



**MEETING AGENDA
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, NOVEMBER 21, 2023 AT 6:00 PM**

1. MEETING CALLED TO ORDER

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

3. PROCLAMATIONS AND SPECIAL PRESENTATIONS

3.A Swearing in ceremony for three new Police Officers

3.B Promotion ceremony for Police Sergeant and Corporal

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

5. PUBLIC HEARINGS

5.A Public Hearing - Adoption of Resolution to Amend the City's FY 2022-2023 Operating Budget

6. HEAR AUDIENCE

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

7. CONSENT AGENDA

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

7.A Rescue Unit Purchase 2024

7.B Change Order No. 1, Amendment to the Contract Price with American Persian Engineering & Construction, LLC (APEC) for the Construction of the Harbin Parking Modification Project.

7.C Approval to award the Lakefront Breakwater renovations to Votum Construction LLC

7.D Purchase and Sale Agreement for Kissimmee Charter Academy

7.E Approval to submit an Urban and Community Forestry Grant application for Lakefront Park

7.F Master Agreement for Citywide Mechanical, Electrical, and Plumbing Continuing Services

7.G Master Agreement for Construction Manager at Risk Continuing Services

7.H Master Agreement for Architectural and Engineering Continuing Services

7.I Second Amendment to the Interlocal Agreement between Osceola County and the City of Kissimmee regarding the provision of recreational programs at the Marydia Community Center

7.J Authorization to Purchase and Trade-In Pistols

7.K Approval to Adjust the Fiscal Year 2022-2023 Budget

7.L Federal Aviation Administration Grant Application for Air Traffic Control Tower Design

7.M Transfer Between the Charter School Fund and the General Fund

7.N Budget Approval for Aid to Private Organizations Account for Quality of Life Grant Program for FY23-24

7.O Purchase of Property from Osceola Mental Health, Inc. d/b/a/ Park Place Behavioral Health

8. DISCUSSION ITEMS

8.A Renewal of the Osceola Legislative Effort Agreement

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

9.B CITY ATTORNEY

9.C CITY COMMISSION

10. ADJOURNMENT

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

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

ITEM 3.A

Swearing in ceremony for three new Police Officers

Request

Swearing in and administering of oath for three new Police Officers

Explanation

Three new Police Officers have been hired as employees by the City of Kissimmee Police Department. Having the Officers sworn in at City Commission meetings serves as a formal introduction to the Mayor, City Commissioners, the citizens and the community. The procedure of swearing in new officers instills formality and professionalism at the start of their careers with the City of Kissimmee.

The new Police Officers to be sworn in are:

Javier A. Suarez Montalvo
Shane L. Rose
Brannon D. Hills

Department: Police
Presenter: Betty Holland

Attachment(s):

1. (s)Swearing Oath Police Officers - 11.21.23



CITY OF KISSIMMEE POLICE DEPARTMENT
8 NORTH STEWART AVENUE - KISSIMMEE, FLORIDA 34741 - 407.847.0176



November 21, 2023

I, Javier A. Suarez Montalvo, having been appointed to the rank of Officer, do hereby solemnly swear, and affirm, that I will support, defend, and obey the Constitution of the United States of America; the Constitution of the State of Florida; the Laws and Ordinances of the City of Kissimmee; the Rules and Regulations of the Kissimmee Police Department to the best of my ability. So help me God.

(Seal)

Javier A. Suarez Montalvo
Officer

ATTEST:

WITNESS:

City Clerk

Betty Holland
Chief of Police



CITY OF KISSIMMEE POLICE DEPARTMENT
8 NORTH STEWART AVENUE - KISSIMMEE, FLORIDA 34741 - 407.847.0176



November 21, 2023

I, Shane L. Rose, having been appointed to the rank of Officer, do hereby solemnly swear, and affirm, that I will support, defend, and obey the Constitution of the United States of America; the Constitution of the State of Florida; the Laws and Ordinances of the City of Kissimmee; the Rules and Regulations of the Kissimmee Police Department to the best of my ability. So help me God.

(Seal)

Shane L. Rose
Officer

ATTEST:

WITNESS:

City Clerk

Betty Holland
Chief of Police



CITY OF KISSIMMEE POLICE DEPARTMENT
8 NORTH STEWART AVENUE - KISSIMMEE, FLORIDA 34741 - 407.847.0176



November 21, 2023

I, Brannon D. Hills, having been appointed to the rank of Officer, do hereby solemnly swear, and affirm, that I will support, defend, and obey the Constitution of the United States of America; the Constitution of the State of Florida; the Laws and Ordinances of the City of Kissimmee; the Rules and Regulations of the Kissimmee Police Department to the best of my ability. So help me God.

(Seal)

Brannon D. Hills
Officer

ATTEST:

WITNESS:

City Clerk

Betty Holland
Chief of Police

ITEM 3.B

Promotion ceremony for Police Sergeant and Corporal

Request

Swearing in and administering of oath for newly promoted Police Sergeant Jonathan Padilla, Corporal Emerson Godin-Koehler, Corporal Patrick C. Smith, and Corporal Mario A. Cardenas.

Explanation

Jonathan Padilla was hired by the City on September 21, 2009, and has worked assignments in the Patrol, Special Operations, and Criminal Investigations Divisions, and Professional Standards Section.

Emerson Godin-Koehler was hired by the City on August 29, 2016, and has worked assignments in the Patrol, and Special Operations.

Patrick C. Smith was hired by the City on February 23, 2015, and has worked assignments in the Patrol, and Criminal Investigations Divisions.

Mario A. Cardenas was hired by the City on November 8, 2004, and has worked assignments in the Patrol, Special Operations, and Criminal Investigations Divisions.

Department: Police
Presenter: Betty Holland

Attachment(s):

1. (s)Swearing Oath Sergeant and Corporals - 11.21.23



CITY OF KISSIMMEE POLICE DEPARTMENT
8 NORTH STEWART AVENUE - KISSIMMEE, FLORIDA 34741 - 407.847.0176



November 21, 2023

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

(Seal)

Jonathan Padilla
Sergeant

ATTEST:

WITNESS:

City Clerk

Betty Holland
Chief of Police



CITY OF KISSIMMEE POLICE DEPARTMENT
8 NORTH STEWART AVENUE - KISSIMMEE, FLORIDA 34741 - 407.847.0176



November 21, 2023

I, Emerson Godin-Koehler, having been appointed to the rank of Corporal, do hereby solemnly swear, and affirm, that I will support, defend, and obey the Constitution of the United States of America; the Constitution of the State of Florida; the Laws and Ordinances of the City of Kissimmee; the Rules and Regulations of the Kissimmee Police Department to the best of my ability. So help me God.

(Seal)

Emerson Godin-Koehler
Corporal

ATTEST:

WITNESS:

City Clerk

Betty Holland
Chief of Police



CITY OF KISSIMMEE POLICE DEPARTMENT
8 NORTH STEWART AVENUE - KISSIMMEE, FLORIDA 34741 - 407.847.0176



November 21, 2023

I, Patrick C. Smith, having been appointed to the rank of Corporal, do hereby solemnly swear, and affirm, that I will support, defend, and obey the Constitution of the United States of America; the Constitution of the State of Florida; the Laws and Ordinances of the City of Kissimmee; the Rules and Regulations of the Kissimmee Police Department to the best of my ability. So help me God.

(Seal)

Patrick C. Smith
Corporal

ATTEST:

WITNESS:

City Clerk

Betty Holland
Chief of Police



CITY OF KISSIMMEE POLICE DEPARTMENT
8 NORTH STEWART AVENUE - KISSIMMEE, FLORIDA 34741 - 407.847.0176



November 21, 2023

I, Mario A. Cardenas, having been appointed to the rank of Corporal, do hereby solemnly swear, and affirm, that I will support, defend, and obey the Constitution of the United States of America; the Constitution of the State of Florida; the Laws and Ordinances of the City of Kissimmee; the Rules and Regulations of the Kissimmee Police Department to the best of my ability. So help me God.

(Seal)

Mario A. Cardenas
Corporal

ATTEST:

WITNESS:

City Clerk

Betty Holland
Chief of Police

ITEM 5.A

Public Hearing - Adoption of Resolution to Amend the City's FY 2022-2023 Operating Budget

Request

This request is for Commission approval to adopt a resolution amending the City's operating budget for 2022-2023.

Explanation

As detailed in the attached spreadsheet, the City received additional revenues from grants, donations, capital purchases, etc. that resulted in an overall increase of \$22,771,650 in the City's operating budget for FY 2022-2023. According to Florida Statute Section 166.214(4)(c), all budget adjustments that result in a change in total budget appropriations must be approved in the same manner as the original, adopted budget. Therefore, staff has compiled a schedule of all adjustments that have resulted in a change in the overall total budget.

Public notice of this hearing was given via an advertisement placed in the newspaper on November 19, 2023. Once approved, staff will adjust the final budget for FY 2022-2023 to reflect the changes included in Exhibit 1.

Recommendation

Staff recommends that the Public Hearing be held and that the Commission adopt the Resolution to amend the City's overall budget.

REQUESTED CITY COMMISSION ACTION:

Adopt

Department: Finance

Presenter: Tavia Ritchie

Attachment(s):

1. (S) Resolution for Final Budget Amendment FY 2023
2. Budget Adjustment Recap Year End FY23

**CITY OF KISSIMMEE, FLORIDA
RESOLUTION NO. -2023**

**A RESOLUTION AMENDING THE FINAL
BUDGET FOR FISCAL YEAR 2022-2023
INCREASING THE TOTAL APPROPRIATIONS
FROM SOURCES OTHER THAN AD VALOREM
TAXES.**

WHEREAS, Pursuant to Florida Statute Section 200.065, the City Commission of the City of Kissimmee, Florida adopted a final budget for fiscal year 2022-2023 on September 27, 2022, and

WHEREAS, Florida Statute Section 166.241(4)(c) requires that any amendments to the final budget that changes total appropriations must be adopted in the same manner as the original budget throughout the year but, no later than 60 days following the end of the fiscal year to be amended, and

WHEREAS, the City Commission duly noticed and held a public hearing on the budget amendment, and

WHEREAS, throughout fiscal year 2022-2023, the City received additional appropriations from sources other than ad valorem taxes, outlined in Exhibit 1 attached hereto, such as grants, donations, gifts, etc., and

WHEREAS, the City Commission wishes to accept these appropriations from other sources and amend its 2022-2023 budget to reflect the same,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KISSIMMEE, FLORIDA, IN LAWFUL SESSION ASSEMBLED:

SECTION 1. The City Commission of the City of Kissimmee, Florida hereby accepts the additional appropriations listed in Exhibit 1 attached and incorporated herein, offered from other sources; and declares that these additional appropriations be added to the final budget for fiscal year 2022-2023 and the budget instrument be amended to reflect the same.

SECTION 2. This Resolution shall take effect immediately upon its adoption.

Dated this 21st day of November 2023.

ATTEST:

Olga Gonzalez
Mayor-Commissioner

Linda S. Hansell
City Clerk

NOTICE OF BUDGET HEARING

The City of Kissimmee is adopting budget adjustments for FY 2022-2023. A public hearing to approve all adjustments will be held on

Tuesday, November 21, 2023 at 6:00 P.M.

City Hall, Commission Chambers

101 Church Street, Kissimmee, FL 34741

Budget Adjustments - All Funds

Fiscal Year Ending September 30, 2023

<u>Fund/Description</u>	<u>Amount</u>	<u>Funding Source</u>	<u>Fund/Description</u>	<u>Amount</u>	<u>Funding Source</u>
2023 Special Events Festival Series	\$ 10,000	Donations	Infrastructure Project	\$ 1,000,000	Federal Grant
Equipment	\$ 25,000	Transfer from Stormwater Fund	Total Community Development Block Grant Fund (111)	\$ 1,000,000	
Various Events	\$ 25,000	Kissimmee Utility Authority			
Infrastructure Project	\$ 182,500	Transfer from Law Enforcement Trust Fund			
Infrastructure Project	\$ 121,732	Transfer from Charter School Fund	Additional Funds	\$ 98,597	State Grant
Total General Fund (001)	\$ 364,232		Total State Housing Initiative Partnership Fund (112)	\$ 98,597	
Employee assistance	\$ 7,200	Transfer from General Fund	Victims of Crime Advocate Salary and Benefits	\$ 68,645	State Grant
Total GEO Assistance Fund (010)	\$ 7,200		Total Victims of Crime Act Grant Fund (114)	\$ 68,645	
			Equipment	\$ 26,220	Federal Grant
Shop with a Cop	\$ 1,000	Walmart	Total Justice Assistance Grant Fund (115)	\$ 26,220	
Total Other Police Revenues (015)	\$ 1,000				
Infrastructure Project	\$ 89,693	Transfer from Reserves	Community Garden	\$ 50,000	State Grant
Total Treasury Forfeiture Fund (024)	\$ 89,693		Total Federal Grants Fund (150)	\$ 50,000	
Infrastructure Project	\$ 200,000	Federal Grant (ARPA Funds)	Infrastructure Project	\$ 500,000	State Grant
Total ARPA Fund (032)	\$ 200,000		FL High Visibility Enforcement Safety Program	\$ 12,967	State Grant
			Haven Project	\$ 500,000	State Grant
Purchase of Building	\$ 12,000,000	Various Funding Sources	Infrastructure Project	\$ 500,000	State Grants
Operating Expenditures	\$ 316,493	Additional Revenues	Infrastructure Project	\$ 50,000	State Grants
Total The Haven Project Fund (034)	\$ 12,316,493		Equipment	\$ 10,929	State Grant
			Total State Grants Fund (151)	\$ 1,573,896	
Additional Operating Costs	\$ 250,000	Transfer from Reserves	Environmental Assessment	\$ 79,481	Federal & State Grant
New Personnel	\$ 201,981	Transfer from Reserves	Equipment	\$ 15,100	Transfer from Airport Reserves
Infrastructure Project	\$ 1,549,988	Transfer from Reserves	Infrastructure Project	\$ 110,000	State Grant
Total Building Fund (101)	\$ 2,001,969		Infrastructure Project	\$ 440,000	State Grant
			Airfield Electrical Vault	\$ 387,204	Federal Grant
Infrastructure Project	\$ 1,047,581	Transfer from Reserves	Taxiway Improvements	\$ 493,800	Federal & State Grant
Total Local Option Gas Tax Fund (103)	\$ 1,047,581		Total Airport Agreements (470)	\$ 1,525,585	
Purchase Equipment	\$ 415,027	Carryforward from Prior Year	Internship Program	\$ 5,000	State Grant
Vehicle Equipment	\$ 1,895,950	Transfer from Solid Waste Fund	Equipment	\$ 5,400	Transfer from Reserves
Purchase Equipment	\$ 34,131	Transfer from General Fund	Advertising	\$ 45,031	Experience Kissimmee
Total Local Option Sales Tax Fund (104)	\$ 2,345,108		Total Airport Operations Fund (461)	\$ 55,431	
			Total City Budget Adjustment	\$ 22,771,650	

ITEM 7.A

Rescue Unit Purchase 2024

Request

The Kissimmee Fire Department is requesting to have Excellance, Inc. manufacture a Rescue Unit utilizing a 2024 Freightliner M2 Chassis.

Explanation

The Kissimmee Fire Department is requesting to have Excellance, Inc. manufacture a Rescue Unit utilizing a 2024 Freightliner M2 Chassis. Purchasing the unit from Excellance, Inc. will ensure continuity within our fleet and will allow us to continue with our current remount program with this unit in future years and maintenance of the structural warranty on the truck. The purchase amount of this vehicle is \$358,760.79. The funding for this Rescue unit has been approved in the FY2023-24 budget, Project ST2402. This is a sole source project with Excellance, Inc., to maintain the continuity of our fleet.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10435206 506495	ST2402		\$600,000.00	\$358,760.79
10435206 506495	ST2402	Decrease	\$230,000.00	
10435206 506494	ST2402	Increase	\$230,000.00	

Financial Summary:

The new Rescue will be purchased using Project ST2402, Account 10435206 506495. \$230,000 of the remaining balance in Project ST2402 will be transferred from Account 10435206 506495 to Account 10435206 506494 to purchase the necessary equipment for the Rescue.

Recommendation

Staff recommends approval of this purchase using budgeted Sales Tax funding.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Fire

Presenter:

Attachment(s):

1. (S) Excellance Inc Addendum Signed by Vendor with Exhibits

City of Kissimmee

ADDENDUM TO EXCELLANCE, INC. (HEREINAFTER "VENDOR") PRICE QUOTE, ORDER FORM AND WORK ORDER

The City of Kissimmee's (hereinafter "CITY") purchase pursuant to the Price Quote, Order Form and Work Order, attached hereto and incorporated herein as Exhibit A, is conditioned upon the Vendor agreeing to the terms and conditions set forth herein. To the extent of any conflict with provisions in the Vendor's standard terms and conditions as set forth in Vendor's agreements, the provisions in this Addendum will prevail. Collectively, the attached agreements (including other terms or documents or information incorporated by reference) and this Addendum shall be referred to as "this Contract".

1. **PAYMENT.** CITY is a local governmental entity subject to the Local Government Prompt Payment Act, §218.70, *et seq.*, Fla. Stat. and payment by CITY shall be made in compliance with said Act. VENDOR agrees to invoice CITY no later than sixty (60) calendar days after the completion of the corresponding payment condition set forth in the agreement. CITY will not be obligated to make payment against any invoices submitted after such period. Payment shall not constitute acceptance. Original invoices shall be submitted and shall include: purchase agreement number from the Purchase Order, purchase order number, line item number, Order number, part number, complete bill to address, description of Software and Services, quantities, unit price, extended totals, and any applicable taxes or other charges. For payment, VENDOR must render original invoice to the City of Kissimmee, Finance Department, 101 Church Street, Kissimmee, Florida 34741.
2. **NON-APPROPRIATION.** All funds for payment by CITY under this Contract are subject to the availability of an annual appropriation for this purpose by the Kissimmee City Commission. In the event of non-appropriation of funds by the Kissimmee City Commission for the goods and/or services provided under this Contract, CITY will terminate this Contract, without termination charge or other liability, or other cost or expense on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods and/or services covered by this Contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Contract, Vendor on thirty (30) days prior written notice shall accept cancellation, but failure to give such notice shall be of no effect and CITY shall not be obligated under this Contract beyond the date of termination.
3. **LIABILITY.** All provisions that require the CITY to assume liability or to indemnify, defend or hold harmless are hereby deleted. The CITY does not intend to alter, extend or waive any defense of sovereign immunity to which it may be entitled under the Florida Constitution, §768.28, Fla. Stat. or otherwise provided. Neither party shall be liable for any indirect, consequential, exemplary, special, incidental, reliance or punitive damages (including lost business, revenue, profits or goodwill) arising in connection with this Contract. Vendor shall not be responsible for any loss or dissemination of City's data or materials unless it results from Vendor's willful misconduct, gross negligence, or negligence.
4. **DISPUTES.** All provisions requiring mandatory alternative dispute resolutions (including but not limited to arbitration or mediation) are hereby deleted. This Contract is to be construed and interpreted according to the laws of the State of Florida and all legal proceedings shall be filed in Osceola County, Florida. The statute of limitations set forth in the Laws of Florida shall apply.
5. **COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS.** The Parties shall comply with all Federal, State, County and Local laws, regulations,

ordinances, rules and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury, or loss. In any emergency affecting the safety of persons or property, Vendor shall act, at its discretion, to prevent threatened damage, injury or loss. Vendor is responsible for obtaining all necessary permits and licenses and the payment of any fees necessary for performance of this Agreement.

6. **WAVIER OF JURY TRIAL/AWARD OF ATTORNEY'S FEES.** It is mutually agreed by and between the Parties that each of the Parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Agreement. In any such action, each party shall be responsible for their own attorney's fees, including those incurred in appellate proceedings.
7. **NOTICE.** In the event of breach or termination, in addition to notice provisions set forth in this Contract, a copy of notice to the CITY shall be provided to the City Manager, 101 Church Street, Kissimmee, Florida 34741.
8. **ASSIGNMENT.** Vendor may neither assign nor factor any rights in nor delegate any obligations under this Contract or any portion thereof without the written consent of the CITY.
9. **FEDERAL AND STATE TAXES.** The City is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the City will provide an exemption certificate to the Vendor. The Vendor shall be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City. The Vendor shall be authorized to use the City's Tax Exemption Number in securing such materials.
10. **RECORDS LAW.** The City is a public agency subject to the Florida Public Records Law expressed in Chapter 1 19, Florida Statutes. Accordingly, to the extent that it is determined that Vendor is acting on behalf of City as provided under Section 119.011 (2), Vendor agrees to also comply with that law, specifically including to:
 - a. Keep and maintain public records that ordinarily and necessarily would be required by the City to perform the service.
 - b. If the City's Custodian of Records requests records from Vendor, Vendor shall provide the City's Custodian of Records with a copy of the requested records or provide City with access to inspect public records within a reasonable time at a cost that does not exceed the cost charged by the City of Kissimmee, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Vendor does not transfer the records to the City.
 - d. Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Vendor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a commercially reasonable format. Upon notice to Vendor of a request to inspect or copy public records relating to a City's contract for services, Vendor shall provide the records to the City or allow the records to be inspected or copied within a reasonable time.

- e. If Vendor does not comply with the City's request for records, such failure shall constitute a material breach and the Contract shall terminate upon notice by the City.
- f. A Vendor who fails to provide the public records to the City within a reasonable time may be subject to penalties under Florida Statutes §119.10.

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

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

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

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

12. **SCRUTINIZED COMPANIES CERTIFICATION.** By signing this Agreement, Vendor certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or engaged in a boycott of Israel; and, for bids, proposals or contracts for goods or services of one million (\$1,000,000) dollars or more, that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria, per Section 287.135, Florida Statutes. If City determines, using credible information available to the public, that Vendor has submitted false certification, City shall provide Vendor with written notice of its determination. Vendor shall have 90 days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. Failure to comply with this provision is a material breach of this Agreement, and City may choose to terminate the Agreement at its sole discretion.
13. **FOREIGN GIFTS AND CONTRACTS.** Vendor must comply with any applicable disclosure requirements in Section 286.101, Florida Statutes.
14. **SOCIAL, POLITICAL, OR IDEOLOGICAL FACTORS.** Pursuant to Section 287.05701, Florida Statutes, as may be amended, the City cannot give preference to

a Vendor based on the Vendor's social, political, or ideological interest.

- 15. PROHIBITED TELECOMMUNICATIONS EQUIPMENT.** Vendor represents and certifies that it and its applicable subcontractors do not and will not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR Sections 52.204-24 through 52.204-26. By executing this Agreement, Vendor represents and certifies that Vendor and its applicable subcontractors must not provide or use such covered telecommunications equipment, system, or services for any scope of work performed for the City for the entire duration of this Agreement. If Vendor is notified of any use or provisions of such covered telecommunications equipment, system, or services by a subcontractor at any tier or by any other source. Vendor must promptly report the information in 40 CFR Section 52.204-25(d)(2) to the City.
- 16. CORRECTION OF WORK.** If, in the judgment of City, work provided by Vendor does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, City reserves the right to require that Vendor correct all deficiencies in the work to bring the work into conformance without additional cost to City, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. City is the sole judge of non-conformance and the quality of workmanship.
- 17. INSURANCE.** During the term of the Agreement and any renewals, Vendor at their sole cost and expenses shall maintain insurance coverage as follows:
- a. **Workers Compensation:** Vendor will provide Worker's Compensation coverage for all employees at the site location. The limits will be statutory for Worker's Compensation and \$300,000.00 for Employers' Liability.
 - b. **Comprehensive General Liability:** Vendor will provide such coverage with limits of not less than \$1,000,000.00 per occurrence combined single limit for Bodily Injury and Property Damage including coverage for premises/operations, contractual liability, personal injury, explosion, collapse, underground hazard, products/completed operations, broad form property damage, cross liability and severability of interest clause. This policy of insurance must be written in an "occurrence" based format.
 - c. **Comprehensive Automobile Liability:** Vendor will provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000.00 per occurrence.
 - d. **Umbrella Insurance:** Vendor will provide an umbrella in excess to the coverage in paragraphs B), and C) of not less than \$1,000,000.00 per occurrence.
- 18. INDEMNIFICATION.** Vendor shall, at all times hereafter, indemnify, hold harmless and, at the option of City counsel, defend or pay for an attorney selected by City counsel to defend City, its Commission, officers, agents and employees from and against any and all claims, suits, actions, demands, causes of actions of any kind or nature, including all costs, expenses and attorneys fees, arising out of the negligent or wrongful act or omission of Vendor, its officers, agents, employees, servants, independent contractors or subcontractors.

Vendor shall inform City in advance of planned actions and/or conduct related to Vendor's handling of any such action or claim. City shall inform Vendor of any known

C.E.
11-13-23

restrictions, defenses or limitations that may arise or exist by reason of City being a governmental entity.

City shall not be liable for, and Vendor agrees to indemnify City against, any liability resulting from injury or illness, of any kind whatsoever, to Vendor's employees, agents, representatives, designees, or servants during the performance of the services, duties, and responsibilities contemplated herein.

The above indemnification provisions shall survive the expiration or termination of this Agreement.

- 19. NON-DISCRIMINATION.** Vendor shall not discriminate against any client, employee or applicant for employment because of race, age, color, religion, sex, sexual orientation, sexual preference, gender identity, national origin, physical or mental disability, marital status or medical status. Vendor shall comply with all applicable sections of the Americans with Disabilities Act. Vendor agrees that compliance with this provision constitutes a material condition to this Agreement, and that it is binding upon the Vendor, its successors, transferees, and assignees, for the period during which services are provided. Vendor further agrees to ensure that its independent contractors/subcontractors are not in violation of the terms of this provision.
- 20. INDEPENDENT CONTRACTOR AND RESPONSIBILITIES AS EMPLOYEE.** In the performance of this Agreement, Vendor will be acting in the capacity of an independent contractor and not as an employee, partner, joint venture, or associate of City. All employees of Vendor shall be, at all times, employees of Vendor under its sole discretion, and not an employee or agent of City. Vendor shall provide competent employees. City may require Vendor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable, and, whose continued employment on City property is not in the best interest of City.
- 21. NO THIRD PARTIES BENEFICIARIES.** This Agreement shall inure to the benefit of the Parties to this Agreement and is for the exclusive benefit of said Parties. This Agreement shall not be deemed to be made for the benefit of any other entity or person not so specified, including specifically but not limited to the selected Vendor.
- 22. PUBLIC ENTITY CRIMES.** In accordance with the Public Entity Crimes Act (§287.133, Florida Statutes) a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of General Services 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 the threshold amount provided in §287.017, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.
- 23. ANTITRUST VIOLATIONS; DENIAL OR REVOCATION UNDER SECTION 287.137, FLORIDA STATUTES.** Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or

C.E.
11-13-23

services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Agreement, Vendor certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Agreement. False certification under this paragraph or being subsequently added to that list will result in termination of this Agreement, at the option of the City consistent with Section 287.137, Florida Statutes, as amended.

24. WARRANTIES AND REPRESENTATIONS. Vendor represents that it is experienced, competent and qualified to perform the Work, services, duties, and obligations contemplated by this Agreement. Vendor has and shall maintain at all times during the term of this Agreement sufficient expertise and other resources to perform its Work, services, duties and obligations under this Agreement. Vendor holds and shall maintain at all times during the term of this Agreement all certifications as may be necessary to perform its work, services, duties and obligations under this Agreement. Further, Vendor warrants the ambulance purchased under this Agreement according to the terms and conditions set forth in Exhibit B, "Warranty Information," which is attached hereto and incorporated herein.

25. LIABILITY FOR FAILURE OR DELAY OF DELIVERY. Vendor shall not be liable for failure to deliver or delay in delivering any Product(s) covered by this Agreement where such failure or delay is due, in whole or in part, to any cause beyond the reasonable control of Vendor and which is not due to the negligence, gross negligence or intentional misconduct of Vendor.

IN WITNESS WHEREOF, the parties set forth above have set there hand and seal.

CITY:

CITY OF KISSIMMEE, a Florida municipal corporation

By: _____
Olga Gonzalez
Mayor

Date: _____

VENDOR:

Excellance, Inc

By: _____
Name: *Charlie Egger*
As Authorized Agent

Date: *11-13-2023*

Title of Attached Agreement: Excellance, Inc. Price Quote, Order Form and Work Order

EXHIBIT A
PRICE QUOTE, ORDER FORM AND WORK ORDER

EXCELLANCE, INC.

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

INVOICE NUMBER: FY2024N
INVOICE DATE: 10/10/2023
ORDER NUMBER:
ORDER DATE:
CUSTOMER NO.: 0000472

SOLD TO:

City of Kissimmee
Kissimmee Fire Department
101 Church Street
Suite 200
KISSIMMEE, FL 34741

SHIP TO:

NET 0

/NEW	EA	1.000	0.000	0.000	363,473.25	363,473.25
NEW UNITS						
Unit TBD: Excellance Type EHD Ambulance mounted on a 2024 Freightliner M2 Chassis.						
VIN: TBD						
/DISCOUNTS	EACH	1.000	0.000	0.000	4,712.46-	4,712.46-
SALES DISCOUNTS - NEW UNITS						
Excellance Discount for Pre-Payment.						

NET INVOICE: 0.00
LESS DISCOUNT: 0.00
FREIGHT:
SALES TAX: 0.00

INVOICE TOTAL

358,760.79

EXCELLANCE, INC.
453 Lanier Rd., Madison, Alabama 35758
1-800-882-9799

AQ version 23.2

10/10/2023 12:13

Quote # : **FY2024 New**

Quoted by: **JLP**

Excellance unit #: **TBD**

PRICE QUOTE, ORDER FORM and WORK ORDER

CUSTOMER: **City of Kissimmee Fire Department**
ADDRESS: **101 Church Street, Suite 200**
Kissimmee, FL 34741
TELEPHONE: **407.518.2222 / 630.991.7551 cell**
FAX:
E-MAIL: **joseph.leone@kissimmee.gov**
TECHNICAL CONTACT: **Deputy Fire Chief Joseph Leone**

" FILE NAME " : **Kissimmee FY2024 New**
DEALER: **Factory Direct**
ADDRESS: **453 Lanier Road**
CITY, STATE ZIP: **Madison, AL 35758**
TELEPHONE: **800.882.9799**
FAX: **256.772.8792**
SALESMAN: **Thomas Pugh**

This person is authorized to make any changes to the vehicle and/or contract that may affect the final design, configuration, and cost of the unit.

DATE GENERATED: **10/10/2023**

SALES SUMMARY

PROJECT MGR: **Jeff Plain**

COST OF UNIT: \$363,473.25

How "Cost of Unit" will be paid:

LESS PRE-PAYMENT DISCOUNT: (\$4,712.46)

DEPOSIT WITH ORDER: (\$358,760.79)

BALANCE DUE UPON DELIVERY: \$0.00

THIS ORDER IS VALID ONLY IF ACCEPTED BY **BOTH** PURCHASER AND EXCELLANCE WITHIN **60** DAYS OF: **10/10/2023**

- * REVIEW THIS DOCUMENT CAREFULLY. IT TAKES PRECEDENCE OVER ALL OTHER DOCUMENTS.
- * ANY ITEM NOT "SELECTED" ON THIS ORDER IS NOT 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.*
- * ALL ENGINEERING DRAWINGS MUST BE INITIALED BY THE CUSTOMER BEFORE WORK IS BEGUN AND BEFORE PARTS WILL BE ORDERED BY EXCELLANCE.

STATUS OF THIS ORDER

- (1) B. This order reflects the final contract. All items have been "priced", specifications and "drawings" of all items provided, all pre-construction data provided, and all questions have been answered.

ADDITIONAL TERMS AND CONDITIONS AT LINE # 3080 ARE INCORPORATED HEREIN BY REFERENCE.

APPROVED AND ACCEPTED BY:

CUSTOMER: _____ DATE: _____

TITLE: _____

DATE: _____ P. O. # _____

SALESMAN: _____ DATE: _____

This is not binding unless signed by an officer of Excellance.

EXCELLANCE: _____ DATE: _____

CHASSIS: STANDARD SPECIFICATIONS

The chassis model year shall be: 2024

The chassis engine shall be a diesel - powered engine.

(1) The cab for the chassis will be ordered using the following paint color code: Victory Red

(1) The chassis will be SUPPLIED BY EXCELLANCE. Customer FIN code: N/A

Note: Excellance is entitled to OEM concessions on any chassis supplied by Excellance.

EXTRA HEAVY DUTY CHASSIS

(1) EHD I - 96" x 166" box CA = 104"

Specify model of EHD chassis here: Freightliner M2

Model year: 2024

Engine type: CUM ISB 6.7

Horsepower: 260 HP

Transmission Type: Allison 2200 EVS

C.A. dimension: 104"

Other notes: 170" wb

CUSTOMER NOTES / SPECIAL REQUESTS regarding chassis

The chassis will be ordered with auto drain valve without heater. The chassis

will have a rear mount fuel tank that will need to be moved forward for proper clearance.

A customer supplied Kissimmee F.D. patch will be sewn into the headrest of each seat.

Fabricate & install diamond plate close out panels between the top and bottom steps.

The OEM step plates will be removed and replaced with fabricated step plates

made from grip strut and capped on each end.

Chassis is not to have the horn warning program for "park brake not set with door open".

CHASSIS: SPECIAL OPTIONS

The vehicle will be ready for delivery w/ electrical diagrams, cleaned, inspected, fuel tanks full, vehicle serviced, certified weight ticket, and copies of all warranties and owners manuals.

Air tanks installed by Excellance will have manual moisture relief valves.

CHASSIS: TIRE / WHEEL OPTIONS

OEM Steel-belted All-Weather Radial tires per chassis specifications

(1) * There is no spare tire for this ambulance chassis.

(1) * Hub and Lug Nut Covers: Chrome baby moon hub covers for front wheels and chrome high hat hub covers for rear wheels with chrome covers for all lug nuts.

CHASSIS: AIR HORN OPTIONS

Control switch to activate air horn to be located at:

(1) * Momentary switch on console in cab (in addition to driver's left foot control)

CHASSIS: EXTERIOR OPTIONS

(1) * Mud Flaps, 2 Rear

CHASSIS: INTERIOR CAB OPTIONS

(1) Cab floorboard to have rubber matting

CUSTOMER NOTES / SPECIAL REQUESTS

Safety Vision rear camera system with three cameras; one on the rear exterior body for reverse operation, one on the center trough panel in front of the rear headknocker

for the patient compartment (both P/N SV-620A-kit) and one on the cab passenger's side forward of the door. The 7" color LED monitor with built-in four port control box w/4 triggers will be mounted on the cab headliner between the sun visors. Order the longest cables available for the rear cameras.

CHASSIS ELECTRICAL SYSTEM: STANDARD SPECIFICATIONS

- (1) OEM auto-throttle, with on/off switch - EHD units only
- Module disconnect power switch
- OEM alternator(s) with internal regulator
- Back-up alarm, reverse activated

CHASSIS ELECTRICAL SYSTEM: INTERIOR CAB OPTIONS

- (1) Floor mounted console on Type I and EHD units
- (1) * Map / Binder case mounted on floor in cab
Specify number of sections for map / binder case here: 4
Specify width (in inches) between each partition here: Adjustable dividers
- (1) * DELETE "standard" Map Light on front console
- (1) Volt Meter with Dual USB port installed on console switch panel.
- (1) * Ignition security system, anti-theft device, Kussmaul Safety Lock 3

CUSTOMER NOTES / SPECIAL REQUESTS

The switches, indicator lights and digital volt meter will be installed in the cab headliner.
Add Dual USB-C 12 Volt on Cab Console.

MODULAR BODY: STANDARD SPECIFICATIONS

- All aluminum modular ambulance body with 1/4-inch thick aluminum corner extrusions
- (1) Module headroom shall be 72 inches for this unit.
- All aluminum framework with special anti-corrosion barrier applied to all fasteners, hinges, and components
- Aluminum exterior skin shall be .125" thick, attached by continuous welds at all seams and corners
- Aluminum exterior roof skin shall be .125" thick aluminum
- 3/4-inch thick composite floor with .063" aluminum subfloor insulated with Polystyrene foam planking
- Install .125" thick Aluminum overlay to the top of the Coosa Board floor
- 3 module entry doors and all exterior compartment doors insulated with 2" Styrofoam planking
- (1) Left rear door shall close with an automatic "slam latch"
- 2 key locking module entry door handles all keyed alike
- (1) Curbside entry door equipped with gas shock and nylon restraint strap to reduce opening and closing force
- Number of grabber / hold-open devices with gaskets: 2
- Polished extruded aluminum drip rails over all module entry doors and exterior compartment doors
- 1 set aluminum diamondplate stone guards for front of unit
- 1 set diamondplate rub rails with aluminum tubular support & plastic spacers off body
- 2 aluminum wheelwells
- (1) 1 set polished cast aluminum module fenderettes
- 1 diamondplate rear kick panel
- (1) 10 body mounting 5/8" diameter Grade 8 bolts w/ heavy duty wear point spacers & outrigger supports
- 1 custom-made aluminum diamondplate rear bumper with the following features:
- angled rear corners
- folding step built into bumper
- 1 dock bumper(s) each side of bumper
- All windows installed in the patient compartment come with "privacy glass"
- Fixed window for each rear entry door. Specify size: 12" x 36"
- (1) Fixed curbside entry door window. Specify size: 18" x 24"

MODULAR BODY: OPTIONS

- (1) * EHD Type I: Replace walk-thru feature with pass-thru sliding window and a cabinet with a hinged door below the pass-thru window

- 832 (1) * Modify roof structure to add additional tubing allowing module ceiling to be a flat
833 surface. Center trough pad will be replaced with a painted cover panel. The roof
834 of the module will be double insulated.
- 835 (1) * Modify L4 compartment into an upper and lower compartment. The Upper L4/1
836 compartment will house the HVAC system facing forward with lines being routed
837 around the front of the module to be ducted through the ceiling and at the front bulkhead.
- 838 (1) * Cabinet B and Cabinet D above the CPR seat shall be angled.

849			with pencil tray?	fixed or two-piece sliding
850 (1)	* Dry-erase board over squad bench:		no	fixed
851	Overall size of board to be:		24 x 36 inches	

CUSTOMER NOTES / SPECIAL REQUESTS

857 Ref Line #830: Pass thru will not have a sliding window, no shelf in G2. In lieu of doors
858 install a fabricated net secured with buckles. Kissimmee will store bags for bullet proof vests.
859 Front bulkhead cabinet "G1" shall have a 2" false wall with removable access plate on back
860 wall. The front bulkhead cabinet "F" shall be used for miscellaneous electrical components
861 with a removable panel at back wall.
862 Install a Ziamatic #3094-VS-24-11 electric step at the side entry door.

CAB / MODULE PAINT AND LETTERING: STANDARD SPECIFICATIONS

- 874 (1) * DELETION CREDIT: Do not paint the 4 outer wheels
875 Include one touch up paint kit for each color used
- 880 (1) * DELETION CREDIT: Delete Federal ambulance markings

PAINT OPTIONS

884 The cab for the chassis will be ordered and painted the following color code:
885 Color & Paint Number:
886 Victory Red

- 887 (1) * Paint entire module any color other than OEM white:
- 896 (1) * The paint finish will be hand glazed with a non-wax based product.
- 898 (1) * Metallic paint will not be used anywhere on this unit.

BELTLINE

- 914 (1) * DELETE standard 11" reflective beltline stripe

PINSTRIP

- 964 (1) * DELETION: No pinstripe tape AND no painted beltline to be applied by factory

REFLECTIVE "SCOTCHLITE" STRIPING

	Enter Code for Color:	Enter size in inches:
* Reflective stripe color # 1:	30	#680-10 White 1
* Reflective stripe color # 2:	30	#680-10 White 6
* Reflective stripe color # 3:	30	#680-10 White 1

CUSTOMER NOTES / SPECIAL REQUESTS

1018 Ref. line #1006 thru 1008: All three stripes shall start at the skirtline of the cab
1019 and module; approximately midway back on the vehicle the stripes will form a "hush pattern".
1020 Install a Chevron Stripe on the complete rear of the body including rear doors. The stripes
1021 will be alternating 6" Reflexite Red and Yellow. The lettering on the rear of the body will be
1022 installed directly on the paint in lieu of the Chevron stripes.
1023 Install Vision film with Customer logo on the exterior side of the rear door windows.
1024 Add 5% tint on the interior side of the windows on the rear doors.
1025 Supply and install (3) Silver Snap Frame Brackets (14"x14" interior dimensions).

LETTERING OPTIONS

- 1035 (1) Lettering to be provided and installed by Excellence is specified on an

attachment to this document AND priced below in "Customer Notes".

CUSTOMER NOTES / SPECIAL REQUESTS

Install Kissimmee Fire lettering and graphics package including logos on the cab doors.

EXTERIOR COMPARTMENTS: STANDARD SPECIFICATIONS

All exterior compartment doors insulated with 2" styrofoam

206 latch w/ key locking stainless steel 9000 series D-ring handles with gaskets (where possible)

Doors equipped with gas shocks to reduce opening and closing force

Machine louvered or plastic venting, as needed, in all exterior compartments

EXTERIOR COMPARTMENTS: OPTIONS

All aluminum unistruts to be welded into exterior compartments (no screws or rivets)

* Oxygen tank(s) shall be located in compartment L4 (Streetside Forward)

Compartment L1: (Streetside Rear)

* DELETE backboard storage from L1 compartment (no vertical dividers in L1).

Type of shelves in L1:	Quantity	Thickness of aluminum
Adjustable shelves with unistrut	0	0.125"
Fixed shelves	0	0.125"

* DELETE "inside" access for Tall L1

* Short L1 w/ additional interior cabinetry - optional for 146" & 166" modules

One standard LED light in compartment - to be door activated

* Door-activated flashing red LED warning light on interior of door

* Turtle tile plastic matting for compartment floor

* Specify the color for the Turtle tile or Dri-Deck: black

There shall be unistrut in the normal shelf location to allow for two coat hooks

(1) on each side forward and aft walls (see CAD)

The L1 will have unistrut to accommodate for the installation of two (2) SCBA bottle

brackets (Model # MWAB-03-5-SP Line 1446), Vulcan Streamlights (Line 2024) and customer

installed equipment brackets. Includes large unistrut 10" horizontally off of the floor at

the L1 back wall.

Compartment L3/1: (Outside electrical compartment for power distribution panel)

One standard LED light in compartment - to be door activated

* Key the exterior door latch for the L3/1 compartment differently from all other

* exterior compartment doors using a #545 lock and key (in lieu of the #1250 key).

Compartment L3/2: (Streetside Intermediate)

Type of shelves in L3/2:	Quantity	Thickness of aluminum
Adjustable shelves with unistrut	0	0.125"
Fixed shelves	1	0.125"

One standard LED light in compartment - to be door activated

* Door-activated flashing red LED warning light on interior of door

* Turtle tile plastic matting for compartment floor

* Specify the color for the Turtle tile or Dri-Deck: black

The L3/2 to have inside/outside access via a set of Polycarbonate sliders. The fixed

shelf will act as a floor to this area.

Compartment L4: (Streetside Forward)

Type of shelves in L4:	Quantity	Thickness of aluminum
Adjustable shelves with unistrut	0	0.125"
Fixed shelves	0	0.125"

One standard LED light in compartment - to be door activated

* Door-activated flashing red LED warning light on interior of door

* Turtle tile plastic matting for compartment floor

* Specify the color for the Turtle tile or Dri-Deck: black

L4 compartment shall be a total of 22" deep from the back side of the door jamb

face to the back wall of the compartment to accommodate for a Ferno model

#40 stair chair.

1205 Compartment R1: (Curbside Rear)

1222 (1) Tall R1 - standard on 166" & over boxes - includes short R2 unless deleted at

1225 (1) * Backboard storage in Tall R1. # of adjust. dividers: 2

Type of shelves in Tall R1:	Quantity	Thickness of aluminum
Adjustable shelves with unistrut	3	0.125"
Fixed shelves	0	0.125"

1231 (1) * Fixed vertical divider in R1.

1232 (1) Outside access for Tall R1

1235 (1) One standard LED light in R1 compartment - to be door activated

1237 (1) * Door-activated flashing red LED warning light on interior of door

1238 (1) * Turtle tile plastic matting for compartment floor

1242 * Specify the color for the Turtle tile or Dri-Deck: black

1245 Aft R1 compartment will house three backboards and one Ferno model #65 Scoop EXL stretcher.

1246 Install retaining strap (seat belt style) mid-level in front of the dividers in the R1 compartment.

1252

1254 (1) * DELETE Short R2 compartment

1279

1280 Compartment R4: (Curbside Forward)

1281 (1) Inside / Outside access for full height of R4 compartment

1292 (1) * Door-activated flashing red LED warning light on interior of door

1295 (1) Drug box storage in R4 shall have a locking Painted Aluminum

1296 (1) Cabinet beside the drug box storage in R4 will have inside / outside

1297 access with a non-locking Painted Aluminum

1298 The vertically-hinged doors will be individually latching doors

1308

Type of shelves in R4:	Quantity	Thickness of aluminum
Adjustable shelves with unistrut	2	0.125"
Fixed shelves	0	0.125"

1318 (1) One standard LED light in compartment - to be door activated

1321 (1) * Turtle tile plastic matting for compartment floor

1325 * Specify the color for the Turtle tile or Dri-Deck: black

1334

1417 (4) Number of exterior compartment(s) to be finished in Excellance texturized paint.

1418 Specify each compartment here: ALL - EXCEPT R4 which is to be finished white

1446 (2) * Zico brand SCBA bracket with safety strap. Location: L1 compartment

1447 Specify the bottle style / size for safety strap: TBD

1449 (5) * Enter number of restraint strap sets with quick-release buckle

1450 * Specify each compartment here: (2) L4 Fwd wall/(2) R4 Bottom/(1) L3/2 Sharps

1458 (1) * Electric door locks for module personnel & R4 doors

1462 If any module door has electric locks, \$151.82 is the cost for each exterior compartment.

1463

The following electric door locks...	...shall be activated by :	Location for separate switch:
All electric door locks	Cab door switches, rear tag frame, key fob	None

1468 Note: The additional charge for each separate switch: \$108.59

1470 (1) * Electric door locks to have remote control activation

1471 (1) * Concealed weatherproof override switch for electric door locks

1472 * Concealed override switch location: rear tag frame

1473

1474 CUSTOMER NOTES / SPECIAL REQUESTS

1475 Ref 1458 & 1459: the electric door locks will only be operational via the cab door switches,

1476 rear tag frame switch and the remote key fob. No switches will be installed inside the

1477 patient compartment. The L3/1 electrical compartment will NOT have an electric door

1478 lock.

1489

1491 PATIENT COMPARTMENT: STANDARD SPECIFICATIONS

1492

1493 Install clear polycarbonate throughout the unit.

1497 Full seam-welded NFPA-compliant anti-skid aluminum diamondplate stepwell with flush sweep-out design

1498 Door-activated flush-mounted stepwell light, LED

1499 3 interior entry door panels, aluminum painted white

1500 (1) Alternating red/white 10" reflective diagonal stripes on each Personnel Door

1505 Grab handles for module doors to be: 1.25" diameter seamless stainless steel

1506 (1) Grab handle(s) for the inside of the side entry door: 18" long

1508 (1) Grab handle(s) on each rear door inside the module: "L" shape 33" x 17.5"
 1509 Aluminum walls painted white
 1510 Aluminum ceiling finish painted white
 1511 (1) Insulation in the module walls and ceiling
 1513 Welded tubular aluminum cabinet framework with cabinet tubular faces painted white
 1514 Sliding medical cabinet doors of 1/4" polycarbonate with full height extruded aluminum handles
 1515 All cabinet interiors are to be painted white
 1516 Cabinets have Austin latches on hinged cabinet doors and Safety Pins on sliding doors (KKK compliant)
 1517 Cabinets will be labeled with their rated weight capacity
 1518 Streetside action area with solid surface counter top
 1519 The color for all counter tops will be: light gray w/ white & charcoal speckles
 1520 * OPTION: Specify each individual interior cabinet to have restocking feature
 1521 Cabinet "D" (over action area)
 1527 Action area shelf to have lip
 1528 Oxygen compartment shall have one polycarbonate hinged access door for "M" & "H" size cylinders
 1529 Squad bench w/vinyl covered padded split seat cushion and with a hinged lid
 1530 two 6-point seat belt harnesses: red
 1531 sets of patient restraint straps: 3 red
 1532 Squad bench to have a solid vinyl covered padded back rest and head rest
 1533 2 "No smoking oxygen equipped / Fasten your seatbelt" decals, one in cab and one in module
 1534 Removable wiring access panels, vinyl padded down the center of the ceiling w/ 1" x 2" tubular supports
 1536 (1) # of 96" x 1.25" diameter stainless steel overhead grab rails on 166" module: 2
 1539 1 CPR seat with vinyl covered padded seat and head protectors
 1540 CPR seat to have 6-point seat belt harness

CUSTOMER NOTES / SPECIAL REQUESTS

Retention straps (tethers) will be on all hinged interior cabinet doors.
 Fabricate an open 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. Includes a 110 VAC outlet in storage cubby
 for the bracket power cord. The storage cubby will be 14 1/2" w x 12 1/4" x 16"d.
 Fabricate, paint (texturized interior white) and install a bracket curbside, aft of squad bench.
 Bracket secured to wall tubes. Install trim lock across the bottom edge. A Ferno wall track
 will attach to the bracket to support LP15 Defibrillator bracket. (Both customer supplied)
 Purchase (2) Market Lab #1055 triple glove box holders (Cab & Door Caddy w/spacers).
 Add trimlock around the top and along the spacers to diminish noise.

PATIENT COMPARTMENT: OPTIONS

Painted white interior

* High back EMT Captains Chair (Bucket Seat) at Action Area w/ these features:

Built-in Child-Safety Seat?	Yes
# of seat belt harness points:	6
# of arm rests:	0 no arm rests

(1) * Swivel seat base (2-way swivel)(Child-Safety Seat)

(1) * Sewn upholstery

(1) * WISE brand

Type of IV holder	Quantity	Mounting location for IV holders:
Rubber shaft fold-down w/ velcro	1	head of primary cot
Rubber shaft fold-down w/ velcro	1	head of squad bench

(1) * Additional adjustable shelf (.090" aluminum) Cabinet "G"

Cabinet over Action Area to have...

(1) Sliding doors that are made of polycarbonate

(1) * Cabinet over squad bench (KKK requires 43+" between squad bench & cabinet)

(1) with dual sliding doors made of polycarbonate ("standard")

(1) * Cabinet over CPR seat (half-depth) (KKK requires 43+" between seat & cabinet)

(1) with dual sliding doors made of polycarbonate ("standard")

Location for additional cabinet:

* without restocking feature: Cabinet B2 w/vertically hinged door

CUSTOMER NOTES / SPECIAL REQUESTS

Cabinet J1 and J2 will have a fixed partition behind the Polycarbonate in both sections (see CAD).
Ref. 1662: Cabinet B2 will be installed in lieu of an aft action area with solid surface countertop. The cabinet will have a vertically hinged Polycarbonate door and one shelf.
Install customer supplied Ferno bracket for LifePak-15 at foot of squad bench just above the backrest. The bracket will be 2.25" from curbside wall and 6.5" from squad bench cabinet padding.
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 door that slides into a pocket.

BIO-HAZARD / TRASH CONTAINERS:

- (1) Two wall mounted Maxxim kits - each kit has one sharpes container and one trash container
(1) Maxxim kit(s) to be mounted by Excellance when customer picks up unit
(1) * Compartment in top of action area (L3/2 access) for sharpes and trash -
Trash with hinged, spring loaded polycarbonate lid; Sharpes to be without lid.
(1) * Small tilt-out compartment front face of squad bench: Sharpes
(1) * Excellance shall fabricate and mount an aluminum door caddy in the inside door panel of the side entry door which shall be capable of storing items such as paper towels, glove boxes, spray bottles and/or cleaning supplies.

CUSTOMER NOTES / SPECIAL REQUESTS

The top of the action area counter will have Red hinged lid for the recessed Sharps
Container Model #BD305344. The Sharps will have a hinged door in L3/2.
Install one of the Maxxim containers in the left rear door window frame using a fabricated bracket. Permanently remove the lock from the bracket to allow the trash container to drop in place. ***Ref. 1733: The door caddy will be per Kissimmee design.***
Install a fabricated "L" bracket in the sharpes storage area in the L3/2 compartment. The bracket will be 6.75" wide and allow 11.5" of clearance to the access door.
Install a customer supplied Med-Vault #5520 in the center of cabinet "C" (over CPR seat).
Cabinet "C" will be open (no doors). The Med-vault will have ignition/shoreline power supplied to it.

SEATING / UPHOLSTERY: OPTIONS

- Padded vinyl head protectors over module entryways, color coordinated to match interior
(1) Gray color for upholstery (Gray)
(1) Net at head of Squad Bench, standard 58" x 17" (Red unless specified in Customer Notes)

FLOOR COVERING: OPTIONS

- Heavy duty vinyl floor covering will be installed inside patient compartment
(1) * Lonseal / Lonplate II flooring (this flooring will extend up the side walls)

Type of floor selected above:	Floor color	Curbside wall covered in:
* Lonseal / Lonplate II flooring	421 Mica	Floor covering

Streetside wall covered in:
Floor covering

HANDRAILS / MOUNTING BRACKETS: OPTIONS

- (1) All handrails will be stainless steel, knurled, antimicrobial rails painted (powder coated) yellow.

COT / LITTER MOUNT: OPTIONS

The cot used in this unit will be a: (Brand) (Model)
Stryker Power Pro

The cot will be supplied by: Customer

The retention system will be supplied by: Customer

Purchaser / Customer agrees to idemnify and hold Excellance harmless for the installation of any cot retention system specified by the Customer that is not compliant with any governmental authority.

The mounting position for the cot shall be:

- (1) * Center mount for one cot
(1) Post and wheel cups will NOT be installed in the patient compartment.

1844 THE COT WILL BE SUPPLIED BY CUSTOMER

1845 THE RETENTION SYSTEM WILL BE SUPPLIED BY CUSTOMER

1849 Install a customer-supplied Stryker Power Load system (installation only).

1867 MODULE ELECTRICAL SYSTEM: STANDARD SPECIFICATIONS

1870 12 VDC electrical distribution system

1871 Color and function coded wiring

1872 GXL high temperature wiring insulation

1873 Automatic reset circuit breakers

1874 Heat shrink tubing on all terminals

1875 Lighted rocker switches

1876 Engraved backlit switch labels

1877 1 labeled power distribution panel will be located in the exterior L3/1 compartment

1879 Patient compartment control console with hinged access panels in action area

1880 12 VDC Medical outlets to be installed as follows:

Type of outlet:	Quantity	Location for outlet(s):
Cigarette	2	Action Area

1889 Magnetically controlled, hermetically sealed door switches

1891 "Module Entry Door Open" warning circuit w/ warning light in cab console

1895 Door activated exterior compartment lighting

1896 All of the dome lights located on the curbside to turn on to low intensity when

1897 module entry doors are opened and/or switch on cab console is activated

1898 All switches, indicators and control devices shall be labeled in accordance w/ current KKK-A-1822

1901 MODULE ELECTRICAL SYSTEM: OPTIONS

1903 1 Kussmaul #091-32 Load Manager / Sequencer.

1904 Load Manager and status indicator to be located in cab console.

1905 (1) Excellence will determine load manager circuits and sequence of priority.

1914 2 #RG58U coax antenna cables from center wiring trough to behind driver's seat

1929 * Location for origination of first "std" coax cable: module center trough

1930 * Location for termination of first "std" coax cable: behind the cab seat

1931 * Location for origination of 2nd "std" coax cable: module center trough

1932 * Location for termination of 2nd "std" coax cable: behind the cab seat

1942 (1) * Number of customer-provided two-way radios AND

1943 * scanners AND antenna mounted by Excellence. Installation charge:

* Brand & Model of first radio:	Motorola	APX8500
---------------------------------	----------	---------

1948 * Mounting location for:

Control Head location:

Cab Console	First radio	Cab Console below Siren
Action Area	Second radio	Cabinet F

1968 (1) * Three TruckLite LED # 80251C lights installed in center of module ceiling

1971 (1) Switch on EMT switch panel and switch ...

1972 (1) ... at side entry door.

1977 (1) TruckLite LEDs # 80162C EMT ("Standard" in action area)

1985 (1) Four 8-inch LED dome lights mounted in ceiling on streetside

1986 (1) Four 8-inch LED dome lights mounted in ceiling on curbside

1996 (1) * All ceiling lights to operate with two switches (one for streetside & one for curbside lights).

2024 (2) * Streamlight Vulcan to be electrical hard-wired orange color

2031 CUSTOMER NOTES / SPECIAL REQUESTS

2032 Ref. Line 1942: Install 40 amp Ignition & ground busses & 10 amp ignition buss in cabinet "F".

2033 Ref. Line 1942: Install 40 amp Ignition & ground busses & 10 amp ignition buss in console.

2034 Customer supplied laptop bracket in front console to be hardwired

2035 for battery power. The customer supplied radios will be ignition powered

2036 (they are to power off when the ignition is turned off). The customer supplied radio

2037		speaker will mount in the cab on the back wall above the pass through window.
2038		Ref 2024: The Streamlight Vulcan lights are C4 LED part number #44451. The
2039		lights will be mounted in the L1 compartment and will be battery powered.
2040		Dome lights on both sides should be on Low Intensity when the doors are open.
2048		
2049		125 VAC ELECTRICAL: STANDARD SPECIFICATIONS
2050		
2051		Location for each 125 VAC duplex receptacle (interior to be lighted; exterior to be weatherproof):
2052	(1)	aft of EMT panel
2053	(1)	pass-thru window (curbside)
2054	(1)	ALS Cabinet "H3"
2060		GFI circuit breaker box to be located: mounted in GFI box in electrical panel
2061		First GFI circuit breaker to be wired to: spare
2062		Second GFI circuit breaker wired to: spare
2063	(1)	* Do not connect chassis engine block heater to onboard 125VAC system.
2068		
2077		
2078		SHORELINE OPTIONS
2079		
2080	(1)	One 30 amp / 125 volt Twist Lock Shoreline Plug with
2081		weatherproof lift cover (with female Shoreline Input Adapter)
2089	(1)	* Ignition disable circuit to prevent engine ignition with shoreline connected.
2091		* Label above shoreline as follows: Utility Power
2114		
2125	(1)	* Shoreline to be mounted : Side of module forward of L4 hinge
2129		
2130		CUSTOMER NOTES / SPECIAL REQUESTS
2131		Ref. #2080: the shoreline will be a Non-auto eject 20amp.
2132		Ref. #2125: shoreline will be mounted aft of L3/2 compartment in the wheel well. Between
2133		the L3/2 and Wheel Well Light.
2140		
2142		125 VAC ELECTRICAL EQUIPMENT: OPTIONS
2143		
2148	(1)	DELETION CREDIT: Delete the "standard" on-board battery charger
2164		Specify the location for the inverter: aft section of L3/2 compartment
2171	(1)	* Vanner 1100 watt inverter (model LSC12-1100) with transfer switch WITH
2172		battery charger
2200		
2202		SCENE AND EXTERIOR LIGHTS: STANDARD SPECIFICATIONS
2203		
2204		2 backup lights wired to operate with rear scene / load lights
2205		Rear license plate bracket shall be recessed on rear of unit with light
2206		1 set of red rear turn marker lights on each side of module using:
2207	(1)	L.E.D. 4" round turn marker lights (part # 44350R)
2211		
2212		WORKLIGHTS / FLOODLIGHTS / SPOTLIGHT: OPTIONS
2213		
2214		The hand-held spotlight will be: recess-mounted on passenger side of front console
2215	(1)	Minimum 100,000 CP lamp handheld spotlight w/ momentary switch (Standard)
2225		
2229	(1)	* 2 Whelen 900 Super-LED work / scene lights (surface mount with chrome
2230		flange) on each side of module (in lieu of halogen lights).
2231		Work / scene light on curbside of module activated by side entry door.
2236	(1)	2 Whelen 900 (w/ flange) load / scene lights with 8-32 degree optic on rear wall of module.
2241	(1)	* 2 Whelen 900 Super-LED work / scene lights (surface mount with chrome
2242		flange) on rear wall of module.
2243		Rear lights activated when rear doors are opened or transmission is put into reverse.
2245		Note: Scene lights on rear of module will be deleted when rear light bar has scene light option.
2283		
2284		TURN SIGNAL / TAIL LIGHTS: OPTIONS
2285		
2286		Primary brake, turn signal & backup lighting
2287		

2288 The Primary brake, turn signal, and backup lights on the rear of the module will be:
 2289 600 series L.E.D. lights as turn signals set in a triple Horizontal Casting
 2290 600 series L.E.D. lights as brake lights set in a triple Horizontal Casting
 2291 600 series L.E.D. lights as backup lights set in a triple Horizontal Casting
 2305 (600) * One set of turn signals on front of module to be:
 2361 Any ICC lights not mounted on light-bar shall be mounted on front wall of module.
 2405 Any ICC lights not mounted on light-bar shall be mounted on rear wall of module.

GRILL LIGHTS / INTERSECTION LIGHTS

2436 **Grill Lights** shall be:

2437 (705) Whelen 700 Red L.E.D. w/o flange Lens color: clear

2441 (405) **Intersection Lights** on the driver's side shall be: Whelen 400 Red L.E.D. w/o flange

2442 (405) **Intersection Lights** on passenger's side shall be: Whelen 400 Red L.E.D. w/o flange

Lens color:

clear

clear

OTHER VISUAL WARNING LIGHTS: STANDARD SPECIFICATIONS

2480 Flashing light installed at the top center of front module wall shall be:

2481 (904) Whelen 900 series White LED with flange

2482 The color of the lens for this light is: clear

2485 Flashing lights in each upper corner of the front module wall (2 total) shall be:

2486 (901) Whelen 900 series Red LED w/ flange

2487 The color of the lens for this light is: clear

2490 * Install one additional flashing light on the side of the front wall of module.

2491 (904) This curbside light shall be: Whelen 900 series White LED with flange

2492 (904) This streetside light shall be: Whelen 900 series White LED with flange

2493 Color of curbside lens shall be: clear Color of streetside lens shall be: clear

2495 * Install a 2nd additional flashing light on the side of the front wall of module.

2496 (901) The curbside light shall be: Whelen 900 series Red LED w/ flange

2497 (901) The streetside light shall be: Whelen 900 series Red LED w/ flange

2498 Color of curbside lens shall be: clear Color of streetside lens shall be: clear

2500 Flashing lights in each upper corner of the curbside module wall (2 total) are:

2501 (901) Whelen 900 series Red LED w/ flange

2502 The color of the lens for this light is: clear

2505 Flashing lights in each upper corner of streetside module wall (2 total) are:

2506 (901) Whelen 900 series Red LED w/ flange

2507 The color of the lens for this light is: clear

2510 * **Wheel well lights** on each side of module (2 total) shall be:

2511 (701) Whelen 700 series Red LED w/ flange

2512 The wheel well light lens color is: clear

2514 Flashing lights in the upper corners of module rear wall (2 total) shall be:

2515 (901) Whelen 900 series Red LED w/ flange

2516 The color of the lens for this light is: clear

2524 * Install a set of flashing lights to operate as emergency warning lights to be
 2525 seen through the rear door windows when doors are open.

2526 (701) The curbside light shall be: Whelen 700 series Red LED w/ flange

2527 (701) The streetside light shall be: Whelen 700 series Red LED w/ flange

2528 Color of curbside lens shall be: clear Color of streetside lens shall be: clear

2536 * Install a set of flashing auxiliary lights to operate as brake lights when NOT in
 2537 emergency mode to be seen through rear door windows when doors are open.

2538 (901) Whelen 900 series Red LED w/ flange

2539									
2540						Flashing light installed at the top center of rear module wall shall be:			
2541	(702)					Whelen 700 series Amber LED w/ flange			
2543						Color for this lens shall be: clear			
2544									
2550	(1)					* DELETION CREDIT: Delete "standard" Whelen AFM-1660 flasher			
2551									
2552	(1)					The flash pattern for the emergency lights shall be programmed as specified by KKK.			
2553	(1)					The flash pattern for the emergency lights shall be custom programmed as			
2554						specified by the Customer in lieu of the standard flash pattern specified by KKK.			
2555									
2556						CUSTOMER NOTES / SPECIAL REQUESTS			
2557						Program "double fast flash" pattern for all LED warning light heads.			
2558						Ref. #2524: Wire the mid-level 700 red LED lights to also act as brake lights when			
2559						not in emergency mode. This will result in the 900 and 700 red LED mid-level			
2560						lights to act as brake lights when not in emergency mode.			
2565									
2566						MISCELLANEOUS WARNING LIGHTS: OPTIONS			
2567									
2568						WHELEN FLASHERS AND STROBE POWER SUPPLIES			
2570	(2)					* Flasher, UFM-8, 60 Watts (8 outlets) for: Emergency Lights			
2590									
2592						EMERGENCY AUDIBLE WARNING SYSTEM: OPTIONS			
2593									
2595						Siren tones to be programmed in "default" mode.			
2597	(1)					* DELETION CREDIT: Delete the Whelen hands free electronic siren			
2598	(1)					* Whelen 295HFSC9 Self-contained 200-watt dual amplifier w/ removable mic			
2599									
2617									
2618						Speaker Options			
2619									
2630	(1)					Two through-the-bumper speakers ("standard" for M2 Freightliner)			
2639									
2640						CUSTOMER NOTES / SPECIAL REQUESTS			
2641						Install a Whelen Howler siren/speaker system with a momentary switch on the cab console.			
2651									
2653						OXYGEN AND SUCTION SYSTEMS: STANDARD SPECIFICATIONS			
2654									
2655						Oxygen system plumbing with cylinder wrench chained in oxygen compartment			
2656									
2657						Tank Brackets: Options			
2658									
2659	(1)					* Oxygen tank(s) shall be located in compartment L4 (Streetside Forward)			
2662									
2665	(1)					* Zico "MultiVersal" restraint system with adjustable bracket for a "H" tank			
2674						1 oxygen regulator, 50 PSI			
2677									
2678						Oxygen Systems: Options			
2693						Ohio-Diamond type oxygen outlets. Select one of the following:			
2695	(1)					* 1 located at EMT panel, 1 at curbside, 1 in ceiling at head of primary patient	129.87		129.87
2700	(1)					* Enter # of additional Outlets w/ trim bezel, streetside 2nd outlet at EMT Panel			
2722									
2741									
2742						Vacuum System: Options			
2743									
2744						Scor suction system with 1 canister and lid, on-off power switch, 5-foot exhaust hose,			
2745						vacuum gauge and internal regulator (no vacuum outlet needed) - to be installed...			
2746	(1)					... aft of action area control panel on the streetside interior wall.			
2765									
2768									
2769						CUSTOMER NOTES / SPECIAL REQUESTS			
2770						There shall be 2" angles welded to the floor of the R4 compartment to create a			
2771						shelf with proper spacing to hold (3) "D" size O2 cylinders. Lower section of R4			

2772 to be made out of 1/8" flat aluminum - splatter painted gray. Two (2) seat-belt style
2773 retaining straps will be installed to hold the bottles down.

2782 HVAC SYSTEMS: STANDARD SPECIFICATIONS

2783 12 VDC multi-speed exhaust fan at rear of module
2784 1 static air intake at front curbside of module
2785 Floor-level return air plenum with replaceable filter for A/C-heat unit
2786

2788 HVAC SYSTEMS: OPTIONS

2789
2792 (1) * Discharge the HVAC system down the length of the patient compartment in
2793 the ceiling via the "center trough".

2861 EHD Medium-Duty Chassis

2862 NOTE: Is the Medium-Duty Chassis to be ordered with an
2863 OEM auxiliary engine mounted 12 VDC compressor? No
2864 If "Yes", then the following options are in addition to the auxiliary OEM chassis compressor.
2865 12 Volt HVAC systems:

2867 (1) Heavy duty combination heater / air conditioner system w / digital
2868 electronic thermostat with digital temperature display.
2869 (1) Under-body-mount auxiliary A/C condenser is standard for EHD units
2897

2898 CUSTOMER NOTES / SPECIAL REQUESTS

2899 Install a second A/C 12volt system to the patient compartment. The second system
2900 will have its own A/C compressor, thermostat, and underbody three fan condenser.
2901 The unit will be located in the L4/1 compartment.
2902 The compressors will be mounted under the chassis hood on a dual mount bracket.
2908

2910 FIRE EXTINGUISHER: OPTIONS

2911
2912 (2) 5# ABC fire extinguishers
2914 * Extinguisher mounting instructions: install at customer inspection
2935

2936 FACTORY PAID TRANSPORTATION

2937 Travel allowance for final inspection of the completed refurb. (3 people, 2 nights) 2,500.00
2938 Delivery of the completed unit to Kissimmee Fire Department. 1,500.00
2949

2950 DEALER PROVIDED AND/OR INSTALLED ITEMS

2951 The following items will be provided and/or installed by the Dealer:

2952
2954 Kissimmee Contingency Allowance - Funds to be used for changes/additions during 5,000.00
2955 the build process with prior approval from Kissimmee primary contact.
2969

2970 SPECIAL REQUIREMENTS and/or OUTSOURCED ITEMS:

2971 (to be provided by Excellence)
2972 Window tint on chassis brow (5%) and both driver and passenger windows (35%).
2995

2996 CUSTOMER SUPPLIED PARTS

2997 It is Excellence policy for all parts to be supplied by Excellence. The reasons for this policy
2998 are to allow Excellence: (1) to better engineer and manufacture the vehicle by obtaining the
2999 parts in advance, (2) provide better control over tracking the delivery of all parts and getting the
3000 part to the correct vehicle for which it is intended, and (3) it allows Excellence to better adhere to
3001 its production schedule. Disruptions in our production schedule are very costly and wasteful in
3002 terms of labor. Therefore, exceptions to this policy will result in a charge of \$250.00 **per part**
3003 supplied by any dealer or customer PLUS the appropriate labor charge for installing any such part.
3004 Note: Excellence does not warrant the installation of customer supplied parts installed by Excellence!
3005 Excellence waives the \$250 "parts charge" for two-way radio equipment, radio antenna, and cots.
3006
3007

3051 Payment Terms:

3052 Payment to be Cash Upon Delivery F.O.B. Excellence, Madison, Alabama.
3053

CHECKLIST

Send invoices to:

101 N. Church Street Suite 200

Kissimmee, FL 34741

(1) Enter "1" here if Excellance is to send an invoice for deposit / prepayment of: \$(358,760.79)

Specify to whom the MSO is to be assigned:

City of Kissimmee

The vehicle will be ready for delivery with electrical diagrams, cleaned, inspected, fuel tanks full, vehicle serviced, certified weight ticket, and copies of all warranties and owners manuals.

ADDITIONAL TERMS AND CONDITIONS FOR THIS CONTRACT

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, each change 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, at Excellance's sole election, of a \$250 charge for each change or addition that occurs after production begins on a vehicle.

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 Customer. All delivery dates are approximate unless otherwise indicated and are subject to and dependent upon the Customer furnishing all required information to Excellance in a timely manner.

Excellance shall not be liable for failure to deliver or delay in delivering any Product(s) covered by this order where such failure or delay is due, in whole or in part, to any cause beyond the reasonable control, or is without the gross negligence or intentional misconduct, of Excellance.

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 Customer cancels this order prior to Excellance beginning production on the unit(s) covered hereunder, then Excellance shall be entitled to receive from Customer the greater of (a) 20% of the contract price, or (b) all deposits paid by Customer hereunder. In the event Customer cancels this order after Excellance begins production on the unit(s) covered hereunder, then Excellance shall be entitled to receive from Customer the full contract price less the amount of money saved by Excellance by reason of the cancellation (e.g., actual costs incurred) plus 20% of the contract price.

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 Customer until Excellance (a) receives the MSO/title for the unit to be "traded in", and (b) has possession of the unit "traded in".

Customer agrees that in the event of any Action brought by Customer against Excellance, Purchaser shall not be entitled to recover any incidental or consequential damages as defined in the Uniform Commercial Code, including but not limited to indirect or special damages, loss of income or anticipated profits, or down-time, or any punitive damages.

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3143

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 Customer and Excellence.

No waiver of any term of this order shall be valid unless it is in writing and signed by an officer of Excellence. If any provision or part of any provision of this order shall be deemed to violate any applicable law or regulation, such invalid provision or part of a provision shall be inapplicable, BUT the remaining part of that provision and the remainder of this document shall continue to be binding and enforceable.

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.

EXHIBIT B
WARRANTY INFORMATION



EXCELLANCE

FAMILY OWNED AND OPERATED

[Home](#) [About Us](#) [Construction](#) [Vehicles](#) [Warranty](#) [Parts List](#) [Financing](#) [Blog](#)

WARRANTY

General Warranty Information

At Excellance, we build the finest quality ambulances in the industry, and we stand behind our products with the most comprehensive warranty available. Our employees take pride in their work and it shows in every emergency vehicle that we build.

We invite you to read our warranty and compare it to others available in the industry. We think you will find that there is no comparison.

Warranty "Quick Facts"

What is covered?

- 25 years – Body frame
- 25 years – Sub-floor structure
- 25 years – Exterior skin
- 25 years – Exterior compartments
- 25 years – Interior cabinetry
- 25 years – Squad bench framing
- 10 years – Main vehicle wiring harness and battery harness cable
- 10 years – Bosch relays
- 10 years – Circuit breakers
- 10 years – Voltmeters
- 10 years – Ammeters and shunts
- 10 years – Switches

Helpful Links

[Trade Shows](#)

[Dealer Information](#)

[Remount Services](#)

[Demos](#)

[Customer Updates](#)

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- 10 years – Battery disconnect switches
- 10 years – Solenoids
- 10 years – Diodes, rectifiers, and heat sinks
- 10 years – All terminal strips and Amp multi-pin electrical connectors
- 10 years – All wire terminals
- 10 years – Magnetic door switches
- 7 years – Paint: peeling, cracking, checking, loss of gloss, and any paint failure caused by improperly applied finishes
- 2 years – Molding and windows
- 2 years – Upholstery and flooring
- 2 years – Doors and door securing hardware

Excellance's warranty for the above items will be voided if there is any alteration to the part, physical damage, normal wear and tear, abuse and misuse, or failure to maintain the item. See Owner's Operating Manual and written warranty for details.

What is not covered?

Transportation expenses to or from any repair facility is the responsibility of the vehicle owner and is not covered by Excellance.

Vehicle chassis, chassis components (such as tires, belts, hoses, filters, light bulbs, etc.), and cab body are covered under warranty by the original equipment manufacturer.

All components and systems manufactured by others and installed by Excellance (excluding those individual parts specifically identified as being covered by Excellance) are covered by the representative system and component warranties of the manufacturer who made that system or component. Examples include, but are not limited to:

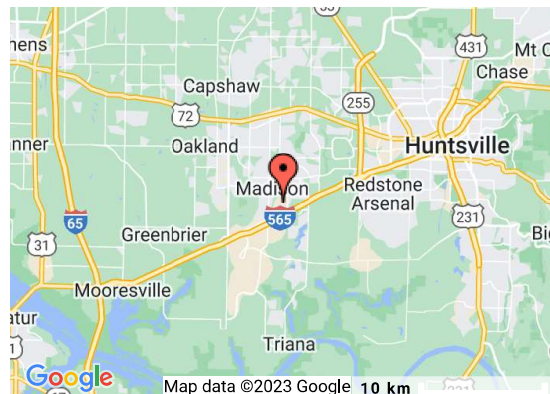
- Batteries
- Light Bars
- Third party electrical components and systems
- Electrical lighting systems, light bulbs, and flashers
- Alternators and alternator systems
- Chassis air conditioning systems
- Generators
- Sirens

- Inverters
- Auto ejects
- Power supplies
- Air ride systems

The individual manufacturers of these items should be contacted to file a warranty claim for these components and systems.

Get in touch with our sales team today! Schedule a
FREE Consultation.

GET STARTED TODAY!



EXCELLANCE, INC.

453 Lanier Road
Madison AL, 35758

Toll-free Phone: 1-800-882-9799

Phone: (256) 772-9321

Fax: (256) 772-8792

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ITEM 7.B

Change Order No. 1, Amendment to the Contract Price with American Persian Engineering & Construction, LLC (APEC) for the Construction of the Harbin Parking Modification Project.

Request

City Commission approval of Change Order No. 1 to increase the contract in the amount of \$89,980.00 for the cost associated with the re-design of a new drainage system, approximately 120ft of sidewalk reconstruction of existing sidewalk to meet ADA compliance along with Erosion and Sediment Controls required for the construction work.

Explanation

On January 18, 2023, the City approved Task Work Order No. 1 to provide contracting services for the construction of the Harbin Parking Modification Project in the amount of \$342,452.00. Soon after approving this work order, the contractor identified an unforeseen issue with the drainage structure and part of an existing sidewalk within the project limits that was not ADA-compliant. The department conducted a site visit with the Engineer of Record to confirm this issue and recommended incorporating this additional scope into the existing contract.

The construction work for the subject project was originally employed using the existing Continuing Services Contract between the City and APEC that was executed on June 21, 2022. Since this additional work falls under the same paving category and on-site contractor's mobilization, the City recommends completing the work using this same contractor, APEC.

This change order will cover the cost involved in the re-design and re-survey of the entire work as described above.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10345656-506393	GT2313		\$ 90,000.00	\$ 89,980.00

Financial Summary:

Adequate Funds are available.

Recommendation

Staff recommends City Commission approval for Change Order No. 1 under the Continuing Services Annual Contract for Milling, Resurfacing, and Minor Concrete Work with APEC, for the construction of the Harbin Parking Modification Project.

REQUESTED CITY COMMISSION ACTION:

City of Kissimmee

Approve

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. (S) Change Order #1 Harbin Parking Lot
2. Change Order No. 1 Proposal
3. Fully Executed Task Work Order No. 1
4. Fully Executed Agreement



CITY OF KISSIMMEE
PUBLIC WORKS & ENGINEERING
CHANGE ORDER FORM

Change Order#: 1

PO#: 23000726

DATE: 10/11/2023

PROJECT: Harbin Parking Modification Project

CONTRACT DATE: 1/18/2023

CONTRACTOR: American Persian Engineering & Construction, LLC

OWNER: City of Kissimmee

The following changes are hereby made to the CONTRACT DOCUMENTS:

The contractor brought to department's attention that a part of sidewalk was not in ADA compliance. The department conducted a site visit with Engineer of Record to confirm this issue and we recommend incorporating this additional scope on to the existing contract.

This change order will cover the cost involved for the re-design and re-survey of the entire work as described above.

Not Valid Until Signed By All Parties Listed Herein Below

ORIGINAL CONTRACT PRICE	\$ 342,452.00
CURRENT CONTRACT PRICE ADJUSTED by previous CHANGE ORDER	\$ 342,452.00
The CONTRACT PRICE due to this CHANGE ORDER will Increase by	\$ 89,980.00
The new CONTRACT PRICE including this CHANGE ORDER will be	\$ 432,432.00
ORIGINAL CONTRACT TIME	150 days
The new CONTRACT TIME due to this CHANGE ORDER will increase/decrease by	0 days
The new CONTRACT TIME including this CHANGE ORDER will be	150 days

This CHANGE ORDER constitutes full and mutual accord and satisfaction for the adjustments in CONTRACT TIME as a result of increases or decreases in cost and/or time of performance caused directly or indirectly from the change. Acceptance of this CHANGE ORDER by the Contractor constitutes an equitable adjustment to the Contract and the Contractor hereby waives all rights to file a claim on this CHANGE ORDER.

NOTE: This CHANGE ORDER and the Work affected thereby, is subject to all provisions of the original Contract not specifically changed by the CHANGE ORDER.

Accepted By: <u></u> (Signature)	Requested By: <u></u> City Project Manager (Signature)
Title/Position: <u>President</u>	Approved By: _____ City Manager (Signature)
Recommended By: <u></u> Randy Stagg City's Authorized Representative (Signature)	Approved By: _____ Mayor (Signature)
Approved By: <u></u> Director, PW&E (Signature)	City Commission Approval Date: _____ (If Required)
Approved as to Form and Legality: _____ City Attorney (Signature)	

American Persian Engineering & Construction LLC
 5401 S. Kirkman Rd, Orlando, FL 327819
 (407)6197888



Victor A. Aponte
Engineer II
Public Works & Engineering
City of Kissimmee

Project City Of Kissimmee Harbin Parking Modification and additions
Project location 1021 W. Oak St, Kissimmee, FL 34741
PM Victor A. Aponte
Prepared by Majid Foulai
Date 10/04/2023

Harbin Parking Lot Change Order #1						
No	Item	Description	Unit	Qty	Unit Price	Total
8	52	Optional Base Group 11 (6" Crushed Concrete)	Sq Yd	694	\$50.00	\$34,700.00
9	79	1.5" Asphalt 238 SY	Ton	80	\$400.00	\$32,000.00
11	108	Concrete Curb	LF	101	\$50.00	\$5,050.00
14	130	Detectable Warning Surface	SF	30	\$60.00	\$1,800.00
15	137	Sod	Sq Yd	117	\$30.00	\$3,510.00
16	143	Sign	EA	3	\$300.00	\$900.00
17	153	Temporary Paint	LF	218	\$14.00	\$3,052.00
19	188	Stop Bar 12"	LF	12	\$20.00	\$240.00
22	NIC	Ramp H/C	EA	2	\$1,800.00	\$3,600.00
24	NIC	Seal coat	Sq Yd	213	\$6.00	\$1,278.00
25	NIC	Wheelchair emblem	EA	1	\$250.00	\$250.00
34	NIC	Install Drainage Opening Open Flume	EA	1	\$1,500.00	\$1,500.00
37	NIC	Tree removal	EA	1	\$500.00	\$500.00
38	NIC	New Wheel Stop	EA	5	\$80.00	\$400.00
New	NIC	Miter End Section (18")	EA	1	\$1200.00	\$1,200.00
				TOTAL		\$ 89,980.00



**CITY OF KISSIMMEE
PUBLIC WORKS & ENGINEERING
WORK ORDER FORM**

Work Order #:

1

Purchase Order#:

DATE: 12/02/2022

Per the terms, conditions, and specifications of the City of Kissimmee purchasing policies and procedures, this work order is issued to APEC, LLC with the following described work as agreed upon and are hereby accepted and incorporated:

DESCRIPTION OF ASSIGNMENT: Construction Services for Harbin Parking Modifications project. Services includes all labor, equipments and materials to complete the project in accordance with the City of Kissimmee standard.

FORM OF COMPLETED DELIVERABLES:

Complete construction of the Harbin Parking lot modifications.

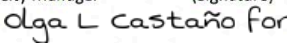
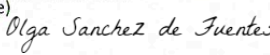
BASIS OF PAYMENT: Services shall be made on the basis of Total Quantities method in accordance with the Scope of Services, the total not to exceed \$342,452.00 without further authorization from the City of Kissimmee.

ESTIMATED DATE OF COMPLETION: This assignment shall be completed by 150 calendar days from the receipt of the official Notice to Proceed from the City.

FEE

1) Mobilization	\$ 27,621.00
2) Maintenance of Traffic	\$ 27,621.00
3) Silt Fence	\$ 6,300.00
4) Concrete Slab Removal	\$ 20,200.00
5) Removal of Existing Pavement (Demo Asphalt)	\$ 23,000.00
6) Excavation	\$ 32,400.00
7) Embankment 180 Cyd	\$ 9,000.00
8) Optional Base Group 11 (6" Crushed Concrete)	\$ 23,800.00
9) 1.5" Asphalt 238 SY	\$ 10,000.00
10) Ring Cover Adjustment	\$ 400.00
11) Concrete Curb	\$ 8,000.00
12) Concrete pad for temporary & Permanent dumpster	\$ 11,400.00
13) 6" Concrete	\$ 7,700.00
14) Detectable Warning Surface	\$ 1,200.00
15) Sod	\$ 15,720.00
16) Sign	\$ 300.00
17) Temporary Paint	\$ 7,000.00
18) Restriping 6" Thermo	\$ 20,900.00
19) Stop Bar 12"	\$ 240.00
20) 8' PVC Fence	\$ 1,600.00
21) Steel Bollards	\$ 6,000.00
22) Ramp H/C	\$ 3,600.00
23) Construction Entrance	\$ 2,500.00

24) Seal Coat	\$	3,000.00
25) Wheelchair Emblem	\$	250.00
26) Gate 18'	\$	2,500.00
27) S27A Throat Inlet	\$	5,000.00
28) Over excavate and back fill with Sand	\$	6,000.00
29) 12x18 RCP Pipe	\$	7,920.00
30) S-27	\$	5,000.00
31) 18" RCP	\$	16,000.00
32) S-28	\$	5,000.00
33) S-29 MH	\$	5,000.00
34) Install Drainage Opening Open Flume	\$	1,500.00
35) Temporary Access Road	\$	2,500.00
36) Pipe Connection	\$	2,500.00
37) Tree Removal	\$	1,500.00
38) New Wheel Stop	\$	1,280.00
39) Permit Fee	\$	1,000.00
40) Surveying	\$	5,000.00
41) As Built	\$	5,000.00
	\$	342,452.00
Contract Dollars:		\$ 342,452.00
NET Dollars for this Work Order/Addendum (Addition/Subtraction):		\$0.00
CONTRACT TOTAL DOLLARS:		\$342,452.00

Accepted By: 	Requested By: Victor A. Aponte	Digitally signed by Victor A. Aponte Date: 2022.12.13 12:06:09 -05'00'
(Signature)	(Signature)	
Title/Position: President	Approved By: 	(Signature)
	City Manager	(Signature)
Approved By: 	Approved By: 	
City Engineer	Mayor	(Signature)
Approved By: 	City Commission Approval Date: Jan 18, 2023	(If Required)
Director, PW&E		
Approved as to Form and Legality: 		
City Attorney	(Signature)	

AGREEMENT between CITY OF KISSIMMEE

And

American Persian Engineering & Construction, LLC

THIS AGREEMENT is made this 21st day of June, 2022 by and between the CITY OF KISSIMMEE, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741, hereinafter "City" and American Persian Engineering & Construction, LLC, whose business address is 5401 S. Kirkman Road #336, Orlando, FL 327819, hereinafter "Contractor" and each represents as follows:

WITNESSETH

WHEREAS, City advertised IFB 2022-002 Annual Contract for Milling, Resurfacing and Minor Concrete Work, attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, Contractor provides milling, resurfacing and minor concrete work services and was the lowest responsive and responsible bidder, a copy of said bid response is attached hereto and incorporated herein as Exhibit "B"; and

WHEREAS, City desires to award IFB 2022-002 to Contractor consistent with the terms and conditions and requirements of the bid specifications.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and value considerations, the receipt and sufficiency of which I hereby acknowledged, each Party hereby promises to the other as follows:

1. **RECITALS.** The foregoing recitals are true and correct and specifically incorporated herein.
2. **SPECIFICATIONS.** Contractor agrees to perform miscellaneous alternative paving methods on an as-needed basis on City premises and facilities. Work may include, but not limited to, milling, resurfacing, striping, micro-surfacing, reclaimed asphalt paving, concrete work, and sodding.
3. **WORKMANSHIP and WARRANTY.** Contractor agrees to furnish all material, labor, equipment and tools necessary to provide the contracted services in accordance with the Exhibit "A", Exhibit "B", any and all change orders, and this Agreement. Contractor agrees to provide these services in a professional manner in accordance with the standards outlined Exhibit "A". Contractor shall supervise the performance of work by employees who shall present a favorable image for the City at all times when working on City property.
4. **TERM.** The term of this Agreement shall commence on the date of execution and terminate on September 20, 2025. This Agreement may, by mutual written consent of the Parties, be

extended for two (2) additional twelve-month periods. City reserves the right to cancel this Agreement without cause on any and all locations.

5. **PAYMENT.** Payments to Contractor shall be made only upon submission of proof of satisfactory completion of the services, or the increment(s) thereof, for which payment is made. Contractor shall provide at the post award conference a payment schedule for work phases. Payment prior to initiation of the project and receipt by the City for services for which payment is invoiced is strictly prohibited. A payment will be made based on proof of satisfactory completion of each cycle. The amount of each payment will be based upon final contract payment schedule. Invoices shall provide details of all project expenses permitted in this Agreement. Upon review and approval of the Contractor's invoice and verification that services have been rendered in conformity with this Agreement, the City, through payment issued by the Public Works and Engineering Department, shall pay Contractor in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Contractor shall not apply any late charges, interest or penalties to any invoice or charges for services until 30 days from the City's receipt of the invoice. If this Agreement is terminated for convenience for any reason, then the Contractor shall be paid pro rata for all services performed, materials purchased, and administrative costs incurred, including lost profit, to the effective date of termination.
6. **BOND.** Contractor shall furnish City with a performance bond issued by a surety licensed to do business in the State of Florida prior to commencement of work in the amount of \$10,000.00.
7. **INSURANCE.** Contractor is required to submit to the City Certificates of Insurance naming the City as an additional insured. Said Certificate of Insurance shall also provide that at least thirty (30) days written notice shall be given to the City. During the term of the Agreement and any renewals, Contractor, at its sole cost and expense, shall maintain insurance coverage as follows:
 - A. **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.
 - 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.
 - 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. **Umbrella Insurance:** The Contractor will provide an umbrella in excess to the coverage in paragraphs B), and C) of not less than \$1,000,000.00.

8. **WORK ORDERS.** The City may issue subsequent modifications to the work order(s) for additional work that was not known or included in the Specifications that is found to be needed during the course of this Agreement and above the amount set forth in Exhibit "C." Contractor must seek approval from the City before performing any additional work. The City must provide the Contractor with written documentation of the modification to any work order within three (3) business days of verbal approval. Contractor is not obligated to perform additional work until written modification has been received from the City but may commence work based upon a reasonable assumption that written modification will be issued. Incidental additional work performed by the Contractor without City consent will be evaluated and considered for payment based upon the work's merit. If the City determines the incidental additional work was not included in the original scope of the project and required for the Contractor's uninterrupted performance in fulfillment of the contract, then the City will approve the Contractor's request for payment for incidental additional work.

9. **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate the Agreement in whole or part by giving the Contractor written notice at least thirty (30) days prior to effective date of termination. Upon receipt of termination from the City, the Contractor shall only provide those services specifically approved or directed by the City. All other rights and duties of the parties under the Agreement shall continue during such notice period, and the City shall continue to be responsible to the vendor for the payment of any obligation to the extent such responsibility has not been excused by breach or default of the Contractor.

Upon termination, Contractor shall bill the City for all amounts not previously billed and due to the vendor at that time. The vendor shall not be entitled to a profession fee nor expenses for any work commenced or expenses incurred after the notice of termination was received by the vendor, unless specifically approved or requested by the City. The Contractor shall however, be entitled to payment for services commenced and approved by the City prior to receipt of notice, or with the expressed written consent of the City, prior to the effective date of termination.

10. **TERMINATION FOR CAUSE.** If City wishes to terminate the Contractor for cause due to the failure of Contractor to perform as required under this Agreement and/or in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, then the City must provide the Contractor with written notice of said failure to perform. The City must give ten (10) working days from the Contractor's receipt of the Notice to Cure for the Contractor to cure or take reasonable action to commence to cure the performance concerns specified. If the Contractor does not take appropriate action within the ten (10) day period, the City may issue a Final Notice to Cure. The Contractor will have an additional five (5) working days from the receipt of the Notice to Cure to cure or take reasonable action to commence to cure before the City can terminate the Agreement. If the Contractor is terminated for cause, the Contractor may provide or employ any necessary labor and materials in lieu of Contractor to finish part or all of the work under the Agreement or to supplement the work of Contractor, and to deduct the cost

thereof from any money, then due or thereafter to become due to the Contractor; and if such cost shall exceed the balance due to Contractor, then the Contractor shall pay the difference to the City.

11. **BREACH.** Failure of Contractor or the City to perform the covenants, conditions, or provisions of the Agreement shall constitute a material default and breach of the Agreement. In the event of any default, the City has the right to terminate this Agreement immediately without notice to Contractor. In the event of any default of the City, except the payments required under the Agreement, Contractor may terminate this Agreement immediately without notice. If the City fails to timely pay the monies required under this Agreement, it has fifteen (15) days after written notice from Contractor to cure said default, unless the City disputes satisfactory performance of services.
12. **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. The 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. The 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. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract 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 City is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.
13. **INDEMNIFICATION/HOLD HARMLESS.** To the extent permitted by law, Contractor hereby releases and waives all claims against the City, its officers, employees, agents, independent Contractors for any injury or damaged to the person, property, or business of Contractor, its 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 the City or any other person. Nothing in the agreement shall

be construed as a waiver of the City's statutory sovereign immunity pursuant to Section 768.28, Florida Statutes.

Contractor agrees to indemnify and hold harmless the City, its agents, officers, employees against any and all claims, demand, cost, and expenses of every kind and nature, including reasonable attorney fees for the enforcement, defense, or appeals thereof arise from Contractor performance of the Agreement or any breach or default of Contractor.

14. **PUBLIC RECORDS.** Contractor specifically acknowledges the City's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, the Contractor shall keep and maintain public records required by the City and to comply with §119.071, F.S., shall:

- a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the services required under this Agreement;
- b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- d) Meet all requirements for retaining public records and transfer, at no cost to the City, all public records in possession of Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology system of the City.

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

15. **NON-ASSIGNMENT.** Contractor shall not assign, sell or transfer this Agreement or any portion hereof without receiving the written consent of the City. This Agreement is hereby deemed to be of a personal service contact nature, thus, subcontracting any portion of this Agreement is prohibited.

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 the City to insist upon strict performance in any one or more terms of this Agreement, nor any failure of the City to exercise any right or remedy under this Agreement shall constitute a waiver of any such term, right or remedy the City may have, or future rights to enforce compliance.
19. **NOTICES.** Notice under this Agreement shall be deemed effective when mailed, certified mail return receipt requested or when delivered personally at the parties address below:

Notice to CITY:

Natrevia Gradney-Mitchell, Public Works and Engineering Director
101 N. Church Street
Kissimmee, Florida 34741

Notice to Contractor:

Arman Pourmirza – President
5401 S. Kirkman Road #336
Orlando, Florida 32819

20. **ENTIRETY OF AGREEMENT.** This Agreement shall constitute the entire Agreement of the Parties. Any prior understanding or representations of any kind preceding the date of this Agreement shall not be binding on either Party except as incorporated herein.
21. **MODIFICATIONS.** Any modifications or additional obligations assumed by either Party shall be binding only if written and valued considerations exchanged.

(Signature page to follow)

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

CONTRACTOR

By: Arman Pourmouza

Title: President

Date: 6/9/22

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 09 day of June, 2022, by means of ☒ physical presence or ☐ online notarization, by Arman Pourmouza President for APEC, a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

Notary: Nandita Persaud

Print Name: Nandita Persaud

My Commission Expires: 08/27/2023



CITY OF KISSIMMEE

By: Olga Gonzalez
Olga Gonzalez, Mayor-Commissioner
Date: 6/21/2022

ATTEST:

Linda Hansell
Linda Hansell, City Clerk

Approved as to form a legal sufficiency:

Olga Sanchez on front
City Attorney



AMERPER-01

MTORRES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/9/2022

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

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

PRODUCER Jean Arthur Associates, Inc. 5626 Red Bug Lake Road Winter Springs, FL 32708	CONTACT NAME: PHONE (A/C, No, Ext): (407) 699-9930 FAX (A/C, No): (407) 699-5626 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE INSURER A : Ohio Security Insurance Company INSURER B : The Ohio Casualty Insurance Company INSURER C : Ace American Insurance Company INSURER D : INSURER E : INSURER F :	
INSURED AMERICAN PERSIAN ENGINEERING AND CONSTRUCTION LLC 5401 S Kirkman Rd Ste 210 Orlando, FL 32819	NAIC # 24082 24074 22667	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:		BLS60986450	2/12/2022	2/12/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		BAS64076536	2/12/2022	2/12/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0		USO60986450	2/12/2022	2/12/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 Completed Ops \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	XWS64648408	3/14/2022	3/14/2023	☒ PER STATUTE ☐ OTH-ER E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution Liability		G73604989-01	3/17/2022	3/17/2023	General Aggregate \$ 2,000,000
C	Pollution Liability		G73604989-01	3/17/2022	3/17/2023	Each Pollution Cond \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: IFB 2022-002 Alternative Paving Methods.

CERTIFICATE HOLDER

CANCELLATION

City of Kissimmee
Attn: Victor Aponte
101 Church Street, Suite 301
Kissimmee, FL 34741

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

AUTHORIZED REPRESENTATIVE

EXHIBIT “A”

EXHIBIT “B”

**** THIS SCHEDULE OF OFFERS SHOULD BE THE FIRST PAGE SUBMITTED
WITH YOUR BID ****
Bid IFB2022-002

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

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>COST</u>
1	TOTAL BID AMOUNT OF ITEMS 5 to 229	<u>\$22,962.00</u>
2	TOTAL BID AMOUNT OF ITEMS S-1 to S-9	<u>No Bid</u>
3	TOTAL BID AMOUNT OF ITEMS S-10 to S-15	<u>No Bid</u>
4	TOTAL BID AMOUNT OF ITEMS S-16 to S-26	<u>No Bid</u>
5	TOTAL BID AMOUNT OF ITEMS S-27 to S-29	<u>No Bid</u>
6	TOTAL BID AMOUNT OF ITEMS S-30 to S-32	<u>No Bid</u>
7	TOTAL BID AMOUNT OF ITEMS S-33 to S-35	<u>No Bid</u>
8	TOTAL BID AMOUNT OF ITEMS S-36 to S-38	<u>No Bid</u>
9	TOTAL BID AMOUNT OF ITEMS S-39 to S-41	<u>No Bid</u>
10	TOTAL BID AMOUNT OF ITEMS S-42 to S-47	<u>\$1,420.00</u>
11	TOTAL BID AMOUNT OF ITEMS S-48 to S-50	<u>No Bid</u>

ACKNOWLEDGMENT OF ADDENDA NO.(S) 1,2,3&4 (IF APPLICABLE)

(Signature)

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

AP We do not take exception to Specifications.

(initial)

We take exception to Specifications as follows:

(initial)

(attach additional sheets, if necessary)

COMPANY NAME American Persian Engineering and construction LC DBA APEC LLC
COMPANY ADDRESS 5401 S. Kirkman Rd #336,
Orlando, FL 32819

NOTE: OFFERS NOT RECEIVED IN DUPLICATE MAY BE REJECTED.

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

BY: _____

(signature)

Arman Pourmirza/ President

(typed name/title of signer)

DATE: 5/05/2022

EMAIL: Arman@Apec2.com

TELEPHONE NO.: (407)619 7888

FAX NO.: () _____

Attachment A

Local Vendor Affidavit of Eligibility

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

State of Florida
County of Osceola

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

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

American Persian Engineering and
(print name of company) construction LC DBA APEC LLC MEETS ALL CRITERIA AS
REQUIRED BY THE CITY OF KISSIMMEE TO QUALIFY FOR LOCAL VENDOR PREFERENCE.
Qualification documentation attached.

Signature of Affiant

. Arman Pourmirza
Typed/Printed Name of Affiant

. 5401 s. Kirkman Rd #336

. Orlando, FL, 32819
Address of Affiant

State of Florida
County of Orange

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

(Signature of Notary Public-State of Florida)

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

Attachment C

CITY OF KISSIMMEE ALTERNATIVE PAVING METHODS SCHEDULE OF UNIT PRICES

Mobilization/Maintenance of Traffic				
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	10.00%
2	Night Work Mobilization	1	%	10.00%
3	Maintenance of Traffic	1	%	10.00%
4	Maintenance of Traffic Nightwork	1	%	10.00%
Asphalt, Earthwork, and Concrete				
5	Inlet Protection System	1-25	EA	\$200.00
6	Inlet Protection System	26-50	EA	\$50.00
7	Inlet Protection System	51-100+	EA	\$50.00
8	Floating Turbidity Barrier	1-200	LF	\$200.00
9	Floating Turbidity Barrier	201-500	LF	\$150.00
10	Floating Turbidity Barrier	501-1000+	LF	\$50.00
11	Staked Silt Fence	1-200	LF	\$20.00
12	Staked Silt Fence	201-500	LF	\$20.00
13	Staked Silt Fence	501+	LF	\$5.00
14	Clearing and Grubbing	1	AC	\$3,000.00
15	Curb and Gutter Removal	1-200	LF	\$40.00
16	Curb and Gutter Removal	201-500	LF	\$35.00
17	Curb and Gutter Removal	501+	LF	\$30.00
18	Miscellaneous Concrete Removal	1-200	SY	\$40.00
19	Existing Pipe Removal	1-200	LF	\$35.00
20	Existing Pipe Removal	201-500	LF	\$30.00
21	Existing Pipe Removal	501+	LF	\$30.00
22	Removal of Existing Pavement	1-200	SY	\$25.00
23	Removal of Existing Pavement	201-500	SY	\$23.00
24	Removal of Existing Pavement	501+	SY	\$20.00
25	Roadway Excavation	1-200	CY	\$50.00
26	Roadway Excavation	201-500	CY	\$30.00
27	Roadway Excavation	501+	CY	\$30.00
28	Swale Grading	1-200	LF	\$30.00
29	Swale Grading	201-500	LF	\$25.00
30	Swale Grading	501+	LF	\$20.00
31	Embankment (Truckload)	1-200	CY	\$50.00
32	Embankment (Truckload)	201-500	CY	\$45.00
33	Embankment (Truckload)	501+	CY	\$40.00
34	Flowable Fill	1-9	CY	\$400.00
35	Flowable Fill	10-18	CY	\$350.00
36	Flowable Fill	19-27+	CY	\$300.00
37	Asphaltic Base Course	1-200	TN	\$400.00
38	Asphaltic Base Course	201-500	TN	\$250.00

39	Asphaltic Base Course	501+	TN	\$230.00
40	Optional Base Group 1	1-200	SY	\$50.00
41	Optional Base Group 1	201-500	SY	\$28.00
42	Optional Base Group 1	501-1000+	SY	\$25.00
43	Optional Base Group 4	1-200	SY	\$30.00
44	Optional Base Group 4	201-500	SY	\$28.00
45	Optional Base Group 4	501-1000+	SY	\$25.00
46	Optional Base Group 6	1-200	SY	\$30.00
47	Optional Base Group 6	201-500	SY	\$28.00
48	Optional Base Group 6	501-1000+	SY	\$25.00
49	Optional Base Group 9	1-200	SY	\$50.00
50	Optional Base Group 9	201-500	SY	\$45.00
51	Optional Base Group 9	501-1000+	SY	\$40.00
52	Optional Base Group 11	1-200	SY	\$50.00
53	Optional Base Group 11	201-500	SY	\$45.00
54	Optional Base Group 11	501-1000+	SY	\$40.00
55	Milling (1")	1-200	SY	\$20.00
56	Milling (1")	201-500	SY	\$18.00
57	Milling (1")	501-1000+	SY	\$15.00
58	Milling (1.5")	1-200	SY	\$25.00
59	Milling (1.5")	201-500	SY	\$23.00
60	Milling (1.5")	501-1000+	SY	\$20.00
61	Milling (2")	1-200	SY	\$25.00
62	Milling (2")	201-500	SY	\$23.00
63	Milling (2")	501-1000+	SY	\$20.00
64	Milling (3")	1-200	SY	\$25.00
65	Milling (3")	201-500	SY	\$23.00
66	Milling (3")	501-1000+	SY	\$20.00
67	Milling (4")	1-200	SY	\$25.00
68	Milling (4")	201-500	SY	\$23.00
69	Milling (4")	501-1000+	SY	\$20.00
70	Milling (5")	1-200	SY	\$25.00
71	Milling (5")	201-500	SY	\$23.00
72	Milling (5")	501-1000+	SY	\$20.00
73	Milling (6")	1-200	SY	\$25.00
74	Milling (6")	201-500	SY	\$23.00
75	Milling (6")	501-1000+	SY	\$20.00
76	Type III Asphaltic Concrete	1-200	TN	\$450.00
77	Type III Asphaltic Concrete	201-500	TN	\$425.00
78	Type III Asphaltic Concrete	501+	TN	\$400.00
79	Asphaltic Concrete Type "S-1"	1-200	TN	\$400.00
80	Asphaltic Concrete Type "S-1"	201-500	TN	\$350.00
81	Asphaltic Concrete Type "S-1"	501+	TN	\$300.00
82	Asphaltic Concrete Type "S-3"	1-200	TN	\$400.00
83	Asphaltic Concrete Type "S-3"	201-500	TN	\$350.00
84	Asphaltic Concrete Type "S-3"	501+	TN	\$300.00
85	Adjusting Manholes (Metal Riser Rings)	1-5	EA	\$400.00

86	Adjusting Manholes (Metal Riser Rings)	6-10	EA	\$300.00
87	Adjusting Manholes (Metal Riser Rings)	11-20+	EA	\$200.00
88	Adjusting Valve Boxes (Metal Riser Rings)	1-5	EA	\$400.00
89	Adjusting Valve Boxes (Metal Riser Rings)	6-10	EA	\$200.00
90	Adjusting Valve Boxes (Metal Riser Rings)	11-20+	EA	\$150.00
91	18" RCP CD - CI	1-200	LF	\$200.00
92	18" RCP CD - CI	201-500	LF	\$160.00
93	18" RCP CD - CI	501+	LF	\$140.00
94	Type "A" Curb	1-25	LF	\$60.00
95	Type "A" Curb	26-50	LF	\$55.00
96	Type "A" Curb	51-100+	LF	\$50.00
97	Type "B" Curb	1-20	LF	\$60.00
98	Type "B" Curb	26-50	LF	\$55.00
99	Type "B" Curb	51-100+	LF	\$50.00
100	Type "D" Curb	1-25	LF	\$60.00
101	Type "D" Curb	26-50	LF	\$55.00
102	Type "D" Curb	51-100+	LF	\$50.00
103	Type "E" Curb	1-25	LF	\$60.00
104	Type "E" Curb	26-50	LF	\$55.00
105	Type "E" Curb	51-100+	LF	\$50.00
106	Type "F" Curb	1-25	LF	\$60.00
107	Type "F" Curb	26-50	LF	\$55.00
108	Type "F" Curb	51-100+	LF	\$50.00
109	Valley Gutter	1-25	LF	\$70.00
110	Valley Gutter	26-50	LF	\$65.00
111	Valley Gutter	51-100+	LF	\$60.00
112	Traffic Separator - (4')	1-25	LF	\$120.00
113	Traffic Separator - (4')	26-50	LF	\$110.00
114	Traffic Separator - (4')	51-100+	LF	\$100.00
115	Traffic Separator - (6')	1-25	LF	\$130.00
116	Traffic Separator - (6')	26-50	LF	\$120.00
117	Traffic Separator - (6')	51-100+	LF	\$110.00
118	Traffic Separator - (width varies)	1-25	SY	\$130.00
119	Traffic Separator - (width varies)	26-50	SY	\$120.00
120	Traffic Separator - (width varies)	51-100+	SY	\$110.00
121	Concrete Sidewalk - (4" thickness)	1-100	SY	\$100.00
122	Concrete Sidewalk - (4" thickness)	101-250	SY	\$95.00
123	Concrete Sidewalk - (4" thickness)	251-500+	SY	\$90.00
124	Concrete Sidewalk - (6" thickness)	1-100	SY	\$120.00
125	Concrete Sidewalk - (6" thickness)	101-250	SY	\$110.00
126	Concrete Sidewalk - (6" thickness)	251-500+	SY	\$100.00
127	Concrete Sidewalk - (6" Thickness)	1-100	SY	\$120.00
128	Concrete Sidewalk - (6" Thickness)	101-250	SY	\$110.00
129	Concrete Sidewalk - (6" Thickness)	251+	SY	\$100.00
130	Detectable Warning Surfaces (Inset)	1-50	SF	\$60.00
131	Detectable Warning Surfaces (Inset)	51-100	SF	\$60.00
132	Detectable Warning Surfaces (Inset)	101+	SF	\$50.00

133	Detectable Warning Surfaces (Screwdown Retro-Fit)	1-50	SF	\$60.00
134	Detectable Warning Surfaces (Screwdown Retro-Fit)	51-100	SF	\$60.00
135	Detectable Warning Surfaces (Screwdown Retro-Fit)	101+	SF	\$50.00
136	Sodding (Bahia)	1-200	SY	\$40.00
137	Sodding (Bahia)	201-500	SY	\$30.00
138	Sodding (Bahia)	501+	SY	\$15.00
139	Sodding (Floritam)	1-200	SY	\$40.00
140	Sodding (Floritam)	201-500	SY	\$30.00
141	Sodding (Floritam)	501+	SY	\$15.00
142	Loop Assembly, F&I - Type B	1	AS	\$2,000.00
Pavement Markings				
143	Install Sign (single post)	1-5	EA	\$300.00
144	Install Sign (single post)	6-15	EA	\$250.00
145	Install Sign (single post)	16-30+	EA	\$200.00
146	Install Sign (multi-post)	1-5	EA	\$450.00
147	Install Sign (multi-post)	6-15	EA	\$400.00
148	Install Sign (multi-post)	16-30+	EA	\$350.00
149	Reflective Pavement Markers (RPM's)	1-20	EA	\$20.00
150	Reflective Pavement Markings (RPM's)	21-60	EA	\$17.00
151	Reflective Pavement Markers (RPM's)	61-100+	EA	\$15.00
152	6" Solid Traffic Stripe (paint) (white)	1-200	LF	\$15.00
153	6" Solid Traffic Stripe (paint) (white)	201-500	LF	\$14.00
154	6" Solid Traffic Stripe (paint) (white)	501-1000+	LF	\$13.00
155	6" Solid Traffic Stripe (paint) (yellow)	1-200	LF	\$15.00
156	6" Solid Traffic Stripe (paint) (yellow)	201-500	LF	\$14.00
157	6" Solid Traffic Stripe (paint) (yellow)	501-1000+	LF	\$13.00
158	12" Solid Traffic Stripe (paint)	1-25	LF	\$16.00
159	12" Solid Traffic Stripe (paint)	26-50	LF	\$15.00
160	12" Solid Traffic Stripe (paint)	51-100+	LF	\$14.00
161	18" Solid Traffic Stripe (paint)	1-25	LF	\$18.00
162	18" Solid Traffic Stripe (paint)	26-50	LF	\$17.00
163	18" Solid Traffic Stripe (paint)	51-100+	LF	\$16.00
164	24" Solid Traffic Stripe (paint)	1-25	LF	\$20.00
165	24" Solid Traffic Stripe (paint)	26-50	LF	\$19.00
166	24" Solid Traffic Stripe (paint)	51-100+	LF	\$18.00
167	6" Skip Traffic Stripe (paint)	1-200	LF	\$15.00
168	6" Skip Traffic Stripe (paint)	201-500	LF	\$14.00
169	6" Skip Traffic Stripe (paint)	501-1000+	LF	\$13.00
170	6" Dotted Guide Lines (paint)	1-50	LF	\$15.00
171	6" Dotted Guide Lines (paint)	51-100	LF	\$14.00
172	6" Dotted Guide Lines (paint)	101-150+	LF	\$13.00
173	Directional Arrows (Paint)	1-10	EA	\$200.00
174	Directional Arrows (Paint)	11-50	EA	\$180.00
175	Directional Arrows (Paint)	51+	EA	\$160.00
176	Pavement Messages (Paint)	1-10	EA	\$200.00
177	Pavement Messages (Paint)	11-50	EA	\$180.00
178	Pavement Messages (Paint)	51+	EA	\$160.00

179	8" Solid Traffic Stripe (Paint)	1-200	LF	\$16.00
180	8" Solid Traffic Stripe (Paint)	201-500	LF	\$15.00
181	8" Solid Traffic Stripe (Paint)	501-1000+	LF	\$14.00
182	6" Solid Stripe/Extru. Thermo (white)	1-200	LF	\$20.00
183	6" Solid Stripe/Extru. Thermo (white)	201-500	LF	\$19.00
184	6" Solid Stripe/Extru. Thermo (white)	501-1000+	LF	\$18.00
185	6" Solid Stripe/Extru. Thermo (yellow)	1-200	LF	\$20.00
186	6" Solid Stripe/Extru. Thermo (yellow)	201-500	LF	\$19.00
187	6" Solid Stripe/Extru. Thermo (yellow)	501-1000+	LF	\$18.00
188	12" Solid Traffic Stripe/Extru. Thermo	1-25	LF	\$20.00
189	12" Solid Traffic Stripe/Extru. Thermo	26-50	LF	\$19.00
190	12" Solid Traffic Stripe/Extru. Thermo	51-100+	LF	\$18.00
191	18" Solid Traffic Stripe/Extru. Thermo	1-25	LF	\$22.00
192	18" Solid Traffic Stripe/Extru. Thermo	26-50	LF	\$21.00
193	18" Solid Traffic Stripe/Extru. Thermo	51-100+	LF	\$20.00
194	24" Solid Traffic Stripe/Extru. Thermo	1-25	LF	\$23.00
195	24" Solid Traffic Stripe/Extru. Thermo	26-50	LF	\$22.00
196	24" Solid Traffic Stripe/Extru. Thermo	51-100+	LF	\$21.00
197	6" Skip Traffic Stripe/Extru. Thermo	1-200	LF	\$20.00
198	6" Skip Traffic Stripe/Extru. Thermo	201-500	LF	\$19.00
199	6" Skip Traffic Stripe/Extru. Thermo	501-1000+	LF	\$18.00
200	6" Dotted Guide Lines/Extru. Thermo	1-50	LF	\$20.00
201	6" Dotted Guide Lines/Extru. Thermo.	51-100	LF	\$19.00
202	6" Dotted Guide Lines/Extru. Thermo.	101-150+	LF	\$18.00
203	Directional Arrows / Extru. Thermo.	1	EA	\$200.00
204	Preformed Symbol	1	EA	\$200.00
205	Pavement Messages / Extru. Thermo.	1	EA	\$200.00
206	8" Solid Traffic Stripe / Extru. Thermo	1-200	LF	\$22.00
207	8" Solid Traffic Stripe / Extru. Thermo	201-500	LF	\$21.00
208	8" Solid Traffic Stripe / Extru. Thermo	501-1000+	LF	\$20.00
209	Remove Ex. Pavement Markings(paint)	1-100	SF	\$15.00
210	Remove Ex. Pavement Markings(paint)	101-300	SF	\$14.00
211	Remove Ex. Pavement Markings(paint)	301-500+	SF	\$13.00
212	Rem. Ex. Pavement Markings(thermo)	1-100	SF	\$15.00
213	Rem. Ex. Pavement Markings(thermo)	101-300	SF	\$14.00
214	Rem. Ex. Pavement Markings(thermo)	301-500+	SF	\$13.00
TOTAL BID AMOUNT OF ITEMS 5 to 214 ABOVE				\$22,962.00
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
HOT-IN-PLACE (With Virgin Top Course) Asphalt Recycling				
215	Asphalt Recycling	1 - 10,000	SY	No Bid
216	Asphalt Recycling	10,001 - 50,000	SY	No Bid
217	Asphalt Recycling	50,001+	SY	No Bid
218	Recycling Agent	1 - 10,000	GAL	No Bid
219	Recycling Agent	10,001 - 50,000	GAL	No Bid
220	Recycling Agent	50,001+	GAL	No Bid
HOT-IN-PLACE (100%) Asphalt Recycling				

221	Base Course HIPR	1 - 10,000	SY	No Bid
222	Base Course HIPR	10,001 - 50,000	SY	No Bid
223	Base Course HIPR	50,001+	SY	No Bid
224	2" Complete HIPR	1 - 10,000	SY	No Bid
225	2" Complete HIPR	10,001 - 50,000	SY	No Bid
226	2" Complete HIPR	50,001+	SY	No Bid
227	Asphalt Recycling Agent	1 - 10,000	SY	No Bid
228	Asphalt Recycling Agent	10,001 - 50,000	SY	No Bid
229	Asphalt Recycling Agent	50,001+	SY	No Bid
TOTAL BID AMOUNT OF ITEMS 215 to 229 ABOVE				No Bid
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
Specialty Paving Methods				
1	Mobilization	1	%	No Bid
2	Night Work Mobilization	1	%	No Bid
3	Maintenance of Traffic	1	%	No Bid
4	Maintenance of Traffic Nightwork	1	%	No Bid
S-1	Rut Fill / Scratch Course (Micro)	1-50	TN	No Bid
S-2	Rut Fill / Scratch Course (Micro)	51-100	TN	No Bid
S-3	Rut Fill / Scratch Course (Micro)	101+	TN	No Bid
S-4	Single Micro Surface 20-24 lbs	1-10,000	SY	No Bid
S-5	Single Micro Surface 20-24 lbs	10,001 - 50,000	SY	No Bid
S-6	Single Micro Surface 20-24 lbs	50,001+	SY	No Bid
S-7	Double Micro Surface 30-34 lbs	1-10,000	SY	No Bid
S-8	Double Micro Surface 30-34 lbs	10,001 - 50,000	SY	No Bid
S-9	Double Micro Surface 30-34 lbs	50,001+	SY	No Bid
TOTAL BID AMOUNT OF ITEMS S-1 to S-9 ABOVE				No Bid
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	No Bid
2	Night Work Mobilization	1	%	No Bid
3	Maintenance of Traffic	1	%	No Bid
4	Maintenance of Traffic Nightwork	1	%	No Bid
S-10	Single Chip Seal -#89 Granite	1-10,000	SY	No Bid
S-11	Single Chip Seal -#89 Granite	10,001 - 50,000	SY	No Bid
S-12	Single Chip Seal -#89 Granite	50,001+	SY	No Bid
S-13	Double Chip Seal -#57 w #89 Granite	1-10,000	SY	No Bid
S-14	Double Chip Seal -#57 w #89 Granite	10,001 - 50,000	SY	No Bid
S-15	Double Chip Seal -#57 w #89 Granite	50,001+	SY	No Bid
TOTAL BID AMOUNT OF ITEMS S-10 to S-15 ABOVE				No Bid
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	No Bid
2	Night Work Mobilization	1	%	No Bid
3	Maintenance of Traffic	1	%	No Bid
4	Maintenance of Traffic Nightwork	1	%	No Bid
S-16	Full Depth Reclamation /6"-9"	1-10,000	SY	No Bid
S-17	Full Depth Reclamation /6"-9"	10,001 - 50,000	SY	No Bid

S-18	Full Depth Reclamation /6"-9"	50,001+	SY	No Bid
S-19	Full Depth Reclamation 9"-12"	1-10,000	SY	No Bid
S-20	Full Depth Reclamation 9"-12"	10,001 - 50,000	SY	No Bid
S-21	Full Depth Reclamation 9"-12"	50,001+	SY	No Bid
S-22	Cement for Reclamation	1	TN	No Bid
S-23	Emulsion for Reclamation	1	Gal	No Bid
S-24	Reclaimed Asphalt Paving (RAP)	1-10,000	SY	No Bid
S-25	Reclaimed Asphalt Paving (RAP)	10,001 - 50,000	SY	No Bid
S-26	Reclaimed Asphalt Paving (RAP)	50,001+	SY	No Bid
TOTAL BID AMOUNT OF ITEMS S-16 to S-26 ABOVE				No Bid
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	No Bid
2	Night Work Mobilization	1	%	No Bid
3	Maintenance of Traffic	1	%	No Bid
4	Maintenance of Traffic Nightwork	1	%	No Bid
S-27	Fog Seal	1- 10,000	SY	No Bid
S-28	Fog Seal	10,001- 50,000	SY	No Bid
S-29	Fog Seal	50,000+	SY	No Bid
TOTAL BID AMOUNT OF ITEMS S-27 to S-29 ABOVE				No Bid
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	No Bid
2	Night Work Mobilization	1	%	No Bid
3	Maintenance of Traffic	1	%	No Bid
4	Maintenance of Traffic Nightwork	1	%	No Bid
S-30	Cape Seal	1- 10,000	SY	No Bid
S-31	Cape Seal	10,001- 50,000	SY	No Bid
S-32	Cape Seal	50,000+	SY	No Bid
TOTAL BID AMOUNT OF ITEMS S-30 to S-32 ABOVE				No Bid
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	No Bid
2	Night Work Mobilization	1	%	No Bid
3	Maintenance of Traffic	1	%	No Bid
4	Maintenance of Traffic Nightwork	1	%	No Bid
S-33	In-Place Recycling-Reconstrction	1- 10,000	SY	No Bid
S-34	In-Place Recycling-Reconstrction	10,001- 50,000	SY	No Bid
S-35	In-Place Recycling-Reconstrction	50,000+	SY	No Bid
TOTAL BID AMOUNT OF ITEMS S-33 to S-35 ABOVE				No Bid
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	No Bid
2	Night Work Mobilization	1	%	No Bid
3	Maintenance of Traffic	1	%	No Bid
4	Maintenance of Traffic Nightwork	1	%	No Bid
S-36	Crack Filling/Sealing	1-500	GAL	No Bid
S-37	Crack Filling/Sealing	501 - 1000	GAL	No Bid
S-38	Crack Filling/Sealing	1,001+	GAL	No Bid

TOTAL BID AMOUNT OF ITEMS S-36 to S-38 ABOVE				No Bid
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	No Bid
2	Night Work Mobilization	1	%	No Bid
3	Maintenance of Traffic	1	%	No Bid
4	Maintenance of Traffic Nightwork	1	%	No Bid
S-39	Asphalt Rejuvenator	1-50,000	SY	No Bid
S-40	Asphalt Rejuvenator	50,001 - 100,000	SY	No Bid
S-41	Asphalt Rejuvenator	100,001+	SY	No Bid
TOTAL BID AMOUNT OF ITEMS S-39 to S-41 ABOVE				No Bid
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	10.00%
2	Night Work Mobilization	1	%	10.00%
3	Maintenance of Traffic	1	%	10.00%
4	Maintenance of Traffic Nightwork	1	%	10.00%
S-42	Speed Hump W/ Curbing	1-50	FT	\$240.00
S-43	Speed Hump W/ Curbing	51-100	FT	\$240.00
S-44	Speed Hump W/ Curbing	101+	FT	\$230.00
S-45	Speed Hump No Curbing	1-50	FT	\$240.00
S-46	Speed Hump No Curbing	51-100	FT	\$240.00
S-47	Speed Hump No Curbing	101+	FT	\$230.00
TOTAL BID AMOUNT OF ITEMS S-42 to S-47 ABOVE				\$1,420.00
Item	Description	Estimated Quantity	Unit of Measure	Unit Price
1	Mobilization	1	%	No Bid
2	Night Work Mobilization	1	%	No Bid
3	Maintenance of Traffic	1	%	No Bid
4	Maintenance of Traffic Nightwork	1	%	No Bid
S-48	Slurry Seal	1-10,000	SY	No Bid
S-49	Slurry Seal	10,001 - 50,000	SY	No Bid
S-50	Slurry Seal	50,001+	SY	No Bid
TOTAL BID AMOUNT OF ITEMS S-48 to S-50 ABOVE				No Bid

**Quantities are not guaranteed. Final payment will be based on actual quantities.

NAME OF CONTRACTOR: _____





AMERPER-01

MTORRES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/9/2022

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

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

PRODUCER Jean Arthur Associates, Inc. 5626 Red Bug Lake Road Winter Springs, FL 32708	CONTACT NAME: PHONE (A/C, No, Ext): (407) 699-9930 FAX (A/C, No): (407) 699-5626 E-MAIL ADDRESS:														
INSURED AMERICAN PERSIAN ENGINEERING AND CONSTRUCTION LLC 5401 S Kirkman Rd Ste 210 Orlando, FL 32819	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : <u>Ohio Security Insurance Company</u></td> <td>24082</td> </tr> <tr> <td>INSURER B : <u>The Ohio Casualty Insurance Company</u></td> <td>24074</td> </tr> <tr> <td>INSURER C : <u>Ace American Insurance Company</u></td> <td>22667</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : <u>Ohio Security Insurance Company</u>	24082	INSURER B : <u>The Ohio Casualty Insurance Company</u>	24074	INSURER C : <u>Ace American Insurance Company</u>	22667	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A X	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:		BLS60986450	2/12/2022	2/12/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		BAS64076536	2/12/2022	2/12/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B X	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0		USO60986450	2/12/2022	2/12/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 Completed Ops \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	XWS64648408	3/14/2022	3/14/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution Liability		G73604989-01	3/17/2022	3/17/2023	General Aggregate 2,000,000
C	Pollution Liability		G73604989-01	3/17/2022	3/17/2023	Each Pollution Cond 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Project: IFB 2022-002 Alternative Paving Methods.

CERTIFICATE HOLDER

CANCELLATION

City of Kissimmee
 Attn: Victor Aponte
 101 Church Street, Suite 301
 Kissimmee, FL 34741

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

AUTHORIZED REPRESENTATIVE

EXHIBIT "C"



**CITY OF KISSIMMEE
PUBLIC WORKS & ENGINEERING
WORK ORDER FORM**

Work Order #:

Purchase Order#:

DATE:

Per the terms, conditions, and specifications of the City of Kissimmee purchasing policies and procedures, this work order is issued to _____ with the following described work as agreed upon and are hereby accepted and incorporated:

DESCRIPTION OF ASSIGNMENT:

FORM OF COMPLETED DELIVERABLES:

BASIS OF PAYMENT: Services shall be made on the basis of _____ method in accordance with the Scope of Services, the total not to exceed _____ without further authorization from the City of Kissimmee.

ESTIMATED DATE OF COMPLETION: This assignment shall be completed by _____ from the receipt of the official Notice to Proceed from the City.

TASK	FEE
1)	
2)	
3)	
4)	
5)	
6)	
7)	
	\$ -
Contract Dollars:	\$0.00
NET Dollars for this Work Order/Addendum (Addition/Subtraction):	\$0.00
CONTRACT TOTAL DOLLARS:	\$0.00

Accepted By: _____
(Signature)

Title/Position: _____

City Commission Approval Date: _____

Requested By: _____
(Signature)

Approved By: _____
(Signature)

Title/Position: _____

Approved By: _____
(Signature)

Title/Position: _____

ITEM 7.C

Approval to award the Lakefront Breakwater renovations to Votum Construction LLC

Request

Approval to award the Lakefront Breakwater renovations to Votum Construction LLC.

Explanation

The Parks and Recreation Department would like to renovate the breakwater with marine grade composite decking, marine grade pressure treated lumber walls and joists and stainless steel hardware to ensure a long-lasting and structurally sound project. The two wooden breakwater structures at the Kissimmee Lakefront need major repairs due to age, weather and storm damage. In collaboration with our procurement and facilities divisions, it was determined that this project can be successfully completed using one of the City's Continued Service contractors, Votum Construction, LLC in the amount of \$287,166.00.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10450106-506393	ST2311		\$300,000	\$287,166

Financial Summary:

Funds are available for this project in ST2311 project.

Recommendation

Approval to award the Lakefront Breakwater renovations to Votum Construction LLC.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Parks & Recreation

Presenter: Steve Lackey

Attachment(s):

1. Votum Quote - Breakwater Repair
2. Votum Construction Agreement_Jun-07-2023_completed



October 9, 2023



Public Works & Engineering
104 N. Alaska Ave. Kissimmee, Florida 34741
Office: 407.518.2515
Javier.romero@kissimmee.gov
Mr. Javier Romero
Acting Facilities Construction & Maintenance Manager

Re: Wood Decking & Wood members Replacement

Dear Mr. Romero,

We have evaluated the scope of work as discussed in our last meeting. This proposal includes a Summary of the projected costs as well as a breakdown as follows:

Installation of This represents an approximate budget based for the following scope of work:

- 1) Removal and disposal of decking on a 300' by 8' and 500' by 8' walkway.
- 2) Installation of 1"x6" Wear deck composite decking.
- 3) Marine grade pressure treated wood to replace any damaged wood as needed.
- 4) Stainless Steel Fasteners for all wood and decking.
- 5) Removal and disposal of 500' of 2" by 8" wood wall.
- 6) Replacement with marine grade pressure treated wood any 4" by 6" wall joists.
- 7) Rebuild wall with 2" by 8" pressure treated marine grade wood.

Total Base Budget Estimate(turn key) :

\$ 287,166.00

Two Hundred Eighty Seven Thousand One Hundred Sixty Six Dollars with 00/100 cents.

Thank you again for inviting our firm to participate in this fine program.

Best Regards,

Fernando Curras
Senior Estimator

cc. Vernice Atkins-Bradley, CEO
Teska Dillard, VP/COO

Central Florida Office
1405 W Colonial Drive
Orlando, FL 32804
T: 407-704-1743
F: 407-704-2854

South Florida Office
8348 NW 56th Street
Doral, FL 33166
T: 305-479-7646
F: 305-592-7495

www.votumllc.com

West Palm Beach Office
401 North Rosemary Ave.
West Palm Beach, FL 33401
T: 305-479-7646



AGREEMENT between CITY OF KISSIMMEE

and

**Votum Construction, LLC for CONSTRUCTION AND RENOVATION
SERVICES**

THIS AGREEMENT is made by and between the City of Kissimmee, a political subdivision of the State of Florida, 101 Church St, Kissimmee, Florida 34741, hereinafter referred to as the "City", and Votum Construction, LLC, hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, City has competitively solicited for construction and renovation services for projects under \$500,000 on a task authorization basis, pursuant to RFQ 2023-002, attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, Contractor's bid proposal, attached hereto and incorporated herein as Exhibit "B", demonstrates its ability to perform the identified tasks requested by City from time to time and agrees to perform such tasks as requested by the City; and

WHEREAS, City desires to award RFQ 2023-002 to Contractor consistent with the terms, conditions and requirements detailed in the bid specifications.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and value considerations, the receipt and sufficiency of which I hereby acknowledged, each Party hereby promises to the other as follows:

- 1. RECITALS.** The foregoing recitals are true and correct, and specifically incorporated herein.
- 2. TERM.** The term of this Agreement shall commence on the date of execution for an initial three (3) year term. This Agreement may, by mutual written consent of the Parties, be extended for two (2) additional one year terms.
- 3. SCOPE OF SERVICES.** Contractor agrees to provide services and materials in accordance with the Scope of Services attached hereto and incorporated herein as Exhibit "C".
- 4. OBLIGATIONS OF THE CONTRACTOR.** Obligations of the Contractor shall include, but are not be limited to the following:
 - A. It is understood that Contractor shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which are necessary to fully complete and deliver the services requested by the City, and shall not have the authority

to create, or cause to be filed, any liens for labor and/or materials on or against the City, or any property owned by the City. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.

- B. Contractor will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein, when providing services for the City in accordance herewith.
- C. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in the Scope of Services,
- D. Contractor will maintain an adequate and competent staff, and maintain all required licensures to conduct business within the State of Florida. Contractor may subcontract the services requested by the City provided said subcontractor is approved by the City, whose approval shall not be unreasonably denied; however, in such an instances, Contractor remains fully responsible for the satisfactory completion of all subcontracted work.
- E. Contractor shall use appropriate tools and/or equipment which are in good condition and proper working order, so as to enable the Contractor to complete the services required under this Agreement.

5. WARRANTY. Contractor agrees to provide a full warranty to the City for all services which it provides hereunder for one full year following the date of final completion of said services. In the event that the Contractor is called to perform work pursuant to the guarantees of that warranty, the Contractor will be responsible for all costs incurred in repairing the areas under warranty. If it is determined that new problem areas have appeared, which were not areas repaired by the Contractor under the Scope of Services set forth herein, the City will be responsible for the costs incurred in repairing the new areas. Any manufacturer's guarantee related to the materials installed by the Contractor shall extend for the full warranty period.

6. STANDARD OF CARE.

- A. The Contractor has represented to the City that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the Contractor agrees that the Contractor will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing

the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities. The Contractor shall perform the services requested in an efficient manner, consistent with the City's stated Scope of Services and traditional industry standards.

- B. The Contractor covenants and agrees that it and its employees, agents, sub-contractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

7. COMPENSATION.

- A. The amount to be paid under this Agreement for services rendered will not exceed \$500,000 Dollars per project for the term of this Agreement, in accordance with the pricing schedule set forth by the Contractor in response to each, individual Scope of Service, and after evaluation pursuant to the TA and Approval Process described herein as Exhibit "D". If those qualifications and metrics are met, the work will be awarded in the Task Authorization Order demonstrating acceptance by the City in the form attached as Exhibit "E."
- B. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the City. In its sole discretion, the City reserves the right to forego use of the Contractor for any project which may fall within the Scope of Services listed herein. In the event the City is not satisfied with the services provided by the Contractor, the City may withhold any amounts due until such time as the Contractor has appropriately addressed the problem.

- 8. TERMINATION.** Either Party may terminate this Agreement, with or without cause, provided service of written notice to the other Party thirty (30) days prior to its intent to terminate.

9. PAYMENT WHEN SERVICES ARE TERMINATED.

- A. In the event of termination of this Agreement by the City, and not due to the fault of the Contractor, the City shall compensate the Contractor for all services performed prior to the effective date of termination.
- B. In the event of termination of this Agreement due to the fault of the Contractor, or at the written request of the Contractor, the City shall compensate the Contractor for all services completed, prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the City. All such payments shall be subject to an off-set for any damages incurred by the City resulting from any delay occasioned by early termination.

This provision shall in no way be construed as the sole remedy available to the City in the event of breach by the Contractor.

10. INSURANCE.

- A. The Contractor shall not commence any work in connection with this Agreement until it has obtained all of the following types of insurance and has provided proof of same to the City, in the form of a certificate prior to the start of any work, nor shall the Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.
- B. The Contractor shall maintain the following types of insurance, with the respective limits expressed below, and shall provide proof of same to the City, in the form of a Certificate of Insurance prior to the start of any work hereunder:
1. AUTOMOBILE LIABILITY: Combined. Property Damage and Bodily Injury, One Million Dollars (\$1,000,000.00) – Any Auto;
 2. GENERAL LIABILITY: One Million Dollars (\$1,000,000.00) each occurrence;
 3. MEDICAL EXPENSES: Five Thousand Dollars (\$5,000.00) – Any one person;
 4. DAMAGE TO RENTED PREMISES: Fifty Thousand Dollars (\$50,000.00) any single occurrence;
 5. PERSONAL & ADVERTISING INJURY: One Million Dollars (\$1,000,000.00);
 6. GENERAL AGGREGATE: Two Million Dollars (\$2,000,000.00) per year;
 7. PRODUCTS – COMPLETED OPERATIONS AGGREGATE: One Million Dollars (\$1,000,000.00)
 8. EXCESS/UMBRELLA COVERAGE: One Million Dollars (\$1,000,000.00); and,
 9. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than \$1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The Contractor understands and acknowledges that it shall be solely responsible for any and all medical and liability costs associated with an injury to itself and/or to its

employees, sub-contractors, volunteers, and the like, including the costs to defend the City in the event of litigation against same.

10. The Contractor shall purchase and maintain Builder's Risk Insurance upon the entire work at the site to the full insurable value thereof. This insurance shall insure against the perils of extended coverage and shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, vandalism, flood, earthquake, sink holes, and malicious mischief. If any damages are not covered under the "all risk" insurance, the Contractor, at its cost, shall effect and maintain similar property insurance on portions of the work stored off site or in transit when such portions of the work are to be included in an Application for Payment.
 - a. The Contractor shall name the "City of Kissimmee Board of City Commissioners" as additional insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the City with proof of same.
 - b. The Contractor shall provide the City's Procurement Services with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of insurance shall be dated and show:
 - i. The name of the insured Contractor,
 - ii. The specified job by name and job number,
 - iii. The name of the insurer,
 - iv. The number of the policy,
 - v. The effective date,
 - vi. The termination date,
 - vii. A statement that the insurer will mail notice to the City at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.
 - viii. The Certificate Holder Box must read as follows. Any other wording in the Certificate Holders Box shall not be acceptable.

City of Kissimmee Board of City Commissioners
c/o Director of Human Resources
101 Church St
Kissimmee, FL 34741

- c. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicates less coverage than is

required, does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements specified herein.

- d. The Contractor shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance, requirements set forth herein. In addition, the Contractor shall maintain proof of same on file and made readily available upon request by the City.
- e. The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.
- f. All insurance carriers shall have an AM Best Rating of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver of subrogation in favor of City of Kissimmee. The liability policies shall be Primary/Non-Contributory.

11. CITY OBLIGATIONS. At the Contractor's request, the City agrees to provide, at no cost, all pertinent information known to be available to the City to assist the Contractor in providing and performing the required services.

12. 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.

13. 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 Kissimmee, 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.

14. PUBLIC RECORDS.

- A. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119 FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE FOLLOWING:** Public Information Office, 101 Church Street, Kissimmee, Florida 34741, 407-518-2308, or cityclerkemail@kissimmee.gov.

B. The Contractor understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If Contractor will act on behalf of the City, as provided under section 119.011(2), Florida Statutes, the Contractor, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Florida law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirement. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
5. If the Contractor does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

15. INDEPENDENT CONTRACTOR. This Agreement does not create an employee /employer relationship between the Parties. It is the Parties' intention that the Contractor, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the City for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act; the Social

Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code; the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefit. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder.

16. **APPLICABLE LICENSING.** The Contractor, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.
17. **COMPLIANCE WITH ALL LAWS.** The Contractor, at its sole expense, shall comply with all laws, ordinances, judicial decisions orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.
18. **INDEMNIFICATION.** The Contractor agrees to be liable for any and all damages, losses, and expenses incurred, by the City, caused by the acts and/or omissions of the Contractor, or any of its employees, agents, sub-contractors representatives, volunteers, or the like. The Contractor agrees to indemnify, defend and hold the City harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees arising from any and all acts and/or omissions of the Contractor, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. Said indemnification, defense, and hold harmless actions shall not be limited by any insurance amounts required hereunder.
19. **SOVEREIGN IMMUNITY.** The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be denied as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of City for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.
20. **BANKRUPTCY OR INSOLVENCY.** If the Contractor files a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the Contractor shall be appointed in any proceeding brought by or against the Contractor, or if the Contractor shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the Contractor's operations of the premises, the City may terminate this Agreement immediately, notwithstanding the notice requirements of Section 8 hereof.
21. **BINDING EFFECT.** This Agreement shall be binding upon and ensure to the benefit of the Parties hereto, their heirs, personal representatives, successors, and/or assigns.
22. **ASSIGNMENT.** This Agreement shall only be assignable by the Contractor upon the

express written consent of the City.

- 23. SEVERABILITY.** All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- 24. 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.
- 25. NOTICE.** The Parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the City and the Contractor. All notices required and/or made pursuant to this Agreement to be given to the City and the Contractor shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

CITY: City of Kissimmee
Attention: Procurement Services
101 Church St
Kissimmee, Florida 34741

CONTRACTOR: Vernice Atkins-Bradley, President & CEO
Votum Construction, LLC
1405 West Colonial Drive
Orlando, FL 32804
Phone: 407.704.1743
Email: vabradley@votumllc.com

- 26. MODIFICATION.** The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the Parties hereto. 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.
- 27. HEADINGS.** All headings of the sections, exhibits, and attachments 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, exhibits, and attachments.
- 28. ADMINISTRATIVE PROVISIONS.** In the event the City issues a purchase order, memorandum, letter, or any other written communication addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or

other instrument is for the City's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

- 29. CONFLICT OF INTEREST.** The Contractor warrants that the Contractor has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that the Contractor has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the City shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements of Section 8 hereof.
- 30. PUBLIC ENTITY CRIMES.** As required by section 287.133, Florida Statutes, the Contractor warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The Contractor further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list.
- 31. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).** In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the Contractor must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Contractor must (1) enroll in the E-Verify Program; (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the Contractor is a state or local government, the Contractor may choose to Verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- 32. 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.
- 33. EQUAL OPPORTUNITY EMPLOYER.** The Contractor is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The Contractor will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.
- 34. AUDITING, RECORDS, AND INSPECTION.** In the performance of this Agreement, the Contractor shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting

procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the City and shall be retained by the Contractor, for a period of three years after termination or completion of the Agreement or until the full City audit is complete, whichever comes first. The City shall retain the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The City also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the Contractor has the ability to fulfill its contractual obligations to the satisfaction of the City. The City has the right to terminate this Agreement based upon the findings in this audit without regard to any notice requirement for termination.

- 35. PROJECT MANAGERS.** The City and the Contractor have identified individuals as Project Managers, listed below, who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by the Contractor to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval and acceptance of the City. If the City or Contractor replace their current Project Manager with another individual, an amendment to this agreement shall not be required. The City will notify the Contractor, in writing, if the current City Project Manager is replaced by another individual.

- A. The CITY Project Manager's contact information is as follows:

Robert T. Masiku
Facilities Construction & Maintenance Manager
104 N Alaska Ave
Kissimmee, Florida 34741
Phone: 407-518-2509
Email: robert.masiku@kissimmee.gov

- B. The CONTRACTOR Project Manager's contact information is as follows:

Vernice Atkins-Bradley, President & CEO
Votum Construction, LLC
1405 West Colonial Drive
Orlando, FL 32804
Phone: 407.704.1743
Email: vabradley@votumllc.com

36. PUBLIC EMERGENCIES. It is hereby made a part of this Agreement that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, City of Kissimmee shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of the City of Kissimmee are protected from any emergency situation that threatens public health and safety as determined by the City. The Contractor agrees to rent/sell/lease all goods and services to the City or governmental entities on a "first priority" basis. The City expects to pay contractual prices for all products

and/or services under this Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the Contractor provide the City with products and/or services not under this Agreement, the City expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the Parties hereto have through their duly authorized representatives, approved and executed this Agreement as of the date set forth below:

CONTRACTOR Votum Construction, LLC
By: [Signature]
Title: President and CEO
Date: 05/08/2023

STATE OF FLORIDA
COUNTY OF Orange County

The foregoing instrument was acknowledged before me this 8th day of May, 2023, by means of ☒ physical presence or ☐ online notarization, by Vernice Atkins-Bradley as President & CEO for Votum Construction, LLC, a Florida corporation, who is personally known to me or has produced identification.

Notary

Seal:



JOHANNA CEDENO
Notary Public
State of Florida
Comm# HH387525
Expires 4/17/2027

Notary:

Print Name: Johanna Cedeno
My Commission Expires: 4/17/2027

CITY OF KISSIMMEE

By: Olga Gonzalez
Olga Gonzalez Mayor-Commissioner



Date: Jun 07 2023

ATTEST: Linda S. Hansell

City Clerk

Approved as to form and legal sufficiency:

Olga Sanchez de Fuentes

City Attorney

EXHIBIT A
RFQ2023-002

EXHIBIT “B”
Contractor’s Bid Proposal

EXHIBIT "C"
Scope of Services

1. **Typical Work:** The Contractor will perform all work necessary to complete each Task Authorization as assigned. Typical work may include but is not limited to the following:
 - Construction of sheds, small structures and covers
 - Minor Structural Repairs
 - Remodeling and/or, Renovations
 - Roofing Repairs or New Installations
 - Framing
 - Drywall Repair, Replacement or New Installation
 - Pouring or repair of Concrete Slabs, Pathways, or Structure
 - General Site Work
 - Landscaping
 - Painting
 - Stucco Work
 - Insulation
 - Finish Carpentry
 - Window and Door – New Installation or Repairs
 - Flooring Installation (all varieties and materials), including any necessary floor or sub-floor replacement or repairs
 - Design and installation of new equipment either individually or as part of another project for all skilled trades (i.e.: Electrical, Plumbing, HVAC, Carpentry and etc.)
 - Demolition
 - Repair or improvement of MSTU/BU subdivision perimeter walls
 - Repair or improvement of MSTU/BU subdivision entrance features
 - Repair or improvement of MSTU/BU community cabana buildings
 - Etcetera – Other Work as Assigned to Complete Each Task Authorization
2. **Emergency Work:** Emergency Work, as defined by the City Procurement Code and City Manager Procedures, the Project Manager may contact any one of the pre-qualified Contractors to visit the site within two (2) hours and provide a price proposal. Once work authorization is given to the Contractor by the City's Project Manager or Designee, the Contractor shall immediately begin work to complete the emergency work.
3. **Safety:** The Contractor shall be responsible for ensuring that any work performed in connection with this Agreement conforms to the guidelines set forth by the Occupational Safety and Health Act (OSHA).
4. **Security:** The following security guidelines must be followed as part of this Agreement:

- a. All posted facility security requirements shall be maintained at all times while performing work. Failure to comply and follow these security requirements may result in the worker(s) removal from the building at no additional charge to the City.
 - b. All personnel affiliated with the Contractor that will enter City facilities covered by this contract may be required to complete a background investigation. The depth of these investigations will vary by location and shall be detailed by the City Contract Manager or his designee upon the award of this Contract. The initial cost at contract start-up shall be covered by the City, any subsequent investigations, at any time, for any reason, shall be the cost of the Contracted Vendor.
 - c. The Contractor shall provide the City's Project Manager a list of employees authorized to work under this Agreement, along with a copy of each employee's valid US State issued Driver's License and the Contractors Company Identification Card. Only employees on the list provided shall be allowed access.
 - d. The Contractor's employees shall at all times carry a proper photo Identification. The Identification Cards shall be current. The Contractor's employees upon request must present their photo identification for entrance into City facilities or Job-site for verification of identity.
 - e. The Contractor's employees shall wear company uniforms/shirts with their name and/or company logo.
5. **Personnel:** The Contractor shall have qualified individuals, properly trained and equipped with the necessary tools and equipment, to make inspections, adjustments, and repairs. The personnel shall be competent, properly licensed, experienced, courteous, neatly dressed and skilled in the services provided by the Contractor. Failure to comply with security requirements and any security violations may be considered a breach of this Agreement and grounds for termination.
6. The City, at its discretion may at any time request the removal of a Contractor or Sub-Contractors employee from the Job-site or Facility either temporarily or permanently. The Contractor must immediately comply. Failure to do so may result, in no specific order, one, some or all of the following: a Vendor Performance Report, Notice to Cure, cancellation of the Project or in extreme cases, the removal from and termination of the Contract.
7. **Project Assignment:** The City intends to request written cost proposals for individual projects from the awarded Contractor(s). See Exhibit "B". Assignment of projects will be placed with the Contractor providing the lowest price; with past performance, expertise, availability and schedule of completion used as determining factors in the selection.
8. Request for written cost proposals may be initiated directly from a City of Kissimmee department/division or by the City of Kissimmee Procurement Services Office.
9. The Contractor shall provide all necessary mobilization, labor, personnel, materials, supplies, equipment, insurance, and necessary services to provide services for the City of Kissimmee on an as needed basis for the lifetime of the Agreement. Failure of the successful proposer to comply with any of the minimum requirements contained in this scope of services may result in termination of the Agreement.
10. The Contractor shall ensure that all aspects of their work are completed in a timely and

efficient manner in accordance with the Task Authorization or price proposal and all local, state or Federal guidelines.

11. **Subcontracted Labor:** At the Contractor's sole discretion, the Contractor may utilize subcontracted labor. The City shall have full discretion over, whether the Contractor may or may NOT utilize sub-Contractor.
 - a. The Contractor is responsible for their Sub-Contractors.
 - b. For each project, the Contractor shall disclose a list of proposed sub-Contractors to be utilized for the performance of any portion of the work.
 - c. **Payments to Sub-Contractors:** The Contractor shall comply with statutory requirements regarding payment to sub-Contractors.
12. Any inspection performed by the City's Project Manager or its Designee does not relieve the Contractor from any Permit or Code responsibility, or other failures to meet the requirements within the Agreement.
13. **Warranty:** The Contractor shall provide warranty for one (1) year for all materials, parts, and workmanship under normal usage conditions. Failure to support this warranty requirement as determined by the City shall, at the option of the City, result in an increase in the withheld amount and duration of contract retainage; and shall, at the option of the City, result in termination of the Agreement.
14. **Licensing:** It is the Contractor responsibility to ensure that any work performed on City property is performed by individuals who are fully qualified, certified and/or licensed to engage in such activity within the State of Florida and Osceola County. Upon request of the City's Project manager or designee, credentials proving such qualifications must immediately be presented.
15. **Permitting:** The Contractor shall obtain ALL permits and licenses necessary to complete the scope of services, unless mutually agreed upon in writing, in advance of the Project initiation.
16. **Regulations:** The Contractor shall conform to all federal, state, and municipal regulations during the performance of this Agreement. Any fines levied due to inadequacies or failure to comply with any and all requirements shall be the sole responsibility of the Contractor. Any person found not in conformance with any laws, statutes, rules or regulations will not be allowed on any of the City Facilities Continued violations by the Contractor shall constitute cause for immediate termination of the Agreement.
17. **Acts of Omissions:** The Contractor shall be responsible to the City for any and all acts of omissions by its employees, sub-Contractors and its agents and employees and any other persons performing any of the work and/or duties under the auspices of the Contractor as a result of the Agreement.
18. **Hours of Work:** Will be determined by each individual Project.

19. **Definitions:**

- a. Contractor = the vendor, firm or company that is a party to this Contract.
- b. TA = Task Authorization, written approval and award for a specific project.
- c. PO = Purchase Order
- d. Expertise = having the required knowledge, Licenses and/or Certifications necessary to legally perform the Scope of Work.

20. **Project Manager and Contract Manager:** The assignment of a Project Manager will be determined by a specific project Scope of Work.

The City's Contract Manager shall have the responsibility for appointing designees and managing this Agreement.

The City's Contract Manager Information is as follows:

Robert T. Masiku
Facilities Construction & Maintenance Manager
104 N Alaska Ave
Kissimmee, Florida 34741
Phone: 407-518-2509
Email: robert.masiku@kissimmee.gov

21. **Clean-Up:** The Contractor shall at all times keep the adjacent areas of the property free from rubbish and the accumulation of any waste materials. Trash and debris shall be cleaned daily or more often if requested by the City. Staged materials shall be organized and placed so they do not interfere with access to the property/building. At the completion of the services, the Contractor shall remove all waste materials and rubbish from and about the job site, as well as all tools, equipment, machinery, surplus supplies, and materials, leaving the job site in a clean, ready to use condition. The Contractor shall not use trash receptacles on the City's premises without authorization.

All waste materials associated with these services shall be handled in accordance with all federal, state, and local regulations.

Any hazardous materials shall be disposed of as prescribed by law and the Contractor shall provide the appropriate certifications and records that verify an accredited hazardous material disposal company disposed of the materials.

22. **Damages:** The Contractor shall not damage any property adjacent to, on or near, the site where repairs are being made. Any damage caused by the Contractor shall be the Contractor's sole responsibility and liability. Any materials stored on property during repairs or replacement shall be the responsibility of the Contractor for any damaged or stolen materials.

23. **Salvage:** The City reserves the first right of salvage for any and all materials from items that are scheduled to be removed as part of any work associated with this contract.

The City may at its sole discretion, when in the best interest of the City remove and retain any item scheduled for demolition, removal, or replacement that it deems useful from any service request or project without notifying the Contractor and without incurring additional costs or charges to the City.

Should the Contractor desire items for salvage, they must submit the request in writing and must receive authorization/approval in writing from the City prior to the start of the service.

EXHIBIT "D"
TA Review and Approval Process

1. **Work less than or equal to \$5,000:** Work estimated less than or equal to \$5,000, the Project Manager may contact any one of the pre-qualified Contractors to visit the site (if necessary) and provide a price proposal. As long as the Contractor can meet the Project Manager's timeline and the price proposal is less than or equal to \$5,000, the City will issue a Purchase Order which shall constitute the Notice to Proceed.
2. **Work greater than \$5,000 will follow the Task Authorization Process:** The maximum total for any individual Task Authorization may not exceed **\$500,000.00** unless it is deemed in the best interest of the City.
 - a) The Project Manager or designee identifies services that needs to be performed.
 - b) The Project Manager or designee issues a generally worded scope of work to all pre-qualified Contractors outlining the necessary work requirements for a Specific project and the maximum allowable calendar days from the time of Notice to Proceed (Issuance of a Purchase Order) to project completion.
 - c) When required by the Project Manager or designee, Contractor's will attend any Mandatory onsite visits. Only proposals received from pre- qualified Contractors, whose attendance is evidenced by signature on a sign in sheet from the Mandatory onsite visit, will be considered for evaluation.
 - d) Contractor drafts price proposal and submits to City for review. This proposal shall include the following:
 - i. Brief description of the work to be performed.
 - ii. Labor and material costs for each of the major elements of work.
Total cost of project.
 - iii. List of sub-contractors (if any).
 - iv. Signed statement confirming that the Contractor has visited the site prior to preparing the estimate, and is thoroughly familiar with the site and the scope of work.
 - v. Number of calendar days required to complete the work after City authorization. It is the responsibility of the Contractor to ensure that he has all of the information necessary to prepare the estimate.
 - e) The completed cost proposal shall be signed and dated by the Contractor and returned to the City for review within ten (10) working days of request. This time period requirement may be revised on a per project basis by the City's Project Manager or designee.
 - f) Upon review of all proposals received, the City will assign the project by issuing a Task Authorization.
 - g) The City's review and approval of the cost estimate shall become the sole price for each Task Authorization awarded. The City will only consider change orders in extreme cases.
 - h) A typical Task Authorization shall include the following:

- i. Sequential Tracking Number
 - ii. Description of the work to be performed
 - iii. Special Conditions (if applicable)
 - iv. Identification of all sub-contractors to be used (subject to City approval)
 - v. Submittal of Material Sheets (i.e. cut sheets, plans, permits, etc.) as applicable Subject to City approval
 - vi. Liquidated damages provision (if applicable)
 - vii. Milestone Schedule and date of Completion
 - viii. Pertinent Attachments
- i) Issuance by the City of a Purchase Order after the Task Authorization has been signed by both parties shall constitute, the Notice to Proceed. The Contractor shall commence on-site work within the specifications of the Project Proposal after receipt of a Purchase Order.
 - j) The Contractor will subcontract as required and comply with statutory requirements regarding payment to sub-contractors.
 - k) The Contractor shall control all work.
 - l) If, in the City's opinion, the Contractor has been found to submit excessive pricing for any element of the task assigned which cannot be justified, the City may select an alternate Contractor for the work. If the Contractor has been found, in the City's opinion, to submit excessive pricing for work elements that cannot adequately be justified on a repeated basis, the City reserves the right to suspend the Contractor from the pre-qualified list.
 - m) Upon completion of work in its entirety, and inspection and approval of work has been performed by the City's Project Manager or designee, the Contractor shall issue an invoice to the City's Project Manager or designee.
 - n) For each Task Authorization issued, billing and or invoices shall include the PO Number, the complete project address and detail all commodity items as listed within the Project Scope of Work. The Contractor shall refrain from any form of minimum billing, however in certain cases, when approved by the City in writing, partial payment, or "draws" may be requested through a standard Pay Application request. Invoices containing missing information and/or any unauthorized charges, if not previously agreed to in writing shall be returned to the Contractor unpaid, until corrected.
 - o) Terms and conditions of the Agreement shall prevail.

EXHIBIT "E"

**TASK AUTHORIZATION FORM
ON THE FOLLOWING PAGE**

Exhibit "E"
Sample Task Authorization Form

TASK AUTHORIZATION ORDER FORM

City of Kissimmee
Task Authorization

In accordance with the terms and conditions of the Agreement ref.: RFP-_____, dated: _____, the parties hereto agree to perform the work itemized below.

City Project Manager:

Date: _____ Number: _____

Contractor:

Consultant Project Manager:

NOTE: THE CONTRACTOR/CONSULTANT MAY NOT BEGIN WORK UNTIL A SIGNED PURCHASE ORDER IS DELIVERED TO THE CONTRACTOR/CONSULTANT.

Summary of Work to be Completed by the Contractor/Consultant

Each Task Authorization package shall include:

Attachment A - Scope of Work

Attachment B- Price Breakdown

Attachment C - Schedule

Attachment D – Sub-Consultant

Task Authorization Total: \$

Recommended By: _____

Department Administrator or delegate

Date: _____

Reviewed By: _____

Requestor

Date: _____

Contractor/Consultant Approved

Name (print)

Signature:

Date:

City Manager or Delegate Approval

Name (print)

Signature:

Date:

ITEM 7.D

Purchase and Sale Agreement for Kissimmee Charter Academy

Request

Approval of a Purchase and Sale Agreement with Kissimmee Charter Academy, LLC for the sale of Kissimmee Charter Academy, located at 2850 Bill Beck Boulevard, Kissimmee, FL 34744 (Contract #20240092)

Explanation

On August 24, 2023, the City Commission approved an agreement to reassign the educational charter previously held by the City of Kissimmee to operate Kissimmee Charter Academy to Kissimmee Charter Academy, LCC, a subsidiary of Imagine Schools.

The transfer of the educational charter served as the first step required to start the process of selling Kissimmee Charter Academy. To ensure the continued and uninterrupted education of the more than 700 students at the school, the City has elected to sell Kissimmee Charter Academy to Kissimmee Charter Academy, LLC, which is a subsidiary of the current educational management company at the site. City staff negotiated a selling price of \$10.4 million, which is supported by current market data and an appraisal.

A Purchase and Sale Agreement has been drafted for approval by both parties that will sell the 15.07-acre site for \$10,400,000. Kissimmee Charter Academy, LLC is expected to select its final financing options within the next 45 days, which will allow both parties to move forward and close on the property.

Recommendation

Approve the Purchase and Sale Agreement with Imagine Schools for the sale of Kissimmee Charter Academy for \$10,400,000, and authorize the City Manager to complete all other necessary future administrative duties and paperwork, including signing any closing documents, that is associated with the sale.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Manager

Presenter:

Attachment(s):

1. (S) Purchase and Sale Agreement IKCA, LLC Board Executed 9.28.23

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (“Agreement”) is made as of the last date set forth below (the “Effective Date”) by and between **IMAGINE KISSIMMEE CHARTER ACADEMY, LLC**, a Florida limited liability company whose address is 2850 Bill Beck Blvd., Kissimmee, FL 34744 (“Buyer”) and **CITY OF KISSIMMEE**, a political subdivision of the State of Florida, whose address is 101 Church Street, Kissimmee, FL 34741, its successors and assigns (hereinafter the “City” or “Seller”) (Buyer and Seller referred to collectively herein as the “Parties”).

WHEREAS, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, Seller’s right, title, interest and estate in and to an approximately 15.07 acre parcel of land located in Osceola County, Florida, located at 2850 Bill Beck Blvd., Kissimmee, FL 34744 (Parcel ID 11-25-29-00U0-0015-0000), and more particularly described on Exhibit A (the “Land”) together with any improvements and fixtures located upon such land, any appurtenances, rights, privileges and easements benefiting or belonging to such land, and any leases, licenses and occupancy agreements with respect to such land, all as used to operate a charter school known as “Kissimmee Charter Academy” (the “School”); and

NOW, THEREFORE, in consideration of the mutual covenants set forth below and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, Seller and Buyer agree as follows:

1. **SALE and PURCHASE.** Subject to the terms and conditions set forth herein, Seller agrees to sell and convey, and Buyer agrees to purchase the following (collectively, the “Property”):
 - (a) the Land;
 - (b) Any privileges and easements benefiting the Land and the improvements comprising the School that are owned by or for the benefit of Seller;
 - (c) Any fixtures, equipment, machinery and other personal property owned by Seller and currently located on or about the Land;
 - (d) All modular buildings located on the Land, including without limitation [insert more specific description of modulars];
 - (e) Any leases, licenses and occupancy agreements associated with the Land; and

- (f) All the improvements and fixtures attached or appurtenant to or used in connection with the School which are owned by Seller, including, without limitation, to the extent owned by Seller, any and all office equipment, model furnishings, computers, file cabinets, window coverings, screens, screen doors, storm windows and doors, awnings, shutters, furnaces, heaters, heating equipment, oil and gas burners, hot water heaters, hot water boilers, and fixtures appurtenant thereto, plumbing and bathroom fixtures, electric and other lighting fixtures, wall-to-wall carpeting, mantels, outside television antennas, fences, gates, trees, shrubs, plants, air conditioning equipment and ventilators.

- 2. **PURCHASE PRICE; DEPOSIT.** Seller shall sell, convey and assign to Buyer, and Buyer shall purchase, accept and assume from Seller, all of Seller's right, title and interest in and to the following described property (herein collectively called the "Property"): The total compensation for the Property shall be TEN MILLION FOUR HUNDRED THOUSAND and 00/100 DOLLARS (\$10,400,000.00) (the "Purchase Price"). The Purchase Price shall constitute full payment for the Property to City, including any and all claims for damages, interest, attorney's fees, expert fees and costs.

(a) No later than three (3) business days following the Effective Date, Buyer shall deliver to Title Company (defined below) (by wire transfer of immediately available federal funds) One Thousand Dollars (\$1,000) as a good faith deposit under this Agreement (the "Deposit"). If Buyer fails to deliver the Deposit timely, this Agreement shall (at Seller's election) be null and void ab initio and of no force or effect. The Deposit is not refundable, except as this Agreement provides, and applicable to the Purchaser Price at closing.

(b) At Closing (defined below), Buyer shall deliver to Seller via the Title Company the balance of the Purchase Price (i.e., the Purchase Price less the Deposit), subject to prorations this Agreement provides, by wire transfer of immediately available federal funds and the Deposit shall be credited towards the Purchase Price.

- 3. **FINANCING CONTINGENCY.** Buyer intends to seek financing for the purchase and acquisition of the Property through the issuance of a series of conduit bonds to be issued by an issuer selected by Buyer that is authorized to issue tax-exempt conduit bonds for the benefit of Buyer (the "Bonds"). Buyer's obligations hereunder are expressly contingent upon the successful authorization, with such authorization occurring on or before the date that is ninety (90) days after the last day of the Due Diligence Period provided for in Section 5, below (the "Financing Period"), for the issuance of the Bonds and the release of the proceeds to Buyer to be applied to the purchase of the Property on the Closing Date (defined below). In this regard, Buyer shall diligently pursue applying for and obtaining the financing, on terms and conditions acceptable to Buyer in its sole and absolute

discretion, through the issuance of the Bonds, and will keep Seller apprised of the status of its efforts in that regard. If Buyer fails to successfully close upon the Bond financing as contemplated hereby, on or before the last day of the Financing Period, Buyer shall have the right to terminate this Agreement by delivering written notice of termination (the "Financing Termination Notice") to Seller at any time prior to the expiration of the Financing Period. If Buyer gives the Financing Termination Notice as aforesaid, (a) the Deposit shall be paid to Buyer, (b) this Agreement shall become null and void and of no further force or effect, except for those obligations expressly stated to survive the termination of this Agreement, and (c) neither Seller nor Buyer shall have any further liability or obligation to this Agreement. If the Financing Termination Notice has not been delivered to Seller prior to the expiration of the Financing Period, all conditions in this Section shall be deemed to have been satisfied or waived, and Buyer shall be obligated to complete Closing, subject to the other terms and conditions of this Agreement.

4. **TITLE TO PROPERTY.** City shall convey good and marketable title to the Property and shall execute the necessary documents for the transfer of the Property to the Buyer. The Property conveyed shall not be subject to any (i) mortgage, security agreement, judgement, lien or claim of lien, or any other title exception or defect that is monetary in nature, or (ii) any leases.

(a) *Commitment for Title Insurance.* Within ten (10) days of the date hereof, Buyer shall order a commitment for owner's and lender's title insurance, insuring title to the Property (the "Title Commitment") to be issued by a reputable title insurance company (the "Title Company") selected by Buyer. Buyer shall be responsible for the title search, Title Commitment and owner's and lender's title policies.

(b) *Survey.* Within fifteen (15) days following the Effective Date, Buyer will, at Buyer's cost, order a survey of the Land (the "Survey").

(c) *Title and Survey Review Period.* Buyer shall notify Seller, in writing, of any objections as Buyer may have to anything contained in the Title Commitment or the Survey, within thirty (30) days of receiving both the Title Commitment and Survey (the "Title Review Period"). Any item contained in the Title Commitment or the Survey to which Buyer does not object within thirty (30) days of receiving both the Title Commitment and Survey shall be deemed acceptable exceptions (the "Permitted Encumbrances"). In the event Buyer shall notify Seller of objections to title or the Survey prior to the expiration of the Title Review Period, Seller shall have thirty (30) days after receipt of notification of such objections, or such greater period of time as may be mutually acceptable to Buyer and Seller (the "Cure Period"), within which Seller may (but shall not be required to except as expressly provided herein) cure or remove such objection;

provided that Seller must remove all mortgages, monetary liens or judgments filed against the Property. If Seller fails either to cure or remove such objection to the reasonable satisfaction of the Title Company and Buyer prior to the expiration of the Cure Period, Buyer may either terminate this Agreement by written notice to Seller (and the Title Company will return the Deposit to Purchaser) or waive such objection and accept such title as Seller is able to convey without any reduction in the Purchase Price. Buyer shall have the right to object to any new title exceptions first raised by the Title Company in any modification, update, recertification or amendment to the Title Commitment which is issued after the expiration of the Title Review Period and based upon new or newly available information (a "Title Date Down") by giving written notice ("Buyer's Additional Objections") to Seller within five (5) business days after Buyer's receipt of any such Title Date Down, but in any event no later than Closing. If Buyer timely delivers Buyer's Additional Objections to Seller specifying Buyer's objection to any new title exception first raised in a Title Date Down (each an "Additional Title Objection"), Seller may, but shall not be obligated to, attempt to remove from the Title Policy some or all of such Additional Title Objections set forth in any Buyer's Additional Objections. If Seller does not notify Buyer in writing within thirty (30) business days after Seller's receipt of Buyer's Additional Objections (but in any event prior to Closing) that Seller has agreed to so remove any Additional Title Objections, Seller shall be deemed to have notified Buyer that Seller is unable or unwilling to remove such Additional Title Objections. If Seller notifies or is deemed to have notified Buyer that Seller is unable or unwilling to remove any Additional Title Objection, Buyer shall be entitled to terminate this Agreement by delivering to Seller and Title Company written notice on or before Closing. If this Agreement is terminated by reason of an Additional Title Objection, the Deposit shall be returned to Buyer and neither Party shall have any further rights or obligations under this Agreement.

(d) *Owner's Policy of Title Insurance.* At Closing, the Title Company shall issue to Buyer, a marked-down Title Commitment or proforma Owner's Policy of Title Insurance (the "Title Policy") covering the Property, in the full amount of the Purchase Price. Such Title Policy may contain as exceptions the standard printed exceptions and the Permitted Encumbrances (defined below).

5. **DUE DILIGENCE PERIOD.** Buyer shall have a period commencing on the Effective Date and terminated sixty (60) days thereafter (the "Due Diligence Period") (as may be extended pursuant to this Section 5, the "Due Diligence Period"), within which to conduct, at Buyer's expense, all engineering, economic, environmental, and such other feasibility studies of the Property. In the event Buyer is not satisfied with any of its inspections in any respect whatsoever, or for no reason, at any time on or before the end of the Due Diligence Period, Buyer may terminate this Agreement by giving written notice of such

intent to Seller. If Buyer elects to terminate this Agreement, then the Parties shall have no further right or obligations under this Agreement, and the entire Deposit shall be immediately refunded to Buyer.

6. **CLOSING.** The Closing (“Closing”) of the transaction contemplated hereby shall be held by mail away closing or at City Hall, 101 Church Street, Kissimmee, FL 34741 on or before the earlier to occur of (a) ten (10) days after expiration of the Financing Period and (b) such other date as agreed to by the Parties (the “Closing Date”). Upon the Closing of the sale of the Property, Seller and Buyer shall execute or have executed and deliver, the documents described below.

(a) Seller shall deliver to the Title Company the following duly executed documents with respect to itself or its Property: (A) a special warranty deed in the form attached as Exhibit B (the “Deed”), expressly subject to the Permitted Encumbrances, (B) a bill of sale and omnibus assignment and assumption agreement in the form attached as Exhibit C (the “Bill of Sale”), (C) such affidavits and certificates as reasonably required by the Title Company, (D) a FIRPTA certificate, (E) a duly executed settlement statement; (F) written evidence of Seller’s authority to consummate this transaction; (G) Form 1099-S, (H) Non-foreign Affidavit, and (I) Payoff letters and other documentation satisfactory to Title Company in order for the Title Company to insure title for the benefit of Buyer over any recorded mortgages and security interests granted by Seller;

(b) Buyer shall deliver to the Title Company (A) the balance of the Purchase Price and such other funds as may be required of Buyer for Closing in accordance with this Agreement, (B) a duly executed original of the Bill of Sale, (C) a duly executed settlement statement and (D) written evidence of Buyer’s authority to consummate this transaction.

(c) *Closing Costs.* Buyer shall pay for title searches; title insurance premiums; tax certificates; all transfer, recordation, document stamp, intangible and similar taxes; recording charges; escrow fees; and all other Closing costs. Each party shall pay its own attorneys’ fees.

7. **BROKER AND BROKER’S COMMISSION.** The Parties each warrant and represent to the other that such Party has not employed or dealt with a real estate broker or agent in connection with this transaction. The Parties further indemnify and hold harmless the other from any claims for a brokerage commission or finder’s fee arising from its actions.

8. **SELLER’S REPRESENTATIONS AND WARRANTIES.** Seller represents and warrants to Buyer as of the date hereof (which representations and warranties shall be true

and correct as of Effective Date and as of the Closing Date, except as otherwise noted below) that:

(a) *Authority.* Seller is duly organized municipal corporation of the State of Florida and has the power to enter into this Agreement and to execute and deliver this Agreement and to perform all duties and obligations imposed upon it hereunder. This Agreement has been duly authorized, executed, and delivered by Seller, is the legal, valid and binding obligation of Seller and does not violate any provision of Seller's organizational documents or any agreement or judicial order to which Seller is a party or to which Seller or the Property owned by Seller, or any portion thereof, are subject. The execution, delivery and performance contemplated by this Agreement shall not as of the Effective Date, and shall not, as of the Closing Date, result in a breach of any of the terms or provisions of, or constitute a default under any indenture, agreement, instrument, order or judgment to which Seller is a party.

(b) *Litigation and Other Proceedings.* There are no actions, suits, or proceedings pending or (to Seller's actual knowledge) threatened in writing against Seller with respect to the Property or otherwise affecting any portion of the Property, or before or by any federal, state, municipal, or other governmental court, department, commission, board, bureau, agency, or instrumentality, domestic or foreign.

(c) *Condemnation.* As of the Effective Date, Seller has no actual knowledge of any pending or threatened condemnation or eminent domain proceedings which would affect the Property or any part thereof.

(d) *Contracts.* There are no service or maintenance contracts or agreements (written or oral) of any sort affecting the Property that would be binding upon Buyer after the Closing (other than the Leases and the Permitted Encumbrances).

(e) *Tax Appeals.* As of the Effective Date, there are no pending tax appeals with respect to the Property.

(f) *Foreign Person.* Seller is not a "foreign person" as defined by the Internal Revenue Code, Section 1445.

(g) *Bankruptcy.* There are no attachments, executions, assignments for the benefit of creditors, receiverships, conservatorships or voluntary or involuntary proceedings in bankruptcy or actions pursuant to any other debtor relief laws contemplated by Seller or pending against Seller and regarding the Property. Seller is not now insolvent, and will not be insolvent (as defined under applicable law), at the time of making the conveyance by Seller required hereunder and this Agreement and the transactions contemplated hereunder

do not and will not violate, or cause the violation of, any applicable bankruptcy, reorganization, insolvency, fraudulent conveyance, moratorium or similar laws.

(h) *Third Party Agreements.* There are no outstanding agreements to sell, options or rights of first refusal in any third parties to purchase the Property, or any portion thereof or any interest therein.

(i) *Violations.* Seller has not received any written notice from any governmental body having jurisdiction over the Property as to any violation of any applicable federal, state or municipal laws, regulations and ordinances, which remains outstanding, or any restrictive covenant or deed restriction (recorded or otherwise) affecting any of the Property comprising real estate, which violation could reasonably be expected to materially and adversely affect the use of the Property for its present purposes.

(j) *Environmental Matters.* To Seller's actual knowledge, the Property is in compliance with all applicable Environmental Laws. The Seller has received no notice that the Property or Seller are subject to any existing, pending, or threatened investigation or inquiry by any governmental authority or to any remedial obligations under any Environmental Laws (hereafter defined). The term "Environmental Laws" means all Federal, state, local, and foreign statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements, or governmental restrictions relating to pollution and the protection of the environment or the release of any materials into the environment, including those related to hazardous substances or wastes, air emissions and discharges to waste or public systems.

The representations and warranties made by Seller herein shall survive the Closing.

9. **AS-IS.** Except as expressly set forth in this Agreement, the sale and purchase of the Property under this Agreement shall be "AS IS," "WHERE IS," "WITH ALL FAULTS" AS OF THE CLOSING DATE, WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, whether written or oral, express or implied, statutory or otherwise. Buyer acknowledges that Buyer had adequate opportunity to complete all inspections, investigations, examinations, tests, studies and assessments relating to the Property that Buyer deems necessary and that Buyer thoroughly inspected the Property and is fully familiar with its condition and status. Except as set forth in this Agreement, (a) Buyer has not been induced by and is not relying on any representation, warranty or statement about the Property and (b) Seller does not make any representation or warranty and expressly disclaims all representations and warranties (including warranties of merchantability, habitability and fitness for any particular purpose). Without limiting the generality of the foregoing, Buyer acknowledges that Seller does not make any representation or warranty regarding (i) the value, profitability, marketability, zoning or

development potential of the Property, (ii) the fitness of the Property for any particular purpose, (iii) the compliance or noncompliance of the Property with laws, regulations, rules, requirements or orders of governmental authorities (including with respect to the environment), (iv) the presence or absence of any hazardous or toxic substances, materials or wastes on or about the Property, or the release of any hazardous or toxic substances, materials or wastes from the Property onto other property or into the air or water, (v) the condition of improvements or soils on the Property, (vi) the availability, sufficiency or cost of water, sewer or other utility service for the Property, (vii) the status, terms or conditions of any entitlements, development approvals or permits for the Property or (viii) any other matter relating to the Property. Buyer irrevocably and forever waives all rights that it may have against Seller at law or in equity (including the right to seek damages) for, and releases Seller from, and covenants not to sue Seller for, any and all causes of action, claims, liabilities, losses or damages under this Agreement or in connection with the Property (including the environmental condition of the Property). This paragraph shall survive Closing or earlier termination of this Agreement.

10. **DEFAULT AND REMEDIES.** If Buyer fails or refuses to perform its obligations under this Agreement, and such failure or refusal is not cured within ten (10) days after notice from City, then the City may, as their sole and exclusive remedy, sue for specific performance of this Agreement. If City fails or refuses to convey the Property in accordance with the terms of this Agreement or otherwise perform their obligations hereunder, and such failure or refusal is not cured within ten (10) days after notice from Buyer, then Buyer may sue for specific performance of this Agreement or enter into a condemnation proceeding, where City agrees to Stipulate to a Final Judgement with all of the terms of this Agreement including, but not limited to the amounts set forth herein.
11. **OFFER, ACCEPTANCE AND AGREEMENT.** This document shall constitute an offer by the Buyer to the City. This Agreement shall be subject to and is contingent upon the review and approval by the City of Kissimmee, City Commission. If this offer is accepted by the Buyer, it shall become a binding Agreement. As used herein, the phrase "Date of this Agreement" shall mean the date on which the acceptance of the offer is completed by the signing of the offer by the Buyer.
12. **NOTICES.** Any notices or communications hereunder may be given to the parties (a) by certified or registered mail at their respective addresses appearing on page one hereof; or (b) by hand delivery. Notice given by certified or registered mail shall be deemed given when deposited in the United States mail, properly addressed and with postage prepaid. If the last day for giving notice or performing any act hereunder falls on a Saturday, Sunday, or federal legal holiday, the time shall be extended to the next day that is not a Saturday, Sunday or federal legal holiday.

13. **RISK OF LOSS.** Seller assumes all risks and liability for damage to or injury occurring to the Property by fire, storm, accident, or any other casualty or cause until the Closing has been consummated. Seller will forward to Buyer any condemnation notices received during the pendency of this Agreement and Buyer shall have thirty (30) days to elect to take assignment of any proceeds and proceed to Closing or terminate this Agreement.

(a) **Minor Damage.** In the event of loss or damage to the Property or any portion thereof (the “premises in question”) which is not “major” (as hereinafter defined), this Agreement shall remain in full force and effect, Buyer thereby receiving all of Seller’s right, title and interest to any claims and proceeds Seller may have with respect to any casualty insurance policies, condemnation awards or Federal or State claims (such as FEMA claims) relating to the premises in question.

(b) **Major Damage.** In the event of a “major” loss or damage, either Seller or Buyer may terminate this Agreement by written notice to the other party, in which event the Deposit shall be returned to Buyer in full. If neither Seller nor Buyer elects to terminate this Agreement within ten (10) days after Seller sends Buyer written notice of the occurrence of major loss or damage, then Seller and Buyer shall be deemed to have elected to proceed with Closing, in which event Seller shall assign to Buyer all of Seller’s right, title and interest to any claims and proceeds Seller may have with respect to any casualty insurance policies, condemnation awards or Federal or State claims (such as FEMA claims) relating to the premises in question (or if such insurance proceeds cannot be assigned by the Closing Date, then Buyer shall, in lieu of such assignment, receive a credit against the Purchase Price in such amount). Upon Closing, full risk of loss with respect to the Property shall pass to Buyer. For purposes of Sections 14(a) and 14(b), “major” loss or damage refers to the following: (i) loss or damage to the Property or any portion thereof such that the cost of repairing or restoring the premises in question to a condition substantially identical to that of the premises in question prior to the event of damage would be, in the certified opinion of a mutually acceptable architect, equal to or greater than ten percent (10%) of the Purchase Price, or (ii) any loss due to a condemnation which permanently and materially impairs the current use of the Property.

14. **DEFAULT.**

(a) In the event of a default by Buyer hereunder not cured by Buyer within ten (10) days after written notice thereof from Seller, Seller may terminate this Agreement, whereupon Title Company shall deliver to Seller the Deposit as agreed-upon liquidated damages for such breach, and the Parties shall be relieved of all further obligations hereunder.

(b) In the event of default by Seller under this Agreement which default is not cured within ten (10) days after written notice thereof from Buyer, Buyer may (a) terminate this Agreement, whereupon Title Company shall return to Buyer the Deposit, and the Parties shall be relieved of all further obligations hereunder, or (b) seek specific performance of Seller's obligations hereunder.

15. **MISCELLANEOUS.**

- (a) Governing Law. The laws of the State of Florida shall govern the construction and operation of this Agreement.
- (b) Attorney's Fees. In any litigation to enforce any of the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs incurred in such proceedings, including appellate proceedings.
- (c) Time is of the Essence. Time is of the essence in this Agreement and the performance of all obligations hereunder.
- (d) Captions. The headings herein are merely for the convenience of the parties and the context of such sections, subsections and paragraphs shall control their respective meanings.
- (e) Severability. If one or more provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.
- (f) Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the transaction contemplated hereby, and it supersedes all prior understandings or agreements between the parties pertaining to the subject matter of this Agreement shall be valid unless the same is in writing and signed by the parties hereto. No waiver of any provision in this Agreement shall be valid unless in writing and is signed by the party against which it is sought to be enforced.
- (g) Radon Gas Disclosure. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risk 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 the county health unit.

- (h) Counterparts. This Agreement may be executed in one or more counterparts, and all such executed counterparts shall constitute the same agreement.
- (i) Marketing the Property for Sale. After the Effective Date and while the Agreement is in effect, Seller shall not enter into a purchase and sale agreement with any other party or market the Property for sale.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the last date set forth below.

SELLER:

CITY OF KISSIMMEE

By: _____

Name: Olga Gonzalez

Title: Mayor

Date: _____

BUYER:

IMAGINE KISSIMMEE CHARTER
ACADEMY, LLC

By:  _____

Name: Rodney Benson

Title: Board President

Date: 9/28/23

Exhibit A

Property Description (to be confirmed by Survey)

A parcel of land lying with Section 11, Township 25 South, Range 29 East, Osceola County, Florida, more particularly described as follows:

Commence at a 4"X4" concrete monument marking the Northwest corner of the Northeast quarter of said Section 11; thence S89°48'44"E along the North line of said Northeast quarter, a distance of 1304.97 feet, to the Northwest corner of the Northeast quarter of said Northeast quarter also being the **POINT OF BEGINNING**; thence continue S89°48'44"E along the North line of the Northeast quarter of said Northeast quarter, a distance of 384.69 feet to the existing Westerly Limited Access Right of Way of Florida's Turnpike (SR 91); thence S19°32'18"E along said Limited Access Right of Way, a distance of 1399.62 feet to the South line of said Northeast quarter of the Northeast quarter; thence N89°43'46"W along said South line, a distance of 852.76 feet to the Southwest corner of said Northeast quarter of the Northeast quarter; thence N00°00'04"W along the West line of said Northeast quarter of the Northeast quarter, a distance of 1316.26 feet, to the **POINT OF BEGINNING**; containing 18.702 acres of land, more or less.

Reserving all rights of access, egress, ingress, light, air and view between the above-described property and State Road 91 (Florida's Turnpike).

The above-described property derived from Right of Way Map of the Sunshine State Parkway (State Road 91), Osceola County, Florida, Contract number 11.1, Sheet 1 of 2.

Less and except a parcel of land being a portion of the Northeast ¼ of the Northeast ¼ of Section 11, Township 25 South, Range 29 East, Osceola County, Florida, transferred pursuant to that certain Deed of Dedication (Bill Beck Blvd. Right-of-Way), dated October 27, 2021, and recorded at Official Records Book 6104, Page 736, of the Public Records of Osceola County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of the Northeast ¼ of the Northeast ¼ of said Section 11, said point being the Southeast corner of WESTWOOD FOREST, per Plat Book 6, Pages 28-29; thence run S89°33'18"E along the South line of the Northeast ¼ of the Northeast ¼ of said Section 11, a distance of 746.26 feet to the Point of Beginning; thence continue S89°33'18"E along said South line, a distance of 106.27 feet to a point on the West Right of Way line of the Florida's Turnpike; thence run N19°19'50"W along said West Right of Way line, a distance of 1,398.70 feet to a point on the North line of the Northeast ¼ of said Section 11; thence run N89°35'38"W along said North line, a distance of 339.45 feet to a Point

on a non-tangent curve, concave to the Southwest, having a Radius of 495.67 feet and a Central Angle of $56^{\circ}08'30''$; thence run Southeasterly, along the Arc of said curve, a distance of 485.69 feet (Chord Bearing = $S47^{\circ}24'05''E$, Chord = 466.49 feet) to the Point of Tangency thereof; thence run $S19^{\circ}19'50''E$, a distance of 1,065.77 feet to the Point of Beginning. Containing 158,042.10 square feet or 3.628 acres, more or less.

Exhibit B - Form of Deed

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this ____ day of _____, 202_ by _____, a _____ ("Grantor"), and _____, a _____ ("Grantee").

WITNESSETH, that for and in consideration of Ten Dollars (\$10) in hand paid by Grantee, the receipt and sufficiency of which Grantor acknowledges, Grantor hereby grants and conveys in fee simple unto Grantee, its successors and assigns, the parcel of land situate, lying and being in Osceola County, Florida more particularly described on Exhibit A attached to and made a part of this Deed.

TOGETHER WITH all the buildings and improvements thereon and all appurtenances, rights, privileges and easements benefiting or belonging thereto.

TO HAVE AND TO HOLD the property to the use and benefit of the Grantee, in fee simple, forever.

SUBJECT TO Subject to all matters of record and all matters that an accurate survey would reveal.

Parcel Identification Number: _____

GRANTOR COVENANTS to warrant title to said land and defend the same against the lawful claims of all persons whomsoever and to execute such further assurances of the property as may be requisite.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed on the date first written above.

WITNESSES:

GRANTOR:

_____, a _____

Address: _____

Address: _____

By: _____ [SEAL]

Name:

Title:

State of _____

County of _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 202__, by _____, as _____ of _____, a Florida _____, who is personally known or ☐ has produced a driver's license as identification.

Name: _____

Notary Public, State of Florida

Expiration Date:

[Seal]

Exhibit C- Form of Bill of Sale

BILL OF SALE AND OMNIBUS ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BILL OF SALE AND OMNIBUS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made as _____, 202_ by _____, a _____ ("Seller"), and _____, a _____ ("Purchaser").

RECITALS

A. Pursuant to the terms of the Purchase and Sale Agreement, dated as of _____, by and between Seller and Purchaser (the "Contract"), Seller is selling to Purchaser, and Purchaser is purchasing from Seller, the Property (as defined in the Contract).

B. Seller desires to sell, convey and assign to Purchaser, and Purchaser desires to acquire, accept and assume from Seller, all of Seller's rights, title and interest, if any, in, to and under all fixtures and tangible personal property located on the Property (if any) and all leases, licenses and occupancy agreements for space at the Property, if any, together with all security deposits thereunder, if any (collectively, the "Assets").

NOW, THEREFORE, for Ten Dollars (\$10) and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, Seller and Purchaser agree as follows:

1. Seller sells, assigns, conveys and transfers to Purchaser all of Seller's right, title and interest (if any) in, to and under the Assets.

2. Purchaser acquires, accepts and assumes the Assets from Seller and agrees to perform any and all covenants and obligations with respect to the Assets arising or accruing from and after the date of this Agreement.

3. The Assets are sold, assigned, conveyed, transferred, acquired, assumed and accepted "as is, where is, with all faults." This Agreement is made without representation, warranty or guaranty by, or recourse against, Seller of any kind whatsoever.

4. Seller and Purchaser allocate no value to the Assets.

5. This Agreement shall be binding upon and inure to the benefit of Seller and Purchaser and their respective successors and assigns.

6. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws).

7. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. Electronic signatures, and counterparts transmitted by e-mail or facsimile, shall be valid and binding to the same extent as originals.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller and Purchaser have executed this Bill of Sale and Omnibus Assignment and Assumption Agreement as of the date first written above.

SELLER:

_____, a _____

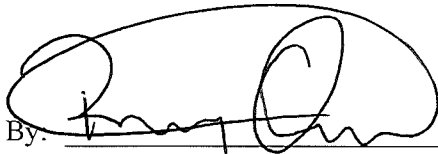
By: _____

Name:

Title:

PURCHASER:

_____, a _____

By:  _____

Name: Rodney Denson

Title: Board President

ITEM 7.E

Approval to submit an Urban and Community Forestry Grant application for Lakefront Park

Request

Approval to submit an Urban and Community Forestry Grant application for the benefit of Lakefront Park

Explanation

The Parks and Recreation Department would like approval to apply for a Urban and Community Forestry Grant, which is funded through the federal Bipartisan Infrastructure Law. If awarded, grant funding would be used for invasive species control, reforestation and tree preservation along the Kissimmee Lakefront Park shoreline. There is no City match required and the City could receive up to \$75,000 in grant funds. If awarded, the budget will be amended accordingly.

Recommendation

Staff recommends that Commission approve the submission of an Urban and Community Forestry Grant application for the benefit of Lakefront Park and that the City Manager be authorized to sign any and all documents related to the grant.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Parks & Recreation

Presenter: Steve Lackey

Attachment(s):

1. Urban Community Grant Info

Urban & Community Forestry (BIL)

A grant program funded through the Bipartisan Infrastructure Law is now open. This new funding source will be utilized for invasive species control and reforestation, along with improving stormwater retention through urban forestry, and tree preservation during construction. This funding will have the match requirements waived, with grant funding available for the total project cost.

Application Deadline: Nov. 17, 2023

Contribution Match: 0%

Grant Amount: \$75,000 max request

Total Funding Available: \$750,000

Eligible Grant Activities:

- Remove invasive trees and replace them with native trees in areas where they will provide direct benefit to Floridians through energy reduction, mitigating urban heat, water or air quality improvement, stormwater runoff avoidance, or increasing greenspace accessibility. Projects in this category must follow the tree-planting requirements listed later in this section.
- Plant trees in disadvantaged communities, as identified by the Climate and Economic Justice Screening Tool.
- Plant trees in riparian or coastal waterway areas to decrease erosion, improve stormwater runoff capture, and enhance the water quality of Florida's waterways.
- Provide a service that enhances tree preservation during construction by offering tree preservation advice to developers and homebuilders at no cost to the builder.
- Conduct an analysis of areas within municipality boundaries to identify the most valuable locations for tree planting initiatives to capture the most stormwater runoff.

ITEM 7.F

Master Agreement for Citywide Mechanical, Electrical, and Plumbing Continuing Services

Request

Approval to authorize staff to negotiate master service agreements for Citywide Mechanical, Electrical, and Plumbing continuing services.

Explanation

Public Works & Engineering Department requested the Purchasing Division solicit proposals (RFP 2023-005) for the purpose of selecting experienced and qualified companies to provide Mechanical, Electrical, and Plumbing Continuing Services as necessary.

RFQ 2023-005 was issued and five (5) firms submitted proposals. The selection committee met on September 5th, 2023 to evaluate and score the proposals. The consensus of the selection committee was to request the Commission authorize staff to enter into negotiations with two (2) firms. The following is a listing of the firms and the ranking:

1. Air Mechanical & Service Corp. (AMSCO)
2. K.M. Electric Service, LLC

A recommendation of award was posted and no protests were received. The negotiated contracts will be brought back for Commission review and consideration at a later date.

Recommendation

Staff recommends City Commission approval to negotiate master agreements for Mechanical, Electrical, and Plumbing services with Air Mechanical & Service Corp. (AMSCO) and K.M. Electric Service, LLC.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. Notice of Intent - RFP2023-005



PURCHASING OFFICE
101 CHURCH STREET KISSIMMEE,
FL 34741

NOTICE OF INTENDED ACTION

Date: September 20, 2023
To: All Submitters on Record
Issued By: Debbie Luke, Purchasing Coordinator
Subject: RFP2023-005 Mechanical, Electrical and Plumbing Trades

The Evaluation Committee has completed their review and evaluation for the above referenced solicitation. The Purchasing Division hereby provides notice that the Evaluation Committee's recommendation is to award this solicitation to the below companies. This shall now be submitted to the Commission to seek award.

Mechanical – AMSCO
Electrical – K.M Electrical Services

Respectfully,

Purchasing

ITEM 7.G

Master Agreement for Construction Manager at Risk Continuing Services

Request

Approval to authorize staff to negotiate master service agreements for Construction Manager at Risk continuing services.

Explanation

Public Works & Engineering Department requested the Purchasing Division to solicit proposals (RFP 2023-007) for the purpose of selecting experienced and qualified companies to provide continuing Construction Manager at Risk services. The firms will work during the design, bid/award, construction and City occupancy phases with a City selected architectural/engineering firm on capital construction projects with a construction value up to \$4,000,000.

RFP 2023-007 was issued and ten (10) firms submitted proposals. The selection committee met on September 5th, 2023 to evaluate and score the proposals. The consensus of the selection committee was to request the Commission to authorize staff to enter into negotiations with five (5) firms. The following is a listing of the firms and the ranking:

1. Balfour Beatty Construction, LLC
2. Core Construction Services of Florida, LLC
3. Charles Perry Partners, Inc.
4. Votum Construction, LLC
5. Wharton-Smith, Inc.

A recommendation of award was posted and no protests were received. The negotiated contracts will be brought back for Commission review and consideration at a later date.

Recommendation

Request Commission approval to authorize staff to negotiate master service agreements for Construction Manager at Risk services with Balfour Beatty Construction, LLC, Core Construction Services of Florida, LLC, Charles Perry Partners, Inc., Votum Construction and Wharton-Smith, Inc.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. Notice of Intent - RFP2023-007



PURCHASING OFFICE
101 CHURCH STREET KISSIMMEE,
FL 34741

NOTICE OF INTENDED ACTION

Date: October 19, 2023
To: All Bidders on Record
Issued By: Debbie Luke, Purchasing Coordinator
Subject: RFQ2023-007 Construction Manager at Risk Continuing Services

The evaluation process has been completed for all submittals for Construction Manager at Risk Continuing Services. The Purchasing Division hereby provides notice that the Public Works and Engineering Department will recommend award of this solicitation to following firms. This shall now be submitted to the Commission for award.

- Balfour Beatty
- Wharton – Smith
- Votum Construction
- Core Construction
- CPPI

We appreciate all your bids and will be pleased to see your interest in other projects that come up for the City of Kissimmee.

Respectfully,

Purchasing

ITEM 7.H

Master Agreement for Architectural and Engineering Continuing Services

Request

Approval to authorize staff to negotiate master service agreements for Architectural and Engineering continuing services.

Explanation

The Public Works & Engineering Department requested the Purchasing Division solicit proposals (RFP 2023-006) to select experienced and qualified companies to provide professional architectural and engineering design services as necessary. These services will be provided for capital construction projects with a construction value of up to \$4,000,000.

RFQ 2023-006 was issued and fifteen (15) firms submitted proposals. The selection committee met on September 5th, 2023 to evaluate and score the proposals. The consensus of the selection committee was to request the Commission authorize staff to enter into negotiations with all firms. The following is a listing of the firms:

1. Baker Barrios Architects, Inc.
2. Barrientos Design & Consulting, Inc.
3. BEA Architects, Inc.
4. Bentley Group, Inc.
5. Bumpus & Associates, Inc.
6. Colliers Engineering & Design, Inc.
7. CPH, LLC
8. Forefront Architecture & Engineering
9. Franklin Design KPM-KMF Joint Venture
10. Florida Technical Consultants, Inc.
11. Harvard Jolly - PBK
12. Ohlson Lavoie Corp.
13. The Lunz Group
14. WSP,USA Environment & Infrastructure, Inc.
15. Zyscovich, LLC

The selected consultant may work with City selected contractors or construction management firms on City capital construction projects. The scope of services may include, but not be limited to, needs analysis, recommendations on modifications or additions to existing facilities or the construction of additional facilities, the planning and design for the construction of new facilities, and the construction administration for construction projects.

A recommendation of award was posted and no protests were received. The negotiated contracts will be brought back for Commission review and consideration at a later date.

Recommendation

Approval to authorize staff to negotiate master service agreements for Architectural & Engineering services with Baker Barrios Architects, Inc., Barrientos Design & Consulting, Inc., BEA Architects, Inc., Bentley Group, Inc., Bumpus & Associates, Inc., Colliers Engineering & Design, Inc., CPH LLC, Forefront Architecture & Engineering, Franklin Design KPM-KMF Joint Venture, Florida Technical

Consultants, Inc., Harvard Jolly-PBK, Ohlson Lavoie Corp., The Lunz Group, WSP Environmental & Infrastructure, Inc. and Zyscovich, LLC.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. Notice of Intent - RFP2023-006



PURCHASING OFFICE
101 CHURCH STREET KISSIMMEE,
FL 34741

NOTICE OF INTENDED ACTION

Date: October 19, 2023

To: All Bidders on Record

Issued By: Debbie Luke, Purchasing Coordinator

Subject: RFQ2023-006 Professional Architectural and Engineering Continuing Services

The evaluation process has been completed for all submittals for Professional Architectural and Engineering Continuing Services. The Purchasing Division hereby provides notice that the Public Works and Engineering Department will recommend award of this solicitation to following firms. This shall now be submitted to the Commission for award.

- Franklin Design KPM – KMF
- Bentley Group
- Bumpus & Associates
- WSP, USA, Inc
- Colliers Engineering & Design
- The Lunz Group
- Zyscovich, LLC
- Forefront Architecture & Engineering
- Baker Barrios
- CPH, LLC
- BEA Architects
- FTC, Inc
- Harvard Jolly
- Ohlson Lavoie Corp
- Barrientos Design & Consulting

We appreciate all your bids and will be pleased to see your interest in other projects that come up for the City of Kissimmee.

Respectfully,

Purchasing

ITEM 7.I

Second Amendment to the Interlocal Agreement between Osceola County and the City of Kissimmee regarding the provision of recreational programs at the Marydia Community Center

Request

Request approval of the Second Amendment to the Interlocal Agreement between Osceola County and the City of Kissimmee regarding the provision of recreational programs at the Marydia Community Center

Explanation

Osceola County and the City of Kissimmee entered into an Interlocal Agreement for recreational services at the Marydia Community Center on January 22, 2019 and a First Amendment on December 13, 2021 that extended the original contract date. These afterschool and summer programs have been well received and continue to serve the needs of the local Marydia Community. The City's Parks and Recreation Department operates the community center during regular business hours and the County coordinates after-hour functions and facility maintenance.

This Second Amendment, amends Section 4: Financial Responsibilities so that the County pays the City \$103,676 for the first 6 months of 2024 in monthly increments, beginning in January, as well as Section 5: Term of Agreement, which will extend the agreement through June 30, 2024 and may be extended upon mutual agreement.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
00100337-337103		Increase		\$103,676

Financial Summary:

Osceola County will pay the City of Kissimmee the amount of \$103,676 for the first six months of 2024 in monthly increments beginning in January 2024. If the agreement is extended into 2025 the City will receive an annual increase equal to the increase in employee salary, not to exceed 5% to cover cost increases, and 3% increase annually to cover cost increases in materials and equipment.

Recommendation

Approval of the Second Amendment to the Interlocal Agreement between Osceola County and the City of Kissimmee regarding the provision of recreational programs at the Marydia Community Center

REQUESTED CITY COMMISSION ACTION:

Approve

City of Kissimmee

Department: Parks & Recreation
Presenter: Steve Lackey

Attachment(s):

1. (S) COK Amendment 2 - Interlocal Agreement Marydia CC 10.10.2023
2. Interlocal Agreement - COK Recreation Programs EXECUTED 01-19-2019
3. Amendment 1 - COK Recreation Programs EXECUTED 12-13-2021

**AMENDMENT #2 TO THE
INTERLOCAL AGREEMENT BY AND BETWEEN
OSCEOLA COUNTY AND THE CITY OF KISSIMMEE
REGARDING PROVISION OF RECREATIONAL PROGRAMS
AT THE MARYDIA COMMUNITY CENTER**

THIS AMENDMENT is made and entered between OSCEOLA COUNTY, a political subdivision of the State of Florida, 1 Courthouse Square, Kissimmee, FL 34741 (hereinafter referred to as the “County”) and the City of Kissimmee, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741, (hereinafter referred to as the “City”).

WITNESSETH:

WHEREAS, the COUNTY and the CITY entered into an Interlocal Agreement titled INTERLOCAL AGREEMENT BY AND BETWEEN OSCEOLA COUNTY AND THE CITY OF KISSIMMEE REGARDING PROVISION OF RECREATIONAL PROGRAMS AT THE MARYDIA COMMUNITY CENTER for recreational programs at the Marydia Community Center, which has a termination date of December 31, 2021; and

WHEREAS, the COUNTY and the City entered into an amendment to the Interlocal Agreement titled AMENDMENT #1 TO THE INTERLOCAL AGREEMENT BY AND BETWEEN OSCEOLA COUNTY AND THE CITY OF KISSIMMEE REGARDING PROVISION OF RECREATIONAL PROGRAMS AT THE MARYDIA COMMUNITY CENTER for recreational programs at the Marydia Community Center, which has a termination date of December 31, 2023; and

WHEREAS, the Agreement provides in Section 8.12 that the Agreement may be amended upon written mutual agreement; and

WHEREAS, the parties desire to amend Section 4. Financial Responsibilities, and Section 5. Term of Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties agree as follows:

1. Section 4. Financial Responsibilities is hereby amended to read as follows:

SECTION 4. FINANCIAL RESPONSIBILITIES

Operational Funding. Subject to the terms and conditions set forth herein, upon full execution of this Agreement, the County will pay the City the amount of \$103,676.00 for the first six months of 2024 calendar year in monthly increments beginning in January 2024. Subsequently, if the agreement is extended in to 2025 the City will receive an annual increase equal to the increase that City of Kissimmee employees receive, not to exceed 5% to cover cost increases in salaries and benefits, and a 3% increase annually to cover cost increases in materials and equipment as provided in Exhibit A.

Funding will be paid by the 15th of each month, as indicated below:

Starting	Monthly Payment	Total Funding Amount
January 1, 2024	\$17,279.33	\$103,676.00

The services to be performed in accordance with this Agreement are subject to annual appropriation of funds by the County. Failure of the County to appropriate funds in the budget will be considered a default by the County and termination of the agreement.

2. Section 5. Term of Agreement is hereby amended to read as follows:

SECTION 5. TERM OF AGREEMENT

The term of this Agreement is amended to extend through June 30, 2024, and may be extended in the best interest of both parties.

3. These changes shall be effective upon execution of this Amendment by both parties.

4. The terms and conditions of the original Agreement and any subsequent Amendment(s) shall remain in full force and effect. To the extent of any conflict between this Amendment and the original Agreement or any prior Amendment(s) thereto, the terms and conditions of this Amendment shall prevail.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives have executed this Amendment effective the _____ day of _____, 2023.

**BOARD OF COUNTY COMMISSIONERS
OF OSCEOLA COUNTY, FLORIDA**

By: _____
Chair/Vice Chair

ATTEST:
OSCEOLA COUNTY CLERK OF THE BOARD

By: _____
Clerk/ Deputy Clerk of the Board

As authorized for execution at the Board of
County Commissioners meeting of:

CITY OF KISSIMMEE

By: _____
Mayor - Commissioner

Date: _____

ATTEST:

Linda Hansel, City Clerk

Approved as to form and legal sufficiency:

City Attorney

EXHIBIT A

Year Six (6 months) 2024	Salary & Wages	$\$162,154 \times 1.05 \times 0.5$	\$85,130.85
	Other Expenses	$\$36,010 \times 1.03 \times 0.5$	\$18,545.15
	Total		\$103,676.00



**INTERLOCAL AGREEMENT BY AND BETWEEN
OSCEOLA COUNTY AND THE CITY OF KISSIMMEE
REGARDING PROVISION OF RECREATIONAL PROGRAMS
AT THE MARYDIA COMMUNITY CENTER**

THIS INTERLOCAL AGREEMENT is made and entered into between OSCEOLA COUNTY, a political subdivision of the State of Florida, 1 Courthouse Square, Kissimmee, FL 34741 (hereinafter referred to as the "County") and the City of Kissimmee, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741, (hereinafter referred to as the "City").

WITNESSETH:

WHEREAS, the County owns and operates the Marydia Community Center, located at 707 Sawdust Trail, Kissimmee, FL 34744 (hereinafter referred to as the "Center") for the benefit of members of the community; and

WHEREAS, this facility serves as a major focal point for community related activities; and

WHEREAS, the Parties are mutually interested in providing recreational programs and community events for the benefit of community residents; and

WHEREAS, in an effort to provide efficient and effective government services for the community, the parties desire for the City to provide such programs at the Center; and

WHEREAS, the parties hereto have agreed to the terms and conditions cited herein.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties agree as follows:

1. PURPOSE OF AGREEMENT.

The purpose of this agreement is to set out terms for the City to provide after-school care for ages 5-12, and summer recreational programs for children Grades K-5 at the Center.

2. SERVICES PROVIDED AT CENTER.

Currently, the Center is used for County events, community events, private rentals, and by the Supervisor of Elections from time to time as a polling location. Pursuant to this Agreement, the City Parks and Recreation Department shall provide programs for Osceola County residents.

2.1 City Programs Conducted at Center.

The City will provide the following free programs at the Center:

2.1.1 Summer camp program for grades K-5 each year for eight (8) weeks, Monday through Friday.

2.1.2 School year programs each year for forty-three (43) weeks, Monday through Friday. This includes after-school programs each weekday.

2.1.3 Community events: Fall into Fun, Breakfast with Santa, and Easter Jam.

The City shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth herein.

2.2 **Scheduling.**

2.2.1 **City Programs – Hours and Days of Operation.** Hours of operation for the City program activities identified in Section 2.1 will be submitted annually by January 1 of each year and must be approved by the County Manager or his designee.

2.2.2 **Coordinating Programs and Events.** City program schedules will be incorporated into the County facility reservation system, so those hours can be blocked for the portions of the facility used by the City.

2.2.3 The County will coordinate with the City to avoid conflicts with the regular program activities of the City. The Center has been established for the enjoyment and use of the local community, and as such there are a number of civic organizations, both for profit and nonprofit, that currently use or rent the facility. These organizations will continue to have use of the Center on weekends and after program hours from 6 PM until 8 PM on available weekdays.

3. **PROVISION AND MAINTENANCE OF FACILITIES.**

3.1 **The Property.** For and in consideration of the covenants and obligations specified in this Agreement, the County's Center, including the common entrance and driveway, parking area, Quonset hut and associated grounds, as well as the interior of the Center, shall be made available to the City to provide the programs outlined herein. The City shall provide day-to-day operation of the Center, subject to the conditions and limitations herein expressed, for so long as this Agreement is in effect and the City is providing the services set forth in this Agreement.

3.2 **Responsibilities of the County.**

3.2.1 **Capital Improvements.** Should capital improvements to the Center be deemed necessary by the County, the County, in its sole and absolute discretion, will allocate capital funding to be associated with building renovation, modification and construction, furnishings, and fixtures to be included within the Center. Efforts will be made by the Contract Manager to include the City Parks and Recreation Department in any major design and decision making regarding the project. The Contract Manager will be responsible for project budget oversight, renovation, modification and construction coordination, safety, site access, and security during renovation and construction.

3.2.2 **Facility Maintenance.** Except to the extent required of the City below, the County shall be responsible for routine maintenance of the water, sanitary sewer, heating/ventilating/air conditioning, and all life safety systems including fire alarm and sprinkler systems, exit and emergency lighting, fire extinguishers and the annual and quarterly certifications as required for the Center. The County will be responsible

for repair and maintenance of any sound or computer system equipment. The County also shall be responsible for major Center structural repairs, locks, doors and associated hardware, exterior maintenance of the building, landscaping, and for the maintenance of the common entrance, sidewalk, driveway, playground and parking lot. Refurbishment and maintenance programming will be appropriate for the extensive use of the facility.

3.2.3 Utilities. The County, at its sole cost and expense, shall obtain and promptly pay for all services furnished to or consumed within the Center, including, but not limited to; electric, cable, telephone, gas, water, sewer, garbage collection and all charges related to any of these services.

3.3 Responsibilities of the City.

3.3.1 Use of the Center. The City shall use the Center solely for the programs outlined in Section 2.1 and for no other purpose without the prior written consent of the County.

The City recognizes that the community uses various parts of the Center, and the County will coordinate with the City to designate areas in which children are allowed to move about. Public areas are the hallways, restrooms, offices and entrance foyer. Children needing to be in these areas are to be supervised and required to walk.

3.3.2 Upkeep of the Facility. Except for those items to be maintained by the County as set forth in Section 3.2.2, the City agrees to maintain, in good order and condition, all non-structural interior portions of the Center, and shall ensure that all portions of the Center are safe, attractive, clean, and in an orderly condition, free of rubbish, graffiti, debris, and unlawful obstruction. Listed below are the minimum basic maintenance standards required of the City. The City will be responsible for maintaining Material Safety Data Sheets (MSDS) for all products used at the site.

The City will be responsible for the following:

(a) Janitorial

Restrooms

Clean and restock as needed, at a minimum daily (sometimes restrooms are cleaned several times a day, depending on activities)

Clean countertops, sinks, toilets

Mop floor (neutral floor cleaner), provided by County

Stock toilet paper, paper towels, hand soap, provided by County

Floors

Mop or sweep all floors daily (neutral floor cleaner), provided by County

Vacuum offices, hallways and computer room daily

Clean all scuffmarks on all flooring as required, or minimally on a monthly basis

Kitchen

Clean countertops, sink

Clean all appliances including refrigerator, food warmer, ice machine (use a specifically-designed stainless steel cleaner on all stainless steel items), provided by County

Lighting

Replace light bulbs as needed, provided by County

Trash

Empty trash inside the building daily (City will supply trash bags)

Keep trash picked up around the outside of the building as needed, and minimally once per day

Setting up for events

Set up and take down tables and chairs for events. Set-up of tables and chairs varies depending on the event

Wash off tables and chairs as needed

Set up sound system when needed for events

Other

Keep walls cleaned and paint when necessary, provided by County

Clean tables using an environmentally neutral product, provided by County

Perform weekly inspection of basketball court, area fencing and playground area/equipment. Make sure that nothing is broken on any of the equipment.

Notify County if an item needs to be repaired. Close the playground and notify the County if any condition is deemed unsafe. Playground to remain closed until County makes necessary repairs.

Clean the mirrors in the gym several times a week as needed using a glass cleaner

(b) HVAC

Replace AC filters monthly – use bleach to clean, filters provided by County

(c) Plumbing

Unclog toilets as needed

3.3.3 Compliance with Legal Requirements. During the term of this Agreement, the City shall comply with and cause the Center to be in compliance with:

(a) All laws, ordinances and regulations, and other governmental rules, orders and determinations, whether or not presently contemplated, that are applicable to the Center or the uses conducted at the Center, including without limitation, the Americans With Disabilities Act, the Florida Americans With Disabilities Accessibility Implementation Act, and all statutes, rules and regulations regarding background checks, fingerprinting and drug and alcohol free workplace for employees and volunteers of the City;

(b) The terms of any easements, covenants, conditions, and restrictions affecting the Center that are permitted encumbrances or are created with written consent of the County after the date of this Agreement. If any additions, alterations, changes, repairs or other work of any nature, structural or otherwise, shall be required or ordered or become necessary at any time during the term because of any of the requirements

contained in this subsection 5.8, the entire expense of the same, irrespective of when the same shall be incurred or become due, shall be the sole responsibility of the County.

3.3.4 **Staffing.** The City will be responsible for all staffing needs sufficient to support operation of the Center in the manner described in this Agreement. This includes staffing necessary for support of program activities, including chair and table set-up and take-down and closing the Center. Staffing may include volunteers and part-time staff, so long as one paid, full or part time supervisory staff person representing the City is present at all times the Center is occupied. All staff must have a current, national background check, allowing them to work with and around children.

3.3.5 **Annual Inventory.** The City will provide a complete inventory of all items within the facility owned by the City by January 15th of each year. The inventory shall include individually assessed values for each item listed. Except for personal property brought to the Center by individuals for their use, all other items located at the Center, whether or not listed on the inventory, and those owned or purchased by the City and or County for the City programs throughout the term of the Agreement, are considered and shall remain the property of the County.

3.3.6 **Annual Reporting.** The City, in coordination with the County Manager or his designee, shall present an annual report to the BCC.

3.3.7 **Advertising/Signage.** During the term of this Agreement, the City shall be permitted to use space designated by the County within the Center to advertise and to encourage visitors to the Center or Center-related activities. The location and content of all signage (i.e., directional, informational, or interpretive) and exhibits must be approved jointly by the City and the County Manager or his designee prior to purchase or installation to ensure conformance with zoning requirements, continuity, and consistency with County-established standards. The City will provide all program advertising and promotion.

3.3.8 **Motion Picture License.** The City will secure a Motion Picture Licensing Corporation (MPLC) Certificate of License annually

4. **FINANCIAL RESPONSIBILITIES.**

4.1 **Operational Funding.** Subject to the terms and conditions set forth herein, upon full execution of this Agreement, the County will pay the City the amount of \$162,733 for the 2019 calendar year beginning in February 2019, in monthly increments beginning in February, 2019. Subsequently, for a period of two consecutive years, the City will receive an annual increase equal to the increase that City of Kissimmee employees receive, not to exceed 5% to cover cost increases in salaries and benefits, and a 3% increase annually to cover cost increases in materials and equipment. This contract may be extended for up to two additional years with the agreement of both parties. In such case, the two additional years would also include a 5% increase annually to cover cost increase in labor and a 3% increase annually to cover cost increases in materials and equipment. (See Exhibit C)

Funding will be paid by the 15th of each month, as indicated below:

Starting	Monthly payment	Annual funding amount
February 2019	\$14,793.91	\$162,733.00
January 2020	\$15,085.08	\$181,021.00
January 2021	\$15,782.75	\$189,393.00
Optional contract extension:		
January 2022	\$16,513.67	\$198,164.00
January 2023	\$17,279.33	\$207,352.00

The services to be performed in accordance with this Agreement are subject to annual appropriation of funds by the County. Failure of the County to appropriate funds in the budget will be considered a default by the County and termination of the agreement.

5. TERM OF AGREEMENT.

The initial term of this Agreement shall commence on the first day of the month following the date the last party executes the Agreement, which is the effective date, and shall continue until the earlier of December 31, 2021, or termination as set forth below.

5.1 Termination. This Agreement may be terminated:

(a) By either party if the other party fails to perform any of its obligations under this Agreement and does not cure such failure, after notice, within the time periods specified in Section 7 hereof; or

(b) Either party provides notice of its intent to cancel this Agreement by providing 90 days' notice, in writing. During this time period, the Center is to remain open and operational per this Agreement. All remaining items become the uncontestable property of the County. Only personal property owned by the City, and identified within the approved City inventory, may be removed by the City from the Center. The City will be responsible for any and all costs associated with the vacation process until completed, including after the term ends.

(c) As further set forth herein.

5.2 Funding Upon Termination or Dissatisfaction. In the event of termination of this Agreement by the County, and not due to default by the City, the City may retain compensation only for those services completed prior to the effective date of termination. All remaining funds must be returned to the County, along with an accounting of all retained and returned funds, within thirty (30) days of termination. In the event of termination of this Agreement due to breach or default by the City, or at the written request of the City, the City may retain compensation only for those services completed prior to the effective date of termination. This provision shall in no way be construed as the sole remedy available to the County in the event of breach or default by the City.

6. INSURANCE.

6.1 The City shall provide the County proof of insurance annually, prior to January 1 of each year this Agreement is in effect.

6.1.1 Types of Insurance. At all times during the term of this Agreement, the City shall maintain:

(a) Commercial general liability insurance, including products and completed operations, bodily injury and property damage liability, contractual liability, independent contractors' liability and personal and advertising injury liability against claims occurring on, in, or about the Property, or otherwise arising under this Agreement;

(b) \$5,000,000 in general liability insurance;

(c) Commercial automobile liability insurance, including coverage for the operation of owned, leased, hired and non-owned vehicles;

(d) Appropriate workers compensation and employer's liability insurance as shall be required by and be in conformance with the laws of the State of Florida; and

6.1.2 Amount. Such liability insurance shall be maintained in the following minimum amounts:

(a) Commercial general liability
\$1,000,000 per occurrence
\$1,000,000 damage to rental premises
\$1,000,000 personal and advertising injury
\$1,000,000 products-completed operations aggregate; and

(b) Umbrella or excess liability
\$4,000,000 per occurrence and aggregate; and

(c) Automobile liability
\$1,000,000 per accident (PI and PD combined single limit); and

(d) Workers compensation
As required by law; and

(e) Professional liability/errors & omissions
\$1,000,000 per occurrence/aggregate – including entity coverage; and

(f) Crime coverage
Type: Blanket Crime Bond Limit: \$400,000, or
Crime Liability Policy for \$1,000,000; and

(g) Sexual misconduct/abuse liability endorsement.

6.3.3 County Maintains Casualty Insurance. At all times during the term of this Agreement, the County shall maintain insurance against loss or damage by fire, and such other risks and hazards as are insurable under then available standard forms of fire insurance policies with extended coverage to the Center for the full insurable value thereof.

6.3.4 Insurance Defaults. All such insurance shall be written in form and substance satisfactory to the County in its sole judgment by an insurance company of

recognized responsibility authorized to do business in the State of Florida; provided that insurance companies with a rating from A. M. Best Company of A-7 or better shall be deemed satisfactory. Upon failure of the City to procure, maintain, and pay all premiums therefore, the County may do so at its option and the City agrees to pay the cost thereof to the County upon demand, together with interest thereon at the prime rate. Notwithstanding the foregoing, the County shall provide 30 days' written notice to the City of its intent to procure insurance upon the City's failure to do so, during which period the City shall be entitled to cure its failure; provided however, that no notice or opportunity to cure shall be required if insurance for the Center has lapsed. The City shall furnish evidence of such insurance to the County. The certificate shall contain a standard insurance industry statement prohibiting cancellation, termination, or modification of the policy or reduction of coverage without first giving the County thirty days prior written notice of such proposed action, except in the event of non-payment of the premium, for which the County shall be given 10 days written notice of such proposed action. Osceola County Board of County Commissioners shall be named as additional insured on all liability policies.

7. DEFAULT; REMEDIES.

7.1 Default and Remedies. Any one or more of the following events shall constitute an event of default by the City under this Agreement:

(a) The City fails to perform or observe any covenant or condition to be performed or complied with by the City under this Agreement, and the failure continues for thirty days after written notice by the County to the City, or, if the default complained of is not a monetary default and is of such a nature that it cannot reasonably be completely cured or remedied within such 30-day period, the City fails to commence to cure the default during the 30-day period, or does not thereafter diligently prosecute such remedy or cure to completion;

(b) The City files or there is filed against the City a petition in bankruptcy or a petition or answer seeking reorganization under the Federal Bankruptcy Code or any other applicable statute; or

(c) An order is entered adjudicating the City bankrupt or approving an involuntary petition seeking a reorganization of the City under the Federal Bankruptcy Code or any other applicable statute or appointing a receiver, trustee or conservator for all or any substantial part of the property of the City, and the order is not vacated or stayed within one hundred eighty days of entry; or

(d) This Agreement or the Center or any part of the Center is taken upon execution or by other process of law directed against the City or is taken upon or subjected to any attachments by any creditor of the City or claimant against the City, and the attachment is not discharged within thirty days after its levy. The County shall have the right, at its option, then or at any time while the event of default continues, to give a written notice specifying a date on which this Agreement shall terminate, and on that date, subject to any provisions of this Agreement, relating to the survival of the City's obligations, this Agreement shall terminate.

7.2 County Remedy. In the Event of a Default by the City, the County shall have the following remedy: the right, at its option, then or at any time while the default continues to give a written notice specifying a date on which this Agreement shall terminate with a minimum of 90 days'

notice, and on that date, subject to any provisions of this Agreement relating to the survival of the City's obligations, this Agreement shall terminate. Upon such termination, the County may re-enter and take complete and peaceful possession of the Center and, with or without process of law, remove all persons and all furniture, fixtures, equipment and other personal property located on the Center, and owned or leased from third parties by the City, by force or otherwise, without being liable in damages for these actions, in which event the City shall peacefully and quietly yield up and surrender the Center to the County.

7.3 County Default. If the County shall violate, neglect, or fail to perform or observe any of the representations, covenants, provisions, or conditions contained in this Agreement on its part to be performed or observed, which default continues for a period of more than thirty days after receipt of written notice from the City specifying such default, the City may give a written notice specifying a date on which this Agreement shall terminate and on that date this Agreement shall terminate.

7.4 General Non-Compliance. If the City is found to not be in compliance at any time, the County Manager, or his designee, may issue a written notice of non-compliance requiring a maximum fifteen (15) day resolution towards compliance of any identified issue. Following notification, failure to find resolution and be in compliance with this Agreement may result in termination of the Agreement by the County following ninety (90) days' notice.

7.5 Notice and Cure. In the event any party breaches the terms and provisions of this Agreement, the non-defaulting party shall not exercise any remedies for such breach unless the non-defaulting party has notified the defaulting party in writing of the breach and demanded compliance with this Agreement. The party who has breached this Agreement shall remedy its breach within three (15) business days of receipt of written notice thereof, unless such breach is susceptible of cure and such cure cannot, with diligence, be completed within the three-business-day period, in which case additional time shall be afforded, provided cure is begun within the three-business-day period and diligently and continuously thereafter prosecuted to completion, provided that in no event shall such additional time exceed thirty days from receipt by the defaulting party of written notice of the breach. If a cure is not completed after notice and within the allowed cure period, a non-defaulting party may declare a breaching party in default and may exercise its remedies as provided in this Agreement.

7.6 Self-Help. If an event of default occurs as a result of the City's failure to pay any assessments or other charges, or maintain required insurance coverage, the County, without waiving or releasing any obligation or event of default, may (but shall be under no obligation to) make the payment for the account and at the expense of the City. All sums so paid by the County, together with interest thereon at the prime rate, shall be paid by the City to the County on demand.

7.7 Damage or Destruction. If the Center or any part thereof is damaged or destroyed by fire or other casualty, then the County, at County's option, may repair, restore, replace or rebuild the Center. If the repair of the Center is reasonably anticipated to exceed nine months, then either party may terminate this Agreement by providing notice, in writing, to the other party within ninety days after the occurrence of such damage or destruction.

8. GENERAL PROVISIONS

8.1 No Waiver. No waiver or assent, express or implied, to any breach of covenants hereunder shall be deemed a waiver of any breach of any other covenants under this Agreement or a waiver of any succeeding breach of the same covenants. No waiver shall be deemed to have been given by a party's failure to enforce the terms of this Agreement strictly, unless such waiver shall be in writing and shall state the specific act or failure the party has agreed to not treat as an event of default.

8.2 Entry and Inspection. During the entire term of this Agreement, or any extension hereof, the County shall have the right to enter upon and inspect the Center, for any purpose, at any reasonable time.

8.3 Surrender. Upon the termination of the City's rights of use under this Agreement (whether as a result of the expiration of the Term, or any sooner termination thereof in accordance with the terms of this Agreement), the City shall immediately surrender use of the Center to the County in the same condition and state of repair as the Center was in upon delivery of possession thereof to the City under this Agreement, reasonable wear and tear excepted. The City shall also thereupon surrender all keys for the Center to the County. The City shall remove all its trade fixtures and those improvements which the County requests to be removed before surrendering the Center to the County as aforesaid, and the City shall promptly repair any damage caused to the Center thereby. Title to all alternations, additions, decorations, improvements, that are not removed as required shall immediately vest in the County. The City's obligation to observe or perform this covenant shall survive the termination of this Agreement and the City's rights of use hereunder. If the City fails to surrender the Center upon termination or expiration of this Agreement and the County has not consented in writing to such holdover, in addition to any other remedies available to the County, the City shall defend, indemnify and hold the County harmless from all costs, including attorney's fees and liability resulting from such failure.

8.4 Assignment. The City shall not be permitted to assign, nor transfer any of its rights and obligations under this Agreement without the prior written consent of the County, which may be withheld in its absolute discretion.

8.5 Professional Fees. Each party shall be responsible for securing its own counsel for representation relative to all matters associated with performance of this Agreement, unless otherwise specified herein, and each party shall be responsible for the payment of the fees of its own attorneys and other professional advisors or consultants in connection therewith.

8.6 Time of the Essence. Time is of the essence with respect to all provisions of this Agreement.

8.7 Extension of Time Periods. In the event that the last day of any period of time on any date specified in this Agreement shall fall on a weekend or legal holiday, or any day when governmental offices in Osceola County are closed, such period of time shall be extended through the end of the next work day following, or the next date during which such governmental offices are open.

8.8 No Joint Venture. Nothing in this Agreement shall be deemed to constitute the creation of a joint venture or partnership relationship between the County and the City.

8.9 Counterparts. This Agreement may be executed in multiple counterparts. Each such counterpart shall be deemed an original of this Agreement, so that in making proof of this Agreement, it shall only be necessary to produce or account for one such counterpart bearing the other party's original signature.

8.10 Entire Agreement. This Agreement, including the Exhibits, which are incorporated herein by reference, constitutes the entire agreement among the parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth herein.

8.11 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns and, as applicable, to heirs and legal representatives of the parties hereto; provided however, that this Agreement shall not inure to the benefit of any assignee of the City pursuant to an assignment which is not in compliance with the terms of this Agreement.

8.12 Amendments. No amendment, supplement, modification or waiver of this Agreement shall be binding unless executed in writing by both parties hereto.

8.13 Notices to Parties. Whenever this Agreement requires or permits any consent, approval, notice, request, proposal, or demand from one party to another, the content, approval, notice, request, proposal, or demand must be in writing to be effective and shall be delivered to and received by the party intended to receive it;

- (a) By hand delivery to the person(s) hereinafter designated, or
- (b) By overnight hand delivery addressed as follows, or
- (c) Through the United States Mail, postage prepaid, certified mail, return-receipt requested, or
- (d) Delivered and received by facsimile telephone transmission or other electronic transmission (provided that an original of the electronically transmitted document is delivered within five days after the document was electronically transmitted) upon the date so delivered to and received by the person to whom it is at the address set forth opposite the party's name below:

To the County: Osceola County Manager
1 Courthouse Square
Suite 4700
Kissimmee, FL 34741
Phone: (407) 742-2385
Fax: (407) 742-3291

To the City of Kissimmee: City Manager
101 Church Street
Kissimmee, Florida 34741
Phone: (407) 847-2821

Either of the foregoing parties may, by notice in writing given to the other, designate any further or different addresses to which subsequent notices, certificates or other communications shall

be sent. Any notice shall be deemed given on the date such notice is delivered by hand or facsimile transmission or three (3) days after the date mailed.

8.14 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be revised so as to cure such invalid, illegal or unenforceable provision to carry out as nearly as possible the original intent of the parties.

8.15 Governing Law and Venue. This Agreement and all agreements entered into in connection herewith will be performed in Osceola County. The laws of Florida shall govern the validity, construction, enforcement and interpretation of this Agreement. In the event of litigation among the parties hereto, their successors or assigns, with regard to this Agreement and any subsequent supplementary agreements or amendments, venue shall lie exclusively in Osceola County.

8.16 Litigation. In any action at law or in equity between the parties hereto occasioned by a default hereunder, the prevailing party shall be entitled to collect its reasonable attorneys' fees actually incurred in the action from the non-prevailing party. As used herein, the term "prevailing party" shall mean the party who receives substantially the relief sought. If the prevailing party utilizes "in-house" counsel, such party's reasonable costs, expenses and overhead for the time expended by the prevailing party for such in-house counsel in the aforementioned action shall be recoverable by the prevailing party in the same manner as other attorneys' fees.

8.17 Waiver of Jury Trial. Each party hereby knowingly, voluntarily and intentionally waives the right to a trial by jury with respect to any litigation (including but not limited to any counterclaims, cross claims or third party claims), whether now existing or hereafter arising, and whether sounding in contract, tort, equity or otherwise, regardless of the cause or causes of action, defenses or counterclaims alleged or the relief sought by any party, and regardless of whether such causes of action, defenses or counterclaims are based on, or arise out of, under or in connection with this Agreement or its subject matter, out of any alleged conduct or course of conduct, dealing or course of dealing, statement (whether verbal or written), or otherwise. Any party hereto may file a copy of this Agreement with any court as conclusive evidence of the consent of the parties hereto to the waiver of any right they may have to trial by jury.

8.18 Radon Disclosure. 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 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 the county public health unit. The City has made no independent inspection of the Property to determine the presence of conditions that may result in radon gas and the County will make no independent inspection prior to occupancy; however, the City is not aware of any such condition. Certain building methods and materials have been proven to reduce the possibility of radon gas entering the building.

8.19 Auditing, Records and Inspection. In the performance of this Agreement, the City shall, in compliance with generally accepted accounting procedures, maintain adequate records and supporting documentation applicable to all services, work, information, expenses, costs, invoices, and materials, provided and performed pursuant to the requirements of this Agreement. Said records and documentation shall be retained by the City for a minimum of five (5) years from the date of

natural expiration or termination of this Agreement, and/or any Amendment(s) hereto. The County and its authorized agents shall, after providing reasonable notice, have the right to audit, inspect, and copy all such records and documentation as often as the County deems necessary during the term of this Agreement, and during the five (5) year period thereafter, as required above, provided that such activity is conducted during normal business hours and at the expense of the County. The County has the right to terminate this Agreement based upon the findings in any audit, without regard to any notice requirement for termination.

8.20 Indemnification. The City agrees to indemnify, defend, and hold the County and its commissioners, officers, employees, and agents harmless from and against any and all claims, demands, civil or criminal actions (including enforcement proceedings initiated by any government agency), penalties, suits, proceedings and liabilities (including the cost of defense, settlement, appeal, reasonable attorney's fees and disbursements and any other amounts payable to third parties in connection with such matters) and costs and expenses related thereto ("Claims"), that the County, its officers, employees or agents may have alleged against them, incur, become responsible for, or pay out for any reason caused by failure of the City to perform its obligations under this Agreement; provided that the City shall have no liability hereunder for (i) any claim arising from or in connection with the negligence or willful misconduct of any person, other than of City employees, volunteers, members, agents and contractors, nor for (ii) any claim arising from or in connection with the County's willful misconduct, negligence, or failure to fulfill any County obligation hereunder.

The County agrees to indemnify, defend, and hold the City, its commissioners, employees, volunteers, members and agents harmless from and against any and all Claims that the City, its commissioners, employees, volunteers, members or agents may have alleged against them, incur, become responsible for, or pay out for any reason caused by the failure of the County to perform its obligations under this Agreement; provided that the County shall have no liability hereunder for (i) any Claim arising from or in connection with the negligence or willful misconduct of any person, other than of a County commissioner, officer, employee, agent or contractor, nor for (ii) any Claim arising from or in connection with the City's willful misconduct, negligence, or failure to fulfill any City obligation hereunder.

In the event any action or proceeding is brought against any indemnified party with respect to which indemnity may be sought hereunder, the indemnifying party, upon written notice from the indemnified party, shall assume the investigation and defense thereof, including the employment of counsel selected by the indemnifying party, and shall assume the payment of all expenses related thereto, with full power to litigate, compromise or settle the same in its sole discretion; provided that the indemnified party shall have the right to review and approve or disapprove any such compromise or settlement. Each indemnified party shall have the right to employ separate counsel in any such action or proceeding and participate in the investigation and defense thereof, and the indemnifying party shall pay the reasonable fees and expenses of such separate counsel; provided, however, that such indemnified party may only employ separate counsel at the expense of the indemnifying party if in its judgment a conflict of interest exists by reason of common representation or if all parties commonly represented do not agree as to the action (or inaction) of counsel.

The provisions of this Section are intended to be severable from all other provisions of this Agreement and to survive the termination of this Agreement and not be merged into any termination of this Agreement. The Parties expressly retains all rights, benefits and immunities of sovereign

immunity in accordance with Section 768.28, Florida Statutes (2013), as may be legally applicable. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of the Parties for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort.

9. PUBLIC RECORDS.

9.1. If the City has questions regarding the application of chapter 119, Florida Statutes, to the City's duty to provide public records relating to this contract, contact the custodian of public records at

Public Information Office
1 Courthouse Square, Suite 3100
Kissimmee, FL 34741
407-742-0100
BCCPIO@osceola.org

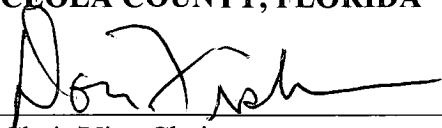
9.2. The City understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If the City will act on behalf of the County, as provided under section 119.011(2), Florida Statutes, the City, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

- (a) Keep and maintain public records required by the County to perform the service.
- (b) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Florida law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- (d) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the City or keep and maintain public records required by the County to perform the service. If the City transfers all public records to the County upon completion of the contract, the City shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the City keeps and maintains public records upon completion of the contract, the City shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

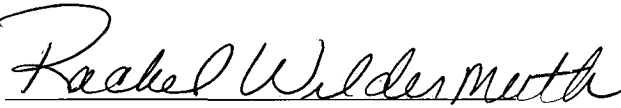
- (e) If the City does not comply with a public records request, the County shall enforce the contract provisions in accordance with the Agreement.

SIGNATURES ON THE FOLLOWING PAGE

BOARD OF COUNTY COMMISSIONERS
OF OSCEOLA COUNTY, FLORIDA

By: 
~~Chair/Vice Chair~~ county manager
1/22/2019

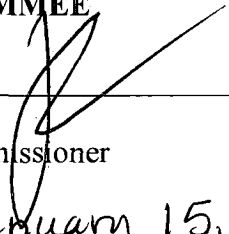
ATTEST:
OSCEOLA COUNTY CLERK OF THE BOARD

By: 
Clerk/ Deputy Clerk of the Board

As authorized for execution at the Board of
County Commissioners meeting of:

Consensus of the Board
December 17, 2018

CITY OF KISSIMMEE

By: 
Mayor- Commissioner

Date: January 15, 2019



ATTEST:

Linda Hansell, City Clerk

Approved as to form and legal sufficiency:

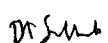

City Attorney

Exhibit A (Year One Proposed Budget)

PROGRAM SERVICES AND BUDGET SPREADSHEET

Marydia Community Center Budget Detail	Subtotal	Grand Total
SALARIES AND WAGES (includes 8% benefits)		
Summer Camp		
Staff: 3 x \$11.50/hr x 40 hours x 9 weeks + 8%	\$13,414.00	
Staff: 1 x \$9.50/hr x 40 hours x 9 weeks + 8%	\$3,694.00	
		\$17,108.00
School Year		
Before School		
Facility Attendant: 1 x \$9.50/hr x 6hr x 5 days x 52 weeks + 8%	\$16,006.00	
Rec Leader II: 1 x \$10.50/hr x 6 hr x 5 days x 43 weeks + 8%	\$14,629.00	
		\$30,635.00
After School		
Facility Attendant: 1 x \$9.50/hr x 6 hr x 5 days x 52 weeks + 8%	\$16,006.00	
Rec Leader II: 1 x \$10.50/hr x 6hr x 5 days x 43 weeks + 8%	\$14,629.00	
Rec Leader I: 1 x \$9.50/hr x 6 hrs x 5 days x 43 weeks + 8%	\$13,235.00	
		\$43,870.00
Full Time Recreation Specialist (52 weeks): 1 x \$29,822 + 50%		
Benefits		\$48,461.00
TOTAL SALARIES AND WAGES		\$140,074.00
OTHER CONTRACT SERVICES		
Summer Camp		
Field trips (9 trips x 54 children x \$14.00 per child)	\$6,804.00	
Bus services (18 trips x \$275.00)	\$4,950.00	
Community Events		
Fall into Fun	\$200.00	
Breakfast with Santa	\$400.00	
Easter Jam	\$200.00	
Janitorial/Custodial (\$75/week x 50)	\$3,750.00	
TOTAL CONTRACT SERVICES		\$16,304.00
RENTALS AND LEASES		
Summer Camp	\$500.00	
Community Events		
Fall into Fun	\$150.00	
Breakfast with Santa	\$150.00	
Easter Jam	\$150.00	
TOTAL RENTALS AND LEASES		\$950.00
BUILDING AND GROUNDS MAINTENANCE		
Preventive and general upkeep of 5 year old, 4,700 sq ft building		\$5,000.00
OTHER EQUIPMENT MAINTENANCE		
Miscellaneous repairs		\$1,000.00
ADVERTISING AND PRINTING		

Forms and flyers	\$250.00	
Camp/promotions	\$100.00	
Copy paper (use City copy machine)	\$100.00	
TOTAL ADVERTISING AND PRINTING		\$450.00
OPERATING SUPPLIES		
Summer Camp		
Camp shirts	\$400.00	
Games, supplies, crafts, snack	\$1,000.00	
Backpacks	\$400.00	
		\$1,800.00
School Year (Before School and After School)		
Games, crafts, etc.	\$1,000.00	
Library, media, homework	\$500.00	
Snacks	\$500.00	
		\$2,000.00
Community Events		
Fall into Fun	\$650.00	
Breakfast with Santa	\$700.00	
Easter Jam	\$500.00	
		\$1,850.00
Miscellaneous office supplies	\$300.00	
Custodial and paper products	\$1,000.00	
		\$1,300.00
TOTAL OPERATING SUPPLIES		\$6,950.00
TOOLS AND EQUIPMENT		
Miscellaneous	\$500.00	
AED (capital expense)	\$1,300.00	
TOTAL TOOLS AND EQUIPMENT		\$1,800.00
DUES AND MEMBERSHIPS		
Motion picture licensing – annual		\$500.00
GRAND TOTAL EXPENSES		\$173,028.00

Exhibit B

**PROGRAM SERVICES AND BUDGET SPREADSHEET (Adjusted February 1, 2019-
December 31, 2019)**

Marydia Community Center Budget Detail	Subtotal	Grand Total
SALARIES AND WAGES (includes 8% benefits)		
Summer Camp		
Staff: 3 x \$11.50/hr x 40 hours x 9 weeks + 8%	\$13,414.00	
Staff: 1 x \$9.50/hr x 40 hours x 9 weeks + 8%	\$3,694.00	
		\$17,108.00
School Year		
Before School		
Facility Attendant: 1 x \$9.50/hr x 6hr x 5 days x 48 weeks + 8%	\$14,774.00	
Rec Leader II: 1 x \$10.50/hr x 6 hr x 5 days x 39 weeks + 8%	\$13,268.00	
		\$28,042.00
After School		
Facility Attendant: 1 x \$9.50/hr x 6 hr x 5 days x 48 weeks + 8%	\$14,774.00	
Rec Leader II: 1 x \$10.50/hr x 6hr x 5 days x 39 weeks + 8%	\$13,268.00	
Rec Leader I: 1 x \$9.50/hr x 6 hrs x 5 days x 39 weeks + 8%	\$12,004.00	
		\$40,046.00
Full Time Recreation Specialist (48 weeks): 1 x \$32,307 + 50%		
Benefits		\$44,733.00
TOTAL SALARIES AND WAGES		\$129,929.00
OTHER CONTRACT SERVICES		
Summer Camp		
Field trips (9 trips x 54 children x \$14.00 per child)	\$6,804.00	
Bus services (18 trips x \$275.00)	\$4,950.00	
Community Events		
Fall into Fun	\$200.00	
Breakfast with Santa	\$400.00	
Easter Jam	\$200.00	
Janitorial/Custodial (\$75/week x 48)	\$3,600.00	
TOTAL CONTRACT SERVICES		\$16,154.00
RENTALS AND LEASES		
Summer Camp	\$500.00	
Community Events		
Fall into Fun	\$150.00	
Breakfast with Santa	\$150.00	
Easter Jam	\$150.00	
TOTAL RENTALS AND LEASES		\$950.00
BUILDING AND GROUNDS MAINTENANCE		
Preventive and general upkeep of 5 year old, 4,700 sq ft building		\$5,000.00
OTHER EQUIPMENT MAINTENANCE		
Miscellaneous repairs		\$1,000.00

ADVERTISING AND PRINTING

Forms and flyers	\$250.00	
Camp/promotions	\$100.00	
Copy paper (use City copy machine)	\$100.00	
TOTAL ADVERTISING AND PRINTING		\$450.00

OPERATING SUPPLIES

Summer Camp		
Camp shirts	\$400.00	
Games, supplies, crafts, snack	\$1,000.00	
Backpacks	\$400.00	
		\$1,800.00
School Year (Before School and After School)		
Games, crafts, etc.	\$1,000.00	
Library, media, homework	\$500.00	
Snacks	\$500.00	
		\$2,000.00
Community Events		
Fall into Fun	\$650.00	
Breakfast with Santa	\$700.00	
Easter Jam	\$500.00	
		\$1,850.00
Miscellaneous office supplies	\$300.00	
Custodial and paper products	\$1,000.00	
		\$1,300.00
TOTAL OPERATING SUPPLIES		\$6,950.00
TOOLS AND EQUIPMENT		
Miscellaneous	\$500.00	
AED (capital expense)	\$1,300.00	
TOTAL TOOLS AND EQUIPMENT		\$1,800.00
DUES AND MEMBERSHIPS		
Motion picture licensing – annual		\$500.00
GRAND TOTAL EXPENSES		\$162,733.00

Exhibit C
ANNUAL FUNDING AMOUNT

		(12 months)	(48 weeks)
Year One (February 1-December 31, 2019)	Salary & Wages	\$140,074	\$129,929
	Other Expenses	\$32,954	\$32,804
	Total	\$173,028	\$162,733
Year Two 2020	Salary & Wages	\$140,074 x 5%	\$147,078
	Other Expenses	\$32,954 x 3%	\$33,943
	Total		\$181,021
Year Three 2021	Salary & Wages	\$147,078 x 5%	\$154,432
	Other Expenses	\$33,943 x 3%	\$34,961
	Total		\$189,393
OPTIONAL CONTRACT EXTENSION			
Year Four 2022	Salary & Wages	\$154,432 x 5%	\$162,154
	Other Expenses	\$34,961 x 3%	\$36,010
	Total		\$198,164
Year Five 2023	Salary & Wages	\$162,154 x 5%	\$170,262
	Other Expenses	\$36,010 x 3%	\$37,090
	Total		\$207,352

**OSCEOLA COUNTY BOARD OF COMMISSIONERS
AGENDA REQUEST**

DEPT/OFFICE:	COMMUNITY DEVELOPMENT	MEETING DATE:	12/13/2021
DIRECTOR/MANAGER:	DAVID TOMEK	REQUEST TYPE:	Consent

AGENDA REQUEST

Approval and authorization for the Chair/Vice Chair to sign Amendment #1 to extend the Interlocal Agreement with the City of Kissimmee to provide recreational programs at Marydia Community Center through December 31, 2023, for a total not to exceed \$387,557.00.

STRATEGIC PLAN GOAL

Great Place to Live

FINANCIAL INFORMATION

TOTAL REQUESTED AMOUNT: 387557.00

A total of \$189,393.00 is appropriated in Fund 001 - General Fund, account number 0011419537-5340000, Community Centers-Other Contractual Services, specifically for this purpose.

Appropriations beyond FY22 are subject to future Board approval.

APPROVING DEPARTMENTS

OMB:	Matthew J Fuhrer
Procurement:	
Attorney:	Frank Townsend

BACKGROUND INFORMATION

- The purpose of Amendment #1 to the Interlocal Agreement with the City of Kissimmee is to extend the term of the agreement through December 31, 2023.
- On January 22, 2019, the County Manager signed the Interlocal Agreement with the City of Kissimmee.
- On December 17, 2018, the Board authorized the County Manager to sign the Interlocal Agreement with the City of Kissimmee for the Marydia Community Center.
- On June 21, 2017, the County Manager signed the Memorandum of Understanding with City of Kissimmee for recreational programs at the Marydia Community Center.
- Board Commission District 4
- Staff recommends approval.
- Project Manager: Robert Mindick, Parks and Public Lands Director



CFN 2021196128
Bk 6111 Pgs 2800-2803 (4 Pgs)
DATE: 12/20/2021 12:01:32 PM
KELVIN SOTO, ESQ., CLERK OF COURT
OSCEOLA COUNTY
RECORDING FEES \$0.00

**AMENDMENT #1 TO THE
INTERLOCAL AGREEMENT BY AND BETWEEN
OSCEOLA COUNTY AND THE CITY OF KISSIMMEE
REGARDING PROVISION OF RECREATIONAL PROGRAMS
AT THE MARYDIA COMMUNITY CENTER**

THIS AMENDMENT is made and entered between OSCEOLA COUNTY, a political subdivision of the State of Florida, 1 Courthouse Square, Kissimmee, FL 34741 (hereinafter referred to as the "County") and the City of Kissimmee, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741, (hereinafter referred to as the "City").

WITNESSETH:

WHEREAS, the COUNTY and the CITY entered into an Interlocal Agreement for recreational programs at the Marydia Community Center, which has an effective date of January 22, 2019; and

WHEREAS, the Agreement provides in Section 8.12 that the Agreement may be amended upon written mutual agreement; and

WHEREAS, the parties desire to amend Section 4. Financial Responsibilities, Section 5. Term of Agreement, and correct a scrivener's error in Paragraph 7.5 of Section 7. Default; Remedies.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties agree as follows:

1. Section 4. Financial Responsibilities is hereby amended to read as follows:

SECTION 4. FINANCIAL RESPONSIBILITIES

Operational Funding. Subject to the terms and conditions set forth herein, upon full execution of this Agreement, the County will pay the City the amount of \$189,393 for the 2022 calendar year beginning in January 2022, in monthly increments beginning in January 2022. Subsequently, for one additional year period, the City will receive an annual increase equal to the increase that City of Kissimmee employees receive, not to exceed 5% to cover cost increases in salaries and benefits, and a 3% increase annually to cover cost increases in materials and equipment. (See Exhibit C)

Funding will be paid by the 15th of each month, as indicated below:

Starting	Monthly Payment	Annual Funding Amount
January 2022	\$15,782.75	\$189,393.00
January 2023	\$16,513.67	\$198,164.00

The services to be performed in accordance with this Agreement are subject to annual appropriation of funds by the County. Failure of the County to appropriate funds in the budget will be considered a default by the County and termination of the agreement.

2. Section 5. Term of Agreement is hereby amended to read as follows:

SECTION 5. TERM OF AGREEMENT

The term of this Agreement is amended to extend through December 31, 2023 and may be extended in the best interest of both parties. The Agreement shall continue until the earlier of December 31, 2023 or termination as set forth below.

3. Paragraph 7.5 of Section 7. Default; Remedies is hereby amended to correct a scrivener's error:

The reference to "(15)", which relates to the number of business days the defaulting party has to remedy breach, is hereby deleted and replaced with "(3)".

4. These changes shall be effective upon execution of this Amendment by both parties.

5. The terms and conditions of the original Agreement and any subsequent Amendment(s) shall remain in full force and effect. To the extent of any conflict between this Amendment and the original Agreement or any prior Amendment(s) thereto, the terms and conditions of this Amendment shall prevail.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives have executed this Amendment effective the 13 day of December 2021.

**BOARD OF COUNTY COMMISSIONERS
OF OSCEOLA COUNTY, FLORIDA**

By: *Sharon Janer*
Chair/Vice Chair

ATTEST:
OSCEOLA COUNTY CLERK OF THE BOARD

By: *Aurora G. Proza*
Clerk/ Deputy Clerk of the Board



As authorized for execution at the Board of
County Commissioners meeting of:

12/13/2021
Amendment #1

CITY OF KISSIMMEE

By: *Olga Gonzalez*
Mayor - Commissioner

Date: 11/12/2021



ATTEST:
Linda Hansell
Linda Hansell, City Clerk

Approved as to form and legal sufficiency:

Diana Sanchez de la Cruz
City Attorney

Exhibit C
ANNUAL FUNDING AMOUNT

Year Four 2022	Salary & Wages	\$154,432 x 0%	\$154,432
	Other Expenses	\$34,961 x 0%	\$34,961
	Total		\$189,393
Year Five 2023	Salary & Wages	\$154,432 x 5%	\$162,154
	Other Expenses	\$34,961 x 3%	\$36,010
	Total		\$198,164

ITEM 7.J

Authorization to Purchase and Trade-In Pistols

Request

The Police Department is requesting Commission authorization to dispose of 166 pistols in exchange for a credit and to purchase, utilizing the credit, new pistols, sights, holsters, and training guns.

Explanation

KPD seeks to dispose of 166 SIG P226R semi automatic pistols and pistol accessories by transferring these items to Dana Safety Supply, Inc. in exchange for \$60,590 to be used towards the purchase of new handguns for the officers.

KPD seeks to purchase 170 SIG P320 9MM semi automatic pistols with an optic sight at \$759.10 each, 170 holsters at \$135.94 each, 22 drop leg holsters at \$189.42 each, 32 paddle holsters at \$83.88, and 20 rubber training guns at \$46.57 each with freight for a total cost of \$160,458.83.

This purchase provides KPD officers with optical sights on their service pistols, which officers do not currently have. The use of optic sights on handguns enhances officer safety, reduces the likelihood of missed shots, and ultimately contributes to more effective law enforcement operations. These optics provide officers with improved target acquisition and accuracy, allowing for faster and more precise aiming, especially in high-stress situations. Optic sights enhance situational awareness by eliminating the need to shift focus between the front sight, rear sight, and the target, enabling officers to keep their attention on potential threats and their surroundings. In low-light conditions or when engaging targets at varying distances, these optics can be especially valuable. Moreover, they can benefit officers with aging eyes or vision impairments, ensuring they maintain a high level of marksmanship proficiency.

KPD will follow all City of Kissimmee policies and procedures with regard to disposal of property prior to entering into this transaction. KPD officers will have the ability to purchase these pistols from Dana Safety Supply, Inc. if they decide to do so.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
00130203 505255				99,868.83

Financial Summary:

With the recording of the Commissions 2023 carry forwards, funding will be available in account 00130203 505255.

Recommendation

City of Kissimmee

Staff recommends approval of the disposal of the 166 pistols in exchange for a credit and the purchase of new pistols, sights, holsters, and training guns.

REQUESTED CITY COMMISSION ACTION:

Department: Police
Presenter: Betty Holland

Attachment(s):

1. Sales Quote - New gun buy back Dana Safety Supply

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	500565-C
Customer No.	KISSP

Bill To

KISSIMMEE POLICE DEPT
8 N. Stewart Ave
Sgt. Kristin L. Muenzmay
KISSIMMEE, FL 34741

Ship To

KISSIMMEE POLICE DEPT
8 N. Stewart Ave
Sgt. Kristin L. Muenzmay
KISSIMMEE, FL 34741

Contact: Sgt. Kristin L. Muenzmay
Telephone: 407.847-0176 X3223

E-mail: kristin.muenzmay@kissimmee.gov

Contact: Sgt. Kristin L. Muenzmay
Telephone: 407.847-0176 X3223

E-mail: kristin.muenzmay@kissimmee.gov

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
10/24/23	GROUND SHIPMENT		QUOTED FREIGHT	P320CA	NET30	
Entered By			Salesperson	Ordered By	Resale Number	
Shane Gosa			SHANE GOSA - ORLAN	Sgt. Kristin L. Muenzmay	85-8012621610C-8	
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
170	170	Y	W320CA-9-BXR3-PRORXP SIG P320 9MM SEMI AUTO PISTOL, PRO 17RD MAG Warehouse: ORLAN		759.1000	129,047.00
150	150	Y	MISC RFS-0692-R-MB-98-D: Rapid Force LVL 3 Right Hand Warehouse: ORLAN RF Duty Holster - Slide - Mid Ride - Sig P320 Carry/Right Hand - Matte - Black - w/ Light - Level 3 Retention - w/ XL MRDS Hood - QDS (Full System)		135.9400	20,391.00
20	20	Y	MISC RFS-0692-L-MB-98-D: Rapid Force LVL 3 Left Hand Warehouse: ORLAN RF Duty Holster - Slide - Mid Ride - Sig P320 Carry/Left Hand - Matte - Black - w/ Light - Level 3 Retention - w/ XL MRDS Hood - QDS (Full System)		135.9400	2,718.80
17	17	Y	MISC RFW-0692-R-MB-115-D: RF LVL 3 Drop Leg Right Hand Warehouse: ORLAN RF Duty Holster - Swivel Drop Leg with Locking Belt Slide (Built-in QDS Receiver) - Sig P320 Carry - Right Hand -Matte - Black - w/Light - Level 3 Retention - w/ XL MRDS Hood - Static connection		189.4200	3,220.14

Print Date	10/24/23
Print Time	09:25:24 AM
Page No.	1

Printed By: Shane Gosa

Continued on Next Page

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	500565-C
Customer No.	KISSP

Bill To
KISSIMMEE POLICE DEPT 8 N. Stewart Ave Sgt. Kristin L. Muenzmay KISSIMMEE, FL 34741

Ship To
KISSIMMEE POLICE DEPT 8 N. Stewart Ave Sgt. Kristin L. Muenzmay KISSIMMEE, FL 34741

Contact: Sgt. Kristin L. Muenzmay
Telephone: 407.847-0176 X3223

Contact: Sgt. Kristin L. Muenzmay
Telephone: 407.847-0176 X3223

E-mail: kristin.muenzmay@kissimmee.gov

E-mail: kristin.muenzmay@kissimmee.gov

Quote Date	Ship Via			F.O.B.	Customer PO Number	Payment Method	
10/24/23	GROUND SHIPMENT			QUOTED FREIGHT	P320CA	NET30	
Entered By			Salesperson		Ordered By		Resale Number
Shane Gosa			SHANE GOSA - ORLAN		Sgt. Kristin L. Muenzmay		85-8012621610C-8
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
5	5	Y	MISC RFW-0692-L-MB-115-D: RF LVL 3 Drop Leg Left Hand Warehouse: ORLAN RF Duty Holster - Swivel Drop Leg with Locking Belt Slide (Built-in QDS Receiver) - Sig P320 Carry - Left Hand -Matte - Black - w/Light - Level 3 Retention - w/ XL MRDS Hood - Static connection			189.4200	947.10
28	28	Y	7378RDS-7502-411 7TS ALS CONCEALMENT PADDLE & BELT LOOP COMBO HOLSTER/R Warehouse: ORLAN			83.8800	2,348.64
4	4	Y	MISC 7378RDS-7502-412: ALS Belt/Paddle LEFT HAND Warehouse: ORLAN			83.8800	335.52
20	20	Y	FSP320XCA BLUEGUN SIG P320 X-Carry 3.9" Warehouse: ORLAN			46.5700	931.40
166	166	N	GUN GUN PURCHASES Warehouse: ORLAN TRADE-IN Sig P226R, 9mm, 3-15rd magazines			-355.0000	-58,930.00

Print Date	10/24/23
Print Time	09:25:24 AM
Page No.	2

Printed By: Shane Gosa

Continued on Next Page

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	500565-C
Customer No.	KISSP

Bill To
KISSIMMEE POLICE DEPT 8 N. Stewart Ave Sgt. Kristin L. Muenzmay KISSIMMEE, FL 34741

Ship To
KISSIMMEE POLICE DEPT 8 N. Stewart Ave Sgt. Kristin L. Muenzmay KISSIMMEE, FL 34741

Contact: Sgt. Kristin L. Muenzmay
Telephone: 407.847-0176 X3223

Contact: Sgt. Kristin L. Muenzmay
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E-mail: kristin.muenzmay@kissimmee.gov

E-mail: kristin.muenzmay@kissimmee.gov

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
10/24/23	GROUND SHIPMENT		QUOTED FREIGHT	P320CA	NET30	
Entered By			Salesperson	Ordered By	Resale Number	
Shane Gosa			SHANE GOSA - ORLAN	Sgt. Kristin L. Muenzmay	85-8012621610C-8	
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
166	166	Y	MISC TRADE-IN Warehouse: ORLAN Used Safariland Duty Holster for P226 SIG SOLE SOURCE DISTRIBUTOR Approved By: _____ ☐ Approve All Items & Quantities Quote Good for 30 Days		-10.0000	-1,660.00

Print Date	10/24/23
Print Time	09:25:24 AM
Page No.	3

Printed By: Shane Gosa

Subtotal	99,349.60
Freight	519.23
Order Total	99,868.83

ITEM 7.K

Approval to Adjust the Fiscal Year 2022-2023 Budget

Request

This request is for Commission approval to adjust the budget for fiscal year 2022-2023 due to line-item variances in certain department budgets.

Explanation

As detailed in the attached spreadsheet, several budget adjustments must be made to properly report expenditure budgets for the fiscal year ended September 30, 2023.

In the construction funds, transfers for a total of \$1,480,584 were made to another construction fund for future projects due to the Series 2022 Bond refinancing. The monies for these transfers are in the cash reserve account.

In the Kissimmee Charter School Fund, an additional transfer of \$865,160 is necessary to cover additional costs for Professional Services. This transfer will be taken from additional state FTE revenue received.

In the Utility Tax Fund, a budget adjustment of \$91,732 is necessary to account for additional transfers of revenues to the General Fund. Budget revenues will also be adjusted.

Downtown CRA fund will be adjusted to cover debt service payments of \$107,518. This amount will be adjusted from fund reserves.

Debt Service fund will be adjusted to cover interest payments for the Series 2022 Bonds. This will be funded by a transfer of \$134,650 from Downtown CRA fund.

Stormwater fund will be adjusted to cover a shortfall of \$22,873 in transfers to General Fund based on revenues received. Revenues will also be adjusted.

Solid Waste fund will be adjusted to cover payments of \$168,000 to debt service. This amount will be adjusted from fund reserves.

Self-Insurance Fund will be adjusted to cover shortfall of \$185,482 on various operating accounts due to larger than normal claims during the fiscal year. This amount will be taken from available fund reserves.

Recommendation

Staff recommends the Commission approve the necessary adjustments to the budget for 2022-2023 as detailed in the attached document.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Finance

Presenter:

Attachment(s):

City of Kissimmee

1. 2022-2023 Budget Adjustments

**City of Kissimmee
Budget Adjustments
FY 2022-2023**

Fund/Department	Net Overage	Explanation
Construction Funds:		
City Manager	\$ 839,227	¹ Transfer to Fund 359 for future project
City Manager	\$ 641,357	² Transfer to Fund 359 for future project
Charter School Fund:		
City Manager	\$ 865,160	³ Actual professional services costs exceeded estimated budget due to increased Full Time Equivalent (FTE) revenues
Gas Tax Fund:		
Public Works	\$ 91,732	⁴ Transfer based on revenues received
Downtown CRA Fund:		
CRA Downtown	\$ 107,518	⁵ To cover debt service payment
Debt Service Fund:		
2022 B Series Debt Service	\$ 134,560	⁶ New Debt 2022 Series, interest only payment
Stormwater Fund:		
Public Works	\$ 22,873	⁷ To cover shortfall on transfer based on revenues
Solid Waste Fund:		
Public Works	\$ 168,000	⁸ To cover debt service payment
Self-Insurance Fund		
Risk Management	\$ 185,482	⁹ To cover shortfall due to excess in claims

¹ Monies will be transferred from cash reserves \$ 839,227

² Monies will be transferred from cash reserves \$ 641,357

³ Budget adjustment will be processed to reflect additional FTE revenues \$ 865,160

⁴ Budget revenues will be adjusted \$ 91,732

⁵ Monies will be transferred from Fund reserves \$ 107,518

⁶ Monies will be transferred from CRA Downtown \$ 134,560

⁷ Budget revenues will be adjusted \$ 22,873

⁸ Monies will be transferred from Fund reserves \$ 168,000

⁹ Monies will be transferred from Fund reserves \$ 185,482

ITEM 7.L

Federal Aviation Administration Grant Application for Air Traffic Control Tower Design

Request

Request City Commission approval to apply for a Federal Aviation Administration Grant to fund the design, permitting and bidding services for a new air traffic control tower at Kissimmee Gateway Airport.

Explanation

The Kissimmee Gateway Airport is in the process of replacing its existing air traffic control tower with a new one to meet FAA's design and site criteria to provide safe and efficient air traffic services. The Airport received a federal grant for the required site environmental assessment, currently in progress. The next step is to design and obtain construction bids enabling the Airport to apply for construction funding.

The Federal Bipartisan Infrastructure Law (BIL) provides a competitive FAA Contract Tower (FCT) grant process to provide funding for this project. The grants awarded under this specific program are at a 100-percent federal participation – no local match required. The cost of the design project is \$1,460,902.98. This will include design, permitting and bidding services.

Recommendation

Staff recommends City Commission approval to apply for a Federal Aviation Administration Grant to fund the design, permitting and bidding services for a new air traffic control tower at Kissimmee Gateway Airport.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Airport

Presenter:

Attachment(s):

1. FAA Grant Application ATCT Design



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-144, Bipartisan Infrastructure Law, Airport Terminal and Tower Project Information

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0806. Public reporting for this collection of information is estimated to be approximately 6 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required to obtain or retain a benefit under the Bipartisan Infrastructure Law (BIL) (P.L. 117-58). Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Instructions for FAA Form 5100-144, Bipartisan Infrastructure Law, Airport Terminal and Tower Project Information

This form is provided to assist airports in completing the submission requirements established in the related Notice of Funding Opportunity published in the Federal Register. The FRN requires requests to be signed and submitted via email message. This form lets the FAA process requests more quickly based on uniform information responsive to the FRN. Do not include any Personal Identifiable Information in the open text boxes.

Once the form is complete, save a copy of the form electronically to your files for future reference. Next, scroll to the bottom of the form and choose the **"Submit by Email"** button. That creates a new email message with the PDF attached. Or, as a backup method, you can manually email the form to: 9-ARP-BILAirports@faa.gov.

Using Digital Signatures: This form allows digital signatures. To access the digital signature field, save this form to your computer and then reopen it with a PDF reader or editor. The signature field often does not display when the form is viewed within a web browser.

General Airport Information

Airport Name

Enter the official airport name.

LOCID

Enter the airport's FAA location identifier code.

Point of Contact's Name

The Point of Contact (POC) must be the Airport Sponsor.

Point of Contact's Title

Enter the Airport POC's Title.

POC's Phone Number and Extension

Enter the Airport POC's phone number. The form formats the number when you proceed to the next field.

If there is an extension number, enter it in the next field after the phone number.

POC's Email Address

Enter the Airport POC's email address.

Project Overview

Project Type

Choose the project type (Terminal or Tower).

Multi-Modal Terminal

Choose Yes or No. Choose "Yes" if your project incorporates a connection to another mode of transportation (i.e. Bus or Rail Station).

Current Project Stage

Choose the stage of the project for which you are requesting funding (Planning, Environmental, Design or Construction)

Project Description

In 600 characters less, enter a complete project description.

Target Timeframes

- **Date Project Costs Known.** Enter the month and year that all project costs will be known (e.g. professional services contract, bids or GMP received) (mm/yyyy).
- **Date Grant Fully Executed.** Enter the month, day, and year the sponsor can fully execute the grant offer based on known project costs (mm/dd/yyyy).

- **Construction Start Date.** Enter the construction start date month and year (mm/yyyy).

Project Status

Total (Estimated) Project Cost

Enter most recent cost estimate for the entire project, in whole dollars.

Amount of Funding Requested

Enter amount of funding requested under this program, in whole dollars.

Match Available

Does the Sponsor have matching funds? Choose Yes or No.

Delivery Method

Choose the delivery method (Design/Bid, Design/Build, CM at Risk, Other). If "Other," state the proposed delivery method in the next field.

Bid or Guaranteed Maximum Price (GMP)

Choose whether or not project has been publicly bid. If "No," provide an estimated bid date in the next field.

Phased Project

Choose whether or not the project will be completed over multiple phases. If "Yes," list phase number covered by this application and total number of phases in the next field.

Do you have a comprehensive financial plan?

Choose Yes or No to indicate if a funding plan for the entire project is currently available for FAA review, if requested.

Is the project on an approved Airport Layout Plan (ALP)?

Choose Yes or No. If "Yes," enter the approval date in the next field.

Is environmental determination complete?

Choose Yes or No. If "Yes," enter the approval date in the next field.

Is airspace approval complete?

Choose Yes, No, or N/A (not applicable). If "Yes," enter the airspace case number in the next field. (Example: 2020-ANM-2933-NRA)

Forecast Enplanements

Based on your most recently approved forecast, provide the enplanement number from the last year of the forecast and provide forecast year.

Existing Square Footage

Provide square footage of existing terminal building or tower.

Proposed Square Footage

Provide anticipated total square footage of terminal building or tower once project is complete.

Is this project associated with an approved Bipartisan Infrastructure Law (BIL), Airport Improvement Program (AIP) or Passenger Facility Charge (PFC) project?

Choose Yes or No. Choose "Yes" if the project has been or is currently funded by an existing BIL grant, AIP grant or approved under a PFC application. If "Yes," provide existing grant number(s) and/or PFC application number along with the amount of existing funding. (300 Characters Maximum):

Program Considerations

Check all that apply to your proposed terminal building or tower project. If an item is selected, a narrative must be included describing how the project satisfies the criteria. Address the following areas within character limits defined below.

Terminal and Tower**Increase Capacity and Passenger Access**

Check this box if the project will increase capacity and passenger access to the airport. Explain and provide justification in the next field. (450 Characters Maximum).

Replacing Aging Infrastructure

Check this box if the project will replace aging infrastructure that has exceeded its useful life. Explain and provide justification in the next field. (450 Characters Maximum).

Achieves Compliance with Americans with Disabilities Act and Expands Accessibility for Persons with Disabilities

Check this box if the project will expand accessibility for persons with disabilities. Explain and provide justification in the next field. (450 Characters Maximum).

Improves Airport Access for Historically Disadvantaged Populations

Check this box if the project will improve access for Historically Disadvantaged Populations. Explain and provide justification in the next field. (450 Characters Maximum).

Improves Energy Efficiency

Check this box if the project improves energy efficiency for the airport. Explain and provide justification in the next field. (450 Characters Maximum).

Improves Airfield Safety through Terminal or Tower Relocation

Check this box if the project improves airfield safety. Explain and provide justification in the next field. (450 Characters Maximum).

Encourages Actual and Potential Competition

Check this box if the project encourages actual and potential competition. Explain how this objective is met through this project in the next field. (450 Characters Maximum).

Good Paying Jobs

Check this box if the project will create good-paying jobs. Explain and provide justification in the next field. (450 Characters Maximum).

Tower Only

If the project is for a tower, complete this section of the form.

Project Type

Choose “**Contract Tower Program**” for an airport owned tower in the Federal Contract Tower program.

Choose “**Airport Owned, Other**” for an airport-owned tower not in the Federal Contract Tower program. Then **describe** tower staffing (Example: FAA Staffed).

Age of Tower

Enter the age of the tower in years.

Siting Study

Has a Siting Study been completed for the Airport Traffic Control Tower Project? Choose Yes, No, or NA. Choose NA if *not* building a new tower or if this is a *new* tower in *existing* location.

Appropriate Project Objectives

Choose all that apply.

- **New**

Check this box if the project will construct a new Airport Traffic Control Tower.

- **Relocate**

Check this box if the project will be relocating an existing Airport Traffic Control Tower.

- **Reconstruct**

Check this box if the project will reconstruct a replacement Tower in the approximate same location of the existing Airport Traffic Control Tower.

- **Repair**

Check this box if the project will be a repair of an existing Airport Traffic Control Tower e.g., replace roof, replace cab windows, etc.).

- **Improve**

Check this box if the project will add improvements to an existing Airport Traffic Control Tower (e.g., replacing radios, etc.).

Impact on the National Airspace System (NAS)

Description (600 Characters Maximum)

Describe how the project addresses impacts on the NAS including operational constraints nonstandard facility conditions and age of facility.

Certifications

Signature

Add your digital signature.

Date

If your digital signature does *not* include a date, enter the date you signed the form. Use mm/dd/yyyy format (example: 06/02/2023).

Name

Enter your name.

Title

Enter your title.

Bipartisan Infrastructure Law, Airport Terminal and Tower Project Information

General

Airport Name: Kissimmee Gateway Airport

LOCID: ISM

Point of Contact's Name: Shaun Germolus

Point of Contact's Title: Director of Aviation

POC's Phone Number: (407) 518-2505 **Extension:**

POC's Email Address: SHAUN.GERMOLUS@kissimmee.gov

Project Overview

Project Type: ☐ Terminal ☒ Tower

Multi-Modal Terminal: ☐ Yes ☒ No

Current Project Stage: ☐ Planning ☒ Environmental ☐ Design ☐ Construction

Project Description (600 Characters Maximum):

The Kissimmee Gateway Airport is preparing to replace its current 1996 contract tower with a new contract tower. The current tower handled over 160,000 operations in 2021 as a reliever airport to Orlando International. The new tower would meet current FAA visual performance criteria increasing the eye height from 43 feet to 85 feet. It would also meet today's cab space requirements and comply with current building codes. The project relocates tower communication equipment supporting the airfield's runway Instrument Landing System and Automated Weather Observation System.

Target Timeframes

Date Project Costs Known (Pick a date): 11/2023

Date Grant Fully Executed (Pick a date): 02/01/2024

Construction Start Date (Pick a date): 01/2026

Project Status

Total (Estimated) Project Cost: \$ 16,000,000

Amount of Funding Requested: \$ 1,450,000

Match Available: ☒ Yes ☐ No

Delivery Method (choose one):

☒ Design/Bid ☐ Design/Build ☐ CM at Risk ☐ Other:

Bid or GMP: ☒ Yes ☐ No. If "No," Estimated bid/GMP date (Pick a date): 01/01/2025

Phased Project: ☐ Yes ☒ No. If "Yes," Phase: of

Do you have a comprehensive financial plan? ☒ Yes ☐ No

Is the project on an approved ALP?

☒ Yes ☐ No. If "Yes," enter the approval date (Pick a date): 11/10/2023

Is environmental determination complete?

☐ Yes ☒ No. If "Yes," enter the approval date (Pick a date):

Is airspace approval complete?

☒ Yes ☐ No ☐ N/A.

If "Yes," enter the airspace case number: 022-ASO-7759-NRA

Approved Forecasted Enplanements: 154,076

Year(yyyy): 2030

Existing Square Footage: 1,150

Proposed Square Footage: 4,875

Is this project phased and/or associated with an approved BIL, AIP or PFC project?

☒ Yes ☐ No ☐ N/A

Added data: If "Yes," provide the grant number(s), and/or PFC application number, along with the amount of existing funding. (300 Characters Maximum):

Focused Environmental Assessment FAA BIL AIG 3-12-0038-043-2023

This application request is for the Design Phase.

The Construction Phase will be a separate request.

Program Considerations (Terminal and Tower)

If you check a box below, you must describe how the project satisfies the criteria.
Check all that apply to the proposed project.

☐ **Increase Capacity and Passenger Access.** Description (450 Characters Maximum):

☒ **Replacing Aging Infrastructure.** Description (450 Characters Maximum):

Existing Tower is too short, has no elevator, aging equipment and grounding issues. When constructed, it did not have today's Minimum Equipment List (MEL) as required by today's standards prescribed in FAA Job Order 7210.78. It is not possible to meet these requirements with the current facility.

☒ **Achieves Compliance with Americans with Disabilities Act and Expands Accessibility for Persons with Disabilities.** Description (450 Characters Maximum):

The new tower project will add an elevator as one does not exist today. Project will comply with ADA compliance standards.

☐ **Improves Airport Access for Historically Disadvantaged Populations.**
Description (450 Characters Maximum):

☒ **Improves Energy Efficiency.** Description (450 Characters Maximum):

Project will comply with latest LEED and Building Code requirements.

☒ **Improves Airfield Safety through Terminal or Tower Relocation.**

Description (450 Characters Maximum):

Tower Relocation. Tower cab height will be increased improving a Line of Sight Angle of Incidence criteria, adds latest radio and computer equipment, and tower siting criteria per FAA will be met.

☐ **Encourages Actual and Potential Competition.** Description (450 Characters Maximum):

☒ **Good Paying Jobs.** Description (450 Characters Maximum):

The project will support at least 50 construction jobs and 10 full-time air traffic controllers.

Program Considerations (Tower Only)

If the project is for a tower, also complete this section of the form.

Project Type. The project type for this grant application (choose one or both).

☒ Airport Owned, Contract Tower Program

☐ Airport Owned, Other. Describe staffing:

Age of Tower (Years): 27

Siting Study. Has a Siting Study been completed for a new Airport Traffic Control Tower Project?

☒ Yes ☐ No ☐ NA

If you check a box below, also describe how the project satisfies the criteria.
Check all that apply to the proposed project.

Appropriate Project Objective (choose all that apply):

☒ New ☒ Relocate ☐ Reconstruct ☐ Repair ☐ Improve

Impact on the National Airspace System. Description (600 Characters Maximum):

The project builds a new ATCT in a different approved location from the existing location. The project would greatly enhance safety as the new proposed height would provide unobstructed views of all controlled airport surface areas along with maximum visibility of all airborne traffic. The ATCT serves a critical safety function maintaining separation of aircraft between the Temporary Flight Restriction (TFR) over Disney World to the west and the Class B airspace of MCO to the east. The airport experienced a 37% increase in flight operations from 2018 to 2021, which are expected to increase.

Certifications

By entering my name below, I hereby certify that I am authorized to submit this form on behalf of the airport sponsor, all information is true and accurate to the best of my knowledge, and have or will follow, all procurement processes required under 2 CFR 200, including but not limited to:

- Davis Bacon
- Buy American
- Consultant Selection
- Disadvantaged Business Enterprise

Signature:

Date: 11/22/2023

Name: Shaun J. Germolus, A.A.E.

Title: Director of Aviation, City of Kissimmee

ITEM 7.M

Transfer Between the Charter School Fund and the General Fund

Request

Approval of a transfer between the Charter School Fund and the General Fund for unrestricted reserve monies.

Explanation

Over the years, the City has built a reserve of unrestricted monies in the Charter School Fund in the event of unforeseen needs or expansion at the Kissimmee Charter Academy. With the transfer of the educational charter to Kissimmee Charter Academy, LLC, the City has started the process of transitioning out of being an educational provider and selling the property. At this time, the reserve funds that have been held over time are no longer needed and can be reallocated for other initiatives.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
00110703 505255		Increase	1,200,000	
00100381 381000		Increase	1,200,000	

Financial Summary:

The transfer of these funds will provide the City with an opportunity to fast-track planned security and safety enhancements across all City parks, venues, facilities, and trails that have been traditionally planned to be implemented over several years.

Recommendation

Approval to transfer \$1,200,000 from the Charter School Fund to the General Fund to support city-wide security initiatives throughout the City with approval to remove the remaining balance of these monies at the time of the 2023 fiscal year closeout.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Manager

Presenter:

Attachment(s):

None

City of Kissimmee

ITEM 7.N

Budget Approval for Aid to Private Organizations Account for Quality of Life Grant Program for FY23-24

Request

Commission approval to transfer \$50,000 from General Fund Reserves for the Quality of Life Grant Program budget.

Explanation

During the November 7, 2023 meeting, the Commission approved agency awards for the Quality of Life Grant Program totaling \$50,000. In order to issue these funds, approval is needed to fund the budget in the amount of \$50,000.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
00190700 509276		Decrease	\$50,000	
00101208 508282		Increase	\$50,000	

Financial Summary:

These monies will be transferred from reserves into the appropriate expenditure account.

Recommendation

Staff recommends approval.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Manager

Presenter:

Attachment(s):

None

ITEM 7.0

Purchase of Property from Osceola Mental Health, Inc. d/b/a/ Park Place Behavioral Health

Request

Purchase of 880 Martin Luther King Boulevard (Parcel # 21-25-29-1690-000C-0020) from Osceola Mental Health, Inc. d/b/a Park Place Behavioral for \$520,000 and authorize a \$55,000 good faith deposit.

Explanation

The City has agreed to purchase the subject property for future use as required by the Master Development Agreement for the Beaumont Development Project. Osceola Mental Health, Inc. d/b/a Park Place Behavioral, has agreed to sell the property and will be permitted to remain on the property until the completion of an upcoming project that will relocate the existing tenants at the facility to a new site. A lease agreement for the permitted use of Park Place Behavioral will be brought back to the City Commission in the near future.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
35910106-506191	CM2322	Decrease		\$520,000

Financial Summary:

There are adequate funds available for this purchase.

Recommendation

Approval of the Purchase and Sale Agreement for 880 Martin Luther King Boulevard for \$520,000, providing the seller with a \$55,000 good faith deposit, and authorizing the City Manager to execute any future documents or agreements related to the sale and closing.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Manager

Presenter: Austin Blake

Attachment(s):

1. (S) 880 MLK Purchase Agreement

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (“Agreement”) is made this _____ day of _____, 2023 by and between **OSCEOLA MENTAL HEALTH INC.**, a Florida not for profit corporation, d/b/a/ Park Place Behavioral Health Care, whose address is 206 Park Place Blvd, Kissimmee, Florida, 34741 (“Seller”) and **CITY OF KISSIMMEE**, a political subdivision of the State of Florida, whose address is 101 Church Street, Kissimmee, FL 34741, (hereinafter the “City” or Buyer).

WHEREAS, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, Seller’s right, title, interest and estate in and to the parcel of land located in Osceola County, Florida more particularly described on Exhibit A, together with any improvements and fixtures located upon such land, any appurtenances, rights, privileges and easements benefiting or belonging to such land, and any leases, licenses and occupancy agreements with respect to such land (collectively, the “Property”); and

NOW, THEREFORE, in consideration of the mutual covenants set forth below and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, Seller and Buyer agree as follows:

1. **SALE and PURCHASE.** Seller owns fee simple title in and to property located at 880 Martin Luther King Blvd., Kissimmee, Florida 34741 (Parcel Id. 21-25-29-1690-000C-0020) and has good title and authority to convey that certain property in fee simple to the as described in Exhibit “A” (the “Property”). Seller agrees to sell, convey and assign to Buyer and Buyer agrees to purchase, accept and assume from Seller all of Seller’s right, title, and interest in and the following described Property, on the terms and conditions set forth in this Agreement.
 - (a) Any easements benefiting the land or the improvements comprising the Property that are owned by or for the benefit of Seller.
 - (b) All the fixtures attached or appurtenant to or used in connection with the facility which are owned by Seller, including, without limitation, to the extent owned by Seller, any and all office equipment, model furnishings, computers, file cabinets, window coverings, screens, screen doors, storm windows and doors, awnings, shutters, furnaces, heaters, heating equipment, oil and gas burners, hot water heaters, hot water boilers, and fixtures appurtenant thereto, plumbing and bathroom fixtures, electric and other lighting fixtures, wall-to-wall carpeting, mantels, outside television antennas, fences, gates, trees, shrubs, plants, air conditioning equipment and ventilators.

2. **PURCHASE PRICE; DEPOSIT.** Seller shall sell, convey and assign to Buyer, and Buyer shall purchase, accept and assume from Seller, all of Seller's right, title and interest in and to the following described property (herein collectively called the "Property"): The total compensation for the Property shall be FIVE HUNDRED TWENTY THOUSAND DOLLARS (\$520,000.00), the "Purchase Price." The Purchase Price shall constitute full payment for the Property to Seller, including any and all claims for damages, interest, attorney's fees, expert fees and costs.
- (a) On the Effective Date, Buyer shall deliver to Title Company by wire transfer Fifty-Two Thousand Dollars (\$55,000) as a good faith deposit under this Agreement (the "Deposit"). If Buyer fails to deliver the Deposit timely, this Agreement shall (at Seller's election) be null and void ab initio and of no force or effect. The Deposit is not refundable, except as this Agreement provides, and applicable to the Purchase Price at closing.
- (b) At Closing (defined below), Buyer shall deliver to Seller via the Title Company the balance of the Purchase Price (i.e., the Purchase Price less the Deposit), subject to prorations this Agreement provides, by wire transfer of immediately available federal funds and the Deposit shall be credited towards the Purchase Price.
3. **TITLE TO PROPERTY.** City shall convey good and marketable title to the Property and shall execute the necessary documents for the transfer of the Property to the Buyer. The Property conveyed shall not be subject to any (i) mortgage, security agreement, judgement, lien or claim of lien, or any other title exception or defect that is monetary in nature, or (ii) any leases.
4. **CLOSING.** The Closing ("Closing") of the transaction contemplated hereby shall be held by mail away closing or at City Hall, 101 Church Street, Kissimmee, FL 34741 on or before _____, 2023 (the "Closing Date"), unless extended by the Parties. Upon the closing of the sale of the Property, Seller shall execute or have executed and deliver, the documents described below.
- a. Seller shall deliver to the Title Company the following duly executed documents with respect to itself or its Property: (A) a special warranty deed in the form attached as Exhibit B (the "Deed"), expressly subject to the Permitted Encumbrances; (B) a title affidavit in the form attached as Exhibit C; (D) a FIRPTA certificate, in the form attached as Exhibit D; (E) a duly executed settlement statement; (F) written evidence of Seller's authority to consummate this transaction; (G) Payoff letters and other documentation satisfactory to Title Company in order for the Title Company to insure title for the benefit of Buyer over any recorded mortgages and security interests granted by Seller.

b. Buyer shall deliver to the Title Company (A) the balance of the Purchase Price and such other funds as may be required of Buyer for Closing in accordance with this Agreement, (B) a duly executed original of each Bill of Sale, (C) a duly executed settlement statement and (D) written evidence of Buyer's authority to consummate this transaction.

c. Closing Costs. Buyer shall pay for title searches; title insurance premiums; tax certificates; all transfer, recordation, document stamp, intangible and similar taxes; recording charges; escrow fees; and all other Closing costs. Each party shall pay its own attorneys' fees.

6. **BROKER AND BROKER'S COMMISSION.** The Parties each warrant and represent to the other that such Party has not employed or dealt with a real estate broker or agent in connection with this transaction. The Parties further indemnify and hold harmless the other from any claims for a brokerage commission or finder's fee arising from its actions.

7. **SELLER'S REPRESENTATIONS AND WARRANTIES.** Seller represents and warrants to Buyer as of the date hereof (which representations and warranties shall be true and correct as of Execution Date and as of the Closing Date, except as otherwise noted below) that

(a) *Authority.* Seller is duly organized municipal corporation of the State of Florida and has the power to enter into this Agreement and to execute and deliver this Agreement and to perform all duties and obligations imposed upon it hereunder. This Agreement has been duly authorized, executed, and delivered by Seller, is the legal, valid and binding obligation of Seller and does not violate any provision of Seller's organizational documents or any agreement or judicial order to which Seller is a party or to which Seller or the Property owned by Seller, or any portion thereof, are subject. The execution, delivery and performance contemplated by this Agreement shall not as of the Execution Date, and, as of the date of the Closing, will not, result in a breach of any of the terms or provisions of, or constitute a default under any indenture, agreement, instrument, order or judgment to which Seller is a party.

(b) *Litigation and Other Proceedings.* There are no actions, suits, or proceedings pending or (to Seller's actual knowledge) threatened in writing against Seller with respect to the Property or otherwise affecting any portion of the Property, or before or by any federal, state, municipal, or other governmental court, department, commission, board, bureau, agency, or instrumentality, domestic or foreign.

(c) *Condemnation.* As of the Execution Date, Seller has no actual knowledge of any pending or threatened condemnation or eminent domain proceedings which would affect the Property or any part thereof. *Contracts.* There are no service or maintenance contracts or agreements (written or oral) of any sort affecting the Property that would be binding upon Buyer after the Closing (other than the Leases and the Permitted Exceptions).

(d) *Tax Appeals.* As of the Execution Date, there are no pending tax appeals with respect to the Property.

(e) *Foreign Person.* Seller is not a “foreign person” as defined by the Internal Revenue Code, Section 1445.

(f) *Bankruptcy.* There are no attachments, executions, assignments for the benefit of creditors, receiverships, conservatorships or voluntary or involuntary proceedings in bankruptcy or actions pursuant to any other debtor relief laws contemplated by Seller or pending against Seller and regarding the Property. Seller is not now insolvent and will not be insolvent (as defined under applicable law), at the time of making the conveyance by Seller required hereunder and this Agreement and the transactions contemplated hereunder do not and will not violate, or cause the violation of, any applicable bankruptcy, reorganization, insolvency, fraudulent conveyance, moratorium or similar laws.

(g) *Third Party Agreements.* There are no outstanding agreements to sell, options or rights of first refusal in any third parties to purchase the Property, or any portion thereof or any interest therein.

(h) *Violations.* Seller has not received any written notice from any governmental body having jurisdiction over the Property as to any violation of any applicable federal, state or municipal laws, regulations and ordinances, which remains outstanding, or any restrictive covenant or deed restriction (recorded or otherwise) affecting any of the Property comprising real estate, which violation could reasonably be expected to materially and adversely affect the use of the Property for its present purposes.

(i) *Environmental Matters.* To Seller’s actual knowledge, the Property is compliant with all applicable Environmental Laws. The Seller has received no notice that the Property or Seller are subject to any existing, pending, or threatened investigation or inquiry by any governmental authority or to any remedial obligations under any Environmental Laws (hereafter defined). The term “Environmental Laws” means all Federal, state, local, and foreign statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements, or governmental restrictions relating to pollution and the protection of the environment or the release of any materials into the environment, including those related to hazardous substances or wastes, air emissions and discharges to waste or public systems.

The representations and warranties made by Seller herein shall survive the Closing.

8. **AS-IS.** Except as expressly set forth in this Agreement, the sale and purchase of the Property under this Agreement shall be “AS IS,” “WHERE IS,” “WITH ALL FAULTS” AS OF THE CLOSING DATE, WITHOUT ANY REPRESENTATION OR

WARRANTY OF ANY KIND, whether written or oral, express or implied, statutory or otherwise. Buyer acknowledges that Buyer had adequate opportunity to complete all inspections, investigations, examinations, tests, studies and assessments relating to the Property that Buyer deems necessary and that Buyer thoroughly inspected the Property and is fully familiar with its condition and status. Except as set forth in this Agreement, (a) Buyer has not been induced by and is not relying on any representation, warranty or statement about the Property and (b) Seller does not make any representation or warranty and expressly disclaims all representations and warranties (including warranties of merchantability, habitability and fitness for any particular purpose). Without limiting the generality of the foregoing, Buyer acknowledges that Seller does not make any representation or warranty regarding (i) the value, profitability, marketability, zoning or development potential of the Property, (ii) the fitness of the Property for any particular purpose, (iii) the compliance or noncompliance of the Property with laws, regulations, rules, requirements or orders of governmental authorities (including with respect to the environment), (iv) the presence or absence of any hazardous or toxic substances, materials or wastes on or about the Property, or the release of any hazardous or toxic substances, materials or wastes from the Property onto other property or into the air or water, (v) the condition of improvements or soils on the Property, (vi) the availability, sufficiency or cost of water, sewer or other utility service for the Property, (vii) the status, terms or conditions of any entitlements, development approvals or permits for the Property or (viii) any other matter relating to the Property. Buyer irrevocably and forever waives all rights that it may have against Seller at law or in equity (including the right to seek damages) for, and releases Seller from, and covenants not to sue Seller for, any and all causes of action, claims, liabilities, losses or damages under this Agreement or in connection with the Property (including the environmental condition of the Property). This paragraph shall survive Closing or earlier termination of this Agreement.

9. **CLOSING DOCUMENTS.** The Seller shall deliver to the Buyer properly executed documents including, without limitation, a Warranty Deed for Property, Form 1099-S, Non-foreign Affidavit, Owner's Affidavit, Compliance Agreement, and other documents, if any, as may reasonably be necessary relating to the real estate closing.
10. **DEFAULT AND REMEDIES.** If Buyer fails or refuses to perform its obligations under this Agreement, and such failure or refusal is not cured within ten (10) days after notice from Seller, then the Seller may, as their sole and exclusive remedy, sue for specific performance of this Agreement. If Seller fails or refuses to convey the Property in accordance with the terms of this Agreement or otherwise perform their obligations hereunder, and such failure or refusal is not cured within ten (10) days after notice from Buyer, then Buyer may sue for specific performance of this Agreement or enter into a condemnation proceeding, where Seller agrees to Stipulate to a Final Judgement with all of the terms of this Agreement including, but not limited to the amounts set forth herein.

11. **OFFER, ACCEPTANCE AND AGREEMENT.** This document shall constitute an offer by the Buyer to the Seller. This Agreement shall be subject to and is contingent upon the review and approval by the City of Kissimmee, City Commission. If this offer is accepted by the Buyer, it shall become a binding Agreement. As used herein, the phrase “Date of this Agreement” shall mean the date on which the acceptance of the offer is completed by the signing of the offer by the Buyer.
12. **NOTICES.** Any notices or communications hereunder may be given to the parties (a) by certified or registered mail at their respective addresses appearing on page one hereof; or (b) by hand delivery. Notice given by certified or registered mail shall be deemed given when deposited in the United States mail, properly addressed and with postage prepaid. If the last day for giving notice or performing any act hereunder falls on a Saturday, Sunday, or federal legal holiday, the time shall be extended to the next day that is not a Saturday, Sunday or federal legal holiday.
13. **MISCELLANEOUS.**
- (a) **Governing Law.** The laws of the State of Florida shall govern the construction and operation of this Agreement.
 - (b) **Attorney’s Fees.** In any litigation to enforce any of the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys’ fees and costs incurred in such proceedings, including appellate proceedings.
 - (c) **Time is of the Essence.** Time is of the essence in this Agreement and the performance of all obligations hereunder.
 - (d) **Captions.** The headings herein are merely for the convenience of the parties and the context of such sections, subsections and paragraphs shall control their respective meanings.
 - (e) **Severability.** If one or more provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.
 - (f) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto with respect to the transaction contemplated hereby, and it supersedes all prior understandings or agreements between the parties pertaining to the subject matter of this Agreement shall be valid unless the same is in writing and signed by

the parties hereto. No waiver of any provision in this Agreement shall be valid unless in writing and is signed by the party against which it is sought to be enforced.

- (g) Radon Gas Disclosure. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risk 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 the county health unit.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this _____ day of _____, 2023.

SELLER

OSCEOLA MENTAL HEALTH, INC.

By: Garrett Griffin
Garrett Griffin, President, CEO

STATE OF FLORIDA)
COUNTY OF OSCEOLA)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 16th day of November, 2023, by Garrett Griffin, as the President, CEO of Osceola Mental Health Inc., a non for profit corporation organized under the State of Florida, who is ☐ personally known to me or ☐ who has produced _____ as identification, and acknowledged before me that they executed the foregoing instrument as such officer in the name and on behalf of the corporation.

Marisol Melo

Name: Marisol Melo

Notary Public

My commission expires December 1, 2024

Notary Commission #: HH 068392

[Notary Seal]

CITY OF KISSIMMEE

By: _____
Olga Gonzalez, Mayor - Commissioner

Attest:

City Clerk

Approved as to form & legality

City Attorney

Exhibit A

Property Description

From the southwest corner of lot 2 of Block C of Henry A. Mathews Addition to Kissimmee City, as recorded in Plat Book A, page 6, of the public record of Osceola County, Florida, run north along the west line of said lot 2, 10.0 feet to the point of beginning; continue north 90.0 feet; run thence N45°31'39"E, 55.5 ft.; run thence N78°59'42"E, 110.0 feet to the east line of said lot 2; run thence south along said east line, 150.0 feet, run thence N89°57'00"W, parallel to the south line of said lot 2, 147.58 feet to the point of beginning

Exhibit B - Form of Deed

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this ____ day of _____, 2023 by **OSCEOLA MENTAL HEALTH, INC.**, a Florida Not for Profit Corporation, ("Grantor"), and **CITY OF KISSIMMEE**, a Municipal Corporation of the State of Florida ("Grantee").

WITNESSETH, that for and in consideration of Ten Dollars (\$10) in hand paid by Grantee, the receipt and sufficiency of which Grantor acknowledges, Grantor hereby grants and conveys in fee simple unto Grantee, its successors and assigns, the parcel of land situate, lying and being in Osceola County, Florida more particularly described on Exhibit A attached to and made a part of this Deed.

TOGETHER WITH all the buildings and improvements thereon and all appurtenances, rights, privileges and easements benefiting or belonging thereto.

TO HAVE AND TO HOLD the property for the use and benefit of the Grantee, in fee simple, forever.

SUBJECT TO all matters of record and all matters that an accurate survey would reveal.

GRANTOR COVENANTS to warrant specially the property and to execute such further assurances of the property as may be requisite.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed on the date first written above.

WITNESSES:

GRANTOR:

OSCEOLA MENTAL HEALTH, INC.

By: _____
Garrett Griffin, President, CEO

STATE OF FLORIDA)
COUNTY OF OSCEOLA)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2023, by Garrett Griffin, as the President, CEO of Osceola Mental Health Inc., a non for profit corporation organized under the State of Florida, who is ☐ personally known to me or ☐ who has produced _____ as identification, and acknowledged before me that they executed the foregoing instrument as such officer in the name and on behalf of the corporation.

Name:
Notary Public

[Notary Seal]

My commission expires _____

Exhibit A - Legal Description of the Property

From the southwest corner of lot 2 of Block C of Henry A. Mathews Addition to Kissimmee City, as recorded in Plat Book A, page 6, of the public record of Osceola County, Florida, run north along the west line of said lot 2, 10.0 feet to the point of beginning; continue north 90.0 feet; run thence N45°31'39"E, 55.5 ft.; run thence N78°59'42"E, 110.0 feet to the east line of said lot 2; run thence south along said east line, 150.0 feet, run thence N89°57'00"W, parallel to the south line of said lot 2, 147.58 feet to the point of beginning

Exhibit C - Form of Title Affidavit

AFFIDAVIT

State of Florida)

County of Osceola)

_____, a _____ (the “Affiant”), states as follows for the benefit of _____ Title Insurance Company (the “Title Company”), which has issued its Title Commitment No. _____, dated _____ (the “Title Commitment”), with respect to the real property described on Exhibit A to this Affidavit (the “Property”):

1. To the Affiant’s knowledge, the Affiant has not executed any unrecorded instrument that would create an easement on the Property.
2. To the Affiant’s knowledge, all bills incurred by the Affiant for work performed on or materials or perishable agricultural commodities delivered to the Property at the Affiant’s direction before the date of this Affidavit and that are due and payable have been paid in full, except for outstanding bills to be paid by the Affiant in the ordinary course of business.
3. To the Affiant’s knowledge, there are no tenancies at the Property other than tenants under unrecorded residential leases, licenses or occupancy agreements.
4. The Affiant is not a party to any contract to sell the Property and has not granted any option or right to purchase the Property that presently is in effect or that has not been waived, other than the Purchase and Sale Agreement, dated as of _____, by and between the Affiant and the City of Kissimmee (“Purchaser”), pursuant to which the Property currently is being sold and conveyed (the “Contract”).
5. During the Gap Period (defined below), the Affiant has not taken and will not take any action to encumber title to the Property (other than conveyance of the Property to the Purchaser in accordance with and subject to the terms of the Contract). The Affiant recognizes that the Title Company shall disburse funds to the Affiant before the recordation in the appropriate land records of the Affiant’s deed to the Purchaser and agrees that, in consideration of such disbursement and the Title Company issuing the Title Policy (defined below) without taking exception for any title matters that may arise during the Gap Period, the Affiant promptly shall remove, bond or otherwise dispose of any encumbrance or lien that the Affiant creates during the Gap Period. However, this undertaking by the Affiant shall not be effective with respect to any encumbrance, lien or other title matter of which the Title Company becomes aware before recordation. “Gap Period” means the period beginning upon the later of the most recent revision date of the Title Commitment and fifteen (15) days before closing under the Contract, and ending upon the earlier of the date of recordation of the Affiant’s deed to the Purchaser and five (5) days after the date of this Affidavit.

As used in this Affidavit, the term “Affiant’s knowledge” means the current actual knowledge of , Garrett Griffin, without investigation or inquiry and without taking into account any constructive or imputed

knowledge and without any personal liability whatsoever. This Affidavit is given with the understanding that the Title Company (and only the Title Company) will rely upon its accuracy in issuing its policy or policies of title insurance to the Purchaser with respect to the Property (the "Title Policy"). No party other than the Title Company shall have any right to rely upon this Affidavit and no party shall be a third-party beneficiary with respect to this Affidavit. The undersigned is executing this Affidavit solely in his/her representative capacity on behalf of the Affiant and shall have no personal liability whatsoever with respect to matters set forth in this Affidavit.

[SIGNATURE PAGE TO AFFIDAVIT]

AFFIANT:

By: _____
Garrett Griffin, President, CEO
OSCEOLA MENTAL HEALTH, INC.

—

Date: _____

Affirmed before me this ____ day of _____, 2023.

Name:
Notary Public

[Notary Seal]

My commission expires _____

Exhibit A - Property

From the southwest corner of lot 2 of Block C of Henry A. Mathews Addition to Kissimmee City, as recorded in Plat Book A, page 6, of the public record of Osceola County, Florida, run north along the west line of said lot 2, 10.0 feet to the point of beginning; continue north 90.0 feet; run thence N45°31'39"E, 55.5 ft.; run thence N78°59'42"E, 110.0 feet to the east line of said lot 2; run thence south along said east line, 150.0 feet, run thence N89°57'00"W, parallel to the south line of said lot 2, 147.58 feet to the point of beginning

Exhibit D- - FIRPTA AFFIDAVIT

STATE OF FLORIDA)
COUNTY OF OSCEOLA)

Section 1445 of the Internal Revenue Code provides that a transferee (buyer) of a U.S. real property interest must withhold tax if the transferor (seller) is a foreign person. To inform the transferee (buyer) that the withholding of tax is not required upon disposition of a U.S. real property interest by OSCEOLA MENTAL HEALTH, INC. ("Seller"), the undersigned hereby certifies the following on behalf of Seller:

1. Seller is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax regulations).
2. Seller's U.S. employer identification number is _____.
3. Seller's office address is: 206 Park Place Blvd, Kissimmee, Florida 34741
_____.

The undersigned understands this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement made here could be punished by fine, imprisonment, or both.

Under penalties of perjury, we declare that we have examined this certification, and to the best of our knowledge and belief it is true, correct and complete, and we further declare that we have authority to sign this document on behalf of Seller.

Dated: _____, 2023

SELLER: OSCEOLA MENTAL HEALTH, INC.

By: _____
Name: _____
Title: _____

SWORN TO AND SUBSCRIBED before me, the undersigned, a Notary Public for the jurisdiction aforesaid, on .

Notary Public
My commission expires _____

ITEM 8.A

Renewal of the Osceola Legislative Effort Agreement

Request

Staff requests Commission direction on whether or not the City should continue to participate in the joint lobbying with the Osceola Legislative Effort (OLE).

Explanation

OLE annually acquires and retains professional lobbyist services to promote, represent and protect the collective interests of Osceola County, City of St. Cloud, the Osceola County School District, and the City of Kissimmee. OLE's lobbying consultants handle both state legislative and federal congressional matters.

For the upcoming year, the two proposed city priorities for OLE include:

- 1) Lake Toho Cleanup - Support of a joint effort with the county to seek funding for the cleanup of the northern sections of Lake Tohopekaliga; and
- 2) Thacker Avenue - Support for funding for the widening and signalization of Thacker Avenue between Flora Boulevard and Osceola Parkway, which will serve both city and county residents.

Last year's main city priority for OLE was funding for a study to find solutions to the aquatic vegetation and muck issues in northern Lake Tohopekaliga, which passed both houses but was vetoed by the Governor. OLE's joint lobbying efforts are limited to legislative issues which have been unanimously agreed to by the other parties to this agreement.

The City of Kissimmee is being asked to enter into a two-year contract and pay \$40,000 per year for continued participation in the joint lobbying effort. The other parties contributions are as follows: Osceola County \$80,000, Osceola School District \$60,000 and the City of St. Cloud \$40,000. The City's funding for next year has been included in the FY2024 budget.

Recommendation

Staff recommends Commission discussion and direction of the new OLE Agreement.

REQUESTED CITY COMMISSION ACTION:

Commission Direction

Department: City Attorney

Presenter:

Attachment(s):

1. (S) 2023 -2025 OLE Agreement Clean
2. 2023 -2025 OLE Agreement Redline

AGREEMENT

This is an agreement between Osceola County (hereinafter referred to as "COUNTY"), the City of St. Cloud (hereinafter referred to as "ST. CLOUD"), the City of Kissimmee (hereinafter referred to as "KISSIMMEE"), the School Board of Osceola County, Florida (hereinafter referred to as "SCHOOL BOARD"), and Osceola Legislative Effort, Inc., a Florida not-for-profit corporation, (hereinafter referred to as "OLE"), for the acquisition of lobbyist services to promote, represent and protect those interests which collectively affect and impact the interests of the County, Cities and the School Board.

WITNESSETH:

WHEREAS each year there are legislative issues which affect the collective interests of the COUNTY, ST. CLOUD, KISSIMMEE, and the SCHOOL BOARD; and

WHEREAS these collective interests would be better served with a unified voice and joint lobbying effort representing the interests of these parties as a whole; and

WHEREAS such unified joint representation would promote efficiency and provide for a large, more positive and more productive impact on those concerns and issues relating to these parties as a collective unit; and

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions contained herein, and for other good and valuable consideration provided by each party hereto, the parties agree as follows:

1. The recitals in the "WHEREAS" clauses are incorporated into and become part of this Agreement.
2. The term of this Agreement is from October 1, 2023 through September 30, 2025, to be approved and executed by all parties.
3. OLE agrees to acquire and retain professional lobbyist services to promote, represent and protect those interests that collectively affect the COUNTY, ST. CLOUD, KISSIMMEE, and the SCHOOL BOARD. The services to be contracted for shall include, but will not be limited to, the following:
 - a. Monitor legislation of interest to the represented parties herein; and
 - b. Advance the issues in the legislative program constructed for the parties represented herein, working to refine that legislation through the development of amendments as warranted and necessary; and
 - c. Assist in the development of strategies relating to the collective legislative concerns of the parties represented herein; and

- d. As needed, lobby the Governor, staff and state agencies on behalf of represented parties herein; and
 - e. As needed, lobby the federal executive and legislative branches, and their staff, on behalf of represented parties herein; and
 - f. Provide advice as to how the represented parties may obtain and maximize returns collectively received from the state Legislature or federal government based on the intricacies of the legislative process; and
 - g. Use all best efforts to coordinate funding, legislation and policy related activities with legislative bodies and interests; and
 - h. Use all best efforts to secure appropriate authorizations and funding from legislative bodies to implement projects for the collective benefit of the parties as stated above; and
 - i. Maintain direct and frequent contact with legislative members representing the interests of the parties as stated above, and inform the governing bodies of each of the represented parties as to the need to participate directly in the legislative process, such as through testimony in committee meetings or through conversations with members of the parties' legislative delegation or other members of the legislature; and
 - j. Advocate the collective interests of the aforementioned parties during the legislative process; and
 - k. Keep the parties apprised of the status of legislation on a regular basis by frequent telephone conversations with each of the represented parties, as well as with the members of the respective governing bodies and staff, and also maintain such contact in writing as appropriate; and
 - l. Deliver a written final report within 60 days of the conclusion of the state legislative session on the outcome of the issues in the parties' collective legislative program and, within the same time period if requested, provide a presentation regarding same to each of the respective governing bodies; and
 - m. Present an annual budget by December 15 of each year during the term of this Agreement.
4. OLE shall select lobbyist(s) with the necessary expertise and background for the issues to be addressed. Said lobbyist(s) shall agree in writing, that the lobbyist(s) will not lobby before any of the entities, its elected officials or staff on behalf of any third party or lobby against any interests of the entities to this Agreement for a period of two (2) years after completion

of representation. Provided, however, that the restriction herein may be waived or limited by any of the parties hereto. Further, that the lobbyist(s) shall comply with all applicable state and federal laws and regulations governing lobbying. The contract with the lobbyist(s) shall be in writing.

5. The Board of Directors of OLE shall meet as soon as conveniently possible after the execution of the Agreement to collectively submit and discuss those issues of primary focus as previously agreed upon by their respective governing bodies. At such time, the Board shall create and formally adopt a list of issues and instructions for the engaged lobbyist(s) to pursue during the immediate legislative session. Notwithstanding any term contained in the by-laws to the contrary, the approval of a list of issues and instructions as contemplated herein, shall require the unanimous approval of the Board of Directors.
6. The parties herein agree that the fees for acquiring and retaining the services of the lobbyist(s) subject to this Agreement shall not exceed a total amount of TWO HUNDRED TEN THOUSAND DOLLARS AND 00/100 (\$210,000.00), and that payment for same shall be remitted to OLE in the following manner:
 - a. The COUNTY of Osceola shall pay no more than EIGHTY THOUSAND AND 00/100 DOLLARS (\$80,000.00) PER YEAR; and
 - b. The SCHOOL BOARD shall pay no more than SIXTY THOUSAND AND 00/100 DOLLARS (\$60,000.00) PER YEAR; and
 - c. KISSIMMEE shall pay no more than FORTY THOUSAND AND 00/100 (\$40,000.00) PER YEAR; and
 - d. ST. CLOUD shall pay no more than THIRTY THOUSAND AND 00/100 DOLLARS (\$30,000.00) PER YEAR; and
 - e. The parties further agree that payment, as outlined above, shall be submitted by the respective parties to OLE in four (4) equal payments as follows:
 - 1) first year first payment within forty-five (45) days of the date of execution of this Agreement.
 - 2) first year second payment on or before February 1, 2024.
 - 3) second year first payment on or before October 1, 2024.
 - 4) second year second payment on or before February 1, 2025.

Notwithstanding the foregoing, no Party shall be obligated to pay any portion of its contribution hereunder, until such time as that Party has budgeted or otherwise approved the funding of its contribution.

7. In the event one governmental entity elects to withdraw from the Agreement, said entity shall provide thirty (30) days prior written notice to each party of this Agreement.
8. This Agreement may be terminated at any time, by mutual and complete agreement between all parties hereto, or by thirty (30) days prior written notice to each party of this Agreement. Any funds not expended by OLE, shall be returned to the parties on a prorated basis.
9. This Agreement shall not be assigned by any party without prior written consent of the other parties.
10. All notices and/or reports required under this Agreement shall be delivered by United States mail, overnight express, or hand delivery to the following offices.

For Osceola County:

County Manager
1 Courthouse Square, Ste. 4700
Kissimmee, FL 34741

County Attorney
1 Courthouse Square, Ste. 4200
Kissimmee, FL 34741

For St. Cloud:

City Manager
City Hall
1300 Ninth Street
St. Cloud, FL 34769

City Attorney
City Hall
1300 Ninth Street
St. Cloud, FL 34769

For the School Board:

Office of the Superintendent
817 Bill Beck Blvd., Building 1000
Kissimmee, FL 34744

School Board Attorney Frank Kruppenbacher, P.A.
P. O. Box 3471
Orlando, FL 32836

For Kissimmee:

City Manager
City Hall
101 Church Street
Kissimmee, FL 34741

City Attorney
City Hall
101 Church Street
Kissimmee, FL 34741

For OLE

Osceola Legislative Effort, Inc.
1425 E. Vine Street
Kissimmee, FL 34744

11. This Agreement shall be governed by, and construed under, the laws of the State of Florida. Except for a suit in Federal court, venue for all suits to enforce this Agreement shall be in Osceola County, Florida. Any legal proceedings arising out of or in connection with this Agreement shall be brought in the Circuit Courts of Osceola County, Florida, or, if appropriate, the United States District Court for the Middle District of Florida, Orlando Division.
12. OLE agrees to indemnify, defend, and hold harmless the COUNTY, ST. CLOUD, KISSIMMEE, AND THE SCHOOL BOARD from any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suit proceedings, actions and costs of actions, including attorney's fees, at the trial, appellate and administrative levels, of any kind and nature, arising directly or indirectly from or out of any negligent act or omission of OLE arising out of or in any way connected with the performance of this Agreement by OLE, or because of or due to the existence of this Agreement itself.
13. Nothing herein is intended to serve, nor shall be construed, as a waiver, express or implied, of sovereign immunity by any party, agency, or political subdivision to which sovereign immunity by any party, agency, or political subdivision to which sovereign immunity is applicable. Further, without limitation, nothing herein modifies the rights of the parties and the limits of liability set forth in Section 768.28 Florida Statutes.
14. The parties agree that no action may be commenced or maintained unless all conditions precedent pursuant to this Agreement or set forth by law have been satisfied by the complaining party. The parties agree that non-binding mediation shall be attempted prior to filing suit. All parties shall be responsible for their own attorney's fees and costs.

15. In the performance of this Agreement, OLE shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. For purposes of this Agreement, books, records, and accounts shall refer to all information, materials and data of every kind and character, including hard copy and computer-readable data, where applicable, and shall include, without limitations, documents, recordings, agreements, contracts, commitments, arrangements, notes, journals, diaries, reports, receipts, memoranda, correspondence, written policies and procedures, expense records, and any other documents and sources of information that may in the parties' judgement have any bearing on or pertain to any matters, rights, duties or obligations under or covered by this Agreement. Throughout the term of this Agreement, books, records and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by any authorized representative of the COUNTY, ST. CLOUD, KISSIMMEE and the SCHOOL BOARD, and shall be retained by OLE for a period of five (5) years after termination or completion of the Agreement or until the full audit is complete, whichever comes first. The COUNTY, ST. CLOUD, KISSIMMEE, and the SCHOOL BOARD shall retain the right to audit the books during the five (5) year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. The COUNTY, ST. CLOUD, KISSIMMEE, and the SCHOOL BOARD also have the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether OLE has the ability to fulfill its contractual obligations to the satisfaction of the COUNTY, ST. CLOUD, KISSIMMEE and the SCHOOL BOARD. The COUNTY, ST. CLOUD, KISSIMMEE, and the SCHOOL BOARD have the right to terminate this Agreement based upon the findings in this audit without regard to any notice requirement for termination. If OLE received notifications of a dispute or the commencement of litigation or other proceeding regarding any services performed under this Agreement within this five (5) year period, then OLE shall continue to maintain all books, records, and accounts in accordance with this paragraph until final resolution of the dispute, litigation, or other proceeding.

16. Public Records Act/Chapter 119 Requirements

IF OLE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, 817 BILL BECK BOULEVARD, KISSIMMEE, FLORIDA 34744, PHONE: (407) 870-4600, EMAIL: PUBLCRECORDS@OSCEOLASCHOOLS.NET.

OLE understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If OLE will act on behalf of the PARTIES, as provided under section 119.011(2), Florida Statutes, OLE, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

1. Keep and maintain public records by the PARTIES to perform the service.
2. Upon request from the PARTIES' custodian of public records, provide the PARTIES with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Florida law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if OLE does not transfer the records to the PARTIES.
4. Upon completion of the contract, transfer, at no cost, to the PARTIES all public records in possession of OLE or keep and maintain public records required by the PARTIES to perform the service. If OLE transfers all public records to the PARTIES upon completion of the contract, OLE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If OLE keeps and maintains public records upon completion of the contract, OLE shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the PARTIES, upon request from the PARTIES' custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.
5. If OLE does not comply with a public records request, the PARTIES shall enforce the contract provisions in accordance with the Agreement.
17. There are no third-party beneficiaries created or entitled by this Agreement, and only the specific parties hereto shall have any rights or standing to enforce this Agreement or any provision thereof.
18. The parties to this Agreement hereby expressly waive and forego any and all rights to trial by jury to the fullest extent allowed by law.
19. This Agreement sets forth the entire Agreement between the parties. There are no promises or understandings other than those stated herein. None of the provisions, terms or conditions contained in this Agreement may be modified, superseded or otherwise altered except by prior written agreement duly executed by all the parties.
20. If any item or provision of this Agreement, or the applications thereof to any persons or circumstances shall be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms and provisions shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
21. All Board of Directors meetings shall be held in accordance with the Florida Statutes 286.
22. This Agreement may be executed in five (5) original counterparts to expedite its implementation and effective date.

(Signature Pages to Follow)

IN WITNESS WHEREOF, the COUNTY, ST. CLOUD, KISSIMMEE, SCHOOL BOARD and OLE have caused this Agreement to be duly executed through authorized representatives, on the respective dates set forth below.

**OSCEOLA COUNTY
COUNTY MANAGER**

BY: _____
Don Fisher, Osceola County Manager

Date: _____

IN WITNESS WHEREOF, the COUNTY, ST. CLOUD, KISSIMMEE, SCHOOL BOARD and OLE have caused this Agreement to be duly executed through authorized representatives, on the respective dates set forth below.

CITY OF ST. CLOUD

BY: _____
Veronica Miller, City Manager

ATTEST: _____
City Clerk

Date: _____

Approved as to form and legality

City Attorney

IN WITNESS WHEREOF, the COUNTY, ST. CLOUD, KISSIMMEE, SCHOOL BOARD and OLE have caused this Agreement to be duly executed through authorized representatives, on the respective dates set forth below.

CITY OF KISSIMMEE

BY: _____
Mike Steigerwald, City Manager

ATTEST: _____
City Clerk

Date: _____

Approved as to form and legality

City Attorney

IN WITNESS WHEREOF, the COUNTY, ST. CLOUD, KISSIMMEE, SCHOOL BOARD and OLE have caused this Agreement to be duly executed through authorized representatives, on the respective dates set forth below.

THE SCHOOL BOARD OF OSCEOLA COUNTY, FLORIDA

BY: _____
Terry Castillo, Chairman

ATTEST: _____
Superintendent Mark Shanoff

Date: _____

Approved as to form and legality

School Board Attorney

IN WITNESS WHEREOF, the COUNTY, ST. CLOUD, KISSIMMEE, SCHOOL BOARD and OLE have caused this Agreement to be duly executed through authorized representatives, on the respective dates set forth below.

OSCEOLA LEGISLATIVE EFFORT, INC.

BY: _____
John Newstreet, Executive Director

ATTEST: _____
Cindy Lewis, Secretary

Date: _____

AGREEMENT

This is an agreement between Osceola County (hereinafter referred to as "COUNTY"), the City of St. Cloud (hereinafter referred to as "ST. CLOUD"), the City of Kissimmee (hereinafter referred to as "KISSIMMEE"), the School Board of Osceola County, Florida (hereinafter referred to as "SCHOOL BOARD"), and Osceola Legislative Effort, Inc., a Florida not-for-profit corporation, (hereinafter referred to as "OLE"), for the acquisition of lobbyist services to promote, represent and protect those interests which collectively affect and impact the interests of the County, Cities and the School Board.

WITNESSETH:

WHEREAS each year there are legislative issues which affect the collective interests of the COUNTY, ST. CLOUD, KISSIMMEE, and the SCHOOL BOARD; and

WHEREAS these collective interests would be better served with a unified voice and joint lobbying effort representing the interests of these parties as a whole; and

WHEREAS such unified joint representation would promote efficiency and provide for a large, more positive and more productive impact on those concerns and issues relating to these parties as a collective unit; and

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions contained herein, and for other good and valuable consideration provided by each party hereto, the parties agree as follows:

1. The recitals in the "WHEREAS" clauses are incorporated into and become part of this Agreement.
2. The term of this Agreement is from October 1, ~~2023~~2022 through September 30, ~~2025~~2023, to be approved and executed by all parties.
3. OLE agrees to acquire and retain professional lobbyist services to promote, represent and protect those interests that collectively affect the COUNTY, ST. CLOUD, KISSIMMEE, and the SCHOOL BOARD. The services to be contracted for shall include, but will not be limited to, the following:
 - a. Monitor legislation of interest to the represented parties herein; and
 - b. Advance the issues in the legislative program constructed for the parties represented herein, working to refine that legislation through the development of amendments as warranted and necessary; and
 - c. Assist in the development of strategies relating to the collective legislative concerns of the parties represented herein; and

- d. As needed, lobby the Governor, staff and state agencies on behalf of represented parties herein; and
- e. As needed, lobby the federal executive and legislative branches, and their staff, on behalf of represented parties herein; and
- f. Provide advice as to how the represented parties may obtain and maximize returns collectively received from the state Legislature or federal government based on the intricacies of the legislative process; and
- g. Use all best efforts to coordinate funding, legislation and policy related activities with legislative bodies and interests; and
- h. Use all best efforts to secure appropriate authorizations and funding from legislative bodies to implement projects for the collective benefit of the parties as stated above; and
- i. Maintain direct and frequent contact with legislative members representing the interests of the parties as stated above, and inform the governing bodies of each of the represented parties as to the need to participate directly in the legislative process, such as through testimony in committee meetings or through conversations with members of the parties' legislative delegation or other members of the legislature; and
- j. Advocate the collective interests of the aforementioned parties during the legislative process; and
- k. Keep the parties apprised of the status of legislation on a regular basis by frequent telephone conversations with each of the represented parties, as well as with the members of the respective governing bodies and staff, and also maintain such contact in writing as appropriate; and
- l. Deliver a written final report within 60 days of the conclusion of the state legislative session on the outcome of the issues in the parties' collective legislative program and, within the same time period if requested, provide a presentation regarding same to each of the respective governing bodies; and
- m. Present an annual budget by December 15 of each year during the term of this Agreement, 2022.

- 4. OLE shall select lobbyist(s) with the necessary expertise and background for the issues to be addressed. Said lobbyist(s) shall agree in writing, that the lobbyist(s) will not lobby before any of the entities, its elected officials or staff on behalf of any third party or lobby against any interests of the entities to this Agreement for a period of two (2) years after completion

of representation. Provided, however, that the restriction herein may be waived or limited by any of the parties hereto. Further, that the lobbyist(s) shall comply with all applicable state and federal laws and regulations governing lobbying. The contract with the lobbyist(s) shall be in writing.

5. The Board of Directors of OLE shall meet as soon as conveniently possible after the execution of the Agreement to collectively submit and discuss those issues of primary focus as previously agreed upon by their respective governing bodies. At such time, the Board shall create and formally adopt a list of issues and instructions for the engaged lobbyist(s) to pursue during the immediate legislative session. Notwithstanding any term contained in the by-laws to the contrary, the approval of a list of issues and instructions as contemplated herein, shall require the unanimous approval of the Board of Directors.
6. The parties herein agree that the fees for acquiring and retaining the services of the lobbyist(s) subject to this Agreement shall not exceed a total amount of TWO HUNDRED TEN THOUSAND DOLLARS AND 00/100 (\$210,000.00), and that payment for same shall be remitted to OLE in the following manner:
 - a. The COUNTY of Osceola shall pay no more than EIGHTY THOUSAND AND 00/100 DOLLARS (\$80,000.00) PER YEAR; and
 - b. The SCHOOL BOARD shall pay no more than SIXTY THOUSAND AND 00/100 DOLLARS (\$60,000.00) PER YEAR; and
 - c. KISSIMMEE shall pay no more than FORTY THOUSAND AND 00/100 (\$40,000.00) PER YEAR; and
 - d. ST. CLOUD shall pay no more than THIRTY THOUSAND AND 00/100 DOLLARS (\$30,000.00) PER YEAR; and
 - e. The parties further agree that ~~one-half (1/2) of their individual~~ payments, as outlined above, shall be submitted by the respective parties to OLE in four (4) equal payments as follows:~~within 45 days (pursuant to the local Government Prompt~~
 - 1) first year first payment within forty-five (45) days of the Payment Act) after
the date of execution of this Agreement.
 - 2) first year second payment on or before February 1, 2024.
 - 3) second year first payment on or before October 1, 2024.
 - 4) second year second payment on or before February 1, 2025,~~with the remaining balance due on or before February 1, 2023.~~Notwithstanding the foregoing, no Party shall be obligated to pay any portion of its contribution hereunder, until such time as that Party has budgeted or otherwise approved the funding of its contribution.

7. In the event one governmental entity elects to withdraw from the Agreement, said entity shall provide thirty (30) days prior written notice to each party of this Agreement.
8. This Agreement may be terminated at any time, by mutual and complete agreement between all parties hereto, or by thirty (30) days prior written notice to each party of this Agreement. Any funds not expended by OLE, shall be returned to the parties on a prorated basis.
9. This Agreement shall not be assigned by any party without prior written consent of the other parties.
10. All notices and/or reports required under this Agreement shall be delivered by United States mail, overnight express, or hand delivery to the following offices.

For Osceola County:

County Manager
1 Courthouse Square, Ste. 4700
Kissimmee, FL 34741

County Attorney
1 Courthouse Square, Ste. 4200
Kissimmee, FL 34741

For St. Cloud:

City Manager
City Hall
1300 Ninth Street
St. Cloud, FL 34769

[City Attorney](#)
[City Hall](#)
[1300 Ninth Street](#)
[St. Cloud, FL. 34769](#)

For the School Board:

Office of the Superintendent
817 Bill Beck Blvd., Building 1000
Kissimmee, FL 34744

School Board Attorney Frank Kruppenbacher, P.A.
P. O. Box 3471
Orlando, FL 32836

For Kissimmee:

City Manager
City Hall
101 Church Street
Kissimmee, FL 34741

City Attorney
City Hall
101 Church Street
Kissimmee, FL 34741

For OLE

Osceola Legislative Effort, Inc.
1425 E. Vine Street
Kissimmee, FL 34744

11. This Agreement shall be governed by, and construed under, the laws of the State of Florida. Except for a suit in Federal court, venue for all suits to enforce this Agreement shall be in Osceola County, Florida. Any legal proceedings arising out of or in connection with this Agreement shall be brought in the Circuit Courts of Osceola County, Florida, or, if appropriate, the United States District Court for the Middle District of Florida, Orlando Division.
12. OLE agrees to indemnify, defend, and hold harmless the COUNTY, ST. CLOUD, KISSIMMEE, AND THE SCHOOL BOARD from any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suit proceedings, actions and costs of actions, including attorney's fees, at the trial, appellate and administrative levels, of any kind and nature, arising directly or indirectly from or out of any negligent act or omission of OLE arising out of or in any way connected with the performance of this Agreement by OLE, or because of or due to the existence of this Agreement itself.
13. Nothing herein is intended to serve, nor shall be construed, as a waiver, express or implied, of sovereign immunity by any party, agency, or political subdivision to which sovereign immunity by any party, agency, or political subdivision to which sovereign immunity is applicable. Further, without limitation, nothing herein modifies the rights of the parties and the limits of liability set forth in Section 768.28 Florida Statutes.
14. The parties agree that no action may be commenced or maintained unless all conditions precedent pursuant to this Agreement or set forth by law have been satisfied by the complaining party. The parties agree that non-binding mediation shall be attempted prior to filing suit. All parties shall be responsible for their own attorney's fees and costs.

15. In the performance of this Agreement, OLE shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. For purposes of this Agreement, books, records, and accounts shall refer to all information, materials and data of every kind and character, including hard copy and computer-readable data, where applicable, and shall include, without limitations, documents, recordings, agreements, contracts, commitments, arrangements, notes, journals, diaries, reports, receipts, memoranda, correspondence, written policies and procedures, expense records, and any other documents and sources of information that may in the parties' judgement have any bearing on or pertain to any matters, rights, duties or obligations under or covered by this Agreement. Throughout the term of this Agreement, books, records and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by any authorized representative of the COUNTY, ST. CLOUD, KISSIMMEE and the SCHOOL BOARD, and shall be retained by OLE for a period of five (5) years after termination or completion of the Agreement or until the full audit is complete, whichever comes first. The COUNTY, ST. CLOUD, KISSIMMEE, and the SCHOOL BOARD shall retain the right to audit the books during the five (5) year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. The COUNTY, ST. CLOUD, KISSIMMEE, and the SCHOOL BOARD also have the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether OLE has the ability to fulfill its contractual obligations to the satisfaction of the COUNTY, ST. CLOUD, KISSIMMEE and the SCHOOL BOARD. The COUNTY, ST. CLOUD, KISSIMMEE, and the SCHOOL BOARD have the right to terminate this Agreement based upon the findings in this audit without regard to any notice requirement for termination. If OLE received notifications of a dispute or the commencement of litigation or other proceeding regarding any services performed under this Agreement within this five (5) year period, then OLE shall continue to maintain all books, records, and accounts in accordance with this paragraph until final resolution of the dispute, litigation, or other proceeding.

16. Public Records Act/Chapter 119 Requirements

IF OLE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, 817 BILL BECK BOULEVARD, KISSIMMEE, FLORIDA 34744, PHONE: (407) 870-4600, EMAIL: PUBLCRECORDS@OSCEOLASCHOOLS.NET.

OLE understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If OLE will act on behalf of the PARTIES, as provided under section 119.011(2), Florida Statutes, OLE, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

1. Keep and maintain public records by the PARTIES to perform the service.
2. Upon request from the PARTIES' custodian of public records, provide the PARTIES with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Florida law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if OLE does not transfer the records to the PARTIES.
4. Upon completion of the contract, transfer, at no cost, to the PARTIES all public records in possession of OLE or keep and maintain public records required by the PARTIES to perform the service. If OLE transfers all public records to the PARTIES upon completion of the contract, OLE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If OLE keeps and maintains public records upon completion of the contract, OLE shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the PARTIES, upon request from the PARTIES' custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.
5. If OLE does not comply with a public records request, the PARTIES shall enforce the contract provisions in accordance with the Agreement.
17. There are no third-party beneficiaries created or entitled by this Agreement, and only the specific parties hereto shall have any rights or standing to enforce this Agreement or any provision thereof.
18. The parties to this Agreement hereby expressly waive and forego any and all rights to trial by jury to the fullest extent allowed by law.
19. This Agreement sets forth the entire Agreement between the parties. There are no promises or understandings other than those stated herein. None of the provisions, terms or conditions contained in this Agreement may be modified, superseded or otherwise altered except by prior written agreement duly executed by all the parties.
20. If any item or provision of this Agreement, or the applications thereof to any persons or circumstances shall be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms and provisions shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
21. All Board of Directors meetings shall be held in accordance with the Florida Statutes 286.
22. This Agreement may be executed in five (5) original counterparts to expedite its implementation and effective date.

(Signature Pages to Follow)

IN WITNESS WHEREOF, the COUNTY, ST. CLOUD, KISSIMMEE, SCHOOL BOARD and OLE have caused this Agreement to be duly executed through authorized representatives, on the respective dates set forth below.

**OSCEOLA COUNTY
COUNTY MANAGER**

BY: _____
Don Fisher, Osceola County Manager

Date: _____

IN WITNESS WHEREOF, the COUNTY, ST. CLOUD, KISSIMMEE, SCHOOL BOARD and OLE have caused this Agreement to be duly executed through authorized representatives, on the respective dates set forth below.

CITY OF ST. CLOUD

BY: _____
Veronica Miller, City Manager

ATTEST: _____
City Clerk

Date: _____

Approved as to form and legality

City Attorney

IN WITNESS WHEREOF, the COUNTY, ST. CLOUD, KISSIMMEE, SCHOOL BOARD and OLE have caused this Agreement to be duly executed through authorized representatives, on the respective dates set forth below.

CITY OF KISSIMMEE

BY: _____
Mike Steigerwald, City Manager

ATTEST: _____
City Clerk

Date: _____

Approved as to form and legality

City Attorney

IN WITNESS WHEREOF, the COUNTY, ST. CLOUD, KISSIMMEE, SCHOOL BOARD and OLE have caused this Agreement to be duly executed through authorized representatives, on the respective dates set forth below.

THE SCHOOL BOARD OF OSCEOLA COUNTY, FLORIDA

BY: _____
Terry Castillo, Chairman
~~Pace-~~

ATTEST: _____
Superintendent ~~Debra~~ Mark Shanoff

Date: _____

Approved as to form and legality

School Board Attorney

IN WITNESS WHEREOF, the COUNTY, ST. CLOUD, KISSIMMEE, SCHOOL BOARD and OLE have caused this Agreement to be duly executed through authorized representatives, on the respective dates set forth below.

OSCEOLA LEGISLATIVE EFFORT, INC.

BY: _____
John Newstreet, Executive Director

ATTEST: _____
Cindy Lewis, Secretary

Date: _____