the Settlement. To the extent that a fund sufficient to pay the full contingent fees of Local Governments is not created as part of a Settlement by a Pharmaceutical Supply Chain Participant, the Parties agree that an additional expense fund for attorneys who represent Local Governments (herein "Expense Fund") shall be created out of the City/County fund for the purpose of paying the hard costs of a litigating Local Government and then paying attorneys' fees.

(a) The Source of Funds for the Expense Fund- Money for the Expense Fund shall be sourced exclusively from the City/County Fund.

(b) The Amount of the Expense Fund- The State recognizes the value litigating Local Governments bring to the State in connection with the Settlement because their participation increases the amount of Incentive Payments due from each Pharmaceutical Supply Chain Participant. In recognition of that value, the amount of funds that shall be deposited into the Expense Fund shall be contingent upon on the percentage of litigating Local Government participation in the Settlement, according to the following table:

| Litigating Local Government Participation in the Settlement (by percentage of the population) | Amount that shall be paid into the Expense Fund from (and as a percentage of) the City/County fund |
|-----------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|
| 96 to 100%                                                                                    | 10%                                                                                                |
| 91 to 95%                                                                                     | 7.5%                                                                                               |
| 86 to 90%                                                                                     | 5%                                                                                                 |
| 85%                                                                                           | 2.5%                                                                                               |
| Less than 85%                                                                                 | 0%                                                                                                 |

If fewer than 85% percent of the litigating Local Governments (by population) participate, then the Expense Fund shall not be funded, and this Section of the Agreement shall be null and void.

(c) The Timing of Payments into the Expense Fund- Although the amount of the Expense Fund shall be calculated based on the entirety of payments due to the City/County fund over a ten-to-eighteen-year period, the Expense Fund shall be funded entirely from payments made by Pharmaceutical Supply Chain Participants during the first two payments of the Settlement. Accordingly, to offset the amounts being paid from the

City/County Fund to the Expense Fund in the first two years, Counties or Municipalities may borrow from the Regional Fund during the first two years and pay the borrowed amounts back to the Regional Fund during years three, four, and five.

For the avoidance of doubt, the following provides an illustrative example regarding the calculation of payments and amounts that may be borrowed under the terms of this MOU, consistent with the provisions of this Section:

|                                                                                   |         |
|-----------------------------------------------------------------------------------|---------|
| Opioid Funds due to State of Florida and Local Governments (over 10 to 18 years): | \$1,000 |
| Litigating Local Government Participation:                                        | 100%    |
| City/County Fund (over 10 to 18 years):                                           | \$150   |
| Expense Fund (paid over 2 years):                                                 | \$15    |
| Amount Paid to Expense Fund in 1st year:                                          | \$7.5   |
| Amount Paid to Expense Fund in 2nd year:                                          | \$7.5   |
| Amount that may be borrowed from Regional Fund in 1st year:                       | \$7.5   |
| Amount that may be borrowed from Regional Fund in 2nd year:                       | \$7.5   |
| Amount that must be paid back to Regional Fund in 3rd year:                       | \$5     |
| Amount that must be paid back to Regional Fund in 4th year:                       | \$5     |
| Amount that must be paid back to Regional Fund in 5th year:                       | \$5     |

(d) Creation of and Jurisdiction over the Expense Fund- The Expense Fund shall be established, consistent with the provisions of this Section of the Agreement, by order of the Court. The Court shall have jurisdiction over the Expense Fund, including authority to allocate and disburse amounts from the Expense Fund and to resolve any disputes concerning the Expense Fund.

(e) Allocation of Payments to Counsel from the Expense Fund- As part of the order establishing the Expense Fund, counsel for the litigating Local Governments shall seek to have the Court appoint a third-neutral to serve as a special master for purposes of allocating the Expense Fund. Within 30 days of entry of the order appointing a special master for the Expense Fund, any counsel who intend to seek an award from the Expense Fund shall provide the copies of their contingency fee contracts to the special master. The special master shall then build a mathematical model, which shall be based on each litigating Local Government's share under the Negotiation Class Metrics and the rate set forth in their contingency contracts, to calculate a proposed award for each litigating Local Government who timely provided a copy of its contingency contract.

13. **Dispute resolution-** Any one or more of the Local Governments or the State may object to an allocation or expenditure of Opioid Funds solely on the basis that the allocation or expenditure at issue (a) is inconsistent with the Approved Purposes; (b) is inconsistent with the distribution scheme as provided in paragraph.; (c) violates the limitations set forth herein with respect to administrative costs or the Expense Fund; or (d) to recover amounts advanced from the Regional Fund for the Expense Fund. There shall be no other basis for bringing an objection to the approval of an allocation or expenditure of Opioid Funds. In the event that there is a National Settlement Administrator or similar entity, the Local Governments sole action for non-payment of

amounts due from the City/County Fund shall be against the particular settling defendant and/or the National Settlement Administrator or similar entity.

### **C. Other Terms and Conditions**

1. **Governing Law and Venue:** This Agreement will be governed by the laws of the State of Florida. Any and all litigation arising under the Agreement, unless otherwise specified in this Agreement, will be instituted in either: (a) the Court that enters the Order if the matter deals with a matter covered by the Order and the Court retains jurisdiction; or (b) the appropriate State court in Leon County, Florida.

2. **Agreement Management and Notification:** The Parties have identified the following individuals as Agreement Managers and Administrators:

a. State of Florida Agreement Manager:

Greg Slempp

PL-01, The Capitol, Tallahassee, FL 32399

850-414-3300

Greg.slempp@myfloridalegal.com

b. State of Florida Agreement Administrator

Janna Barineau

PL-01, The Capitol, Tallahassee, FL 32399

850-414-3300

Janna.barineau@myfloridalegal.com

c. Local Governments Agreement Managers and Administrators are listed on Exhibit C to this Agreement.

Changes to either the Managers or Administrators may be made by notifying the other Party in writing, without formal amendment to this Agreement.

3. **Notices.** All notices required under the Agreement will be delivered by certified mail, return receipt requested, by reputable air courier, or by personal delivery to the designee identified in paragraphs C.2., above. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

4. **Cooperation with Inspector General:** Pursuant to section 20.055, Florida Statutes, the Parties, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

5. **Public Records:** The Parties will keep and maintain public records pursuant to Chapter 119, Florida Statutes and will comply with all applicable provisions of that Chapter.

6. **Modification:** This Agreement may only be modified by a written amendment between the appropriate parties. No promises or agreements made subsequent to the execution of this Agreement shall be binding unless express, reduced to writing, and signed by the Parties.

7. **Execution in Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

8. **Assignment:** The rights granted in this Agreement may not be assigned or transferred by any party without the prior written approval of the other party. No party shall be permitted to delegate its responsibilities or obligations under this Agreement without the prior written approval of the other parties.

9. **Additional Documents:** The Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be reasonably necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

10. **Captions:** The captions contained in this Agreement are for convenience only and shall in no way define, limit, extend or describe the scope of this Agreement or any part of it.

11. **Entire Agreement:** This Agreement, including any attachments, embodies the entire agreement of the parties. There are no other provisions, terms, conditions, or obligations. This Agreement supersedes all previous oral or written communications, representations or agreements on this subject.

12. **Construction:** The parties hereto hereby mutually acknowledge and represent that they have been fully advised by their respective legal counsel of their rights and responsibilities under this Agreement, that they have read, know, and understand completely the contents hereof, and that they have voluntarily executed the same. The parties hereto further hereby mutually acknowledge that they have had input into the drafting of this Agreement and that, accordingly, in any construction to be made of this Agreement, it shall not be construed for or against any party, but rather shall be given a fair and reasonable interpretation, based on the plain language of the Agreement and the expressed intent of the parties.

13. **Capacity to Execute Agreement:** The parties hereto hereby represent and warrant that the individuals signing this Agreement on their behalf are duly authorized and fully competent to do so.

14. **Effectiveness:** This Agreement shall become effective on the date on which the last required signature is affixed to this Agreement.

**IN WITNESS THEREOF**, the parties hereto have caused the Agreement to be executed by their undersigned officials as duly authorized.

STATE OF FLORIDA

\_\_\_\_\_  
By: \_\_\_\_\_ DATED 11/15/2021  
Its: \_\_\_\_\_



## Schedule A

### Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies (“**Core Strategies**”)[, such that a minimum of \_\_% of the [aggregate] state-level abatement distributions shall be spent on [one or more of] them annually].<sup>1</sup>

#### A. Naloxone or other FDA-approved drug to reverse opioid overdoses

1. Expand training for first responders, schools, community support groups and families; and
2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

#### B. Medication-Assisted Treatment (“MAT”) Distribution and other opioid-related treatment

1. Increase distribution of MAT to non-Medicaid eligible or uninsured individuals;
2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Treatment and Recovery Support Services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication with other support services.

#### C. Pregnant & Postpartum Women

1. Expand Screening, Brief Intervention, and Referral to Treatment (“SBIRT”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“OUD”) and other Substance Use Disorder (“SUD”)/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with Opioid Use Disorder (OUD) including housing, transportation, job placement/training, and childcare.

#### D. Expanding Treatment for Neonatal Abstinence Syndrome

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

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<sup>1</sup>

E. Expansion of Warm Hand-off Programs and Recovery Services

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions. ;
4. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. Treatment for Incarcerated Population

1. Provide evidence-based treatment and recovery support including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

G. Prevention Programs

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools.;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. Expanding Syringe Service Programs

1. Provide comprehensive syringe services programs with more wrap-around services including linkage to OUD treatment, access to sterile syringes, and linkage to care and treatment of infectious diseases.

I. Evidence-based data collection and research analyzing the effectiveness of the abatement strategies within the State.

## Schedule B

### Approved Uses

#### PART ONE: TREATMENT

##### **A. TREAT OPIOID USE DISORDER (OUD)**

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:<sup>2</sup>

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.
8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD or mental health conditions, including but not limited to training,

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<sup>2</sup> As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. [Intentionally Blank – to be cleaned up later for numbering]

13. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

14. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

15. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

## **B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY**

Support people in treatment for or recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

### **C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)**

Provide connections to care for people who have – or at risk of developing – OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically-appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.
14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

## **D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS**

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
  - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
  - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
  - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
  - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
  - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

- f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise
- 2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
- 3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions
- 4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
- 5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
- 6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
- 7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

#### **E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME**

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (NAS), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

- 1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
- 2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
- 3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
- 4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.
10. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

## PART TWO: PREVENTION

### **F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS**

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
  - a. Increase the number of prescribers using PDMPs;
  - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or



- c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
- 6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
- 7. Increase electronic prescribing to prevent diversion or forgery.
- 8. Educate Dispensers on appropriate opioid dispensing.

## **G. PREVENT MISUSE OF OPIOIDS**

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

- 1. Fund media campaigns to prevent opioid misuse.
- 2. Corrective advertising or affirmative public education campaigns based on evidence.
- 3. Public education relating to drug disposal.
- 4. Drug take-back disposal or destruction programs.
- 5. Fund community anti-drug coalitions that engage in drug prevention efforts.
- 6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
- 7. Engage non-profits and faith-based communities as systems to support prevention.
- 8. Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
- 9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
- 10. Create of support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
- 11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
- 12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address

mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

## **H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)**

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, individuals at high risk of overdose, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities provide free naloxone to anyone in the community
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Support screening for fentanyl in routine clinical toxicology testing.

## **PART THREE: OTHER STRATEGIES**

### **I. FIRST RESPONDERS**

In addition to items in sections C, D, and H relating to first responders, support the following:

1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

### **J. LEADERSHIP, PLANNING AND COORDINATION**

Support efforts to provide leadership, planning, coordination, facilitation, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local, or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services; to support training and technical assistance; or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to share reports, recommendations, or plans to spend opioid settlement funds; to show how opioid settlement funds have been spent; to report program or strategy outcomes; or to track, share, or visualize key opioid-related or health-related indicators and supports as identified through collaborative statewide, regional, local, or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

### **K. TRAINING**

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

### **L. RESEARCH**

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

**ITEM 8.A****ADVISORY BOARD APPOINTMENT - VACANCY ON THE PARKS & RECREATION ADVISORY BOARD****Request**

The Commission is requested to appoint a replacement to fill the vacancy on the Parks and Recreation Advisory Board due to the resignation of Hendrith Smith. The term for this vacancy is due to expire May 31, 2023.

**Explanation**

On November 23, 2021, Parks and Recreation staff received a resignation letter from Board Member Hendrith Smith; he tendered his resignation effective December 1, 2021.

As the Commission is aware, appointments are assigned to individual Commissioners in order of rotation. Seat # 5 had the last appointment, so this vacancy will be assigned to Seat # 1. All qualified applications will be provided to the Commission for consideration. Four (4) applications are attached to the agenda and all four applicants qualify to serve on this board.

The Parks and Recreation Advisory Board requires members to be either Resident or Non-Resident (non-residents must reside within Osceola County), and no members may serve on any other board.

If Commissioner Castano does not make this appointment, an extension will be necessary. If no extension is requested, the appointment will automatically rollover to the next Commissioner in the rotation.

**Recommendation**

Staff recommends the Commission make an appointment to fill the vacancy on the Parks and Recreation Advisory Board.

**REQUESTED CITY COMMISSION ACTION:**

Appoint/Reappoint

Department: City Manager

Presenter: Mike Steigerwald

**Attachment(s):**

1. Appointments by Seat 12-07-2021
2. (2021) 07-28-2021 PARAB and PAB Jaime Reyes Application (Osceola County Resident) Letter 7-30-2021
3. (2021) 04-20-2021 PARAB Application Randy Fisher (Non-City but County Eligible)
4. (2021) 03-19-2021 PARAB Application Scott Grenald (City Resident) (03-19-2021)
5. (2021) 12-26-2021 PARAB and PAB Seewdat (David) Anderson Application (County Resident, City Business) (12-26-2021)

## APPOINTMENTS BY SEAT

DATE: December 7, 2021

| Commission<br>Seat  | Board<br>(Position Filled)                                                               | Residency<br>Requirement                                                                                                                                                          | Appointment/<br>Extension<br>Expires | Request<br>Reappointment   |
|---------------------|------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|----------------------------|
| Seat # 1<br>Castano | <b>Parks &amp;<br/>Recreation<br/>Advisory Board</b><br><br>Hendrith Smith<br>(Resident) | 7 of 9 Members must be City<br>Residents<br><br>(Non-Residents must reside<br>in Osceola County)<br><br>Board: No member may<br>serve on any other appointed<br>board of the City | 1/18/2022                            | <b>No</b><br>(Resignation) |
|                     |                                                                                          |                                                                                                                                                                                   |                                      |                            |
|                     |                                                                                          |                                                                                                                                                                                   |                                      |                            |
|                     |                                                                                          |                                                                                                                                                                                   |                                      |                            |

**Linda Hansell**

**From:** notifications@zohoforms.com  
**Sent:** Wednesday, July 28, 2021 11:28 PM  
**To:** Melissa ZayasMoreno; CITY CLERK  
**Subject:** Advisory Board Application: Jaime Reyes  
**Attachments:** AdvisoryBoardMemberApplication.pdf; Jaime\_Resume\_1\_274672\_.doc

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

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A new advisory board application for Jaime Reyes has been submitted. The application has requested to serve on the following boards: (1) Parks & Recreation Advisory Board and (2) Planning Advisory Board.

|                                                                                                                                |                                                                                                                                                                                                                                                                                            |
|--------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Name                                                                                                                           | : Jaime, Reyes                                                                                                                                                                                                                                                                             |
| Address                                                                                                                        | : 3772 Eagle Isle cir., Kissimmee, FL, 34746, United States                                                                                                                                                                                                                                |
| Phone                                                                                                                          | : 4077662163                                                                                                                                                                                                                                                                               |
| Alternate Phone                                                                                                                | : 3216772517                                                                                                                                                                                                                                                                               |
| Email                                                                                                                          | : jreyes@vietrulife.com                                                                                                                                                                                                                                                                    |
| Name of Employer                                                                                                               | : Vietrulife Medical Clinic Spa                                                                                                                                                                                                                                                            |
| Employer City                                                                                                                  | : Kissimmee                                                                                                                                                                                                                                                                                |
| Business Phone                                                                                                                 | : 407-910-4040                                                                                                                                                                                                                                                                             |
| Please select an alternate advisory board you wish to serve on.                                                                | : Parks & Recreation Advisory Board                                                                                                                                                                                                                                                        |
| Please select the primary advisory board you wish to serve on.                                                                 | : Planning Advisory Board                                                                                                                                                                                                                                                                  |
| Are you a resident of the City of Kissimmee?                                                                                   | : Yes, I am a resident.                                                                                                                                                                                                                                                                    |
| Do you own or operate a business in the City of Kissimmee?                                                                     | : Yes, I own or operate a business in Kissimmee.                                                                                                                                                                                                                                           |
| Please list any community activities, including organizations for which you have volunteered or any boards you have served on. | : United Way volunteer                                                                                                                                                                                                                                                                     |
| Do you have any special skills or certifications?                                                                              | : station Sr. Manager "FedEx Ground", operations and logistics specialist, human resources, experience managing and oversees over 600 employees and contractors, clinical research coordinator and owner, medical clinic manager and owner, vacations sales call center manager and owner. |
| Are you a member of any of the following minority groups?                                                                      | : None of the above                                                                                                                                                                                                                                                                        |
| Are you physically disabled?                                                                                                   | : No, I am not physically disabled.                                                                                                                                                                                                                                                        |
| Please attach your resume or proof of qualification and/or licenses.                                                           | : Jaime_Resume_1_274672_.doc                                                                                                                                                                                                                                                               |

## City of Kissimmee Advisory Board Member Application

## Name \*

Jaime

First

Reyes

Last

## Address \*

3772 Eagle Isle cir.

Street Address

Kissimmee

City

FL

State/Region/Province

34746

Postal / Zip Code

United States

Country

## Phone \*

4077662163

## Alternate Phone

3216772517

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

## Email \*

jreyes@vietrulife.com

## Name of Employer \*

Vietrulife Medical Clinic Spa

## Employer City

Kissimmee

## Business Phone

407-910-4040

## Please select an alternate advisory board you wish to serve on. \*

Parks &amp; Recreation Advisory Board

## Please select the primary advisory board you wish to serve on. \*

Planning Advisory Board



## City of Kissimmee Advisory Board Member Application

**Are you a resident of the City of Kissimmee? \***

- ☒ Yes, I am a resident.
- ☐ No, I am not a resident.

**Do you own or operate a business in the City of Kissimmee? \***

- ☒ Yes, I own or operate a business in Kissimmee.
- ☐ No, I do not own or operate a business in Kissimmee.

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

United Way volunteer

**Do you have any special skills or certifications?**

station Sr. Manager "FedEx Ground", operations and logistics specialist, human resources, experience managing and oversees over 600 employees and contractors, clinical research coordinator and owner, medical clinic manager and owner, vacations sales call center manager and owner.

*Examples: Engineer, Contractor, Teacher, Historian, Tradesman, etc.*

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

- ☐ African American
- ☐ Asian American
- ☐ Hispanic American
- ☐ Native American
- ☐ American Woman
- ☒ None of the above

*Florida Statute encourages the diversification of various advisory boards and committees pursuant to Florida Statute 760.80. This chapter also requires annual reporting of the demographics of each advisory board or committee of the City.*

**Are you physically disabled?**

- ☐ Yes, I am physically disabled.
- ☒ No, I am not physically disabled.

*Florida Statutes requires the reporting under Chapter 780.80 of advisory board or committee members who are physically disabled.*

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



Jaime\_Resume\_1\_274672\_.doc

3772 Eagle Isle Cir.  
Kissimmee, FL 34746

## Jaime Reyes

Cell: (407) 766-2163  
Jreyes122091@gmail.com

### OBJECTIVE

To join a progressive organization where my experience and determination will be instrumental in the company's future as well as my personal development, and one that will allow me to apply and develop my interpersonal skills.

### EXPPERIENC

#### 2020 TO PRESENT VIETRULIFE MEDICAL CLINIC SPA

- *OFFICE MANAGER AND OWNER*

#### 2020 TO PRESENT VIDA CLINICAL RESEARCH

- *CLINICAL RESEACH COORDINATOR*

#### 2018 TO 2020 TRUE VACATIONS INC.

- *OPERATIONS MANAGER*
  - ✓ Hiring and terminate staff
  - ✓ Training and hold day to day results meetings
  - ✓ Quality Assurance of customer service and sales
  - ✓ Time keeping and scheduling vacations
  - ✓ Ensure weekly productivity goals are met
  - ✓ Human resources and individuals quarterly progress meetings

#### 2010 TO 2019 FEDEX GROUND

- *01/16/2016 – 2019 STATION MANAGER FEDEX GROUND*
  - ✓ Plans, organizes, staffs, directs, and controls the day-to-day operations of the sort.
  - ✓ Ensures the sort is running in accordance with established safety, quality, and service standards.
  - ✓ Ensure that cost and productivity goals are met.
  - ✓ Hiring and termination of staff.
  - ✓ Directs and guides the sort management team to ensure common understanding of operational updates and daily goals.
  - ✓ Ensures compliance with Company policy and federal, state, and local regulations.
  - ✓ Understand and administers all contractual agreements effectively, including vendor and Contracted Service Provider agreements, as necessary.

- **09/30/2010-01/15/2016 OPERATIONS MANAGER**

- ✓ Maintain supply and inventory of shipping packaging
- ✓ input and extract data from various systems to generate operations reports
- ✓ forward shipment paperwork for manifesting
- ✓ maintain all records and files
- ✓ provide administrative support to achieve highest service standards.

---

## **EDUCATION**

**AUGUST 2008-MAY 2009 CELEBRATION HIGH SCHOOL  
FL**

- High School Diploma

**AUGUST-2011 TO 2014 POLYTECHNIC UNIVERSITY OF**

- Degree in Business Administration

---

## **SKILLS**

- Bilingual (English and Spanish)
- Computer proficiency
- Certify in first aid and hazardous materials
- Achiever, multitasking, and time management
- Customer service
- Team player

**References Available Upon Request**

**Linda Hansell**

**From:** notifications@zohoforms.com  
**Sent:** Tuesday, April 20, 2021 3:13 PM  
**To:** CITY CLERK; Melissa ZayasMoreno  
**Subject:** Advisory Board Application: Randy G. Fisher  
**Attachments:** AdvisoryBoardMemberApplication.pdf; Randy\_G\_Fisher.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

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A new advisory board application for Randy G. Fisher has been submitted. The application has requested to serve on the following boards: (1) Parks & Recreation Advisory Board and (2) Parks & Recreation Advisory Board.

|                                                                                                                                |                                                                   |
|--------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------|
| Name                                                                                                                           | : Randy G., Fisher                                                |
| Address                                                                                                                        | : 78 W Cedarwood Circle, Kissimmee, Florida, 34741, United States |
| Phone                                                                                                                          | : 407-369-9973                                                    |
| Alternate Phone                                                                                                                | : 407-791-6906                                                    |
| Email                                                                                                                          | : rgf52@comcast.net                                               |
| Name of Employer                                                                                                               | : Retired from City of Kissimmee                                  |
| Employer City                                                                                                                  | : Retired - Parks & Recreation                                    |
| Business Phone                                                                                                                 | : 407-578-2501                                                    |
| Please select an alternate advisory board you wish to serve on.                                                                | : Parks & Recreation Advisory Board                               |
| Please select the primary advisory board you wish to serve on.                                                                 | : Parks & Recreation Advisory Board                               |
| Are you a resident of the City of Kissimmee?                                                                                   | : Yes, I am a resident.                                           |
| Do you own or operate a business in the City of Kissimmee?                                                                     | : No, I do not own or operate a business in Kissimmee.            |
| Please list any community activities, including organizations for which you have volunteered or any boards you have served on. | : N/A                                                             |
| Do you have any special skills or certifications?                                                                              | : 26 years Parks & Recreation Department knowledge                |
| Are you a member of any of the following minority groups?                                                                      | : None of the above                                               |
| Are you physically disabled?                                                                                                   | : No, I am not physically disabled.                               |
| Please attach your resume or proof of qualification and/or licenses.                                                           | : Randy_G_Fisher.pdf                                              |

## City of Kissimmee Advisory Board Member Application

**Name \***

Randy G.

First

Fisher

Last

**Address \***

78 W Cedarwood Circle

Street Address

Kissimmee

City

Florida

State/Region/Province

34741

Postal / Zip Code

United States

Country

**Phone \***

407-369-9973

**Alternate Phone**

407-791-6906

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

**Email \***

rgf52@comcast.net

**Name of Employer \***

Retired from City of Kissimmee

**Employer City**

Retired - Parks &amp; Recreation

**Business Phone**

407-578-2501

**Please select an alternate advisory board you wish to serve on. \***

Parks &amp; Recreation Advisory Board

**Please select the primary advisory board you wish to serve on. \***

Parks &amp; Recreation Advisory Board



## City of Kissimmee Advisory Board Member Application

**Are you a resident of the City of Kissimmee? \***

- ☒ Yes, I am a resident.
- ☐ No, I am not a resident.

**Do you own or operate a business in the City of Kissimmee? \***

- ☐ Yes, I own or operate a business in Kissimmee.
- ☒ No, I do not own or operate a business in Kissimmee.

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

N/A

**Do you have any special skills or certifications?**

26 years Parks & Recreation Department knowledge

*Examples: Engineer, Contractor, Teacher, Historian, Tradesman, etc.*

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

- ☐ African American
- ☐ Asian American
- ☐ Hispanic American
- ☐ Native American
- ☐ American Woman
- ☒ None of the above

*Florida Statute encourages the diversification of various advisory boards and committees pursuant to Florida Statute 760.80. This chapter also requires annual reporting of the demographics of each advisory board or committee of the City.*

**Are you physically disabled?**

- ☐ Yes, I am physically disabled.
- ☒ No, I am not physically disabled.

*Florida Statutes requires the reporting under Chapter 780.80 of advisory board or committee members who are physically disabled.*

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



Randy\_G\_Fisher.pdf





**CITY OF KISSIMMEE**  
**ADVISORY BOARD MEMBER APPLICATION**  
 (Please print or type all information)

Name: RANDY G. FISHER Date: 4/20/21

Address: 78 W. CEDARWOOD CIR City: Kissimmee State: FL

Zip Code: 34743 Home Telephone # ( 407 ) 369 - 9973

E-mail: RGF52@comcast.net Cellphone ( 407 ) 791 - 6906

Employer: RETIRED from City of Kissimmee

City: Kissimmee State: FL Zip Code: 34741

Business Telephone # ( 407 ) 518 - 2501

Are you a resident of the City of Kissimmee? ( ) Yes ( ☒ ) No

Do you own or operate a business in the City of Kissimmee? ( ) Yes ( ☒ ) No

Are you a member of any of the following minority groups: (FL State Statutes 760.80)

( ) African-American ( ) Asian ( ) Hispanic ( ) Native American  
 ( ) American Woman ( ) Physically Disabled Person

Do you have any special skills or certification? NO  
 (Example: Engineer, Contractor, Teacher, Historian, Tradesman, etc.)

I am interested in serving on the following board(s):

1st Choice P&R ADVISORY BOARD 2nd Choice \_\_\_\_\_

Qualifications/Experience (You may attach a resume):

26 years PARKS & RECREATION Dept knowledge

Airport Advisory Board  
 Board of Adjustment  
 Building Trades & Examining Board  
 Charter School Advisory Board  
 Code Enforcement Board  
 Community Redevelopment Agency (2)  
 Fire Pension / Police Pension Boards  
 Flora Ridge Educational Facilities Board  
 Gateway Advisory Committee (County)

Greater Osceola Partnership for Economic  
 Prosperity (GOPEP)  
 Historic Preservation Board  
 Housing Advisory Board  
 Osceola County Historical Society  
 Osceola County Land Conservation Board  
 MetroPlan Citizen Advisory Committee  
 Parks & Recreation Advisory Board  
 Planning Advisory Board

**PLEASE RETURN TO:**

City Clerk's Office  
 101 Church Street  
 Kissimmee, FL 34741-5054  
 (407) 518-2308 FAX (407) 518-2260

**Linda Hansell**

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**From:** notifications@zohoforms.com  
**Sent:** Friday, March 19, 2021 7:25 AM  
**To:** CITY CLERK; Melissa ZayasMoreno  
**Subject:** Advisory Board Application: scott Grenald  
**Attachments:** AdvisoryBoardMemberApplication.pdf; New\_resume.docx

**Follow Up Flag:** Flag for follow up  
**Flag Status:** Flagged

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A new advisory board application for scott Grenald has been submitted. The application has requested to serve on the following boards: (1) Parks & Recreation Advisory Board and (2) Parks & Recreation Advisory Board.

|                                                                                                                                |                                                                                            |
|--------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|
| Name                                                                                                                           | : scott, Grenald                                                                           |
| Address                                                                                                                        | : 1821 Ironwood way, Kissimmee, FL, 34746, United States                                   |
| Phone                                                                                                                          | : 7862617592                                                                               |
| Alternate Phone                                                                                                                | :                                                                                          |
| Email                                                                                                                          | : scottbrian82@gmail.com                                                                   |
| Name of Employer                                                                                                               | : Dollar Star Consultants                                                                  |
| Employer City                                                                                                                  | :                                                                                          |
| Business Phone                                                                                                                 | :                                                                                          |
| Please select an alternate advisory board you wish to serve on.                                                                | : Parks & Recreation Advisory Board                                                        |
| Please select the primary advisory board you wish to serve on.                                                                 | : Parks & Recreation Advisory Board                                                        |
| Are you a resident of the City of Kissimmee?                                                                                   | : Yes, I am a resident.                                                                    |
| Do you own or operate a business in the City of Kissimmee?                                                                     | : No, I do not own or operate a business in Kissimmee.                                     |
| Please list any community activities, including organizations for which you have volunteered or any boards you have served on. | : 12 years on the Arts, Cultural and Special Events board in the city of North Bay Village |
| Do you have any special skills or certifications?                                                                              | :                                                                                          |
| Are you a member of any of the following minority groups?                                                                      | : None of the above                                                                        |
| Are you physically disabled?                                                                                                   | : No, I am not physically disabled.                                                        |
| Please attach your resume or proof of qualification and/or licenses.                                                           | : New_resume.docx                                                                          |



## City of Kissimmee Advisory Board Member Application

## Name \*

scott

First

Grenald

Last

## Address \*

1821 Ironwood way

Street Address

Kissimmee

City

FL

State/Region/Province

34746

Postal / Zip Code

United States

Country

## Phone \*

7862617592

## Alternate Phone

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

## Email \*

scottbrian82@gmail.com

## Name of Employer \*

Dollar Star Consultants

## Employer City

## Business Phone

## Please select an alternate advisory board you wish to serve on. \*

Parks &amp; Recreation Advisory Board

## Please select the primary advisory board you wish to serve on. \*

Parks &amp; Recreation Advisory Board

## City of Kissimmee Advisory Board Member Application

**Are you a resident of the City of Kissimmee? \***

- ☒ Yes, I am a resident.
- ☐ No, I am not a resident.

**Do you own or operate a business in the City of Kissimmee? \***

- ☐ Yes, I own or operate a business in Kissimmee.
- ☒ No, I do not own or operate a business in Kissimmee.

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

12 years on the Arts, Cultural and Special Events board in the city of North Bay Village

**Do you have any special skills or certifications?**

*Examples: Engineer, Contractor, Teacher, Historian, Tradesman, etc.*

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

- ☐ African American
- ☐ Asian American
- ☐ Hispanic American
- ☐ Native American
- ☐ American Woman
- ☒ None of the above

*Florida Statute encourages the diversification of various advisory boards and committees pursuant to Florida Statute 760.80. This chapter also requires annual reporting of the demographics of each advisory board or committee of the City.*

**Are you physically disabled?**

- ☐ Yes, I am physically disabled.
- ☒ No, I am not physically disabled.

*Florida Statutes requires the reporting under Chapter 780.80 of advisory board or committee members who are physically disabled.*

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



New\_resume.docx

**Scott B. Grenald**

Doral, FL

P: (786) 261-7592 (C)

E: scottbrian82@gmail.com

Profile

- Ten (10) years of food & beverage management and service experience
- Skilled supervisor, able to lead team members
- Good listener, quick learner, strong customer service skills
- Comfortable working well independently or a part of a team
- Available to work all shifts (preference for day shifts)

**FOOD & BEVERAGE EXPERIENCE**

**Burgerfi**, Miami Beach, FL

Mar. 2014 – Jan. 2016

*Supervisor/Manager*

- Assisted in cooking all orders.
- Prepped food needed for the day.
- Dealt with large amounts of money.

**Panera Bread**, Miami Beach, FL

Feb. 2013 – Dec. 2013

*Associate Food Service Trainer*

- Served more than 50 customers daily; building salads/sandwiches and plating orders.
- Promoted within five (5) months to Trainer position.

**Bagel Time**, Miami Beach, FL

June 2010 – Feb. 2013

*Kitchen Manager*

- Assisted chef on the grill, made salads and sandwiches
- Maintained inventory; ordering daily produce and bagels
- Updated menu as needed with new menu items and price changes

**Laurenzo's Farmers Market**, North Miami Beach, FL

Feb. 2007 – Aug. 2008

*Stocker*

- Responsible for unloading trucks and stocking the produce isles
- Responded to customer inquiries

**EVENT PLANNING EXPERIENCE**

Miami Dade College

Oct. 2004 – Oct. 2006

*Events Coordinator*

- Planned, coordinated and executed campus events from the Office of Student Life to student body
- Oversaw the planning and execution of logistics and operations for private meetings, conferences, road/trade shows and special events.
- Managed all sort of the event operations – The facility selection, contracting, pricing, transportation, accommodations, food and beverage selections and audio/visual service arrangements.

- Supervised production of events – Worked with event sponsors and internal/external teams on all aspects of planning the event.
- Planned the event floor plan and its budget and produced the event materials and accessories.

### **Joyce & Company**

Mar. 1992 – Nov. 2015

Help make centerpieces

Help with party set up

Made invitations

Proficient in Word, Excel and other MS Office products

### **Creative Memories**

Mar. 1992 – Nov. 2015

Help make centerpieces

Help with party set up

Made invitations

Proficient in word, excel, publisher, print shop

### Volunteer

**City of North Bay Village**, North Bay Village, FL  
2012

Nov. 2000 – Nov.

*Arts, Culture & Special Events Board*

- Citywide Event Planning, set-up and break-down for seasonal/holiday events

### Education & Licensing

**Miami-Dade College**

2001-2004

Studied Business Administration

**Miami Beach Senior High School**, Miami Beach, FL

*High School Diploma*

2000

Bartending, Fine Dining and Customer Service Certificate

2014

Restaurant Opportunities Centers United

Notary, Florida

**Linda Hansell**

---

**From:** notifications@zohoforms.com  
**Sent:** Sunday, December 26, 2021 10:33 PM  
**To:** Melissa ZayasMoreno; CITY CLERK  
**Subject:** Advisory Board Application: Seewdat Anderson  
**Attachments:** Kaieteurdave\_Resume.docx; AdvisoryBoardMemberApplication.pdf

**Follow Up Flag:** Flag for follow up  
**Flag Status:** Flagged

**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

A new advisory board application for Seewdat Anderson has been submitted. The application has requested to serve on the following boards: (1) Planning Advisory Board and (2) Parks & Recreation Advisory Board.

|                                                                                                                                |                                                                             |
|--------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|
| Name                                                                                                                           | : Seewdat, Anderson                                                         |
| Address                                                                                                                        | : 2550 Chapala drive, Kissimmee, FL, 34746, United States                   |
| Phone                                                                                                                          | : 4077385260                                                                |
| Alternate Phone                                                                                                                | :                                                                           |
| Email                                                                                                                          | : Kaieteurdave@gmail.com                                                    |
| Name of Employer                                                                                                               | : kaieteur Tropical Mist                                                    |
| Employer City                                                                                                                  | : Kissimmee                                                                 |
| Business Phone                                                                                                                 | : 4077385260                                                                |
| Please select an alternate advisory board you wish to serve on.                                                                | : Planning Advisory Board                                                   |
| Please select the primary advisory board you wish to serve on.                                                                 | : Parks & Recreation Advisory Board                                         |
| Are you a resident of the City of Kissimmee?                                                                                   | : Yes, I am a resident.                                                     |
| Do you own or operate a business in the City of Kissimmee?                                                                     | : Yes, I own or operate a business in Kissimmee.                            |
| Please list any community activities, including organizations for which you have volunteered or any boards you have served on. | : Caribbean association of Central Florida<br>Guyana Caribbean fusion board |
| Do you have any special skills or certifications?                                                                              | :                                                                           |
| Are you a member of any of the following minority groups?                                                                      | : Asian American                                                            |
| Are you physically disabled?                                                                                                   | : No, I am not physically disabled.                                         |
| Please attach your resume or proof of qualification and/or licenses.                                                           | : Kaieteurdave_Resume.docx                                                  |

## City of Kissimmee Advisory Board Member Application

## Name \*

Seewdat

First

Anderson

Last

## Address \*

2550 Chapala drive

Street Address

Kissimmee

City

FL

State/Region/Province

34746

Postal / Zip Code

United States

Country

## Phone \*

4077385260

## Alternate Phone

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## Email \*

Kaieteurdave@gmail.com

## Name of Employer \*

kaieteur Tropical Mist

## Employer City

Kissimmee

## Business Phone

4077385260

## Please select an alternate advisory board you wish to serve on. \*

Planning Advisory Board

## Please select the primary advisory board you wish to serve on. \*

Parks &amp; Recreation Advisory Board



## City of Kissimmee Advisory Board Member Application

**Are you a resident of the City of Kissimmee? \***

- ☒ Yes, I am a resident.
- ☐ No, I am not a resident. Tax District 300 (County Resident - LH 1/03/2022)

**Do you own or operate a business in the City of Kissimmee? \***

- ☒ Yes, I own or operate a business in Kissimmee.
- ☐ No, I do not own or operate a business in Kissimmee.

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

Caribbean association of Central Florida  
Guyana Caribbean fusion board

**Do you have any special skills or certifications?**

*Examples: Engineer, Contractor, Teacher, Historian, Tradesman, etc.*

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

- ☐ African American
- ☒ Asian American
- ☐ Hispanic American
- ☐ Native American
- ☐ American Woman
- ☐ None of the above

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**Are you physically disabled?**

- ☐ Yes, I am physically disabled.
- ☒ No, I am not physically disabled.

*Florida Statutes requires the reporting under Chapter 780.80 of advisory board or committee members who are physically disabled.*

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

 Kaieteurdave\_Resume.docx

# SEEW DAT ANDERSON

2550 Chapala Dr. Kissimmee, FL 407-738-5260

[Kaiteurdave@gmail.com](mailto:Kaiteurdave@gmail.com)

Dedicated business owner with a passion in the food industry for over 25+ years. Ability to plan and execute multiple food service/bar industry businesses at once. Driven by customer satisfaction and employee performance.

## EXPERIENCE

2005 – 2021

### KAIETEUR TROPICAL MIST RESTAURANT, KISSIMMEE FL

- Moved and created brand Kaiteur in Kissimmee, Florida
- Expanded customer base from New York city into Central Florida
- Provided donations/community service to local city and well as surrounding cities
- Build community base while maintaining restaurants food quality and customer service ratings.

1995 – 2005

### KAIETEUR RESTAURANT [1995], KAIETEUR EXPRESS[2000], QUEENS NY

- Designed, created and built Kaiteur franchise from the ground up
- Opened 3 franchises in Queens, New York in a 10 year span
- Designed logos, POS and service systems, created extensive menus as well as banquet/catering menus.
- Management responsibilities include ensuring legal compliance with food safety and storage regulations, payroll and employee staffing

## EDUCATION

JUNE 1980

### BERBICE HIGH SCHOOL

High school diploma achieved

## SKILLS

- Entrepreneur
- Team building
- Real Estate
- Community service
- Volunteer