



**MEETING AGENDA
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, NOVEMBER 4, 2025 AT 6:00 PM**

1. MEETING CALLED TO ORDER

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

3. PROCLAMATIONS AND SPECIAL PRESENTATIONS

3.A Swearing in Ceremony for Six New Police Officers

3.B Swearing In Ceremony for K9 Bristol

3.C Employee of the Month for November

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

5. PUBLIC HEARINGS

6. HEAR AUDIENCE

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

7. CONSENT AGENDA

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

7.A Approval of City Commission Minutes from the October 21, 2025 meeting and the October 27, 2025 workshop

7.B Acceptance of additional funding from the Florida Department of Transportation Alert Today Florida's High Visibility Enforcement for Pedestrian and Bicycle Safety Program

7.C Permanent Right-of-Way Easement between TRJ 4030 Kissimmee LLC and the City of Kissimmee

7.D Authorization to apply for the 2025 Patrick Leahy Bulletproof Vest Partnership Program

7.E Consent To Sub-Lease Between Signature Flight Support, LLC and Fly Smart, LLC

7.F 2026 Event and Festival Series Calendar

7.G Projects to be Carried Forward to FY 2025-2026

7.H Acceptance of Sidewalk Easement for Osceola Village Center tracts 1 through 3

7.I Easement and maintenance agreement – Pinnacle at the Wesleyan (The Cove)

7.J Approval of agreements with Municipal Equipment Company, LLC, Ten-8 Fire & Safety, LLC, and Bennett Fire Products Company, LLC

7.K Knightsbridge Phase 2C & 2D subdivision final acceptance

7.L Acceptance of sidewalk easement for 420 S. Clyde Avenue

7.M 2026 Tourism Enhancement Grants for Events

8. DISCUSSION ITEMS

8.A Memorandum of Understanding with Kissimmee Airport Development Company, LLC

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 Six New Police Officers

Request

Swearing in Ceremony for Six New Police Officers

Explanation

Six 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:

Nam Vo
Chris Serrano-Ortega
Arian Otero-Benitez
Madeline Rivera
Kimberly Ortega
Melanie Duran

Department: Police
Presenter: Charles Broadway

Attachment(s):

1. (S) Oaths for 6 new officers



CITY OF KISSIMMEE POLICE DEPARTMENT

8 N. STEWART AVENUE - KISSIMMEE, FLORIDA 34741 - 407.847.0176

Charles L. Broadway



OATH OF OFFICE

I, **Melanie Duran** do solemnly swear (or affirm) that I will support, protect, and defend the constitution and government of the United States and of the state of Florida; that I am duly qualified to hold office under the constitution of the state; and that I will well and faithfully perform the duties of **Officer** of the Kissimmee Police Department for which I am now about to enter so help me God.

Signature of Employee

___/___/___

Signature of Chief of Police

___/___/___

STATE OF FLORIDA
COUNTY OF OSCEOLA

Sworn to (or affirmed) and subscribed before me on this 4th day of November 2025 by Melanie Duran who is (X) personally known () or produced _____ as identification.

Signature of Notary Public – State of Florida
Name of Notary (typed, printed or stamped)



CITY OF KISSIMMEE POLICE DEPARTMENT

8 N. STEWART AVENUE - KISSIMMEE, FLORIDA 34741 - 407.847.0176

Charles L. Broadway



OATH OF OFFICE

I, **Kimberly Ortega** do solemnly swear (or affirm) that I will support, protect, and defend the constitution and government of the United States and of the state of Florida; that I am duly qualified to hold office under the constitution of the state; and that I will well and faithfully perform the duties of **Officer** of the Kissimmee Police Department for which I am now about to enter so help me God.

Signature of Employee

___/___/___

Signature of Chief of Police

___/___/___

STATE OF FLORIDA
COUNTY OF OSCEOLA

Sworn to (or affirmed) and subscribed before me on this 4th day of November 2025 by Kimberly Ortega who is (X) personally known () or produced _____ as identification.

Signature of Notary Public – State of Florida
Name of Notary (typed, printed or stamped)



CITY OF KISSIMMEE POLICE DEPARTMENT

8 N. STEWART AVENUE - KISSIMMEE, FLORIDA 34741 - 407.847.0176

Charles L. Broadway



OATH OF OFFICE

I, **Madeline Rivera** do solemnly swear (or affirm) that I will support, protect, and defend the constitution and government of the United States and of the state of Florida; that I am duly qualified to hold office under the constitution of the state; and that I will well and faithfully perform the duties of **Officer** of the Kissimmee Police Department for which I am now about to enter so help me God.

Signature of Employee

___/___/___

Signature of Chief of Police

___/___/___

STATE OF FLORIDA
COUNTY OF OSCEOLA

Sworn to (or affirmed) and subscribed before me on this 4th day of November 2025 by Madeline Rivera who is (X) personally known () or produced _____ as identification.

Signature of Notary Public – State of Florida
Name of Notary (typed, printed or stamped)



CITY OF KISSIMMEE POLICE DEPARTMENT

8 N. STEWART AVENUE - KISSIMMEE, FLORIDA 34741 - 407.847.0176

Charles L. Broadway



OATH OF OFFICE

I, **Arian Otero-Benitez** do solemnly swear (or affirm) that I will support, protect, and defend the constitution and government of the United States and of the state of Florida; that I am duly qualified to hold office under the constitution of the state; and that I will well and faithfully perform the duties of **Officer** of the Kissimmee Police Department for which I am now about to enter so help me God.

Signature of Employee

___/___/___

Signature of Chief of Police

___/___/___

STATE OF FLORIDA
COUNTY OF OSCEOLA

Sworn to (or affirmed) and subscribed before me on this 4th day of November 2025 by Arian Otero-Benitez who is (X) personally known () or produced _____ as identification.

Signature of Notary Public – State of Florida
Name of Notary (typed, printed or stamped)



CITY OF KISSIMMEE POLICE DEPARTMENT

8 N. STEWART AVENUE - KISSIMMEE, FLORIDA 34741 - 407.847.0176

Charles L. Broadway



OATH OF OFFICE

I, **Chris Serrano-Ortega** do solemnly swear (or affirm) that I will support, protect, and defend the constitution and government of the United States and of the state of Florida; that I am duly qualified to hold office under the constitution of the state; and that I will well and faithfully perform the duties of **Officer** of the Kissimmee Police Department for which I am now about to enter so help me God.

Signature of Employee

___/___/___

Signature of Chief of Police

___/___/___

STATE OF FLORIDA
COUNTY OF OSCEOLA

Sworn to (or affirmed) and subscribed before me on this 4th day of November 2025 by Chris Serrano-Ortega who is (X) personally known () or produced _____ as identification.

Signature of Notary Public – State of Florida
Name of Notary (typed, printed or stamped)



CITY OF KISSIMMEE POLICE DEPARTMENT

8 N. STEWART AVENUE - KISSIMMEE, FLORIDA 34741 - 407.847.0176

Charles L. Broadway



OATH OF OFFICE

I, **Nam Vo** do solemnly swear (or affirm) that I will support, protect, and defend the constitution and government of the United States and of the state of Florida; that I am duly qualified to hold office under the constitution of the state; and that I will well and faithfully perform the duties of **Officer** of the Kissimmee Police Department for which I am now about to enter so help me God.

Signature of Employee

___/___/___

Signature of Chief of Police

___/___/___

STATE OF FLORIDA
COUNTY OF OSCEOLA

Sworn to (or affirmed) and subscribed before me on this 4th day of November 2025 by Nam Vo who is (X) personally known () or produced _____ as identification.

Signature of Notary Public – State of Florida
Name of Notary (typed, printed or stamped)

ITEM 3.B**Swearing In Ceremony for K9 Bristol****Request**

To hold a swearing in ceremony for K9 Bristol

Explanation

The City of Kissimmee Police Department has acquired a new K9 by the name of Bristol. K9 Bristol will be serving as the department's therapy dog and his swearing in will serve as a formal introduction to the Mayor, City Commissioners, the citizens and the community.

Department: Police

Presenter: Charles Broadway

Attachment(s):

None

ITEM 3.C

Employee of the Month for November

Request

Staff requests that the City Commission join the City Manager in recognizing Joshua Daniel of the Strategic Communication Division as the Employee of the Month for November.

Explanation

The City is pleased to announce that Joshua Daniel, a dedicated Strategic Communication Manager with Strategic Communication, has been named Employee of the Month for November.

Josh has demonstrated exemplary leadership and commitment since joining the City of Kissimmee in August 2017. As Manager of the Strategic Communications Division, newly formed earlier this year in 2025, he works steadily and reliably behind the scenes, playing a key role in elevating the standards and expectations for how the City communicates with the public.

A dedicated and impactful employee, Josh consistently goes above and beyond—anticipating challenges before they arise, providing thoughtful solutions, and supporting his team with unwavering dependability. He exemplifies the very best qualities we value in our workforce.

Most notably, Josh recently oversaw the major redesign of the City’s website—a project that significantly improved accessibility, user experience, and public engagement.

The City is proud to recognize Josh, for his outstanding contributions and for setting a high bar for excellence in public service communications!

Department: Human Resources & Risk Management

Presenter: Mike Steigerwald

Attachment(s):

None

ITEM 7.A

Approval of City Commission Minutes from the October 21, 2025 meeting and the October 27, 2025 workshop

Request

Request approval of the minutes from the October 21, 2025 City Commission Meeting and the October 27, 2025 Workshop.

Explanation

Minutes from the October 21, 2025 City Commission meeting and the October 27, 2025 Workshop are attached for approval.

Recommendation

Approval of the minutes from the October 21, 2025 City Commission Meeting and the October 27, 2025 Workshop.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Commission

Presenter:

Attachment(s):

1. (S) CCM MIN OCT 21 2025
2. (S) CCM MIN OCT 27 2025 (PLANNING FEE STUDY & THEMATIC TOURISM & CITY BRANDING WORKSHOP)



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

1. MEETING CALLED TO ORDER

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

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

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

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

3. PROCLAMATIONS AND SPECIAL PRESENTATIONS

Mayor Espinosa made a motion to add item 3.F. to the agenda, a proclamation reading for a National Day of Prayer for Domestic Violence Prevention. Commissioner Ortiz seconded the motion.

Motion carried 5 - 0.

3.A Proclamation - Domestic Violence Awareness Month

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

City Manager Steigerwald read a proclamation in honor of Domestic Violence Awareness Month, as the Mayor and Commissioners presented it. Recipient Tammy Douglas expressed gratitude to the city for its support and invited the community to participate in an upcoming domestic violence walk and rally.

3.B Proclamation - Florida City Government Week

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

City Manager Steigerwald read a proclamation in honor of Florida City Government Week. The City Commissioners received the proclamation and thanked the city for their support.

3.C Proclamation - World Polio Day

City Manager Steigerwald read a proclamation in honor of World Polio Day as the Mayor and Commissioners presented the proclamation. Kathy Pierson, together with other members of the Rotary Club of Kissimmee West, expressed gratitude to the city for their support and shared statistics on the effects of polio and ways to prevent it.

(Proclamation 3.F was heard after item 3.C.)

3.F Proclamation – National Day of Prayer for Domestic Violence Prevention

City Manager Steigerwald read a proclamation in honor of the National Day of Prayer for Domestic Violence Prevention as the Mayor and Commissioners presented the

proclamation to Nuevo Sendero. They thanked the city for their support.

Promotion Ceremony for Newly Promoted Battalion Chief and Lieutenants

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

Fire Chief Walls administered the Oath of Office to the newly promoted Battalion Chief of Training, Kris Klemm, EMS Lieutenant Taylor Bruno, and Lieutenant Jamie Steffen.

Introduction of AdventHealth Kissimmee CEO Craig Moore

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

CEO Moore gave a brief overview of his career background and the company's mission and services.

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

5. PUBLIC HEARINGS

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

Mayor Espinosa opened the floor for public comments. Comment cards ("Exhibit A") were submitted, and several individuals spoke on various topics. Representatives from the Students Working Against Tobacco (SWAT) group requested that the commission consider implementing a tobacco-free parks ordinance. Deputy City Manager Austin Blake acknowledged receipt of the information and will investigate further.

Madelin Casiano, 4030 Tucker Ave, Saint Cloud, FL, raised concerns about violations of the city's land development code at a recent food truck special event. Mayor Espinosa advised speakers to speak to the commission as a group and avoid targeting any specific commissioner or staff member.

- 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.*

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

Motion carried 5 - 0.

- 7.A Approval of City Commission Minutes from the October 7, 2025, meeting
Request approval of the October 7, 2025, commission meeting minutes.
- 7.B Acceptance of Funding with the Department of Children and Families for LP045 - Homeless Services Pilot
Approve to accept LP045 for the Homeless Services Pilot for \$200,000.00.
- 7.C Authorization to purchase the annual city vehicle requirements for FY2025-26
Approval to purchase the FY 2025-26 City vehicle requirements from the State Contract, Sheriff's Contract, Cooperative Purchasing Contracts, or the City bid, whichever is most cost-effective, considering the requirements of the departments.
- 7.D Interlocal Agreement with School Board of Osceola County for Bob Makinson Aquatic Center

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

- 7.E Access and Maintenance Easement Agreement for Osceola Village Wall Tract F-2
Approval of the Access and Maintenance Easement Agreement in favor of Osceola Village Homeowners' Association, Inc. (Contract #20250379).
- 7.F Funding Application for Construction of Taxiway Alpha Improvements
Approval to apply for Federal Aviation Administration (FAA) and Florida Department of Transportation (FDOT) grant funding for the construction of Taxiway Alpha Improvements at Kissimmee Gateway Airport (Grant #TwyA Const).
- 7.G Funding Application for Construction of New Air Traffic Control Tower
Approval to apply for Federal Aviation Administration (FAA) and Florida Department of Transportation (FDOT) grant funding for the construction of the new Air Traffic Control Tower at Kissimmee Gateway Airport (Grant #ATCTConst).
- 7.H Advertising Funding from Experience Kissimmee for Kissimmee Gateway Airport
Approval to accept advertising funding for \$30,000 from Experience Kissimmee for Kissimmee Gateway Airport (Grant # Ad FY26).
- 7.I Off Duty Management (Law Enforcement Off-Duty Management Scheduling and Billing Contract)
Approval to transition from the current off-duty management program, Power Details, and contract with a new detail management vendor, Off Duty Management (Contract #20260022).
- 7.J Implementation of a Therapy Dog Program and approval to accept a donated Canine, Bristol Valor, from Valor Service Dogs.
Approval to accept Canine, Bristol Valor, as a Therapy Dog from Valor Service Dogs.
- 7.K First Extension to Janitorial Services Contract with Halo Building Services
Approval to extend the existing janitorial services agreement with Halo Building Services for an additional twenty-four (24) months (Contract # 20230028).

8. DISCUSSION ITEMS

CITY COMMISSION RECESSES AND CONVENES AS THE COMMUNITY REDEVELOPMENT AGENCY BOARD

- 8.A (DKCRA) Downtown Kissimmee CRA Logo Design Presentation
Approval to adopt the Downtown Kissimmee CRA logo design developed by the City's Creative Design Team.

Strategic Communications Manager Josh Daniels introduced the new Downtown Kissimmee CRA Logo Re-Design via a PowerPoint presentation included on the agenda. Following the presentation, commissioners and staff reviewed the proposed logo options and provided feedback. It was noted that the library may be relocated in the future, and the design team was requested to update the graphic accordingly. The addition of "1883" to option three was also recommended. Consensus of the Downtown Kissimmee CRA Board was received for staff to prepare a public survey featuring logo options #1 and #3 with modifications and to review the results at a future date.
- 8.B (DKCRA) Residential Property Improvement Program Policy Updates
Approve changes to the DKCRA Residential Property Improvement Program. Redevelopment Planner Benjamin Burnett reviewed the program details

attached to the agenda.

Chairwoman Espinosa made a motion to approve. Board Member Martinez seconded the Motion.

Motion carried 5 - 0.

8.C (VSCRA) Vine Street Community Redevelopment Agency Residential Property Improvement Program (RPIP) Approval

Approval of the Vine Street CRA Residential Property Improvement Program.

Redevelopment Planner Benjamin Burnett reviewed the program details attached to the agenda.

Chairwoman Espinosa made a motion to approve. Board Member Eady seconded the motion.

Motion carried 5 - 0.

COMMUNITY REDEVELOPMENT AGENCY BOARD ADJOURNS AND RECONVENES AS THE CITY COMMISSION

8.D Nonprofit Funding Transition Plan

Approval to proceed with extending agreements to accomplish the objectives summarized in the transition plan.

Deputy City Manager Desiree Matthews presented a PowerPoint (Exhibit "B") that outlined topics including competitive funding, the transition plan, Safe Haven Connect objectives, the Coordination-Community Engagement Unit, and upcoming steps. She sought the commission's approval to shift the city from a competitive funding approach to a more impact-focused model and to revise procedures for handling agreements and amendments.

Mayor Espinosa made a motion to approve the funding summarized in the transition plan. Commissioner Eady seconded the motion.

Motion carried 5 - 0.

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

City Manager Steigerwald provided updates on upcoming events: Boo on Broadway, legislative priorities at the County, and the Planning and Tourism Workshop scheduled for the following Monday.

9.B CITY ATTORNEY

9.C CITY COMMISSION

Commissioner Martinez announced the Business Resource Showcase on November 13th and shared highlights from her recent D.C. trip, including a meeting with the Canadian Consulate. Commissioner Ortiz praised the Kissimmee Police Department for reduced crime and acknowledged the Fire Department's support. Commissioner Alvarez and Eady addressed the government shutdown, stressing the need for a support plan with the city and nonprofit assistance. Mayor Espinosa recognized awareness months, noted local sports and tourism and requested the Monument of the States be cleaned, which City Manager Steigerwald confirmed.

10. ADJOURNMENT

There being no further business to come before the Commission, Mayor Espinosa adjourned the meeting at 7:41 PM.

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK

PUBLIC COMMENT CARD
REQUEST TO ADDRESS THE CITY COMMISSION

RECORD COPY

DATE: 10/21/25

EXHIBIT "A"

AGENDA ITEM #: _____

NON-AGENDA ITEM: _____

NAME: Madelin Casiano

ADDRESS: 4036 Tucker Ave CITY: St Cloud STATE: FL ZIP: 34772

CHECK ALL THAT APPLY:

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

INSTRUCTIONS:

- COMPLETE ONE (1) CARD FOR EACH TOPIC; INCLUDE AN AGENDA ITEM IF APPROPRIATE (ABOVE)
- PLEASE SUBMIT YOUR COMMENT CARD TO THE CITY CLERK
- WHEN YOUR NAME IS CALLED, APPROACH THE PODIUM AND STATE YOUR NAME AND ADDRESS FOR THE RECORD
- YOU WILL HAVE 3 MINUTES TO VOICE YOUR OPINION, ADDITIONAL TIME PERMITTED ONLY BY AUTHORITY OF THE COMMISSION
- ONCE SUBMITTED, THIS COMMENT CARD BECOMES A PUBLIC RECORD PURSUANT TO FLORIDA STATUTE 119

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

2025-26 Nonprofit Funding Transition Plan & Project Safe Haven Connect



Competitive Funding Process 1999-2025

- Since 1999 more than \$10million to local nonprofit agencies
- Focus on funding services that reduce the burden on public services
- Current budget \$400,000 (\$100k General Fund)
- Last year of ARPA Funds- residual funds

Transition Plan- Why?

- Safe Haven Connect is the City of Kissimmee's outcomes-based social services initiative designed to strengthen housing placement, housing stability and supportive services for residents in need.
- It is a pilot project to replace the City's former competitive nonprofit funding cycle for FY 26
- A strategic investment model that prioritizes **measurable impact** and collaboration among community partners.

Safe Haven Connect – Goals

1. Strengthen Housing Stability

Support residents who are homeless, at risk of homelessness, or precariously housed by funding programs that provide emergency, transitional, and permanent housing solutions.

2. Promote Self-Sufficiency

Connect individuals and families to wrap-around services such as behavioral health, child care, medical service, nutrition services, employment, financial literacy and housing to foster long-term independence.

3. Coordinate Community Resources

Build a unified network of local service providers that share data, align goals, and collaborate to reduce duplication and close service gaps across agencies and leverage other funding sources

4. Maximize Impact Through Outcomes-Based Funding

Shift from one-time competitive grants to strategic investments measured by performance outcomes such as increased housing retention, reduced recidivism, and improved client stability.

5. Enhance Quality of Life for Kissimmee Residents

Ensure that vulnerable populations—families, seniors, veterans, and individuals with disabilities—have equitable access to safe housing and supportive resources within the community.

How?

The program focuses on **direct assistance and stabilization**, supporting subrecipient agencies:

- **Emergency, bridge, transitional and permanent housing**
- **Domestic violence; special population shelters**
- **Medical, behavioral health and disability services**
- **Child-care assistance for working families**
- **Employment Services, Financial Literacy**

By aligning local funding with data-driven outcomes, Safe Haven Connect creates a coordinated housing and service network anchored by the Haven on Vine initiative. The goal is to reduce homelessness, improve access to supportive programs, and enhance quality of life for vulnerable residents through sustained, accountable partnerships rather than one-time grants.

Coordination- Community Engagement Unit

Category	Population Served	Description
Mental Health Services	Homeless & vulnerable individuals and families	Licensed counseling, crisis intervention, trauma-informed care, telehealth, and referrals for behavioral health.
Outreach Services	Encampments, shelters, and public spaces	Street-level engagement, navigation, transportation support, outreach supplies, and translation/interpretation services.
Mobile Medical Services	Unhoused and vulnerable individuals in non-traditional settings	Mobile teams provide health assessments, wound care, vaccinations, triage, and rapid referrals.
Coordination & Navigation	250 households	Centralized system navigation, referral management, case conferencing, and interagency collaboration.
Training	Public Safety Teams	Trauma-Informed Care Training
Grant expires June 30, 2026		

Next Steps

45-Day Actions

- **Contracting & amendments:** Execute provider agreements (or amend existing grants) with clear scopes, unit costs, and output/outcome targets.
- **Data infrastructure:** Stand up shared intake + referral tracking (case IDs, HMIS linkages if applicable); define required data fields and privacy rules.
- **Payment model:** Implement reimbursement schedule (monthly/quarterly), documentation checklist, and claw-back/performance hold language.
- **Provider onboarding:** Host kickoff; review KPIs, documentation, referral pathways, and branding/use of City mark.
- **Comms launch:** Press brief, website page, info cards and communications plan



MEETING MINUTES
SESSION OF THE COMMISSION WORKSHOP (PLANNING FEE STUDY
& THEMATIC TOURISM & CITY BRANDING PRESENTATION)
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
MONDAY, OCTOBER 27, 2025, AT 2:00 PM

1. MEETING CALLED TO ORDER

Members Present: Mayor Jackie Espinosa, Commissioners Noel Ortiz, Carlos Alvarez, III, Janette Martinez (Virtual via Microsoft Teams)

Staff Present: City Manager Mike Steigerwald, Deputy City Manager Austin Blake, City Clerk Tameara Crespo, Assistant City Clerk Lucia Gonzalez

Staff Absent: Deputy City Manager Desiree Matthews, City Attorney, Olga Sanchez de Fuentes

Members Absent: Commissioner Angela Eady

Mayor Espinosa called the meeting to order at 02:00 PM.

2. WORKSHOP BUSINESS

2.A Development Review Fees

Review and direction of the development review fee study.

Development Services Director Craig Holland presented the development review fee study carried out by Matrix Consulting. Assistant Director Doug Etheredge elaborated on the study's key findings, which identified four essential changes: adjusting the fees, properly applying the fee structure, introducing refund options, and rounding fees to the nearest dollar for flat-rate charges. The discussion focused on proposed fee structures, project categories, multistep review processes, special events, and permits. Throughout the presentation, staff and commissioners participated in an open discussion about the proposed fee updates.

Mayor Espinosa motioned to approve the development review. Commissioner Alvarez seconded the motion to approve the development fees review, which will be discussed at a future meeting.

2.B Thematic Tourist and City Branding Presentation

Presentation by Jacobo Cabrera, President of Art with a Cause.

Jacob Cabrera, President of Art with a Cause, presented the organization's theme tourism video. The video highlighted their aim to rebrand Kissimmee to increase tourism, complement theme parks, and enhance romantic visitor experience. By emphasizing the phonetic pronunciation of "Kissimmee" as "Kiss Me," they seek to strengthen the city's branding and promote it as "The City of Love". Commissioners asked for clarification regarding the \$500M proposed financial benefit and how the concept could be designed to be inclusive and family friendly.

Mayor Espinosa clarified the distinction between the proposed "Visit Kissimmee" marketing concept and the current "Experience Kissimmee" brand. City Manager Steigerwald outlined the planning process involved in moving forward with this branding concept, including potential bids and RFPs. Discussions covered legal considerations, processes, and collaboration with Experience Kissimmee to ensure proper implementation on approval. Mayor Espinosa recommended issuing a proclamation on

February 14, 2026, to support the "City of Love" mission.

3. GENERAL DISCUSSION

4. ADJOURNMENT

There being no further business to come before the Commission, Mayor Espinosa adjourned the meeting at 03:28 PM.

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK

ITEM 7.B

Acceptance of additional funding from the Florida Department of Transportation Alert Today Florida's High Visibility Enforcement for Pedestrian and Bicycle Safety Program

Request

Approval to authorize the Chief of Police to execute Amendment No. 1 to Letter of Agreement and Contract (Grant HIGHVIS25) with the Institute of Police Technology to accept grant funding from the Florida Department of Transportation (FDOT) Alert Today Florida's High Visibility Enforcement for Pedestrian and Bicycle Safety Program.

Explanation

The Kissimmee Police Department has been identified as a priority agency within Osceola County, which has the highest representation of traffic crashes resulting in serious or fatal injuries to pedestrians and bicyclists. As a result, the Florida Department of Transportation (FDOT) has allocated overtime reimbursement funding to the City in the amount of \$16,648.87 to assist with High Visibility Enforcement efforts. The commission previously approved the \$16,648.87, and we are requesting approval to accept the additional \$4,000.00. These funds will be under agreement with the University of North Florida – Institute of Police Technology and Management.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
15130601 501414	HIGHVIS25	Increase	4,000.00	
15100337 337200	HIGHVIS25	Increase	4,000.00	

Financial Summary:

Monthly invoicing will be done for overtime expenses to be reimbursed during the grant period, up to \$20,648.87. \$16,648.87 was received from the original contract and an additional \$4,000.00 will be granted to the Department. This additional funding is offered to the City of Kissimmee. No application process is completed, only acceptance.

Recommendation

Approval to accept funding from FDOT, through the University of North Florida - Institute of Police Technology and Management, in the amount of \$4,000.00 and to amend the budget accordingly.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Police

Presenter: Charles Broadway

City of Kissimmee

Attachment(s):

1. HIGHVIS25 Contract Amendment



Institute of Police Technology and Management

University of North Florida
12000 Alumni Drive | Jacksonville, Florida 32224
Phone: (904) 620-4786 | Fax: (904) 620-2453
www.iptm.org

October 8, 2025

Mr. Chris Craig
Traffic Safety Administrator
Florida Department of Transportation
605 Suwannee Street, MS 53
Tallahassee, Florida 32399

RE: Pedestrian and Bicycle Safety High Visibility Enforcement and Support Program
Project Number: 433144-1-8404
Contract Number: G3E95

Dear Mr. Craig,

We are requesting an amendment of the subcontract between IPTM and the City of Kissimmee executed on August 22, 2025. The amendment is to increase the contract by \$4,000.00 for a new total of \$20,648.87. This increase will allow the agency to continue High Visibility Enforcement (HVE) operations from October 2025 through May 8, 2026.

The revision is outlined in the attached Amendment No. 1 to Letter of Agreement and Contract.

I appreciate your consideration of this request.

Sincerely,

A handwritten signature in purple ink, appearing to read "Angel Williams", is written over the word "Sincerely,".

Angel Williams
Coordinator

Attachment

AMENDMENT NO. 1 TO LETTER OF AGREEMENT AND CONTRACT

WHEREAS the **University of North Florida Training and Services Institute, Inc., d/b/a Institute of Police Technology and Management (“IPTM”)** and the **City of Kissimmee (“Vendor”)** have previously entered into an Agreement dated August 22, 2025.

WHEREAS, “IPTM” and “Vendor” agree to the following Amendment to the Original Agreement, such Amendment to be effective once the last party has signed the amendment.

All other provisions of the original agreement and any subsequent Amendments, if any, that are not in conflict with or changed by the Amendment above shall remain unchanged and in effect.

- The University and Vendor agree to increases the contract amount by \$4,000.00 for a new total of \$20,648.87

IN WITNESS WHEREOF, the parties have executed this instrument for the purposes herein expressed.

George Androuin, Assistant Vice President
University of North Florida Training and Services Institute, Inc.
d/b/a Institute of Police Technology and Management

Date

Cameron Pucci, Director

Date

Vendor’s Authorized Agent Signature

Date

Printed Name

Title

DocuSigned by:
Chris Craig
B87DFADA5D7C4E4
FDOT APPROVAL

10/10/2025 | 2:16 PM EDT

Target Area Detail Summary Report

For Grant 2025-2026 Ped/Bike HVE

Agency Kissimmee PD Contract from 8/22/2025 to 5/8/2026, \$16,648.87

Agency Summary for Kissimmee PD

Osceola County, District "5"

Agency Kissimmee PD Contacts								
	Educational		Warnings		Citations		Overall	
	Total	Avg / Hour	Total	Avg / Hour	Total	Avg / Hour	Total	Avg / Hour
Pedestrian:	192	1.25	2	0.01	0	0.00	194	1.26
Bicyclist:	22	0.14	0	0.00	0	0.00	22	0.14
Motorist:	48	0.31	13	0.08	0	0.00	61	0.40
Total:	262	1.70	15	0.10	0	0.00	277	1.80

Target Area Coverage for Kissimmee PD - Total Hours Worked: 154.00, Bicycle Lights Distributed: 1

Target Area	Hours Worked	% of All Agency Work
Location 02 (Tier 1) N Orange Blossom Trail (Max: 8 Officers)	90.00	58.4%
Location 03 (Tier 1) John Young Parkway (Max: 8 Officers)	34.00	22.1%
Location 04 (Tier 1) Vine Street (Max: 3 Officers)	30.00	19.5%
Location 10 (Tier 2) Emmett St/ Broadway/ N Main St (Max: 8 Officers)	0.00	0.0%

Target Area Details for Kissimmee PD

Target Area Detail For Location 02 (Tier 1) N Orange Blossom Trail (Max: 8 Officers)

Agency Kissimmee PD, Osceola County, District "5"

Description: From Columbia Avenue to Carroll Street

Total Hours Worked: 90.00 % Of All Agency Work: 58.4% Bicycle Lights Distributed: 0

Educational Contacts		
Pedestrian: 138	Bicyclist: 16	Motorist: 32

Safety Issues Reported:

- rained heavy limited foot traffic

Warnings And Citations for Target Area Location 02 (Tier 1) N Orange Blossom Trail (Max: 8 Officers)

No Warning or Citations Documented

Target Area Detail For Location 03 (Tier 1) John Young Parkway (Max: 8 Officers)

Agency Kissimmee PD, Osceola County, District "5"

Description: From Harrelson Lane to Vine Street

Total Hours Worked: 34.00 % Of All Agency Work: 22.1% Bicycle Lights Distributed: 1

Educational Contacts		
Pedestrian: 33	Bicyclist: 4	Motorist: 5

Safety Issues Reported:

- not crossing at crosswalks
- Heavy Rain

Warnings And Citations for Target Area Location 03 (Tier 1) John Young Parkway (Max: 8 Officers)

Code	Pedestrian		Bicyclist		Motorist	
	Warn	Cite	Warn	Cite	Warn	Cite
316.074 Obedience to required traffic control devices.— The driver of any vehicle shall obey all official traffic control signal devices, placed in accordance with the provisions of this chapter, unless otherwise directed by a police officer.	0	0	0	0	4	0
316.074 (2) Obedience to and required traffic control devices.—No person shall drive any vehicle from a roadway to another roadway to avoid obeying the indicated traffic control indicated by such traffic control device.	0	0	0	0	2	0
316.075(1)(c)(2)(b) Pedestrians shall not enter the roadway on red unless otherwise directed by a pedestrian signal.	1	0	0	0	0	0
Total:	1	0	0	0	6	0

Target Area Detail For Location 04 (Tier 1) Vine Street (Max: 3 Officers)

Agency Kissimmee PD, Osceola County, District "5"

Description: From John Young Parkway to N Central Avenue

Total Hours Worked: 30.00 % Of All Agency Work: 19.5% Bicycle Lights Distributed: 0

Educational Contacts		
Pedestrian: 21	Bicyclist: 2	Motorist: 11

Safety Issues Reported:

No Safety Issues Reported

Warnings And Citations for Target Area Location 04 (Tier 1) Vine Street (Max: 3 Officers)

Code	Pedestrian		Bicyclist		Motorist	
	Warn	Cite	Warn	Cite	Warn	Cite
316.074 Obedience to required traffic control devices.— The driver of any vehicle shall obey all official traffic control signal devices, placed in accordance with the provisions of this chapter, unless otherwise directed by a police officer.	0	0	0	0	1	0
316.074 (2) Obedience to and required traffic control devices.—No person shall drive any vehicle from a roadway to another roadway to avoid obeying the indicated traffic control indicated by such traffic control device.	0	0	0	0	5	0
316.075(1)(c)(2)(b) Pedestrians shall not enter the roadway on red unless otherwise directed by a pedestrian signal.	1	0	0	0	0	0
316.130 (7)(a) The driver of a vehicle at an intersection that has a traffic control signal in place shall stop before entering the crosswalk and remain stopped to allow a pedestrian, with a permitted signal, to cross a roadway when the pedestrian is in the crosswalk or steps into the crosswalk and is upon the half of the roadway upon which the vehicle is traveling or when the pedestrian is approaching so closely from the opposite half of the roadway as to be in danger.	0	0	0	0	1	0
Total:	1	0	0	0	7	0

ITEM 7.C

Permanent Right-of-Way Easement between TRJ 4030 Kissimmee LLC and the City of Kissimmee

Request

Request approval of a Permanent Right-of-Way Easement between TRJ 4030 Kissimmee LLC and the City of Kissimmee to accommodate streetscape zone requirements on Hoagland Boulevard (Contract #20260069).

Explanation

Due to the lack of right-of-way to accommodate adequate streetscape zones along streets within the Form Based Code (FBC) area of the City, some projects are required to dedicate an easement on private property to the city to accommodate sidewalks and a furnishing zone (green space). This property, 4030 W. Vine, is being platted (SR-24-0006) and the new sidewalk and green space will be required with any new development. This right-of-way easement has varying measurements in width on Hoagland Blvd.

FINDINGS AND REASONS:

Compliance with Land Development Code Section 14-5-5(E), Streetscape Zone, which requires an easement dedication if there is not sufficient space in the existing right-of-way to accommodate the streetscape zones.

Recommendation

Approval of a permanent right-of-way easement between TRJ 4030 Kissimmee LLC and the City of Kissimmee.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services

Presenter:

Attachment(s):

1. (S) 4030 W Vine Easement Agreement

This instrument prepared
by and return to:

City Attorney's Office
101 Church Street
Kissimmee, FL 34741
407-518-2310

Property Appraiser's Parcel ID Number:

PERMANENT RIGHT OF WAY EASEMENT

THIS PERMANENT RIGHT OF WAY EASEMENT ("Easement Agreement") is made and executed this 18 day of July, by and between TRJ 4030 KISSIMMEE LLC whose address is 4467 Joseph Place NE Washington, DC 20017 (hereinafter "GRANTOR") and the CITY OF KISSIMMEE, a municipal corporation of the State of Florida, whose address is 101 Church Street, Kissimmee, FL 34741, (hereinafter "GRANTEE").

"WITNESSETH"

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

WHEREAS, Grantee desires to obtain a permanent right of way easement in connection with the Grantee's redevelopment of the Vine Street Corridor within the Vine Street CRA Overlay District over a portion of the Property more particularly shown and described on Exhibit "A" attached hereto and made a part hereof (the "Easement Area"); and

WHEREAS, Grantor agrees to grant this Permanent Right of Way Easement to Grantee upon and subject to the terms and conditions set forth below.

NOW THEREFORE, in consideration of the foregoing premises, the mutual covenants and promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. RECITATIONS. The above recitations are true and correct.
2. GRANT AND USE OF EASEMENT. Grantor hereby grants and conveys to Grantee (its successors and assigns) a permanent right of way easement in perpetuity. This easement is subject to the terms and conditions set forth herein and in other recorded easements, restrictions, conditions, and limitations affecting the Easement Area and the Property. The easement shall be used by the Grantee (and its successors, assigns, licensees or designees) for the construction, maintenance and

repair, landscaping, surface water drainage, current utilities, ingress and egress and all other uses traditionally associated with public road rights of way, including for the use of the traveling public across the Easement Area, at the Grantee's sole discretion.

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

4. **INDEMNIFICATION.** In addition to any other indemnification provided herein, Grantee, shall indemnify, defend, protect and hold Grantor and its officers, directors, shareholders, employees, agents and lenders, (collectively the "Indemnities"), harmless for, from and against any and all causes of action, claims, liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees and court costs) sustained by or asserted against the Indemnities from the activities, operations, or use of the Easement Area by Grantee or arising from, out of or in any manner connected with the acts or omissions of the Grantee in exercising the rights and obligations granted and set forth herein.

- a. To the extent provided by F.S. 768.28, Grantee hereby agrees to indemnify, defend, and hold harmless the Indemnities from and against any and all liability, loss, claim, demand, lien, damage, penalty, fine, interest, cost and expense (including, without limitation, reasonable attorney fees and litigation costs) incurred by the Indemnities for injuries to persons (including, without limitation, loss of life) or for damage, destruction of property, which is caused directly in whole or in part by:
 - (i) The activity, work or act committed, omitted, permitted or suffered by Grantee, its successors, assigns, grantees, invitees, and any of their officers, directors, employees, representatives and agents, or caused, in whole or in part, on or about the Easement area;
 - (ii) the negligence of Grantee, its successors, assigns, grantees, invitees, agents, employees, representatives or contractors;
 - (iii) Grantee's failure to perform any obligations imposed hereunder;
 - (iv) Grantee's use, maintenance, or repair of the Easement Area; or
 - (vi) Grantee's failure to abide by any applicable Laws as exist at present and those which may be enacted subsequent to the date of this Easement Agreement, and whether or not such injuries, damage, destruction or theft are sustained by Grantee or Grantor, or by other persons or entities on the Easement Area
- b. Nothing contained herein shall be construed as a waiver by Grantee of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

5. **BINDING OBLIGATIONS.** Grantee and Grantor covenant and agree that the terms and provisions of this Easement Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective permitted legal representatives, successors and permitted assigns.

6. **CONSTRUCTION OF AGREEMENT.** This Easement Agreement has been fully reviewed and approved by the parties hereto, and their respective counsel. Accordingly, in interpreting this Easement Agreement, no weight shall be placed upon which party hereto or its counsel drafted the provisions being interpreted.

7. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding and agreement between the parties hereto concerning the Easement and supersedes any prior or written or oral agreements between the parties concerning the subject matter. There are no representations, agreements, or arrangements or understandings, oral or written, between or among the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.

8. **NOTICES.** All notices, demands, requests and other communications required or to be given pursuant to this Easement Agreement shall be in writing, given by the parties hereto and shall be sent by registered mail, return receipt requested, or by a national overnight receipt delivery service (e.g., Federal Express). Such notices shall be deemed served, given and delivered on the earlier of the following: (i) the date of actual receipt; (ii) the fifth (5th) business day after any registered or certified notice was deposited in a sealed envelope in the U.S. mail, postage prepaid; (iii) the next business day after any notice was delivered (on a business day) to a receipted overnight delivery service of said notice accepted same). All notices shall be addressed as set forth below:

If to Grantor: TRJ 4030 KISSIMMEE LLC
615 E. Colonial Drive
Orlando, FL 32803

If to Grantee: City Manager
City of Kissimmee
101 Church St.
Kissimmee, FL
34741

Or to such other address or to the attention of such other person as hereinafter shall be designated in writing and sent in accordance with the foregoing provisions.

9. **NO IMPLIED WAIVER.** The failure of any party to insist upon strict performance of any of the terms and provisions of this Easement Agreement, irrespective of the length of time for which such failure continues, shall not be a waiver of any such party's rights. No course of dealing between the parties and no delay in exercising any right, power or remedy conferred hereby or now hereafter existing at Law, in equity, by statute or otherwise shall operate as a waiver of, or otherwise prejudice, any such right, power or remedy.

10. **SEVERABILITY.** Every provision of this Agreement is intended to be severable. In the event that any provision of this Agreement is held to be invalid, the same shall not affect in any respect whatsoever the validity of the remaining provisions of this Agreement.

11. **AMENDMENTS.** This Agreement may be changed, modified, amended or rescinded only by an instrument in writing duly executed and acknowledged by all parties hereto, or their successors or assigns.

12. **GOVERNING LAW.** This Easement Agreement shall be governed by and, construed in accordance with the Laws of the State of Florida. Any legal action instituted or arising out of this Easement Agreement shall be brought in the Courts of Osceola County, Florida. The parties consent and submit to the exclusive jurisdiction of any such court and agree to accept service of process outside the State of Florida in any matter to be submitted to any such court pursuant hereto.

13. **ATTORNEY'S FEES AND WAIVER OF JURY TRIAL.** The parties hereto agree to waive trial by jury in any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Easement Agreement, or arising out of any matter pertaining to this Easement Agreement. Each party further agrees that in any action, proceeding or claim which may be brought from any matter arising out of this Easement Agreement there shall be no entitlement to attorney's fees or court costs from the opposing party.

14. **COUNTERPARTS.** This Easement Agreement may be executed in any number of counterparts with the same effect as if all parties hereto have signed the same agreement. All such counterparts shall be deemed to be an original and all of which shall together constitute one and the same instrument.

{Signature pages follow}

IN WITNESS WHEREOF, the parties hereto have duly authorized and executed this Easement Agreement as of the day and year first written above.

GRANTOR:

RSCy

Signature

Name: Richard S. Corley

Title: Manager

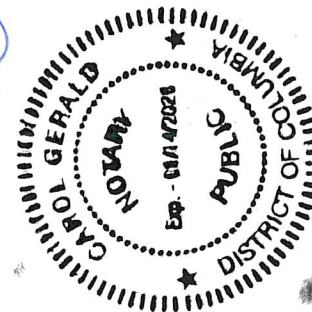
COUNTY OF n/A

STATE OF District of Columbia SS.

BE IT REMEMBERED that on this 22nd day of July, 2025, before me, a Notary Public in and for the said county and state, personally appeared Richard S. Corley, the _____ of _____, the _____ of _____, the member of _____, who is personally known to me and who acknowledged that she/he did sign the foregoing instrument and that the same is her/his free and voluntary act and deed.

IN TESTIMONY WHERE OF, I have hereunto set my hand and affixed my notarial seal on the date and year above-mentioned.

[Signature]
Notary Public



GRANTEE:

By: _____
Mayor - Commissioner

ATTEST:

City Clerk

Approved as to form and legal sufficiency:

City Attorney

EXHIBIT "A" Legal Description of Easement

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION:

A parcel of land being a portion of Lot 1, DAWSON'S, according to the plat thereof, as recorded in Plat Book 9, Page 28 of the Public Records of Osceola County, Florida, being more particularly described as follows:

Begin at the Southwest corner of Lot 1, DAWSON'S, according to the plat thereof, as recorded in Plat Book 9, Page 28 of the Public Records of Osceola County, Florida; thence N00°06'12"E, along the West line of said Lot 1, a distance of 600.12 feet to the Point of Curvature of a curve, Concave to the Southeast, having a Radius of 25.00 feet and a Central Angle of 76°28'43"; thence run Northeasterly along the Arc of said curve, a distance of 33.37 feet (Chord Bearing = N38°20'33"E, Chord = 30.95 feet) to a Point of Non Tangency; thence S00°00'13"W, a distance of 137.59 feet; thence S00°11'21"W, a distance of 33.32 feet; thence S00°08'01"W, a distance of 84.85 feet; thence S00°10'47"W, a distance of 51.19 feet; thence S00°18'32"E, a distance of 44.28 feet; thence S00°01'10"W, a distance of 29.93 feet; thence S02°56'43"W, a distance of 41.22 feet; thence S02°26'05"W, a distance of 89.03 feet; thence S02°35'32"W, a distance of 113.21 feet to a point on the South line of Lot 1, DAWSON'S; thence S89°52'21"W, along said South line, a distance of 9.01 feet to the Point of Beginning.

Containing 10,710 square feet or 0.25 acres, more or less.

ABBREVIATIONS/LEGEND

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

CURVE TABLE

CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C1	25.00'	76°28'43"	33.37'	N38°20'33"E	30.95'

LINE TABLE

LINE #	DIRECTION	LENGTH
L1	S00°00'13"W	137.59'
L2	S00°11'21"W	33.32'
L3	S00°08'01"W	84.85'
L4	S00°10'47"W	51.19'
L5	S00°18'32"E	44.28'

LINE TABLE

LINE #	DIRECTION	LENGTH
L6	S00°01'10"W	29.93'
L7	S02°56'43"W	41.22'
L8	S02°26'05"W	89.03'
L9	S02°35'32"W	113.21'
L10	S89°52'21"W	9.01'

NOTES:

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

SHEET 1 OF 3

REQUESTED BY: WGI, INC.

DATE OF SKETCH: 7/2/2025

REVISIONS:

SCALE: 1" = 60'

SEC. 19, TWP. 25 S, RNG. 29 E

CAD FILE: S-L STREETScape

JOB NO.: 25-110

DRAWN BY: ELW

**JOHNSTON'S
SURVEYING, LLC**

900 Cross Prairie Parkway, Kissimmee, Florida 34744

(407) 847-2179 • Fax (407) 847-6140 LB 966

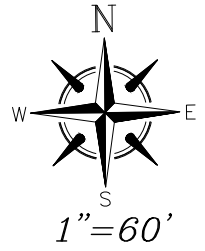


07/03/2025

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

NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL.

SKETCH OF DESCRIPTION



HOAGLAND BOULEVARD

85' R/W PER OSCEOLA COUNTY RIGHT
OF WAY MAP PREPARED BY JOHNSTON'S
SURVEYING, INC., DATED 01/29/2013

N00°06'12"E 600.12'

10' UTILITY & SIDEWALK EASEMENT

L2

L3

L4

L5

L6

L7

L8

L9

L10

LOT 1

DAWSON'S
PLAT BOOK 9,
PAGE 28

30' INGRESS/EGRESS, CONSTRUCTION &
MAINT. EASEMENT PER O.R.B. 461, PAGE 617

15' INGRESS/EGRESS, CONSTRUCTION & MAINT.
EASEMENT PER O.R.B. 461, PAGE 617

SEE SHEET 3

10' UTILITY EASEMENT PER

KISSIMMEE EXECUTIVE PARK
PLAT BOOK 2, PAGES 206-207

LOT 1

DAWSON'S
PLAT BOOK 9,
PAGE 28

10' UTILITY EASEMENT PER P.B. 9, PG. 28

KISSIMMEE EXECUTIVE PARK
PLAT BOOK 2, PAGES 206-207

POINT OF
BEGINNING

SOUTHWEST CORNER
LOT 1, DAWSON'S
PLAT BOOK 9,
PAGE 28

WEST LINE LOT 1

10' UTILITY & SIDEWALK EASEMENT PER P.B. 9, PG. 28

7.5' UTILITY EASEMENT PER P.B. 9, PG. 28

SOUTH LINE LOT 1

NOT PLATTED

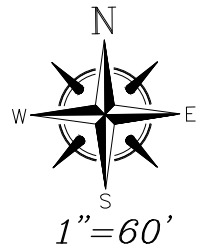
**JOHNSTON'S
SURVEYING, LLC**

900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 • Fax (407) 847-6140 LB 966

SHEET 2 OF 3

SKETCH OF DESCRIPTION

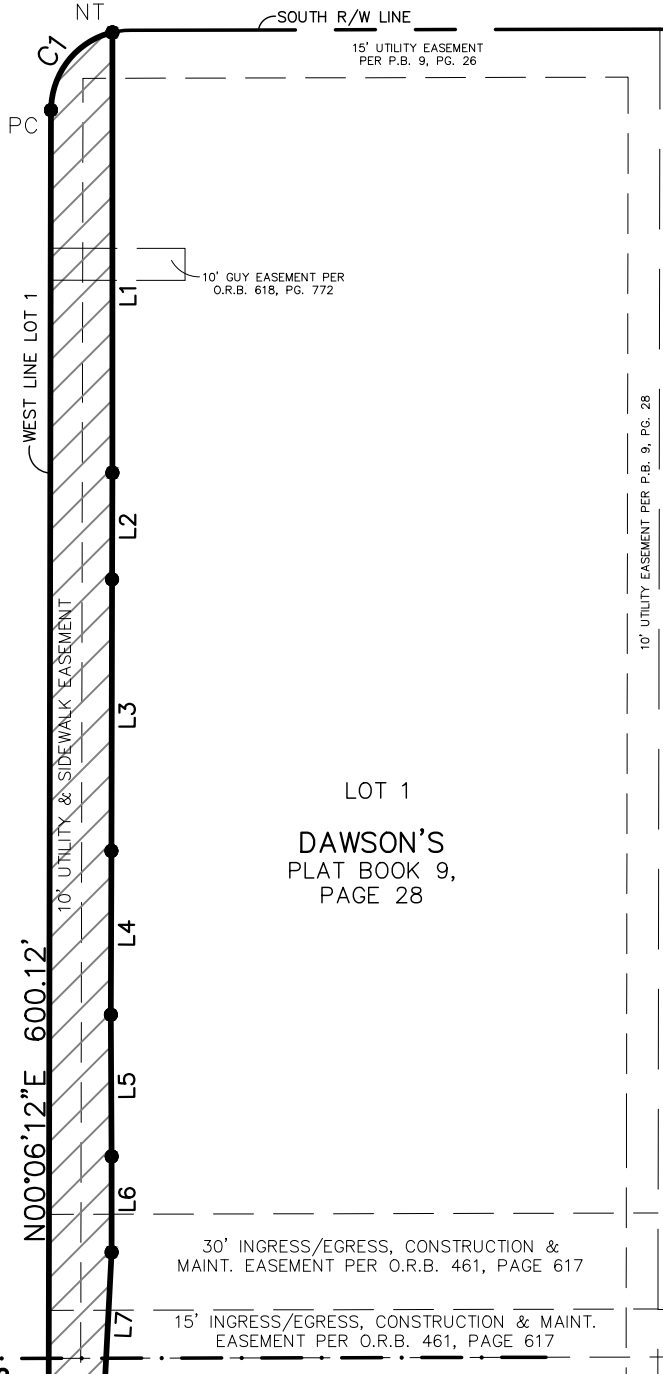
U.S. HIGHWAY NO. 192
STATE ROAD 530
(SECTION 92090-2541
WPI 5115720
FP NO 2396631)
R/W WIDTH VARIES



NORTH LINE OF THE NE 1/4 OF
SEC. 19, TWP. 25 S., RNG. 29 E.

HOAGLAND BOULEVARD

85' R/W PER OSCEOLA COUNTY RIGHT
OF WAY MAP PREPARED BY JOHNSTON'S
SURVEYING, INC., DATED 01/29/2013



LOT 1
DAWSON'S
PLAT BOOK 9,
PAGE 28

KISSIMMEE EXECUTIVE PARK
PLAT BOOK 2, PAGES 206-207

SEE SHEET 2

**JOHNSTON'S
SURVEYING, LLC**

900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 • Fax (407) 847-6140 LB 966

SHEET 3 OF 3

ITEM 7.D

Authorization to apply for the 2025 Patrick Leahy Bulletproof Vest Partnership Program

Request

Authorization to submit an application for the 2025 Patrick Leahy Bulletproof Vest Partnership Program from the U.S. Bureau of Justice Assistance. (Grant BVP26)

Explanation

The City is eligible to submit an application for the 2024 Patrick Leahy Bulletproof Vest Partnership Program from the Bureau of Justice Assistance. These monies will be allocated for the partial funding of bulletproof vests as outlined in the application. The City will budget for the balance of the expenses.

Recommendation

Authorize KPD to submit the required application for the 2025 Patrick Leahy Bulletproof Vest Partnership Program from the Bureau of Justice Assistance.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Police

Presenter:

Attachment(s):

1. BVP Application Period Open-Fact Sheet-Overview of Program 102425



NEWS from BJA

BUREAU OF JUSTICE ASSISTANCE • OFFICE OF JUSTICE PROGRAMS

Dear BVP Participant:

The Office of Justice Programs' Bureau of Justice Assistance is opening the Fiscal Year (FY) 2025 Bulletproof Vest Partnership (BVP) Program application period today, Monday, October 20, 2025. All applications must be submitted online at Bulletproof Vest Partnership: Login (usdoj.gov) by **6:00 pm Eastern Time on Friday, December 19, 2025.**

The purpose of the BVP Program is to reimburse states, units of local government, and federally recognized Indian tribes, *i.e.*, jurisdictions, for up to 50 percent of the cost of body armor vests purchased for law enforcement officers. Please see the BVP Fact Sheet for detailed information on the BVP Program. In addition, detailed guides and training materials for the BVP application process and the payment request process can be found at BVP Program Resources. For other questions about the BVP program please see the updated BVP Frequently Asked Questions (FAQs).

FY 2025 BVP Program and Application Requirement Highlights

- **Eligibility:** States, units of local government, and federally recognized Indian tribes, *i.e.*, jurisdictions that employ eligible law enforcement officers are eligible to apply for BVP funds. Multiple law enforcement agencies (LEAs) within the same jurisdiction must submit their own application information and vest needs to the jurisdiction. The jurisdiction will then submit the LEA applications in one submission to BJA. This includes colleges and universities. All public colleges and universities are considered LEAs under their respective jurisdiction.
- **System for Award Management (SAM) Registration Requirement:** An active registration in SAM is required to receive funds. Jurisdictions not registered with SAM are strongly encouraged to access the SAM website at [SAM.gov](https://sam.gov) as soon as possible in order to obtain information on and complete the online SAM registration process. Applicants should ensure that current bank routing and bank account information is included in the SAM.gov profile, as the banking information in the SAM at the time of application will be used to transfer reimbursement funds to your jurisdiction. For more information about renewing and updating your existing SAM registration, or registering in SAM as a new entity, please access the SAM support materials here [SAM Help](#). The SAM Helpdesk can be reached at (866) 606-8220.
- **DIAMD Registration Requirement:** The first step to obtain access to the BVP system is onboarding to OJP's Digital Identity and Access Management Directory (DIAMD). DIAMD is a single-sign-on gateway service with multi-factor authentication. If you are an OJP grant program applicant or recipient, you may already have an account registration with DIAMD, and your BVP user account will be added to the OJP systems you access through DIAMD. Please see the BVP login page for details: <https://vests.bja.ojp.gov/bvp/login/externalAccess.jsp>. Detailed instructions can be found in the [User Account Activation Guide](#).

- **Body Armor Vest Requirements:** Body armor vests purchased with BVP funds must have been tested through the National Institute of Justice (NIJ) Compliance Testing Program (CTP) and found to comply with the most current NIJ body armor standards, appear on the NIJ Compliant Products List as of the date the body armor was ordered, be uniquely fitted, and be made in the United States. NIJ has started adding vests to the compliant products list for the new 0101.07 Standard. FY 2025 BVP funds may be used for the purchase of eligible vests listed on the 101.06 Standard and the 0101.07 Standard. In addition, applicants must have a written mandatory wear policy for uniformed patrol officers in place at the time of application. Detailed information on the mandatory wear requirement can be found in the Mandatory Wear FAQs.
- **Items to Review:** To ensure that program participants are submitting applications that accurately reflect their vest needs for the next two years, please review the program guidance below. Prior to submitting an application for FY 2025 BVP funds:
 - Verify that the number of vests indicated on the application does not exceed actual agency needs. Review all currently deployed vests for those that will need to be replaced during the next two years, according to the replacement cycle indicated on your BVP system profile. Applications for funds should reflect the number of vests your agency needs to replace within the next two years, and vests for officers your agency anticipates hiring in the next two years. (New hires can be anticipated based on the average number of officers hired over the most recent three years.)
 - Ensure that the application accurately reflects the current market cost for the vests identified on the application.
 - Review previous year(s) BVP funding to identify any unspent funds that might currently be available for BVP needs.

Your careful attention to actual vest needs will help ensure that all eligible jurisdictions submitting requests will receive the maximum award allowable based on available funding and distribution guidelines.

For questions regarding this email or for assistance with the online application process, please contact the BVP Help Desk at 1-877-758-3787, or email vests@usdoj.gov.

In addition, please visit BJA's Officer Robert Wilson III Preventing Violence Against Law Enforcement Officers and Ensuring Officer Resilience and Survivability (VALOR) Initiative website to obtain other information regarding officer safety: [VALOR Officer Safety and Wellness Initiative](#).

The VALOR Initiative is a comprehensive set of programs that deliver no-cost officer safety, wellness, resilience training, resources, and technical assistance to law enforcement throughout the country. VALOR brings together the latest research and practices to address current and emerging officer safety and wellness issues/threats. Please see the [BJA VALOR Initiative](#) booklet for a detailed synopsis of this important initiative.

Sincerely,

BVP Program Team
Bureau of Justice Assistance
Office of Justice Programs
U.S. Department of Justice



**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS**



BJA
BUREAU OF JUVENILE AND
DELINQUENCY

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This email was sent to brandon.durango@kissimmee.gov using GovDelivery Communications Cloud on behalf of Department of Justice
Washington, DC



BUREAU OF JUSTICE ASSISTANCE FACT SHEET

PATRICK LEAHY BULLETPROOF VEST PARTNERSHIP PROGRAM

The [Patrick Leahy Bulletproof Vest Partnership \(BVP\) Program](#), administered by the [Department of Justice, Office of Justice Programs \(OJP\)](#), [Bureau of Justice Assistance \(BJA\)](#), reimburses states, units of local government, and federally recognized Indian tribes for up to 50 percent of the cost of body armor vests purchased for law enforcement officers. Since 1999, more than 13,000 jurisdictions have participated in the BVP Program, with a total of \$573 million in federal funds for the purchase of more than 1.5 million body armor vests. See the [BVP program resources](#) page for detailed award history.



Since FY 2015, body armor vests were directly attributable to saving the lives of at least 305 law enforcement and corrections officers (based on data collected by OJP). Forty-three of those body armor vests were purchased, in part, with BVP funds.

Program Requirements and Instructions

The following is an overview of the BVP requirements and instructions. Detailed information can be found in the [BVP Frequently Asked Questions \(FAQs\)](#).

Eligible Applicants: States, units of local government, and federally recognized Indian tribes—that is, jurisdictions—that employ eligible law enforcement officers are eligible to apply for BVP funds. For the purposes of the BVP Program, “state” means each of the 50 states, the District of Columbia, the Commonwealth of Puerto Rico, the

United States Virgin Islands, American Samoa, Guam, and the Northern Mariana Islands; “unit of local government” means a county, municipality, town, township, village, parish, borough, or other unit of general government below the state level.

Law Enforcement Officer Definition: “Law Enforcement Officer” is defined as any officer, agent, or employee of a state, unit of local government, or federally recognized Indian tribe authorized by law or by a government agency to engage in or supervise the prevention, detection, or investigation of any violation of criminal law, or authorized by law to supervise sentenced criminal offenders. This includes full-time, part-time, and auxiliary personnel, whether paid or volunteer.

Small Jurisdiction Priority Funding: By [statute](#), funds are first allocated to qualifying units of local government with fewer than 100,000 residents. Any remaining funds are then awarded to other qualifying applicants.



BJA
Bureau of Justice Assistance
U.S. Department of Justice

U.S. Department of Justice • Office of Justice Programs • Bureau of Justice Assistance

April 2023
<https://bja.ojp.gov>

FACT SHEET

Match Requirement: The federal portion of the costs for body armor vests purchased under the BVP Program may not exceed 50 percent.

Application Period: The annual BVP application period typically begins in April and closes six weeks from the opening date. The [BVP website](#) includes [user guides and checklists](#) for each step of the BVP application process.

How to Apply: Applications are accepted in OJP's BVP system, located at <https://vests.bja.ojp.gov/bvp/login/externalAccess.jsp>. An OJP [Digital Identity and Access Management Directory \(DIAMD\) account](#) is required to access the BVP system. See the DIAMD [OJP User Activation Job Aid](#) for more information.

Payment Process: When a BVP recipient is notified of an award amount, the funds are not disbursed until the recipient logs into the BVP site and provides the receipt information for the body armor vests. Once the payment request is made, BJA reviews the request for accuracy and completes payments on a monthly schedule. See [Submitting Payment Requests in BVP](#) for detailed information. An active registration in the System for Award Management at www.sam.gov is required to receive funds.

Body Armor Vest Requirements: Body armor vests purchased with BVP funds must have been tested through the National Institute of Justice (NIJ) [Compliance Testing Program \(CTP\)](#) and found to comply with the most current NIJ body armor standards; appear on the [NIJ Compliant Products List](#) as of the date the body armor was ordered; be uniquely fitted; and made in the United States. In

addition, applicants must have a written mandatory wear policy for uniformed patrol officers in place at the time of application. See the [Mandatory Wear Requirement FAQs](#) for detailed information on the mandatory wear requirement.

Contact Information

The BVP Helpdesk can be contacted at 1-877-758-3787 or vests@usdoj.gov.

Media and Congressional inquiries should be directed to the OJP Office of Communications at 202-307-0703 or ojp.ocom@usdoj.gov.

ABOUT BJA

BJA helps America's state, local, and tribal jurisdictions reduce and prevent crime, lower recidivism, and promote a fair and safe criminal justice system. BJA provides a wide range of resources—including grants, funding, and training and technical assistance—to law enforcement, courts and corrections agencies, treatment providers, reentry practitioners, justice information sharing professionals, and community-based partners to address chronic and emerging criminal justice challenges nationwide. To learn more about BJA, visit bja.ojp.gov or follow us on Facebook (www.facebook.com/DOJBJA) and Twitter (@DOJBJA). BJA is a component of the Department of Justice's Office of Justice Programs.

NCJ 306413

Democrats have shut down the government. Department of Justice websites are not currently regularly updated. Please refer to the [Department of Justice's contingency plan](#) for more information.



U.S. DEPARTMENT OF JUSTICE OFFICE OF JUSTICE PROGRAMS

[Home](#) / [Patrick Leahy Bulletproof Vest Partnership](#)

Patrick Leahy Bulletproof Vest Partnership

Overview



The Patrick Leahy Bulletproof Vest Partnership (BVP) reimburses states, units of local government, and federally recognized Indian tribes, for up to 50 percent of the cost of body armor vests purchased for law enforcement officers.

Since 1999, over 13,000 jurisdictions have participated in the BVP Program, with a total of \$573 million in federal funds for the purchase of over 1.5 million body armor vests.

Funding

NEW: The Fiscal Year [2025 BVP Application Period](#) is now open through Friday, December 19, 2025, 6:00 pm ET.

Fiscal Year 2024 BVP awards can be found at [FY 2024 BVP awards](#).

Fact Sheet

The [BVP Program Fact Sheet](#) provides background information and other details about the BVP Program.

Frequently Asked Questions

The [BVP FAQs](#) contain pertinent information on the BVP Program. [Mandatory Wear FAQs](#) are also available.

Links

- [BVP System](#)
- [NIJ Standard-0101.06: Ballistic Resistance of Body Armor](#)
- [NIJ Standard 0115.00: Stab Resistance of Personal Body Armor](#)
- [NIJ Compliance Testing Program](#)
- [NIJ Compliant Products List](#)
- [Ballistic Resistant Body Armor and the NIJ Mark](#)
- [NIJ Selection and Application Guide to Ballistic-Resistant Body Armor](#)
- [NIJ Selection and Application Guide 0101.06 to Ballistic-Resistant Body Armor](#)

Advisories, Notices, and Alerts

Active NIJ Advisory and Safety Notices

Previous NIJ Body Armor Alerts

Contacts

The BVP Helpdesk can be contacted at 1-877-758-3787 or vests@usdoj.gov.

Date Modified: June 11, 2024

Date Created: January 16, 2020



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

ITEM 7.E

Consent To Sub-Lease Between Signature Flight Support, LLC and Fly Smart, LLC

Request

Approval of a Consent to Sub-Lease Between Signature Flight Support, LLC and Fly Smart, LLC (Contract No. 20240466).

Explanation

Fly Smart, LLC is a pilot training business located at the Kissimmee Gateway Airport, operating since 2011. They have grown the business and currently employ 11 people, operate 7 aircraft with approximately 70 students. Fly Smart has operated offices and ground school classes off airport property while utilizing aircraft tie-downs at Signature Flight Support. Signature Flight Support has made available office space for Fly Smart to locate onto the airport, a goal they have long hoped to achieve.

Recommendation

Approval of a Consent to Sub-Lease Between Signature Flight Support, LLC and Fly Smart, LLC.

REQUESTED CITY COMMISSION ACTION:

Department: Airport

Presenter:

Attachment(s):

1. (S) Consent to Sublease Signature Fly Smart

AGREEMENT FOR CONSENT TO SUBLEASE

THIS AGREEMENT, dated as of this _____ day of _____, _____, by and between the **City of Kissimmee**, a municipal company, hereinafter called "City", Signature Flight Support LLC hereinafter referred to as "Lessee," and Fly Smart LLC hereinafter referred to as "Sublessee".

WITNESSETH:

WHEREAS, Lessee and Sublessee have entered into a sublease agreement, subject to City's approval, under which Sublessee would occupy certain space currently under lease from City to Lessee; and

WHEREAS, pursuant to applicable provisions of that certain Lease Agreement dated September 19, 2000, between the City and Lessee, hereinafter referred to as "Primary Lease", City is willing to grant approval of the proposed sublease, provided that Sublessees' use and occupancy of such space shall be subject to all of the terms, conditions, and limitations of Lessee's Agreement with City and to the terms and conditions hereinafter stated;

NOW, THEREFORE, in consideration of the premises and other good and valuable considerations, the receipt of which each of the parties hereto hereby acknowledges, City hereby grants its approval Lessee to enter into that certain sublease agreement by and between it and Sublessee, a copy of which is attached hereto as Exhibit "A", hereinafter referred to as "sublease", conditioned upon the acceptance by Lessee and Sublessee (as evidenced by their execution hereof) of the following terms and conditions:

1. That Lessee does hereby agree that, notwithstanding this approval of the Sublease, Lessee shall remain fully liable to City for all of its obligations under the Primary Lease (an any and all addenda and amendments thereto) with respect to the space being subleased to Sublessee under the Sublease, such space being hereinafter referred to as the "Subleased Space".
2. That Sublessee shall be bound by and that its use and occupancy shall be subject to all applicable terms and conditions of the Primary Lease, as the same may be amended from time to time, and that the terms, conditions and limitations contained in said Primary Lease shall supersede any and all provisions of the Sublease between Lessee and Sublessee which are now or may hereafter be in conflict therewith. Sublessee acknowledges that it has received a copy of the Primary Lease, and that it has reviewed the same prior to its execution hereof.

3. That Sublessee's use and occupancy of the Subleased Space shall at all times be subject also to all of the terms, conditions and limitations of Lessee's Agreement with City. The Sublessee shall comply with all the laws, rules, regulations, of any Federal, State, County, and local jurisdiction.
4. That any violation by Sublessee of the terms and provisions of this Agreement, of the Primary Lease between City and Lessee or of Sublessee's Agreement with Lessee shall constitute a default by Sublessee under this Agreement in which event City may terminate forthwith both this Agreement and the Sublease approved hereunder, with or without the consent of Lessee, by giving written notice thereof to the Sublessee and Lessee. A default of the Primary Lease by the Lessee shall likewise constitute a default of the Sublease Agreement. Except as otherwise expressly provided herein, Sublessee hereby waives any notice of default from Lessee or City as a prerequisite to surrender of possession of the subleased Space, including, without limitation, the three-day notice provided for under Section 83.20 Florida Statutes. Upon a default the sublessee shall become a tenant of sufferance.
5. That Lessee and Sublessee agree that, notwithstanding any provisions to the contrary contained in the sublease, the term of the Sublease shall automatically terminate upon the earlier of (i) the expiration of prior termination or the Primary Lease (including any extensions thereof), or (ii) the termination of this Agreement. Sublessee shall have no right to pledge or assign its interest in or to further sublet any portion of the subleased premises without prior written consent from the City.
6. Waiver of Jury Trial: Attorney's Fees. It is mutually agreed by and between Transferee and Transferor that each of the parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Agreement. Venue of all actions shall be Osceola County, Florida. In any such action the prevailing party shall be entitled to an award of attorney's fees, including those incurred in appellate proceedings.

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

CITY OF KISSIMMEE

Mayor-Commissioner

ATTEST:

City Clerk

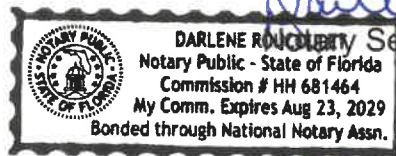
Eddie Cabrera
LESSEE Signature

EDDIE CABRERA
Printed Name

Area General Mgr
Title

Corporate Seal

Darlene Roucoulet
Notary Seal (unincorporated only)



Approved as to Form and Legality
This ____ day of _____, 20____

By: _____
City Attorney

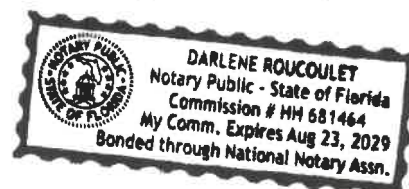
Felipe Aguirre
SUBLESSEE Signature

Felipe Aguirre Sierra Verde
Printed Name

Owner
Title

Corporate Seal

Darlene Roucoulet
Notary Seal (unincorporated only)



SECOND ADDENDUM TO LEASE AGREEMENT

This Agreement made and entered into this 6th day of June, 2017 by and between the City of Kissimmee, a municipal corporation located within Osceola County, Florida, hereinafter referred to as the "Lessor" or "City" and Signature Flight Support Corporation as successor in interest to Marathon Flight Services, Inc., hereinafter referred to as "Lessee," a corporation organized and existing under the laws of the State of Florida.

WITNESSETH:

WHEREAS, the City of Kissimmee and Lessee have heretofore executed an indenture of lease dated September 26, 2000, hereinafter referred to as "Original Lease" pursuant to which the City leased unto Lessee certain real property located on the Kissimmee Gateway Airport, such real property shall hereinafter be referred to as the "Leased Premises", and

WHEREAS, the parties executed an addendum to the Original Lease on the 15th day of August, 2006, and

WHEREAS, BBA US Holdings Inc. acquired the stock of Marathon Flight Services, Inc. on Friday July 27, 2007, and

WHEREAS, Marathon Flight Services, Inc. was merged with and into Signature Flight Support Corporation, a subsidiary of BBA US Holdings, Inc., and

WHEREAS, the parties wish to extend this Lease Agreement for an additional term of ten years, provided certain improvements are completed to the leasehold property; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter contained, the parties hereto do hereby agree as follows:

1. Amendment of Terms:

- A. Article IV TERM: Lessee's renewal option under Article IV Term is hereby amended and replaced as follows:

Provided Lessee is not in default of the Lease Agreement, Lessee is hereby granted an exclusive first option to renew this Agreement upon the existing terms and conditions except for rent for one (1) additional term of ten (10) years commencing on the 15th day of August, 2036 and expiring on the 15th day of August 2046 ("First Renewal Option"), and subsequently, an exclusive first option to renew this Agreement upon the existing terms and conditions except for rent for one (1) additional term of ten (10) years commencing on the 16th day of August 2046 and expiring on the 14th day of August, 2056 ("Second Renewal Option"). The option to renew shall be exercised by written notice to the City not less than one hundred twenty (120) days prior to expiration of the existing term.

- B. IMPROVEMENTS TO BE COMPLETED: Slurry seal approximately 311,000 SF of paved asphalt aircraft parking apron; spot repair and seal approximately 7,600 SF of concrete aircraft parking apron; mill and overlay approximately 94,600 SF of paved aircraft parking apron and approximately 22,400 SF of truck parking area at an estimated total cost of \$710,000.00.

SCANNED

C. Lessee shall complete the improvements set forth in Section B no later than December 31, 2017. Time for completion shall be reasonably extended by any delays occasioned by events beyond Lessee's reasonable control, including but not limited to war, riot, acts of God, inclement weather, or the acts or omissions of the City or its employees or agents. If the Lessee has not timely completed the improvements as required herein, the Second Renewal Option shall be void.

D. ADDITIONAL TERMS: The parties do not contemplate additional terms under this Addendum.

2. The effective date of this Addendum shall be June 6th, 2017.

3. Except as hereby amended, the Original Lease and all terms contained therein shall remain in full effect and binding on the Lessor and the Lessee except those which are considered obsolete.

CITY OF KISSIMMEE, FLORIDA

Mayor-Commissioner

ATTEST


City Clerk

APPROVED AS TO FORM:


LEGAL DEPT.

LESSEE


By: Lawrence Jorash
Senior Vice President, Ops Planning
Signature Flight Support Corporation

ATTEST:


Corporate Secretary
Jeffrey T. Bankowitz

Corporate Seal

State of: FLORIDA
County of: ORANGE

The foregoing instrument was acknowledged before me on this 13th day of June, 2017, by Lawrence Jorash. He/She is personally known to me, or has produced his/her driver's license, or his/her as identification, and did/did not take an oath.

Notary Seal:




Notary Public, State of Florida

Approved as to form and legality
This 20 day of June, 2017.


City Attorney

ORIGINAL

KISSIMMEE MUNICIPAL AIRPORT

FBO LEASE AGREEMENT

**MARATHON FLIGHT SERVICES
DATED 9/19/00**

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

THIS AGREEMENT is made this 26th day of September, 2000 by and between the **CITY OF KISSIMMEE**, State of Florida, a municipal corporation existing by and under the authority of the laws of the State of Florida, hereinafter referred to as the "City" and **Marathon Flight Services, Inc.**, hereinafter referred to as "Lessee" a corporation organized and existing under the laws of the State of Florida.

WITNESSETH:

WHEREAS, the City of Kissimmee and Lessee have heretofore executed a Lease Agreement dated August 16, 1977 (the same having thereafter been amended from time to time), hereinafter referred to as "Original Lease", pursuant to which the City leased unto Lessee certain real property located at Kissimmee Municipal Airport, hereinafter referred to as "Airport"; and

WHEREAS, it is the desire of the parties to memorialize in one Agreement all of the Lessees' airport operations located in the northern quadrant.

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

**ARTICLE I
LEASED PREMISES**

The "City" hereby leases to the Lessee and the Lessee leases from the "City" the Premises described in Exhibit "A" which is attached hereto and made a part hereof by reference. In the event of any discrepancy between a legal description and a graphic depiction of the Premises, the legal description shall control.

"City" reserves the right to reduce or otherwise adjust the area included in the Premises for construction of Airport development projects. If the rent is based on the area of the Premises, then the rent shall be reduced in proportion to the reduction of the total area.

Lessee acknowledges that it is accepting the Leased Premises and the improvements located thereon "As is" and that the City has made no representations or warranties respecting the suitability thereof for Lessee's purposes and that, except as specifically provided herein, the City has no obligation whatsoever to repair, maintain, renovate or otherwise incur any cost or expense with respect to the Leased Premises, any leasehold improvements, or fixtures, furnishings or equipment installed in or used on the Leased Premises.

ARTICLE II
CONSTRUCTION OF IMPROVEMENTS BY LESSEE

Lessee shall, at its own cost and expense, construct on the Leased Premises such hangar and administrative facilities as are necessary, to meet the Minimum Aeronautical Service Standards, as provided in City Code, for Kissimmee Municipal Airport as the same are now in effect and as the same may hereinafter be amended or revised from time to time (hereinafter referred to as the "MINIMUM Standards"). All such facilities and improvements, regardless of ownership shall be hereinafter referred to as the "facility". Any improvements to be placed on the Leased Premises by Lessee shall be placed or constructed only in accordance with plans and specifications which have been submitted to and approved by city prior to commencement of placement or construction. Except as provided below, once construction of any improvement has been commenced on the Leased Premises, such construction shall, except for reasons beyond the control of Lessee, be completed within one hundred eighty (180) days of the date of commencement. No leasehold improvements may be constructed or thereafter altered until the plans and specifications therefore have been approved in writing by City, and then the same shall be constructed or altered in strict accordance therewith. Lessee shall obtain all necessary licenses and permits to accomplish such work, and any contract or Agreement for labor, services, materials or supplies to be furnished in connection with the construction or alteration of any improvement on the Leased Premises shall provide that no lien, claim or other encumbrance shall thereby be created, or arise, or be filed by anyone thereunder upon or against the Leased Premises or the Facility. Lessee hereby warrants to City that all such improvements shall be free and clear of liens, claims and encumbrances and agrees to indemnify and save the City harmless from and against any and all losses, damages and costs, including reasonable attorneys' fees, with respect thereto. No work hereunder shall be commenced by Lessee until it has, at its sole cost and expense, provided to the City a true and correct copies of a contractor's surety performance and a payment bond with Lessee named as obligee, in a form and from a company acceptable to the City, in an amount equal to the estimated cost of the improvements to be accomplished, which bond guarantees the completion of the work by Lessee's contractors in accordance to the plans and specifications theretofore provided to the City and guarantee the payment by such contractors of all subcontractors' charges and charges of all other persons and firms supplying services, labor, materials or supplies in connection with the work. Within sixty (60) days after completion of construction or material modification of any improvements on the Leased Premises, Lessee shall provide to the City without charge one (1) complete set of "As built" drawings of such improvements. Title to the improvements constructed on the Leased Premises by Lessee during the term hereof shall remain in Lessee throughout the term but title to the Facility and all other improvements upon the Leased Premises shall vest in the City upon the expiration of the said term, or upon the sooner termination of this Lease in accordance with the terms hereof. Lessee may install on the Leased Premises, in accordance with City Code as may be amended from time to time, and maintain, operate, repair and replace any and all signs, trade fixtures and other personal property useful from time to time in connection with its

operations hereunder provided that prior written approval of the City is obtained in each instance. All such signs, trade fixtures and other personal property which may be removed without material injury to the Leased Premises or to the Facility or other improvements shall be and remain the property of Lessee and may be removed by Lessee prior to or within thirty (30) days after termination of this Agreement; provided however that Lessee may not remove the same while in default hereunder, and that Lessee shall, at its own cost and expense, promptly repair any damage to the Leased Premises or to the Facility or other improvements caused by such removal.

The minimum construction costs of the hangar and administrative building shall be no less than \$500,000.00. Lessee shall provide proof to the City in writing from a cost consultant approved by City.

The lease shall strictly comply with the schedule of events, to wit:

- A) January 15, 2001 All plans completed and submitted to City Building Department.
- B) March 1, 2001 Final approval from a lender for the \$500,000.00 improvement, letter to City confirming such.
- C) March 15, 2001 Lessee choose contractor, building permits obtained.
- D) May 1, 2001 Construction on Improvement begins.
- E) March 31, 2002 Certificate of Occupancy issued by City for Improvements.

ARTICLE III **USE**

The Leased Premises and the Facility shall be used by Lessee for the purpose of conducting Categories "A" and "C" fixed base operator activities in strict accordance with the City's Minimum Aeronautical Service Standards for Aeronautical Tenants at Kissimmee Airport as they do now and may hereinafter exist, for the renting or leasing of automobiles in connection therewith, and for such other uses incidental thereto as the City may from time to time approve in writing but for no other purpose.

ARTICLE IV **TERM**

The term of this Agreement shall be for a period of thirty (30) years; provided, however, that if Lessee has not, during the first eighteen months (18) months of the term of this

Lease, completed or caused to be completed construction of new improvements on the Leased Premises at a cost of at least Five Hundred Thousand Dollars (\$500,000.00) in accordance with the schedule provided herein, then the term of this Lease shall expire on May 1, 2002.

Provided Lessee is not in default of the Lease Agreement, Lessee is hereby granted an exclusive first option to renew this Agreement upon all the existing terms and conditions except for rent for one (1) additional term of ten (10) years. This option shall be exercised by written notice to the City not less than one hundred twenty (120) days prior to expiration of the existing term.

In the event Lessee shall continue to occupy the Leased Premises beyond the term of this Agreement after "City" gives written notice to vacate, such holding over shall not constitute a renewal of this Agreement. but shall be a month-to-month tenancy only. The amount of rent to be paid during this hold over period shall equal one and a half (1-1/2) times the normal monthly rent chargeable at the termination of the Lease.

ARTICLE V

RENT

The annual rent payable by Lessee to the City for its use of the Leased Premises during the term of this Lease Agreement shall be as follows:

Parcel N1	\$.05 per square foot beginning October 1, 2000
Parcel N2	\$.15 per square foot beginning April 1, 2002

TIME AND PLACE OF PAYMENT - All payments are to be made at the office of the Finance Director, City of Kissimmee, 101 N. Church Street, or such other place as the City may direct Lessee in writing.

DELINQUENT RENT - A late fee of 5% of the amount due will be charged on the 16th of the month. A separate late fee shall be charged for every month that Lessee's monthly payment is past due. The City shall charge no interest upon that portion of any debt that, in good faith, is in dispute. Receipt of the late fee is not a waiver of the default, but is additional costs incurred by the City for the Lessee's failure to perform.

RENT ADJUSTMENTS - City and Lessee recognize and agree that the purchasing power of the United States dollar is evidenced by the **Consumer Price Index - Urban Wage Earners and Clerical Workers** ("price index") as published by the United States Department of Labor's Bureau of Labor Statistics. **Beginning three years from the execution date** and every third year thereafter ("Adjustment Year"), the parties hereto will compare the price index for said year with the price index for 2000 and the Annual Rent

Lease, completed or caused to be completed construction of new improvements on the Leased Premises at a cost of at least Five Hundred Thousand Dollars (\$500,000.00) in accordance with the schedule provided herein, then the term of this Lease shall expire on May 1, 2002.

Provided Lessee is not in default of the Lease Agreement, Lessee is hereby granted an exclusive first option to renew this Agreement upon all the existing terms and conditions except for rent for one (1) additional term of ten (10) years. This option shall be exercised by written notice to the City not less than one hundred twenty (120) days prior to expiration of the existing term.

In the event Lessee shall continue to occupy the Leased Premises beyond the term of this Agreement after "City" gives written notice to vacate, such holding over shall not constitute a renewal of this Agreement. but shall be a month-to-month tenancy only. The amount of rent to be paid during this hold over period shall equal one and a half (1-1/2) times the normal monthly rent chargeable at the termination of the Lease.

ARTICLE V

RENT

The annual rent payable by Lessee to the City for its use of the Leased Premises during the term of this Lease Agreement shall be as follows:

Parcel N1	\$.05 per square foot beginning October 1, 2000
Parcel N2	\$.15 per square foot beginning April 1, 2002

TIME AND PLACE OF PAYMENT - All payments are to be made at the office of the Finance Director, City of Kissimmee, 101 N. Church Street, or such other place as the City may direct Lessee in writing.

DELINQUENT RENT - A late fee of 5% of the amount due will be charged on the 16th of the month. A separate late fee shall be charged for every month that Lessee's monthly payment is past due. The City shall charge no interest upon that portion of any debt that, in good faith, is in dispute. Receipt of the late fee is not a waiver of the default, but is additional costs incurred by the City for the Lessee's failure to perform.

RENT ADJUSTMENTS - City and Lessee recognize and agree that the purchasing power of the United States dollar is evidenced by the **Consumer Price Index - Urban Wage Earners and Clerical Workers** ("price index") as published by the United States Department of Labor's Bureau of Labor Statistics. **Beginning three years from the execution date** and every third year thereafter ("Adjustment Year"), the parties hereto will compare the price index for said year with the price index for 2000 and the Annual Rent

payments shall be increased (or decreased) in the same proportion as said price index has increased (or decreased) when compared with the price index for, 2000. In no event, however, shall the Annual Rent increase be more than ten percent (10%) on any Adjustment Year.

ARTICLE VI

OTHER FEES AND CHARGES

FUEL DUMPAGE FEES - In addition to the rent and other charges payable hereunder, Lessee shall, on or before the twentieth (20th) day of each calendar month during the term hereof; pay to the City, without further demand, a fuel dumpage fee for each gallon of aviation fuel delivered to the Leased Premises during the preceding calendar month. The fee established by the City is currently \$.05 per gallon.

AUTOMOBILE RENTAL FEES - In consideration for the right to operate an automobile rental concession from the Leased Premises in connection with its fixed base operation, Lessee further agrees to pay to the City, on or before the fifteenth (15th) day of each calendar month during the term hereof, without further demand, an amount equal to five percent (5%) of all gross revenues derived by any person or entity from the renting or leasing of automobiles or other ground transportation vehicles from the Leased Premises, including, but not limited to, all charges for vehicular and medical insurance coverage, but excluding any state or federal sales or use taxes; provided, however, the amount of such payment shall be reduced by the amount of sums paid to the Lessor directly by any such person or entity other than Lessee on account of such renting or leasing. Each such payment hereunder shall be accompanied by a statement, signed by an officer of Lessee, which sets forth the total amount of revenues so derived in such form and with such particularity as the Lessor may reasonably request.

ARTICLE VII

OBLIGATIONS OF LESSEE

TAXES AND ASSESSMENTS - Lessee shall, at its own expense and at all times during the term of this Lease, pay all lawful taxes and assessments levied against the Leased Premises and/or facility as well as all taxes and assessments levied against the personal property used by Lessee in its operation on the Leased Premises. None of the terms, covenants or conditions of the Agreement shall be construed as a release or waiver on the part of the City of the right to assess, levy or collect any license, personal, intangible, occupation or other tax which shall be lawfully imposed on the business or property of Lessee.

MAINTENANCE AND REPAIR - Lessee shall be solely responsible, at its own cost and expense, for performing all maintenance, repair and replacement of the Facility and all other improvements located on the Leased Premises (including all paved areas, whether now existing or hereinafter constructed) required to keep the same in attractive, safe and sanitary condition, and all such maintenance, repair and replacement shall be of quality at least equal to the original in then existing current standards materials and workmanship. All exterior paint colors shall be subject to the prior written approval of the City.

UTILITIES - Lessee shall be solely responsible for and pay all charges for utilities to the Leased Premises and the Facility, including but not limited to all charges pertaining to the providing of sewer, water, gas, electricity and telephone service.

TRASH AND GARBAGE REMOVAL Lessee shall maintain the Leased Premises including all improvements at all times in a safe, neat and slightly condition and shall not permit the accumulation of any trash, ashes, or debris on the Leased Premises, and shall remove such debris to a disposal site off of the Airport property. Lessee shall provide a complete and proper arrangement for the adequate sanitary handling and disposal, away from the Airport, of all trash, garbage and other refuse caused as a result of its operation. Lessee shall provide and use suitable-covered metal receptacles located in an area designated by City for all such garbage, trash and other refuse. Piling of boxes, cartons, barrels, or other similar items in an unsightly or unsafe manner on or about the Leased Premises shall not be permitted.

ACCESS - Lessee and its employees and invitees shall, subject to the reasonable rules and regulations of the city, have the right to access, ingress and egress to and from the Leased Premises.

MINIMUM STANDARDS/RULES AND REGULATIONS - Lessee covenants and agrees to observe and comply with all Minimum Standards for the Airport as the same may now exist and as they hereinafter be amended or revised, and with all reasonable rules and regulations of the City which now exist or may hereinafter promulgated from time to time governing safe conduct on and operations at the Airport and the safe use of its facilities.

NONDISCRIMINATION The Lessee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration thereof, does hereby covenant and agree that (1) no person on the grounds of race, creed, color, national origin, sex, age, or handicap shall be excluded from participation in, denied the benefits of or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over or under such land and the furnishing of services therein, no person on the grounds of race, creed, color, national origin, sex, age, or handicap shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination; (3) that the Lessee shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-

Discrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 and as said Regulations may be amended.

The Lessee agrees to furnish service on a fair, equal, and nondiscriminatory basis to all users thereof and to charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided that the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

HANDLING AND STORAGE OF PETROLEUM PRODUCTS AND OTHER MATERIAL BY LESSEE Lessee shall handle, use, store and dispose of fuel petroleum products, and all other materials (including but not limited to hazardous materials) owned or used by it on the Airport in accordance with all applicable federal, state, local and "City" statutes, regulations, rules and ordinances. No waste or disposable materials shall be released on the ground or in the storm sewer. Should such materials be spilled or escape from storage or in any way contaminate the Airport or property adjacent to the Airport through activities of the Lessee, the Lessee shall be responsible for the clean up, containment and otherwise abatement of such contamination at Lessee's sole cost and expense. Further, Lessee shall notify the "City" and appropriate governmental agency of such occurrence immediately. Should the Lessee fail to do so the Lessee shall be in default and the "City" may take any reasonable and appropriate action in the Lessee's stead without waiving any claims against the Lessee. The cost of such remedial action by the "City" shall be paid by the Lessee upon demand.

Lessee agrees to, at its sole costs and expense, the 31st day of December, 2009, to either remove the existing fuel farm, (i.e., tanks, pipes, accessories) or if Lessee obtains approval from proper authorities to abandon it in place.

INDEMNITY AND INSURANCE BY LESSEE Lessee further covenants and agrees that Lessee shall indemnify and save forever harmless the City from any and all claims for damages of any kind or nature which may hereafter be made against City on account of any personal injuries (including wrongful death) or property damage resulting from the use of the Leased premises, except where proximately caused by the City's negligence and for his purpose Lessee shall procure and maintain in effect for the term of this Agreement, with insurance carriers acceptable to City, Workers Compensation Insurance as required by the statutes of the State of Florida, or adequate Employee's Liability Insurance; Public Liability; Property Damage covering all of Lessee's activities, Building and Property Casualty Coverage, and the Leased Premises at the Airport. The policy limits will be as set forth in the Minimum Aeronautical Service Standards for Aeronautical Tenants at Kissimmee Municipal Airport. The Lessee shall maintain such insurance with insurance underwriters authorized to do business in the State of Florida satisfactory to the City. Coverage is to be written on the broadest liability form including but not limited to products liability, hangar keepers liability, blanket contractual, independent contractors and aviation

non-ownership. All policies shall include the City as an additional insured as its interests appear. Lessee shall furnish City with a Certificate of Insurance from the Lessee's carrier indicating that there is such insurance coverage as hereinbefore provided, and if requested by the City, shall submit to the City, a true copy of the above insurance coverage. Said Certificate of Insurance shall provide that the policy of policies cannot be canceled or materially modified except upon sixty (60) days advance written notice by registered or certified mail to the City. The dollar amount of liability insurance coverage shall be reviewed on a periodic basis and modified, if necessary, based upon escalating costs and limits for the uses as provided in this Agreement as compared to similar airports or upon Ordinance adoption.

COMPLIANCE WITH LAW, RULES AND REGULATIONS Lessee shall, at its sole expense, observe and comply with the statutes, rules and regulations of all governmental authorities applicable to the conduct of Lessee's business and in addition, those rules, ordinances, and regulations of the City not inconsistent with the provisions of this Agreement. Any penalties and costs levied as a result of the Lessee's breach of any of the above shall be borne by the Lessee.

ARTICLE VIII **OBLIGATIONS OF CITY**

A. OPERATION AS A PUBLIC AIRPORT City covenants and agrees that at all times it will operate and maintain the Airport as a public airport consistent with and pursuant to the Sponsor's Assurances given by City to the U.S. Government under the Federal Airport Act.

B. ENTRY AND INSPECTION City shall have the right to enter upon and inspect the Leased Premises at any reasonable time during the term hereof for any purpose necessary, incidental to or connected with the performance of its obligations hereunder or in the exercise of its governmental functions and, upon reasonable notice to Lessee. The City shall not, during the course of any such inspection, unreasonably interfere with the Lessee's use and enjoyment of the Leased Premises.

C. MAINTENANCE BY CITY City will maintain and keep the Leased Premises in good repair except for the maintenance obligations of Lessee as set forth in this Agreement. In no event, however, shall City be required to maintain or repair damage caused by the negligent or willful act of Lessee, its agents, servants, invitees or customers. However, if due to any negligent or willful act by the Lessee, its agents, servants, invitees or customers, there is a need for maintenance or repair of damage, then Lessee shall do such maintenance or repair in a prompt, reasonable manner.

ARTICLE IX
DAMAGE OR DESTRUCTION OF PREMISES

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

ARTICLE X
TERMINATION OF AGREEMENT, ASSIGNMENT AND TRANSFERS

A. **TERMINATION** This Agreement shall terminate without action by either party at the end of the initial term or any renewal term.

B. **TERMINATION BY LESSEE** Lessee may terminate this Agreement after the happening of one or more of the following events:

The default by City in the performance of any covenant or Agreement herein required to be performed by City and the failure of City to remedy such default for a period of sixty (60) days after receipt from Lessee or written notice to remedy the same.

C. **EXERCISING LESSEE'S RIGHTS OF TERMINATION** Lessee may exercise such right of termination by written notice to City at any time after the occurrence of any such events and the Agreement shall terminate as of the date notice is received by the City.

D. **TERMINATION BY CITY** City may terminate this Agreement in the event Lessee shall:

1. Be in arrears in the payment of the whole or any part of the rent or other payments required for a period of thirty (30) days after the time such payments become due.
2. Make a general assignment for the benefit of creditors.
3. Filing a voluntary or involuntary petition in bankruptcy.
4. Abandon the Leased Premises.
5. Default in the performance of any of the covenants, Agreements and conditions required herein (except rental payments) to be kept and performed by Lessee, and such default continues for a period of thirty (30) days after receipt of written notice from City of said default;
6. Appointment of receiver for Lessee;
7. Violation of City rules and regulations not inconsistent with the provisions of this lease and such default continues for a period of thirty (30) days after receipt of written notice from City of said default.

E. WAIVER OF STATUTORY NOTICE TO QUIT In the event City exercises its option to terminate this Agreement upon the happening of any of the events set forth in Section C of this Article (Termination by City), a notice of termination shall be sufficient to terminate this Agreement. Upon such termination, Lessee agrees that it will forthwith surrender up possession of the Leased Premises to City. In this connection, Lessee expressly waives the receipt of any notice to quit or notice of termination which would otherwise be given by City.

F. SUBLETTING AND ASSIGNMENT Except for the maintenance and storage of aircraft, Lessee may not rent or sublease the Leased Premises without the prior written consent of the City.

Lessee may, with the prior written consent of City, assign this Agreement; in such event, Lessee shall remain liable to City for the remainder of the term of the Agreement to pay to City any portion of the rental and other fees and costs not paid by the assignee when due. The assignee shall not assign the Agreement except with the prior written consent of the City, and any assignment by the Lessee shall contain a provision to this effect. Further, any assignee of the lease shall be bound by the terms and conditions of this Agreement.

ARTICLE XI

RIGHTS UPON TERMINATION

A. LEASED PREMISES It is the intent of this Agreement that the Leased Premises shall be and remain the property of City during the entire term of this Lease and thereafter.

B. REMOVAL OF PERSONAL PROPERTY At the termination of the Lease for any reason, after payment of all rents and charges, Lessee may upon consent of the City shall have the right, within thirty (30) days thereafter to remove any of its fixtures, furniture, machinery, equipment and signs installed on the Leased Premises by Lessee, except as provided otherwise herein but shall repair at its own expense all damage caused by such removal. On termination of this Agreement, from whatever cause, the City shall have the right, upon thirty (30) days notice, to require the Lessee at the Lessee's own expense to remove any of its fixtures, structures, additions and improvements, as well as all furniture, machinery, equipment and signs installed on the Leased Premises and the Lessee shall repair at the Lessee's own expense all damage to the Leased Premises caused by such removal. Any such personal property not removed by Lessee within such time shall become be deemed abandoned and become the property of the City.

C. LANDLORD LIEN If the Lessee has not fully paid all the rents and charges pursuant to this Agreement, then the City shall be entitled to a landlord lien for the purpose of securing the payment of all rents and charges. City shall have the right to liquidation of such personal property to satisfy any obligations of the Lessee and the costs incurred to perfect this landlord lien. Any excess funds from this liquidation shall be turned over to the Lessee.

ARTICLE XII

GENERAL PROVISIONS

A. CITY'S RESERVED RIGHTS

1. City at its sole discretion reserves the right to further develop or improve the aircraft operating area of the Airport as it sees fit and to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent Lessee from erecting or permitting to be erected, any building or other structure on the Airport which, in the opinion of City would limit the usefulness of the Airport or constitute a hazard to aircraft.

2. This Agreement shall be subordinate to the provisions of any existing or future Agreement between City and the United States, relative to the operation or maintenance of the Airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to City for federal funds for the development of the Airport.

B. NON-INTERFERENCE WITH OPERATION OF AIRPORT Lessee by accepting this Agreement expressly agrees for itself, its successors and assigns that it will not make

use of the Leased Premises in any manner which might interfere with the landing and taking off of aircraft at the Airport or otherwise constitute a hazard. In the event this covenant is breached, the City reserves the right to enter upon the Leased Premises and cause the abatement of such interference at the expense of Lessee.

City shall maintain and keep in repair the landing area of the Airport, and shall have the right to direct and control all activities of the Lessee in this regard.

C. NONEXCLUSIVE RIGHT Nothing contained in this Agreement shall be construed to grant or authorize the granting of an exclusive right to provide aeronautical services to the public as prohibited by section 308 (a) of the Federal Aviation Act of 1958, as amended, and the City reserves the right to grant to others the privilege and right of conducting any or all activities of an aeronautical nature.

D. WAIVER OF JURY TRIAL; ATTORNEY'S FEES It is mutually agreed by and between Lessee and City that each of the parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Agreement. In any such action the prevailing party shall be entitled to an award of attorney's fees, including those incurred in appellate proceedings.

E. TAXES, LICENSES AND PERMITS Lessee shall pay all personal property taxes which may be assessed against equipment, merchandise, or other personal property belonging to the Lessee located on the Leased Premises, or other permitted portions of the Airport. In the event any real estate taxes are assessed against the land or improvements on the Leased Premises during the term of this Agreement, such taxes shall be paid by Lessee. Lessee shall obtain and pay for all licenses, permits, fees, or other authorization or charges as required under federal, state or local laws and regulations insofar as they are necessary to comply with the requirements of this Agreement and the privileges extended hereunder.

F. PARAGRAPH HEADINGS The paragraph headings are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

G. NOTICE Whenever any notice is required by this Agreement to be made, given or transmitted to the parties, such notice shall be served by Certified or Registered Mail with return receipt, addressed to:

Director of Aviation
Kissimmee Municipal Airport
301 N. Dyer Boulevard, Suite 101
Kissimmee, FL 324741-4613

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

THIS AGREEMENT is made this 26th day of September, 2000 by and between the **CITY OF KISSIMMEE**, State of Florida, a municipal corporation existing by and under the authority of the laws of the State of Florida, hereinafter referred to as the "City" and **Marathon Flight Services, Inc.**, hereinafter referred to as "Lessee" a corporation organized and existing under the laws of the State of Florida.

WITNESSETH:

WHEREAS, the City of Kissimmee and Lessee have heretofore executed a Lease Agreement dated August 16, 1977 (the same having thereafter been amended from time to time), hereinafter referred to as "Original Lease", pursuant to which the City leased unto Lessee certain real property located at Kissimmee Municipal Airport, hereinafter referred to as "Airport"; and

WHEREAS, it is the desire of the parties to memorialize in one Agreement all of the Lessees' airport operations located in the northern quadrant.

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

**ARTICLE I
LEASED PREMISES**

The "City" hereby leases to the Lessee and the Lessee leases from the "City" the Premises described in Exhibit "A" which is attached hereto and made a part hereof by reference. In the event of any discrepancy between a legal description and a graphic depiction of the Premises, the legal description shall control.

"City" reserves the right to reduce or otherwise adjust the area included in the Premises for construction of Airport development projects. If the rent is based on the area of the Premises, then the rent shall be reduced in proportion to the reduction of the total area.

Lessee acknowledges that it is accepting the Leased Premises and the improvements located thereon "As is" and that the City has made no representations or warranties respecting the suitability thereof for Lessee's purposes and that, except as specifically provided herein, the City has no obligation whatsoever to repair, maintain, renovate or otherwise incur any cost or expense with respect to the Leased Premises, any leasehold improvements, or fixtures, furnishings or equipment installed in or used on the Leased Premises.

ARTICLE II
CONSTRUCTION OF IMPROVEMENTS BY LESSEE

Lessee shall, at its own cost and expense, construct on the Leased Premises such hangar and administrative facilities as are necessary, to meet the Minimum Aeronautical Service Standards, as provided in City Code, for Kissimmee Municipal Airport as the same are now in effect and as the same may hereinafter be amended or revised from time to time (hereinafter referred to as the "MINIMUM Standards"). All such facilities and improvements, regardless of ownership shall be hereinafter referred to as the "facility". Any improvements to be placed on the Leased Premises by Lessee shall be placed or constructed only in accordance with plans and specifications which have been submitted to and approved by city prior to commencement of placement or construction. Except as provided below, once construction of any improvement has been commenced on the Leased Premises, such construction shall, except for reasons beyond the control of Lessee, be completed within one hundred eighty (180) days of the date of commencement. No leasehold improvements may be constructed or thereafter altered until the plans and specifications therefore have been approved in writing by City, and then the same shall be constructed or altered in strict accordance therewith. Lessee shall obtain all necessary licenses and permits to accomplish such work, and any contract or Agreement for labor, services, materials or supplies to be furnished in connection with the construction or alteration of any improvement on the Leased Premises shall provide that no lien, claim or other encumbrance shall thereby be created, or arise, or be filed by anyone thereunder upon or against the Leased Premises or the Facility. Lessee hereby warrants to City that all such improvements shall be free and clear of liens, claims and encumbrances and agrees to indemnify and save the City harmless from and against any and all losses, damages and costs, including reasonable attorneys' fees, with respect thereto. No work hereunder shall be commenced by Lessee until it has, at its sole cost and expense, provided to the City a true and correct copies of a contractor's surety performance and a payment bond with Lessee named as obligee, in a form and from a company acceptable to the City, in an amount equal to the estimated cost of the improvements to be accomplished, which bond guarantees the completion of the work by Lessee's contractors in accordance to the plans and specifications theretofore provided to the City and guarantee the payment by such contractors of all subcontractors' charges and charges of all other persons and firms supplying services, labor, materials or supplies in connection with the work. Within sixty (60) days after completion of construction or material modification of any improvements on the Leased Premises, Lessee shall provide to the City without charge one (1) complete set of "As built" drawings of such improvements. Title to the improvements constructed on the Leased Premises by Lessee during the term hereof shall remain in Lessee throughout the term but title to the Facility and all other improvements upon the Leased Premises shall vest in the City upon the expiration of the said term, or upon the sooner termination of this Lease in accordance with the terms hereof. Lessee may install on the Leased Premises, in accordance with City Code as may be amended from time to time, and maintain, operate, repair and replace any and all signs, trade fixtures and other personal property useful from time to time in connection with its

operations hereunder provided that prior written approval of the City is obtained in each instance. All such signs, trade fixtures and other personal property which may be removed without material injury to the Leased Premises or to the Facility or other improvements shall be and remain the property of Lessee and may be removed by Lessee prior to or within thirty (30) days after termination of this Agreement; provided however that Lessee may not remove the same while in default hereunder, and that Lessee shall, at its own cost and expense, promptly repair any damage to the Leased Premises or to the Facility or other improvements caused by such removal.

The minimum construction costs of the hangar and administrative building shall be no less than \$500,000.00. Lessee shall provide proof to the City in writing from a cost consultant approved by City.

The lease shall strictly comply with the schedule of events, to wit:

- A) January 15, 2001 All plans completed and submitted to City Building Department.
- B) March 1, 2001 Final approval from a lender for the \$500,000.00 improvement, letter to City confirming such.
- C) March 15, 2001 Lessee choose contractor, building permits obtained.
- D) May 1, 2001 Construction on Improvement begins.
- E) March 31, 2002 Certificate of Occupancy issued by City for Improvements.

ARTICLE III

USE

The Leased Premises and the Facility shall be used by Lessee for the purpose of conducting Categories "A" and "C" fixed base operator activities in strict accordance with the City's Minimum Aeronautical Service Standards for Aeronautical Tenants at Kissimmee Airport as they do now and may hereinafter exist, for the renting or leasing of automobiles in connection therewith, and for such other uses incidental thereto as the City may from time to time approve in writing but for no other purpose.

ARTICLE IV

TERM

The term of this Agreement shall be for a period of thirty (30) years; provided, however, that if Lessee has not, during the first eighteen months (18) months of the term of this

Lease, completed or caused to be completed construction of new improvements on the Leased Premises at a cost of at least Five Hundred Thousand Dollars (\$500,000.00) in accordance with the schedule provided herein, then the term of this Lease shall expire on May 1, 2002.

Provided Lessee is not in default of the Lease Agreement, Lessee is hereby granted an exclusive first option to renew this Agreement upon all the existing terms and conditions except for rent for one (1) additional term of ten (10) years. This option shall be exercised by written notice to the City not less than one hundred twenty (120) days prior to expiration of the existing term.

In the event Lessee shall continue to occupy the Leased Premises beyond the term of this Agreement after "City" gives written notice to vacate, such holding over shall not constitute a renewal of this Agreement. but shall be a month-to-month tenancy only. The amount of rent to be paid during this hold over period shall equal one and a half (1-1/2) times the normal monthly rent chargeable at the termination of the Lease.

ARTICLE V

RENT

The annual rent payable by Lessee to the City for its use of the Leased Premises during the term of this Lease Agreement shall be as follows:

Parcel N1	\$.05 per square foot beginning October 1, 2000
Parcel N2	\$.15 per square foot beginning April 1, 2002

TIME AND PLACE OF PAYMENT - All payments are to be made at the office of the Finance Director, City of Kissimmee, 101 N. Church Street, or such other place as the City may direct Lessee in writing.

DELINQUENT RENT - A late fee of 5% of the amount due will be charged on the 16th of the month. A separate late fee shall be charged for every month that Lessee's monthly payment is past due. The City shall charge no interest upon that portion of any debt that, in good faith, is in dispute. Receipt of the late fee is not a waiver of the default, but is additional costs incurred by the City for the Lessee's failure to perform.

RENT ADJUSTMENTS - City and Lessee recognize and agree that the purchasing power of the United States dollar is evidenced by the **Consumer Price Index - Urban Wage Earners and Clerical Workers** ("price index") as published by the United States Department of Labor's Bureau of Labor Statistics. **Beginning three years from the execution date** and every third year thereafter ("Adjustment Year"), the parties hereto will compare the price index for said year with the price index for 2000 and the Annual Rent

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ARTICLE VI

OTHER FEES AND CHARGES

FUEL DUMPAGE FEES - In addition to the rent and other charges payable hereunder, Lessee shall, on or before the twentieth (20th) day of each calendar month during the term hereof; pay to the City, without further demand, a fuel dumpage fee for each gallon of aviation fuel delivered to the Leased Premises during the preceding calendar month. The fee established by the City is currently \$.05 per gallon.

AUTOMOBILE RENTAL FEES - In consideration for the right to operate an automobile rental concession from the Leased Premises in connection with its fixed base operation, Lessee further agrees to pay to the City, on or before the fifteenth (15th) day of each calendar month during the term hereof, without further demand, an amount equal to five percent (5%) of all gross revenues derived by any person or entity from the renting or leasing of automobiles or other ground transportation vehicles from the Leased Premises, including, but not limited to, all charges for vehicular and medical insurance coverage, but excluding any state or federal sales or use taxes; provided, however, the amount of such payment shall be reduced by the amount of sums paid to the Lessor directly by any such person or entity other than Lessee on account of such renting or leasing. Each such payment hereunder shall be accompanied by a statement, signed by an officer of Lessee, which sets forth the total amount of revenues so derived in such form and with such particularity as the Lessor may reasonably request.

ARTICLE VII

OBLIGATIONS OF LESSEE

TAXES AND ASSESSMENTS - Lessee shall, at its own expense and at all times during the term of this Lease, pay all lawful taxes and assessments levied against the Leased Premises and/or facility as well as all taxes and assessments levied against the personal property used by Lessee in its operation on the Leased Premises. None of the terms, covenants or conditions of the Agreement shall be construed as a release or waiver on the part of the City of the right to assess, levy or collect any license, personal, intangible, occupation or other tax which shall be lawfully imposed on the business or property of Lessee.

MAINTENANCE AND REPAIR - Lessee shall be solely responsible, at its own cost and expense, for performing all maintenance, repair and replacement of the Facility and all other improvements located on the Leased Premises (including all paved areas, whether now existing or hereinafter constructed) required to keep the same in attractive, safe and sanitary condition, and all such maintenance, repair and replacement shall be of quality at least equal to the original in then existing current standards materials and workmanship. All exterior paint colors shall be subject to the prior written approval of the City.

UTILITIES - Lessee shall be solely responsible for and pay all charges for utilities to the Leased Premises and the Facility, including but not limited to all charges pertaining to the providing of sewer, water, gas, electricity and telephone service.

TRASH AND GARBAGE REMOVAL Lessee shall maintain the Leased Premises including all improvements at all times in a safe, neat and slightly condition and shall not permit the accumulation of any trash, ashes, or debris on the Leased Premises, and shall remove such debris to a disposal site off of the Airport property. Lessee shall provide a complete and proper arrangement for the adequate sanitary handling and disposal, away from the Airport, of all trash, garbage and other refuse caused as a result of its operation. Lessee shall provide and use suitable-covered metal receptacles located in an area designated by City for all such garbage, trash and other refuse. Piling of boxes, cartons, barrels, or other similar items in an unsightly or unsafe manner on or about the Leased Premises shall not be permitted.

ACCESS - Lessee and its employees and invitees shall, subject to the reasonable rules and regulations of the city, have the right to access, ingress and egress to and from the Leased Premises.

MINIMUM STANDARDS/RULES AND REGULATIONS - Lessee covenants and agrees to observe and comply with all Minimum Standards for the Airport as the same may now exist and as they hereinafter be amended or revised, and with all reasonable rules and regulations of the City which now exist or may hereinafter promulgated from time to time governing safe conduct on and operations at the Airport and the safe use of its facilities.

NONDISCRIMINATION The Lessee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration thereof, does hereby covenant and agree that (1) no person on the grounds of race, creed, color, national origin, sex, age, or handicap shall be excluded from participation in, denied the benefits of or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over or under such land and the furnishing of services therein, no person on the grounds of race, creed, color, national origin, sex, age, or handicap shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination; (3) that the Lessee shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-

Discrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 and as said Regulations may be amended.

The Lessee agrees to furnish service on a fair, equal, and nondiscriminatory basis to all users thereof and to charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided that the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

HANDLING AND STORAGE OF PETROLEUM PRODUCTS AND OTHER MATERIAL BY LESSEE Lessee shall handle, use, store and dispose of fuel petroleum products, and all other materials (including but not limited to hazardous materials) owned or used by it on the Airport in accordance with all applicable federal, state, local and "City" statutes, regulations, rules and ordinances. No waste or disposable materials shall be released on the ground or in the storm sewer. Should such materials be spilled or escape from storage or in any way contaminate the Airport or property adjacent to the Airport through activities of the Lessee, the Lessee shall be responsible for the clean up, containment and otherwise abatement of such contamination at Lessee's sole cost and expense. Further, Lessee shall notify the "City" and appropriate governmental agency of such occurrence immediately. Should the Lessee fail to do so the Lessee shall be in default and the "City" may take any reasonable and appropriate action in the Lessee's stead without waiving any claims against the Lessee. The cost of such remedial action by the "City" shall be paid by the Lessee upon demand.

Lessee agrees to, at its sole costs and expense, the 31st day of December, 2009, to either remove the existing fuel farm, (i.e., tanks, pipes, accessories) or if Lessee obtains approval from proper authorities to abandon it in place.

INDEMNITY AND INSURANCE BY LESSEE Lessee further covenants and agrees that Lessee shall indemnify and save forever harmless the City from any and all claims for damages of any kind or nature which may hereafter be made against City on account of any personal injuries (including wrongful death) or property damage resulting from the use of the Leased premises, except where proximately caused by the City's negligence and for his purpose Lessee shall procure and maintain in effect for the term of this Agreement, with insurance carriers acceptable to City, Workers Compensation Insurance as required by the statutes of the State of Florida, or adequate Employee's Liability Insurance; Public Liability; Property Damage covering all of Lessee's activities, Building and Property Casualty Coverage, and the Leased Premises at the Airport. The policy limits will be as set forth in the Minimum Aeronautical Service Standards for Aeronautical Tenants at Kissimmee Municipal Airport. The Lessee shall maintain such insurance with insurance underwriters authorized to do business in the State of Florida satisfactory to the City. Coverage is to be written on the broadest liability form including but not limited to products liability, hangar keepers liability, blanket contractual, independent contractors and aviation

non-ownership. All policies shall include the City as an additional insured as its interests appear. Lessee shall furnish City with a Certificate of Insurance from the Lessee's carrier indicating that there is such insurance coverage as hereinbefore provided, and if requested by the City, shall submit to the City, a true copy of the above insurance coverage. Said Certificate of Insurance shall provide that the policy of policies cannot be canceled or materially modified except upon sixty (60) days advance written notice by registered or certified mail to the City. The dollar amount of liability insurance coverage shall be reviewed on a periodic basis and modified, if necessary, based upon escalating costs and limits for the uses as provided in this Agreement as compared to similar airports or upon Ordinance adoption.

COMPLIANCE WITH LAW, RULES AND REGULATIONS Lessee shall, at its sole expense, observe and comply with the statutes, rules and regulations of all governmental authorities applicable to the conduct of Lessee's business and in addition, those rules, ordinances, and regulations of the City not inconsistent with the provisions of this Agreement. Any penalties and costs levied as a result of the Lessee's breach of any of the above shall be borne by the Lessee.

ARTICLE VIII **OBLIGATIONS OF CITY**

A. OPERATION AS A PUBLIC AIRPORT City covenants and agrees that at all times it will operate and maintain the Airport as a public airport consistent with and pursuant to the Sponsor's Assurances given by City to the U.S. Government under the Federal Airport Act.

B. ENTRY AND INSPECTION City shall have the right to enter upon and inspect the Leased Premises at any reasonable time during the term hereof for any purpose necessary, incidental to or connected with the performance of its obligations hereunder or in the exercise of its governmental functions and, upon reasonable notice to Lessee. The City shall not, during the course of any such inspection, unreasonably interfere with the Lessee's use and enjoyment of the Leased Premises.

C. MAINTENANCE BY CITY City will maintain and keep the Leased Premises in good repair except for the maintenance obligations of Lessee as set forth in this Agreement. In no event, however, shall City be required to maintain or repair damage caused by the negligent or willful act of Lessee, its agents, servants, invitees or customers. However, if due to any negligent or willful act by the Lessee, its agents, servants, invitees or customers, there is a need for maintenance or repair of damage, then Lessee shall do such maintenance or repair in a prompt, reasonable manner.

ARTICLE IX
DAMAGE OR DESTRUCTION OF PREMISES

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

ARTICLE X
TERMINATION OF AGREEMENT, ASSIGNMENT AND TRANSFERS

A. **TERMINATION** This Agreement shall terminate without action by either party at the end of the initial term or any renewal term.

B. **TERMINATION BY LESSEE** Lessee may terminate this Agreement after the happening of one or more of the following events:

The default by City in the performance of any covenant or Agreement herein required to be performed by City and the failure of City to remedy such default for a period of sixty (60) days after receipt from Lessee or written notice to remedy the same.

C. **EXERCISING LESSEE'S RIGHTS OF TERMINATION** Lessee may exercise such right of termination by written notice to City at any time after the occurrence of any such events and the Agreement shall terminate as of the date notice is received by the City.

D. **TERMINATION BY CITY** City may terminate this Agreement in the event Lessee shall:

1. Be in arrears in the payment of the whole or any part of the rent or other payments required for a period of thirty (30) days after the time such payments become due.
2. Make a general assignment for the benefit of creditors.
3. Filing a voluntary or involuntary petition in bankruptcy.
4. Abandon the Leased Premises.
5. Default in the performance of any of the covenants, Agreements and conditions required herein (except rental payments) to be kept and performed by Lessee, and such default continues for a period of thirty (30) days after receipt of written notice from City of said default;
6. Appointment of receiver for Lessee;
7. Violation of City rules and regulations not inconsistent with the provisions of this lease and such default continues for a period of thirty (30) days after receipt of written notice from City of said default.

E. WAIVER OF STATUTORY NOTICE TO QUIT In the event City exercises its option to terminate this Agreement upon the happening of any of the events set forth in Section C of this Article (Termination by City), a notice of termination shall be sufficient to terminate this Agreement. Upon such termination, Lessee agrees that it will forthwith surrender up possession of the Leased Premises to City. In this connection, Lessee expressly waives the receipt of any notice to quit or notice of termination which would otherwise be given by City.

F. SUBLETTING AND ASSIGNMENT Except for the maintenance and storage of aircraft, Lessee may not rent or sublease the Leased Premises without the prior written consent of the City.

Lessee may, with the prior written consent of City, assign this Agreement; in such event, Lessee shall remain liable to City for the remainder of the term of the Agreement to pay to City any portion of the rental and other fees and costs not paid by the assignee when due. The assignee shall not assign the Agreement except with the prior written consent of the City, and any assignment by the Lessee shall contain a provision to this effect. Further, any assignee of the lease shall be bound by the terms and conditions of this Agreement.

ARTICLE XI

RIGHTS UPON TERMINATION

A. LEASED PREMISES It is the intent of this Agreement that the Leased Premises shall be and remain the property of City during the entire term of this Lease and thereafter.

B. REMOVAL OF PERSONAL PROPERTY At the termination of the Lease for any reason, after payment of all rents and charges, Lessee may upon consent of the City shall have the right, within thirty (30) days thereafter to remove any of its fixtures, furniture, machinery, equipment and signs installed on the Leased Premises by Lessee, except as provided otherwise herein but shall repair at its own expense all damage caused by such removal. On termination of this Agreement, from whatever cause, the City shall have the right, upon thirty (30) days notice, to require the Lessee at the Lessee's own expense to remove any of its fixtures, structures, additions and improvements, as well as all furniture, machinery, equipment and signs installed on the Leased Premises and the Lessee shall repair at the Lessee's own expense all damage to the Leased Premises caused by such removal. Any such personal property not removed by Lessee within such time shall become be deemed abandoned and become the property of the City.

C. LANDLORD LIEN If the Lessee has not fully paid all the rents and charges pursuant to this Agreement, then the City shall be entitled to a landlord lien for the purpose of securing the payment of all rents and charges. City shall have the right to liquidation of such personal property to satisfy any obligations of the Lessee and the costs incurred to perfect this landlord lien. Any excess funds from this liquidation shall be turned over to the Lessee.

ARTICLE XII

GENERAL PROVISIONS

A. CITY'S RESERVED RIGHTS

1. City at its sole discretion reserves the right to further develop or improve the aircraft operating area of the Airport as it sees fit and to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent Lessee from erecting or permitting to be erected, any building or other structure on the Airport which, in the opinion of City would limit the usefulness of the Airport or constitute a hazard to aircraft.

2. This Agreement shall be subordinate to the provisions of any existing or future Agreement between City and the United States, relative to the operation or maintenance of the Airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to City for federal funds for the development of the Airport.

B. NON-INTERFERENCE WITH OPERATION OF AIRPORT Lessee by accepting this Agreement expressly agrees for itself, its successors and assigns that it will not make

use of the Leased Premises in any manner which might interfere with the landing and taking off of aircraft at the Airport or otherwise constitute a hazard. In the event this covenant is breached, the City reserves the right to enter upon the Leased Premises and cause the abatement of such interference at the expense of Lessee.

City shall maintain and keep in repair the landing area of the Airport, and shall have the right to direct and control all activities of the Lessee in this regard.

C. NONEXCLUSIVE RIGHT Nothing contained in this Agreement shall be construed to grant or authorize the granting of an exclusive right to provide aeronautical services to the public as prohibited by section 308 (a) of the Federal Aviation Act of 1958, as amended, and the City reserves the right to grant to others the privilege and right of conducting any or all activities of an aeronautical nature.

D. WAIVER OF JURY TRIAL; ATTORNEY'S FEES It is mutually agreed by and between Lessee and City that each of the parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Agreement. In any such action the prevailing party shall be entitled to an award of attorney's fees, including those incurred in appellate proceedings.

E. TAXES, LICENSES AND PERMITS Lessee shall pay all personal property taxes which may be assessed against equipment, merchandise, or other personal property belonging to the Lessee located on the Leased Premises, or other permitted portions of the Airport. In the event any real estate taxes are assessed against the land or improvements on the Leased Premises during the term of this Agreement, such taxes shall be paid by Lessee. Lessee shall obtain and pay for all licenses, permits, fees, or other authorization or charges as required under federal, state or local laws and regulations insofar as they are necessary to comply with the requirements of this Agreement and the privileges extended hereunder.

F. PARAGRAPH HEADINGS The paragraph headings are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

G. NOTICE Whenever any notice is required by this Agreement to be made, given or transmitted to the parties, such notice shall be served by Certified or Registered Mail with return receipt, addressed to:

Director of Aviation
Kissimmee Municipal Airport
301 N. Dyer Boulevard, Suite 101
Kissimmee, FL 324741-4613

and notices, consents and approvals to Lessee addressed to:

Marathon Flight Services, Inc.
301 North Dyer Blvd., Suite 102
Kissimmee, FL 34741

or such other addresses as the parties may designate to each other in writing.

H. FLORIDA LAW/VENUE This Agreement shall be interpreted in accordance with the laws of the state of Florida/venue of all actions shall be Osceola County, Florida.

I. SUCCESSORS AND ASSIGNS All of the terms, covenants and Agreements herein contained shall be binding upon and shall inure to the benefit of the successors and assigns of the parties.

J. TIME IS OF THE ESSENCE Time is of the essence in the performance of the terms of this Agreement.

ARTICLE XIII

ENVIRONMENTAL MATTERS

A STORAGE TANKS

1. Lessee agrees to comply with all applicable federal, state and local government regulations regarding above and underground storage tanks effective on the date of execution of this Agreement and as hereafter may be enacted or amended. Specifically, Lessee agrees that all regulated above or underground storage tanks owned or operated by it and located on the premises or which might discharge on or under the premises, shall be registered with the appropriate federal, state and local authorities; shall be constructed of approved materials; shall, if existing, be appropriately retrofitted pursuant to current federal, state and local requirements; shall have an approved method of leak detection; and shall be made available for compliance inspection at all times during normal business hours. ("Approved" for purposes of this provision shall mean "determined to meet applicable federal and state environmental regulatory requirements.") Further, Lessee agrees to properly record, maintain and reconcile all inventory records required by appropriate federal, state and local regulations and to make such records available for inspection at the Premises at all times during normal business hours.

2. Lessee shall comply with the financial responsibility requirements set forth in 40 U.S.C. S280 by obtaining at least one million dollars (\$1,000,000.00) of third-party liability insurance and one million dollars (\$1,000,000.00) of restoration (cleanup) insurance as coverage for all petroleum storage tank activities conducted by Lessee on or adjacent to

and notices, consents and approvals to Lessee addressed to:

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Kissimmee, FL 34741

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2. Lessee shall comply with the financial responsibility requirements set forth in 40 U.S.C. S280 by obtaining at least one million dollars (\$1,000,000.00) of third-party liability insurance and one million dollars (\$1,000,000.00) of restoration (cleanup) insurance as coverage for all petroleum storage tank activities conducted by Lessee on or adjacent to

the Premises. Such insurance must be maintained in effect during the entirety of the term of this Agreement and proof of such insurance must be provided to City prior to the operation or installation of any regulated above or underground petroleum storage tank on the Premise. This insurance requirement may be satisfied by qualification for and compliance with the Florida Petroleum Liability Insurance and Restoration Program as established by Section 376.3072, Florida Statutes.

3. Lessee shall perform a Level II environment inspection of its existing fuel farm and adjacent real property. The area covered by said inspection shall include all of parcel N7 and such other areas of N6 and Airport property deemed necessary and/or prudent to ensure no environmental contamination exists.

B. INDEMNIFICATION

1. Lessee agrees to indemnify and hold the City, and the members, officers, employees and agents of each, harmless from and against all liabilities, claims, judgment, costs, damages, fines penalties and expenses, including those which arise as the result of administrative action, which may accrue against, be charged to or recovered from the foregoing by reason or on account of damages to or destruction of the property of the City, or the property of, injury to or death of any person, resulting or arising from Lessee's use, occupancy, operation or maintenance of the Leased Premises, including the work, acts or omissions of its officers, agents, employees, contractors, subcontractors, operators and sublessees, except when proximately caused by the City's negligence or by the joint negligence of the City and any person other than Lessee, its officers, agents, employees, contractors, subcontractors, operators or sublessees. City will refer to Lessee, promptly upon notice thereof, any claim made or suit instituted against it which, in any way, affects Lessee or its insurer, and Lessee or its insurer shall have the right to compromise and defend the same to the extent of its interest. Lessee shall pay all attorneys' fees and costs incurred by the City in its defense of any such action and in the recovery of all amounts owed by Lessee to the City under this Agreement. Any final judgment rendered against the City for any cause for which Lessee is liable hereunder shall be conclusive against Lessee as to liability and amount.

C. HAZARDOUS MATERIALS COVENANTS

1. Lessee hereby represents and warrants to and for the benefit of the City that the Premises will not be used or operated in any manner that will result in the storage use, treatment, manufacture or disposal of any Hazardous Materials (hereinafter defined) upon the Premises or any portion thereof or which will result in Hazardous Materials Contamination (hereinafter defined). For purposes hereof the term "Hazardous Materials" shall mean and refer to (i) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901 et seq.), as amended from time to time, and regulations promulgated thereunder, (ii) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601 et seq.) ("CERCLA"), as amended from time to time, and

regulations promulgated thereunder; (iii) asbestos (iv) polychlorinated biphenyls; (v) urea formaldehyde; (vi) any substance the presence of which on the Premises is prohibited by any applicable environmental laws or regulations ("Laws") or by any other legal requirements affecting the Premises; (viii) petroleum-based materials (with the exception of tires affixed to vehicles); and (viii) any other substance which is defined as hazardous, toxic, infectious or radioactive by any laws or by any other legal requirements affecting the Premises. The term "Hazardous Materials Contamination": shall mean and refer to the contamination of the Premises, soil, surface water, ground water, air, or other elements on, or of, the buildings, facilities, soil, surface water ground water, air, or other elements on, or of, any other property as a result of Hazardous Materials at any time emanating from the Premises.

2. In addition to and without limiting the generality of any other provisions of this Lease, Lessee shall and hereby does indemnify and hold the City harmless from and against any and all losses, damages, expenses, fees, claims, demands causes of action, judgments, costs, fines penalties and liabilities, including, but not limited to, attorneys' fees and costs of litigation, and costs and expenses of response, remedial and corrective work and other cleanup activities, arising out of or in any manner connected with (i) the "release" or "threatened release" (as those term are defined in CERCLA and the rules and regulations promulgated thereunder, as from time to time amended) by Lessee or Lessee's employees, agents, delegates, invitees, licensees, concessionaires, contractors or representatives, of any Hazardous Materials, or (ii) any occurrence of Hazardous Materials Contamination affecting the Premises. The provisions of this Section shall survive any acquisition of the premises by the City, and such provisions shall remain in full force and effect as long as the possibility exists that the City may suffer or incur any such losses, damages, expenses, fees, claims, demands, causes of action, judgments, costs and liabilities.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

A. The Airport may from time to time be required by the United States Government, or its agencies, to adopt additional or amended provisions including non-discrimination provisions, concerning the use and operation of Airport, and Lessee agrees that it will adopt any such requirement as a part of this Agreement.

B. If Lessee shall furnish any services to the public at Airport, it shall furnish said services on a fair, equal and not unjustly discriminatory basis to all users thereof and shall charge fair, reasonable and not unjustly discriminatory prices for each unit of service, providing that Lessee shall be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchases, if any.

C. Notwithstanding anything herein contained that may be or appear to the contrary, it is expressly understood and agreed that, except as to Lessee's exclusive possession of the Leased Premises, the rights granted under this Agreement are nonexclusive.

D. Lessee shall comply with all applicable regulations of the Federal Aviation Administration relating to Airport security and shall control the Leased Premises so as to prevent or deter unauthorized persons from obtaining access to the air operations area of Airport.

E. The Airport reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Leased Premises, for navigation or flight in the said airspace for landing on, taking off from or operating on the Airport.

F. Lessee expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Leased Premises to such a height so as to comply with Federal Aviation Regulations, Part 77.

G. Lessee agrees to require any lights on the Leased Premises to be constructed, focused or arranged in a manner that will prevent them from casting their beams in an upward direction so as to interfere with the vision of pilots in aircraft landing or taking off from Airport.

H. Lessee expressly agrees for itself, its successors and assigns, to prevent any use of the Leased Premises which would interfere with or otherwise constitute an Airport hazard.

I. Lessee agrees that it will not exercise or grant any right or privilege which would operate to prevent any person, firm, or corporation operating aircraft on the Airport from performing any service on its own aircraft with its own employees (including but not limited to maintenance and repair) that it may choose to perform.

J. Except as otherwise provided herein, the provisions of this Lease shall bind and inure to the benefit of the successors and assigns of the parties hereto.

K. City and Lessee acknowledge and agree that from and after the effective date hereof, this Lease Agreement contains the entire Agreement between the parties hereto, and any modification, release, discharge, or waiver of any provision contained herein shall be of no force or effect unless set forth in writing and signed by the party to be bound.

ARTICLE XV

PRIOR LEASES

Both parties acknowledge and agree that there exist prior leases, addendums, and amendments for Parcels N3, N4, N5, N6, N7, the terminal office space and 20 parking spaces associated with the terminal office space. It is the intent and desire of the parties to extinguish these leases except as to the term lengths and rental rates upon the issuance of the Certificate of Occupancy for the required improvement outlined in Article II hereof.

It is agreed that the terms for Parcels N3, N4, N5, and N6 shall be extended an additional twenty (20) years to coincide with Article V Term contained herein, unless the Lessee notifies the City in writing at least 180 days prior to April 12, 2010 of its intention to return specific parcels.

It is further agreed that the current rental rates, fees, changes, and other methods of compensation provided for in those pre-existing leases shall continue until April 12, 2010 and that upon the happening of that deadline, all rental rates, fees, and charges shall be fixed at the then current methodology being applied to similar FBOs.

Thirty days after the issuance of the Certificate of Occupancy for the improvements outlined in Article II, Lessee shall execute whatever documents are deemed necessary by the City to delete those areas from this Lease Agreement.

Parcel N7, the Lessee's current fuel farm, shall be vacated on or before, April 12, 2010 and all requirements necessary to close the facility, including the requirements in Article XIII shall be completed prior to that date.

Lessee shall convey to the City those portions of N5 and N6 identified in Exhibit "A" attached hereto, which are shaded. An accurate survey and description of those areas shall be made by the City. Lessee may request a space use permit for that eastern portion of N6 at the same rate structure as the remainder of N6 and the City will not unreasonably withhold approval of such permit.

If, however, the Lessess defaults on the terms as required in Article II hereof, then the pre-existing leases, addendums, and amendments shall remain in full force and effect and the original term shall expire on April 12, 2010.

The parties now sign this Agreement this 26th day of September, 2000.

CITY OF KISSIMMEE, FLORIDA

By: Frank Attleson
Mayor-Commissioner

ATTEST:
Sandra L. Yeager
City Clerk

MARATHON FLIGHT SERVICES, INC.

By: Jayne P. Birks
Title: Secretary

ATTEST:
Lois L. Butcher

Approved as to form and correctness.

This 28 day of September, 2000.

[Signature]
City Attorney

MFSNewLease091500.doc

AMENDMENT NUMBER 1
to
Permit with FlySmart LLC dated 08/01/2025 ("Permit")

This Amendment Number 1 ("Amendment") shall amend that certain Permit Agreement dated 08/01/2025, by and between Signature Flight Support LLC ("Signature") and **FlySmart LLC** ("Permittee"). For purposes of this Amendment, Signature and Permittee may from time to time hereinafter be individually referred to as a "Party" and collectively as the "Parties".

NOW, THEREFORE, as of [11/01/2025], and in consideration of the mutual covenants contained herein and other good and valuable consideration, the Parties agree as follows:

1. Capitalized Terms. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Permit.
2. Base Rent: Base Rent shall be amended as follows:

"Base Rent": The monthly Base Rent shall be:

Building Name	Space Type (Hangar/T-Hangar) (Office/Shop/Ramp)	Rentable Square Feet	Suite Number	Monthly Base Rent
202 Dyer Blvd	Office Space	800		2400.00
Additional Monthly "Facility Charge"				
Additional Monthly "CAM Charge" ¹				200.00
TOTAL MONTHLY BASE RENT				2600.00

¹ Charge is based on Permittee's proportionate share of actual reimbursable expenses from immediately preceding year and is subject to annual adjustment.

3. Aircraft: Aircraft shall be amended as follows:

"Aircraft": The following described aircraft, which is/are directly owned, leased, managed, operated or otherwise in the care, custody and control of Permittee (the "Aircraft"):

Aircraft Make	Aircraft Model	Tail Number	Serial Number
(1)			
(2)			
(3)			

4. Term, shall be amended to change the expiration date to July 31st 2026.
5. Except as otherwise provided herein, during the remainder of the Term of the Permit all the terms, provisions, covenants and conditions of the Permit shall be and continue in full force and effect.

EXECUTED this 11 day of September, 2025_. Accepted and agreed as stated herein:

SIGNATURE FLIGHT SUPPORT, LLC

By: [Signature]
Name: EDDIE CABREJA
Its: Market General Manager
Date: 9/11/2025

FlySmart LLC

By: [Signature]
Name: TERIE SIMON OLIDE
Its: _____
Date: 09/11/2025

SPACE PERMIT-RENEWAL

"Effective Date": 8/1/2025

"Signature" Signature Flight Support LLC, d/b/a Signature Aviation, a Delaware limited liability company:

"Permittee": FlySmart LLC, Florida Limited Liability Company

"Permittee Management Company" _____, State of Formation and Entity Type

"Airport": ISM

"Master Lease": Signature and City of Kissimmee ("Authority") entered into a lease ("Master Lease") for certain land (the "Base") at the Kissimmee Gateway Airport in Kissimmee, Florida ("Airport").

"Base Rent": The monthly Base Rent shall be:

Building Name	Space Type (Hangar/T-Hangar) (Office/Shop/Ramp)	Rentable Square Feet	Suite Number	Monthly Base Rent
Ramp	Ramp	699		145.00
Ramp	Ramp	699		145.00
Ramp	Ramp	699		145.00
Ramp	Ramp	699		145.00
Ramp	Ramp	699		145.00
Ramp	Ramp	699		145.00
Ramp	Ramp	1092		175.00
Total Base Rent				1045.00
Additional Monthly "_____"				
Additional Monthly "CAM Charge" ¹				110.00
TOTAL MONTHLY RENT²				1155.00

¹ Charge is based on Permittee's proportionate share of actual reimbursable expenses from immediately preceding year and is subject to annual adjustment.

² Subject to Supplemental Rent that may be due pursuant to Section 4.

"Space": Permittee shall, during the Term hereof, have access to and use of certain portions of the Base (collectively listed above), as follows, collectively:

"Hangar Space" (listed above) means the non-dedicated, non-exclusive use of hangar deck space in the Hangar listed above for the purpose of storing the "Aircraft" (defined below).

"Office Space" (listed above) means the exclusive use of the area listed above.

"Shop Space" (listed above) means the exclusive use of the area listed above.

"Ramp Space" (listed above) means non-dedicated, non-exclusive use of area listed above for the purpose of storing the Aircraft.

"Aircraft": The following described aircraft, which is/are directly owned, leased, managed, operated or otherwise in the care, custody and control of Permittee (the "Aircraft"):

Aircraft Make	Aircraft Model	Tail Number	Serial Number
(1)Piper	PA-28	N836FS	
(2)Piper	PA-28	N4333C	
(3)Piper	PA-28	N9338C	
(4)Piper	PA-28	N9886K	
(5)Piper	PA-28	N2959U	
(6)Piper	PA-28	N154ER	
(7)Piper	PA-44	N59CW	

Term: This Space Permit ("Permit") shall be for an initial term, commencing upon the earlier of the Effective Date ("Effective Date") or the date on which Permittee actually took occupancy of the Space and expiring 7/31/2026 ("Term").

"Security Deposit": \$ On File

Addresses for Notices:

If to Signature:

Signature Flight Support LLC

Attention: General Counsel

13485 Veterans Way, Suite 600

Orlando, Florida 32827

Email: legalnotices@signatureaviation.com

With a copy to:

Signature Flight Support LLC

Attention: Manager, Contracts

13485 Veterans Way, Suite 600

Orlando, Florida 32827

Email: legalnotices@signatureaviation.com

And

Signature Flight Support LLC

Attention: General Manager

201 Dyer Blvd

Kissimmee, FL 34741

Facsimile: 407-846-0382

If to Permittee: FlySmart, LLC

Address: 3700 Commerce Blvd.

Kissimmee, FL 32741

Attention: Felipe Sierra

Phone: 407-5565003

Cell: _____

Email felipe@learntoflysmart.com

The "Permit" consists collectively of these Basic Provisions and the following attachments (i) General Terms & Conditions; and (ii) Exhibit A – "Third Party Vendor Release".

IN WITNESS WHEREOF, the authorized representatives of Signature and Permittee have executed this Permit as of the later of the dates set forth below.

Signature

By: Eddie Carrera
Printed Name: EDDIE CARRERA
Title: MARKET General MGR

Witness: Carmen Muete
Printed Name: CARMEN MUETE
Date: 07/07/25

Permittee

By: Felipe Sierra Uribe
Printed Name: Felipe Sierra Uribe
Title: OWNER

Witness: Bruna Maia Belloto
Printed Name: Bruna Maia Belloto
Date: 06/30/2025

**SPACE PERMIT
GENERAL TERMS AND CONDITIONS**

1. **Basic Provisions.** The Basic Provisions preceding these General Terms and Conditions are incorporated herein and binding upon Signature and Permittee. For purposes of this Permit, Signature and Permittee may from time to time be referred to individually as a "Party" and collectively as the "Parties."
2. **Term.** This Permit shall be for Term as defined above. Permittee shall vacate the Space upon the expiration or earlier termination of this Permit. Permittee shall reimburse Signature for, and indemnify Signature against, all damages, costs, liabilities and expenses, including attorneys' fees, which Signature shall incur on account of Permittee's delay in so vacating the Space. If Permittee does not vacate the Space upon the expiration or earlier termination of this Permit, the Base Rent shall be increased to 200% of the Base Rent then in effect and Permittee's obligation to pay Aggregate Rent shall continue, but nothing herein shall limit any of Signature's rights or Permittee's obligations arising from Permittee's failure to vacate the Space, including, without limitation, Signature's right to repossess the Space and remove all persons and property therefrom at any time after the expiration or earlier termination of this Permit and Permittee's obligations and covenants arising pursuant to this permit, including but not limited to its waivers, and obligations to reimburse and indemnify Signature as provided in the preceding sentence or as otherwise set forth in this Permit.
3. **Aircraft.** The Hangar Space and/or Ramp Space, as applicable, shall be used and occupied by Permittee for the storage of only the Aircraft.
4. **Rent.**
 - a. **Base Rent.** Permittee agrees to pay Base Rent to Signature (a prorated amount if the Term commences on a day other than the first day of the month), and, on the first day of each month thereafter Aggregate Rent (as defined below). Base Rent is payable in advance without notice, setoff, demand or deduction, except as provided in this Permit.
 - b. **Annual Base Rent Adjustment.** If the Term is longer than twelve (12) months, on the first anniversary of the Effective Date and continuing each anniversary thereafter (each an "Adjustment Date"), the then-current Base Rent shall be increased by the greater of the following: (i) three and one-half percent (3.5%) or (ii) the "CPI Adjustment". For purposes of this Permit, the "CPI" shall be the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor for CPI U (All Urban Consumers), for All Urban Consumers, , All Items (1982-1984 = 100). The "CPI Adjustment" shall be an amount equal to the Current Index Number minus the Base Index Number, divided by the Base Index Number. The "Current Index Number" shall be the CPI for the month three (3) months prior to the Adjustment Date. The "Base Index Number" shall be the CPI for the month twelve (12) months prior to the Current Index Number. In the event the compilation and/or publication of the CPI shall be discontinued or materially altered, Signature shall choose a reasonable replacement index. Failure to notify Permittee of such an adjustment shall not waive Signature's right to impose such an adjustment in accordance with the foregoing effective as of the applicable Adjustment Date. Notwithstanding the foregoing, nothing in this Paragraph 4(b) grants an option to renew or extend the Term.
 - c. **Supplemental and Aggregate Rent.** In addition to the Base Rent, Permittee shall pay to Signature, on a monthly basis, except for real estate taxes which shall be paid on an annual basis, along with such Base Rent, any and all additional sums other than Base Rent due and owing to Signature as a result of Permittee's tenancy, including but not limited to the Facility Charge, CAM Charge, and those amounts referenced in Section 4(d) below ("Supplemental Rent"). Base Rent and Supplemental Rent are hereinafter referred to collectively as "Aggregate Rent".
 - d. **Airport Concession Fees and Charges; and Taxes.** Permittee agrees to pay Airport concession fees and charges, including but not limited to Permittee's proportionate share of any amounts due from Signature to the Airport arising from any minimum annual guarantee, and/or taxes, which shall be assessed at the rate applicable at the time of each monthly Base Rent payment and subject to change at the Airport's (or Authority's) discretion, as well as all applicable and then-prevailing state and federal taxes relating to Permittee's use and/or the terms and conditions of this Permit, including but not limited to ad valorem and real estate taxes.
 - e. **Common Area Maintenance. (CAM) Charge:** Permittee shall pay to Signature monthly, as Supplemental Rent, the Permittee's proportionate share of expenses of every kind paid or incurred by Signature for the operation, upkeep, maintenance, repair or renewal of the Space and Common Use Areas. The CAM Charge shall include, but is not limited to, maintenance and landscaping, fire suppression system maintenance and certification, security and access controls/phones, utilities, and property insurance. Notwithstanding the foregoing, the CAM Charge shall exclude the following: (1) Master Lease rent; (2) capital improvements; (3) mortgage payments; (4) depreciation; (5) leasing commissions, attorneys' fees, space planning costs; (6) any amounts paid to affiliates of Signature to the extent such amounts exceed amounts that would have reasonably been paid to unrelated third parties for similar services; (7) advertising and promotional expenditures; and (8) penalties, fees or interest incurred as a result of Signature's failure to make a payment when due. The CAM Charge shall be adjusted annually.
 - f. **Late Fee.** Any payment not delivered within seven (7) calendar days following the date due shall be subject to a late fee equal to the greater of: (i) \$100; or (ii) ten percent (10%) of the amount due, but in no event higher than the maximum rate allowable by law. Any late fee so imposed shall be deemed Supplemental Rent.
 - g. **Application of Payments.** Unless prohibited by applicable law, Signature shall have the right to apply payments received from Permittee pursuant to this Permit regardless of Permittee's designation of such payments, to satisfy any obligations of Permittee hereunder or under any agreement between Signature or its affiliates and Permittee or its affiliates, in such order and amounts as Signature, in its sole discretion, may elect.
5. **Security Deposit.** Permittee shall deposit the sum of two (2) months' estimated Base Rent ("Security") with Signature as security for the faithful performance by Permittee of

its obligations under this Permit. Signature may apply any portion of the Security against any indebtedness which is not paid when due. If Signature pays Permittee's indebtedness from such Security or if Permittee's Base Rent increases, Permittee shall deposit an amount to replenish the Security to the sum of two (2) months' estimated Base Rent within ten (10) business days of Signature's written demand. Payment of any indebtedness from such Security does not waive Signature's right to any other remedy provided by this Permit or by law. Signature shall return any unused portion of the Security, without interest, upon Permittee's performance in full of its obligations under this Permit at the end of the Term

6. Authority. Permittee represents that it is fully authorized to enter into this Permit on behalf of the Permittee and any owner(s) of the Aircraft and to bind the Permittee and the Aircraft owner(s) to the terms and conditions set forth in this Permit.

7. Storage. Permittee shall prohibit the storage, maintenance (including washing), or operation of any motor vehicle, recreational vehicle, or boat in the Space. Permittee covenants and agrees that at no time during the Term will Permittee, together with its agents, employees, contractors, subcontractors, invitees, officers, directors, servants or vendors (collectively, hereinafter referred to as ("Permittee Group"), be permitted to store, maintain or operate any motor vehicle, recreational vehicle, or any vehicle considered to be personal property in, around, or upon the Space.

8. Common Areas. Permittee is authorized to use designated common use areas of the Base, including, but not limited to, restrooms, entry ways, hallways and vending areas, as specified by Signature's local general manager, subject to reasonable rules and regulations imposed by Signature.

9. Security of Personal Property. Permittee is at all times responsible for securing and locking the Aircraft, including but not limited to properly attaching tie down ropes or chains. Signature's performance of any Ancillary Services or providing ropes, chains, or chocks does not constitute Signature's acceptance of responsibility for the Aircraft's overall security. Signature shall not accept keys to Permittee's Aircraft, automobiles, or other vehicles. Signature shall not be responsible for the storage or security of Permittee's personal property, including but not limited to deliveries made to Permittee. Permittee acknowledges that any security or safety measures employed by Signature are for the protection of Signature's own interests; that Signature is not a guarantor of the security or safety of Permittee, its employees, guests, contractors or licensees, or of its property; and that such security and safety matters are the responsibility of Permittee and the local law enforcement authorities.

10. Utilities. For purposes of this Permit, "Utilities" shall mean heating, cooling, electricity and water. If Permittee requires utilities other than those or in quantities greater than those available at the Effective Date, Permittee is solely responsible to arrange for them, coordinate their installation with Signature's requirements, and pay for such costs, including any impact fees.

11. Master Lease; Alteration of Prevailing Land Rents by Authority. The Master Lease and all amendments thereto, prior to and subsequent to the Effective Date, are incorporated herein and are available for Permittee's inspection and review. The terms and conditions of this Permit shall be subject and subordinate in all respects to the Master Lease, as amended from time to time, and any provision of such Master Lease required to be addressed herein shall be deemed incorporated herein. Signature reserves the right to increase Permittee's then-prevailing monthly Base Rent and/or Supplemental Rent by a corresponding amount of any increase imposed upon Signature including but not limited to any increase imposed by the Authority or any other authority having jurisdiction over the Airport and Signature's leasehold interest by changes in rules, regulations, ordinances, orders, decrees, or any law resulting in an increase in the prevailing land rents or concession fees, etc. applicable to Signature, and/or alteration or adjustment of rents pursuant to the Master Lease. Signature shall provide Permittee a minimum of ten (10) business days' written notice from Signature of any increase allowable pursuant to this Paragraph 11; provided however that failure to deliver such notice shall not be deemed a waiver of Signature's right to such payment.

12. Taxes. Additionally, Permittee agrees to pay all such taxes and assessments, which are assessed against or provided to Signature for personal property in the care, custody and control of Permittee located in, on or about the Space. Signature agrees to furnish Permittee promptly with all pertinent official tax bills, statements, invoices, and assessments consistent with Signature's receipt of same. Permittee hereby authorizes Signature to provide information relating to the presence of Permittee's personal property on or about the Space as requested by any governmental authority having jurisdiction or authority with respect to the taxation of such personal property.

13. Signature Ancillary Services. It is acknowledged by the Parties that other services not described in this Permit may be requested by Permittee for the Aircraft (or on behalf of the Aircraft owner/operator) to be performed by Signature. Such ancillary services may include, but are not limited to, the sale of aircraft parts and components, temporary hangar space, the performance of aircraft maintenance and avionics, fueling, defueling, deicing and interior/exterior cleaning (collectively, "Ancillary Services"). Signature agrees to furnish and/or perform such Ancillary Services at the request of the Permittee at Signature's prevailing and locally-established rates or as otherwise negotiated between Signature local management and Permittee. Such requests may be made by Permittee verbally or in writing. If such Ancillary Services are provided, Permittee agrees to pay Signature for all such work, which shall be subject to all of the terms and conditions of this Permit. Any sums due and owing to Signature as a result of its provision of Ancillary Services shall be Supplemental Rent unless paid for at the time of service.

14. Prohibited Uses. Permittee shall not use the Space for any use which is not expressly allowed by the Master Lease or any applicable rule or regulations, and further, Permittee shall not allow the use of the Space for the operation of a fixed base operation or any business substantially similar to any portion of Signature's authorized general or commercial aviation operations at the Airport. Permittee expressly warrants and represents without limitation that it shall not at any time during the term of this Permit undertake for itself or cause to be undertaken through others, including, but not limited to its employees, agents, subcontractors, or invitees, any services permitted to Signature under the Master Lease, including, but not limited to the following:

- a. Installation of any fuel storage and dispensing facilities (including mobile delivery of fuel);
- b. Receipt and storage of any fuel product, including, but not limited to, aviation and motor fuels;
- c. Into-plane or into-truck delivery of any aviation or motor fuels;
- d. Rotorcraft or aircraft sales or rentals (Permittee demonstration flights excluded);
- e. Flight training (Permittee in-house flight training excluded);
- f. Rotorcraft or aircraft radio and instrument sales and service (avionics);
- g. Specialized rotorcraft or aircraft repair service for a third party;
- h. Air transport of mail or cargo for hire;
- i. Hangaring or servicing of aircraft for a third party, including without limitation that of a transient or non-based tenant, subtenant, sub-permittee, guest, or invitee of the Permittee;
- j. Deicing of aircraft;
- k. Temporary parking, including overnight parking, of aircraft, other than the Aircraft;
- l. Maintenance/ avionics services for a third party;
- m. Wash aircraft;
- n. Storage of inoperable equipment of any kind;
- o. Hangaring or storage non-airworthy aircraft;
- p. Other activity adverse or disruptive to Signature or Airport interests as may be determined by Signature in its sole but reasonable judgment.

15. Third Party Vendors. Any third party seeking access to any part of the Space and/or the Base to perform any commercial activity ("Third Party Vendor") may enter Signature's leasehold (including the Space) only after the Third Party Vendor has:

- a. Executed the Vendor Release, an exemplar of which is attached as Exhibit A;
- b. Provided Signature with a Certificate of Insurance for the requisite insurance coverage; and,
- c. Obtained written authorization for entry from Signature via its execution of the Vendor Release.

Permittee shall bear any and all costs associated with ensuring such Third Party Vendors fully comply with any and all prevailing Airport and government regulations, including, but not limited to, authorization to perform services by the Authority through Signature, those of the Federal Aviation Administration ("FAA") and the Transportation Security Administration ("TSA") for all purposes, including, but not limited to security, identification, and clearance for access. Permittee agrees that at no time shall it or its Third Party Vendor's activities infringe upon the

ability of Signature's other customers or Signature to conduct business or operate aircraft, including, but not limited to, ingress and egress from the Space and/or Signature's leasehold.

16. Termination of Master Lease. If the Master Lease is terminated or abated, such termination or abatement shall cancel or abate this Permit and Permittee shall look to Signature's successor-in-interest or to the Authority for relief or continuance of its rights as established in this Permit. Permittee shall have the right to remove all of its fixtures, equipment, personal property and other property from the Space deemed to be removable or non-improvement provided Permittee shall repair any damage to the Space as a result of such removal.

17. Destruction or Condemnation of Space. If, after the Effective Date, any significant portion of the Space is destroyed by fire or other casualty, Permittee or Signature shall have the option upon written notice to the other Party to terminate its obligations under this Permit provided Permittee shall not exercise such right in the event such destruction or casualty arises either directly or indirectly from Permittee's acts or omissions. If all or part of the Space is taken or condemned by any authority for any public use or purpose, which renders the Space untenantable or unusable, this Permit shall terminate as of the date title vests in such authority, and the Aggregate Rent shall be apportioned as of such date.

18. Acceptance; Maintenance; Surrender.

a. Permittee accepts the Space in its "as is" condition on the Effective Date of this Permit and Signature shall have no liability or obligation to make any alterations or improvements of any kind on or about any portion of the Space. Permittee shall not alter the Space in any fashion without the prior written consent of Signature, which may be withheld in Signature's sole discretion. Upon the expiration or termination of this Permit, all fixtures installed or additions and improvements made to the Space, specifically excluding furniture and Permittee's trade fixtures, shall, at Signature's option (to be exercised in its sole discretion) either (i) become the property of Signature and shall remain in the Space, without compensation or payment to the Permittee, unless otherwise agreed to in writing by Permittee and Signature, or (ii) be promptly removed by Permittee, and Permittee shall, at its sole cost and expense, restore the Space to the condition that existed immediately prior to its occupancy of the Space (normal wear and tear excepted) and repair any damage resulting from the removal of the additions and improvements.

b. Subject to section 4.e. herein, Signature is responsible for coordinating all necessary maintenance and routine repair to the Space, specifically excluding any Permittee requested improvements to the space as set forth in Section 18.a. herein. Permittee shall be responsible for all maintenance and repair costs arising from the acts or omissions of the Permittee Group. Permittee shall be responsible for keeping the Space clean and orderly, including the removal of trash and debris from the Space and for complying with applicable rules and regulations for the operation of equipment and Permittee's business within the Space. The cost of janitorial services to the Space shall be the responsibility of Permittee. Permittee shall have the exclusive right to engage a janitorial service provider of its choice.

c. Permittee shall not perform or conduct any operation that in any way adversely impacts the structural integrity of any portion of the Space or which accelerates its ordinary deterioration.

d. Upon the expiration, or earlier termination, of the Term, Permittee shall immediately remove its personal property and surrender the Space to Signature in good repair and broom clean condition, ordinary wear and tear excepted.

e. Signature and the Authority may enter the Space at all reasonable times for the purpose of routine inspections of the Space, or any other purpose reasonably necessary to protect Signature's or Authority's interest in the Space or to perform Signature's or Authority's duties under this Permit.

19. Signage. Permittee shall not place or permit to be placed in or on the Space any signs or insignias without Signature's and, if applicable, the Airport's written consent, in the sole discretion of such parties.

20. Non-Exclusive Easements. Signature grants to Permittee a non-exclusive easement to transition Permittee's Aircraft, if applicable, to and from the Hangar Deck Space or other aircraft storage space controlled by Signature to an Airport taxiway and to provide ingress and egress to and from the Space for authorized vehicles, including, all vehicles and other equipment required by Permittee's employees, vendors, contractors and authorized subcontractors. All vehicles and vehicle operators shall fully comply with Signature's and the Authority's rules and regulations regarding Airport and Aircraft Operations Area (AOA) access.

21. Airport Security. Permittee and the Permittee Group shall comply at its own expense with all applicable security requirements, including, but not limited to, those of Signature, Federal Aviation Regulations ("FAR") and the TSA, any Airport security program, all as amended from time to time. Permittee shall take all action necessary or as directed by Authority to ensure that members of the Permittee Group comply with such requirements. If Signature or the Authority incur any fines as a result of the acts or omissions of the Permittee and/or the Permittee Group, Permittee agrees to pay all such fines and penalties in accordance with its indemnification obligation set forth herein and to cure any security deficiency immediately. Signature and the Authority reserve the right to take whatever action necessary to cure any security deficiency if Permittee fails to remedy the security deficiency promptly and to be reimbursed any and all costs and expenses associated with such action.

22. LIMITATION OF LIABILITY. THE PARTIES HEREBY AGREE THAT UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE, DIMINUTION OR LOSS OF VALUE, LOSS OF USE, LOSS OF ANTICIPATED PROFITS OR THE COST ASSOCIATED WITH SUBSTITUTE OR REPLACEMENT AIRCRAFT.

23. Insurance.

a. Minimum insurance dollar limits required of Permittee:

i. Aircraft Hull and Liability

- (1) Aircraft hull: All risk aircraft hull insurance for 100% of total aircraft cost insuring against loss to aircraft or other property
- (2) Aircraft liability: Aircraft liability insurance (ground/flight) with a minimum combined single limit at least equal to the requisite commercial general liability (below) covering bodily injury (including passengers) and property damage
 - Aircraft hull and liability coverage shall be conditionally waived if this Permit does not include the storage of an aircraft. This conditional waiver shall be automatically revoked and Permittee shall obtain the requisite coverage if this Permit is later amended to add aircraft storage space.

ii. Liability - Airport Premises

(1) Commercial General

- (a) Office Space only: Combined single limit \$1,000,000 per occurrence
- (b) Turbo Jet Aircraft: Combined single limit \$5,000,000 per occurrence*
- (c) Turbo Prop Aircraft: Combined single limit \$3,000,000 per occurrence*
- (d) Piston/Reciprocating Aircraft: Combined single limit \$1,000,000 per occurrence*

*Aggregate for products and completed operations. The requirement to carry third party products and completed operations liability coverage shall be conditionally waived if Permittee does not offer goods or services to third parties. This conditional waiver shall be automatically revoked and Permittee shall obtain the requisite coverage if Permittee subsequently offers goods or services to third parties.

(2) Motor Vehicle: Combined single limit \$5,000,000 per occurrence

(a) This coverage is conditionally waived if Permittee does not have a motor vehicle that is both (1) registered in its name and (2) driven on Signature's ramp. If Permittee subsequently registers a vehicle in its name and uses it to drive on the ramp, the waiver shall be automatically revoked and Permittee shall obtain the requisite coverage.

(3) Environmental / pollution: Combined Single Limit \$1,000,000 per occurrence

(a) This coverage shall be conditionally waived if this Permit does not include the maintenance of aircraft or aviation related equipment, including but not limited to ground support equipment (collectively, "Aviation Maintenance"). This conditional waiver shall be automatically revoked and Permittee shall obtain the requisite coverage if this Permit is later amended to add Aviation Maintenance or if Permittee commences, without amendment, performance of Aviation Maintenance in the Space (including but not limited to aircraft washing).

iii. Property

(1) All Risk Property: Full Replacement Value of any alteration or improvement to the Space installed by Permittee

(a) This coverage shall be conditionally waived if Permittee does not perform any alterations to the Space. This conditional waiver shall be automatically revoked and Permittee shall obtain the requisite coverage if Permittee subsequently alters or improves the Space.

iv. **Worker's Compensation & Employer's Liability**

- (1) **Worker's compensation:** The greater of \$500,000 or as required by statute
- (2) **Employer's liability:** \$500,000 each occurrence for bodily injury by accident
\$500,000 each occurrence for bodily injury by disease
\$500,000 aggregate policy limit
 - (a) Employer's liability coverage shall be conditionally waived if Permittee does not have any employees. This conditional waiver shall be automatically revoked and Permittee shall obtain the requisite coverage if Permittee subsequently hires employees.

b. **Insurers: Special Provisions For Certificates of Insurance:** The insurance required to be carried by Permittee pursuant to the terms of this Permit shall be effected under valid and enforceable policies issued by reputable and independent insurers permitted to do business in the State in which the Space is located, and rated in Best's Insurance Guide, or any successor thereto (or if there be none, an organization having a national reputation) as having a general policyholder rating of "B++" or greater and a financial rating of at least "XIII." All such required liability insurance, except (1) worker's compensation and (2) employer's liability shall name (exactly as set forth in quotations) "Signature Flight Support LLC, its parent, subsidiaries, related, and affiliated companies and the Authority" as additional insureds. To the extent All Risk Property is required pursuant to Section 23(a)(iii)(1) above, Signature shall be named as Loss Payee. If the required liability policies do not contain a standard separation of insured provision, they shall be endorsed to provide cross liability coverage. To the extent that such loss, damage or liability is covered by valid and collectible insurance maintained by it, or that pursuant to this Permit should have been maintained by it, Permittee hereby waives all rights of recovery against Signature and the Signature Group. All required insurance policies shall contain a waiver of subrogation in favor of "Signature Flight Support LLC, its parent, subsidiary, related, and affiliated companies and the Authority". All required insurance policies shall be evidenced by certificates of insurance that provide at least thirty (30) days advance written notice of any cancellation or changes adverse to the interests of Signature or its subsidiaries. Permittee may send insurance certificates to the Signature Insurance Department via any of the following methods: (i) by mail to Signature Flight Support LLC, 13485 Veterans Way, Attention: Real Estate 5th Floor, Orlando, FL 32827; or (ii) by email to Realestate@signatureflight.com. Permittee shall reimburse Signature upon demand for any and all third-party vendor costs and expenses incurred by Signature in order to enforce Permittee's compliance with the above insurance requirements, and any such costs and expenses shall be deemed Supplemental Rent hereunder.

c. Permittee shall ensure that minimum insurance amounts stated shall not be lowered without express written consent of Signature. Higher insurance limits may be required by the Airport, in which case, the Airport's limits shall supersede the limits stated above.

d. Permittee shall ensure that the certificates of insurance, with respect to the insurance requirements described above, shall state that such coverage is primary and without right of contribution from any insurance carried by Signature and that the liability assumed by Permittee under this Permit has been specifically insured under the policies above, but such insurance in no way limits Permittee's liability hereunder.

e. **PERMITTEE ACKNOWLEDGES THAT ITS POTENTIAL LIABILITY IS NOT LIMITED TO THE AMOUNT OF ANY LIABILITY INSURANCE COVERAGE OR TO INSURANCE POLICY LIMITS REQUIRED IN THIS PERMIT. FURTHER, PERMITTEE SHALL BE SOLELY RESPONSIBLE FOR INSURING ITS PERSONAL PROPERTY OR OTHER CONTENTS WITHIN OR ABOUT THE SPACE.**

f. In no event shall Permittee or Permittee's insurer be entitled to greater relief than it would have been entitled to had Permittee fully complied with the terms set forth in Section 23.

g. Minimum insurance dollar limits required of Signature:

Signature shall at all times during the Term, at its sole cost and expense, maintain the same types and amounts of insurance required under the Master Lease.

24. **Indemnification.**

a. **Permittee's Indemnification.** Permittee shall be liable for the acts or omissions of the Permittee Group without limitation and further agrees to indemnify, defend, and forever hold harmless Signature, the Authority and their respective officers, directors, employees, agents, servants, contractors, subcontractors, vendors, invitees (collectively, the "Signature Group") from and against any and all claims, liabilities, losses, demands, fines, suits, penalties, actions, judgments or other expenses, including, but not limited to, FAA and TSA fines or assessments, reasonable attorneys' fees and costs (collectively, "Damages") incurred by the Signature Group and arising from any negligent acts or omissions of the Permittee Group; provided, however, that this indemnity does not apply to Damages caused by the negligence of Signature and its respective officers, directors, and employees. Such indemnification is subject to and limited by Paragraph 22 Limitation of Liability.

b. **Signature's Indemnification.** Signature shall be liable for the acts or omissions of Signature and its respective officers, directors, and employees without limitation and further agrees to indemnify, defend, and forever hold harmless the Permittee Group from and against any and all Damages incurred by the Permittee Group and arising from any negligent or willful acts or omissions of Signature and its respective officers, directors, and employees; provided, however, that this indemnity does not apply to Damages caused by the acts or omissions of the Permittee Group. Such indemnification is subject to and limited by Paragraph 22 Limitation of Liability.

c. **Exclusion and Duration.** These provisions expressly exclude all Environmental Damages as set forth in Paragraph 25, below. The terms set forth in this Paragraph 24 shall (1) survive the termination or expiration of this Permit, and (2) shall not be construed to negate or abridge any other indemnity obligation that would exist at common law or pursuant to this Permit, and (3) shall not be limited by any provision of insurance; and (4) shall apply to the acts or omissions of Signature Group and Permittee Group occurring on or about the Space or otherwise within the network of fixed base operations owned, operated, controlled or managed by Signature.

25. **Environmental Removal and Disposal.**

a. **Compliance with Environmental Regulation.** Permittee is solely responsible for the proper storage, removal and disposal of all hazardous substances, hazardous wastes and petroleum products as defined and regulated under applicable local, state, or federal law (collectively, "Regulated Substances") that Permittee, or Permittee Group, generates or otherwise brings, or causes to be brought onto the space or Airport. Such removal and disposal shall include, but not be limited to, proper documentation of such Regulated Substances under its assigned Environmental Protection Agency ("EPA") Identification Number in Permittee's name. Permittee agrees to provide Signature, upon request, with the required EPA identification number and copies of any and all documentation in Permittee's name. Permittee shall comply with any and all applicable local, state and federal law and any and all Airport requirements in such removal and disposal. Additionally, Permittee is solely responsible for any and all environmental contamination that impacts the Space or any portion of Signature's leasehold premises as a result of the Permittee Group's storage or handling of any Regulated Substances on, in or at the Space.

b. **Environmental Audits.** Permittee acknowledges that Signature may enter the Space from time to time to conduct environmental audits. If such environmental audit reveals the presence of contaminants in excess of acceptable levels under applicable law as a result of Permittee's use of the Space, Signature shall serve written notice to Permittee to correct the conditions within seven (7) days. Permittee shall act diligently to remove any and all such contaminants and to take all such prompt action necessary to satisfy Signature and any authorities having jurisdiction over the Space that proper remediation has occurred as described above. If Permittee fails to act within the seven (7) day period, Signature may act to correct the conditions and shall be entitled to reimbursement for any and all costs directly or indirectly associated with such corrective action.

c. **Indemnification by Permittee.** Permittee shall indemnify, defend, and forever hold harmless the Signature Group from and against all environmental claims, liabilities, damages, fines, penalties, losses or impairments, including, but not limited to, any penalty or fine imposed by any governmental agency and the expense of cleaning up or disposing of any Regulated Substances, as well as any and all reasonable attorneys' fees (collectively, "Environmental Damages") resulting from the use and occupancy or any negligent act or omission of the Permittee Group. Permittee shall not be responsible for any type of Environmental Damages or any environmental conditions that existed before the Effective Date of the first space permit entered into between the parties (or their predecessors), except to the extent the Permittee Group exacerbates any such issue or matter. The indemnities set forth herein Paragraph 25(c) shall survive the termination or expiration of this Permit.

d. **Environmental Protection Procedures.** Permittee shall conduct its operations to meet or exceed requirements set forth in applicable local, state, and federal laws and in accordance with safe and proper industry practices in order to prevent environmental accidents. Such practices include but are not limited to the following:

- (i) Permittee shall at all times protect the drain from spills of Regulated Substances and agrees to instruct all its employees, agents, servants, contractors, subcontractors, invitees, and other representatives in writing regarding such requirement and the proper operation and maintenance of this drainage system, and immediately notify Signature of any discharge;
- (ii) Permittee shall properly label all containers and shall not place or maintain open containers outside of the Space;
- (iii) Permittee shall cover all trash containers placed or maintained outside the Space.

26. Compliance With Laws. Each member of the Signature Group and the Permittee Group shall comply with all prevailing and applicable federal, state and local rules, regulations, orders, and laws of all jurisdictions having authority, including, but not limited to the Airport, FAA, TSA, in which the space is located. Permittee represents and warrants to Signature that Permittee is not a party with whom Signature is prohibited from doing business pursuant to the regulations of the Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury, including those parties named on OFAC's Specially Designated Nationals and Blocked Persons List. Permittee is currently in compliance with, and shall at all times during the Term remain in compliance with, the regulations of OFAC and any other governmental requirements relating thereto. In the event of any violation of this section, Signature shall be entitled to immediately terminate this Permit and take such other actions as are permitted or required to be taken under law or in equity. Permittee represents and warrants that neither Permittee nor any of its subsidiaries, directors, officers, agents, employees, affiliates or other person associated with or acting on Permittee's behalf have (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity or to influence official action; (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; (iii) made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment; or (iv) violated or is in violation of any provision of the U.S. Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder (the "FCPA"); and Permittee has conducted its businesses in compliance with the FCPA and has instituted and maintains policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, compliance therewith. PERMITTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS SIGNATURE FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, RISKS, LIABILITIES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COSTS) INCURRED BY SIGNATURE ARISING FROM OR RELATED TO ANY BREACH OF THE FOREGOING CERTIFICATIONS. These indemnity obligations shall survive the expiration or earlier termination of this Permit. Permittee is subject to Signature's third party vetting and credit evaluation processes. Notwithstanding anything to the contrary herein, in the event that Signature determines in its sole discretion that Permittee has not met Signature's third party vetting or credit evaluation requirements, Signature may terminate this Permit immediately upon notice to Permittee.

27. Brokers. The Parties acknowledge that no broker was in any way involved consummating this Permit and that no conversations or prior negotiations were had with any broker. The indemnities in Paragraph 24, above, shall be applicable to claims by any broker for a brokerage commission arising out of this Permit.

28. Notice. Any notice or demand required under this Permit may be by personal service, courier, recognized overnight delivery service, or United States mail (certified mail/postage prepaid only). Notices served by United States mail are deemed properly delivered effective the third (3rd) business day and personal service, courier service and recognized overnight delivery service are deemed served at the time and date of receipt confirmation provided that such notice is addressed to the Permittee as set forth in the Basic Provisions.

29. Default; Remedies.

a. It shall be considered a "Default" pursuant to this Permit if (i) Permittee fails to make, within fourteen (14) calendar days of the date due (the "Grace Period"), payments of Aggregate Rent or Permittee fails to pay when due, any other amount due, to Signature or its affiliates; (ii) Permittee shall fail to perform any non-monetary covenant herein, and such default shall continue for a period of thirty (30) days or such period of time as otherwise specified in this Permit after receipt of written notice of the default from the non-defaulting Party, provided, however, that if such Default is not reasonably susceptible to cure within such thirty (30) day period, Permittee shall be permitted the reasonable additional time as may be required to pursue, through its best and most diligent efforts, the required corrective action, not to exceed an additional thirty (30) days (this subsection ii shall not apply to Permittee's failure to pay Aggregate Rent or to any Parties failure to comply with federal, state, local, or other law, statute, or regulation); (iii) Permittee shall cease to do business as a going concern; (iv) a petition is filed by or against Permittee under the Bankruptcy Act or any amendment thereto (including a petition for reorganization or an arrangement) or under any other debtor protection laws; (v) Permittee assigns its property for the benefit of creditors; (vi) Permittee assigns, transfers or encumbers this Permit without Signature's express and advance written authorization; or, (vii) there is a seizure of this Permit or the Space or any part thereof, upon execution or by other process of law directed against Permittee, or upon or subject to any creditor's attachment. The Grace Period referenced above with respect to monetary payments shall be revoked without further notice to Permittee in the event Permittee fails more than two (2) times to timely deliver any payment when due (regardless of cure) in any given consecutive twelve (12) month period.

b. In the event of any Default hereunder, Signature shall have the right to pursue any combination of the following remedies: (i) terminate this Permit; (ii) remove the Aircraft and other personal property from the Space and relocate the Aircraft to any location on the ramp upon termination and without notice and Permittee hereby waives any right or claim to recover damages from Signature relating to such towing, removal, and relocation or storage on the ramp; (iii) declare all Aggregate Rent and other amounts payable hereunder for the balance of the Term to be immediately due and payable; (iv) perform any of Permittee's obligations and Permittee shall reimburse Signature for any and all costs and expenses incurred, including attorneys' fees, plus an administrative fee equal to ten percent (10%) of such costs, with a minimum of \$100.00; (v) set off any amounts due to Signature or its affiliates by Permittee or its affiliates against any amounts paid by Permittee hereunder; (vi) enter the Space and proceed to sell, in a commercially reasonable manner, all goods, chattels and personal property found to offset any portion of Aggregate Rent and outstanding additional payments and Permittee shall pay all costs and expenses incurred or chargeable to Signature as a result of such sale; (vii) alter or repair the Space as necessary in order to relet the entire or any part or parts of it either in Signature's name or otherwise on terms at Signature's option which may be less than or greater than the balance of Permittee's Term. No re-entry, alteration, repair or reletting shall be construed as Signature's election to terminate this Permit unless Signature has indicated otherwise. Permittee for Permittee's and Permittee's successors and assigns hereby irrevocably constitutes and appoints Signature as its agent to collect the rents due and to become due under any of Permittee's permit for the Space (or any parts thereof) without in any way affecting Permittee's obligation to pay any unpaid balance of Aggregate Rent due or to become due hereunder. In addition to the foregoing, Signature is entitled to all rights and remedies available to it at law or equity.

c. If either Party institutes an action to enforce its rights under this Permit, the prevailing Party shall be reimbursed by the other Party for its reasonable attorneys' fees in addition to any other recoverable damages.

d. If Signature shall fail to perform or observe any covenant or requirement of this Permit, and such failure continues for a period of thirty (30) days following receipt of written notice from Permittee of such failure (provided that such time period shall be reasonably extended for so long as Signature diligently prosecutes such cure), Permittee shall have the right to terminate this Permit by written notice to Signature.

e. Permittee agrees that any amounts outstanding beyond any grace or cure period set forth in this Permit shall bear interest at the rate of one and one-half percent (1.5%) per month of the delinquent amount, but in no event shall the foregoing exceed the maximum amount allowable by applicable law.

30. Independent Contractor. The relationship between the Parties shall be that of independent contractors for all purposes and in no event shall persons employed or retained by either Party be employees or agents of the other.

31. Force Majeure. Except for the payment of Aggregate Rent and any other sums due hereunder by Permittee, neither Party shall be liable for its failure to perform under this Permit or for any loss, injury, damage or delay of any nature that is caused by any act of God, act of terrorism, act of nature, fire, flood, wind storm, strike, labor dispute, riot, insurrection, war or any other cause beyond either Party's control, providing, however, should the force majeure continue for more than sixty (60) days, either Party may terminate this Permit upon ten (10) days' written notice.

32. Governing Law. This Permit shall be construed, interpreted, and enforced in accordance with the laws of the state in which the Space is located.

33. WAIVER OF JURY TRIAL. THE PARTIES HEREBY WAIVE THEIR RIGHT TO TRIAL BY JURY.

34. Assignment and Subletting. Permittee shall have no right to assign, transfer, mortgage, pledge, hypothecate or encumber this Permit or any interest herein or sublet the Space or any part thereof, or permit the use of the Space by any other party without Signature's prior written consent which may be withheld in its sole discretion. Signature's written consent to such a transaction shall not be deemed a release of Permittee from the obligations of this Permit, unless otherwise stated in writing by Signature. Any such contemplated assignment or subletting may further be subject to advance, written approval by the Authority. The use of the Space by any aircraft other than the Aircraft defined above shall be subject to Signature's prior written approval, which may be withheld in its sole discretion. Any such transactions in violation of the foregoing requirement shall be considered null and void and shall constitute an immediate Default, for which no cure period is available; provided however that the obligations of Permittee hereunder shall remain in full force and effect, including but not limited to the insurance, waiver and indemnification provisions, notwithstanding such a transaction or change of aircraft. For purposes of this section, assignment shall include any transfer of this Permit by merger, consolidation, liquidation, or by operation of law or any other direct or indirect change of control such that ownership of the Permittee or any of its direct or indirect owners change.

35. Fuel Purchases. Unless Permittee occupies Office or Shop Space only, Permittee agrees to purchase reasonable and substantial quantities of fuel from Signature in connection with the operation of the Aircraft based or otherwise operated from the Space in exchange for Signature furnishing Permittee the use of Signature's general aviation terminal facilities and amenities, as well as furnishing other basic and customary Ancillary Services related to the Aircraft based or operated from the Space. Such fuel purchases constitute an integral part of the basis of bargain and material consideration for Signature to enter into this Permit at the rental rates set forth herein.

36. **Aircraft Towing.** Signature shall have the primary responsibility to tow Aircraft at the Airport as one of the Ancillary Services offered by Signature. The Permittee Group agrees not to undertake the towing/repositioning of the Aircraft, except in the event of an emergency. "Emergency" is defined as an unanticipated and sudden event in which the safety, security or integrity of an Aircraft or a person, or their property, is in imminent peril or jeopardy. Permittee shall indemnify, defend and hold harmless the Signature Group from and against any and all damages resulting from towing by Permittee.
37. **Time of Essence.** Time is of the essence in this Permit.
38. **Amendment.** No amendment, modification or alteration of the terms of this Permit shall be binding unless it is in writing and executed by both Parties.
39. **Entire Agreement.** All Exhibits attached hereto are fully incorporated into the terms and conditions of this Permit. This Permit constitutes the entire agreement and all prior correspondence, memoranda, negotiations, or understandings (written or oral) and are merged into and superseded by this Permit, excepting the Parties' joint and several obligations under the Master Lease. This Permit shall be interpreted simply according to the plain meaning of its terms and not strictly for or against with Party regardless of which Party drafted it.
40. **Severability.** If any authority with proper jurisdiction determines that any provision is illegal, unenforceable, or invalid in whole or in part for any reason, all valid and enforceable provisions remain unaffected.
41. **Applicability.** The provisions of Paragraph 22 and Paragraph 24 shall bind Permittee and Signature with respect claims, losses, and damages arising with respect to the Space and all additional services performed by Signature with respect to the Permittee Group and its property (including the Aircraft) throughout the Base and at any other fixed base operation owned, operated, managed or controlled by Signature.
42. **Election of Remedies.** The Parties' rights and remedies are cumulative and in addition to all other rights and remedies at law and equity. No action initiated by either Party shall be construed or interpreted as a sole election of remedies and will in no way diminish, restrict, prejudice or otherwise waive any other rights or remedies.
43. **Authority Consent Required.** Permittee acknowledges that, pursuant to the provisions of the Master Lease, Signature may be required to obtain Authority's written consent to this Permit, and accordingly, if applicable, the obligations, understandings and commitments of the Parties as set forth herein are expressly subject to obtaining such Authority consent.
44. **Estoppel Certificates.** Permittee shall, within fifteen (15) days after any written request from Signature, execute, acknowledge and deliver a statement certifying certain facts regarding this Permit, including but not limited to confirming the effectiveness of this Permit and the status of any defaults thereunder and/or such other matters as Signature may reasonably request. Any such statement may be relied upon by or as may be requested by Signature, its lenders, insurance carriers, auditors, and prospective purchasers. If Permittee shall fail to execute and return such statement within the time required herein, Permittee shall be deemed to have agreed with the matters set forth therein.
45. **Relocation.** Notwithstanding any provision of this Permit to the contrary, Signature shall have the right to temporarily relocate the Aircraft without prior notice to Permittee. Signature shall have the option to permanently relocate the Space upon thirty (30) days' prior written notice to Permittee and at Signature's sole cost and expense. In the event Permittee objects to such permanent relocation, Permittee may elect to terminate this Permit by written notice delivered to Signature within fifteen (15) days of receipt of the foregoing notice from Signature with such termination effective upon the thirtieth (30th) day following said notice from Signature. In addition to the foregoing, Signature shall have the right, but not the obligation, to relocate any Aircraft which is not airworthy from the Space to another portion of the Base in Signature's sole discretion.
46. **Non-Waiver.** No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Permit shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
47. **No Waste.** Permittee shall not commit any waste upon the Space, or any nuisance or act which may disturb the quiet enjoyment of any other tenant of the Base.
48. **Inclement Weather.** Permittee confirms that Permittee assumes all risk that the Aircraft may be damaged or destroyed by the effects of inclement weather (hereinafter, a "Storm"). Signature makes no warranties or representations of any kind that the Aircraft can be protected from the effects of a Storm. Permittee agrees to hold harmless, release and defend Signature and the Signature Group from any and all Damages arising out of any effects of a Storm. Permittee shall be solely responsible for any such losses or it will look solely to its insurance coverage. Permittee waives all rights of subrogation for itself and its insurance carriers.

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ITEM 7.F

2026 Event and Festival Series Calendar

Request

Approval of 2026 Event and Festival Series Calendar

Explanation

The 2026 Event & Festival Calendar represents a vibrant and diverse series of cultural and historical celebrations held at the Kissimmee Lakefront Park and Downtown Kissimmee. The series is comprised of:

- Nine (9) festivals provided by the Parks and Recreation Events & Venues Division, including: Martin Luther King Unity Festival, Kissimmee Art in the Park, Kowtown, Taste of Kissimmee, PrideFest Kissimmee, Juneteenth, Monumental Fourth of July, Fandom, and Festival of Lights.
- Four (4) events produced by third-party organizations that have qualified as Signature Events include: Caribbean Fusion, Viva Osceola, Boo on Broadway, and Kissimmee/Orlando Japan Festival.
- One (1) additional event: Veterans Parade — this parade is produced by Osceola County Veterans Council (OCVC) between St. Cloud and Kissimmee every other year. St. Cloud recently announced it will host its own Veterans Day event. Therefore, the OCVC will work with the City of Kissimmee to provide an annual parade and celebration beginning in 11/2026.

The complete Event and Festival Series Calendar, with brief descriptions of each, is in the attachment. The month for each event/festival is confirmed, and the specific date and time are subject to change.

Recommendation

Approval of 2026 Event and Festival Series Calendar

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Parks & Recreation

Presenter:

Attachment(s):

1. 2026 Festival Event Series



2026 Festival & Event Series

Dr. Martin Luther King Jr. Unity Festival

Saturday, January 17, 2026

Kissimmee Lakefront Park – Festival Lawn

Celebrate the enduring legacy of Dr. Martin Luther King Jr. at Kissimmee's inspiring annual Unity Festival. This vibrant event honors Dr. King's powerful message of unity, diversity, and goodwill through soul-stirring live music, dynamic stage performances, and the beautiful Unity Garden featuring original children's artwork that reflects his timeless ideals.

Join the community for a day filled with celebration, creativity, and connection as we come together to honor Dr. King's vision and continue spreading his message of hope and harmony.

Kissimmee Art in the Park

Friday, February 13, 2026

Kissimmee Lakefront Park - Ruby Plaza

Enjoy a romantic evening under the stars at Art in the Park, held at beautiful Kissimmee Lakefront Park. This vibrant event showcases local art of all kinds, from paintings and crafts to live art installations. Perfect for a couple's night out, the evening features live music, delicious food, and refreshing drinks in a scenic lakeside setting. Come out and experience art, culture, and community right in the heart of Kissimmee.

Kowtown Festival

Saturday, March 21, 2026

Kissimmee Lakefront Park – Festival Lawn

Celebrate Kissimmee's 143rd birthday with us at the annual Kowtown Festival. An event dedicated to honoring our city's rich history and vibrant community. This isn't just a celebration; it's your celebration!

Enjoy live music from beloved local artists, explore unique vendor booths, and indulge in tasty treats from a variety of food trucks. Bring the whole family for exciting fun in the KUA Kid's Power Zone, and don't miss out on a slice of birthday cake for everyone!



20256 Festival & Event Series

Caribbean Fusion

Sunday April 27, 2026

Kissimmee Lakefront Park – Festival Lawn

Produced by the Caribbean and Floridian Association, Inc., the highly anticipated *Caribbean Fusion Festival* is an annual celebration bursting with vibrant music, colorful art, and authentic Caribbean cuisine. Enjoy a variety of multicultural entertainment on the main stage, making this festival a fun-filled experience for everyone.

Join us for a lively day of culture, flavor, and community spirit!

Taste of Kissimmee

Friday, May 8, 2026

Kissimmee Lakefront Park - Ruby Plaza

Get ready for a flavorful journey at *Taste of Kissimmee*! This exciting event brings together locals and visitors to enjoy a delicious variety of dishes from the city's top eateries. But it's more than just food; it's a celebration of Kissimmee's vibrant community, featuring diverse business showcases, cultural highlights, and nonstop entertainment.

Whether you're a foodie or looking for family fun, there's something here for everyone. Join us as we celebrate Kissimmee's dynamic culture, one bite at a time.

PrideFest Kissimmee

Saturday, May 30, 2026

Kissimmee Lakefront Park-

Kickoff pride month at PrideFest Kissimmee, a colorful and lively celebration of the local LGBTQ+ Community and their incredible contributions. This event is all about fostering awareness, inclusivity, and unity! Enjoy electrifying performances, engaging activities, and a diverse array of vendors offering unique finds. Whether you are here to celebrate, support, or connect, PrideFest Kissimmee is a space for everyone to shine. Let's come together to honor love, pride, and the beautiful diversity of our community.



2026 Festival & Event Series

Juneteenth Festival

Saturday, June 13, 2026

Kissimmee Lakefront Park

The Juneteenth Festival is a community celebration honoring the annual commemoration of the end of slavery in the United States. This family-friendly event is a joyful tribute to African American culture and heritage. Experience the sounds of live music, savor mouthwatering food, and explore unique crafts from local vendors. Kids will also have a blast in the KUA Kids Power Zone, making it a perfect day for everyone. Come together with our community to celebrate freedom, unity, and culture at this meaningful event.

Monumental Fourth of July

Saturday, July 4, 2026

Kissimmee Lakefront Park – Festival, Lighthouse, and Veterans Lawn

Join the Kissimmee community as we celebrate 250 years of Independence at our biggest and most exciting Independence Day bash yet! The *Monumental 4th of July Celebration* is packed with family-friendly fun, featuring a live concert on the Festival Lawn, thrilling activities for kids in the KUA Kids Power Zone on the Veterans Lawn, and delicious food trucks lining Lakeview Drive.

Cap off the night with the spectacular Monumental Fireworks lighting up the skies over Lake Tohopekaliga! Bring your family, friends, and patriotic spirit for an unforgettable evening of music, food, and dazzling fireworks as we honor 250 years of freedom together.

Fandom Kissimmee

Saturday, September 12, 2026

Kissimmee Lakefront Park

Get ready to geek out at Fandom Kissimmee, the ultimate celebration of all the fandoms you know and love! Whether you're into TV, comics, film, sci-fi, anime, or beyond, there is something here for every fan. Explore a variety of vendors, meet talented stars, and connect with local artists and authors showcasing their incredible creations. Don't forget to come dressed as your favorite character or just bring your enthusiasm- this is the perfect event to immerse yourself in the magic of fandoms. Don't miss out.



2026 Festival & Event Series

Viva Osceola

Sunday, October 4, 2026

Kissimmee Lakefront Park – Festival Lawn

Organized by the Osceola Chamber of Commerce, Osceola County's premier Latin Festival, a celebration of culture, community, and entertainment! Enjoy live performances, delicious Latin-inspired food, and exciting games and activities for the whole family. Produced by The Osceola Chamber, this event highlights local businesses and provides a unique platform for non-profits to engage with thousands of residents. Don't miss out on this unforgettable day of fun, food, and connection—celebrating the rich Latin heritage of our community!

Boo! On Broadway

Friday, October 30, 2026

Historic Downtown Kissimmee

Boo! On Broadway is a family-friendly event that is fun for all ages! Boo! brings safe, community trick or treating for all to enjoy along with music, performances, and surprises. Brought to you by Kissimmee Mainstreet. Boo! On Broadway provides a platform for residents to celebrate and engage with local businesses and vendors.

Veterans Day Parade and Celebration

Saturday, November 7, 2026

Kissimmee Lakefront Park

Join us as we honor and celebrate the brave men and women who have served our country at the Veterans Day Parade and Celebration in Kissimmee. Honor the brave men and women who have served our country with a parade through our historic downtown, followed by a celebration in the park. Experience a day of pride, patriotism, and remembrance. An opportunity to reflect, show gratitude, and support our veterans, making this a meaningful event for all ages.



2026 Festival & Event Series

Kissimmee/Orlando Japan Festival

Sunday, November 8, 2026

Kissimmee Lakefront Park – Veteran Lawn & Ruby Plaza

This festival, organized by the Japan Association of Orlando, showcases a wide variety of Japanese performing arts, attractions, and vendor booths and has grown to be one of the largest Asian cultural events in the area produced by the Japan Association of Orlando. The proceeds from the Festival help support local organizations and individuals in their endeavors to further the excellence of Japanese visual and performing arts, culture, and education.

Festival of Lights

Saturday, December 13, 2026

Historic Downtown Kissimmee

Celebrate with us for the City of Kissimmee's beloved annual winter holiday celebration! This magical event features a dazzling parade with illuminated floats from community, businesses, and youth groups, lighting up the streets with holiday cheer. Before the parade, head to the Holiday Festival for free crafts, delicious snacks, and chance to meet Santa, Mrs. Claus, and their cheerful elves. Bring your family and friends to celebrate the season in true Kissimmee Style. It's a holiday tradition you do not want to miss!

ITEM 7.G

Projects to be Carried Forward to FY 2025-2026

Request

Request approval to increase the FY 2025-2026 budget to continue funding certain projects that were approved in prior years.

Explanation

Attached is a listing of projects that are being recommended for carryover to the FY2025-2026 budget. To expedite the carry forward process, staff has prepared the carry forward schedule based upon expenditures and transfers posted as of September 30, 2025. As such, staff requests Commission approval to carry forward the projects/accounts in an amount not to exceed the final adjusted balance at September 30, 2025.

After all accruals and budget transfers have been posted after the year-end, these amounts will be adjusted, if necessary. The projects/accounts that are being carried forward took longer than twelve months to complete or were delayed for some other reason. Most of these are capital projects; however, a few items are budgeted in other accounts. The carry forward of the funds in the projects and accounts listed was anticipated during preparation of the budget and will not adversely affect reserves for the current budget year.

Recommendation

Approval to carryover funds not to exceed the final adjusted balance for the projects/accounts on the attached list.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Finance

Presenter:

Attachment(s):

1. Final List of Carryforwards 2025

CITY OF KISSIMMEE
PROJECTS TO BE CARRIED FORWARD TO FY 2025-26

PROJECT	PROJECT TITLE	ACCOUNT	OBJECT	REQUESTED CARRYOVER NOT TO EXCEED
CM2509	Convention Center/Hotel	00110106	506292	7,400,000
CM2501	Large Commercial Drone	00110406	506494	15,000
DS2402	504 Canterbury Lane	00125106	506292	149,125
PD2337	K9	00130206	506393	15,500
PD2500	Evidence Refrigerator	00130206	506494	6,500
PD2505	Vehicle (16)	00130206	506495	70,547
FD2500	3/4 Ton Pick-up Truck	00135106	506495	25,937
FD2502	Sport Utility Vehicle	00135106	506495	8,119
FD2408	Ceiling Breach Machine	00135206	506494	8,000
FD2411	Commercial Washer/Extractor	00135206	506494	12,200
FD2419	SCBA Cascade and Fill Station	00135206	506494	40,000
FD2421	Rescue Strut Kit	00135206	506494	45,000
FD2422	Extrication Tool System (4)	00135206	506494	45,000
FD2424	Rugged Portable Radio (6)	00135206	506494	48,000
FD2427	Cargo Trailer	00135206	506495	7,000
FD2506	Multi Force Equipment Kit	00135206	506494	45,000
FD2507	Commercial Washer/Extractor	00135206	506494	12,200
FD2508	Rugged Portable Radio (6)	00135206	506494	48,000
FD2510	Self Contained Breathing Apparatus	00135206	506494	60,900
FD2511	Self Contained Breathing Apparatus	00135206	506494	85,000
FD2512	High Pressure Double Tall Lift Bag	00135206	506494	15,000
FD2515	Combination Hydraulic Rescue Tool	00135206	506494	15,000
FD2524	Airpack (2)	00135206	506494	14,000
PW2501	3/4 Ton Pick-up Truck	00145206	506495	7,708
PW2408	TRAFFIC BUILDING RENOVATIONS	00145406	506292	118,790
UCFCGTI	Tree Inventory	00150203	503434	7,500
UCFHRG	Oak Street Medians Hurrica recovery	00150203	504646	12,500
PR2308	Backstop/Fence Repair	00150206	506393	18,509
PR2500	Basketball Court Fencing/Safety Net	00150206	506393	29,500
PR2515	Dually Pick-up Truck	00150206	506495	60,000
PR2516	Small Dump Truck	00150206	506495	91,684
PR2519	Digital Sign Board	00150306	506393	37,000
PR2520	Storage Shed	00150406	506393	9,865
PR2521	Chambers Park Safety Fence	00150406	506393	9,000
DS2206	Permitting Service Center	03240106	506292	13,243
DS2206	Permitting Service Center	10140103	504347	9,510
BD2501	Building Division Remodel	10140106	506292	120,132
DS2206	Permitting Service Center	10140106	506292	35,147
GT2212	Thacker Avenue/Patrick Street Traff	10345406	506393	600,600
GT2301	Controller w/Communication(2)	10345406	506494	8,000
GT2302	Traffic Counter	10345406	506494	12,000
GT2303	Cabinet/Controller 8 Phase	10345406	506494	15,735
GT2304	Data Line Connection	10345406	506494	25,000
GT2306	Traffic Signal Detection Syst (4)	10345406	506494	140,000
GT2400	Armstrong at Columbia Traffic	10345406	506393	150,000
GT2401	Neptune Road Improvements	10345406	506393	185,000
GT2402	Data Line Connection	10345406	506494	25,000
GT2404	Detection System (4)	10345406	506494	140,000
GT2500	Data Line Connection	10345406	506393	25,000
GT2502	Traffic Signal Detection System (4)	10345406	506494	140,000
GT2313	Harbin Parking Lot Modification	10345656	506393	87,398
GT2408	Mann Street Extension Project	10345656	506393	174,044
GT2409	W Oak St Intersection Improv	10345656	506393	217,788
GT2410	Connect Kissimmee Side St Imp	10345656	506393	485,571
GT2505	City of Kissimmee Dirt Roads	10345656	506393	500,000
GT2506	Hill Street Sidewalk Improvements	10345656	506393	240,295
GT2508	Connect Kissimmee Side Street Impro	10345656	506393	500,000
GT2509	Mann Street Extension Project	10345656	506393	170,260
GT2510	West Oak Street Intersection Improv	10345656	506393	746,062
GT2511	Columbia Avenue Improvements	10345656	506393	400,000

CITY OF KISSIMMEE
PROJECTS TO BE CARRIED FORWARD TO FY 2025-26

PROJECT	PROJECT TITLE	ACCOUNT	OBJECT	REQUESTED CARRYOVER NOT TO EXCEED
SSEM002Q	Cloud Migration Cameras	10410703	505255	5,320
ST2500	Police Headquarters Renovation	10430106	506292	402,881
ST2301	Pavilion-Pub Safety Train Ctr	10435106	506292	389,219
ST2400	Fire Station - Mill Run	10435106	506292	211,115
ST2418	Fire Station Prototype Design	10435106	506292	26,000
ST2421	Property Acquisition - Thacker Ave	10435106	506191	206,953
ST2501	City Emergency Communications Cente	10435106	506292	393,669
ST2503	Rescue	10435206	506495	26,346
ST2517	SCBAs for Reserve Units	10435206	506494	45,407
ST2306	ADA Compliance Program	10445206	506393	34,534
ST2306	ADA Compliance Program	10445206	506393	114,963
ST2306	ADA Compliance Program	10445206	506393	415,027
ST2403	Neighborhood Improvement Prg	10445206	506393	18,934
ST2404	ADA Compliance Program	10445206	506393	370,000
ST2504	Neighborhood Improvement Program	10445206	506393	150,000
ST2505	ADA Compliance Program	10445206	506393	500,000
ST2506	Denn John at Mill Slough Traffic Si	10445206	506393	150,000
ST2011	Traffic Signal: Oak/Central	10445406	506393	80,656
ST2020	Signal Broadway/Main/Neptune	10445406	506393	73,951
ST2308	Burner System	10445406	506494	80,000
ST2407	Ball Pk/Dyer Traffic Signal	10445406	506393	10,000
ST2117	Berlinsky Community House	10445606	506292	15,000
ST2117	Berlinsky Community House	10445606	506393	415,700
ST2117	Berlinsky Community House	10445606	506292	1,309,514
ST2215	RUBA PARK LATRINE REPLACEMENT	10445606	506393	14,291
EECBG24	Energy Efficiency and Conservation	10450106	506393	23,670
ST2014	Lancaster Ranch Park	10450106	506393	142,101
ST2313	Lancaster Ranch Park	10450106	506393	25,901
ST2411	Lancaster Ranch Park	10450106	506393	310,275
ST2516	Lancaster Ranch Phase 1B	10450106	506393	15,399
ST2414	Back Office Licensing	10460106	506393	46,758
ST2508	Geographic Information Systems Impl	10460106	506393	32,972
ST2509	Wide Area Network	10460106	506393	106,658
ST2510	Wide Area Network	10460106	506494	367,472
ST2512	Back Office Licensing	10460106	506898	18,765
RI2002	Lancaster Ranch Park	10550706	506393	8,576
RI2300	SCRT Land Acquisition	10550706	506191	249,244
RI2301	SCRT Trail Construction	10550706	506393	100,000
ST2516	Lancaster Ranch Phase 1B	10550706	506393	132,884
CR2400	Mann Street Construction	10622206	506393	200,000
CR2401	Connect Kissimmee Side St Imp	10622206	506393	223,698
CR2500	Connect Kissimmee Side Street Impro	10622206	506393	3,000,000
CR2502	Mann Street Project	10622206	506393	250,000
CR2301	Mann St Land Acquisitn&Const	10625506	506191	200,000
CR2506	Landscape Grant FDOT for VSCRA	10722203	503434	185,500
CR2403	Columbia Avenue improvements	10722206	506393	100,000
CR2503	Legacy Project	10722206	506393	477,673
CR2504	Columbia Avenue Improvements	10722206	506393	400,000
CR2505	Central Avenue Project	10722206	506393	450,000
CR2304	Land Acquisition - Columbia	10725506	506191	110,000
CR2204	PIONEER PROJECT INCENTIVE PRO	10725508	508282	300,000
MF2400	Hoagland Blvd:US192/Carroll	10945656	506393	500,000
MF2500	Hoagland Boulevard: US 192/Carroll	10945656	506393	500,000
ST2407	Ball Pk/Dyer Traffic Signal	35545206	506393	77,629
CM2322	Future Land Acquisitions	35910106	506191	173,383
DS2213	Beaumont Project	35925506	506393	299,172
ST2500	Police Headquarters Renovation	35930106	506292	1,000,000
ST2425	Bond Proceeds - Public Safety	35990706	506494	297,051
PD2511	Evidence & Forensics Facility	36030406	506292	20,000
PD2511	Evidence & Forensics Facility	36030406	506292	227,264

CITY OF KISSIMMEE
PROJECTS TO BE CARRIED FORWARD TO FY 2025-26

PROJECT	PROJECT TITLE	ACCOUNT	OBJECT	REQUESTED CARRYOVER NOT TO EXCEED
PD2511	Evidence & Forensics Facility	36030406	506292	387,000
PD2511	Evidence & Forensics Facility	36030406	506292	2,750,000
PD2512	Emergency Operations Complex	36030406	506292	1,992,000
PD2512	Emergency Operations Complex	36030406	506292	8,471,524
FD2527	Fire Station #5 at Mark Durbin Park	36035106	506292	207,000
FD2527	Fire Station #5 at Mark Durbin Park	36035106	506292	269,200
FD2527	Fire Station #5 at Mark Durbin Park	36035106	506292	1,437,187
FD2527	Fire Station #5 at Mark Durbin Park	36035106	506292	11,000,000
FD2528	Fire Station #2 at Mill Run Park	36035106	506292	11,882
FD2528	Fire Station #2 at Mill Run Park	36035106	506292	28,000
FD2528	Fire Station #2 at Mill Run Park	36035106	506292	1,437,187
FD2528	Fire Station #2 at Mill Run Park	36035106	506292	10,884,813
CS2500	City Hall Renovations	36045606	506292	65,500
CS2500	City Hall Renovations	36045606	506292	175,000
CS2517	City Hall Elevator Replacement	36045606	506292	700,000
CS2519	Central Svcs Roof (Multiply Bldgs)	36045606	506393	510,000
CS2520	Vehicle Wash Facility	36045606	506292	350,000
CS2522	City Hall Fire Alarm Replacement	36045606	506393	140,000
PW2509	Road Resurfacing Project	36045656	506393	5,479,200
PR2522	Durbin Community Center & Park	36050406	506292	10,000
PR2522	Durbin Community Center & Park	36050406	506292	350,732
PR2522	Durbin Community Center & Park	36050406	506292	612,000
PR2522	Durbin Community Center & Park	36050406	506292	8,143,500
AP2506	Parcel 8 Construction	36070106	506393	500,000
CM2507	Future Bond Projects	36090706	506292	175,018
PW2510	Woodside Drainage ILA	40945206	506393	7,714,000
SW1827	Woodside Drainage Improvements	40945206	506393	87,746
SW1914	Mill Slough Restoration	40945206	506393	1,320,269
SW2304	Data Collection System	40945206	506494	6,800
SW2307	Stage Meter (2)	40945206	506494	10,835
SW2315	Bermuda Estate Drainage Improv	40945206	506393	46,069
SW2412	Mill Run Pond Outfall Improvements	40945206	506393	7,853
SW2501	Mill Pond Improvement	40945206	506393	700,000
SW2502	Woodside Drainage Improvement	40945206	506393	1,725,210
SW2503	Velocity Meter	40945206	506494	8,927
SW2504	Water Quality Logger	40945206	506494	8,600
SW2505	1/2 Ton Pick-up Truck	40945206	506495	21,877
SW2319	Flooring	40945506	506393	33,900
SW2321	Roof	40945506	506393	41,000
SW2506	Slip-line Program	40945506	506393	798,759
SW2507	Excavator	40945506	506494	14,794
AP2302	Air Traffic Ctl Tower	46170106	506393	13,580
AP2305	Taxiway D Design	46170106	506393	72,390
AP2400	Taxiway D - Design	46170106	506393	8,943
AP2500	Parcel 8 Development - Construction	46170106	506393	1,418,800
AP2502	Taxiway D (Extension) Design Phase	46170106	506393	11,000
AP2503	Maintenance 4X4 Crew Cab Vehicle w	46170106	506494	41,050
CS2260	Police Department Roof Replacement	56045606	506393	157,800
CS2314	City Hall Elevators	56045606	506393	40,000
CS2400	Restrooms and Storage Building	56045606	506292	100,000
CS2401	Park Operations Facility Bldg	56045606	506292	420,292
CS2407	HVAC System	56045606	506393	90,000
CS2408	Water Pump	56045606	506393	100,000
CS2410	Gutter	56045606	506393	56,532
CS2412	AHU and Condensing Units (8)	56045606	506393	350,000
CS2413	A/C and Ventilation System	56045606	506494	22,500
CS2415	Chiller	56045606	506494	500,000
CS2500	City Hall Renovations	56045606	506292	24,920
CS2501	Rose Hill Cemetery Office Roof	56045606	506393	20,000
CS2502	Fire Station 14 LED Bay Lights	56045606	506393	15,000

CITY OF KISSIMMEE
PROJECTS TO BE CARRIED FORWARD TO FY 2025-26

PROJECT	PROJECT TITLE	ACCOUNT	OBJECT	REQUESTED CARRYOVER NOT TO EXCEED
CS2503	Kissimmee Police Station undergroun	56045606	506393	30,000
CS2504	Fire Station 14 underground septic	56045606	506393	15,000
CS2505	Chambers Park Community Center Fron	56045606	506393	10,000
CS2506	Training Facility HVAC Control Syst	56045606	506494	65,000
CS2507	Fire Station 11 HVAC Equipment Repl	56045606	506494	271,990
CS2508	Fire Station 13 Bay door motors	56045606	506494	30,000
CS2518	F.S HVAC Eng. & Const. Plan	56045606	506393	13,395
CS2518	F.S HVAC Eng. & Const. Plan	56045606	506393	14,120
CS2323	Shop Awning	56045706	506393	170,000
CS2417	Vehicle Lift	56045706	506494	12,000
CS2511	A/C Leak Detection Tool and Scanner	56045706	506494	7,500
CS2513	Air Compressor	56045706	506494	8,500
CS2514	Flatbed Tow Truck	56045706	506495	5,587
GRANS TOTAL PROJECTS				102,539,672

Operating Accounts

Other Contract Services	00101103	503434	10,000
Professional Services	00105103	503131	392,000
Advertising	00115103	504901	37,676
Other Contract Services	00120103	503434	327,600
Training	00120103	505555	24,370
Professional Services	00125103	503131	80,085
Other Contract Services	00125103	503434	225,000
Professional Services	10345203	503131	66,773
Subscription-Based Software	10460103	505456	97,372
Professional Services	56060103	503131	48,000
GRAND TOTAL OPERATING			1,308,876

ITEM 7.H

Acceptance of Sidewalk Easement for Osceola Village Center tracts 1 through 3

Request

Approval to accept and record a non-exclusive sidewalk easement granted by Osceola-Kissimmee Development IV, LLC. over tracts 1 thru 3 of Osceola Village Center Commercial and Apartment for public sidewalk purposes. (Contract #: 20260057)

Explanation

Osceola-Kissimmee Development IV, LLC. owns property within tracts 1 thru 3 of Osceola Village Center Commercial and Apartment, a subdivision recorded in Plat Book 36, Pages 35–38, of the Public Records of Osceola County, Florida. The City has been granted a perpetual, non-exclusive easement for public sidewalk purposes, including related customary improvements, like curb, gutter, and bike path, as described in Exhibit A.

This easement lies along the southeast side of South John Young Parkway within the Osceola Village Center Commercial and Apartments frontage, tracts 1 thru 3.

Recommendation

Approval to accept the sidewalk easement from Osceola-Kissimmee Development IV, LLC. and direct the City Clerk to record the instrument in the Public Records of Osceola County.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. (S) Executed Sidewalk Easement
2. Osceola Village Center Sidewalk Easement Tract 1-3 Vicinity Map

Prepared by:
Stephen V. Hoffman, Esq.
Olive Judd, P.A.
2426 East Las Olas Boulevard
Fort Lauderdale, Florida 33301

SIDEWALK EASEMENT

THIS SIDEWALK EASEMENT, made the 4th day of November, 2025, between OSCEOLA-KISSIMMEE DEVELOPMENT IV, LLC, a Florida limited liability company, whose address is 1315 South International Parkway, Suite 1101, Lake Mary, Florida 32746 (hereinafter referred to as "Grantor"); and THE CITY OF KISSIMMEE, FLORIDA, a Florida municipal corporation, whose address is 101 Church Street, Suite 110, Kissimmee, FL 34741 (hereinafter referred to as "Grantee").

WITNESSETH

WHEREAS, Grantor is the owner of fee simple title in and to Tracts 1, 2 and 3, OSCEOLA VILLAGE CENTER COMMERCIAL AND APARTMENT, according to the plat thereof, as recorded in Plat Book 36, Page 35, of the public records of Osceola County, Florida ("Grantor's Property"); and,

WHEREAS, Grantor has agreed to grant to Grantee non-exclusive easements for public sidewalk purposes over, under, and upon the Grantor's Property as described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Easement Property"); and

NOW THEREFORE, in consideration of the sum of Ten and 00/100 U.S. Dollars (\$10.00), the mutual covenants, representations and agreements contained in this Sidewalk Easement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. **Incorporation of Recitals.** The recitals to this Sidewalk Easement and the exhibits referred to therein are true and correct and are hereby incorporated into and made a part of this Sidewalk Easement.
2. **Grant of Sidewalk Easement.** Subject to the terms and conditions hereinafter provided, Grantor hereby grants and conveys to Grantee, its agents, invitees and licensees and successors, in perpetuity, the non-exclusive right, privilege and easement, now and hereafter, to construct, improve, reconstruct, replace, inspect, repair, maintain, and use for public sidewalk purposes, including related and customary uses of sidewalk right-of-way such as curb and gutter, bike path, in, upon and across the Easement Property.
3. **Grant of Additional Easements.** This Easement shall in no way restrict the right of Grantor to grant other easements or make other uses of Easement Property so long as such other grants and uses are not materially inconsistent with the rights granted hereunder.

4. **Miscellaneous Provisions.**

A. **Assigns.** This Easement shall be binding upon and inure to the benefit of the parties hereto, their respective representatives, successors and assigns.

B. **Amendment.** This Easement may not be amended, modified, altered or changed in any respect except by further agreement in writing duly executed by the parties hereto.

C. **Severability.** If any of the provisions of this Easement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Easement and the application of such provision to the persons or situations other than those as to which it shall have been invalid or unenforceable, shall not be affected thereby and shall continue to be valid and be in force to the fullest extent permitted by law.

D. **Captions.** The Easement headings and captions contained in this Easement are for convenience and reference only and in no way define, limit, or describe the scope of the intent of this Agreement.

E. **Construction.** All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the party or parties may require.

F. **Exercise of Rights.** Notwithstanding anything herein to the contrary, any rights granted hereunder shall be exercised so as to avoid and/or minimize interference with the use and operation of the surrounding property owned by the Grantor.

G. **Applicable Law.** The validity of this Easement and all of its terms and provisions, as well as rights and duties of the parties hereunder, shall be interpreted and construed in accordance with the laws of the State of Florida.

H. **Covenants Running with the Land.** It is intended that the terms, covenants and conditions set forth in this Easement shall be construed as both covenants and conditions and that they shall run with the Easement Property and be affirmatively enforceable, and shall continue to be easements and covenants benefitting, binding, and running with the land.

I. **No Waiver.** The waiver of any default in the performance of any term, covenant or condition of this Agreement shall not be deemed a waiver of any subsequent default in the performance of the same term, provision, or covenant, or any other term, provision or covenant of this Agreement.

J. **Indemnity.** Grantee hereby indemnifies and agrees to hold Grantor harmless from and against any loss, cost, damage, or expense, including all claims for death or injury to persons or damage to property, and including, without limitation, attorneys' fees and court costs, which may be suffered or incurred by the other parties and which may arise out of or in connection

with, by reason of the actions of or the failure to take action by Grantee, or the negligence or misconduct of Grantee, its agents, representatives, contractors or employees, in the conduct of the construction or maintenance performed by Grantee and any action taken by Grantee pursuant to the terms of this Easement.

K. **Insurance.** Grantee shall keep and maintain at all times during the term of this Easement, at such party's sole expense, a comprehensive public liability and property damage insurance policy insuring both parties with coverage in an amount of not less than \$1,000,000. Grantee shall, upon the request of any other party, furnish a certificate or such other evidence of such insurance as may reasonably be requested by Grantor.

L. **Default.** Upon the failure of either party to comply with such party's obligations under the terms of this Easement, the non-defaulting party shall deliver notice to the defaulting party, and if such default is not cured within thirty (30) days after receipt of such written notice (or such longer period of time provided that the defaulting party is diligently prosecuting the cure of the default) the other party shall be entitled to commence an action against such defaulting party for any relief allowed by law, including, without limitation, money damages, injunctive relief, or any combination thereof. In any such action, the prevailing party shall be entitled to recover its costs and attorneys' fees. Notwithstanding any provision herein to the contrary, in no event shall either party be liable for consequential, punitive or speculative damages.

M. **Grant of Easement Only.** The parties are not hereby conveying any land or title thereto but merely are granting the rights and easements hereinabove set forth. The parties reserve all right, title, interest and privilege in and to their respective properties for all purposes not inconsistent with the easements and uses described in this Easement.

N. **No Mortgages.** Grantor represents that no superior deeds of trust, mortgages, or liens (other than property tax liens for the current tax year or governmental improvement assessment liens) encumber or affect the Easement Property at the time of the execution and recording of this Sidewalk Easement.

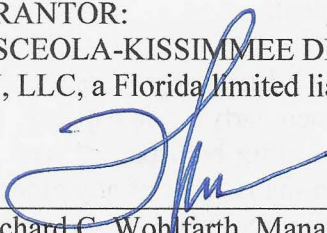
O. **Owner.** Grantor covenants that it is vested of the Easement Property in fee simple, that the Easement Property is free from encumbrances except as herein stated or subordinated herein, and that Grantor will warrant and defend such title to the same against claims of all persons. This Sidewalk Easement shall not divest the Grantor of any rights or interests in the Easement Property not herein mentioned.

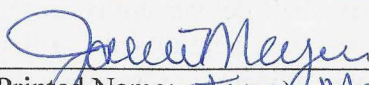
IN WITNESS WHEREOF, the said Grantor hereunto sets its hand and seal the day and year first written above.

Witnesses:

GRANTOR:
OSCEOLA-KISSIMMEE DEVELOPMENT
IV, LLC, a Florida limited liability company


Printed Name: Chris Meyers
Address: 1040 Courtland Blvd.
Deltona, FL 32738


Richard C. Wohlfarth, Manager

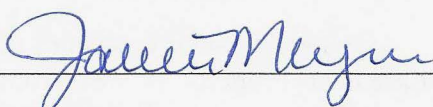

Printed Name: Jamie Meyers
Address: 1040 Courtland Blvd.
Deltona, FL 32738

STATE OF FLORIDA

COUNTY OF SEMINOLE

The foregoing Sidewalk Easement was acknowledged before me this 23rd day of October, 2025, by means of physical presence [] or remote notarization [] by Richard C. Wohlfarth, as Manager of OSCEOLA-KISSIMMEE DEVELOPMENT IV, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me and he acknowledged before me that he had the authority to and did execute same.

NOTARY PUBLIC:

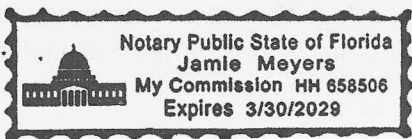


(Signature)

Jamie Meyers

(Print or Type Name)

State of Florida at Large
Commission No. 658506
My Commission Expires: 3/30/2029



(SEAL)

CITY OF KISSIMMEE

By: _____
Mayor

Date: _____

ATTEST:

Tameara Crespo, City Clerk

Approved as to form and legal sufficiency:

Olga Sanchez de Fuentes, City Attorney



**WOHLFARTH CONSULTING
GROUP LLC**
ENGINEERS, PLANNERS

246 N. WESTMONTE DRIVE
ALTAMONTE SPRINGS, FLORIDA 32714
(407) 750-3123

EXHIBIT A

CERTIFICATE OF AUTHORIZATION NO. LB8214

SKETCH AND DESCRIPTION ONLY (NOT A SURVEY)

TRACT 1 (SIDEWALK EASEMENT)

DESCRIPTION:

Tract 1, OSCEOLA VILLAGE CENTER COMMERCIAL AND APARTMENT, according to the plat thereof as recorded in Plat Book 36, Pages 35 through 38, inclusive, of the Public Records of Osceola County, Florida.

Containing 0.286 acres (12,465 square feet), more or less.

Said lands are situated lying and being in the City of Kissimmee, Osceola County, Florida,

NOTES:

1. UNLESS IT BEARS THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED BY WOHLFARTH CONSULTING GROUP LLC FOR EASEMENTS AND RIGHTS-OF-WAY OF RECORD.
3. DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS AND DOES NOT CONSTITUTE A FIELD SURVEY.
4. BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE (0901) NORTH AMERICAN DATUM OF 1983, 2007 ADJUSTMENT. THE EAST RIGHT-OF-WAY LINE OF STATE ROAD 600 HAVING A GRID BEARING OF NORTH 42°20'43" EAST.

5. WOHLFARTH CONSULTING GROUP LLC CERTIFICATE OF AUTHORIZATION NO. LB 8214 IS ISSUED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES.

PROJECT NAME: OSCEOLA VILLAGE CENTER
LOCATION: City of Kissimmee, Osceola County, Florida

CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT IT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.

FOR THE FIRM
WOHLFARTH CONSULTING
GROUP, LLC:

WILSON E. WAY, P.S.M.
PROFESSIONAL SURVEYOR and MAPPER #2885 STATE OF FLORIDA

DATE: 5/13/25	DRAWN BY BF	CHECKED BY WW	FIELD BOOK N/A
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D:\Yates Koger\Legals\Tract 1 - Sidewalk Easement.dwg

SHEET 1 OF 2

A-34

PROJECT NO.

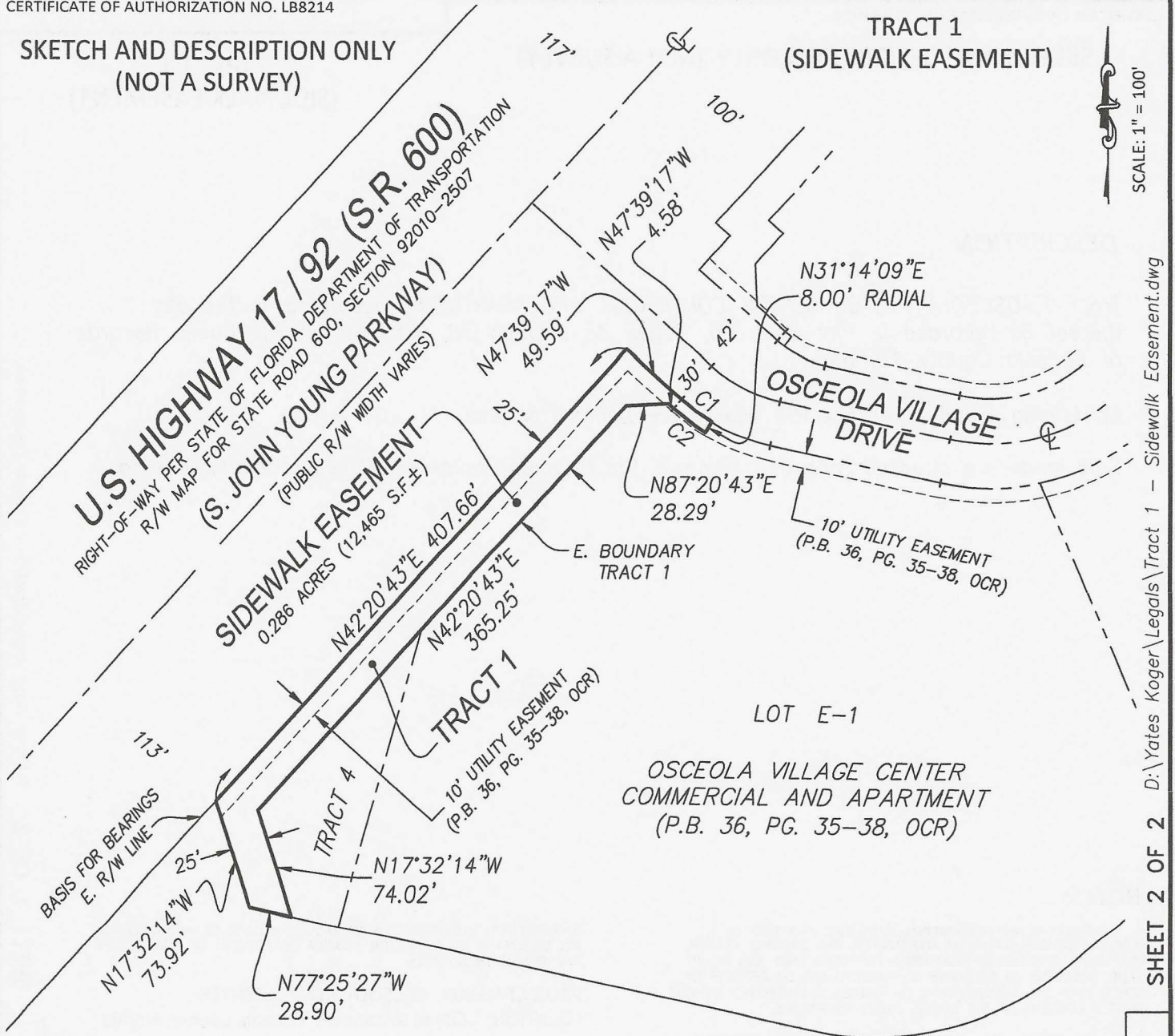


WOHLFARTH CONSULTING
GROUP LLC
ENGINEERS, PLANNERS

246 N. WESTMONTE DRIVE
ALTAMONTE SPRINGS, FLORIDA 32714
(407) 750-3123

CERTIFICATE OF AUTHORIZATION NO. LB8214

SKETCH AND DESCRIPTION ONLY
(NOT A SURVEY)



LEGEND

CL = CENTERLINE
OCR = OSCEOLA COUNTY RECORDS
O.R.B. = OFFICIAL RECORDS BOOK
POB = POINT OF BEGINNING
P.B. = PLAT BOOK
PG. = PAGE
R/W = RIGHT-OF-WAY
S.F. = SQUARE FEET
S.R. = STATE ROAD
± = MORE OR LESS

NOT PLATTED
LANDS CONVEYED TO THE BOARD OF
TRUSTEES OF THE INTERNAL IMPROVEMENT
TRUST FUND OF THE STATE OF FLORIDA
O.R.B. 5336, PG. 1230, O.C.R.

Curve Table			
Curve #	Radius	Delta	Length
C1	130.00'	11°06'34"	25.21'
C2	138.00'	11°06'34"	26.76'

REVISIONS	DATE	BY	DATE	DRAWN BY	CHECKED BY	FIELD BOOK
			5/13/25	BF	WW	N/A

SCALE: 1" = 100'

SHEET 2 OF 2 D:\Yates Koger\Legals\Tract 1 - Sidewalk Easement.dwg

PROJECT NO. A-34



**WOHLFARTH CONSULTING
GROUP LLC**
ENGINEERS, PLANNERS

246 N. WESTMONTE DRIVE
ALTAMONTE SPRINGS, FLORIDA 32714
(407) 750-3123

CERTIFICATE OF AUTHORIZATION NO. LB8214

SKETCH AND DESCRIPTION ONLY (NOT A SURVEY)**TRACT 2
(SIDEWALK EASEMENT)****DESCRIPTION:**

Tract 2, OSCEOLA VILLAGE CENTER COMMERCIAL AND APARTMENT, according to the plat thereof as recorded in Plat Book 36, Pages 35 through 38, inclusive, of the Public Records of Osceola County, Florida, described as follows:

Containing 0.453 acres (19,727 square feet), more or less.

Said lands are situated lying and being in the City of Kissimmee, Osceola County, Florida,

NOTES:

1. UNLESS IT BEARS THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

2. LANDS SHOWN HEREON WERE NOT ABSTRACTED BY WOHLFARTH CONSULTING GROUP LLC FOR EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

3. DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS AND DOES NOT CONSTITUTE A FIELD SURVEY.

4. BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE (0901) NORTH AMERICAN DATUM OF 1983, 2007 ADJUSTMENT. THE EAST RIGHT-OF-WAY LINE OF STATE ROAD 600 HAVING A GRID BEARING OF NORTH 42°20'43" EAST.

5. WOHLFARTH CONSULTING GROUP LLC CERTIFICATE OF AUTHORIZATION NO. LB 8214 IS ISSUED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES.

PROJECT NAME: OSCEOLA VILLAGE CENTER

LOCATION: City of Kissimmee, Osceola County, Florida

CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT IT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.

FOR THE FIRM
WOHLFARTH CONSULTING
GROUP, LLC:

WILSON E. WAY, P.S.M.
PROFESSIONAL SURVEYOR and MAPPER #2885 STATE OF FLORIDA

REVISIONS	DATE	BY	DATE	DRAWN BY	CHECKED BY	FIELD BOOK
			5/13/25	BF	WW	N/A

D:\Yates Koger\Legals\Tract 2 - Sidewalk Easement.dwg

SHEET 1 OF 2

A-34

PROJECT NO.



**WOHLFARTH CONSULTING
GROUP LLC**
ENGINEERS, PLANNERS

246 N. WESTMONTE DRIVE
ALTAMONTE SPRINGS, FLORIDA 32714
(407) 750-3123

CERTIFICATE OF AUTHORIZATION NO. LB8214

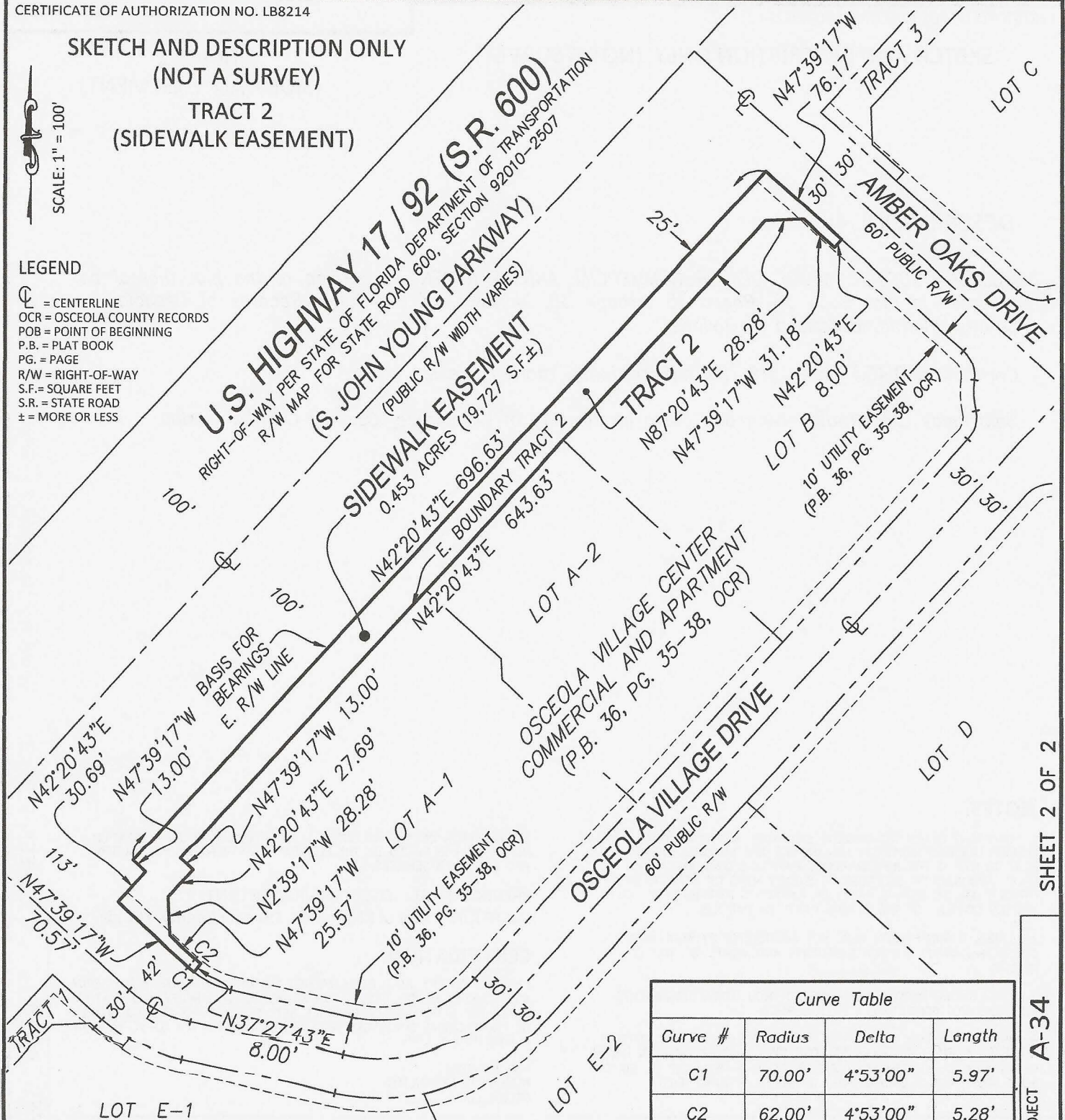
**SKETCH AND DESCRIPTION ONLY
(NOT A SURVEY)**

**TRACT 2
(SIDEWALK EASEMENT)**

SCALE: 1" = 100'

LEGEND

CL = CENTERLINE
OCR = OSCEOLA COUNTY RECORDS
POB = POINT OF BEGINNING
P.B. = PLAT BOOK
PG. = PAGE
R/W = RIGHT-OF-WAY
S.F. = SQUARE FEET
S.R. = STATE ROAD
± = MORE OR LESS



Curve Table			
Curve #	Radius	Delta	Length
C1	70.00'	4°53'00"	5.97'
C2	62.00'	4°53'00"	5.28'

REVISIONS	DATE	BY	DATE	DRAWN BY	CHECKED BY	FIELD BOOK
			5/13/25	BF	WW	N/A

SHEET 2 OF 2

A-34

PROJECT NO.

BUSINESS NO. 32108



**WOHLFARTH CONSULTING
GROUP LLC**
ENGINEERS, PLANNERS

246 N. WESTMONTE DRIVE
ALTAMONTE SPRINGS, FLORIDA 32714
(407) 750-3123

CERTIFICATE OF AUTHORIZATION NO. LB8214

SKETCH AND DESCRIPTION ONLY (NOT A SURVEY)

**TRACT 3
(SIDEWALK EASEMENT)**

DESCRIPTION:

Tract 3, OSCEOLA VILLAGE CENTER COMMERCIAL AND APARTMENT, according to the plat thereof as recorded in Plat Book 36, Pages 35 through 38, inclusive, of the Public Records of Osceola County, Florida.

Containing 0.207 acres (9,011 square feet), more or less.

Said lands are situated lying and being in the City of Kissimmee, Osceola County, Florida.

NOTES:

1. UNLESS IT BEARS THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

2. LANDS SHOWN HEREON WERE NOT ABSTRACTED BY WOHLFARTH CONSULTING GROUP LLC FOR EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

3. DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS AND DOES NOT CONSTITUTE A FIELD SURVEY.

4. BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE (0901) NORTH AMERICAN DATUM OF 1983, 2007 ADJUSTMENT. THE EAST RIGHT-OF-WAY LINE OF STATE ROAD 600 HAVING A GRID BEARING OF NORTH 42°20'43" EAST.

5. WOHLFARTH CONSULTING GROUP LLC CERTIFICATE OF AUTHORIZATION NO. LB 8214 IS ISSUED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES.

PROJECT NAME: OSCEOLA VILLAGE CENTER

LOCATION: City of Kissimmee, Osceola County, Florida

CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT IT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.

FOR THE FIRM
WOHLFARTH CONSULTING
GROUP, LLC:

REVISIONS	DATE	BY	WILSON E. WAY, P.S.M. PROFESSIONAL SURVEYOR and MAPPER #2885 STATE OF FLORIDA			
			DATE: 5/15/25	DRAWN BY BF	CHECKED BY WW	FIELD BOOK N/A

D:\Yates Koger\Legals\Tract 3 - SIDEWALK.dwg

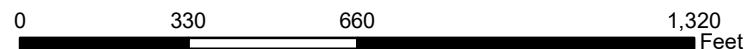
SHEET 1 OF 2

PROJECT NO. A-34



Osceola Village Center Sidewalk Easement (Tracts 1-3)

Date Generated: 9/2/2025



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

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

ITEM 7.I

Easement and maintenance agreement – Pinnacle at the Wesleyan (The Cove)

Request

Approval to accept the Easement and Maintenance Agreement granted by PINNACLE AT THE WESLEYAN, LLC. tracts B and C of Shingle Creek Plaza, consistent with site plan approval for Pinnacle at the Wesleyan. (Contract #: 20260058)

Explanation

PINNACLE AT THE WESLEYAN, LLC. owns Lot 3 within Shingle Creek Plaza (Plat Book 7, Page 2, Public Records of Osceola County). As part of site plan approval for the Pinnacle at the Wesleyan multifamily development (aka “The Cove”) (DRC# 21-00090), the developer installed paving, sidewalk, and landscaping within adjacent City-owned Tracts B and C.

The City has negotiated and received an Easement and Maintenance Agreement granting a non-exclusive maintenance easement over the maintenance easement area, as described in legal description and sketch, as shown on exhibit B. The Grantee will be responsible for ongoing maintenance of the permitted improvements. The agreement will be recorded following Commission approval.

Recommendation

Approval to accept and record the Easement and Maintenance Agreement granted by PINNACLE AT THE WESLEYAN, LLC. over Tracts B and C of Shingle Creek Plaza, and authorization for the Mayor to execute and the City Clerk to attest and record the agreement.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. (S) Pinnacle at the Wesleyan - Easement and Maintenance Agreement
2. Pinnacle at the Wesleyan - Easement and Maintenance Agreement_Vicinity Map

This Instrument Prepared By and Return To:

Robert Cheng, Esquire
Shutts & Bowen LLP
200 S. Biscayne Blvd., Suite 400
Miami, Florida 33131

EASEMENT AND MAINTENANCE AGREEMENT

THIS EASEMENT AND MAINTENANCE AGREEMENT (this “**Agreement**”) is made effective as of November 4, 2025, by and between **THE CITY OF KISSIMMEE**, a municipal corporation of the State of Florida (“**Grantor**”) and **PINNACLE AT THE WESLEYAN, LLC**, a Florida limited liability company (the “**Grantee**”).

WHEREAS, Grantor is the owner of that certain real property described in **EXHIBIT “A”** attached hereto (the “**Grantor’s Property**”). As used herein, the “**Maintenance Easement Area**” shall refer to that portion of the Grantor’s Property described as the “**Maintenance Easement**” in **EXHIBIT “B”** attached hereto.

WHEREAS, Grantee is the owner of that certain real property described in **EXHIBIT “C”** attached hereto (the “**Grantee’s Property**”) which is adjacent to Grantor’s Property; and

WHEREAS, in satisfaction of certain requirements under the approvals issued by Grantor in connection with the development of Grantee’s Property under DRC-21-0090 for the Pinnacle at Wesleyan development (the “**Project**”), Grantor desires to grant to Grantee an easement over the Maintenance Easement Area for the purposes set forth in this Agreement.

NOW THEREFORE, in consideration of the sum of Ten and 00/100 Dollars (\$10.00), the covenants contained in the Contract, the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Grant of Easements.** Grantor does hereby grant to Grantee and its contractors a perpetual, non-exclusive easement over, upon, across, and through the Maintenance Easement Area for the purpose of maintaining and repairing the improvements and landscaping located within the Maintenance Easement Area.

2. **Reservations.** Grantor reserves unto itself the right and privilege to use and occupy and to grant to others the right to use and occupy the surface and sub surface of, and the airspace over, the land subject to the Easement, for such uses and purposes which shall not be inconsistent with the easements described in this instrument; provided, however, such reservation shall not otherwise reduce, impair or derogate in any manner the easement rights of Grantee to use of Grantor’s Property pursuant to dedications created by the Plat of Shingle Creek Plaza recorded in Plat Book 7, Page 2 of the Official Public Records of Osceola County, Florida.

3. **Use by Grantee.**

3.1 Grantor and Grantee acknowledge and agree that in connection with Grantee's development of the Project, Grantee installed paving, sidewalks and landscaping within the Maintenance Easement Area (the "**Improvements**"). Grantee shall maintain the Improvements in a good and workmanlike manner and in accordance with all applicable laws, ordinances, rules, regulations, permits, and approvals, it being understood and agreed that Grantee's maintenance obligations under this Agreement apply only with respect to the Improvements as initially installed by Grantee, and Grantee shall have no obligation to maintain any improvements made to the Maintenance Easement Area by Grantor or any other party.

3.2 Grantor's interest in the Grantor's Property shall not be subject to liens arising from work performed by Grantee, and Grantee shall cause any such lien imposed against the any portion of the Grantor's Property to be discharged of record or properly transferred to a bond within 15 days after receipt of written notice. Should Grantee fail to discharge any liens or transfer them to a bond as required above, Grantor may, at its option, and without notice to Grantee, discharge any such liens by payment, bonding, or otherwise and Grantee shall promptly reimburse Grantor for all costs and expenses incurred by Grantor in connection therewith, including reasonably attorneys' fees and costs, upon demand.

4. **Indemnification.** Grantee shall indemnify, defend, and hold Grantor harmless from and against any and all claim, right, cause of action, loss, or liability (including reasonable attorneys' fees and costs) arising out of the use of the Easement or the actions or omissions of Grantee, its employees, agents, and contractors, in connection with this Agreement, to the extent not attributable to the acts or omissions of Grantor, or any of its employees, agents, contractors, invitees, or guests.

5. **Insurance.**

5.1 Grantee shall obtain and keep in full force and effect commercial general liability insurance, including contractual liability, on an occurrence basis, in the minimum amounts of \$1 million per occurrence, \$2 million general aggregate (the "**Policy**"), and providing primary coverage to the Grantor employees. The foregoing insurance may be provided through a blanket insurance policy, and the aggregate limit of the liability insurance may be effectuated through obtaining excess liability insurance, complying with the requirements of **Section 5.2**.

5.2 The Policy shall be written with insurance companies and shall have coverage limits acceptable to Grantor and having a policyholder rating of at least "A-" and a financial size category of at least "Class XII" as rated in the most recent edition of "Best's Key Rating Guide" for insurance companies. The Policy shall name the Grantor as an additional insured and require prior notice of cancellation to be delivered in writing to Grantor within the time period applicable to the first named insured.

5.3 Any contractors performing work in the Maintenance Easement Area on behalf of Grantee shall carry commercial general liability insurance written on an occurrence basis in the minimum amounts of \$1 million per occurrence, \$2 million general aggregate, with an

endorsement designating the Grantor as an additional insured, which shall be primary over any of Grantor's insurance.

6. **As-Is.** Grantee accepts the land subject to the Easements "as-is," "where-is," and "with all faults," and acknowledges and agrees that no representations, statements or warranties, express or implied, have been made by or on behalf of Grantor in respect thereof.

7. **Limitation of Liability.**

7.1 The rights granted herein and the use of the Easement by the parties permitted hereunder shall be at the sole risk of such users and Grantor shall not have any liability in connection therewith except to the extent caused by the acts or omissions of Grantor or its Grantor, or any of its directors, officers, members, employees, agents, contractors, invitees, or guests.

7.2 In no event shall Grantor or Grantee's partners, shareholders, members, owners, officers, directors, managers, employees, agents, or affiliates have any liability for any claim or matter arising out of or relating to this Agreement, whether based on contract, common law, statute, equity, or otherwise.

8. **Notices.** All notices, consents, approvals, waivers and elections which Grantor or the Grantee shall be required or shall desire to make or give under this Agreement shall be in writing and shall be sufficiently made or given only when delivered in person, sent by recognized overnight courier, or mailed by certified mail, return receipt requested, addressed as follows:

As to Grantor: City Hall
101 Church Street, Suite _____
Kissimmee, Florida 34741
Attn: _____

With a copy to: _____

As to Grantee: 9100 S. Dadeland Boulevard, Suite 700
Miami, Florida 33156
Attn: David O. Deutch

With a copy to: Shutts & Bowen LLP
200 South Biscayne Boulevard
Suite 4100
Miami, Florida 33131
Attn: Robert Cheng, Esq.

Notice given by hand delivery shall be deemed received on the date delivered if delivered on a business day during business hours, otherwise it shall be deemed delivered on the next

business day. Notice given by certified mail, return receipt requested, postage pre-paid, shall be deemed delivered three days following the date mailed. Notice sent by recognized overnight courier (such as Federal Express) shall be deemed received on the next business day. Any notice refused shall be deemed to be accepted on the earlier of the time frame set forth in this notice provision or when actually refused. Counsel may give notice on behalf of the parties. Grantor and Grantee may modify their respective notice information by providing ten (10) days' prior written notice to the other.

9. **Attorneys' Fees; Liability.** The prevailing party in any litigation involving this Agreement shall be entitled to recover from the non-prevailing party all reasonable attorneys' fees and costs incurred in connection with such litigation, whether at arbitration, on appeal or otherwise. The owners of the Grantor's Property or Grantee's Property, respectively, shall only be liable for violations of this Agreement that occur or remain uncorrected during their respective periods of ownership.

10. **Covenants Running with the Land; Binding Effect.** This Agreement, and the covenants, promises and agreements created herein, shall burden and run with the land subject to the Easements and shall be appurtenant to and run with the Grantee's Property. This Agreement shall inure to the benefit of and be binding upon the Grantor and Grantee and their respective successors in title to their respective properties described herein.

11. **Severability.** If any clause, sentence, or other portion of the Agreement shall become illegal, null, or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portions thereof shall remain in full force and effect.

12. **Amendment.** This Agreement may only be amended by written agreement of the parties hereto, or their respective successors or assigns.

13. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

14. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue and jurisdiction for any dispute arising under this Agreement shall be exclusively in the courts located in Osceola County, Florida.

15. **Entire Agreement.** This Agreement contains the entire agreement between the Grantor and Grantee relating to matters addressed herein.

16. **WAIVER OF JURY TRIAL.** THE PARTIES HERETO HEREBY EACH WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM INSTITUTED BY ANY PARTY AGAINST ANOTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE EASEMENTS GRANTED HEREUNDER.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Grantor and Grantees have caused these presents to be executed on the day and year first above written.

Signed, sealed, and delivered in the presence of:

CITY OF KISSIMMEE

By: _____
Mayor

Date: _____

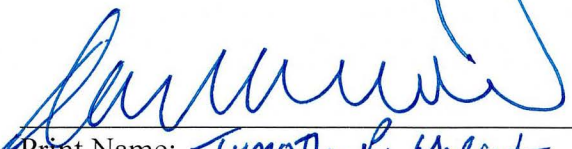
ATTEST:

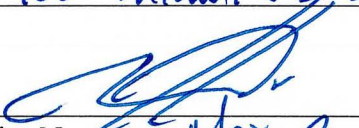
Tameara Crespo, City Clerk

Approved as to form and legal sufficiency:

Olga Sanchez de Fuentes, City Attorney

Signed, sealed, and delivered in the presence of:


Print Name: Timothy P. Wheat
Address: 9100 S. Dadeland Blvd
#700 Miami FL 33156


Print Name: Max Cruz
Address: 9100 S. Dadeland Blvd #700
Miami, FL 33156

GRANTEE:

PINNACLE AT THE WESLEYAN, LLC,
a Florida limited liability company

By: **PC WESLEYAN, LLC**, a Florida
limited liability company, its
Authorized Member

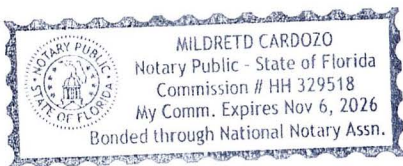
By: 
Name: David O. Deutch, President

STATE OF FLORIDA

COUNTY OF ~~OSCEOLA~~ Miami-Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization, this 9th day of October, 2025, by David O. Deutch, as President of
PINNACLE AT THE WESLEYAN, LLC, a Florida limited liability company, who ☒ is
personally known to me or ☐ has produced _____ as identification.

[OFFICIAL NOTARIAL SEAL]




Print Name: Mildred Cardozo
Notary Public, State of Florida
My Commission Number: HH329518
My Commission Expires: Nov 06, 2026

EXHIBIT “A”

LEGAL DESCRIPTION OF THE GRANTOR’S PROPERTY

Tract B and C, SHINGLE CREEK PLAZA, according to the Plat thereof, recorded in Plat Book 7, Page 2, of the Public Records of Osceola County, Florida

EXHIBIT "B"

SKETCH AND LEGAL DESCRIPTION OF THE MAINTENANCE EASEMENT AREA

(See Attached)

SKETCH AND DESCRIPTION

(THIS IS NOT A SURVEY)

CITY MAINTENANCE AGREEMENT
TRACT "C" & PORTION OF TRACT "B"
SHINGLE CREEK PLAZA
OSCEOLA COUNTY, FLORIDA

LEGAL DESCRIPTION

TRACT "C" AND A PORTION OF TRACT "B", SHINGLE CREEK PLAZA, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 7, PAGES 2 AND 3 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF TRACT "C", SHINGLE CREEK PLAZA, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 7, PAGES 2 AND 3 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY OF SAID TRACT "C" RUN THE FOLLOWING FOUR (4) COURSES AND DISTANCES: (1) RUN S 89°31'11" W, A DISTANCE OF 60.00 FEET; (2) THENCE RUN S 00°21'29" E, A DISTANCE OF 9.94 FEET (3) TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET, AN INCLUDED ANGLE OF 42°50'00", A CHORD BEARING OF S 21°03'31" W AND A CHORD DISTANCE OF 18.26 FEET, RUN 18.69 FEET ALONG THE ARC OF SAID CURVE (4) TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 50.00 FEET, AN INCLUDED ANGLE OF 95°36'24", A CHORD BEARING OF S 05°19'41" E AND A CHORD DISTANCE OF 74.08 FEET, RUN 83.43 FEET ALONG THE ARC OF SAID CURVE TO A POINT ON THE WEST LINE OF A 60.00 FOOT WIDE DRAINAGE, UTILITY AND ACCESS EASEMENT ACCORDING TO SAID PLAT OF SHINGLE CREEK PLAZA; THENCE ALONG SAID WEST LINE RUN S 00°18'30" E, A DISTANCE OF 222.49 FEET; THENCE DEPARTING SAID WEST LINE RUN N 89°41'30" E, A DISTANCE OF 60.00 FEET TO A POINT ON THE WEST LINE OF LOT 3, SAID SHINGLE CREEK PLAZA; THENCE RUN THE FOLLOWING FOUR (4) COURSES AND DISTANCES ALONG SAID WEST LINE: (1) RUN N 00°18'30" W, A DISTANCE OF 222.16 FEET (2) TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 50.00 FEET, AN INCLUDED ANGLE OF 96°19'09", A CHORD BEARING OF N 04°58'04" E AND A CHORD DISTANCE OF 74.50 FEET, RUN 84.05 FEET ALONG THE ARC OF SAID CURVE (3) TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, AN INCLUDED ANGLE OF 42°51'00", A CHORD BEARING OF N 21°46'11" W AND A CHORD DISTANCE OF 18.26 FEET, RUN 18.70 FEET ALONG THE ARC OF SAID CURVE TO A POINT OF TANGENCY; (4) THENCE RUN N 00°21'29" W, A DISTANCE OF 10.06 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.497 ACRES, MORE OR LESS.

SURVEYOR'S NOTES

- 1) NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- 2) THE LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD BY THIS FIRM.
- 3) BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE. (NAD 83, 2007 ADJUSTMENT) AS DETERMINED FROM GLOBAL POSITIONING SYSTEM (GPS).

SEE SHEET 2 FOR SKETCH
07/24/2025
SHEET 1 OF 2

PROJECT: 24038

PREPARED BY:

I CERTIFY THAT THIS MEETS OR EXCEEDS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472, FLORIDA STATUTES.

DAVID M. McDERMOTT
FLORIDA REGISTERED SURVEYOR AND MAPPER CERTIFICATE No. 4779

Associated Land Surveying & Mapping, Inc.

1681 POWELL STREET, LONGWOOD, FLORIDA 32750
PH (407) 869-5002, FAX (407) 869-8393
CERTIFICATE OF AUTHORIZATION # LB 6767

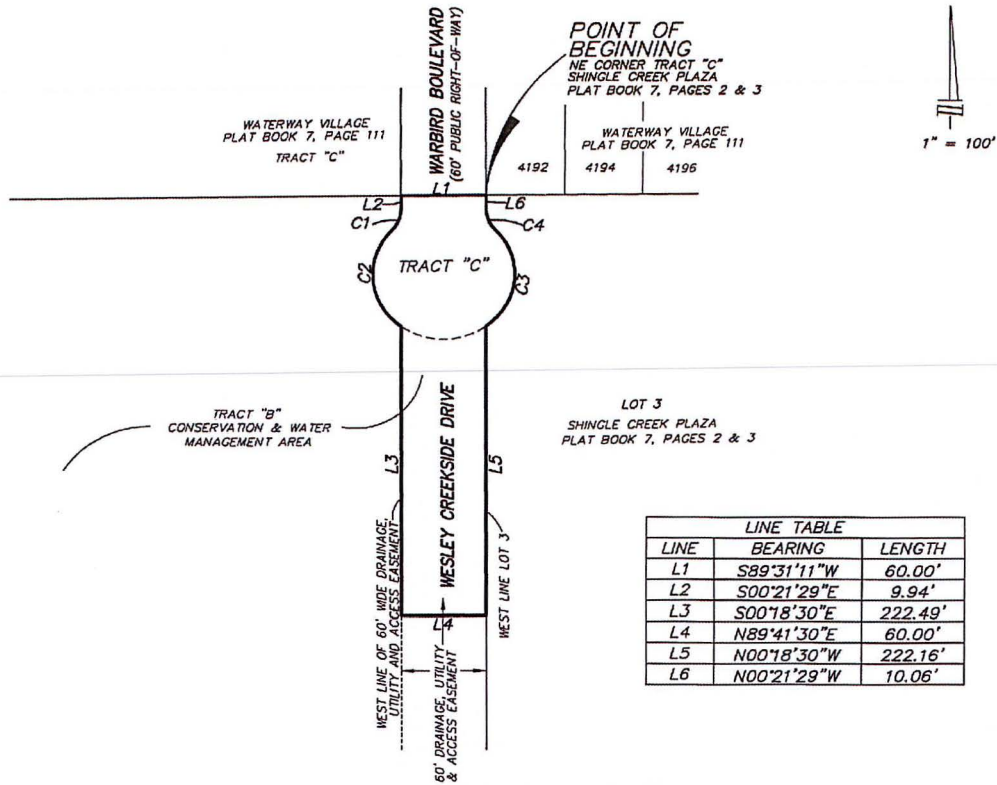
SKETCH AND DESCRIPTION

(THIS IS NOT A SURVEY)

CITY MAINTENANCE AGREEMENT

TRACT "C" & PORTION OF TRACT "B"

SHINGLE CREEK PLAZA
OSCEOLA COUNTY, FLORIDA



POINT OF BEGINNING
NE CORNER TRACT "C"
SHINGLE CREEK PLAZA
PLAT BOOK 7, PAGES 2 & 3



LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°31'11"W	60.00'
L2	S00°21'29"E	9.94'
L3	S00°18'30"E	222.49'
L4	N89°41'30"E	60.00'
L5	N00°18'30"W	222.16'
L6	N00°21'29"W	10.06'

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	42°50'00"	25.00'	18.69'	S21°03'31"W	18.26'
C2	95°36'24"	50.00'	83.43'	S05°19'41"E	74.08'
C3	96°19'09"	50.00'	84.05'	N04°58'04"E	74.50'
C4	42°51'00"	25.00'	18.70'	N21°46'11"W	18.26'

SEE SHEET 1 FOR DESCRIPTION
07/24/2025
SHEET 2 OF 2

PROJECT: 24038

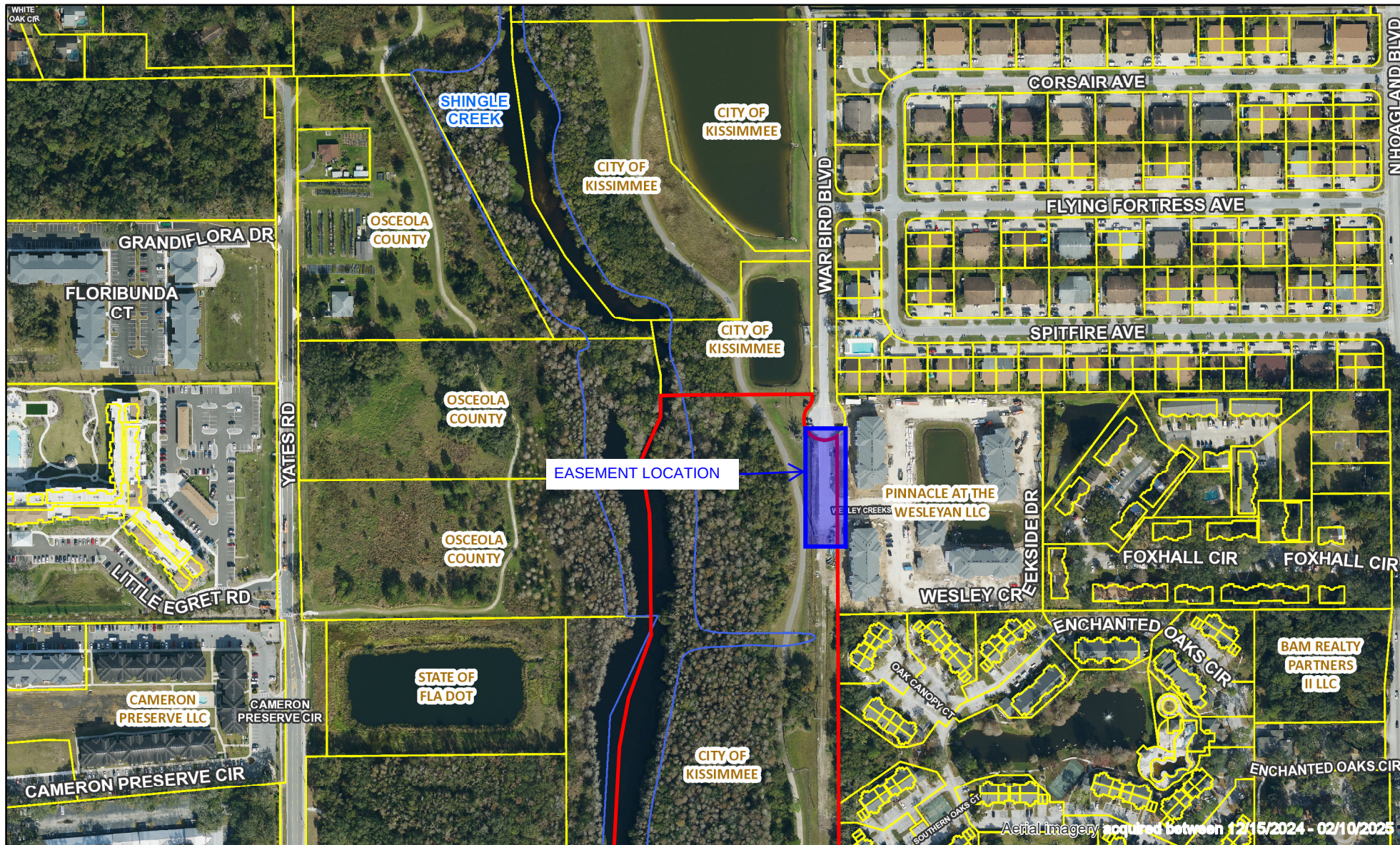
**Associated Land Surveying
& Mapping, Inc.**

1681 POWELL STREET, LONGWOOD, FLORIDA 32750
PH (407) 869-5002, FAX (407) 869-8393
CERTIFICATE OF AUTHORIZATION # LB 6767

EXHIBIT "C"

LEGAL DESCRIPTION OF GRANTEE'S PROPERTY

Lot 3, SHINGLE CREEK PLAZA, according to the Plat thereof, recorded in Plat Book 7, Page 2, of the Public Records of Osceola County, Florida



Pinnacle Easement and Maintenance Agreement (DRC# 21-00090)

Date Generated: 9/25/2025

0 330 660 1,320 Feet



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

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

ITEM 7.J

Approval of agreements with Municipal Equipment Company, LLC, Ten-8 Fire & Safety, LLC, and Bennett Fire Products Company, LLC

Request

Approval and signing of agreements with Municipal Equipment Company, LLC (contract #20260061), Ten-8 Fire & Safety, LLC (contract #20260062), and Bennett Fire Products Company, LLC (contract #20260063), for the purchase of firefighting tools, equipment, and PPE.

Explanation

Staff has identified a benefit in entering into a piggyback agreement with Lake County Government for Municipal Equipment Company, LLC, Ten-8 Fire & Safety, LLC, and Bennett Fire Products Company, LLC, to purchase firefighting tools, equipment, and PPE. These agreements have been reviewed and approved by our legal department.

Recommendation

Approval and signing of agreements with Municipal Equipment Company, LLC, Ten-8 Fire & Safety, LLC, and Bennett Fire Products Company, LLC, for the purchase of firefighting tools, equipment, and PPE.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Fire

Presenter:

Attachment(s):

1. (S) Municipal Equipment Contract
2. (S) Ten-8 Fire Contract
3. (S) Bennett Fire Products Contract

**AGREEMENT BETWEEN
THE CITY OF KISSIMMEE AND
MUNICIPAL EQUIPMENT COMPANY, LLC**

THIS AGREEMENT is made 23 day of October, 2025 by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741, hereinafter "**City**" and **MUNICIPAL EQUIPMENT COMPANY, LLC**, a Florida Limited Liability Company, whose address is 408 Bif Court, Orlando, FL 32809, hereinafter "**Vendor**," collectively hereinafter referred to as "**Parties**" and individually referred to as a "**Party**," and each represents as follows:

WITNESSETH

WHEREAS, the City needs to purchase various gear for the Fire Department from time to time, and

WHEREAS, Chapter 287, Florida Statutes, grants government entities the authority to purchase goods and services as a form of inter-governmental cooperative purchasing in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.); and

WHEREAS, the City's Purchasing Manual allows the City to "purchase directly from Federal, State, County, School Board, or Utility Authority contracts or another city's contracts and from cooperative purchasing agreements;" and

WHEREAS, Lake County, Florida entered into Contract Number 22-730H with Vendor on August 1, 2022 (hereinafter the "Master Agreement") following a competitive bidding and selection process, Invitation to Bid # 22-730; and

WHEREAS, the term of the Master Agreement has been extended by the parties thereto until July 31, 2027; and

WHEREAS, the Master Contract allows other governmental agencies to make purchases in accordance with the terms of Master Contract and Vendor consents to allowing City to purchase various gear for the Fire Department as further described in the Master Agreement which is attached hereto and incorporated herein, according to the terms of the Master Agreement; and

WHEREAS, City has determined that the specifications in the solicitation by Lake County, Florida are similar in nature to the various gear for the Fire Department needed by the City, and therefore it is economically advantageous and in the best interest of the City to enter into a cooperative purchase contract with Vendor; and

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

- 1. RECITALS.** The foregoing recitals are true and correct and incorporated herein.

2. **THE CONTRACT DOCUMENTS.** The contract documents consist of this Agreement, the Master Agreement, which is attached hereto as Exhibit A, a Human Trafficking Affidavit, which is attached hereto as Exhibit B, and any subsequent duly executed amendments to any of the aforementioned documents. These contract documents form the Agreement, and all are incorporated herein as if set forth in full. In the event of a conflict between the aforementioned documents, any duly executed amendment to this Agreement will control, followed by this Agreement, Exhibit A, and Exhibit B, in that order.

Upon execution of this Agreement, all references made to the "Lake County, Florida," County," or "Board of County Commissioners" in Exhibit A will be interpreted as pertaining to the City of Kissimmee and City of Kissimmee Commissioners, all references made to "Bidder," "Offeror," "Contractor," or "Vendor" in Exhibit A will be interpreted as pertaining to Vendor and all terms and conditions of Exhibit A not inconsistent with this Agreement, are deemed as having been implemented for use within the City of Kissimmee. It is understood that wherever the words "Lake County, Florida," County," or "Board of County Commissioners" appear, they will be read as "City of Kissimmee," "City," and "City of Kissimmee Commissioners" and wherever the word "Bidder," "Offeror," "Contractor," or "Vendor" appears, it will be read as "Vendor."

3. **TERM.** The term of this Agreement shall begin upon execution of both parties and continue through July 31, 2027.
4. **ORDER.** Vendor agrees to provide to City the products listed in Attachment 2B – Pricing Sheet of the Master Agreement according to the terms of this Agreement upon issuance of a purchase order by the City which specifies the products and in which quantity the City is ordering.
5. **PAYMENT.** Upon review and approval of Vendor's invoice and verification that products and services have been rendered in conformity with this Agreement, the City shall pay Vendor in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Vendor shall not apply any late charges, interest or penalties to any invoice or charges for services until forty-five (45) days from the City's receipt of the invoice.
6. **GOVERNING LAW.** The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. Venue for any cause of action asserted by any party brought in State Court shall be in Osceola County. Venue for any action brought in Federal court shall be in the Middle District of Florida, Orlando Division.
7. **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.

8. **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.
9. **NOTICE.** Any and all notices required to be furnished to City under this Agreement shall be in writing and either hand delivered or, if sent by U.S. Mail or overnight delivery shall be addressed as follows:

**City of Kissimmee
James Walls
Chief
Kissimmee Fire Department
101 N. Church Street
Kissimmee, FL 34741**

10. **PUBLIC RECORDS.** The Vendor 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 Vendor shall keep and maintain public records required by the City to perform the service.

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

- a. If the City's Custodian of Records requests records from the Vendor, the Vendor shall provide the City's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost charged by the City of Kissimmee, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- b. The Vendor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Vendor does not transfer the records to the City.
- c. Upon completion of the contract, the Vendor shall transfer, at no cost, to the City all public records in possession of the Vendor or keep and maintain public records required by the City to perform the service. If the Vendor transfers all public records to the City upon completion of the Contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

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

- d. Upon notice to the Vendor of a request to inspect or copy public records relating to a City's contract for services, the Vendor shall provide the records to the City or allow the records to be inspected or copied within a reasonable time.
- e. If the 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

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

12. HUMAN TRAFFICKING. Vendor shall provide City with the affidavit provided in Exhibit B signed by an officer or representative of Vendor attesting, under penalty of perjury, that Vendor does not use coercion for labor or services as defined by section 787.06, Florida Statutes.

13. ANTITRUST VIOLATOR VENDOR LIST. Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

14. DISCRIMINATORY VENDOR LIST. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

15. PROHIBITED TELECOMMUNICATIONS EQUIPMENT. Vendor represents and certifies that it and its applicable subcontractors do not and will not use any equipment,

system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR Sections 52.204-24 through 52.204-26. By executing this Agreement, Vendor represents and certifies that Vendor and its applicable subcontractors must not provide or use such covered telecommunications equipment, system, or services for any scope of work performed for City for the entire duration of this Agreement. If Vendor is notified of any use or provisions of such covered telecommunications equipment, system, or services by a subcontractor at any tier or by any other source. Vendor must promptly report the information in 40 CFR Section 52.204-25(d)(2) to City.

- 16. FOREIGN COUNTRY OF CONCERN.** Vendor represents and warrants that it is not an entity that gives or will give access to an individual's personal identifying information in violation of Section 287.138, Florida Statutes.
- 17. FOREIGN GIFTS AND CONTRACTS.** Vendor must comply with any applicable disclosure requirements in Section 286.101, Florida Statutes.
- 18. ENTIRE AGREEMENT.** This Agreement constitutes the complete, full, and wholly independent agreement among the parties to this Agreement with regard to the matters contained herein. This Agreement also supersedes all prior representation, statements, and understandings among the Parties to this Agreement with respect to the matters and things addressed herein, either written or oral.

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have caused this Agreement to be executed:

MUNICIPAL EQUIPMENT COMPANY, LLC

Signed: _____

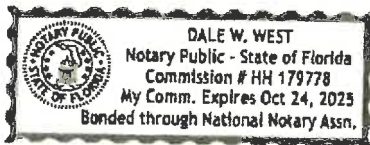
Print name: Mathew Fenneman

Title: President

Date: 10/23/2025

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 23rd day of OCTOBER, 2025, by means of ☒ physical presence or ☐ online notarization, by MATHEW FENNEMAN as PRESIDENT of Municipal Equipment Company, LLC, who is personally known to me or has produced identification, and acknowledged before me that they executed the foregoing instrument as such officer in the name and on behalf of the corporation.



Dale W. West
Notary Public

CITY OF KISSIMMEE

Mayor-Commissioner

Date: _____

ATTEST:

City Clerk

Approved as to form and legal sufficiency:

City Attorney

EXHIBIT A
MASTER AGREEMENT

**BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET**

DATE: 06/01/2022

TO: Jennifer Barker, County Manager

THRU:

James Dickerson, Fire Chief

BY: Gretchen Bechtel, Contracting Officer II

SUBJECT: Fire Equipment, Supplies, and Services

MEETING DATE: 7/26/2022

ITEM TYPE: Consent Item

ITEM ID: 18195

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend Approval:

1. Of Contracts 22-730A through 22-730K for Fire Equipment, Supplies, and Services to: All Safe Industries, Inc. (Louisville, KY), Bennett Fire Products Company, LLC (Woodstock, GA), Fisher Scientific (Tampa, FL), Henry Schein, Inc. (Melville, NY), Life-Assist, Inc. (Rancho Cordova, CA), Medline Industries, LP (Northfield, IL), Municipal Emergency Services, Inc. (Sandy Hook, CT), Municipal Equipment Company, LLC (Orlando, FL), North America Fire Equipment, Co., Inc. (Decatur, AL), TechnicalRescue.com, Inc. (Cooper City, FL), and Ten-8 Fire Equipment, Inc. (Bradenton, FL); and
2. To authorize the Office of Procurement Services to execute all supporting documentation.

The annual fiscal impact is estimated at \$1,100,000 (expenditure) and is within, and will not exceed, the Fiscal Year 2022 Budget.

BACKGROUND SUMMARY: The Office of Procurement Services, in coordination with the Office of Fire Rescue, issued Invitation to Bid 22-730 to provide for fire equipment, supplies, and services on an as-needed basis. This bid replaces expiring vendor pool Contracts 17-0606A through 17-0606L.

Staff recommends award to the following pool of responsive and responsible vendors: All Safe Industries, Inc. (Louisville, KY), Bennett Fire Products Company, LLC (Woodstock, GA), Fisher Scientific (Tampa, FL), Henry Schein, Inc. (Melville, NY), Life-Assist, Inc. (Rancho Cordova, CA), Medline Industries, LP (Northfield, IL), Municipal Emergency Services, Inc. (Sandy Hook, CT), Municipal Equipment Company, LLC (Orlando, FL), North America Fire Equipment, Co., Inc. (Decatur, AL), TechnicalRescue.com, Inc. (Cooper City, FL), Ten-8 Fire Equipment, Inc. (Bradenton, FL).

Fiscal Impact: The annual fiscal impact is estimated at \$1,100,000 (expenditure) and is within, and will not exceed, the Fiscal Year 2022 Budget.

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
County Fire Fund	1680	2136300	Various		\$1,100,000

Advertised Date:

Paper:

Attachments:

1.	22-730A_unex_All Safe Industries
2.	22-730B_unex_Bennett Fire
3.	22-730C_unex_Fisher Scientific
4.	22-730D_unex_Henry Schein
5.	22-730E_unex_Life Assist
6.	22-730F_unex_Medline Industries
7.	22-730G_unex_Municipal Emergency Services
8.	22-730H_unex_Municipal Equipment Co
9.	22-730I_unex_NAFECO
10.	22-730J_unex_Technical Rescue
11.	22-730K_unex_Ten 8 Fire

STAFF APPROVALS AND DATES:

Gretchen Bechtel	Created/Initiated - 6/1/2022
Ron Falanga	Approved - 6/2/2022
Elizabeth Miner	Approved - 6/2/2022
James Dickerson	Approved - 6/2/2022
Thomas Carpenter	Approved - 6/2/2022
Todd Thornton	Approved - 6/2/2022
Allison Tesla	Approved - 6/3/2022
Melanie Marsh	Approved - 6/25/2022
Jennifer Barker	Approved - 7/1/2022
Misty Spahn	Final Approval - 7/1/2022

ACTION TAKEN BY BOARD:

Action: New

Continued/Deferred Until:

Other:



REAL FLORIDA • REAL CLOSE

MODIFICATION OF CONTRACT

Modification Number: Seven (7) Effective Date: 8/14/2025	Contract Number: 22-730H Title: Fire Equipment, Supplies, and Services Effective Date: 8/1/2022
OFFICE OF PROCUREMENT SERVICES Contracting Officer: Melanie Pompos E-mail: Melanie.Pompos@LakeCountyFL.Gov Telephone Number: 352-343-9423	CONTRACTOR Name: Municipal Equipment Company, LLC Address: 408 Bif Ct. City: Orlando, FL 32809 ATTENTION: Mfenneman@MECOFIRE.COM
INSTRUCTIONS: Contractor to sign Signature Block showing acceptance of this written modification and return to Procurement Services within ten (10) days after receipt. An executed copy will be sent to the Contractor for Contract inclusion.	
DESCRIPTION OF MODIFICATION: Contract modification to add items to contract per the attached.	
CONTRACTOR SIGNATURE BLOCK Signature: <u>[Signature]</u> Print Name: <u>Mathew Fenneman</u> Title: <u>President</u> Date: <u>8/18/2025</u> E-mail: <u>matt@mecofire.com</u> Secondary E-mail: <u>mfenneman@mecofire.com</u>	LAKE COUNTY SIGNATURE BLOCK Signature: <u>[Signature]</u> Digitally signed Print Name: <u>Melanie Pompos</u> by Melanie Pompos Title: <u>Pompos</u> Date: <u>2025.08.18 14:35:51 -04'00'</u>
Distribution: Original – Bid File Copy – Contractor Contracting Officer	

[illegible]



MODIFICATION OF CONTRACT

Modification Number: Six (6) Effective Date: 7/21/2025	Contract Number: 22-730H Title: Fire Equipment, Supplies, and Services Effective Date: 8/1/2022
OFFICE OF PROCUREMENT SERVICES Contracting Officer: Melanie Pompos E-mail: Melanie.Pompos@LakeCountyFL.gov Telephone Number: 352-343-9423	CONTRACTOR Name: Municipal Equipment Company, LLC Address: 408 Bif Ct City: Orlando, FL 32809 ATTENTION: matt@mecofire.com
INSTRUCTIONS: Contractor to sign Signature Block showing acceptance of this written modification and return to Procurement Services within ten (10) days after receipt. An executed copy will be sent to the Contractor for Contract inclusion.	
DESCRIPTION OF MODIFICATION: Contract modification to add items to contract per the attached.	
CONTRACTOR SIGNATURE BLOCK Signature: _____ Print Name: <u>Mathew Fenneman</u> Title: <u>President</u> Date: <u>7/22/2025</u> E-mail: <u>matt@mecofire.com</u> Secondary E-mail: <u>Jelkins@mecofire.com</u>	LAKE COUNTY SIGNATURE BLOCK Signature: _____ Print Name: <u>Melanie Pompos</u> Title: _____ Date: _____ Digitally signed by Melanie Pompos Date: 2025.07.22 12:02:27 -04'00'
Distribution: Original – Bid File Copy – Contractor Contracting Officer	

[illegible]



MODIFICATION OF CONTRACT

Modification Number: Five (5) Effective Date: 8/1/2025	Contract Number: 22-730H Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel, CPPB E-mail: Gretchen.bechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: Municipal Equipment Company, LLC Address: 408 Bif Ct City: Orlando, FL 32809 ATTENTION: matt@mecofire.com
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u> . Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Contract modification to renew the agreement for two annual terms to expire on 07/31/2027 or until new contract is awarded.	
CONTRACTOR SIGNATURE BLOCK Signature: <u>[Signature]</u> Print Name: <u>Mathew Fenneman</u> Title: <u>President</u> Date: <u>1/10/2025</u> E-mail: <u>matt@mecofire.com</u> Secondary E-mail: <u>mfenneman@mecofire.com</u>	LAKE COUNTY SIGNATURE BLOCK Signature: _____ Print Name: Gretchen Bechtel Title: Contracting Officer II Date: _____ Digitally signed by Gretchen Bechtel, Contracting Officer II Date: 2025.01.13 09:54:02 -05'00'
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



MODIFICATION OF CONTRACT

Modification Number: Four (4) Effective Date: 2/6/2024	Contract Number: 22-730H Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel, CPPB E-mail: Gretchen.bechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: Municipal Equipment Company, LLC Address: 408 Bif Ct City: Orlando, FL 32809 ATTENTION: matt@mecofire.com
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u> . Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Contract modification to add items to contract per the attached.	
CONTRACTOR SIGNATURE BLOCK Signature: <u>[Signature]</u> Print Name: <u>Mathew Fenneman</u> Title: <u>President</u> Date: <u>2/9/2024</u> E-mail: <u>matt@mecofire.com</u> Secondary E-mail: _____	LAKE COUNTY SIGNATURE BLOCK Signature: _____ Print Name: <u>Gretchen Bechtel</u> Title: <u>Contracting Officer II</u> Date: _____ Digitally signed by Gretchen Bechtel, Contracting Officer II Date: 2024.02.12 07:38:07 -05'00'
Distribution: Original – Bid File Copy – Contractor Contracting Officer	

[illegible]



MODIFICATION OF CONTRACT

Modification Number: Three (3) Effective Date: 6/1/2023	Contract Number: 22-730H Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel, CPPB E-mail: Gretchen.bechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: Municipal Equipment Company, LLC Address: 408 Bif Ct City: Orlando, FL 32809 ATTENTION: matt@mecofire.com
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return</u> this form to Procurement Services within ten (10) days after receipt. Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Contract modification to add items to contract per the attached.	
CONTRACTOR SIGNATURE BLOCK Signature: <u>[Signature]</u> Print Name: <u>Mathew Ferreman</u> Title: <u>President</u> Date: <u>9/14/2023</u> E-mail: <u>matt@mecofire.com</u> Secondary E-mail: <u>mferreman@mecofire.com</u>	LAKE COUNTY SIGNATURE BLOCK Signature: <u>[Signature]</u> Print Name: <u>Gretchen Bechtel</u> Title: <u>Contracting Officer II</u> Date: <u>2023.09.15 10:42:29 -04'00'</u> Digitally signed by Gretchen Bechtel, Contracting Officer II
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



MODIFICATION OF CONTRACT

Modification Number: Two (2) Effective Date: 8/1/2023	Contract Number: 22-730H Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel, CPPB E-mail: Gretchen.bechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: Municipal Equipment Company, LLC Address: 408 Bif Ct City: Orlando, FL 32809 ATTENTION: matt@mecofire.com
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt.</u> Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Contract modification to extend the agreement for two annual terms to expire on 07/31/2025.	
CONTRACTOR SIGNATURE BLOCK Signature: <u>[Signature]</u> Print Name: <u>Mathew Fenneman</u> Title: <u>President</u> Date: <u>3/29/2023</u> E-mail: <u>matt@mecofire.com</u> Secondary E-mail: _____	LAKE COUNTY SIGNATURE BLOCK Signature: _____ Print Name: <u>Gretchen Bechtel,</u> Title: <u>CPPB, Contracting</u> Date: _____ Officer II Digitally signed by Gretchen Bechtel, CPPB, Contracting Officer II Date: 2023.03.30 10:15:04 -04'00'
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



MODIFICATION OF CONTRACT

Modification Number: One (1) Effective Date: 1/24/2023	Contract Number: 22-730H Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel, CPPB E-mail: Gretchen.bechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: Municipal Equipment Company, LLC Address: 408 Bif Ct City: Orlando, FL 32809 ATTENTION: matt@mecofire.com
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u> . Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Contract modification to add additional items per the attached.	
CONTRACTOR SIGNATURE BLOCK Signature: <u>[Signature]</u> Print Name: <u>Mathew Fenneman</u> Title: <u>President</u> Date: <u>1/24/23</u> E-mail: <u>matt@mecofire.com</u> Secondary E-mail: <u>mfenneman@mecofire.com</u>	LAKE COUNTY SIGNATURE BLOCK Signature: <u>Gretchen Bechtel</u> , Digitally signed by Print Name: <u>CPPB</u> , Gretchen Bechtel, CPPB, Title: <u>Contracting</u> Contracting Officer II Date: <u>Officer II</u> Date: 2023.01.24 14:10:14 -05'00'
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



CONTRACT NO. 22-730H
For
Fire Equipment, Supplies, and Services

LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **Municipal Equipment Company, LLC.** (hereinafter "Contractor") to supply **Fire Equipment, Supplies, and Services** to the County pursuant to County Bid number 22-730 with any included addenda (hereinafter "Bid"), with an opening date of 4/28/2022, and Contractor's Bid response dated 4/20/2022, thereto with all County Bid provisions governing.

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

ATTACHMENTS:

Addendum 1 & 2, Exhibit A – Scope of Work, Exhibit B – Insurance Requirements, Attachment 1 – Submittal Form with General Terms & Conditions acceptance, Attachment 2 – Pricing Sheet

No financial obligation under this Contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this Contract.

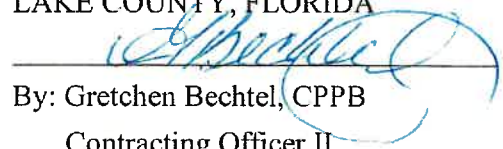
Contractor shall submit the documents hereinafter listed prior to commencement of this Contract: **N/A**

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his option, declare this Contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from 8/1/2022 through 7/31/2023, except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for two (2) two (2) year renewals at Lake County's sole option at the terms noted in the Bid.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA


By: Gretchen Bechtel, CPPB

Contracting Officer II

Date: 07/26/2022

Distribution: Original-Bid File
Copy-Contractor
Copy-Department



REAL FLORIDA • REAL CLOSE
Office of Procurement Services

P.O. Box 7806 • 315 W. Main St., Suite 441 • Tavares, FL 32778

SOLICITATION: Fire Equipment, Supplies, and Services

04/12/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

Q1. Section 5.0 Method of Award - Is it the County's intention to award to multiple vendors as they have done in the past?

R1. Per Section 5.0 Method of Award; The County reserves the right to make awards on a lowest price basis by individual item, group of items, all or none, or a combination; with one or more Vendors

Q2. Section 3.0 Delivery Requirements and Acceptance – bid calls for delivery of all products within 10 calendar days. For items in stock this is possible, but for items on order the delivery time will vary by product and brand. The delivery time can be given when a quote is requested.

R2. Per Section 3.0 Delivery Requirements and Acceptance Section 3.5.1 Back order may be cancelled after the shipment period has lapsed. Cancellation of orders are at the discretion of the County.

Q3. Certain manufacturers are now including a significant surcharge to our cost which is in addition to the list price. For the county to purchase these brands off this contract, a surcharge will need to be allowed.

R3. The solicitation provides for percent off list price. Cost shall be in accordance with contract pricing. Any additional fees shall be borne of the vendor.

ACKNOWLEDGEMENT

Firm Name: Municipal Equipment Company, LLC

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Matthew Fenneman*

Date: 4/20/2022

ADDENDUM NO. #2

22-730

Print Name: Mathew Fenneman

Title: President

Primary E-mail Address: matt@mecofire.com

Secondary E-mail Address: mfenneman@mecofire.com



Office of Procurement Services

P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

SOLICITATION: Fire Equipment, Supplies, and Services

03/28/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

Q1. I reviewed the attachments for bid 22-730 on Lake County's website and it doesn't look like the attachments have any items that need to be priced. Is there a file with the equipment and supplies you would like pricing for?

R1. Attachments 2A and 2B – The vendor shall list manufacturer brands supported.

Q2. I am looking at the Bid/RFP Number: 22-730 bid opportunity and wanted to find if I am not seeing the Attachment 2B, properly? I have opened and downloaded, but I am not seeing any of the equipment or supplies listed.

R2. Attachments 2A and 2B – The vendor shall list manufacturer brands supported.

ACKNOWLEDGEMENT

Firm Name: Municipal Equipment Company, LLC

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Mathew Fenneman*

Date: 4/20/2022

Print Name: Mathew Fenneman

Title: President

Primary E-mail Address: matt@mecofire.com

Secondary E-mail Address: mfenneman@mecofire.com

FIRE EQUIPMENT, SUPPLIES, AND SERVICES

The County is establishing a vendor pool for fire equipment, supplies, and services. The County does not guarantee a dollar amount to be expended on any resulting contract(s).

1. SCOPE OF SERVICES

All items purchased shall be in accordance with all governmental standards to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). MSDS sheets shall be provided with the shipment of any hazardous materials as required by 29 CFR 1910.1200.

2. CONTRACTOR'S RESPONSIBILITIES

Contractor shall:

- 2.1. Provide a website address for product and price lists for viewing and downloading.
- 2.2. Provide (upon request) a downloadable file of current catalog and manufacturer's price lists for the brands quoted.
- 2.3. Provide all labor, material, and equipment necessary for contract performance.
- 2.4. Provide an intensive training program to County staff regarding the use of the products or services supplied.
 - 2.4.1. Contractor shall bare all costs of registration fees, manuals, texts, or instructional materials associated with the required training.
 - 2.4.2. Training shall be at no additional cost to the County.

3. DELIVERY REQUIREMENTS AND ACCEPTANCE

- 3.1. Deliveries shall be FOB Destination – Inside Delivery.
- 3.2. Delivery will be to a county location named during order placement.
- 3.3. Deliveries shall be made within ten (10) calendar days and during regular business hours
 - 3.3.1. Monday through Friday, 8:00 a.m. to 5:00 p.m.
 - 3.3.2. Excludes County Holidays
- 3.4. Emergency orders shall be delivered within forty-eight (48) hours.
 - 3.4.1. The County will advise when the order is an emergency.
 - 3.4.2. Emergency/Disaster deliveries may be required during non-business hours.
- 3.5. Back orders shall be filled within ten (10) calendar days from the initial scheduled delivery.
 - 3.5.1. Back orders may be cancelled after shipment period has lapsed.

EXHIBIT A – SCOPE OF SERVICES

22-730

FIRE EQUIPMENT, SUPPLIES, AND SERVICES

3.6. County staff may pick-up in person if authorized in writing by supervisor.

3.6.1. Contractor shall maintain a copy of the written authorization.

3.7. County reserves the right to cancel an order after the order shipment period has lapsed.

4. REBATES AND SPECIAL PROMOTIONS

4.1. All rebates and special promotions offered by a manufacturer shall be passed on to the County.

4.2. Contractor shall be responsible to notify the County of rebates or special promotions.

4.3. Special promotions shall be offered to the County if pricing is lower than contract pricing.

5. REPAIR SERVICES

5.1. Hourly rates shall be straight-time and be full compensation for labor, equipment use, travel time, and any other incidentals.

5.2. Contractor shall possess all required equipment necessary to make effective repairs.

5.3. Contractor shall be factory certified to service equipment.

5.4. Contractor shall assume risk of loss or damage to County property until returned and accepted by County.

5.5. Contractor shall submit a written estimate for each service project.

5.5.1. The estimate shall be itemized and include:

5.5.1.1. Anticipated start date and completion date.

5.5.1.2. Number of hours at contracted hourly wages for project completion

5.5.1.3. List price of materials and discount per Attachment 2 – Pricing Sheet.

5.5.1.4. Lump sum estimates are not acceptable.

5.6. No work shall commence without a written Notice to Proceed.

5.7. All materials, workmanship, and equipment shall be subject to inspection and approval.

5.8. The Contractor shall correct all deficiencies/defects in work failing to conform to standard within ten (10) calendar days of notification at Contractor's expense.

6. TRAINING

6.1. Contractor shall supply a minimum of one (1) comprehensive repair and parts manual.

6.1.1. Manuals shall be included with equipment upon delivery.

**EXHIBIT A – SCOPE OF SERVICES
FIRE EQUIPMENT, SUPPLIES, AND SERVICES**

22-730

6.1.2. Manuals may be electronic.

7. WARRANTY REQUIREMENTS

- 7.1. The Contractor agrees that all materials shall be new, warranted for their merchantability, and fit for a particular purpose.
- 7.2. The Contractor agrees that the product and/or service furnished shall be covered by the most favorable commercial warranty.
- 7.3. Contractor shall assume the risk of loss of damage to the County's property during possession and until delivery and acceptance of property to the County.
- 7.4. The Contractor shall correct all apparent or latent deficiencies, defects in work, or any work that fails to conform at the Contractor's expense within ten (10) calendar days.

[The remainder of this page intentionally left blank]

A. CONTRACTOR will purchase and maintain at all times during the term of this Contract, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONTRACTOR under the terms and provisions of the Contract. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONTRACTOR to the COUNTY'S Project Manager and Procurement Services Director within five working days of such request. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:

i. General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

ii. Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of \$1,000,000

iii. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers compensation insurance, the CONTRACTOR must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation.

iv. Employers Liability with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employer	\$1,000,000
Disease-Policy Limit	\$1,000,000

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear all applicable policies. Certificates of insurance must identify the RFP or ITB number in the Description of Operations section on the Certificate.

C. CONTRACTOR must provide a minimum of 30 days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

D. Certificates of insurance must evidence a waiver of subrogation in favor of the COUNTY, that coverage must be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.

E. CONTRACTOR must provide a copy of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.

F. Certificate holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA,
AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

G. All self-insured retentions will appear on the certificates and will be subject to approval by the COUNTY. At the option of the COUNTY, the insurer will reduce or eliminate such self-insured retentions; or CONTRACTOR will be required to procure a bond guaranteeing payment of losses and related claims expenses.

H. The COUNTY will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the CONTRACTOR or subcontractor providing such insurance.

I. CONTRACTOR will be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONTRACTOR'S requirements.

J. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

K. Neither approval by the COUNTY of any insurance supplied by CONTRACTOR, nor a failure to disapprove that insurance, will relieve CONTRACTOR of full responsibility of liability, damages, and accidents as set forth herein.

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LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

DEFINITIONS

Contract: The agreement to perform the services set forth in a document signed by both parties with any attachments specifically incorporated.

Contractor: The Vendor to whom award has been made.

County: Lake County, Florida, a political subdivision of the State of Florida.

Proposal: Any offer submitted in response to a solicitation.

Solicitation: The written document requesting bids, quotes, or proposals from the marketplace.

Vendor: Any entity responding to a solicitation or performing under any resulting contract.

INSTRUCTIONS TO VENDORS

A. **Vendor Qualification:** The County requires Vendors provide evidence of compliance with the requirements below upon request:

1. Disclosure of Employment.
2. Disclosure of Ownership.
3. Drug-Free Workplace.
4. W-9 and 8109 Forms – as required by the Internal Revenue Service.
5. Americans with Disabilities Act (ADA).
6. Conflict of Interest.
7. Debarment Disclosure Affidavit.
8. Nondiscrimination.
9. Family Leave.
10. Antitrust Laws – By acceptance of any contract, the Vendor agrees to comply with all applicable antitrust laws.

B. **Public Entity Crimes:** Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or contractor under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

C. **Contents of Solicitation and Vendors' Responsibilities:** The Vendor shall be thoroughly familiar with the requirements of this solicitation. Ignorance of these matters by the Vendor will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid.

E. **Restricted Discussions:** From the date of solicitation issuance until final County action, Vendors will not discuss any part of the solicitation with any employee, agent, or other representative of the County except as expressly authorized by the designated procurement representative. The only communications that will be considered pertinent to a solicitation are appropriately signed written documents from the Vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

F. **Changes to Proposal:** Prior to the scheduled due date, a Vendor may change its Proposal by submitting a new one with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original. The new submittal must contain the letter and all information as required in the solicitation.

G. **Withdrawal of Proposal:** A Proposal will be irrevocable unless it is withdrawn as provided in a solicitation. A Proposal may be withdrawn, either physically or by written notice, at any time prior to solicitation award. If withdrawn by written notice, that notice must be addressed to, and received

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

by, the designated procurement representative. The letter must be on company letterhead and signed by an authorized agent of the Vendor.

- H. **Conflicts within the Solicitation:** Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence will be: the last addendum issued, the Proposal Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the Vendor to identify such conflicts to the designated procurement representative prior to the Proposal due date.
- I. **Prompt Payment Terms:** Payment for all purchases by County agencies will be made in a timely manner and interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The Vendor may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during Proposal evaluation.

PREPARATION OF PROPOSALS

- A. The pricing section of a solicitation defines requirements of items to be purchased and must be completed and submitted with the Proposal. Use of any other form or alteration of the form may result in rejection of the Proposal.
- B. The Proposal submitted must be legible. Vendors shall type or use an ink to complete the Proposal. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.
- C. An authorized agent of the Vendor's firm must sign the Proposal. The County may reject any Proposal not signed by an authorized agent.
- D. The Vendor may submit alternate Proposals for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Proposal must meet or exceed the minimum requirements and be submitted as a separate Proposal marked "Alternate Proposal."
- E. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail. The County reserves the right to allow for clarification of questionable entries and the correction of obvious mistakes.
- F. Any Proposal received after the designated receipt date will be considered late and will not be considered for award.

COLLUSION

Where two (2) or more related parties each submit a Proposal for the same contract, such Proposals will be presumed to be collusive. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a Proposal for the same materials, supplies, services, or equipment will also be presumed to be collusive. Proposals found to be collusive will be rejected. Vendors which have been found to have engaged in collusion may be considered non-responsible and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

PROHIBITION AGAINST CONTINGENT FEES

The Vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Vendor to solicit or secure the Contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Vendor, any consideration contingent upon or resulting from the award or making of the Contract.

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or immediate family member seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a Proposal. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

INCURRED EXPENSES

A solicitation does not commit the County to make an award nor will the County be responsible for any cost or expense which may be incurred by any Vendor in preparing and submitting a Proposal, or any cost or expense incurred by any Vendor prior to the execution of a purchase order or contract.

AWARD

- A. The Contract resulting from a solicitation may be awarded to the responsible Vendor which submits a Proposal determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to reject any and all Proposals, to waive irregularities or technicalities, and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County will be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid, or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is necessary to protect the best interests of the County.
- C. The County reserves the right to reject any and all Proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to reject offers containing terms or conditions contradictory to the County's.
- E. Award of a solicitation will be made to firms satisfying all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the Vendor's site or hold a pre-award qualification hearing to determine if the Vendor can perform the requirements of a solicitation.
- F. The Vendor's performance as a Contractor or subcontractor on previous County contracts will be considered in evaluating the responsibility of the Vendor.
- G. Any tie situations will be resolved in consonance with current written County procedure.
- H. The County has imposed a reciprocal match local vendor preference practice to ensure an equal procurement environment for all potential vendors unless prohibited by the funding source. More information is available on [Section 2-222, Local Vendor Preference](#).
- I. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
- J. A Vendor wishing to protest any award decision resulting from a solicitation may do so per the [Procurement Protest Procedures site](#).

GRANT FUNDING

In the event any part of a Contract is to be funded by federal, state, or other local agency monies, the Vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Contractors are advised that payments under the Contract may

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

be withheld pending completion and submission of all required forms and documents required of the Contractor pursuant to the grant funding requirements.

STATE REGISTRATION REQUIREMENTS

Any entity conducting business in Florida shall either be registered or have applied for registration with the Florida Department of State in accordance with Florida law, unless exempt from registration. A copy of the registration may be required prior to award of a Contract. Additional information is available by visiting the [Florida Department of State home page](#).

PRIME CONTRACTOR

The Vendor awarded a Contract shall act as the Prime Contractor and will assume full responsibility for the successful performance under the Contract. The Awarded Vendor (Contractor) will be considered the sole point of contact regarding meeting all requirements of the Contract. All subcontractors may be subject to advance review by the County regarding competency and security concerns. No change in subcontractors may be made without the consent of the County after the award of the Contract. Contractor will be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. County may require the Contractor to provide any insurance certificates required by the work to be performed even if the subcontractor is self-insured.

SUBCONTRACTING

Unless otherwise stipulated in a solicitation, the Contractor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the Contract for default.

DISADVANTAGED BUSINESSES

The County has adopted policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The County encourages joint ventures between majority-owned firms and qualified disadvantaged/minority/women-owned firms.

GENERAL CONTRACT CONDITIONS

The Contract will be binding upon and will inure to the benefit of each of the parties and respective successors and permitted assigns. The Contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by the parties. The failure of any party at any time to enforce any of the provisions of the Contract will in no way constitute or be construed as a waiver of such provision or of any other provision of the Contract, nor in any way affect the validity of, or the right to enforce, each and every provision of the Contract. Any dispute arising during Contract performance that is not readily rectified by coordination between the Contractor and the County user department will be referred to Procurement Services.

GOVERNING LAW

The interpretation, effect, and validity of any contract will be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action will be solely in Lake County, Florida. The Contractor hereby waives its right to a jury trial.

COMPLIANCE OF LAWS, REGULATIONS, AND LICENSES

The Contractor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods or services specified in a solicitation. During the term of a Contract, the Contractor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the Contractor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against its employees or

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

applicants for employment. The Contractor understands that any Contract is conditioned upon the veracity of this statement.

CONTRACT EXTENSION

The County has the unilateral option to extend a Contract for up to ninety (90) calendar days beyond the current Contract period. In such event, the County will notify the Contractor in writing of such extensions. The Contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the Contractor. Exercise of the above options requires the prior approval of the Procurement Services Director.

MODIFICATION OF CONTRACT

Any Contract resulting from a solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the Contract or purchase order as appropriate. This presumes the modification itself complies with all applicable County procedures.

ASSIGNMENT

The Contractor shall not assign or transfer any Contract resulting from a solicitation, including any rights, title or interest in the Contract, or its power to execute such Contract to any entity without the prior written consent of the County. This provision includes any acquisition or hostile takeover of the Contractor. Failure to comply may result in termination of the Contract for default.

NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within a solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services described in a solicitation in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services provided under the Contract.

OTHER AGENCIES

Other governmental agencies may make purchases in accordance with the Contract with Contractor consent. Purchases are governed by the Contract's terms and conditions except for the change in agency name. Each agency will be responsible and liable for its own purchases for materials or services received.

CONTINUATION OF WORK

Any work that commences prior to, and will extend, beyond the expiration date of any Contract period must, unless terminated by mutual written agreement between the County and the Contractor, continue until completion without change to the then current prices, terms and conditions.

WARRANTY

All warranties express and implied, must be made available to the County for goods and services covered by a solicitation. All goods furnished must be fully guaranteed by the Contractor against factory defects and workmanship. They will be covered by the most favorable commercial warranty given for comparable quantities of products or services and the rights and remedies provided in the Contract will be in addition to the warranty and do not limit any right afforded to the County by any other provision of a solicitation. Contractor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period at no expense to the County. The special conditions of a solicitation may supersede the manufacturer's standard warranty.

DEFICIENCIES IN WORK TO BE CORRECTED BY THE CONTRACTOR

Contractor shall promptly correct all apparent and latent deficiencies or defects in work, or any work that fails to conform to the Contract documents regardless of project completion status. All corrections

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

must be made within seven (7) calendar days after such rejected defects, deficiencies, or non-conformances are verbally reported to the Contractor by the County's project administrator. Contractor must bear all costs of correcting such rejected work. If the Contractor fails to correct the work within the period specified, the County may, at its discretion, notify the Contractor, in writing, that the Contractor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within seven (7) calendar days of receipt of the notice. If the Contractor fails to correct the work within the period specified in the notice, the County may place the Contractor in default, obtain the services of another Contractor to correct the deficiencies, and charge the incumbent Contractor for these costs, either through a deduction from the final payment owed to the Contractor or through invoicing. If the Contractor fails to honor this invoice or credit memo, the County may terminate the contract for default.

COUNTY IS TAX-EXEMPT

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes (85-8013874700C-1). Visit [Lake County Tax Exemption Certificate page](#) to print a copy of the certificate. Except for items specifically identified by the Contractor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor will any Contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

SHIPPING TERMS, F.O.B. DESTINATION

The F.O.B. point for any product ordered will be F.O.B.: DESTINATION – Inside Delivery, FREIGHT ALLOWED. The County will not consider any Proposal showing a F.O.B. point other than F.O.B.: Destination – Inside Delivery.

ACCEPTANCE OF GOODS OR SERVICES

The products delivered as a result of a solicitation will remain the property of the Contractor, and services rendered under the Contract will not be deemed complete, until a physical inspection and actual usage of the products or services is accepted by the County and is in compliance with the terms in the contract.

Any goods or services purchased as a result of a solicitation or Contract may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the County reserves the right to terminate the Contract or initiate corrective action on the part of the Contractor, to include return of any non-compliant goods to the Contractor at the Contractor's expense, requiring the Contractor to either provide a direct replacement for the item, or a full credit for the returned item. The Contractor shall not assess any additional charges for any conforming action taken by the County under this clause. The County will not be responsible to pay for any product or service that does not conform to the Contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in a purchase order or Contract, may be procured by the County on the open market, and any increase in cost may be charged against the Contractor. Any cost incurred by the County in any re-procurement plus any increased product or service cost will be withheld from any monies owed to the Contractor by the County for any Contract or financial obligation.

ESTIMATED QUANTITIES

Estimated quantities or dollars are for the Vendor's guidance only and may be used in the award evaluation process. No guarantee is expressed or implied as to quantities or dollar value that will be used during the Contract period. The County is not obligated to place any order for a given amount subsequent

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

to the award of a solicitation. In no event will the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

PURCHASE OF OTHER ITEMS

While the County has listed all major items within a solicitation, there may be ancillary or similar items purchased by the County during the term of a Contract. The Contractor will provide a price quote for the ancillary items. The County may request price quotes from all Contractors under Contract if there are multiple Contracts. The County reserves the right to award these ancillary items to the primary Contractor, another Contract Contractor based on the lowest price quoted, or to acquire the items through a separate solicitation.

Although a Contract may identify specific locations to be serviced, it is hereby agreed and understood that any County department or facility may be added or deleted to the Contract at the option of the County. The location change will be addressed by formal Contract modification. The County may obtain price quotes for the additional facilities from other Vendors if fair and reasonable pricing is not obtained from the Contractor, or for other reasons at the County's discretion. It is hereby agreed and understood that the County may delete service locations when such service is no longer required, upon fourteen (14) calendar days' written notice to the Contractor.

SAFETY

The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work and for complying with all requirements of the Occupational Safety and Health Administration Act (OSHA). The Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury, or loss to persons or property.

The Contractor shall provide all standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act of 1990 (ADA) regulations.

The Contractor shall designate a competent person of its organization whose duty will be the prevention of accidents at the site. This person must be literate and able to communicate fully in the English language because of the necessity to read job instructions and signs, as well as the need for conversing with County personnel. This person must be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Contract Manager.

MATERIAL SAFETY DATA SHEET (MSDS)

The Contractor is responsible to ensure the County has received the latest version of any MSDS required by 29 C.F.R. Section 1910.1200 with the first shipment of any hazardous material. The Contractor shall promptly provide a new MSDS to the County with the new information relevant to the specific material at any time the content of an MSDS is revised.

TOBACCO PRODUCTS

Tobacco use, including both smoke and smokeless tobacco, is prohibited on County owned property.

CLEAN-UP

If applicable, all unusable materials and debris must be removed from the premises at the end of each workday and disposed of in an appropriate manner. The Contractor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated user department's project manager upon final completion.

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

PROTECTION OF PROPERTY

All existing structures, utilities, services, roads, trees, shrubbery, and property in which the County has an interest must always be protected against damage or interrupted services by the Contractor during the term of a Contract. The Contractor will be held responsible for repairing or replacing property to the satisfaction of the County which is damaged by reason of the Contractor's operation on the property. In the event the Contractor fails to comply with these requirements, the County reserves the right to secure the required services and charge the costs of such services back to the Contractor.

CERTIFICATE OF COMPETENCY/LICENSURE, PERMITS, AND FEES

Any Vendor that submits an offer in response to a County solicitation shall, at the time of such offer if required, hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying the Vendor to perform the work proposed. If work for other trades is required in conjunction with a solicitation, and such work will be performed by subcontractors hired by the Vendor, an applicable Certificate of Competency/license issued to the subcontractors must be submitted with the Vendor's offer. The County may at its option and in its best interest, allow the Vendor to supply the subcontractors certificate/license to the County during the offer evaluation period. The Contractor is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for a project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated in a solicitation. Damages, penalties, or fines imposed on the County or the Contractor for failure to obtain required licenses, permits, inspection or other fees, or inspections will be borne by the Contractor.

TRUTH IN NEGOTIATION CERTIFICATE

Any organization awarded a Contract must execute a truth-in-negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete, and current, at the time of contracting for each Contract that exceeds \$195,000.00. Any Contract requiring this certificate will contain a provision that the original Contract price and any additions will be adjusted to exclude any significant sums by which the County determines the Contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such Contract adjustments will be made within one (1) year following the end of the Contract.

COMPETENCY OF VENDORS AND ASSOCIATED SUBCONTRACTORS

Proposals will be considered from firms which are regularly engaged in the business of providing or distributing the goods or services described in the solicitation, and who can produce evidence of a consistent satisfactory record of performance. The County may consider any evidence available to it of the financial, technical, and other qualifications and abilities of any Vendor responding under a solicitation, including past performance with the County. Vendors must have sufficient financial support and organization to ensure satisfactory delivery under the stated solicitation terms and conditions of any Contract awarded. In the event the Vendor intends to subcontract any part of its work or will obtain the goods specifically offered under the Contract from another source of supply, the Vendor may be required to verify the competency of its subcontractor or supplier. The County reserves the right, before awarding the Contract, to require a Vendor to submit such evidence of its or its subcontractor's qualifications.

RESPONSIBILITY AS EMPLOYER

The employees of the Contractor will always be considered its employees, and not an employees or agents of the County. The Contractor shall provide employees capable of performing the work as required. The County may require the Contractor to remove any employee it deems unacceptable. All employees of the Contractor may be required to wear appropriate identification.

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MINIMUM WAGES

Under the Contract, the wage rate paid to all laborers, mechanics and apprentices employed by the Contractor for the work under the Contract, must not be less than the prevailing wage rates for similar classifications of work as established by the Federal Government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24 (f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

PRICE REDETERMINATIONS

Contractor may petition for a price redetermination with documented increases in the cost of wages, fuel, or materials within 30 calendar days of the anniversary date of the Contract. Price redeterminations will be based upon changes documented by the applicable Employment Cost Index (ECI) or Producer Price Index (PPI) as published on the [Bureau of Labor Statistics site here](#). Contractor may petition for price redetermination for Contractor's minimum wage employees should the minimum wage increase during the Contract. Upon verification, the County may grant an increase matching the minimum wage increase.

INDEMNIFICATION

To the extent permitted by law, the Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Contract by the Contractor or its employees, agents, servants, partners, principals or subcontractors. The Contractor shall pay all claims and losses in connection with those claims and losses, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may be incurred. The Contractor expressly understands and agrees that any insurance protection required by the Contract or otherwise provided by the Contractor will in no way limit the responsibility to indemnify, keep and hold harmless and defend the County or its officers, employees, agents and instrumentalities as provided in a solicitation or any Contract arising from a solicitation.

TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate the Contract upon thirty (30) days' written notice. Upon receipt of such notice, the Contractor shall not incur any additional costs under the Contract. The County will be liable only for reasonable costs incurred by the Contractor prior to notice of termination. The County will be the sole judge of "reasonable costs."

TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the Contract will be cancelled, and the Contractor will be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

TERMINATION FOR DEFAULT

The County reserves the right to terminate any Contract arising from a solicitation, in part or in whole, or affect other appropriate remedy in the event the Contractor fails to perform in accordance with the terms and conditions stated in the Contract. The County further reserves the right to suspend or debar the Contractor in accordance with the County's ordinances, resolutions and administrative orders. The Contractor will be notified by letter of the County's intent to terminate and the Contractor will be given

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

ten (10) calendar days to cure the breach. In the event of termination for default, the County may procure the required goods and services from any source and use any method deemed in its best interest. All re-procurement costs will be borne by the Contractor.

FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or other material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other Contracts with such individual, corporation or entity with such Contractor held responsible for all direct or indirect costs associated with termination or cancellation, including attorneys' fees.

RIGHT TO AUDIT

The County reserves the right to require the Contractor to submit to an audit, by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to the contract at its place of business during regular business hours. The Contractor shall retain all records pertaining to the contract and upon request make them available to the County for three (3) complete calendar years following expiration of the contract. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

If the Contractor provides technology services, the Contractor must provide Statement of Standards for Attestations Engagements (SSAE) 16 or 18 and System and Service Organization Control (SOC) reports upon request by the County. The SOC reports must be full Type II reports that include the Contractor's description of control processes, and the independent auditor's evaluation of the design and operating effectiveness of controls. The cost of the reports will be paid by the Contractor.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Contractor to the County in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the County's audit must be reimbursed to the County by the Contractor. Any adjustments or payments which must be made as a result of any such audit or inspection of the Contractor's invoices or records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) calendar days, from presentation of the County's audit findings to the Contractor.

This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the Contractor in performance of any work under the contract.

PROPRIETARY/CONFIDENTIAL INFORMATION

Vendors are hereby notified that all information submitted as part of a Proposal will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act"). The Vendor should not submit any information in response to a solicitation which the Vendor considers proprietary or confidential. The submission of any information to the County in connection with a solicitation will be deemed a waiver from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

PUBLIC RECORDS LAW

Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Contractor with this statement and establish the following requirements as contractual obligations pursuant to the contract:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY

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TO PROVIDE PUBLIC RECORDS RELATING TO THIS SOLICITATION, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-343-9839, PURCHASING@LAKECOUNTYFL.GOV, BY MAIL, OFFICE OF PROCUREMENT SERVICES, ATTN: RON FALANGA, P.O. BOX 7800 TAVARES, FL 32778.

By entering into the Contract, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, the Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into a contract for services with the County is required to:

- A. Keep and maintain public records required by the County to perform the services and work provided pursuant to the Contract.
- 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 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 or termination of the Contract if the Contractor does not transfer the records to the County.
- D. Upon completion or termination of the Contract, transfer, at no cost, to the County all public records in the possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion or termination of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion or termination of the Contract, the Contractor 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.

Requests to inspect or copy public records relating to the County's Contract for services must be made directly to the County. If Contractor receives any such request, Contractor shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the Contractor of such request, and the Contractor must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

Contractor acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. Contractor shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from the Contractor's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. Contractor authorizes County to seek

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Lake County on an expedited basis to enforce the requirements of this section.

COPYRIGHTS

Any copyright derived from a Contract will belong to the author. The author and the Contractor shall expressly assign to the County nonexclusive, royalty free rights to use any and all information provided by the Contractor in any deliverable or report for the County's use which may include publishing in County documents and distribution as the County deems to be in its best interests. If anything included in any deliverable limits the rights of the County to use the information, the deliverable will be considered defective and not acceptable and the Contractor will not be eligible for any compensation.

The County owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in any solicitation permits or shall be construed as authorizing Vendor or Contractor to use or display County's Intellectual Property. The County has the right to redact the County Logo displayed on any submission.

SOVEREIGN IMMUNITY

County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Nothing will be deemed as a waiver of immunity or the limitations of liability of County beyond any statutory limited waiver of immunity or limits of liability. Nothing will inure to the benefit of any third party for the purpose of allowing any claim against County, which would otherwise be barred under the law.

COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under a Contract must be in accordance with all governmental standards to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

E-VERIFY

Upon award of a Contract, the Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons hired by the Contractor during the term of the Contract.

The Contractor shall include in all contracts with subcontractors performing work pursuant to any Contract, an express requirement that subcontractors utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by subcontractors during the term of the subcontract.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA)

The Contractor may be required to execute a Business Associate Agreement, pursuant to the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191) (codified at 42 U.S.C. Section 1320d, *et. seq.*), and regulations contained in 45 C.F.R. Parts 160 and 164.

If the Contractor obtains any information governed by 42 U.S.C. Section 290dd-2 and the regulations implemented by the Substance Abuse and Mental Health Services Administration at 42 C.F.R. Part 2 (collectively referred to as the "SAMHSA regulations"), whether from the County or another source, while providing services to the County under the contract, the Contractor shall only use or disclose that information pursuant to the SAMHSA regulations.

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The Contractor will also comply with any and all laws under the State of Florida governing the confidentiality of health information, including but not limited to records or other documents containing medical, mental health, or substance abuse information.

FORCE MAJEURE

The parties will exercise every reasonable effort to meet respective obligations under the Contract but will not be liable for delayed performance or nonperformance resulting from a force majeure. A party that becomes aware of a force majeure that will significantly delay performance will notify the other party promptly, within 15 calendar days, after it discovers the force majeure. If a force majeure occurs, the parties may execute a contract modification or change order to extend the performance schedule or make accommodations that are reasonable under the circumstances.

NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time may be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the work will relieve the Contractor of duty to perform or give rise to any right to damages or additional compensation from the County. The Contractor's sole remedy will be the right to seek an extension to the Contract time. However, this provision will not preclude recovery of damages by the Contractor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

CERTIFICATION REGARDING SCRUTINIZED COMPANIES

The Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the County for goods or services may be terminated at the option of the County if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

For purchases of \$1 million or more:

By submitting a response to any solicitation, the Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the County for goods or services of \$1 million or more may be terminated at the option of the County if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

ANTI-TRAFFICKING RELATED ACTIVITIES

The U.S. Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities listed below. These prohibitions specifically apply to come federally funded contracts and prohibit contractors, contractor employees, and their agents from:

A. Engaging in severe forms of trafficking in persons during the period of performance of the contract;

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- B. Procuring commercial sex acts during the period of performance of the contract;
- C. Using forced labor in the performance of the contract;
- D. Destroying, concealing, confiscating, or otherwise denying access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
- E. Using misleading or fraudulent practices during the recruitment of employees;
- F. Charging employees or potential employees recruitment fees;
- G. Failing to provide return transportation or paying for the cost of return transportation upon the end of employment for certain employees;
- H. Providing or arrange housing that fails to meet the host country housing and safety standards; or
- I. Failing to provide an employment contract, recruitment agreement, or other required work documents in writing, as required by law or contract.

NOTICES

All notices given by one party to the other party under a contract must be delivered to the receiving party's address set forth on the Contract either by hand, qualified courier, or e-mail and will be deemed received the day after it is transmitted. For County, it must be addressed to the Office of Procurement Services, Post Office Box 7800, 315 West Main Street, Suite 441, Tavares, Florida, 32778 or emailed to purchasing@lakecountyfl.gov.

[The remainder of this page intentionally left blank]

The undersigned hereby declares that: Municipal Equipment Company, LLC has examined and accepts the specifications, terms, and conditions presented in this Solicitation, satisfies all legal requirements to do business with the County, and to furnish **FIRE EQUIPMENT, SUPPLIES, AND SERVICES** for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on the date stated in the solicitation or as noted in an addenda. Furthermore, the undersigned is duly authorized to execute this document and any contracts or other transactions required by award of this Solicitation.

1.0 TERM OF CONTRACT

The Contract will be awarded for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement.

The Contract will commence upon the first day of the next calendar month after Board approval. The Contract remains in effect until completion of the expressed and implied warranty periods. The County reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

2.0 PAYMENT

The Contractor shall email the County's using department (egminer@lakecountyfl.gov) an accurate invoice within 30 calendar days after delivery. Invoices should reference the purchase/task order, ship date, tracking number, and ship-to address, list price, percent discount, and unit cost. Failure to submit invoices in the prescribed manner will delay payment.

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The County will remit full payment on all undisputed invoices within 45 days from receipt by the appropriate County using department. The County will pay interest not to exceed 1% per month on all undisputed invoices not paid within 30 days after the due date.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

Vendor accepts MasterCard for payment: YES

3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS:

I certify that I have reviewed the [General Terms and Conditions for Lake County Florida](#) and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. YES

Failure to acknowledge may result in Submittal being deemed non-responsive.

4.0 CERTIFICATION REGARDING FELONY CONVICTION:

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? NO

5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION:

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with any

corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. N/A

6.0 CERTIFICATION REGARDING BACKGROUND CHECKS:

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, the Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by the Contractor at no additional cost to the County. The County retains the right to request and review any associated records with or without cause, and to require replacement of any Contractor employee found in violation of this requirement. Contractor shall indemnify the County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award. YES

7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The County does not establish specific goals for minority set-asides however, participation by minority and non-minority qualified firms is strongly encouraged. If the firm is a minority firm or has obtained certification by the State of Florida, Office of Supplier Diversity, (OSD) (CMBE), please indicate the appropriate classification(s) Choose an item. not applicable and enter OSD Certification Number Click or tap here to enter text. and enter effective date Click or tap to enter a date. to date Click or tap to enter a date.

8.0 FEDERAL FUNDING REQUIREMENT:

N/A

9.0 RECIPROCAL VENDOR PREFERENCE:

N/A

10.0 GENERAL VENDOR INFORMATION:

Firm Name: Municipal Equipment Company, LLC

Street Address: 408 Bif Ct

City: Orlando State and ZIP Code: FL 32809

Mailing Address (if different): same

Telephone: 800-228-8448 Fax: n/a

Federal Identification Number / TIN: 59-3624496

DUNS Number: 020992533

11.0 SUBMITTAL SIGNATURE:

I hereby certify the information indicated for this Submittal is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this Submittal on behalf of the Vendor. I, individually and on behalf of the Vendor, acknowledge and agree to abide by all terms and conditions contained in this solicitation as well as any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: *Mathew Fenneman*

Date: 4/20/2022

Print Name: Mathew Fenneman

Title: President

Primary E-mail Address: matt@mecofire.com

Secondary E-mail Address: mfenneman@mecofire.com

The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

[The remainder of this page is intentionally blank]

Municipal Equipment Company, LLC			
ITEM #	SAVE AND SUBMIT AS AN EXCEL FILE		
1	www.mecofire.com		
SHOP LOCATION			
2a	408 Bif Ct Orlando, FL 32809		
2b	Mathew Fenneman PH. 800-228-8448 Email. matt@mecofire.com		
2c	Labor for Equipment Repair (not under warranty)	\$100.00	per hour
2d	Pickup or delivery services offered?	yes	
2e	Pick up / delivery fee for Equipment	various	per call

The following information is required for price redetermination consideration.

Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of fuel?	up to 20%
Which does the firm use: Diesel fuel or Gasoline?	Gasoline
Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of wages?	30%
Assuming prices quoted include costs for vehicles, maintenance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of materials?	up to 20%

Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for any direct purchasing. Contractor will be responsible for payment of taxes on all materials purchased by the Contractor for the project.

LIST MANUFACTURER SUPPORTED.

3	MANUFACTURER	Hourly Service Rate	Factory Authorized Service Center? YES/NO
	Draeger	\$100.00	Yes
	Arctic Compressors	\$100.00	Yes

<i>Municipal Equipment Company, LLC</i>				
SAVE AND SUBMIT AS AN EXCEL FILE				
FIRM'S WEBSITE:		www.mecofire.com		
Warehouse Location(s):		408 Bif Ct Orlando, FL 32809		
Contact Information For Emergency/Disaster Services (24/7)				
Name:		Mathew Fenneman		
Email:		matt@mecofire.com		
Emergency Phone:		800-228-8448		
List manufacturer brands supported.				
MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
Akron Brass	40.00%	1-8 weeks	yes	www.akronbrass.com
Arctic Compressor	2.00%	2-4 weeks	yes	www.arcticcompressor.com
Armor Express	10.00%	2-4 weeks	yes	www.armorexpress.com
Bayco Products	10.00%	2-3 weeks	yes	www.baycoproducts.com
Blackington Badges	20.00%	4-6 weeks	yes	www.Blackington.com
Bullard	5.00%	1-8 weeks	yes	www.bullard.com
CMC	8.00%	1-8 weeks	yes	www.cmcpro.com
Cairns	20.00%	1-4 weeks	yes	www.msasafety.com
Chemguard	20.00%	2 weeks	yes	www.jci.com
Council Tool	1.00%	1-8 weeks	yes	www.counciltool.com
CW Nielsen	20.00%	2-6 weeks	yes	www.cwnielsenbadges.com
Dewalt	5.00%	2-4 weeks	yes	www.dewalt.com
Door Storm	1.00%	2-6 weeks	yes	www.doorstorm.com
Draeger Engineered solutions	0.00%		yes	
Draeger SCBA & Gas Detection	5.00%	2-6 weeks	yes	www.Draeger.com
Duo Safety	15.00%	26 weeks	no	www.duosafety.com
Edwards and Cromwell	2.00%	1-2 weeks	yes	www.edwardsandcromwell.com
Elkhart Brass	25.00%	1-8 weeks	yes	www.elkhartbrass.com
Ergodyne	3.00%	1-3 weeks	yes	www.ergodyne.com
Enforcer One	15.00%	2-10 weeks	yes	www.enforcerone.com
Evac Systems	10.00%	2-3 weeks	yes	www.evacsytms.com
Fecheimer	5.00%	1-3 weeks	yes	www.fecheimer.com
Federal Signal	25.00%	1-4 weeks	yes	www.fedsig.com
Firehooks	2.00%	1-4 weeks	yes	www.firehooksunlimited.net

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
Fire Innovations	5.00%	2-3 weeks	yes	www.fireinnovations.com
Fire Research	20.00%	1-4 weeks	yes	www.fireresearch.com
Fire Service Plus	20.00%	2-3 days	yes	www.fireade.com
Firebull	15.00%	2-3 days	yes	www.enforcerone.com
Firequip	35.00%	4-8 weeks	yes	www.snaptite.com
Flamefighter	10.00%	1-3 weeks	yes	www.flamefighter.com
Flir Sytems	10.00%	2-6 weeks	yes	www.flir.com
Florida PPE Services	2.00%		yes	www.floridappeservices.com
Foldatank	10.00%	1-4 weeks	yes	www.fol-da-tank.com
Gemtor	10.00%	1-3 weeks	yes	www.gemtor.com
Genesis Rescue Systems	0.00%	3-4 weeks	yes	www.genesisrescue.com/
GH Armor	10.00%	2-4 weeks	yes	www.gharmor.com
Glassmaster	5.00%	1 week	yes	www.glasmaster.com
Groves, Inc.	1.00%	2-4 weeks	yes	www.groves.com
Haix North America	20.00%	1-2 weeks	yes	www.haix.com
Hannay Reels	1.00%	1-4 weeks	yes	www.hannay.com
Harrington	20.00%	1-3 weeks	yes	www.Harrinc.com
Hebert Hose Clamps	1.00%	1-3 weeks	yes	no web
Holmatro	1.00%	1-6 weeks	yes	www.holmatro.com
Homeland Six	5.00%	2-6 weeks	yes	www.homelandsix.com
Hot Shield USA	10.00%	2-3 weeks	yes	www.hotshield.com
Humat	1.00%	2-3 weeks	yes	www.humat.com
Husky Portable Containment	1.00%	2-4 weeks	yes	www.huskyportable.com
Identifire	5.00%	1-2 weeks	yes	www.identifiresafety.com
Janesville	35.00%	3-6 months	yes	www.lionprotects.com
Kappler	3.00%	2-4 weeks	yes	www.kappler.com
Kochek	15.00%	2-6 weeks	yes	www.kochek.com
Koehler Manufacturing	10.00%	2-4 weeks	yes	www.flashlight.com
Kussmaul	5.00%	1-2 weeks	yes	www.kussmaul.com
Lakeland Industries	15.00%	2-8 weeks	yes	www.lakeland.com
Leatherhead Tools	10.00%	2-4 weeks	yes	www.leatherheadtools.com
Lion Boots	20.00%	1-2 weeks	yes	www.lionprotects.com
Lion Gloves	20.00%	1-2 weeks	yes	www.lionprotects.com
Lion Helmets	20.00%	2-8 weeks	yes	www.lionprotects.com
Lion Hoods	20.00%	1-2 weeks	yes	www.lionprotects.com
Lion Training Products	2.00%	1-4 weeks	yes	www.lionprotects.com
Lion Uniforms	30.00%	1-4 weeks	yes	www.lionprotects.com
Lion Wildland Equipment	10.00%	30-60 days	yes	www.lionprotects.com
Mirion	0.00%	2 weeks	yes	www.mirion.com
Nupla	10.00%	2-4 weeks	yes	www.nuplatools.com
Pacific Helmets	15.00%	2-12 weeks	yes	www.pipusa.com
Paratech	1.00%	2-4 weeks	yes	www.paratech.com
Partner	5.00%	1-2 weeks	yes	www.teamequipment.com
Paul Conway Shields	2.00%	2-3weeks	yes	www.conwayshield.cmom

EXHIBIT B
HUMAN TRAFFICKING AFFIDAVIT



HUMAN TRAFFICKING AFFIDAVIT

The Human Trafficking Affidavit is required by Section 787.06, Florida Statutes ("F.S."), as amended by HB 7063, which is deemed as being expressly incorporated into this Form. The Form must be completed by a person authorized to make this attestation on behalf of the Contractor (Nongovernmental Entity) for the purpose of executing, amending, or renewing a Contract with the County (Governmental Entity). The associated Contract shall not become effective unless and until this completed and executed Form is submitted to the County (Governmental Entity). The term Governmental Entity has the same meaning as in Section 287.138(1), F.S.

Municipal Equipment Company does not use coercion for labor or services as defined in Section 787.06, F.S.
Contractor's Legal Company Name

Pursuant to Section 92.525, F.S., under the penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Contractor's Authorized Representative: Matthew Fennewan

Title of Contractor's Authorized Representative: President

Signature of Contractor's Authorized Representative: 

Date: 10/23/2025

**AGREEMENT BETWEEN
THE CITY OF KISSIMMEE AND
TEN-8 FIRE & SAFETY, LLC**

THIS AGREEMENT is made ____ day of _____, 20__ by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741, hereinafter "**City**" and **TEN-8 FIRE & SAFETY, LLC**, a Florida Limited Liability Company, whose address is 1112 Manatee Avenue East, Bradenton, FL 34208, hereinafter "**Vendor**," collectively hereinafter referred to as "**Parties**" and individually referred to as a "**Party**," and each represents as follows:

WITNESSETH

WHEREAS, the City needs to purchase various gear for the Fire Department from time to time, and

WHEREAS, Chapter 287, Florida Statutes, grants government entities the authority to purchase goods and services as a form of inter-governmental cooperative purchasing in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.); and

WHEREAS, the City's Purchasing Manual allows the City to "purchase directly from Federal, State, County, School Board, or Utility Authority contracts or another city's contracts and from cooperative purchasing agreements;" and

WHEREAS, Lake County, Florida entered into Contract Number 22-730K with Vendor on August 1, 2022 (hereinafter the "Master Agreement") following a competitive bidding and selection process, Invitation to Bid # 22-730; and

WHEREAS, the term of the Master Agreement has been extended by the parties thereto until July 31, 2027; and

WHEREAS, the Master Contract allows other governmental agencies to make purchases in accordance with the terms of Master Contract and Vendor consents to allowing City to purchase various gear for the Fire Department as further described in the Master Agreement which is attached hereto and incorporated herein, according to the terms of the Master Agreement; and

WHEREAS, City has determined that the specifications in the solicitation by Lake County, Florida are similar in nature to the various gear for the Fire Department needed by the City, and therefore it is economically advantageous and in the best interest of the City to enter into a cooperative purchase contract with Vendor; and

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

- 1. RECITALS.** The foregoing recitals are true and correct and incorporated herein.

2. **THE CONTRACT DOCUMENTS.** The contract documents consist of this Agreement, the Master Agreement, which is attached hereto as Exhibit A, a Human Trafficking Affidavit, which is attached hereto as Exhibit B, and any subsequent duly executed amendments to any of the aforementioned documents. These contract documents form the Agreement, and all are incorporated herein as if set forth in full. In the event of a conflict between the aforementioned documents, any duly executed amendment to this Agreement will control, followed by this Agreement, Exhibit A, and Exhibit B, in that order.

Upon execution of this Agreement, all references made to the "Lake County, Florida," County," or "Board of County Commissioners" in Exhibit A will be interpreted as pertaining to the City of Kissimmee and City of Kissimmee Commissioners, all references made to "Bidder," "Offeror," "Contractor," or "Vendor" in Exhibit A will be interpreted as pertaining to Vendor and all terms and conditions of Exhibit A not inconsistent with this Agreement, are deemed as having been implemented for use within the City of Kissimmee. It is understood that wherever the words "Lake County, Florida," County," or "Board of County Commissioners" appear, they will be read as "City of Kissimmee," "City," and "City of Kissimmee Commissioners" and wherever the word "Bidder," "Offeror," "Contractor," or "Vendor" appears, it will be read as "Vendor."

3. **TERM.** The term of this Agreement shall begin upon execution of both parties and continue through July 31, 2027.
4. **ORDER.** Vendor agrees to provide to City the products listed in Attachment 2B – Pricing Sheet of the Master Agreement according to the terms of this Agreement upon issuance of a purchase order by the City which specifies the products and in which quantity the City is ordering.
5. **PAYMENT.** Upon review and approval of Vendor's invoice and verification that products and services have been rendered in conformity with this Agreement, the City shall pay Vendor in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Vendor shall not apply any late charges, interest or penalties to any invoice or charges for services until forty-five (45) days from the City's receipt of the invoice.
6. **GOVERNING LAW.** The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. Venue for any cause of action asserted by any party brought in State Court shall be in Osceola County. Venue for any action brought in Federal court shall be in the Middle District of Florida, Orlando Division.
7. **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.

8. **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.
9. **NOTICE.** Any and all notices required to be furnished to City under this Agreement shall be in writing and either hand delivered or, if sent by U.S. Mail or overnight delivery shall be addressed as follows:

City of Kissimmee James Walls Chief Kissimmee Fire Department 101 N. Church Street Kissimmee, FL 34741

10. **PUBLIC RECORDS.** The Vendor 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 Vendor shall keep and maintain public records required by the City to perform the service.

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

- a. If the City's Custodian of Records requests records from the Vendor, the Vendor shall provide the City's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost charged by the City of Kissimmee, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- b. The Vendor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Vendor does not transfer the records to the City.
- c. Upon completion of the contract, the Vendor shall transfer, at no cost, to the City all public records in possession of the Vendor or keep and maintain public records required by the City to perform the service. If the Vendor transfers all public records to the City upon completion of the Contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

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

- d. Upon notice to the Vendor of a request to inspect or copy public records relating to a City's contract for services, the Vendor shall provide the records to the City or allow the records to be inspected or copied within a reasonable time.
- e. If the 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

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

12. HUMAN TRAFFICKING. Vendor shall provide City with the affidavit provided in Exhibit B signed by an officer or representative of Vendor attesting, under penalty of perjury, that Vendor does not use coercion for labor or services as defined by section 787.06, Florida Statutes.

13. ANTITRUST VIOLATOR VENDOR LIST. Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

14. DISCRIMINATORY VENDOR LIST. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

15. PROHIBITED TELECOMMUNICATIONS EQUIPMENT. Vendor represents and certifies that it and its applicable subcontractors do not and will not use any equipment,

system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR Sections 52.204-24 through 52.204-26. By executing this Agreement, Vendor represents and certifies that Vendor and its applicable subcontractors must not provide or use such covered telecommunications equipment, system, or services for any scope of work performed for City for the entire duration of this Agreement. If Vendor is notified of any use or provisions of such covered telecommunications equipment, system, or services by a subcontractor at any tier or by any other source. Vendor must promptly report the information in 40 CFR Section 52.204-25(d)(2) to City.

16. FOREIGN COUNTRY OF CONCERN. Vendor represents and warrants that it is not an entity that gives or will give access to an individual's personal identifying information in violation of Section 287.138, Florida Statutes.

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

18. ENTIRE AGREEMENT. This Agreement constitutes the complete, full, and wholly independent agreement among the parties to this Agreement with regard to the matters contained herein. This Agreement also supersedes all prior representation, statements, and understandings among the Parties to this Agreement with respect to the matters and things addressed herein, either written or oral.

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have caused this Agreement to be executed:

TEN-8 FIRE & SAFETY, LLC

Signed: [Signature]

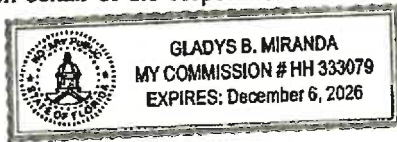
Print name: RICHARD DOWNER

Title: CHIEF OPERATING OFFICER

Date: 10/23/25

STATE OF FLORIDA)
COUNTY OF MANATEE)

The foregoing instrument was acknowledged before me this 23rd day of October, 2025, by means of ☒ physical presence or ☐ online notarization, by Richard Downer as COO of Ten-8 Fire & Safety, LLC, who is personally known to me or has produced identification, and acknowledged before me that they executed the forgoing instrument as such officer in the name and on behalf of the corporation.



[Signature]
Notary Public

CITY OF KISSIMMEE

Mayor-Commissioner

Date: _____

ATTEST:

City Clerk

Approved as to form and legal sufficiency:

City Attorney

EXHIBIT A
MASTER AGREEMENT



MODIFICATION OF CONTRACT

Modification Number: Eleven (11) Effective Date: 5/11/2025	Contract Number: 22-730K Title: Fire Equipment, Supplies, and Services Effective Date: 8/1/2022
OFFICE OF PROCUREMENT SERVICES Contracting Officer: Melanie Pompos E-mail: melanie.pompos@lakecountyfl.gov Telephone Number: 352-343-9423	CONTRACTOR Name: Ten-8 Fire & Safety, LLC Address: 2950 59 th Avenue Drive East City: Bradenton, FL 34203 ATTENTION: cmorgan@ten8fire.com
INSTRUCTIONS: Contractor to sign Signature Block showing acceptance of this written modification and return to Procurement Services within ten (10) days after receipt. An executed copy will be sent to the Contractor for Contract inclusion.	
DESCRIPTION OF MODIFICATION: Contract modification to add Decon Wash in Solo Rescue for MSA SCBA at \$30.00 each.	
CONTRACTOR SIGNATURE BLOCK Signature: <u>Cindy Morgan</u> Print Name: <u>Cindy Morgan</u> Title: <u>VP of Equipment Sales</u> Date: <u>7/8/2025</u> E-mail: <u>cmorgan@ten8fire.com</u> Secondary E-mail: <u>cpike@ten8fire.com</u>	LAKE COUNTY SIGNATURE BLOCK Signature: _____ Digitally signed Print Name: Melanie by Melanie Title: _____ Pompos Date: Pompos Date: 2025.07.08 09:14:45 -04'00'
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



MODIFICATION OF CONTRACT

Modification Number: Ten (10) Effective Date: 4/24/2025	Contract Number: 22-730K Title: Fire Equipment, Supplies, and Service Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel E-mail: gbechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: Ten-8 Fire and Safety, LLC Address: 2950 59th Ave Drive East City: Bradenton, FL 34203 ATTENTION: cmorgan@ten8fire.com; cpike@ten8fire.com
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u> . Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Contract modification to provide correct pricing on Attachment 2B - Pricing Sheet attached to modification 9.	
CONTRACTOR SIGNATURE BLOCK Signature: <u>Cindy Morgan</u> Print Name: <u>Cindy Morgan</u> Title: <u>VP of Equipment Sales</u> Date: <u>4/28/2025</u> E-mail: <u>cmorgan@ten8fire.com</u> Secondary E-mail: <u>cpike@ten8fire.com</u>	LAKE COUNTY SIGNATURE BLOCK Signature: _____ Print Name: <u>Gretchen Bechtel,</u> Digitally signed by Title: <u>CPPB, Senior</u> Gretchen Bechtel, CPPB, Title: <u>Contracting Officer</u> Senior Contracting Officer Date: _____ Date: 2025.05.02 07:04:05 -04'00'
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



Lake County 22-730K Contract

Equipment	Bid Discount off List	Stocking Distributor?	Freight Included?	Website
Action	35%	NO	NO	http://actioncoupling.com/
Aeroclave	0%	YES	NO	http://www.aeroclave.com/
AH Stock	10%	NO	NO	http://www.ahstockmfg.com/
Ajax	10%	NO	NO	
Akron Brass	38%	YES	NO	http://www.akronbrass.com/
Akron Brass Parts	10%	YES	NO	http://www.akronbrass.com/
Alocolite	15%	NO	NO	http://www.fireladder.com/
Amerex	35%	YES	NO	http://amerex-fire.com/
Anchor Industries	5%	NO	NO	https://www.anchorinc.com/specialty-products/
Angus	40%	NO	NO	http://www.angusfire.com/
Angus Foam	12%	NO	NO	http://angusfire.com/foam-concentrates/
Ansul Foam	12%	NO	NO	https://www.ansul.com/en/us/pages/default.aspx
Ansul Foams	12%	NO	NO	
Blowhard Fans	10%	NO	NO	https://www.blowhardfans.com/
Boston Leather	10%	YES	NO	http://www.bostonleather.com/
Bullard (WILDLAND ONLY)	30%	YES	NO	https://www.bullard.com/
Bulldog Name Change from Angus	40%	NO	NO	http://www.bulldoghose.com/
Cairns & Brother	35%	YES	NO	http://us.msasafety.com/
California Mountain (CMC)	0%	NO	NO	http://www.cmcrescue.com/
Cast Products	10%	NO	NO	http://www.getcpi.com/
CET	20%	YES	NO	http://fire-pump.com/
Chemguard Foam	12%	NO	NO	http://www.chemguard.com/
Class One (Span Instruments)	10%	YES	NO	
Code 3	5%	NO	NO	http://www.code3pse.com/
Cosmas USA	25%	YES	NO	http://www.cosmasusa.com/
Council Tools	0%	NO	NO	http://counciltool.com/
Cutter's Edge	10%	YES	NO	http://www.cuttersedge.com/
Darley & Co.	5%	NO	NO	http://www.darley.com/
David Clark	10%	NO	NO	http://www.davidclarkcompany.com/
Door Storm	5%	NO	NO	http://www.doorstorm.com/
Dragon Fire Gloves	5%	NO	NO	http://www.dragonfiregloves.com/
Duo Safety	10%	NO	NO	http://www.duosafety.com/
Edwards Mfg	0%	NO	NO	http://www.edwardsironworkers.com/
Elkhart Brass	25%	YES	NO	http://www.elkhartbrass.com/
Ergodyne	30%	YES	NO	https://www.ergodyne.com/
ESS- Parts	10%	NO	NO	http://www.esseyepro.com/
ESS- product	25%	NO	NO	http://www.esseyepro.com/
Euramco Safety	10%	NO	NO	http://www.euramcosafety.com/
Federal Signal Corp	10%	YES	NO	https://www.federalsignal.com/
Ferno	0%	NO	NO	http://www.fernoems.com/
Fire Hooks Unlimited	0%	YES	NO	http://www.firehooksunlimited.net/
Fire Research	15%	NO	NO	http://www.fireresearch.com/
Firecom	15%	YES	YES	http://www.firecom.com/
Firecraft Safety Products	10%	NO	NO	https://www.firecraftsafety.com/
Flamefighter	20%	YES	NO	http://flamefighter.com/
Fold A Tank	20%	YES	NO	http://www.fol-da-tank.com/
Gemtor (formerly Atlas)	15%	YES	NO	http://www.gemtor.com/
Glassmaster Wehr	10%	YES	NO	http://glasmaster.com/
Globe - Turnout Gear	44%	NO	NO	http://globeturnoutgear.com/

Globe Boots	31%	YES	NO	http://globeturnoutgear.com/
Groves Incorporated	15%	NO	NO	http://www.groves.com/
Haix Boots	15%	YES	NO	https://www.haixusa.com/haix-firefighter
Hale Fire Pumps	5%	YES	NO	http://haleproducts.com/
Hannay Reels	10%	YES	NO	http://www.hannay.com/
Harrington	40%	YES	NO	http://www.harrinc.com/
Hazard Control	0%			
Hazard Control Technolgies	5%	YES	NO	https://hct-world.com/
Hebert	20%	YES	NO	
HexArmor	15%	YES	NO	https://www.hexarmor.com/
Hi-Lift Jack	5%	NO	NO	https://hi-lift.com/first-responder-jack/
Humat	0%	NO	NO	http://www.humat.com/
Husky	20%	YES	NO	http://www.huskyportable.com/
Hygenall	0%	NO	NO	https://hygenall.com/firefighters/
Identifire	0%	No	NO	identifiresafety.com
JGB Hose	5%	YES	NO	https://www.jgbhose.com/
Junk Yard Dog	5%	NO	NO	http://junkyarddogindustries.com/
Key Hose	40%	YES	NO	http://keyhose.com/products.html
Kochek	30%	YES	NO	https://www.kochek.com/
Kussmaul	12%	YES	NO	http://www.kussmaul.com/
Lakeland Industries	25%	No	NO	https://www.lakeland.com/us
Leader Fans	10%	YES	NO	http://www.leadernorthamerica.com/
Leatherhead Tools	35%	YES	NO	http://www.leatherheadtools.com/
MSA Helmets	35%	YES	NO	http://us.msasafety.com/
MSA Instruments	15%	YES	NO	http://us.msasafety.com/
MSA Parts	0%	YES	NO	http://us.msasafety.com/
MSA SCBA	25%	YES	NO	http://us.msasafety.com/
MSA TIC	0%	YES	NO	http://us.msasafety.com/
Natale (Circle D)	10%	YES	NO	http://www.circledlights.com/
National Foam	5%	YES	NO	http://nationalfoam.com/
Nupla	30%	YES	NO	http://www.nuplacorp.com/
OHD USA	0%	NO	NO	http://www.ohdusa.com/
Pelican	15%	YES	NO	http://www.pelican.com/
Performance Advantage Company	10%	YES	NO	http://pactoolmounts.com/
Petrogen	0%	NO	NO	http://www.petrogen.com/
PGI	15%	NO	NO	https://www.pgi-inc.com/
Pierce	5%	YES	NO	
R & B Fabricators	10%	YES	NO	https://www.rbfab.com/
Redhead Brass				http://www.redheadbrass.com/
Redhead Brass QTY. 1-9	10%	YES	NO	http://www.redheadbrass.com/
Redhead Brass QTY 10-24	20%	YES	NO	http://www.redheadbrass.com/
Redhead Brass QTY 25-49	30%	YES	NO	http://www.redheadbrass.com/
Redhead Brass QTY 50-199	40%	YES	NO	http://www.redheadbrass.com/
Rescue 42	10%	YES	NO	http://rescue42.com/
Rescue Tech	5%	NO	NO	http://www.rescuetechn1.com/
Rice Hydro - test pumps	25%	YES	NO	http://www.ricehydro.com/
Rice Hydro Accessories	10%	YES	NO	http://www.ricehydro.com/
SaferStraps	0%	YES	NO	https://saferstraps.com/
SCBAS	15%	YES	NO	http://scbas.com/
Sensible Mounts	15%	YES	NO	http://senpro.net/
Shelby Wolverine	5%	YES	NO	http://www.shelbyglove.com/
Signal Vehicle Products	20%	NO	NO	
Solutions Safety Products	0%	NO	NO	https://solutionssafety.com/products/citrosqueeze
South Park	20%	YES	NO	http://www.spcbrass.com/
SpillArmor	10%	YES	NO	http://smartvistallic.com/spillarmor/
Sterling Rope	15%	NO	NO	http://www.sterlingrope.com/
Streamlight	40%	YES	NO	http://www.streamlight.com/
SuperVac	25%	YES	NO	http://supervac.com/

Task Force Tips	38%	YES	NO	http://www.tft.com/
Task Force Tips - Parts	20%	NO	NO	http://www.tft.com/
Task Force Tips G-Force	0%	YES	NO	https://www.tft.com/Product-Series/G-Force
Team Equipment	0%	YES	NO	http://www.teamequipment.com/
TeleLite	5%	NO	NO	http://www.tele-lite.com/
Tempest Fans	20%	YES	NO	http://www.tempest.us.com/
Thorogood Boots	20%	YES	NO	http://www.weinbrennerusa.com/
TNT Rescue Tools	0%	YES	NO	http://www.tntrescue.com/
TNT Tools	0%	NO	NO	http://www.tnttool.com/
Tomar	10%	YES	NO	http://www.tomar.com/
True North	10%	YES	NO	http://www.truenorthgear.com/
Turtle Plastics	10%	YES	NO	http://turtleplastics.com/
US Coupling	25%	YES	NO	http://www.uscouplings.com/home/
Vanguard Safetywear	5%	YES	NO	https://www.vanguardsafetywear.com/
Vanner	10%	YES	NO	http://www.vanner.com/
Waterax	10%	NO	NO	http://www.waterax.com/
Waterous	10%	YES	NO	http://www.waterousco.com/
Weldon	10%	YES	NO	http://www.akronbrass.com/
Western Shelter - Crew Boss	10%	YES	NO	http://westernshelter.com/
Western Shelter- tanks/shelters	0%	NO	NO	http://westernshelter.com/
Whelen Engineering	10%	YES	NO	http://www.whelen.com/index.php
Will Burt	10%	NO	NO	http://www.willburt.com/
Williams Foam	12%	YES	NO	http://www.williamsfire.com/HOME.aspx
Ziamatic/Zico	20%	YES	NO	http://www.ziamatic.com/
Added in 2022				
Ricochet	35%	No	No	https://www.ricochet-gear.com/
Rescue Intellitech	0%	No	No	https://www.rescueintellitech.com/en-us/
Added in 2023				
Arctic Compressors	0%	NO	NO	https://www.arcticcompressor.com/
Fire-Dex Gloves/Hoods	20%	NO	NO	https://www.firedex.com/hoods/
Fast Rescue Solutions	0%	NO	NO	https://www.fastrescuesolutions.com/
Darley & Co. (change in discount)	0%	NO	NO	http://www.darlev.com/
Glassmaster Wehr (change in discount)	0%	YES	NO	http://glassmaster.com/
Groves Incorporated (change in discount)	5%	NO	NO	http://www.groves.com/
Junk Yard Dog (change in discount)	0%	NO	NO	http://junkyarddogindustries.com/
Rescue Tech (change in discount)	0%	NO	NO	http://www.rescuetechn1.com/
Task Force Tips (change in discount)	33%	YES	NO	http://www.tft.com/
Circul-Air	0%	NO	NO	https://circul-air-corp.com/
Fotokite	0%	NO	NO	https://fotokite.com/
Added in 2024				
AquaEye	0%	NO	NO	https://vodasafe.ca/aquaeve/
Covert Armor	0%	NO	NO	https://www.covertarmor.com/
Seek Thermal	0%	YES	NO	https://www.thermal.com/
Added in 2025				
Brimstone	5%	NO	NO	https://brimstonefireprotection.com/
Ten-8 ISP	5%	YES	YES	https://ten8fire.com/
Powerhawk/RescueQ Tec	15%	NO	NO	https://www.powerhawk.com/
Turbodraft	0%	NO	NO	https://www.turbodraft.net/
Edwards & Cromwell	0%	NO	NO	https://edwardsandcromwell.com/products/
Petzl	10%	NO	NO	https://www.petzl.com/US/en/Professional
Akron Brass Parts (change discount)	0%	YES	NO	https://www.akronbrass.com/parts-and-accessories
Elkhart Brass Parts (change discount)	0%	YES	NO	https://elkhartbrass.com/fastlane/
TFT Parts (change discount)	0%	YES	NO	https://tft.com/
PGI (change discount)	10%	YES	NO	https://www.pgi-inc.com/
Ram Airdryer	5%	NO	NO	https://www.ramairgeardryer.com/



MODIFICATION OF CONTRACT

Modification Number: Nine (9) Effective Date: 8/1/2025	Contract Number: 22-730K Title: Fire Equipment, Supplies, and Service Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel E-mail: gbechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: Ten-8 Fire and Safety, LLC Address: 2950 59th Ave Drive East City: Bradenton, FL 34203 ATTENTION: debouwer@ten8fire.com; cmorgan@ten8fire.com
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u> . Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Contract modification to renew the agreement for two annual terms to expire on 07/31/2027 or until new contract is awarded.	
CONTRACTOR SIGNATURE BLOCK Signature: <u>Cindy Morgan</u> Print Name: <u>Cindy Morgan</u> Title: <u>VP of Equipment and Rescue Sales</u> Date: <u>2/18/2025</u> E-mail: <u>cmorgan@ten8fire.com</u> Secondary E-mail: <u>cpike@ten8fire.com</u>	LAKE COUNTY SIGNATURE BLOCK Signature: _____ Print Name: <u>Gretchen Bechtel</u> Title: <u>Contracting Officer II</u> Date: _____ Digitally signed by Gretchen Bechtel, Contracting Officer II Date: 2025.03.17 08:03:54 -04'00'
Distribution: Original – Bid File Copy – Contractor Contracting Officer	

Ten-8 Fire & Safety, LLC			
ITEM #	SAVE AND SUBMIT AS AN EXCEL FILE		
1	www.ten8fire.com		
	SHOP LOCATION		
2a	2950 59th Ave Dr E, Bradenton, FL 34203		
2b	Mike Ferguson, 800-228-8368, mferguson@ten8fire.com (Pierce) Cory Scott 941-757-2925 MSAservice@ten8fire.com (MSA)		
2c	Labor for Equipment Repair (not under warranty)	\$156.66	per hour
2d	Pickup or delivery services offered?	Yes	
2e	Pick up / delivery fee for Equipment	\$75.00-/hour/person	per call

The following information is required for price redetermination consideration.

Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of fuel?	N/A
Which does the firm use: Diesel fuel or Gasoline?	Both
Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of wages?	N/A
Assuming prices quoted include costs for vehicles, maintenance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of materials?	N/A

Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for any direct purchasing. Contractor will be responsible for payment of taxes on all materials purchased by the Contractor for the project.

LIST MANUFACTURER SUPPORTED.			
3	MANUFACTURER	Hourly Service Rate	Factory Authorized Service Center? YES/NO
	Pierce - At Vendor Facility, 8AM - 5PM, Mon - Fri	\$156.66	Yes
	Pierce - At Vendor Facility, outside of hours mentioned above	\$207.02	Yes
	Pierce - Off Site Location, 8AM - 5PM, Mon - Fri	\$179.04	Yes
	Pierce - Off Site Location, outside of hours mentioned above	\$279.75	Yes
	Pierce - Shop supply fee	8% of labor	Yes
	MSA Service Travel Fee	1.50/mile	Yes
	MSA SCBA Annual Flow Test	\$90.00	Yes
	MSA Annual Quantitative Facepiece Leak Testing	\$35.00	Yes
	MSA Personnel Facepiece Fit Testing	\$35.00	Yes
	MSA Labor Rate	\$150.00	Yes



Lake County 22-730K Contract

Equipment	Bid Discount off List	Stocking Distributor?	Freight Included?	Website
3 M Company	N/A			
Able Sho Me	N/A			
Action	35.00%	NO	NO	http://actioncoupling.com/
Aeroclave	0.00%	YES	NO	http://www.aeroclave.com/
AH Stock	10.00%	NO	NO	http://www.ahstockmfg.com/
Aim	N/A			
Ajax	10.00%	NO	NO	
Akron Brass	38.00%	YES	NO	http://www.akronbrass.com/
Akron Brass Parts	10.00%	YES	NO	http://www.akronbrass.com/
All American Fire Hose	N/A			
Allen Systems	N/A			
Alocolite	15.00%	NO	NO	http://www.fireladder.com/
Amerex	35.00%	YES	NO	http://amerex-fire.com/
American Firewear by Honeywell	N/A			
American LaFrance	N/A			
Anchor Industries	5.00%	NO	NO	https://www.anchorinc.com/specialty-products/
Angus	40.00%	NO	NO	http://www.angusfire.com/
Angus Foam	12.00%	NO	NO	http://angusfire.com/foam-concentrates/
Ansul Foam	12.00%	NO	NO	https://www.ansul.com/en/us/pages/default.aspx
Ansul Foams	12%	NO	NO	
Applecroft	N/A			
B & B Enterprises	N/A			
Bio Systems	N/A			
Blackington Badges	N/A			
Blowhard Fans	10.00%	NO	NO	https://www.blowhardfans.com/
Boston Leather	10.00%	YES	NO	http://www.bostonleather.com/
Bouton Co./Visonaid	N/A			
Bullard (WILDLAND ONLY)	30.00%	YES	NO	https://www.bullard.com/
Bulldog Name Change from Angus	40.00%	NO	NO	http://www.bulldoghose.com/
Cairns & Brother	35.00%	YES	NO	http://us.msasafety.com/
California Mountain (CMC)	0.00%	NO	NO	http://www.cmcrescue.com/
Cast Products	10.00%	NO	NO	http://www.getcpi.com/
CET	20.00%	YES	NO	http://fire-pump.com/
Charkate	N/A			
Chemguard Foam	12.00%	NO	NO	http://www.chemguard.com/
Chubb (Foam)	N/A			
Churchville	N/A			
Circul Air	N/A			
Class One (Span Instruments)	10.00%	YES	NO	
Code 3	5.00%	NO	NO	http://www.code3pse.com/
Collin Axes	N/A			
Collins Dynamics (Rom Corp)	N/A			
Cosmas USA	25.00%	YES	NO	http://www.cosmasusa.com/
Council Tools	0.00%	NO	NO	http://counciltool.com/
Cutter's Edge	10.00%	YES	NO	http://www.cuttersedge.com/

CW Neilsen	N/A			
Darley & Co.	5.00%	NO	NO	http://www.darley.com/
David Clark	10.00%	NO	NO	http://www.davidclarkcompany.com/
DB Smith Indian Tanks	N/A			
Dicke Tool	N/A			
Door Storm	5.00%	NO	NO	http://www.doorstorm.com/
Draeger Engineered Solutions	N/A			
Dragon Fire Gloves	5.00%	NO	NO	http://www.dragonfiregloves.com/
Drexel	N/A			
Duo Safety	10.00%	NO	NO	http://www.duosafety.com/
Edison	N/A			
Edwards and Cromwell	N/A			
Edwards Mfg	0.00%	NO	NO	http://www.edwardsironworkers.com/
Elkhart Brass	40.00%	YES	NO	http://www.elkhartbrass.com/
Ergodyne	30.00%	YES	NO	https://www.ergodyne.com/
ESS- Parts	10.00%	NO	NO	http://www.esseyepro.com/
ESS- product	25.00%	NO	NO	http://www.esseyepro.com/
ETI Emergency Technology	N/A			
Euramco Safety	10.00%	NO	NO	http://www.euramcosafety.com/
Extenda Lite (Akron)	N/A			
Federal Signal Corp	10.00%	YES	NO	https://www.federalsignal.com/
Ferno	0.00%	NO	NO	http://www.fernoems.com/
Fire Hooks Unlimited	0%	YES	NO	http://www.firehooksunlimited.net/
Fire Power	N/A			
Fire Research	15.00%	NO	NO	http://www.fireresearch.com/
Firecom	15.00%	YES	YES	http://www.firecom.com/
Firecraft Safety Products	10.00%	NO	NO	https://www.firecraftsafety.com/
FireQuip	N/A			
Flamefighter	20.00%	YES	NO	http://flamefighter.com/
Fold A Tank	20.00%	YES	NO	http://www.fol-da-tank.com/
Gemtor (formerly Atlas)	15.00%	YES	NO	http://www.gemtor.com/
Glassmaster Wehr	10.00%	YES	NO	http://glasmaster.com/
Globe - Turnout Gear	44.00%	NO	NO	http://globeturnoutgear.com/
Globe Boots	31.00%	YES	NO	http://globeturnoutgear.com/
Glove Corp.	N/A			
Gorman Rupp Pumps	N/A			
Groves Incorporated	15.00%	NO	NO	http://www.groves.com/
Haix Boots	15.00%	YES	NO	https://www.haixusa.com/haix-firefighter
Hale Fire Pumps	5	YES	NO	http://haleproducts.com/
Hannay Reels	10.00%	YES	NO	http://www.hannay.com/
Harrington	40.00%	YES	NO	http://www.harrinc.com/
Hazard Control	N/A			
Hazard Control Technologies	5.00%	YES	NO	https://hct-world.com/
Hebert	20.00%	YES	NO	
HexArmor	15.00%	YES	NO	https://www.hexarmor.com/
HI-Lift Jack	5.00%	NO	NO	https://hi-lift.com/first-responder-jack/
Holmatro	N/A			
Honeywell Pro	N/A			
Humat	0.00%	NO	NO	http://www.humat.com/
Husky	20.00%	YES	NO	http://www.huskyportable.com/
Hydra Shield	N/A			
Hygenall	0.00%	NO	NO	https://hygenall.com/firefighters/

Identifire	0.00%	No	NO	identifiresafety.com
Imperial Hose	N/A			
Iowa American	N/A			
Janesville	N/A			
JGB Hose	5.00%	YES	NO	https://www.jgbhose.com/
Junk Yard Dog	5.00%	NO	NO	http://junkyarddogindustries.com/
Justrite	N/A			
JV Manufacturing	N/A			
Kappler	N/A			
Kendall Products	N/A			
Key Hose	40.00%	YES	NO	http://keyhose.com/products.html
Kochek	40.00%	YES	NO	https://www.kochek.com/
Koehler Mfg Co	N/A			
Kussmaul	12.00%	YES	NO	http://www.kussmaul.com/
Lacrosse Boots	N/A			
Lakeland Industries	25.00%	No	NO	https://www.lakeland.com/us
Leader Fans	10.00%	YES	NO	http://www.leadernorthamerica.com/
Leatherhead Tools	35.00%	YES	NO	http://www.leatherheadtools.com/
Lifeliners	N/A			
Lions Uniforms	N/A			
Louis Pryer	N/A			
Lowell	N/A			
Mag Instruments	N/A			
Mann Axe	N/A			
Mars Signal Light	N/A			
McProducts	N/A			
Moran (Flash)	N/A			
Morning Pride	N/A			
MSA				
MSA Helmets	35.00%	YES	NO	http://us.msasafety.com/
MSA Instruments	15.00%	YES	NO	http://us.msasafety.com/
MSA Parts	15.00%	YES	NO	http://us.msasafety.com/
MSA SCBA	25.00%	YES	NO	http://us.msasafety.com/
MSA TIC	0.00%	YES	NO	http://us.msasafety.com/
Natale (Circle D)	10.00%	YES	NO	http://www.circledlights.com/
National Foam	12.00%	YES	NO	http://nationalfoam.com/
North American Fire Hose	N/A			
Nova	N/A			
Nupla	30	YES	NO	http://www.nuplcorp.com/
OHD USA	0.00%	NO	NO	http://www.ohdusa.com/
Pacific Reflex	N/A			
Paratech	N/A			
Partner	N/A			
Paul Conway Shields	N/A			
Pelican	15.00%	YES	NO	http://www.pelican.com/
Performance Advantage Company	10.00%	YES	NO	http://pactoolmounts.com/
Petrogen	0.00%	NO	NO	http://www.petrogen.com/
Petzel	N/A			
PGI	15.00%	NO	NO	https://www.pgi-inc.com/
Pierce	0.00%	YES	NO	
Pigeon Mountain Industries	N/A			
Plano	N/A			
R & B Fabricators	10.00%	YES	NO	https://www.rbfab.com/
Ranger Rubber	N/A			

Rawhide Firehose	N/A			
Redhead Brass				http://www.redheadbrass.com/
Redhead Brass QTY. 1-9	10.00%	YES	NO	http://www.redheadbrass.com/
Redhead Brass QTY 10-24	20.00%	YES	NO	http://www.redheadbrass.com/
Redhead Brass QTY 25-49	30.00%	YES	NO	http://www.redheadbrass.com/
Redhead Brass QTY 50-199	40.00%	YES	NO	http://www.redheadbrass.com/
Reflexite	N/A			
Rescue 42	10.00%	YES	NO	http://rescue42.com/
Rescue Tech	5.00%	NO	NO	http://www.rescuetechn1.com/
Rice Hydro - test pumps	25.00%	YES	NO	http://www.ricehydro.com/
Rice Hydro Accessories	10.00%	YES	NO	http://www.ricehydro.com/
SaferStraps	0.00%	YES	NO	https://saferstraps.com/
SCBAS	15.00%	YES	NO	http://scbas.com/
Scott Aviation	N/A			
Securitex	N/A			
Sensible Mounts	15.00%	YES	NO	http://senpro.net/
Servus Boots	N/A			
Shelby Wolverine	5.00%	YES	NO	http://www.shelbyglove.com/
Signal Vehicle Products	20.00%	NO	NO	
Snaptite	N/A			
Solutions Safety Products	0.00%	NO	NO	https://solutionssafety.com/products/citrosqueeze
South Park	20.00%	YES	NO	http://www.spcbrass.com/
SpillArmor	10.00%	YES	NO	http://smartvistallc.com/spillarmor/
Spumifier	N/A			
Sterling Rope	15.00%	NO	NO	http://www.sterlingrope.com/
Streamlight	40.00%	YES	NO	http://www.streamlight.com/
Superior Pneumatic	N/A			http://www.superiorpneumatic.com/
SuperVac	25.00%	YES	NO	http://supervac.com/
Task Force Tips	38.00%	YES	NO	http://www.tft.com/
Task Force Tips - Parts	20.00%	NO	NO	http://www.tft.com/
Task Force Tips G-Force	0.00%	YES	NO	https://www.tft.com/Product-Series/G-Force
Team Equipment	0.00%	YES	NO	http://www.teamequipment.com/
TeleLite	5.00%	NO	NO	http://www.tele-lite.com/
Tempest Fans	20.00%	YES	NO	http://www.tempest.us.com/
Thorogood Boots	20.00%	YES	NO	http://www.weinbrennerusa.com/
TNT Rescue Tools	0.00%	YES	NO	http://www.tntrescue.com/
TNT Tools	0.00%	NO	NO	http://www.tnttool.com/
Tomar	10.00%	YES	NO	http://www.tomar.com/
Topps	N/A			
True North	10.00%	YES	NO	http://www.truenorthgear.com/
Turtle Plastics	10.00%	YES	NO	http://turtleplastics.com/
Underwater Kinetics	N/A			
Unity Lights	N/A			
US Coupling	25.00%	YES	NO	http://www.uscouplings.com/home/
Vanguard Safetywear	5.00%	YES	NO	https://www.vanguardsafetywear.com/
Vanner	10.00%	YES	NO	http://www.vanner.com/
Veridian	N/A			
Waterax	10.00%	NO	NO	http://www.waterax.com/
Waterous	10.00%	YES	NO	http://www.waterousco.com/
Weldon	10.00%	YES	NO	http://www.akronbrass.com/
Western Shelter - Crew Boss	10.00%	YES	NO	http://westernshelter.com/
Western Shelter- tanks/shelters	0.00%	NO	NO	http://westernshelter.com/
Whelen Engineering	10.00%	YES	NO	http://www.whelen.com/index.php
Will Burt	10.00%	NO	NO	http://www.willburt.com/

Williams Foam	12.00%	YES	NO	http://www.williamsfire.com/HOME.aspx
Winco Generators	N/A			
Windsol	N/A			
Worden	N/A			
Zephyr	N/A			
Ziamatic/Zico	20.00%	YES	NO	http://www.ziamatic.com/
Added In 2022				
Ricochet	35.00%	No	No	https://www.ricochet-gear.com/
Rescue Intellitech	0.00%	No	No	https://www.rescueintellitech.com/en-us/
Added in 2023				
Arctic Compressors	0.00%	NO	NO	https://www.arcticcompressor.com/
Fire-Dex Gloves/Hoods	20.00%	NO	NO	https://www.firedex.com/hoods/
Fast Rescue Solutions	0.00%	NO	NO	https://www.fastrescuesolutions.com/
Darley & Co. (change in discount)	0.00%	NO	NO	http://www.darley.com/
Glassmaster Wehr (change in	0.00%	YES	NO	http://glassmaster.com/
Groves Incorporated (change in	5.00%	NO	NO	http://www.groves.com/
Junk Yard Dog (change in discount)	0.00%	NO	NO	http://junkyarddogindustries.com/
Rescue Tech (change in discount)	0.00%	NO	NO	http://www.rescuetechn1.com/
Task Force Tips (change in discount)	33.00%	YES	NO	http://www.tft.com/
Circul-Air	0.00%	NO	NO	https://circul-air-corp.com/
Fotokite	0.00%	NO	NO	https://fotokite.com/
Added In 2024				
AquaEye	0.00%	NO	NO	https://vodasafe.ca/aquaeye/
Covert Armor	0.00%	NO	NO	https://www.covertarmor.com/
Seek Thermal	0.00%	YES	NO	https://www.thermal.com/
Added in 2025				
Brimstone	5.00%	NO	NO	https://brimstonefireprotection.com/
Ten-8 ISP	0.00%	YES	YES	https://ten8fire.com/
Powerhawk/RescueQTec	15.00%	NO	NO	https://www.powerhawk.com/
Turbodraft	0.00%	NO	NO	https://www.turbodraft.net/
Edwards & Cromwell	0.00%	NO	NO	https://edwardsandcromwell.com/products/
Petzl	10.00%	NO	NO	https://www.petzl.com/US/en/Professional
Akron Brass Parts (change discount)	0.00%	YES	NO	https://www.akronbrass.com/parts-and-accessories
Elkhart Brass Parts (change discount)	0.00%	YES	NO	https://elkhartbrass.com/fastlane/
TFT Parts (change discount)	0.00%	YES	NO	https://tft.com/
PGI (change discount)	10.00%	YES	NO	https://www.pgi-inc.com/
Ram Airdryer	5.00%	NO	NO	https://www.ramairgeardryer.com/



MODIFICATION OF CONTRACT

Modification Number: Eight (8) Effective Date: 5/14/2024	Contract Number: 22-730K Title: Fire Equipment, Supplies, and Service Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel E-mail: gbechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: Ten-8 Fire and Safety, LLC Address: 2950 59th Ave Drive East City: Bradenton, FL 34203 ATTENTION: debouwer@ten8fire.com; cmorgan@ten8fire.com
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u> . Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Contract modification to add quantitative fit and bench flow testing for MSA SCBA per the attached pricing sheet.	
CONTRACTOR SIGNATURE BLOCK Signature: <u>Cindy Morgan</u> Print Name: <u>Cindy Morgan</u> Title: <u>VP of Equipment and Rescue Sales</u> Date: <u>5/14/2024</u> E-mail: <u>cmorgan@ten8fire.com</u> Secondary E-mail: <u>info@ten8fire.com</u>	LAKE COUNTY SIGNATURE BLOCK Signature: _____ Print Name: <u>Gretchen Bechtel</u> Title: <u>Contracting Officer II</u> Date: _____ Digitally signed by Gretchen Bechtel, Contracting Officer II Date: 2024.05.15 07:18:13 -04'00'
Distribution: Original – Bid File Copy – Contractor Contracting Officer	

Ten-8 Fire & Safety, LLC			
ITEM #	SAVE AND SUBMIT AS AN EXCEL FILE		
1	www.ten8fire.com		
	SHOP LOCATION		
2a	2950 59th Ave Dr E, Bradenton, FL 34203		
2b	Ron Ribbens, 800-228-8368, rribbens@ten8fire.com MSA Service: MSAservice@ten8fire.com		
2c	Labor for Equipment Repair (not under warranty)	\$115.00	per hour
2d	Pickup or delivery services offered?	Yes	
2e	Pick up / delivery fee for Equipment	\$65.00-/hour/person	per call

The following information is required for price redetermination consideration.

Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of fuel?	N/A
Which does the firm use: Diesel fuel or Gasoline?	Both
Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of wages?	N/A
Assuming prices quoted include costs for vehicles, maintenance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of materials?	N/A

Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for any direct purchasing. Contractor will be responsible for payment of taxes on all materials purchased by the Contractor for the project.

LIST MANUFACTURER SUPPORTED.			
3	MANUFACTURER	Hourly Service Rate	Factory Authorized Service Center? YES/NO
	Pierce - At Vendor Facility, 8AM - 5PM, Mon - Fri	\$124.20	Yes
	Pierce - At Vendor Facility, outside of hours mentioned above	\$189.00	Yes
	Pierce - Off Site Location, 8AM - 5PM, Mon - Fri	\$140.40	Yes
	Pierce - Off Site Location, outside of hours mentioned above	\$243.00	Yes
	MSA Service Travel Fee	\$1.30/mile	Yes
	MSA SCBA Annual Flow Test	\$69.00	Yes
	MSA Annual Quantitative Facepiece Fit Testing	\$30.00	Yes
	MSA Personnel Facepiece Fit Testing	\$30.00	Yes
	MSA Labor Rate	\$120.00	Yes



MODIFICATION OF CONTRACT

Modification Number: Seven (7) Effective Date: 2/28/2024	Contract Number: 22-730K Title: Fire Equipment, Supplies, and Service Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel E-mail: gbechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: Ten-8 Fire and Safety, LLC Address: 2950 59th Ave Drive East City: Bradenton, FL 34203 ATTENTION: debouwer@ten8fire.com; cmorgan@ten8fire.com
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u> . Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Contract modification to add vendor to contract per the attached.	
CONTRACTOR SIGNATURE BLOCK Signature: <u>Cindy Morgan</u> Print Name: <u>Cindy Morgan</u> Title: <u>VP of Equipment and Rescue Sales</u> Date: <u>2/28/2024</u> E-mail: <u>cmorgan@ten8fire.com</u> Secondary E-mail: <u>info@ten8fire.com</u>	LAKE COUNTY SIGNATURE BLOCK Signature: <u>Gretchen Bechtel</u> Print Name: <u>Contracting</u> Title: <u>Officer II</u> Date: _____ Digitally signed by Gretchen Bechtel, Contracting Officer II Date: 2024.02.28 10:26:53 -05'00'
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



Equipment		Lake County		22-730K		Contract	
	Bid Discount off List	Hourly Rate	Stocking Distributor?	Freight Included?	Website		
Added In 2024							
AquaEye	0.00%		NO	NO	https://vodasafe.ca/aquaeye/		
Covert Armor	0.00%		NO	NO	https://www.covertarmor.com/		
Seek Thermal	0.00%		YES	NO	https://www.thermal.com/		



MODIFICATION OF CONTRACT

Modification Number: Six (6) Effective Date: 2/20/2024	Contract Number: 22-730K Title: Fire Equipment, Supplies, and Service Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel E-mail: gbechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: Ten-8 Fire and Safety, LLC Address: 2950 59th Ave Drive East City: Bradenton, FL 34203 ATTENTION: debouwer@ten8fire.com; cmorgan@ten8fire.com
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u> . Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Contract modification to add vendor to contract per the attached.	
CONTRACTOR SIGNATURE BLOCK Signature: <u>Cindy Morgan</u> Print Name: <u>Cindy Morgan</u> Title: <u>VP of Equipment and Rescue Sales</u> Date: <u>2/20/2024</u> E-mail: <u>cmorgan@ten8fire.com</u> Secondary E-mail: <u>info@ten8fire.com</u>	LAKE COUNTY SIGNATURE BLOCK Signature: <u>[Digitally signed]</u> Print Name: <u>Gretchen Bechtel</u> Title: <u>Contracting Officer II</u> Date: <u>2024.02.20 09:05:57 -05'00'</u>
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



Equipment	Lake County		22-730K		Contract	
	Bid Discount off List	Hourly Rate	Stocking Distributor?	Freight Included?	Website	
Added In 2024						
AquaEye	0.00%		NO	NO	https://vodasafe.ca/aquaeye/	
Covert Armor	0.00%		NO	NO	https://www.covertarmor.com/	



MODIFICATION OF CONTRACT

Modification Number: Five (5) Effective Date: 9/28/2023	Contract Number: 22-730K Title: Fire Equipment, Supplies, and Service Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel E-mail: gbechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: Ten-8 Fire and Safety, LLC Address: 2950 59th Ave Drive East City: Bradenton, FL 34203 ATTENTION: debouwer@ten8fire.com; cmorgan@ten8fire.com
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u> . Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Contract modification to add items to contract per the attached.	
CONTRACTOR SIGNATURE BLOCK Signature: <u>Cindy Morgan</u> Print Name: <u>Cindy Morgan</u> Title: <u>VP of Equipment and Rescue Sales</u> Date: <u>9/28/2023</u> E-mail: <u>cmorgan@ten8fire.com</u> Secondary E-mail: <u>debouwer@ten8fire.com</u>	LAKE COUNTY SIGNATURE BLOCK Signature: _____ Print Name: <u>Gretchen Bechtel</u> Title: <u>Contracting Officer II</u> Date: _____ Digitally signed by Gretchen Bechtel, Contracting Officer II Date: 2023.09.28 08:42:32 -04'00'
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



		Lake County		22-730K	Contract	
Equipment	Bid Discount off List	Hourly Rate	Stocking Distributor?	Freight Included?	Website	
Circul-Air	0.00%		NO	NO	https://circul-air-corp.com/	
Fotokite	0.00%		NO	NO	https://fotokite.com/	



MODIFICATION OF CONTRACT

Modification Number: Four (4) Effective Date: 8/1/2023	Contract Number: 22-730K Title: Fire Equipment, Supplies, and Service Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel E-mail: gbechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: Ten-8 Fire and Safety, LLC Address: 2950 59th Ave Drive East City: Bradenton, FL 34203 ATTENTION: debouwer@ten8fire.com; cmorgan@ten8fire.com
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u> . Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Contract modification to extend the agreement for two annual terms to expire on 07/31/2025.	
CONTRACTOR SIGNATURE BLOCK Signature: <u>Cindy Morgan</u> Print Name: <u>Cindy Morgan</u> Title: <u>VP of Equipment and Rescue Sales</u> Date: <u>3/1/2023</u> E-mail: <u>cmorgan@ten8fire.com</u> Secondary E-mail: <u>Debouwer@ten8fire.com</u>	LAKE COUNTY SIGNATURE BLOCK Signature: <u>Gretchen Bechtel</u> Print Name: <u>Gretchen Bechtel, CPPB, Contracting Officer II</u> Title: <u>Officer II</u> Date: <u>2023.03.01 13:27:26 -05'00'</u> Digitally signed by Gretchen Bechtel, CPPB, Contracting Officer II
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



MODIFICATION OF CONTRACT

Modification Number: Three (3) Effective Date: 1/16/2023	Contract Number: 22-730K Title: Fire Equipment, Supplies, and Service Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel E-mail: gbechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: Ten-8 Fire and Safety, LLC Address: 2950 59th Ave Drive East City: Bradenton, FL 34203 ATTENTION: debouwer@ten8fire.com; cmorgan@ten8fire.com
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u> . Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Contract modification to add items to contract per the attached.	
CONTRACTOR SIGNATURE BLOCK Signature: <u>Cindy Morgan</u> Print Name: <u>Cindy Morgan</u> Title: <u>VP of Equipment and Rescue Sales</u> Date: <u>1/23/2023</u> E-mail: <u>cmorgan@ten8fire.com</u> Secondary E-mail: _____	LAKE COUNTY SIGNATURE BLOCK Signature: <u>Gretchen Bechtel</u> Digitally signed by Print Name: <u>CPPB,</u> Gretchen Bechtel, CPPB, Title: <u>Contracting</u> Contracting Officer II Date: <u>Officer II</u> Date: 2023.01.24 07:55:05 -05'00'
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



IN SERVICE TO SERVE YOU

Equipment	Lake County			22-730K		Contract	
	Bid Discount off List	Hourly Rate	Stocking Distributor?	Freight Included?	Website		
Added In 2023							
Arctic Compressors	0.00%		NO	NO	https://www.arcticcompressor.com/		
Fire-Dex Gloves/Hoods	20.00%		NO	NO	https://www.firedex.com/hoods/		
Fast Rescue Solutions	0.00%		NO	NO	https://www.fastrescuesolutions.com/		
Darley & Co. (change in discount)	0.00%		NO	NO	http://www.darley.com/		
Glassmaster Wehr (change in discount)	0.00%		YES	NO	http://glasmaster.com/		
Groves Incorporated (change in discount)	5.00%		NO	NO	http://www.groves.com/		
Junk Yard Dog (change in discount)	0.00%		NO	NO	http://junkyarddogindustries.com/		
Rescue Tech (change in discount)	0.00%		NO	NO	http://www.rescuetech1.com/		
Task Force Tips (change in discount)	33.00%		YES	NO	http://www.tft.com/		



MODIFICATION OF CONTRACT

Modification Number: Two (2) Effective Date: 9/12/2022	Contract Number: 22-730K Title: Fire Equipment, Supplies, and Service Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel E-mail: gbechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: Ten-8 Fire and Safety, LLC Address: 2950 59th Ave Drive East City: Bradenton, FL 34203 ATTENTION: debouwer@ten8fire.com; cmorgan@ten8fire.com
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u> . Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Contract modification to add items to contract per the attached.	
CONTRACTOR SIGNATURE BLOCK Signature: <u>Cindy Morgan</u> Print Name: <u>Cindy Morgan</u> Title: <u>VP of Equipment and Rescue Sales</u> Date: <u>9/14/2022</u> E-mail: <u>cmorgan@ten8fire.com</u> Secondary E-mail: <u>Debouwer@ten8fire.com</u>	LAKE COUNTY SIGNATURE BLOCK Signature: _____ Print Name: <u>Gretchen Bechtel</u> Title: <u>CPPB, Contracting Officer II</u> Date: _____ Digitally signed by Gretchen Bechtel, CPPB, Contracting Officer II Date: 2022.09.15 10:35:04 -04'00'
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



		Lake County		22-730K	Contract	
Equipment	Bid Discount off List	Hourly Rate	Stocking Distributor?	Freight Included?	Website	
Added In 2022						
Rescue Intellitech	0.00%		No	No	https://www.rescueintellitech.com/en-us/	



MODIFICATION OF CONTRACT

Modification Number: One (1) Effective Date: 8/12/2022	Contract Number: 22-730K Title: Fire Equipment, Supplies, and Service Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel E-mail: gbechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: Ten-8 Fire and Safety, LLC Address: 2950 59th Ave Drive East City: Bradenton, FL 34203 ATTENTION: debouwer@ten8fire.com; cmorgan@ten8fire.com
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u> . Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Contract modification to add items to contract per the attached.	
CONTRACTOR SIGNATURE BLOCK Signature: <u>Cindy Morgan</u> Print Name: <u>Cindy Morgan</u> Title: <u>VP of Equipment and Rescue Sales</u> Date: <u>8/12/2022</u> E-mail: <u>cmorgan@ten8fire.com</u> Secondary E-mail: <u>inf@ten8fire.com</u>	LAKE COUNTY SIGNATURE BLOCK Signature: _____ Print Name: <u>Gretchen Bechtel</u> Title: <u>CPPB, Contracting Officer II</u> Date: _____ Digitally signed by Gretchen Bechtel, CPPB, Contracting Officer II Date: 2022.08.12 08:31:46 -04'00'
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



Lake County		Lake County	17-0606L	Contract	
Equipment	Bid Discount off List	Hourly Rate	Stocking Distributor?	Freight Included?	Website
Added In 2022					
Ricochet	35.00%		No	No	https://www.ricochet-gear.com/



CONTRACT NO. 22-730K
For
Fire Equipment, Supplies, and Services

LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **Ten-8 Fire and Safety, LLC** (hereinafter "Contractor") to supply **Fire Equipment, Supplies, and Services** to the County pursuant to County Bid number 22-730 with any included addenda (hereinafter "Bid"), with an opening date of 4/26/2022, and Contractor's Bid response dated 3/24/2022, thereto with all County Bid provisions governing.

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

ATTACHMENTS:

Addendum 1 & 2, Exhibit A – Scope of Work, Exhibit B – Insurance Requirements, Attachment 1 – Submittal Form with General Terms & Conditions acceptance, Attachment 2 – Pricing Sheet

No financial obligation under this Contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this Contract.

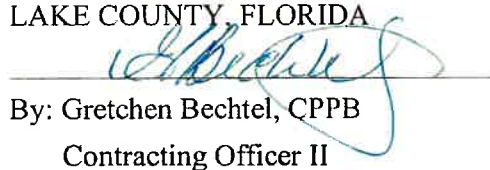
Contractor shall submit the documents hereinafter listed prior to commencement of this Contract: **N/A**

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his option, declare this Contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from 8/1/2022 through 7/31/2023, except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for two (2) two (2) year renewals at Lake County's sole option at the terms noted in the Bid.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA


By: Gretchen Bechtel, CPPB

Contracting Officer II

Date: 07/26/2022

Distribution: Original-Bid File
Copy-Contractor
Copy-Department



Office of Procurement Services

P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

SOLICITATION: Fire Equipment, Supplies, and Services

04/12/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

- Q1. Section 5.0 Method of Award - Is it the County's intention to award to multiple vendors as they have done in the past?
- R1. Per Section 5.0 Method of Award; The County reserves the right to make awards on a lowest price basis by individual item, group of items, all or none, or a combination; with one or more Vendors**
- Q2. Section 3.0 Delivery Requirements and Acceptance – bid calls for delivery of all products within 10 calendar days. For items in stock this is possible, but for items on order the delivery time will vary by product and brand. The delivery time can be given when a quote is requested.
- R2. Per Section 3.0 Delivery Requirements and Acceptance Section 3.5.1 Back order may be cancelled after the shipment period has lapsed. Cancellation of orders are at the discretion of the County.**
- Q3. Certain manufacturers are now including a significant surcharge to our cost which is in addition to the list price. For the county to purchase these brands off this contract, a surcharge will need to be allowed.
- R3. The solicitation provides for percent off list price. Cost shall be in accordance with contract pricing. Any additional fees shall be borne of the vendor.**

ACKNOWLEDGEMENT

Firm Name: Ten-8 Fire & Safety, LLC

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Richard Downer*

Date: 4/26/2022

ADDENDUM NO. #2

22-730

Print Name: Richard Downer

Title: COO

Primary E-mail Address: debouwer@ten8fire.com

Secondary E-mail Address: cmorgan@ten8fire.com



Office of Procurement Services

P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

SOLICITATION: Fire Equipment, Supplies, and Services

03/28/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

Q1. I reviewed the attachments for bid 22-730 on Lake County's website and it doesn't look like the attachments have any items that need to be priced. Is there a file with the equipment and supplies you would like pricing for?

R1. Attachments 2A and 2B – The vendor shall list manufacturer brands supported.

Q2. I am looking at the Bid/RFP Number: 22-730 bid opportunity and wanted to find if I am not seeing the Attachment 2B, properly? I have opened and downloaded, but I am not seeing any of the equipment or supplies listed.

R2. Attachments 2A and 2B – The vendor shall list manufacturer brands supported.

ACKNOWLEDGEMENT

Firm Name: Ten-8 Fire & Safety, LLC

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Richard Downer*

Date: 4/26/2022

Print Name: Richard Downer

Title: COO

Primary E-mail Address: debouwer@ten8fire.com

Secondary E-mail Address: cmorgan@ten8fire.com

EXHIBIT A – SCOPE OF SERVICES**22-730****FIRE EQUIPMENT, SUPPLIES, AND SERVICES**

The County is establishing a vendor pool for fire equipment, supplies, and services. The County does not guarantee a dollar amount to be expended on any resulting contract(s).

1. SCOPE OF SERVICES

All items purchased shall be in accordance with all governmental standards to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). MSDS sheets shall be provided with the shipment of any hazardous materials as required by 29 CFR 1910.1200.

2. CONTRACTOR'S RESPONSIBILITIES

Contractor shall:

- 2.1. Provide a website address for product and price lists for viewing and downloading.
- 2.2. Provide (upon request) a downloadable file of current catalog and manufacturer's price lists for the brands quoted.
- 2.3. Provide all labor, material, and equipment necessary for contract performance.
- 2.4. Provide an intensive training program to County staff regarding the use of the products or services supplied.
 - 2.4.1. Contractor shall bare all costs of registration fees, manuals, texts, or instructional materials associated with the required training.
 - 2.4.2. Training shall be at no additional cost to the County.

3. DELIVERY REQUIREMENTS AND ACCEPTANCE

- 3.1. Deliveries shall be FOB Destination – Inside Delivery.
- 3.2. Delivery will be to a county location named during order placement.
- 3.3. Deliveries shall be made within ten (10) calendar days and during regular business hours
 - 3.3.1. Monday through Friday, 8:00 a.m. to 5:00 p.m.
 - 3.3.2. Excludes County Holidays
- 3.4. Emergency orders shall be delivered within forty-eight (48) hours.
 - 3.4.1. The County will advise when the order is an emergency.
 - 3.4.2. Emergency/Disaster deliveries may be required during non-business hours.
- 3.5. Back orders shall be filled within ten (10) calendar days from the initial scheduled delivery.
 - 3.5.1. Back orders may be cancelled after shipment period has lapsed.

EXHIBIT A – SCOPE OF SERVICES**22-730****FIRE EQUIPMENT, SUPPLIES, AND SERVICES**

3.6. County staff may pick-up in person if authorized in writing by supervisor.

3.6.1. Contractor shall maintain a copy of the written authorization.

3.7. County reserves the right to cancel an order after the order shipment period has lapsed.

4. REBATES AND SPECIAL PROMOTIONS

4.1. All rebates and special promotions offered by a manufacturer shall be passed on to the County.

4.2. Contractor shall be responsible to notify the County of rebates or special promotions.

4.3. Special promotions shall be offered to the County if pricing is lower than contract pricing.

5. REPAIR SERVICES

5.1. Hourly rates shall be straight-time and be full compensation for labor, equipment use, travel time, and any other incidentals.

5.2. Contractor shall possess all required equipment necessary to make effective repairs.

5.3. Contractor shall be factory certified to service equipment.

5.4. Contractor shall assume risk of loss or damage to County property until returned and accepted by County.

5.5. Contractor shall submit a written estimate for each service project.

5.5.1. The estimate shall be itemized and include:

5.5.1.1. Anticipated start date and completion date.

5.5.1.2. Number of hours at contracted hourly wages for project completion

5.5.1.3. List price of materials and discount per Attachment 2 – Pricing Sheet.

5.5.1.4. Lump sum estimates are not acceptable.

5.6. No work shall commence without a written Notice to Proceed.

5.7. All materials, workmanship, and equipment shall be subject to inspection and approval.

5.8. The Contractor shall correct all deficiencies/defects in work failing to conform to standard within ten (10) calendar days of notification at Contractor's expense.

6. TRAINING

6.1. Contractor shall supply a minimum of one (1) comprehensive repair and parts manual.

6.1.1. Manuals shall be included with equipment upon delivery.

FIRE EQUIPMENT, SUPPLIES, AND SERVICES

6.1.2. Manuals may be electronic.

7. WARRANTY REQUIREMENTS

- 7.1. The Contractor agrees that all materials shall be new, warranted for their merchantability, and fit for a particular purpose.
- 7.2. The Contractor agrees that the product and/or service furnished shall be covered by the most favorable commercial warranty.
- 7.3. Contractor shall assume the risk of loss of damage to the County's property during possession and until delivery and acceptance of property to the County.
- 7.4. The Contractor shall correct all apparent or latent deficiencies, defects in work, or any work that fails to conform at the Contractor's expense within ten (10) calendar days.

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EXHIBIT B – INSURANCE REQUIREMENTS**22-730**

A. CONTRACTOR will purchase and maintain at all times during the term of this Contract, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONTRACTOR under the terms and provisions of the Contract. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONTRACTOR to the COUNTY'S Project Manager and Procurement Services Director within five working days of such request. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:

i. General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

ii. Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of \$1,000,000

iii. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers compensation insurance, the CONTRACTOR must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation.

iv. Employers Liability with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employer	\$1,000,000
Disease-Policy Limit	\$1,000,000

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear all applicable policies. Certificates of insurance must identify the RFP or ITB number in the Description of Operations section on the Certificate.

C. CONTRACTOR must provide a minimum of 30 days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

D. Certificates of insurance must evidence a waiver of subrogation in favor of the COUNTY, that coverage must be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.

E. CONTRACTOR must provide a copy of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.

F. Certificate holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA,
AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

G. All self-insured retentions will appear on the certificates and will be subject to approval by the COUNTY. At the option of the COUNTY, the insurer will reduce or eliminate such self-insured retentions; or CONTRACTOR will be required to procure a bond guaranteeing payment of losses and related claims expenses.

H. The COUNTY will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the CONTRACTOR or subcontractor providing such insurance.

I. CONTRACTOR will be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONTRACTOR'S requirements.

J. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

K. Neither approval by the COUNTY of any insurance supplied by CONTRACTOR, nor a failure to disapprove that insurance, will relieve CONTRACTOR of full responsibility of liability, damages, and accidents as set forth herein.

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TOC

Version 05.06.2021

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

DEFINITIONS

Contract: The agreement to perform the services set forth in a document signed by both parties with any attachments specifically incorporated.

Contractor: The Vendor to whom award has been made.

County: Lake County, Florida, a political subdivision of the State of Florida.

Proposal: Any offer submitted in response to a solicitation.

Solicitation: The written document requesting bids, quotes, or proposals from the marketplace.

Vendor: Any entity responding to a solicitation or performing under any resulting contract.

INSTRUCTIONS TO VENDORS

A. **Vendor Qualification:** The County requires Vendors provide evidence of compliance with the requirements below upon request:

1. Disclosure of Employment.
2. Disclosure of Ownership.
3. Drug-Free Workplace.
4. W-9 and 8109 Forms – as required by the Internal Revenue Service.
5. Americans with Disabilities Act (ADA).
6. Conflict of Interest.
7. Debarment Disclosure Affidavit.
8. Nondiscrimination.
9. Family Leave.
10. Antitrust Laws – By acceptance of any contract, the Vendor agrees to comply with all applicable antitrust laws.

B. **Public Entity Crimes:** Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or contractor under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

C. **Contents of Solicitation and Vendors' Responsibilities:** The Vendor shall be thoroughly familiar with the requirements of this solicitation. Ignorance of these matters by the Vendor will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid.

E. **Restricted Discussions:** From the date of solicitation issuance until final County action, Vendors will not discuss any part of the solicitation with any employee, agent, or other representative of the County except as expressly authorized by the designated procurement representative. The only communications that will be considered pertinent to a solicitation are appropriately signed written documents from the Vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

F. **Changes to Proposal:** Prior to the scheduled due date, a Vendor may change its Proposal by submitting a new one with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original. The new submittal must contain the letter and all information as required in the solicitation.

G. **Withdrawal of Proposal:** A Proposal will be irrevocable unless it is withdrawn as provided in a solicitation. A Proposal may be withdrawn, either physically or by written notice, at any time prior to solicitation award. If withdrawn by written notice, that notice must be addressed to, and received

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

by, the designated procurement representative. The letter must be on company letterhead and signed by an authorized agent of the Vendor.

- H. **Conflicts within the Solicitation:** Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence will be: the last addendum issued, the Proposal Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the Vendor to identify such conflicts to the designated procurement representative prior to the Proposal due date.
- I. **Prompt Payment Terms:** Payment for all purchases by County agencies will be made in a timely manner and interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The Vendor may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during Proposal evaluation.

PREPARATION OF PROPOSALS

- A. The pricing section of a solicitation defines requirements of items to be purchased and must be completed and submitted with the Proposal. Use of any other form or alteration of the form may result in rejection of the Proposal.
- B. The Proposal submitted must be legible. Vendors shall type or use an ink to complete the Proposal. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.
- C. An authorized agent of the Vendor's firm must sign the Proposal. The County may reject any Proposal not signed by an authorized agent.
- D. The Vendor may submit alternate Proposals for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Proposal must meet or exceed the minimum requirements and be submitted as a separate Proposal marked "Alternate Proposal."
- E. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail. The County reserves the right to allow for clarification of questionable entries and the correction of obvious mistakes.
- F. Any Proposal received after the designated receipt date will be considered late and will not be considered for award.

COLLUSION

Where two (2) or more related parties each submit a Proposal for the same contract, such Proposals will be presumed to be collusive. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a Proposal for the same materials, supplies, services, or equipment will also be presumed to be collusive. Proposals found to be collusive will be rejected. Vendors which have been found to have engaged in collusion may be considered non-responsible and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

PROHIBITION AGAINST CONTINGENT FEES

The Vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Vendor to solicit or secure the Contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Vendor, any consideration contingent upon or resulting from the award or making of the Contract.

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or immediate family member seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a Proposal. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

INCURRED EXPENSES

A solicitation does not commit the County to make an award nor will the County be responsible for any cost or expense which may be incurred by any Vendor in preparing and submitting a Proposal, or any cost or expense incurred by any Vendor prior to the execution of a purchase order or contract.

AWARD

- A. The Contract resulting from a solicitation may be awarded to the responsible Vendor which submits a Proposal determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to reject any and all Proposals, to waive irregularities or technicalities, and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County will be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid, or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is necessary to protect the best interests of the County.
- C. The County reserves the right to reject any and all Proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to reject offers containing terms or conditions contradictory to the County's.
- E. Award of a solicitation will be made to firms satisfying all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the Vendor's site or hold a pre-award qualification hearing to determine if the Vendor can perform the requirements of a solicitation.
- F. The Vendor's performance as a Contractor or subcontractor on previous County contracts will be considered in evaluating the responsibility of the Vendor.
- G. Any tie situations will be resolved in consonance with current written County procedure.
- H. The County has imposed a reciprocal match local vendor preference practice to ensure an equal procurement environment for all potential vendors unless prohibited by the funding source. More information is available on [Section 2-222, Local Vendor Preference](#).
- I. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
- J. A Vendor wishing to protest any award decision resulting from a solicitation may do so per the [Procurement Protest Procedures site](#).

GRANT FUNDING

In the event any part of a Contract is to be funded by federal, state, or other local agency monies, the Vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Contractors are advised that payments under the Contract may

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

be withheld pending completion and submission of all required forms and documents required of the Contractor pursuant to the grant funding requirements.

STATE REGISTRATION REQUIREMENTS

Any entity conducting business in Florida shall either be registered or have applied for registration with the Florida Department of State in accordance with Florida law, unless exempt from registration. A copy of the registration may be required prior to award of a Contract. Additional information is available by visiting the [Florida Department of State home page](#).

PRIME CONTRACTOR

The Vendor awarded a Contract shall act as the Prime Contractor and will assume full responsibility for the successful performance under the Contract. The Awarded Vendor (Contractor) will be considered the sole point of contact regarding meeting all requirements of the Contract. All subcontractors may be subject to advance review by the County regarding competency and security concerns. No change in subcontractors may be made without the consent of the County after the award of the Contract. Contractor will be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. County may require the Contractor to provide any insurance certificates required by the work to be performed even if the subcontractor is self-insured.

SUBCONTRACTING

Unless otherwise stipulated in a solicitation, the Contractor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the Contract for default.

DISADVANTAGED BUSINESSES

The County has adopted policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The County encourages joint ventures between majority-owned firms and qualified disadvantaged/minority/women-owned firms.

GENERAL CONTRACT CONDITIONS

The Contract will be binding upon and will inure to the benefit of each of the parties and respective successors and permitted assigns. The Contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by the parties. The failure of any party at any time to enforce any of the provisions of the Contract will in no way constitute or be construed as a waiver of such provision or of any other provision of the Contract, nor in any way affect the validity of, or the right to enforce, each and every provision of the Contract. Any dispute arising during Contract performance that is not readily rectified by coordination between the Contractor and the County user department will be referred to Procurement Services.

GOVERNING LAW

The interpretation, effect, and validity of any contract will be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action will be solely in Lake County, Florida. The Contractor hereby waives its right to a jury trial.

COMPLIANCE OF LAWS, REGULATIONS, AND LICENSES

The Contractor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods or services specified in a solicitation. During the term of a Contract, the Contractor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the Contractor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against its employees or

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

applicants for employment. The Contractor understands that any Contract is conditioned upon the veracity of this statement.

CONTRACT EXTENSION

The County has the unilateral option to extend a Contract for up to ninety (90) calendar days beyond the current Contract period. In such event, the County will notify the Contractor in writing of such extensions. The Contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the Contractor. Exercise of the above options requires the prior approval of the Procurement Services Director.

MODIFICATION OF CONTRACT

Any Contract resulting from a solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the Contract or purchase order as appropriate. This presumes the modification itself complies with all applicable County procedures.

ASSIGNMENT

The Contractor shall not assign or transfer any Contract resulting from a solicitation, including any rights, title or interest in the Contract, or its power to execute such Contract to any entity without the prior written consent of the County. This provision includes any acquisition or hostile takeover of the Contractor. Failure to comply may result in termination of the Contract for default.

NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within a solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services described in a solicitation in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services provided under the Contract.

OTHER AGENCIES

Other governmental agencies may make purchases in accordance with the Contract with Contractor consent. Purchases are governed by the Contract's terms and conditions except for the change in agency name. Each agency will be responsible and liable for its own purchases for materials or services received.

CONTINUATION OF WORK

Any work that commences prior to, and will extend, beyond the expiration date of any Contract period must, unless terminated by mutual written agreement between the County and the Contractor, continue until completion without change to the then current prices, terms and conditions.

WARRANTY

All warranties express and implied, must be made available to the County for goods and services covered by a solicitation. All goods furnished must be fully guaranteed by the Contractor against factory defects and workmanship. They will be covered by the most favorable commercial warranty given for comparable quantities of products or services and the rights and remedies provided in the Contract will be in addition to the warranty and do not limit any right afforded to the County by any other provision of a solicitation. Contractor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period at no expense to the County. The special conditions of a solicitation may supersede the manufacturer's standard warranty.

DEFICIENCIES IN WORK TO BE CORRECTED BY THE CONTRACTOR

Contractor shall promptly correct all apparent and latent deficiencies or defects in work, or any work that fails to conform to the Contract documents regardless of project completion status. All corrections

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

must be made within seven (7) calendar days after such rejected defects, deficiencies, or non-conformances are verbally reported to the Contractor by the County's project administrator. Contractor must bear all costs of correcting such rejected work. If the Contractor fails to correct the work within the period specified, the County may, at its discretion, notify the Contractor, in writing, that the Contractor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within seven (7) calendar days of receipt of the notice. If the Contractor fails to correct the work within the period specified in the notice, the County may place the Contractor in default, obtain the services of another Contractor to correct the deficiencies, and charge the incumbent Contractor for these costs, either through a deduction from the final payment owed to the Contractor or through invoicing. If the Contractor fails to honor this invoice or credit memo, the County may terminate the contract for default.

COUNTY IS TAX-EXEMPT

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes (85-8013874700C-1). Visit [Lake County Tax Exemption Certificate page](#) to print a copy of the certificate. Except for items specifically identified by the Contractor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor will any Contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

SHIPPING TERMS, F.O.B. DESTINATION

The F.O.B. point for any product ordered will be F.O.B.: DESTINATION – Inside Delivery, FREIGHT ALLOWED. The County will not consider any Proposal showing a F.O.B. point other than F.O.B.: Destination – Inside Delivery.

ACCEPTANCE OF GOODS OR SERVICES

The products delivered as a result of a solicitation will remain the property of the Contractor, and services rendered under the Contract will not be deemed complete, until a physical inspection and actual usage of the products or services is accepted by the County and is in compliance with the terms in the contract.

Any goods or services purchased as a result of a solicitation or Contract may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the County reserves the right to terminate the Contract or initiate corrective action on the part of the Contractor, to include return of any non-compliant goods to the Contractor at the Contractor's expense, requiring the Contractor to either provide a direct replacement for the item, or a full credit for the returned item. The Contractor shall not assess any additional charges for any conforming action taken by the County under this clause. The County will not be responsible to pay for any product or service that does not conform to the Contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in a purchase order or Contract, may be procured by the County on the open market, and any increase in cost may be charged against the Contractor. Any cost incurred by the County in any re-procurement plus any increased product or service cost will be withheld from any monies owed to the Contractor by the County for any Contract or financial obligation.

ESTIMATED QUANTITIES

Estimated quantities or dollars are for the Vendor's guidance only and may be used in the award evaluation process. No guarantee is expressed or implied as to quantities or dollar value that will be used during the Contract period. The County is not obligated to place any order for a given amount subsequent

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

to the award of a solicitation. In no event will the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

PURCHASE OF OTHER ITEMS

While the County has listed all major items within a solicitation, there may be ancillary or similar items purchased by the County during the term of a Contract. The Contractor will provide a price quote for the ancillary items. The County may request price quotes from all Contractors under Contract if there are multiple Contracts. The County reserves the right to award these ancillary items to the primary Contractor, another Contract Contractor based on the lowest price quoted, or to acquire the items through a separate solicitation.

Although a Contract may identify specific locations to be serviced, it is hereby agreed and understood that any County department or facility may be added or deleted to the Contract at the option of the County. The location change will be addressed by formal Contract modification. The County may obtain price quotes for the additional facilities from other Vendors if fair and reasonable pricing is not obtained from the Contractor, or for other reasons at the County's discretion. It is hereby agreed and understood that the County may delete service locations when such service is no longer required, upon fourteen (14) calendar days' written notice to the Contractor.

SAFETY

The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work and for complying with all requirements of the Occupational Safety and Health Administration Act (OSHA). The Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury, or loss to persons or property.

The Contractor shall provide all standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act of 1990 (ADA) regulations.

The Contractor shall designate a competent person of its organization whose duty will be the prevention of accidents at the site. This person must be literate and able to communicate fully in the English language because of the necessity to read job instructions and signs, as well as the need for conversing with County personnel. This person must be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Contract Manager.

MATERIAL SAFETY DATA SHEET (MSDS)

The Contractor is responsible to ensure the County has received the latest version of any MSDS required by 29 C.F.R. Section 1910.1200 with the first shipment of any hazardous material. The Contractor shall promptly provide a new MSDS to the County with the new information relevant to the specific material at any time the content of an MSDS is revised.

TOBACCO PRODUCTS

Tobacco use, including both smoke and smokeless tobacco, is prohibited on County owned property.

CLEAN-UP

If applicable, all unusable materials and debris must be removed from the premises at the end of each workday and disposed of in an appropriate manner. The Contractor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated user department's project manager upon final completion.

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

PROTECTION OF PROPERTY

All existing structures, utilities, services, roads, trees, shrubbery, and property in which the County has an interest must always be protected against damage or interrupted services by the Contractor during the term of a Contract. The Contractor will be held responsible for repairing or replacing property to the satisfaction of the County which is damaged by reason of the Contractor's operation on the property. In the event the Contractor fails to comply with these requirements, the County reserves the right to secure the required services and charge the costs of such services back to the Contractor.

CERTIFICATE OF COMPETENCY/LICENSURE, PERMITS, AND FEES

Any Vendor that submits an offer in response to a County solicitation shall, at the time of such offer if required, hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying the Vendor to perform the work proposed. If work for other trades is required in conjunction with a solicitation, and such work will be performed by subcontractors hired by the Vendor, an applicable Certificate of Competency/license issued to the subcontractors must be submitted with the Vendor's offer. The County may at its option and in its best interest, allow the Vendor to supply the subcontractors certificate/license to the County during the offer evaluation period. The Contractor is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for a project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated in a solicitation. Damages, penalties, or fines imposed on the County or the Contractor for failure to obtain required licenses, permits, inspection or other fees, or inspections will be borne by the Contractor.

TRUTH IN NEGOTIATION CERTIFICATE

Any organization awarded a Contract must execute a truth-in-negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete, and current, at the time of contracting for each Contract that exceeds \$195,000.00. Any Contract requiring this certificate will contain a provision that the original Contract price and any additions will be adjusted to exclude any significant sums by which the County determines the Contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such Contract adjustments will be made within one (1) year following the end of the Contract.

COMPETENCY OF VENDORS AND ASSOCIATED SUBCONTRACTORS

Proposals will be considered from firms which are regularly engaged in the business of providing or distributing the goods or services described in the solicitation, and who can produce evidence of a consistent satisfactory record of performance. The County may consider any evidence available to it of the financial, technical, and other qualifications and abilities of any Vendor responding under a solicitation, including past performance with the County. Vendors must have sufficient financial support and organization to ensure satisfactory delivery under the stated solicitation terms and conditions of any Contract awarded. In the event the Vendor intends to subcontract any part of its work or will obtain the goods specifically offered under the Contract from another source of supply, the Vendor may be required to verify the competency of its subcontractor or supplier. The County reserves the right, before awarding the Contract, to require a Vendor to submit such evidence of its or its subcontractor's qualifications.

RESPONSIBILITY AS EMPLOYER

The employees of the Contractor will always be considered its employees, and not an employees or agents of the County. The Contractor shall provide employees capable of performing the work as required. The County may require the Contractor to remove any employee it deems unacceptable. All employees of the Contractor may be required to wear appropriate identification.

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MINIMUM WAGES

Under the Contract, the wage rate paid to all laborers, mechanics and apprentices employed by the Contractor for the work under the Contract, must not be less than the prevailing wage rates for similar classifications of work as established by the Federal Government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24 (f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

PRICE REDETERMINATIONS

Contractor may petition for a price redetermination with documented increases in the cost of wages, fuel, or materials within 30 calendar days of the anniversary date of the Contract. Price redeterminations will be based upon changes documented by the applicable Employment Cost Index (ECI) or Producer Price Index (PPI) as published on the [Bureau of Labor Statistics site here](#). Contractor may petition for price redetermination for Contractor's minimum wage employees should the minimum wage increase during the Contract. Upon verification, the County may grant an increase matching the minimum wage increase.

INDEMNIFICATION

To the extent permitted by law, the Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Contract by the Contractor or its employees, agents, servants, partners, principals or subcontractors. The Contractor shall pay all claims and losses in connection with those claims and losses, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may be incurred. The Contractor expressly understands and agrees that any insurance protection required by the Contract or otherwise provided by the Contractor will in no way limit the responsibility to indemnify, keep and hold harmless and defend the County or its officers, employees, agents and instrumentalities as provided in a solicitation or any Contract arising from a solicitation.

TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate the Contract upon thirty (30) days' written notice. Upon receipt of such notice, the Contractor shall not incur any additional costs under the Contract. The County will be liable only for reasonable costs incurred by the Contractor prior to notice of termination. The County will be the sole judge of "reasonable costs."

TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the Contract will be cancelled, and the Contractor will be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

TERMINATION FOR DEFAULT

The County reserves the right to terminate any Contract arising from a solicitation, in part or in whole, or affect other appropriate remedy in the event the Contractor fails to perform in accordance with the terms and conditions stated in the Contract. The County further reserves the right to suspend or debar the Contractor in accordance with the County's ordinances, resolutions and administrative orders. The Contractor will be notified by letter of the County's intent to terminate and the Contractor will be given

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ten (10) calendar days to cure the breach. In the event of termination for default, the County may procure the required goods and services from any source and use any method deemed in its best interest. All re-procurement costs will be borne by the Contractor.

FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or other material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other Contracts with such individual, corporation or entity with such Contractor held responsible for all direct or indirect costs associated with termination or cancellation, including attorneys' fees.

RIGHT TO AUDIT

The County reserves the right to require the Contractor to submit to an audit, by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to the contract at its place of business during regular business hours. The Contractor shall retain all records pertaining to the contract and upon request make them available to the County for three (3) complete calendar years following expiration of the contract. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

If the Contractor provides technology services, the Contractor must provide Statement of Standards for Attestations Engagements (SSAE) 16 or 18 and System and Service Organization Control (SOC) reports upon request by the County. The SOC reports must be full Type II reports that include the Contractor's description of control processes, and the independent auditor's evaluation of the design and operating effectiveness of controls. The cost of the reports will be paid by the Contractor.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Contractor to the County in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the County's audit must be reimbursed to the County by the Contractor. Any adjustments or payments which must be made as a result of any such audit or inspection of the Contractor's invoices or records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) calendar days, from presentation of the County's audit findings to the Contractor.

This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the Contractor in performance of any work under the contract.

PROPRIETARY/CONFIDENTIAL INFORMATION

Vendors are hereby notified that all information submitted as part of a Proposal will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act"). The Vendor should not submit any information in response to a solicitation which the Vendor considers proprietary or confidential. The submission of any information to the County in connection with a solicitation will be deemed a waiver from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

PUBLIC RECORDS LAW

Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Contractor with this statement and establish the following requirements as contractual obligations pursuant to the contract:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

TO PROVIDE PUBLIC RECORDS RELATING TO THIS SOLICITATION, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-343-9839, PURCHASING@LAKECOUNTYFL.GOV, BY MAIL, OFFICE OF PROCUREMENT SERVICES, ATTN: RON FALANGA, P.O. BOX 7800 TAVARES, FL 32778.

By entering into the Contract, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, the Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into a contract for services with the County is required to:

- A. Keep and maintain public records required by the County to perform the services and work provided pursuant to the Contract.
- 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 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 or termination of the Contract if the Contractor does not transfer the records to the County.
- D. Upon completion or termination of the Contract, transfer, at no cost, to the County all public records in the possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion or termination of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion or termination of the Contract, the Contractor 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.

Requests to inspect or copy public records relating to the County's Contract for services must be made directly to the County. If Contractor receives any such request, Contractor shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the Contractor of such request, and the Contractor must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

Contractor acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. Contractor shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from the Contractor's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. Contractor authorizes County to seek

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Lake County on an expedited basis to enforce the requirements of this section.

COPYRIGHTS

Any copyright derived from a Contract will belong to the author. The author and the Contractor shall expressly assign to the County nonexclusive, royalty free rights to use any and all information provided by the Contractor in any deliverable or report for the County's use which may include publishing in County documents and distribution as the County deems to be in its best interests. If anything included in any deliverable limits the rights of the County to use the information, the deliverable will be considered defective and not acceptable and the Contractor will not be eligible for any compensation.

The County owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in any solicitation permits or shall be construed as authorizing Vendor or Contractor to use or display County's Intellectual Property. The County has the right to redact the County Logo displayed on any submission.

SOVEREIGN IMMUNITY

County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Nothing will be deemed as a waiver of immunity or the limitations of liability of County beyond any statutory limited waiver of immunity or limits of liability. Nothing will inure to the benefit of any third party for the purpose of allowing any claim against County, which would otherwise be barred under the law.

COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under a Contract must be in accordance with all governmental standards to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

E-VERIFY

Upon award of a Contract, the Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons hired by the Contractor during the term of the Contract.

The Contractor shall include in all contracts with subcontractors performing work pursuant to any Contract, an express requirement that subcontractors utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by subcontractors during the term of the subcontract.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA)

The Contractor may be required to execute a Business Associate Agreement, pursuant to the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191) (codified at 42 U.S.C. Section 1320d, *et. seq.*), and regulations contained in 45 C.F.R. Parts 160 and 164.

If the Contractor obtains any information governed by 42 U.S.C. Section 290dd-2 and the regulations implemented by the Substance Abuse and Mental Health Services Administration at 42 C.F.R. Part 2 (collectively referred to as the "SAMHSA regulations"), whether from the County or another source, while providing services to the County under the contract, the Contractor shall only use or disclose that information pursuant to the SAMHSA regulations.

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The Contractor will also comply with any and all laws under the State of Florida governing the confidentiality of health information, including but not limited to records or other documents containing medical, mental health, or substance abuse information.

FORCE MAJEURE

The parties will exercise every reasonable effort to meet respective obligations under the Contract but will not be liable for delayed performance or nonperformance resulting from a force majeure. A party that becomes aware of a force majeure that will significantly delay performance will notify the other party promptly, within 15 calendar days, after it discovers the force majeure. If a force majeure occurs, the parties may execute a contract modification or change order to extend the performance schedule or make accommodations that are reasonable under the circumstances.

NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time may be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the work will relieve the Contractor of duty to perform or give rise to any right to damages or additional compensation from the County. The Contractor's sole remedy will be the right to seek an extension to the Contract time. However, this provision will not preclude recovery of damages by the Contractor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

CERTIFICATION REGARDING SCRUTINIZED COMPANIES

The Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the County for goods or services may be terminated at the option of the County if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

For purchases of \$1 million or more:

By submitting a response to any solicitation, the Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the County for goods or services of \$1 million or more may be terminated at the option of the County if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

ANTI-TRAFFICKING RELATED ACTIVITIES

The U.S. Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities listed below. These prohibitions specifically apply to come federally funded contracts and prohibit contractors, contractor employees, and their agents from:

A. Engaging in severe forms of trafficking in persons during the period of performance of the contract;

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- B. Procuring commercial sex acts during the period of performance of the contract;
- C. Using forced labor in the performance of the contract;
- D. Destroying, concealing, confiscating, or otherwise denying access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
- E. Using misleading or fraudulent practices during the recruitment of employees;
- F. Charging employees or potential employees recruitment fees;
- G. Failing to provide return transportation or paying for the cost of return transportation upon the end of employment for certain employees;
- H. Providing or arrange housing that fails to meet the host country housing and safety standards; or
- I. Failing to provide an employment contract, recruitment agreement, or other required work documents in writing, as required by law or contract.

NOTICES

All notices given by one party to the other party under a contract must be delivered to the receiving party's address set forth on the Contract either by hand, qualified courier, or e-mail and will be deemed received the day after it is transmitted. For County, it must be addressed to the Office of Procurement Services, Post Office Box 7800, 315 West Main Street, Suite 441, Tavares, Florida, 32778 or emailed to purchasing@lakecountyfl.gov.

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The undersigned hereby declares that: Ten-8 Fire & Safety, LLC has examined and accepts the specifications, terms, and conditions presented in this Solicitation, satisfies all legal requirements to do business with the County, and to furnish **FIRE EQUIPMENT, SUPPLIES, AND SERVICES** for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on the date stated in the solicitation or as noted in an addenda. Furthermore, the undersigned is duly authorized to execute this document and any contracts or other transactions required by award of this Solicitation.

1.0 TERM OF CONTRACT

The Contract will be awarded for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement.

The Contract will commence upon the first day of the next calendar month after Board approval. The Contract remains in effect until completion of the expressed and implied warranty periods. The County reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

2.0 PAYMENT

The Contractor shall email the County's using department (egminer@lakecountyfl.gov) an accurate invoice within 30 calendar days after delivery. Invoices should reference the purchase/task order, ship date, tracking number, and ship-to address, list price, percent discount, and unit cost. Failure to submit invoices in the prescribed manner will delay payment.

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The County will remit full payment on all undisputed invoices within 45 days from receipt by the appropriate County using department. The County will pay interest not to exceed 1% per month on all undisputed invoices not paid within 30 days after the due date.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

Vendor accepts MasterCard for payment: NO

3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS:

I certify that I have reviewed the [General Terms and Conditions for Lake County Florida](#) and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. YES

Failure to acknowledge may result in Submittal being deemed non-responsive.

4.0 CERTIFICATION REGARDING FELONY CONVICTION:

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? NO

5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION:

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with any

corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. N/A

6.0 CERTIFICATION REGARDING BACKGROUND CHECKS:

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, the Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by the Contractor at no additional cost to the County. The County retains the right to request and review any associated records with or without cause, and to require replacement of any Contractor employee found in violation of this requirement. Contractor shall indemnify the County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award. YES

7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The County does not establish specific goals for minority set-asides however, participation by minority and non-minority qualified firms is strongly encouraged. If the firm is a minority firm or has obtained certification by the State of Florida, Office of Supplier Diversity, (OSD) (CMBE), please indicate the appropriate classification(s) not applicable not applicable and enter OSD Certification Number N/A and enter effective date N/A to date N/A

8.0 FEDERAL FUNDING REQUIREMENT:

N/A

9.0 RECIPROCAL VENDOR PREFERENCE:

N/A

10.0 GENERAL VENDOR INFORMATION:

Firm Name: Ten-8 Fire & Safety, LLC

Street Address: 2950 59th Avenue Drive East

City: Bradenton State and ZIP Code: FL, 34203

Mailing Address (if different): Click or tap here to enter text.

Telephone: 800-228-8368 Fax: 941-756-2598

Federal Identification Number / TIN: 59-2812764

DUNS Number: 039680376

11.0 SUBMITTAL SIGNATURE:

I hereby certify the information indicated for this Submittal is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this Submittal on behalf of the Vendor. I, individually and on behalf of the Vendor, acknowledge and agree to abide by all terms and conditions contained in this solicitation as well as any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: *Richard Downer*

Date: 4/26/2022

Print Name: Richard Downer

Title: COO

Primary E-mail Address: debouwer@ten8fire.com

Secondary E-mail Address: cmorgan@ten8fire.com

The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

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Ten-8 Fire & Safety, LLC			
ITEM #	SAVE AND SUBMIT AS AN EXCEL FILE		
1	www.ten8fire.com		
	SHOP LOCATION		
2a	2950 59th Ave Dr E, Bradenton, FL 34203		
2b	Ron Ribbens, 800-228-8368, rribbens@ten8fire.com		
2c	Labor for Equipment Repair (not under warranty)	\$115.00	per hour
2d	Pickup or delivery services offered?	Yes	
2e	Pick up / delivery fee for Equipment	\$65.00-/hour/person	per call

The following information is required for price redetermination consideration.

Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of fuel?	N/A
Which does the firm use: Diesel fuel or Gasoline?	Both
Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of wages?	N/A
Assuming prices quoted include costs for vehicles, maintenance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of materials?	N/A

Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for any direct purchasing. Contractor will be responsible for payment of taxes on all materials purchased by the Contractor for the project.

LIST MANUFACTURER SUPPORTED.

3	MANUFACTURER	Hourly Service Rate	Factory Authorized Service Center? YES/NO
	Pierce - At Vendor Facility, 8AM - 5PM, Mon - Fri	\$124.20	Yes
	Pierce - At Vendor Facility, outside of hours mentioned above	\$189.00	Yes
	Pierce - Off Site Location, 8AM - 5PM, Mon - Fri	\$140.40	Yes
	Pierce - Off Site Location, outside of hours mentioned above	\$243.00	Yes

Ten-8 Fire & Safety, LLC				
SAVE AND SUBMIT AS AN EXCEL FILE				
www.ten8fire.com				
Warehouse Location(s):		Bradenton, FL		
Contact Information For Emergency/Disaster Services (24/7)				
Name:		Ron Ribbens		
Email:		rribbens@ten8fire.com		
Emergency Phone:		941-650-8420		
List manufacturer brands supported.				
MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
Action	35.00%	NO	NO	http://actioncoupling.com/
Aeroclave	0.00%	YES	NO	http://www.aeroclave.com/
AH Stock	10.00%	NO	NO	http://www.ahstockmfg.com/
Ajax	10.00%	NO	NO	
Akron Brass	38.00%	YES	NO	http://www.akronbrass.com/
Akron Brass Parts	10.00%	YES	NO	http://www.akronbrass.com/
Alocolite	15.00%	NO	NO	http://www.fireladder.com/
Amerex	35.00%	YES	NO	http://amerex-fire.com/
Anchor Industries	5.00%	NO	NO	https://www.anchorinc.com/specialty-products/
Angus	40.00%	NO	NO	http://www.angusfire.com/
Angus Foam	12.00%	NO	NO	http://angusfire.com/foam-concentrates/
Ansul Foam	12.00%	NO	NO	https://www.ansul.com/en/us/pages/default.aspx
Ansul Foams	12%	NO	NO	
Blowhard Fans	10.00%	NO	NO	https://www.blowhardfans.com/
Boston Leather	10.00%	YES	NO	http://www.bostonleather.com/
Bullard (WILDLAND ONLY)	30.00%	YES	NO	https://www.bullard.com/
Bulldog Name Change from Angus	40.00%	NO	NO	http://www.bulldoghose.com/
Cairns & Brother	35.00%	YES	NO	http://us.msasafety.com/
California Mountain (CMC)	0.00%	NO	NO	http://www.cmcrescue.com/
Cast Products	10.00%	NO	NO	http://www.getcpi.com/
CET	20.00%	YES	NO	http://fire-pump.com/
Chemguard Foam	12.00%	NO	NO	http://www.chemguard.com/
Class One (Span Instruments)	10.00%	YES	NO	
Code 3	5.00%	NO	NO	http://www.code3pse.com/
Cosmas USA	25.00%	YES	NO	http://www.cosmasusa.com/
Council Tools	0.00%	NO	NO	http://counciltool.com/
Cutter's Edge	10.00%	YES	NO	http://www.cuttersedge.com/
Darley & Co.	5.00%	NO	NO	http://www.darley.com/
David Clark	10.00%	NO	NO	http://www.davidclarkcompany.com/
Door Storm	5.00%	NO	NO	http://www.doorstorm.com/

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
Dragon Fire Gloves	5.00%	NO	NO	http://www.dragonfiregloves.com/
Duo Safety	10.00%	NO	NO	http://www.duosafety.com/
Edwards Mfg	0.00%	NO	NO	http://www.edwardsironworkers.com/
Elkhart Brass	25.00%	YES	NO	http://www.elkhartbrass.com/
Ergodyne	30.00%	YES	NO	https://www.ergodyne.com/
ESS- Parts	10.00%	NO	NO	http://www.esseyepro.com/
ESS- product	25.00%	NO	NO	http://www.esseyepro.com/
Euramco Safety	10.00%	NO	NO	http://www.euramcosafety.com/
Federal Signal Corp	10.00%	YES	NO	https://www.federalsignal.com/
Ferno	0.00%	NO	NO	http://www.fernoems.com/
Fire Hooks Unlimited	0%	YES	NO	http://www.firehooksunlimited.net/
Fire Research	15.00%	NO	NO	http://www.fireresearch.com/
Firecom	15.00%	YES	YES	http://www.firecom.com/
Firecraft Safety Products	10.00%	NO	NO	https://www.firecraftsafety.com/
Flamefighter	20.00%	YES	NO	http://flamefighter.com/
Fold A Tank	20.00%	YES	NO	http://www.fol-da-tank.com/
Gemtor (formerly Atlas)	15.00%	YES	NO	http://www.gemtor.com/
Glassmaster Wehr	10.00%	YES	NO	http://glassmaster.com/
Globe - Turnout Gear	44.00%	NO	NO	http://globeturnoutgear.com/
Globe Boots	31.00%	YES	NO	http://globeturnoutgear.com/
Groves Incorporated	15.00%	NO	NO	http://www.groves.com/
Haix Boots	15.00%	YES	NO	https://www.haixusa.com/haix-firefighter
Hale Fire Pumps	5%	YES	NO	http://haleproducts.com/
Hannay Reels	10.00%	YES	NO	http://www.hannay.com/
Harrington	40.00%	YES	NO	http://www.harrinc.com/
Hazard Control Technologies	5.00%	YES	NO	https://hct-world.com/
Hebert	20.00%	YES	NO	
HexArmor	15.00%	YES	NO	https://www.hexarmor.com/
Hi-Lift Jack	5.00%	NO	NO	https://hi-lift.com/first-responder-jack/
Humat	0.00%	NO	NO	http://www.humat.com/
Husky	20.00%	YES	NO	http://www.huskyportable.com/
Hygenall	0.00%	NO	NO	https://hygenall.com/firefighters/
Identifire	0.00%	NO	NO	identifiresafety.com
JGB Hose	5.00%	YES	NO	https://www.jgbhose.com/
Junk Yard Dog	5.00%	NO	NO	http://junkyarddogindustries.com/
Key Hose	40.00%	YES	NO	http://keyhose.com/products.html
Kochek	30.00%	YES	NO	https://www.kochek.com/
Kussmaul	12.00%	YES	NO	http://www.kussmaul.com/
Lakeland Industries	25.00%	NO	NO	https://www.lakeland.com/us
Leader Fans	10.00%	YES	NO	http://www.leadernorthamerica.com/
Leatherhead Tools	35.00%	YES	NO	http://www.leatherheadtools.com/
MSA				
MSA Helmets	35.00%	YES	NO	http://us.msasafety.com/
MSA Instruments	15.00%	YES	NO	http://us.msasafety.com/
MSA Parts	15.00%	YES	NO	http://us.msasafety.com/
MSA SCBA	25.00%	YES	NO	http://us.msasafety.com/
MSA TIC	0.00%	YES	NO	http://us.msasafety.com/
Natale (Circle D)	10.00%	YES	NO	http://www.circledlights.com/
National Foam	5.00%	YES	NO	http://nationalfoam.com/
Nupla	30.00%	YES	NO	http://www.nuplacorp.com/
OHD USA	0.00%	NO	NO	http://www.ohdusa.com/
Pelican	15.00%	YES	NO	http://www.pelican.com/
Performance Advantage Company	10.00%	YES	NO	http://pactoolmounts.com/

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
Petrogen	0.00%	NO	NO	http://www.petrogen.com/
PGI	15.00%	NO	NO	https://www.pgi-inc.com/
Pierce	5.00%	YES	NO	
R & B Fabricators	10.00%	YES	NO	https://www.rbfab.com/
Redhead Brass				http://www.redheadbrass.com/
Redhead Brass QTY. 1-9	10.00%	YES	NO	http://www.redheadbrass.com/
Redhead Brass QTY 10-24	20.00%	YES	NO	http://www.redheadbrass.com/
Redhead Brass QTY 25-49	30.00%	YES	NO	http://www.redheadbrass.com/
Redhead Brass QTY 50-199	40.00%	YES	NO	http://www.redheadbrass.com/
Rescue 42	10.00%	YES	NO	http://rescue42.com/
Rescue Tech	5.00%	NO	NO	http://www.rescuetechn1.com/
Rice Hydro - test pumps	25.00%	YES	NO	http://www.ricehydro.com/
Rice Hydro Accessories	10.00%	YES	NO	http://www.ricehydro.com/
SaferStraps	0.00%	YES	NO	https://saferstraps.com/
SCBAS	15.00%	YES	NO	http://scbas.com/
Sensible Mounts	15.00%	YES	NO	http://senpro.net/
Shelby Wolverine	5.00%	YES	NO	http://www.shelbyglove.com/
Signal Vehicle Products	20.00%	NO	NO	
Solutions Safety Products	0.00%	NO	NO	https://solutionssafety.com/products/citrosqueeze
South Park	20.00%	YES	NO	http://www.spcbrass.com/
SpillArmor	10.00%	YES	NO	http://smartvistic.com/spillarmor/
Sterling Rope	15.00%	NO	NO	http://www.sterlingrope.com/
Streamlight	40.00%	YES	NO	http://www.streamlight.com/
SuperVac	25.00%	YES	NO	http://supervac.com/
Task Force Tips	38.00%	YES	NO	http://www.tft.com/
Task Force Tips - Parts	20.00%	NO	NO	http://www.tft.com/
Task Force Tips G-Force	0.00%	YES	NO	https://www.tft.com/Product-Series/G-Force
Team Equipment	0.00%	YES	NO	http://www.teamequipment.com/
TeleLite	5.00%	NO	NO	http://www.tele-lite.com/
Tempest Fans	20.00%	YES	NO	http://www.tempest.us.com/
Thorogood Boots	20.00%	YES	NO	http://www.weinbrennerusa.com/
TNT Rescue Tools	0.00%	YES	NO	http://www.tntrescue.com/
TNT Tools	0.00%	NO	NO	http://www.tnttool.com/
Tomar	10.00%	YES	NO	http://www.tomar.com/
True North	10.00%	YES	NO	http://www.truenorthgear.com/
Turtle Plastics	10.00%	YES	NO	http://turtleplastics.com/
US Coupling	25.00%	YES	NO	http://www.uscouplings.com/home/
Vanguard Safetywear	5.00%	YES	NO	https://www.vanguardsafetywear.com/
Vanner	10.00%	YES	NO	http://www.vanner.com/
Waterax	10.00%	NO	NO	http://www.waterax.com/
Waterous	10.00%	YES	NO	http://www.waterousco.com/
Weldon	10.00%	YES	NO	http://www.akronbrass.com/
Western Shelter - Crew Boss	10.00%	YES	NO	http://westernshelter.com/
Western Shelter-tanks/shelters	0.00%	NO	NO	http://westernshelter.com/
Whelen Engineering	10.00%	YES	NO	http://www.whelen.com/index.php
Will Burt	10.00%	NO	NO	http://www.willburt.com/
Williams Foam	12.00%	YES	NO	http://www.williamsfire.com/HOME.aspx
Ziamatic/Zico	20.00%	YES	NO	http://www.ziamatic.com/

EXHIBIT B
HUMAN TRAFFICKING AFFIDAVIT



HUMAN TRAFFICKING AFFIDAVIT

The Human Trafficking Affidavit is required by Section 787.06, Florida Statutes ("F.S."), as amended by HB 7063, which is deemed as being expressly incorporated into this Form. The Form must be completed by a person authorized to make this attestation on behalf of the Contractor (Nongovernmental Entity) for the purpose of executing, amending, or renewing a Contract with the County (Governmental Entity). The associated Contract shall not become effective unless and until this completed and executed Form is submitted to the County (Governmental Entity). The term Governmental Entity has the same meaning as in Section 287.138(1), F.S.

Ten-8 Fire & Safety, LLC does not use coercion for labor or services as defined in Section 787.06 F.S.
Contractor's Legal Company Name

Pursuant to Section 92.525 F.S., under the penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Contractor's Authorized Representative: **Richard Downer**

Title of Contractor's Authorized Representative: **Chief Operating Officer**

Signature of Contractor's Authorized Representative: 

Date: **10/23/25**

**AGREEMENT BETWEEN
THE CITY OF KISSIMMEE AND
BENNETT FIRE PRODUCTS COMPANY, INC.**

THIS AGREEMENT is made ____ day of _____, 20__ by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741, hereinafter "**City**" and **BENNETT FIRE PRODUCTS COMPANY, INC.**, a Georgia Corporation, whose address is 195 Stockwood Drive, Suite 170, Woodstock, Georgia, hereinafter "**Vendor**," collectively hereinafter referred to as "**Parties**," and each represents as follows:

WITNESSETH

WHEREAS, the City needs to purchase various gear for the Fire Department from time to time, and

WHEREAS, Chapter 287, Florida Statutes, grants government entities the authority to purchase goods and services as a form of inter-governmental cooperative purchasing in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.); and

WHEREAS, the City's Purchasing Manual allows the City to "purchase directly from Federal, State, County, School Board, or Utility Authority contracts or another city's contracts and from cooperative purchasing agreements;" and

WHEREAS, Lake County, Florida entered into Contract Number 22-730B with Vendor on August 1, 2022 (hereinafter the "Master Agreement") following a competitive bidding and selection process, Invitation to Bid # 22-730; and

WHEREAS, the term of the Master Agreement has been extended by the parties thereto until July 31, 2027; and

WHEREAS, the Master Contract allows other governmental agencies to make purchases in accordance with the terms of Master Contract and Vendor consents to allowing City to purchase various gear for the Fire Department as further described in the Master Agreement which is attached hereto and incorporated herein, according to the terms of the Master Agreement; and

WHEREAS, City has determined that the specifications in the solicitation by Lake County, Florida are similar in nature to the various gear for the Fire Department needed by the City, and therefore it is economically advantageous and in the best interest of the City to enter into a cooperative purchase contract with Vendor; and

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

- 1. RECITALS.** The foregoing recitals are true and correct and incorporated herein.

2. **THE CONTRACT DOCUMENTS.** The contract documents consist of this Agreement, the Master Agreement, which is attached hereto as Exhibit A, a Human Trafficking Affidavit, which is attached hereto as Exhibit B, and any subsequent duly executed amendments to any of the aforementioned documents. These contract documents form the Agreement, and all are incorporated herein as if set forth in full. In the event of a conflict between the aforementioned documents, any duly executed amendment to this Agreement will control, followed by this Agreement, Exhibit A, and Exhibit B, in that order.

Upon execution of this Agreement, all references made to the "Lake County, Florida," County," or "Board of County Commissioners" in Exhibit A will be interpreted as pertaining to the City of Kissimmee and City of Kissimmee Commissioners, all references made to "Bidder," "Offeror," "Contractor," or "Vendor" in Exhibit A will be interpreted as pertaining to Vendor and all terms and conditions of Exhibit A not inconsistent with this Agreement, are deemed as having been implemented for use within the City of Kissimmee. It is understood that wherever the words "Lake County, Florida," County," or "Board of County Commissioners" appear, they will be read as "City of Kissimmee," "City," and "City of Kissimmee Commissioners" and wherever the word "Bidder," "Offeror," "Contractor," or "Vendor" appears, it will be read as "Vendor."

3. **TERM.** The term of this Agreement shall begin upon execution of both parties and continue through July 31, 2027.
4. **ORDER.** Vendor agrees to provide to City the products listed in Attachment 2B – Pricing Sheet of the Master Agreement according to the terms of this Agreement upon issuance of a purchase order by the City which specifies the products and in which quantity the City is ordering.
5. **PAYMENT.** Upon review and approval of Vendor's invoice and verification that products and services have been rendered in conformity with this Agreement, the City shall pay Vendor in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Vendor shall not apply any late charges, interest or penalties to any invoice or charges for services until forty-five (45) days from the City's receipt of the invoice.
6. **GOVERNING LAW.** The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. Venue for any cause of action asserted by any party brought in State Court shall be in Osceola County. Venue for any action brought in Federal court shall be in the Middle District of Florida, Orlando Division.
7. **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.

8. **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.
9. **NOTICE.** Any and all notices required to be furnished to City under this Agreement shall be in writing and either hand delivered or, if sent by U.S. Mail or overnight delivery shall be addressed as follows:

**City of Kissimmee
James Walls
Chief
Kissimmee Fire Department
101 N. Church Street
Kissimmee, FL 34741**

10. **PUBLIC RECORDS.** The Vendor 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 Vendor shall keep and maintain public records required by the City to perform the service.

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

- a. If the City's Custodian of Records requests records from the Vendor, the Vendor shall provide the City's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost charged by the City of Kissimmee, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- b. The Vendor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Vendor does not transfer the records to the City.
- c. Upon completion of the contract, the Vendor shall transfer, at no cost, to the City all public records in possession of the Vendor or keep and maintain public records required by the City to perform the service. If the Vendor transfers all public records to the City upon completion of the Contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

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

- d. Upon notice to the Vendor of a request to inspect or copy public records relating to a City's contract for services, the Vendor shall provide the records to the City or allow the records to be inspected or copied within a reasonable time.
- e. If the 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

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

12. HUMAN TRAFFICKING. Vendor shall provide City with the affidavit provided in Exhibit B signed by an officer or representative of Vendor attesting, under penalty of perjury, that Vendor does not use coercion for labor or services as defined by section 787.06, Florida Statutes.

13. ANTITRUST VIOLATOR VENDOR LIST. Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

14. DISCRIMINATORY VENDOR LIST. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

15. PROHIBITED TELECOMMUNICATIONS EQUIPMENT. Vendor represents and certifies that it and its applicable subcontractors do not and will not use any equipment,

system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR Sections 52.204-24 through 52.204-26. By executing this Agreement, Vendor represents and certifies that Vendor and its applicable subcontractors must not provide or use such covered telecommunications equipment, system, or services for any scope of work performed for City for the entire duration of this Agreement. If Vendor is notified of any use or provisions of such covered telecommunications equipment, system, or services by a subcontractor at any tier or by any other source, Vendor must promptly report the information in 40 CFR Section 52.204-25(d)(2) to City.

16. FOREIGN COUNTRY OF CONCERN. Vendor represents and warrants that it is not an entity that gives or will give access to an individual's personal identifying information in violation of Section 287.138, Florida Statutes.

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

18. ENTIRE AGREEMENT. This Agreement constitutes the complete, full, and wholly independent agreement among the parties to this Agreement with regard to the matters contained herein. This Agreement also supersedes all prior representation, statements, and understandings among the Parties to this Agreement with respect to the matters and things addressed herein, either written or oral.

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have caused this Agreement to be executed:

BENNETT FIRE PRODUCTS COMPANY, INC.

Signed: Danny Bennett

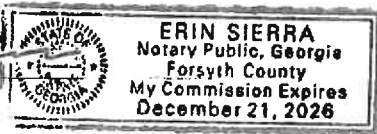
Print name: Danny Bennett

Title: President

Date: October 22, 2025

STATE OF GA)
COUNTY OF Cherokee)

The foregoing instrument was acknowledged before me this 22 day of October, 2025, by means of ☒ physical presence or ☐ online notarization, by Danny Bennett as President of BENNETT FIRE PRODUCTS COMPANY, INC., who is personally known to me or has produced identification, and acknowledged before me that they executed the forgoing instrument as such officer in the name and on behalf of the corporation.

Erin Sierra
Notary Public


CITY OF KISSIMMEE

Mayor-Commissioner

Date: _____

ATTEST:

City Clerk

Approved as to form and legal sufficiency:

City Attorney

EXHIBIT A
MASTER AGREEMENT

**BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET**

DATE: 06/01/2022

TO: Jennifer Barker, County Manager

THRU:

James Dickerson, Fire Chief

BY: Gretchen Bechtel, Contracting Officer II

SUBJECT: Fire Equipment, Supplies, and Services

MEETING DATE: 7/26/2022

ITEM TYPE: Consent Item

ITEM ID: 18195

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend Approval:

1. Of Contracts 22-730A through 22-730K for Fire Equipment, Supplies, and Services to: All Safe Industries, Inc. (Louisville, KY), Bennett Fire Products Company, LLC (Woodstock, GA), Fisher Scientific (Tampa, FL), Henry Schein, Inc. (Melville, NY), Life-Assist, Inc. (Rancho Cordova, CA), Medline Industries, LP (Northfield, IL), Municipal Emergency Services, Inc. (Sandy Hook, CT), Municipal Equipment Company, LLC (Orlando, FL), North America Fire Equipment, Co., Inc. (Decatur, AL), TechnicalRescue.com, Inc. (Cooper City, FL), and Ten-8 Fire Equipment, Inc. (Bradenton, FL); and
2. To authorize the Office of Procurement Services to execute all supporting documentation.

The annual fiscal impact is estimated at \$1,100,000 (expenditure) and is within, and will not exceed, the Fiscal Year 2022 Budget.

BACKGROUND SUMMARY: The Office of Procurement Services, in coordination with the Office of Fire Rescue, issued Invitation to Bid 22-730 to provide for fire equipment, supplies, and services on an as-needed basis. This bid replaces expiring vendor pool Contracts 17-0606A through 17-0606L.

Staff recommends award to the following pool of responsive and responsible vendors: All Safe Industries, Inc. (Louisville, KY), Bennett Fire Products Company, LLC (Woodstock, GA), Fisher Scientific (Tampa, FL), Henry Schein, Inc. (Melville, NY), Life-Assist, Inc. (Rancho Cordova, CA), Medline Industries, LP (Northfield, IL), Municipal Emergency Services, Inc. (Sandy Hook, CT), Municipal Equipment Company, LLC (Orlando, FL), North America Fire Equipment, Co., Inc. (Decatur, AL), TechnicalRescue.com, Inc. (Cooper City, FL), Ten-8 Fire Equipment, Inc. (Bradenton, FL).

Fiscal Impact: The annual fiscal impact is estimated at \$1,100,000 (expenditure) and is within, and will not exceed, the Fiscal Year 2022 Budget.

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
County Fire Fund	1680	2136300	Various		\$1,100,000

Advertised Date:

Paper:

Attachments:

1.	22-730A_unex_All Safe Industries
2.	22-730B_unex_Bennett Fire
3.	22-730C_unex_Fisher Scientific
4.	22-730D_unex_Henry Schein
5.	22-730E_unex_Life Assist
6.	22-730F_unex_Medline Industries
7.	22-730G_unex_Municipal Emergency Services
8.	22-730H_unex_Municipal Equipment Co
9.	22-730I_unex_NAFECO
10.	22-730J_unex_Technical Rescue
11.	22-730K_unex_Ten 8 Fire

STAFF APPROVALS AND DATES:

Gretchen Bechtel	Created/Initiated - 6/1/2022
Ron Falanga	Approved - 6/2/2022
Elizabeth Miner	Approved - 6/2/2022
James Dickerson	Approved - 6/2/2022
Thomas Carpenter	Approved - 6/2/2022
Todd Thornton	Approved - 6/2/2022
Allison Teslia	Approved - 6/3/2022
Melanie Marsh	Approved - 6/25/2022
Jennifer Barker	Approved - 7/1/2022
Misty Spahn	Final Approval - 7/1/2022

ACTION TAKEN BY BOARD:

Action: New

Continued/Deferred Until:

Other:



MODIFICATION OF CONTRACT

Modification Number: Three (3) Effective Date: 8/1/2025	Contract Number: 22-730B Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel, CPPB E-mail: Gretchen.bechtel@lakecountyfl.gov Telephone Number: 352-343-9839	Contractor Name and Address: Name: Bennett Fire Products Company, Inc. Address: 195 Stockwood Drive, STE 170 City: Woodstock, Georgia 30188 ATTENTION: Richard Bennett, benettfire@att.net
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u> . Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Contract modification to extend the agreement for two annual terms to expire on July 31, 2027 or until new contract is awarded.	
CONTRACTOR SIGNATURE BLOCK Signature: <u>Danny Bennett</u> Print Name: <u>Danny Bennett</u> Title: <u>President</u> Date: <u>January 13, 2025</u> E-mail: <u>benettfire@att.net</u> Secondary E-mail: <u>benett.fire@hotmail.com</u>	LAKE COUNTY SIGNATURE BLOCK Signature: <u>Gretchen Bechtel, Contracting Officer II</u> Digitally signed by Gretchen Bechtel, Contracting Officer II Date: 2025.01.15 08:12:09 -05'00'
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



MODIFICATION OF CONTRACT

Modification Number: Two (2) Effective Date: 8/1/2023	Contract Number: 22-730B Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel, CPPB E-mail: Gretchen.bechtel@lakecountyfl.gov Telephone Number: 352-343-9839	Contractor Name and Address: Name: Bennett Fire Products Company, Inc. Address: 195 Stockwood Drive, STE 170 City: Woodstock, Georgia 30188 ATTENTION: Richard Bennett, benettfire@att.net
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u> . Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Contract modification to extend the agreement for two annual terms to expire on July 31, 2025.	
CONTRACTOR SIGNATURE BLOCK Signature: <u>Danny Bennett</u> Print Name: <u>Danny Bennett</u> Title: <u>President</u> Date: <u>March 2, 2023</u> E-mail: <u>benettfire@att.net</u> Secondary E-mail: <u>benett.fire@hotmail.com</u>	LAKE COUNTY SIGNATURE BLOCK Signature: Gretchen Bechtel, CPPB, Contracting Officer II Digitally signed by Gretchen Bechtel, CPPB, Contracting Officer II Date: 2023.03.03 08:10:21 -05'00'
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



MODIFICATION OF CONTRACT

Modification Number: One (1) Effective Date: 1/17/2023	Contract Number: 22-730B Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel, CPPB E-mail: Gretchen.bechtel@LakeCountyFL.gov Telephone Number: 352-343-9832	Contractor Name and Address: Name: Bennett Fire Products Company, Inc. Address: 195 Stockwood Drive, Suite 170 City: Woodstock, Georgia 30188 ATTENTION: Richard Danny Bennett
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u> . Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: This Contract Modification Number One (1) adds the following Manufacturer to agreement: Manufacturer: Veridian Fire Protective Gear Percentage Off List: 10% off retail price Freight Included: yes In Stock / Lead Time: 150 days after receipt of order Manufacturer's Website: www.veridian.net	
CONTRACTOR SIGNATURE BLOCK Signature: <u>Danny Bennett</u> Print Name: <u>Danny Bennett</u> Title: <u>President</u> Date: <u>January 27, 2023</u> E-mail: <u>bennettfire@att.net</u> Secondary E-mail: <u>bennett.fire@hotmail.com</u>	LAKE COUNTY SIGNATURE BLOCK Signature: <u>Gretchen</u> Print Name: <u>Bechtel, CPPB</u> Title: <u>Contracting Officer</u> Date: _____ Digitally signed by Gretchen Bechtel, CPPB, Contracting Officer II Date: 2023.01.27 12:25:04 -05'00'
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



CONTRACT NO. 22-730B
For
Fire Equipment, Supplies, and Services

LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **Bennett Fire Products Company, Inc.** (hereinafter "Contractor") to supply **Fire Equipment, Supplies, and Services** to the County pursuant to County Bid number 22-730 with any included addenda (hereinafter "Bid"), with an opening date of 4/28/2022, and Contractor's Bid response dated 4/26/2022, thereto with all County Bid provisions governing.

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

ATTACHMENTS:

Addendum 1 & 2, Exhibit A – Scope of Work, Exhibit B – Insurance Requirements, Attachment 1 – Submittal Form with General Terms & Conditions acceptance, Attachment 2 – Pricing Sheet

No financial obligation under this Contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this Contract.

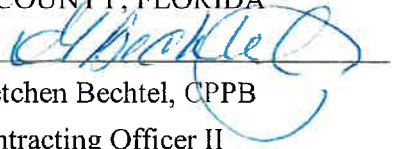
Contractor shall submit the documents hereinafter listed prior to commencement of this Contract: **N/A**

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his option, declare this Contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from 8/1/2022 through 7/31/2023, except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for two (2) two (2) year renewals at Lake County's sole option at the terms noted in the Bid.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA


By: Gretchen Bechtel, CPPB

Contracting Officer II

Date: 7/26/2022

Distribution: Original-Bid File
Copy-Contractor
Copy-Department



Office of Procurement Services

P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

SOLICITATION: Fire Equipment, Supplies, and Services

04/12/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

Q1. Section 5.0 Method of Award - Is it the County's intention to award to multiple vendors as they have done in the past?

R1. Per Section 5.0 Method of Award; The County reserves the right to make awards on a lowest price basis by individual item, group of items, all or none, or a combination; with one or more Vendors

Q2. Section 3.0 Delivery Requirements and Acceptance – bid calls for delivery of all products within 10 calendar days. For items in stock this is possible, but for items on order the delivery time will vary by product and brand. The delivery time can be given when a quote is requested.

R2. Per Section 3.0 Delivery Requirements and Acceptance Section 3.5.1 Back order may be cancelled after the shipment period has lapsed. Cancellation of orders are at the discretion of the County.

Q3. Certain manufacturers are now including a significant surcharge to our cost which is in addition to the list price. For the county to purchase these brands off this contract, a surcharge will need to be allowed.

R3. The solicitation provides for percent off list price. Cost shall be in accordance with contract pricing. Any additional fees shall be borne of the vendor.

ACKNOWLEDGEMENT

Firm Name: Bennett Fire Products Company, Inc.

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Richard Danny Bennett*

Date: 4/26/2022

ADDENDUM NO. #2

22-730

Print Name: Richard Danny Bennett

Title: President

Primary E-mail Address: bennettfire@att.net

Secondary E-mail Address: bennettfireweb@gmail.com



Office of Procurement Services

P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

SOLICITATION: Fire Equipment, Supplies, and Services

03/28/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

Q1. I reviewed the attachments for bid 22-730 on Lake County's website and it doesn't look like the attachments have any items that need to be priced. Is there a file with the equipment and supplies you would like pricing for?

R1. Attachments 2A and 2B – The vendor shall list manufacturer brands supported.

Q2. I am looking at the Bid/RFP Number: 22-730 bid opportunity and wanted to find if I am not seeing the Attachment 2B, properly? I have opened and downloaded, but I am not seeing any of the equipment or supplies listed.

R2. Attachments 2A and 2B – The vendor shall list manufacturer brands supported.

ACKNOWLEDGEMENT

Firm Name: Bennett Fire Products Company, Inc.

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Richard Danny Bennett*

Date: 4/25/2022

Print Name: Richard Danny Bennett

Title: President

Primary E-mail Address: bennettfire@att.net

Secondary E-mail Address: bennettfireweb@gmail.com

FIRE EQUIPMENT, SUPPLIES, AND SERVICES

The County is establishing a vendor pool for fire equipment, supplies, and services. The County does not guarantee a dollar amount to be expended on any resulting contract(s).

1. SCOPE OF SERVICES

All items purchased shall be in accordance with all governmental standards to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). MSDS sheets shall be provided with the shipment of any hazardous materials as required by 29 CFR 1910.1200.

2. CONTRACTOR'S RESPONSIBILITIES

Contractor shall:

- 2.1. Provide a website address for product and price lists for viewing and downloading.
- 2.2. Provide (upon request) a downloadable file of current catalog and manufacturer's price lists for the brands quoted.
- 2.3. Provide all labor, material, and equipment necessary for contract performance.
- 2.4. Provide an intensive training program to County staff regarding the use of the products or services supplied.
 - 2.4.1. Contractor shall bare all costs of registration fees, manuals, texts, or instructional materials associated with the required training.
 - 2.4.2. Training shall be at no additional cost to the County.

3. DELIVERY REQUIREMENTS AND ACCEPTANCE

- 3.1. Deliveries shall be FOB Destination – Inside Delivery.
- 3.2. Delivery will be to a county location named during order placement.
- 3.3. Deliveries shall be made within ten (10) calendar days and during regular business hours
 - 3.3.1. Monday through Friday, 8:00 a.m. to 5:00 p.m.
 - 3.3.2. Excludes County Holidays
- 3.4. Emergency orders shall be delivered within forty-eight (48) hours.
 - 3.4.1. The County will advise when the order is an emergency.
 - 3.4.2. Emergency/Disaster deliveries may be required during non-business hours.
- 3.5. Back orders shall be filled within ten (10) calendar days from the initial scheduled delivery.
 - 3.5.1. Back orders may be cancelled after shipment period has lapsed.

FIRE EQUIPMENT, SUPPLIES, AND SERVICES

3.6. County staff may pick-up in person if authorized in writing by supervisor.

3.6.1. Contractor shall maintain a copy of the written authorization.

3.7. County reserves the right to cancel an order after the order shipment period has lapsed.

4. REBATES AND SPECIAL PROMOTIONS

4.1. All rebates and special promotions offered by a manufacturer shall be passed on to the County.

4.2. Contractor shall be responsible to notify the County of rebates or special promotions.

4.3. Special promotions shall be offered to the County if pricing is lower than contract pricing.

5. REPAIR SERVICES

5.1. Hourly rates shall be straight-time and be full compensation for labor, equipment use, travel time, and any other incidentals.

5.2. Contractor shall possess all required equipment necessary to make effective repairs.

5.3. Contractor shall be factory certified to service equipment.

5.4. Contractor shall assume risk of loss or damage to County property until returned and accepted by County.

5.5. Contractor shall submit a written estimate for each service project.

5.5.1. The estimate shall be itemized and include:

5.5.1.1. Anticipated start date and completion date.

5.5.1.2. Number of hours at contracted hourly wages for project completion

5.5.1.3. List price of materials and discount per Attachment 2 – Pricing Sheet.

5.5.1.4. Lump sum estimates are not acceptable.

5.6. No work shall commence without a written Notice to Proceed.

5.7. All materials, workmanship, and equipment shall be subject to inspection and approval.

5.8. The Contractor shall correct all deficiencies/defects in work failing to conform to standard within ten (10) calendar days of notification at Contractor's expense.

6. TRAINING

6.1. Contractor shall supply a minimum of one (1) comprehensive repair and parts manual.

6.1.1. Manuals shall be included with equipment upon delivery.

FIRE EQUIPMENT, SUPPLIES, AND SERVICES

6.1.2. Manuals may be electronic.

7. WARRANTY REQUIREMENTS

- 7.1. The Contractor agrees that all materials shall be new, warranted for their merchantability, and fit for a particular purpose.
- 7.2. The Contractor agrees that the product and/or service furnished shall be covered by the most favorable commercial warranty.
- 7.3. Contractor shall assume the risk of loss of damage to the County's property during possession and until delivery and acceptance of property to the County.
- 7.4. The Contractor shall correct all apparent or latent deficiencies, defects in work, or any work that fails to conform at the Contractor's expense within ten (10) calendar days.

[The remainder of this page intentionally left blank]

EXHIBIT B – INSURANCE REQUIREMENTS

22-730

A. CONTRACTOR will purchase and maintain at all times during the term of this Contract, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONTRACTOR under the terms and provisions of the Contract. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONTRACTOR to the COUNTY'S Project Manager and Procurement Services Director within five working days of such request. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:

i. General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

ii. Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of \$1,000,000

iii. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers compensation insurance, the CONTRACTOR must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation.

iv. Employers Liability with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employer	\$1,000,000
Disease-Policy Limit	\$1,000,000

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear all applicable policies. Certificates of insurance must identify the RFP or ITB number in the Description of Operations section on the Certificate.

C. CONTRACTOR must provide a minimum of 30 days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

D. Certificates of insurance must evidence a waiver of subrogation in favor of the COUNTY, that coverage must be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.

E. CONTRACTOR must provide a copy of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.

F. Certificate holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA,
AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

G. All self-insured retentions will appear on the certificates and will be subject to approval by the COUNTY. At the option of the COUNTY, the insurer will reduce or eliminate such self-insured retentions; or CONTRACTOR will be required to procure a bond guaranteeing payment of losses and related claims expenses.

H. The COUNTY will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the CONTRACTOR or subcontractor providing such insurance.

I. CONTRACTOR will be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONTRACTOR'S requirements.

J. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

K. Neither approval by the COUNTY of any insurance supplied by CONTRACTOR, nor a failure to disapprove that insurance, will relieve CONTRACTOR of full responsibility of liability, damages, and accidents as set forth herein.

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LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

DEFINITIONS

Contract: The agreement to perform the services set forth in a document signed by both parties with any attachments specifically incorporated.

Contractor: The Vendor to whom award has been made.

County: Lake County, Florida, a political subdivision of the State of Florida.

Proposal: Any offer submitted in response to a solicitation.

Solicitation: The written document requesting bids, quotes, or proposals from the marketplace.

Vendor: Any entity responding to a solicitation or performing under any resulting contract.

INSTRUCTIONS TO VENDORS

A. **Vendor Qualification:** The County requires Vendors provide evidence of compliance with the requirements below upon request:

1. Disclosure of Employment.
2. Disclosure of Ownership.
3. Drug-Free Workplace.
4. W-9 and 8109 Forms – as required by the Internal Revenue Service.
5. Americans with Disabilities Act (ADA).
6. Conflict of Interest.
7. Debarment Disclosure Affidavit.
8. Nondiscrimination.
9. Family Leave.
10. Antitrust Laws – By acceptance of any contract, the Vendor agrees to comply with all applicable antitrust laws.

B. **Public Entity Crimes:** Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or contractor under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

C. **Contents of Solicitation and Vendors' Responsibilities:** The Vendor shall be thoroughly familiar with the requirements of this solicitation. Ignorance of these matters by the Vendor will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid.

E. **Restricted Discussions:** From the date of solicitation issuance until final County action, Vendors will not discuss any part of the solicitation with any employee, agent, or other representative of the County except as expressly authorized by the designated procurement representative. The only communications that will be considered pertinent to a solicitation are appropriately signed written documents from the Vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

F. **Changes to Proposal:** Prior to the scheduled due date, a Vendor may change its Proposal by submitting a new one with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original. The new submittal must contain the letter and all information as required in the solicitation.

G. **Withdrawal of Proposal:** A Proposal will be irrevocable unless it is withdrawn as provided in a solicitation. A Proposal may be withdrawn, either physically or by written notice, at any time prior to solicitation award. If withdrawn by written notice, that notice must be addressed to, and received

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

by, the designated procurement representative. The letter must be on company letterhead and signed by an authorized agent of the Vendor.

- H. **Conflicts within the Solicitation:** Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence will be: the last addendum issued, the Proposal Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the Vendor to identify such conflicts to the designated procurement representative prior to the Proposal due date.
- I. **Prompt Payment Terms:** Payment for all purchases by County agencies will be made in a timely manner and interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The Vendor may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during Proposal evaluation.

PREPARATION OF PROPOSALS

- A. The pricing section of a solicitation defines requirements of items to be purchased and must be completed and submitted with the Proposal. Use of any other form or alteration of the form may result in rejection of the Proposal.
- B. The Proposal submitted must be legible. Vendors shall type or use an ink to complete the Proposal. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.
- C. An authorized agent of the Vendor's firm must sign the Proposal. The County may reject any Proposal not signed by an authorized agent.
- D. The Vendor may submit alternate Proposals for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Proposal must meet or exceed the minimum requirements and be submitted as a separate Proposal marked "Alternate Proposal."
- E. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail. The County reserves the right to allow for clarification of questionable entries and the correction of obvious mistakes.
- F. Any Proposal received after the designated receipt date will be considered late and will not be considered for award.

COLLUSION

Where two (2) or more related parties each submit a Proposal for the same contract, such Proposals will be presumed to be collusive. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a Proposal for the same materials, supplies, services, or equipment will also be presumed to be collusive. Proposals found to be collusive will be rejected. Vendors which have been found to have engaged in collusion may be considered non-responsible and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

PROHIBITION AGAINST CONTINGENT FEES

The Vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Vendor to solicit or secure the Contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Vendor, any consideration contingent upon or resulting from the award or making of the Contract.

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or immediate family member seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a Proposal. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

INCURRED EXPENSES

A solicitation does not commit the County to make an award nor will the County be responsible for any cost or expense which may be incurred by any Vendor in preparing and submitting a Proposal, or any cost or expense incurred by any Vendor prior to the execution of a purchase order or contract.

AWARD

- A. The Contract resulting from a solicitation may be awarded to the responsible Vendor which submits a Proposal determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to reject any and all Proposals, to waive irregularities or technicalities, and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County will be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid, or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is necessary to protect the best interests of the County.
- C. The County reserves the right to reject any and all Proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to reject offers containing terms or conditions contradictory to the County's.
- E. Award of a solicitation will be made to firms satisfying all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the Vendor's site or hold a pre-award qualification hearing to determine if the Vendor can perform the requirements of a solicitation.
- F. The Vendor's performance as a Contractor or subcontractor on previous County contracts will be considered in evaluating the responsibility of the Vendor.
- G. Any tie situations will be resolved in consonance with current written County procedure.
- H. The County has imposed a reciprocal match local vendor preference practice to ensure an equal procurement environment for all potential vendors unless prohibited by the funding source. More information is available on [Section 2-222, Local Vendor Preference](#).
- I. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
- J. A Vendor wishing to protest any award decision resulting from a solicitation may do so per the [Procurement Protest Procedures site](#).

GRANT FUNDING

In the event any part of a Contract is to be funded by federal, state, or other local agency monies, the Vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Contractors are advised that payments under the Contract may

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

be withheld pending completion and submission of all required forms and documents required of the Contractor pursuant to the grant funding requirements.

STATE REGISTRATION REQUIREMENTS

Any entity conducting business in Florida shall either be registered or have applied for registration with the Florida Department of State in accordance with Florida law, unless exempt from registration. A copy of the registration may be required prior to award of a Contract. Additional information is available by visiting the [Florida Department of State home page](#).

PRIME CONTRACTOR

The Vendor awarded a Contract shall act as the Prime Contractor and will assume full responsibility for the successful performance under the Contract. The Awarded Vendor (Contractor) will be considered the sole point of contact regarding meeting all requirements of the Contract. All subcontractors may be subject to advance review by the County regarding competency and security concerns. No change in subcontractors may be made without the consent of the County after the award of the Contract. Contractor will be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. County may require the Contractor to provide any insurance certificates required by the work to be performed even if the subcontractor is self-insured.

SUBCONTRACTING

Unless otherwise stipulated in a solicitation, the Contractor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the Contract for default.

DISADVANTAGED BUSINESSES

The County has adopted policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The County encourages joint ventures between majority-owned firms and qualified disadvantaged/minority/women-owned firms.

GENERAL CONTRACT CONDITIONS

The Contract will be binding upon and will inure to the benefit of each of the parties and respective successors and permitted assigns. The Contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by the parties. The failure of any party at any time to enforce any of the provisions of the Contract will in no way constitute or be construed as a waiver of such provision or of any other provision of the Contract, nor in any way affect the validity of, or the right to enforce, each and every provision of the Contract. Any dispute arising during Contract performance that is not readily rectified by coordination between the Contractor and the County user department will be referred to Procurement Services.

GOVERNING LAW

The interpretation, effect, and validity of any contract will be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action will be solely in Lake County, Florida. The Contractor hereby waives its right to a jury trial.

COMPLIANCE OF LAWS, REGULATIONS, AND LICENSES

The Contractor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods or services specified in a solicitation. During the term of a Contract, the Contractor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the Contractor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against its employees or

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

applicants for employment. The Contractor understands that any Contract is conditioned upon the veracity of this statement.

CONTRACT EXTENSION

The County has the unilateral option to extend a Contract for up to ninety (90) calendar days beyond the current Contract period. In such event, the County will notify the Contractor in writing of such extensions. The Contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the Contractor. Exercise of the above options requires the prior approval of the Procurement Services Director.

MODIFICATION OF CONTRACT

Any Contract resulting from a solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the Contract or purchase order as appropriate. This presumes the modification itself complies with all applicable County procedures.

ASSIGNMENT

The Contractor shall not assign or transfer any Contract resulting from a solicitation, including any rights, title or interest in the Contract, or its power to execute such Contract to any entity without the prior written consent of the County. This provision includes any acquisition or hostile takeover of the Contractor. Failure to comply may result in termination of the Contract for default.

NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within a solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services described in a solicitation in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services provided under the Contract.

OTHER AGENCIES

Other governmental agencies may make purchases in accordance with the Contract with Contractor consent. Purchases are governed by the Contract's terms and conditions except for the change in agency name. Each agency will be responsible and liable for its own purchases for materials or services received.

CONTINUATION OF WORK

Any work that commences prior to, and will extend, beyond the expiration date of any Contract period must, unless terminated by mutual written agreement between the County and the Contractor, continue until completion without change to the then current prices, terms and conditions.

WARRANTY

All warranties express and implied, must be made available to the County for goods and services covered by a solicitation. All goods furnished must be fully guaranteed by the Contractor against factory defects and workmanship. They will be covered by the most favorable commercial warranty given for comparable quantities of products or services and the rights and remedies provided in the Contract will be in addition to the warranty and do not limit any right afforded to the County by any other provision of a solicitation. Contractor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period at no expense to the County. The special conditions of a solicitation may supersede the manufacturer's standard warranty.

DEFICIENCIES IN WORK TO BE CORRECTED BY THE CONTRACTOR

Contractor shall promptly correct all apparent and latent deficiencies or defects in work, or any work that fails to conform to the Contract documents regardless of project completion status. All corrections

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

must be made within seven (7) calendar days after such rejected defects, deficiencies, or non-conformances are verbally reported to the Contractor by the County's project administrator. Contractor must bear all costs of correcting such rejected work. If the Contractor fails to correct the work within the period specified, the County may, at its discretion, notify the Contractor, in writing, that the Contractor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within seven (7) calendar days of receipt of the notice. If the Contractor fails to correct the work within the period specified in the notice, the County may place the Contractor in default, obtain the services of another Contractor to correct the deficiencies, and charge the incumbent Contractor for these costs, either through a deduction from the final payment owed to the Contractor or through invoicing. If the Contractor fails to honor this invoice or credit memo, the County may terminate the contract for default.

COUNTY IS TAX-EXEMPT

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes (85-8013874700C-1). Visit [Lake County Tax Exemption Certificate page](#) to print a copy of the certificate. Except for items specifically identified by the Contractor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor will any Contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

SHIPPING TERMS, F.O.B. DESTINATION

The F.O.B. point for any product ordered will be F.O.B.: DESTINATION – Inside Delivery, FREIGHT ALLOWED. The County will not consider any Proposal showing a F.O.B. point other than F.O.B.: Destination – Inside Delivery.

ACCEPTANCE OF GOODS OR SERVICES

The products delivered as a result of a solicitation will remain the property of the Contractor, and services rendered under the Contract will not be deemed complete, until a physical inspection and actual usage of the products or services is accepted by the County and is in compliance with the terms in the contract.

Any goods or services purchased as a result of a solicitation or Contract may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the County reserves the right to terminate the Contract or initiate corrective action on the part of the Contractor, to include return of any non-compliant goods to the Contractor at the Contractor's expense, requiring the Contractor to either provide a direct replacement for the item, or a full credit for the returned item. The Contractor shall not assess any additional charges for any conforming action taken by the County under this clause. The County will not be responsible to pay for any product or service that does not conform to the Contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in a purchase order or Contract, may be procured by the County on the open market, and any increase in cost may be charged against the Contractor. Any cost incurred by the County in any re-procurement plus any increased product or service cost will be withheld from any monies owed to the Contractor by the County for any Contract or financial obligation.

ESTIMATED QUANTITIES

Estimated quantities or dollars are for the Vendor's guidance only and may be used in the award evaluation process. No guarantee is expressed or implied as to quantities or dollar value that will be used during the Contract period. The County is not obligated to place any order for a given amount subsequent

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

to the award of a solicitation. In no event will the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

PURCHASE OF OTHER ITEMS

While the County has listed all major items within a solicitation, there may be ancillary or similar items purchased by the County during the term of a Contract. The Contractor will provide a price quote for the ancillary items. The County may request price quotes from all Contractors under Contract if there are multiple Contracts. The County reserves the right to award these ancillary items to the primary Contractor, another Contract Contractor based on the lowest price quoted, or to acquire the items through a separate solicitation.

Although a Contract may identify specific locations to be serviced, it is hereby agreed and understood that any County department or facility may be added or deleted to the Contract at the option of the County. The location change will be addressed by formal Contract modification. The County may obtain price quotes for the additional facilities from other Vendors if fair and reasonable pricing is not obtained from the Contractor, or for other reasons at the County's discretion. It is hereby agreed and understood that the County may delete service locations when such service is no longer required, upon fourteen (14) calendar days' written notice to the Contractor.

SAFETY

The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work and for complying with all requirements of the Occupational Safety and Health Administration Act (OSHA). The Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury, or loss to persons or property.

The Contractor shall provide all standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act of 1990 (ADA) regulations.

The Contractor shall designate a competent person of its organization whose duty will be the prevention of accidents at the site. This person must be literate and able to communicate fully in the English language because of the necessity to read job instructions and signs, as well as the need for conversing with County personnel. This person must be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Contract Manager.

MATERIAL SAFETY DATA SHEET (MSDS)

The Contractor is responsible to ensure the County has received the latest version of any MSDS required by 29 C.F.R. Section 1910.1200 with the first shipment of any hazardous material. The Contractor shall promptly provide a new MSDS to the County with the new information relevant to the specific material at any time the content of an MSDS is revised.

TOBACCO PRODUCTS

Tobacco use, including both smoke and smokeless tobacco, is prohibited on County owned property.

CLEAN-UP

If applicable, all unusable materials and debris must be removed from the premises at the end of each workday and disposed of in an appropriate manner. The Contractor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated user department's project manager upon final completion.

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

PROTECTION OF PROPERTY

All existing structures, utilities, services, roads, trees, shrubbery, and property in which the County has an interest must always be protected against damage or interrupted services by the Contractor during the term of a Contract. The Contractor will be held responsible for repairing or replacing property to the satisfaction of the County which is damaged by reason of the Contractor's operation on the property. In the event the Contractor fails to comply with these requirements, the County reserves the right to secure the required services and charge the costs of such services back to the Contractor.

CERTIFICATE OF COMPETENCY/LICENSURE, PERMITS, AND FEES

Any Vendor that submits an offer in response to a County solicitation shall, at the time of such offer if required, hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying the Vendor to perform the work proposed. If work for other trades is required in conjunction with a solicitation, and such work will be performed by subcontractors hired by the Vendor, an applicable Certificate of Competency/license issued to the subcontractors must be submitted with the Vendor's offer. The County may at its option and in its best interest, allow the Vendor to supply the subcontractors certificate/license to the County during the offer evaluation period. The Contractor is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for a project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated in a solicitation. Damages, penalties, or fines imposed on the County or the Contractor for failure to obtain required licenses, permits, inspection or other fees, or inspections will be borne by the Contractor.

TRUTH IN NEGOTIATION CERTIFICATE

Any organization awarded a Contract must execute a truth-in-negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete, and current, at the time of contracting for each Contract that exceeds \$195,000.00. Any Contract requiring this certificate will contain a provision that the original Contract price and any additions will be adjusted to exclude any significant sums by which the County determines the Contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such Contract adjustments will be made within one (1) year following the end of the Contract.

COMPETENCY OF VENDORS AND ASSOCIATED SUBCONTRACTORS

Proposals will be considered from firms which are regularly engaged in the business of providing or distributing the goods or services described in the solicitation, and who can produce evidence of a consistent satisfactory record of performance. The County may consider any evidence available to it of the financial, technical, and other qualifications and abilities of any Vendor responding under a solicitation, including past performance with the County. Vendors must have sufficient financial support and organization to ensure satisfactory delivery under the stated solicitation terms and conditions of any Contract awarded. In the event the Vendor intends to subcontract any part of its work or will obtain the goods specifically offered under the Contract from another source of supply, the Vendor may be required to verify the competency of its subcontractor or supplier. The County reserves the right, before awarding the Contract, to require a Vendor to submit such evidence of its or its subcontractor's qualifications.

RESPONSIBILITY AS EMPLOYER

The employees of the Contractor will always be considered its employees, and not an employees or agents of the County. The Contractor shall provide employees capable of performing the work as required. The County may require the Contractor to remove any employee it deems unacceptable. All employees of the Contractor may be required to wear appropriate identification.

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MINIMUM WAGES

Under the Contract, the wage rate paid to all laborers, mechanics and apprentices employed by the Contractor for the work under the Contract, must not be less than the prevailing wage rates for similar classifications of work as established by the Federal Government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24 (f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

PRICE REDETERMINATIONS

Contractor may petition for a price redetermination with documented increases in the cost of wages, fuel, or materials within 30 calendar days of the anniversary date of the Contract. Price redeterminations will be based upon changes documented by the applicable Employment Cost Index (ECI) or Producer Price Index (PPI) as published on the [Bureau of Labor Statistics site here](#). Contractor may petition for price redetermination for Contractor's minimum wage employees should the minimum wage increase during the Contract. Upon verification, the County may grant an increase matching the minimum wage increase.

INDEMNIFICATION

To the extent permitted by law, the Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Contract by the Contractor or its employees, agents, servants, partners, principals or subcontractors. The Contractor shall pay all claims and losses in connection with those claims and losses, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may be incurred. The Contractor expressly understands and agrees that any insurance protection required by the Contract or otherwise provided by the Contractor will in no way limit the responsibility to indemnify, keep and hold harmless and defend the County or its officers, employees, agents and instrumentalities as provided in a solicitation or any Contract arising from a solicitation.

TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate the Contract upon thirty (30) days' written notice. Upon receipt of such notice, the Contractor shall not incur any additional costs under the Contract. The County will be liable only for reasonable costs incurred by the Contractor prior to notice of termination. The County will be the sole judge of "reasonable costs."

TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the Contract will be cancelled, and the Contractor will be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

TERMINATION FOR DEFAULT

The County reserves the right to terminate any Contract arising from a solicitation, in part or in whole, or affect other appropriate remedy in the event the Contractor fails to perform in accordance with the terms and conditions stated in the Contract. The County further reserves the right to suspend or debar the Contractor in accordance with the County's ordinances, resolutions and administrative orders. The Contractor will be notified by letter of the County's intent to terminate and the Contractor will be given

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

ten (10) calendar days to cure the breach. In the event of termination for default, the County may procure the required goods and services from any source and use any method deemed in its best interest. All re-procurement costs will be borne by the Contractor.

FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or other material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other Contracts with such individual, corporation or entity with such Contractor held responsible for all direct or indirect costs associated with termination or cancellation, including attorneys' fees.

RIGHT TO AUDIT

The County reserves the right to require the Contractor to submit to an audit, by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to the contract at its place of business during regular business hours. The Contractor shall retain all records pertaining to the contract and upon request make them available to the County for three (3) complete calendar years following expiration of the contract. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

If the Contractor provides technology services, the Contractor must provide Statement of Standards for Attestations Engagements (SSAE) 16 or 18 and System and Service Organization Control (SOC) reports upon request by the County. The SOC reports must be full Type II reports that include the Contractor's description of control processes, and the independent auditor's evaluation of the design and operating effectiveness of controls. The cost of the reports will be paid by the Contractor.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Contractor to the County in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the County's audit must be reimbursed to the County by the Contractor. Any adjustments or payments which must be made as a result of any such audit or inspection of the Contractor's invoices or records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) calendar days, from presentation of the County's audit findings to the Contractor.

This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the Contractor in performance of any work under the contract.

PROPRIETARY/CONFIDENTIAL INFORMATION

Vendors are hereby notified that all information submitted as part of a Proposal will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act"). The Vendor should not submit any information in response to a solicitation which the Vendor considers proprietary or confidential. The submission of any information to the County in connection with a solicitation will be deemed a waiver from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

PUBLIC RECORDS LAW

Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Contractor with this statement and establish the following requirements as contractual obligations pursuant to the contract:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY

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TO PROVIDE PUBLIC RECORDS RELATING TO THIS SOLICITATION, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-343-9839, PURCHASING@LAKECOUNTYFL.GOV, BY MAIL, OFFICE OF PROCUREMENT SERVICES, ATTN: RON FALANGA, P.O. BOX 7800 TAVARES, FL 32778.

By entering into the Contract, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, the Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into a contract for services with the County is required to:

- A. Keep and maintain public records required by the County to perform the services and work provided pursuant to the Contract.
- 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 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 or termination of the Contract if the Contractor does not transfer the records to the County.
- D. Upon completion or termination of the Contract, transfer, at no cost, to the County all public records in the possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion or termination of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion or termination of the Contract, the Contractor 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.

Requests to inspect or copy public records relating to the County's Contract for services must be made directly to the County. If Contractor receives any such request, Contractor shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the Contractor of such request, and the Contractor must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

Contractor acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. Contractor shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from the Contractor's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. Contractor authorizes County to seek

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Lake County on an expedited basis to enforce the requirements of this section.

COPYRIGHTS

Any copyright derived from a Contract will belong to the author. The author and the Contractor shall expressly assign to the County nonexclusive, royalty free rights to use any and all information provided by the Contractor in any deliverable or report for the County's use which may include publishing in County documents and distribution as the County deems to be in its best interests. If anything included in any deliverable limits the rights of the County to use the information, the deliverable will be considered defective and not acceptable and the Contractor will not be eligible for any compensation.

The County owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in any solicitation permits or shall be construed as authorizing Vendor or Contractor to use or display County's Intellectual Property. The County has the right to redact the County Logo displayed on any submission.

SOVEREIGN IMMUNITY

County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Nothing will be deemed as a waiver of immunity or the limitations of liability of County beyond any statutory limited waiver of immunity or limits of liability. Nothing will inure to the benefit of any third party for the purpose of allowing any claim against County, which would otherwise be barred under the law.

COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under a Contract must be in accordance with all governmental standards to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

E-VERIFY

Upon award of a Contract, the Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons hired by the Contractor during the term of the Contract.

The Contractor shall include in all contracts with subcontractors performing work pursuant to any Contract, an express requirement that subcontractors utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by subcontractors during the term of the subcontract.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA)

The Contractor may be required to execute a Business Associate Agreement, pursuant to the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191) (codified at 42 U.S.C. Section 1320d, *et. seq.*), and regulations contained in 45 C.F.R. Parts 160 and 164.

If the Contractor obtains any information governed by 42 U.S.C. Section 290dd-2 and the regulations implemented by the Substance Abuse and Mental Health Services Administration at 42 C.F.R. Part 2 (collectively referred to as the "SAMHSA regulations"), whether from the County or another source, while providing services to the County under the contract, the Contractor shall only use or disclose that information pursuant to the SAMHSA regulations.

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The Contractor will also comply with any and all laws under the State of Florida governing the confidentiality of health information, including but not limited to records or other documents containing medical, mental health, or substance abuse information.

FORCE MAJEURE

The parties will exercise every reasonable effort to meet respective obligations under the Contract but will not be liable for delayed performance or nonperformance resulting from a force majeure. A party that becomes aware of a force majeure that will significantly delay performance will notify the other party promptly, within 15 calendar days, after it discovers the force majeure. If a force majeure occurs, the parties may execute a contract modification or change order to extend the performance schedule or make accommodations that are reasonable under the circumstances.

NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time may be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the work will relieve the Contractor of duty to perform or give rise to any right to damages or additional compensation from the County. The Contractor's sole remedy will be the right to seek an extension to the Contract time. However, this provision will not preclude recovery of damages by the Contractor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

CERTIFICATION REGARDING SCRUTINIZED COMPANIES

The Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the County for goods or services may be terminated at the option of the County if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

For purchases of \$1 million or more:

By submitting a response to any solicitation, the Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the County for goods or services of \$1 million or more may be terminated at the option of the County if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

ANTI-TRAFFICKING RELATED ACTIVITIES

The U.S. Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities listed below. These prohibitions specifically apply to come federally funded contracts and prohibit contractors, contractor employees, and their agents from:

A. Engaging in severe forms of trafficking in persons during the period of performance of the contract;

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- B. Procuring commercial sex acts during the period of performance of the contract;
- C. Using forced labor in the performance of the contract;
- D. Destroying, concealing, confiscating, or otherwise denying access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
- E. Using misleading or fraudulent practices during the recruitment of employees;
- F. Charging employees or potential employees recruitment fees;
- G. Failing to provide return transportation or paying for the cost of return transportation upon the end of employment for certain employees;
- H. Providing or arrange housing that fails to meet the host country housing and safety standards; or
- I. Failing to provide an employment contract, recruitment agreement, or other required work documents in writing, as required by law or contract.

NOTICES

All notices given by one party to the other party under a contract must be delivered to the receiving party's address set forth on the Contract either by hand, qualified courier, or e-mail and will be deemed received the day after it is transmitted. For County, it must be addressed to the Office of Procurement Services, Post Office Box 7800, 315 West Main Street, Suite 441, Tavares, Florida, 32778 or emailed to purchasing@lakecountyfl.gov.

[The remainder of this page intentionally left blank]

The undersigned hereby declares that: Bennett Fire Products Company, Inc. has examined and accepts the specifications, terms, and conditions presented in this Solicitation, satisfies all legal requirements to do business with the County, and to furnish **FIRE EQUIPMENT, SUPPLIES, AND SERVICES** for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on the date stated in the solicitation or as noted in an addenda. Furthermore, the undersigned is duly authorized to execute this document and any contracts or other transactions required by award of this Solicitation.

1.0 TERM OF CONTRACT

The Contract will be awarded for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement.

The Contract will commence upon the first day of the next calendar month after Board approval. The Contract remains in effect until completion of the expressed and implied warranty periods. The County reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

2.0 PAYMENT

The Contractor shall email the County's using department (egminer@lakecountyfl.gov) an accurate invoice within 30 calendar days after delivery. Invoices should reference the purchase/task order, ship date, tracking number, and ship-to address, list price, percent discount, and unit cost. Failure to submit invoices in the prescribed manner will delay payment.

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The County will remit full payment on all undisputed invoices within 45 days from receipt by the appropriate County using department. The County will pay interest not to exceed 1% per month on all undisputed invoices not paid within 30 days after the due date.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

Vendor accepts MasterCard for payment: NO

3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS:

I certify that I have reviewed the [General Terms and Conditions for Lake County Florida](#) and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. YES

Failure to acknowledge may result in Submittal being deemed non-responsive.

4.0 CERTIFICATION REGARDING FELONY CONVICTION:

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? NO

5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION:

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with any

corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. Confirmed, no conflict of interest, Danny Bennett

6.0 CERTIFICATION REGARDING BACKGROUND CHECKS:

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, the Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by the Contractor at no additional cost to the County. The County retains the right to request and review any associated records with or without cause, and to require replacement of any Contractor employee found in violation of this requirement. Contractor shall indemnify the County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award. YES

7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The County does not establish specific goals for minority set-asides however, participation by minority and non-minority qualified firms is strongly encouraged. If the firm is a minority firm or has obtained certification by the State of Florida, Office of Supplier Diversity, (OSD) (CMBE), please indicate the appropriate classification(s) Choose an item. Choose an item.
and enter OSD Certification Number Click or tap here to enter text.
and enter effective date Click or tap to enter a date. to date Click or tap to enter a date.

8.0 FEDERAL FUNDING REQUIREMENT:

N/A

9.0 RECIPROCAL VENDOR PREFERENCE:

N/A

10.0 GENERAL VENDOR INFORMATION:

Firm Name: Bennett Fire Products Company, Inc.
Street Address: 195 Stockwood Drive, Suite 170
City: Woodstock State and ZIP Code: Georgia 30188
Mailing Address (if different): PO Box 2458
Telephone: 770-402-9910 Fax: N/A
Federal Identification Number / TIN: 58-2143532
DUNS Number: N/A

11.0 SUBMITTAL SIGNATURE:

I hereby certify the information indicated for this Submittal is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this Submittal on behalf of the Vendor. I, individually and on behalf of the Vendor, acknowledge and agree to abide by all terms and conditions contained in this solicitation as well as any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: *Richard Danny Bennett*

Date: 4/26/2022

Print Name: Richard Danny Bennett

Title: President

Primary E-mail Address: bennettfire@att.net

Secondary E-mail Address: bennettfireweb@gmail.com

The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

[The remainder of this page is intentionally blank]

<i>Firm's Name Here</i>				
SAVE AND SUBMIT AS AN EXCEL FILE				
FIRM'S WEBSITE:		www.bennettfireproducts.com		
Warehouse Location(s):		Woodstock, GA		
Contact Information For Emergency/Disaster Services (24/7)				
Name:		Danny Bennett		
Email:		bennettfire@att.net		
Emergency Phone:		770-402-9910		
List manufacturer brands supported.				
MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
		as of 4/25/22		
Globe Bunker Gear custom	44.00%	10-12 months	yes	www.us.msasafety.com
Cairns Bunker Gear custom	42.00%	10-12 months	yes	www.us.msasafety.com
Globe Accessories	10.00%	30 days	yes	www.us.msasafety.com
Globe Footwear	31.00%	75 days	yes	www.us.msasafety.com
Cairns Helmets custom	25.00%	45 days	yes	www.us.msasafety.com
Cairns Leather Fronts	2.00%	45 days	yes	www.us.msasafety.com
Cairns Helmet Parts	2.00%	30 days	yes	www.us.msasafety.com
PGI Clothing custom	10.00%	3-4 months	yes	www.pgi-inc.com
PGI Hoods and Accessories	2.00%	60 days	yes	www.pgi-inc.com
Firecraft Gloves	5.00%	10 days	yes	www.firecraftsafety.com
Firecraft Gear Bags	2.00%	10 days	yes	www.firecraftsafety.com
Shelby Gloves	5.00%	1-2 months	yes	www.shelbyglove.com
Stanfield Lifeline Hoods	2.00%	1-2 months	yes	www.lifeliners.com
Black Diamond Rubber Boots	5.00%	4-6 months	yes	www.bdboots.com

EXHIBIT B
HUMAN TRAFFICKING AFFIDAVIT



HUMAN TRAFFICKING AFFIDAVIT

The Human Trafficking Affidavit is required by Section 787.06, Florida Statutes ("F.S."), as amended by HB 7063, which is deemed as being expressly incorporated into this Form. The Form must be completed by a person authorized to make this attestation on behalf of the Contractor (Nongovernmental Entity) for the purpose of executing, amending, or renewing a Contract with the County (Governmental Entity). The associated Contract shall not become effective unless and until this completed and executed Form is submitted to the County (Governmental Entity). The term Governmental Entity has the same meaning as in Section 287.138(1), F.S.

Bennett Fire Products Co., Inc. does not use coercion for labor or services as defined in Section 787.06, F.S.
Contractor's Legal Company Name

Pursuant to Section 92.525, F.S., under the penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Contractor's Authorized Representative: **Danny Bennett**

Title of Contractor's Authorized Representative: **President**

Signature of Contractor's Authorized Representative: *Danny Bennett*

Date: **10/22/25**

ITEM 7.K

Knightsbridge Phase 2C & 2D subdivision final acceptance

Request

Request acceptance of subdivision improvements for Knightsbridge Phase 2C & 2D, with conditions.

Explanation

The developer, Lennar Homes, LLC., is requesting acceptance of the subdivision improvements for Knightsbridge Phase 2C & 2D (DRC# SR-22-0014). Construction has been deemed substantially complete, with conditions, with all inspections conducted and finalized in accordance with the City's subdivision site improvement, inspection, and certification procedures (LDC §14-3-43).

Conditions of Approval. The sidewalk segment between Lots 247, 248, 259, and 260 was not constructed because the common sidewalk would have been placed on private property with an easement rather than within a dedicated tract, which the developer prefers. Accordingly, no building permits for Lots 247, 248, 259, or 260 shall be issued until: (1) the pedestrian sidewalk is redesigned to be located within a dedicated tract, approved by City staff, constructed, and inspected; and (2) a replat is recorded creating a 10-foot-wide sidewalk tract, with any necessary side lot line adjustments. The performance guarantee shall remain in effect until these improvements have been constructed and inspected.

The fee-simple subdivision is located at the end of Golden Knight Boulevard. Required improvements with this development include paving, grading, drainage, water, sewer, landscaping, amenities, and street lighting. The subdivision roads, ponds, and open-space tracts have been dedicated to and will be maintained by the Knightsbridge Community Development District and Knightsbridge Master Property Owners Association, Inc., as applicable. The owner has posted a maintenance bond in the amount of \$454,079.75 to ensure the satisfactory condition of the required subdivision improvements for a period of one year from formal acceptance by the City Commission.

The City Commission previously approved the final plat, along with a performance guarantee, for this subdivision (DRC# SR-23-0007) on May 21, 2024.

Recommendation

Approval to accept the subdivision improvements for Knightsbridge Phase 2C & 2D, with conditions.

REQUESTED CITY COMMISSION ACTION:

Approve w/Conditions

Department: Public Works & Engineering

Presenter:

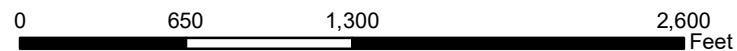
Attachment(s):

1. Knightsbridge Phase 2C & 2D Final Acceptance Vicinity Map
2. Maintenance Bond and Rider
3. Knightsbridge Phase 2C & 2D Sidewalk Segment Location (Lots 247, 248, 259 & 260)



Knightsbridge Phase 2C & 2D Final Acceptance (DRC# SR-22-0014)

Date Generated: 10/15/2025



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

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

FIDELITY GUARANTY AND ACCEPTANCE CORP.

5505 WATERFORD DISTRICT DRIVE, 7TH FLOOR WEST

MIAMI, FLORIDA 33126

PHONE (305) 553-8724



JUNE 19, 2025

IRREVOCABLE LETTER OF CREDIT NO. FGAC-25463

BENEFICIARY:

CITY OF KISSIMMEE
101 CHURCH STREET, SUITE 110
KISSIMMEE, FL 34741

APPLICANT (DEVELOPER):

LENNAR HOMES, LLC
6675 WESTWOOD BOULEVARD, 5TH FLOOR
ORLANDO, FL 32821

AMOUNT:

USD \$454,079.75 (FOUR HUNDRED FIFTY-FOUR THOUSAND SEVENTY-NINE
AND 75/100 US DOLLARS)

EXPIRATION DATE:

JUNE 18, 2026

PROJECT:

KNIGHTSBRIDGE PHASE 2C, 2D (SR-22-0014)

GENTLEMEN:

BY ORDER OF APPLICANT, WE HEREBY ESTABLISH THIS IRREVOCABLE LETTER OF CREDIT NUMBER FGAC-25463 IN YOUR FAVOR. WE HEREBY AUTHORIZE YOU TO DRAW ON FIDELITY GUARANTY AND ACCEPTANCE CORP. UP TO AN AGGREGATE AMOUNT OF FOUR HUNDRED FIFTY-FOUR THOUSAND SEVENTY-NINE AND 75/100 US DOLLARS (USD \$454,079.75), AVAILABLE BY YOUR SIGHT DRAFT(S) DRAWN ON US. WE ARE INFORMED THAT THIS LETTER OF CREDIT IS TO GUARANTEE MAINTENANCE OF IMPROVEMENTS TO PROJECT, AS REQUIRED PURSUANT TO THE APPROVED PLANS.

YOUR SIGHT DRAFT(S) MUST BE ACCOMPANIED BY THE ORIGINAL OF THIS LETTER OF CREDIT AND ALL ORIGINAL AMENDMENTS, IF ANY; AND BY A SIGNED STATEMENT FROM THE CITY OF KISSIMMEE ENGINEER CERTIFYING THAT EITHER: (A) THE MAINTENANCE OF THE IMPROVEMENTS CALLED FOR IN THE APPROVED PLANS AND CITY OF KISSIMMEE LAND DEVELOPMENT CODE HAS NOT BEEN COMPLETED FOR THE PROJECT KNOWN AS KNIGHTSBRIDGE PH 2C, 2D (SR-22-0014) BY THE APPLICANT, AND STATING THE AMOUNT DUE TO CITY OF KISSIMMEE (THE "CITY"); OR (B) THE CITY HAS RECEIVED NOTICE OF NON RENEWAL FROM FIDELITY GUARANTY AND ACCEPTANCE CORP. THAT THIS LETTER OF CREDIT WILL NOT BE AUTOMATICALLY EXTENDED BEYOND THE CURRENT EXPIRATION DATE AND THE OBLIGATIONS ARE STILL OUTSTANDING AND AN ACCEPTABLE REPLACEMENT SECURITY OR LETTER OF CREDIT HAS NOT BEEN PROVIDED.

DRAFT(S) MUST BE DRAWN ON OR BEFORE ISSUER'S CLOSE OF BUSINESS ON JUNE 18, 2026, AND EACH DRAFT MUST BE MARKED "DRAWN UNDER IRREVOCABLE LETTER OF CREDIT NUMBER FGAC-25463".

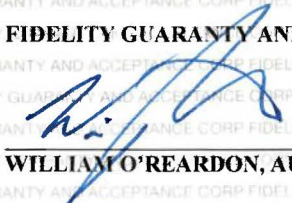
IT IS A CONDITION OF THIS IRREVOCABLE LETTER OF CREDIT THAT IT SHALL AUTOMATICALLY EXTEND FOR SUCCESSIVE ONE YEAR PERIODS FROM THE PRESENT OR ANY FUTURE EXPIRATION DATE HEREOF, UNLESS ISSUER PROVIDES WRITTEN NOTICE TO THE CITY NO LATER THAN FORTY-FIVE (45) DAYS PRECEDING THE CURRENT EXPIRATION DATE OF ITS INTENT NOT TO EXTEND THIS LETTER OF CREDIT BEYOND THE EXPIRATION DATE.

IN ANY EVENT, UPON EXPIRATION OR AT ANY TIME AFTER THE COMPLETION OF THE SUBDIVISION IMPROVEMENTS TO THE SATISFACTION OF THE CITY, AS EVIDENCED BY WRITTEN ACCEPTANCE OF THE REQUIRED IMPROVEMENTS FOR THE PROJECT, YOU WILL RETURN THE ORIGINAL LETTER OF CREDIT TO THIS ISSUER MARKED "CANCELLED."

WE HEREBY AGREE THAT DRAFT(S) DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT WILL BE DULY HONORED UPON PRESENTATION TOGETHER WITH THE DOCUMENTS REQUIRED HEREIN TO FIDELITY GUARANTY AND ACCEPTANCE CORP. 5505 WATERFORD DISTRICT DRIVE, 7TH FLOOR WEST, MIAMI, FL 33126, IF PRESENTED BEFORE OUR CLOSE OF BUSINESS ON OR BEFORE THE EXPIRATION DATE.

VERY TRULY YOURS,

FIDELITY GUARANTY AND ACCEPTANCE CORP.


WILLIAM O'REARDON, AUTHORIZED AGENT

FIDELITY GUARANTY AND ACCEPTANCE CORP.

5505 WATERFORD DISTRICT DRIVE, 7TH FLOOR WEST

MIAMI, FLORIDA 33126

PHONE (305) 553-8724

OCTOBER 23, 2025

IRREVOCABLE STANDBY LETTER OF CREDIT NO. FGAC-25463

BENEFICIARY:

CITY OF KISSIMMEE

101 CHURCH STREET, SUITE 110

KISSIMMEE, FL 34741

APPLICANT:

LENNAR HOMES, LLC

6675 WESTWOOD BOULEVARD, 5TH FLOOR

ORLANDO, FL 32821

LC AMOUNT:

USD \$454,079.75 (FOUR HUNDRED FIFTY-FOUR THOUSAND SEVENTY-NINE AND 75/100 US DOLLARS)

RE:

KNIGHTSBRIDGE PHASE 2C, 2D (SR-22-0014)

GENTLEMEN:

TO AMEND LETTER OF CREDIT NO. FGAC-25463 AS ISSUED IN YOUR FAVOR.

THIS AMENDMENT IS AN INTEGRAL PART OF THE ORIGINAL CREDIT. ALL OTHER TERMS AND CONDITIONS OF THE LETTER OF CREDIT INCLUDING PREVIOUS AMENDMENTS REMAIN UNCHANGED.

AMENDED TERM(S):

THE EXPIRATION DATE IS NOW TO READ: NOVEMBER 4, 2026.

THIS LETTER OF CREDIT WILL CONTINUE TO AUTOMATICALLY EXTEND AS DEFINED IN THE ORIGINAL LETTER OF CREDIT.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

IMMEDIATE NOTIFICATION MUST BE GIVEN TO US IF THIS AMENDMENT IS NOT ACCEPTED.

THIS IS AMENDMENT NO. 1.

VERY TRULY YOURS,

FIDELITY GUARANTY AND ACCEPTANCE CORP.

WILLIAM O'REARDON, AUTHORIZED AGENT

ITEM 7.L

Acceptance of sidewalk easement for 420 S. Clyde Avenue

Request

Approval to accept and record a non-exclusive sidewalk easement granted by Camsave Properties, LLC. over property located at 420 S. Clyde Avenue, for public sidewalk purposes. (Contract #20260056).

Explanation

Camsave Properties, LLC. owns the property located at 420 S. Clyde Avenue, Kissimmee, Florida 34741 (Parcel ID: 28-25-29-1920-0020-0045) being Lot 4, Block 20 of W.A. Patrick's Addition to the Town of Kissimmee City, as recorded in Plat Book A, Page 1 of the Public Records of Osceola County, Florida.

The city has been granted a perpetual, non-exclusive easement for public sidewalk purposes, including related customary improvements such as curb, gutter, and bike path, as described in Exhibit A and shown on Exhibit B.

This easement lies along the west side of S. Clyde Avenue, within the frontage of the above-described property.

Recommendation

Approval to accept the sidewalk easement from Camsave Properties, LLC. and authorize the City Clerk to record the instrument in the Public Records of Osceola County.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. (S) 420 S Clyde Sidewalk Easement Agreement

PREPARED BY AND RETURN TO:



(Space Reserved for Recording Information)

SIDEWALK EASEMENT

THIS SIDEWALK EASEMENT (the “**Easement**”) is made this 27th day of September, 2025, by and between, CANSAVE PROPERTIES LLC, hereinafter “**Grantor**”, and CITY OF KISSIMMEE, a municipal corporation existing under the laws of the State of Florida, whose address is 101 Church Street, Kissimmee, Florida 34741, hereinafter the “**Grantee**”, its successors and assigns.

WITNESSETH:

That said Grantor, the fee simple owner of that certain real property located in the City of Kissimmee, Osceola County, Florida, as more particularly described on Exhibit “A” attached hereto and incorporated herein (the “**Property**”), for and in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants and conveys to the Grantee a non-exclusive easement in, under, upon, along, over, across and through that certain portion of the Property depicted and described on Exhibit “B” attached hereto and incorporated herein by this reference (the “**Easement Area**”) for a public sidewalk (the “**Sidewalk**”).

While the Grantor shall be responsible for the initial construction of the Sidewalk at its sole cost and expense, the Grantee, at its sole cost and expense, shall have the obligation to maintain, repair and replace the Sidewalk.

The Grantor reserves all rights with respect to the Easement Area for any use not inconsistent herewith, but no buildings or structures shall be erected or placed on the Easement Area by Grantor. The rights herein granted may be assigned in whole or in part.

Subject to Section 768.28, Florida Statutes, the Grantee will indemnify and save the Grantor harmless from and against any and all damages, injuries, losses, claims, demands, costs and other expenses whatsoever arising out of or resulting from the use of the Easement Area by the Grantee, including but not limited to (i) use of the Easement Area by the public, or (ii) the installation, maintenance, operation, use, repair, replacement and/or renewal of the Sidewalk.

This Easement shall be binding upon and inure to the benefit of Grantor and Grantee and their respective permitted legal representatives, successors and assigns. This Easement is an easement appurtenant and the benefits and burdens of this Easement run with title to the Easement Area.

The Grantor hereby covenants and warrants that it owns the Easement Area and has the right to grant this Easement.

IN WITNESSES WHEREOF, the Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Witnesses:

Stepan Hu
Print Name: STEPAN HU
Address: 2350 ROSS STREET
KISSIMMEE, FL 34744

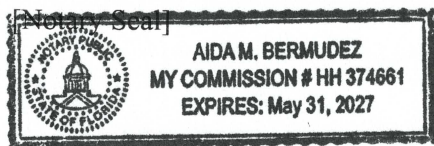
Barbara Herrera
Print Name: Barbara Herrera
Address: 1311 E MANISTEE
LAKELAND, FL 33801

GRANTOR:

By: Martin Qamar
By: MARTIN QAMAR
Name: MANAGER
Title: 12472 LAKE UNDER HILL ROAD
Address: #274
ORLANDO FL 32828

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 29 day of October, 2025, by Martin Qamar, as of _____ . Said person (check one) ☒ is personally known to me or ☐ has produced a valid driver's license as identification.



Aida M Bermudez
Signature of person taking acknowledgment
Name (typed, printed or stamped): Aida M Bermudez
Title or Rank: Notary Public
Serial number (if any): HH 374661

ATTEST:

By: _____
City Clerk

**CITY OF KISSIMMEE, FLORIDA,
a municipal corporation**

By: _____
Mayor
Date: _____

Exhibit A

Address: 420 S CLYDE AVE KISSIMMEE, FL 34741

Parcel ID: 28-25-29-1920-0020-0045

Legal Description: BEGINNING AT THE SOUTHEAST CORNER OF LOT 4 OF BLOCK 20 OF W. A. PATRICK'S ADDITION TO THE TOWN OF KISSIMMEE CITY, OSCEOLA COUNTY, STATE OF FLORIDA, ACCORDING TO THE OFFICIAL PLAT OF SAID W.A. PATRICK'S ADDITION TO KISSIMMEE CITY, FLORIDA, AS FILED AND RECORDED IN PLAT BOOK A, PAGE 1, AND RUN THENCE NORTH 73.79 FEET, THENCE WEST 71.1 FEET, THENCE RUN SOUTH 73.79 FEET, AND THENCE RUN EAST 71.1 FEET TO THE POINT OF BEGINNING

Sketch of Description

Legal Description:

A PORTION OF LOT 4, BLOCK 20, W.A. PATRICK'S ADDITION TO THE TOWN OF KISSIMMEE CITY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK A, PAGE 1 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS THE FOLLOWING:

BEGIN AT THE SOUTHEAST CORNER OF LOT 4, BLOCK 20, W.A. PATRICK'S ADDITION TO THE TOWN OF KISSIMMEE CITY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK A, PAGE 1 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE, ALONG THE SOUTH LINE OF SAID LOT 4, BLOCK 20, NORTH 89°58'22" WEST 71.10 FEET; THENCE, LEAVING SAID SOUTH LINE, NORTH 00°25'01" EAST 0.81 FEET; THENCE NORTH 88°56'54" EAST 26.74 FEET; THENCE NORTH 85°16'24" EAST 25.04 FEET; THENCE NORTH 82°56'22" EAST 6.30 FEET; THENCE NORTH 78°48'41" EAST 2.64 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 5.00 FEET, CENTRAL ANGLE OF 78°47'09" AND A CHORD BEARING & DISTANCE OF NORTH 39°25'07" EAST 6.35 FEET; THENCE ALONG SAID CURVE, A DISTANCE OF 6.88 FEET TO THE POINT OF TANGENCY; THENCE NORTH 00°01'32" EAST 64.21 FEET; THENCE SOUTH 89°58'22" EAST 7.04 TO THE EAST LINE OF SAID LOT 4, BLOCK 20; THENCE, ALONG SAID EAST LINE, SOUTH 00°25'01" WEST 73.79 FEET TO THE POINT OF BEGINNING.

CONTAINING 646.71 SQUARE FEET MORE OR LESS.

This is **NOT** a Survey.

This is **ONLY** a Description.

This Sketch and Description consist of two sheets and is not full and or complete without both sheets.

Sketch Date: 09/26/25	Sketch and Description Certified To:
Drawn By: JW	KHAN MOZHARULHANNAH AND KHAN PATRICIA, OSCEOLA COUNTY
Approved By: PKI	
Field: N/A	

*Ireland & Associates
Surveying, Inc.*

800 Currency Circle Suite 1020
Lake Mary, Florida 32746

www.irelandsurveying.com

Office-407.678.3366 Fax-407.320.8165

-Notes-

- >Sketch is Based upon the Legal Description Supplied by Client.
- >Abutting Properties Deeds have **NOT** been Researched for Gaps, Overlaps and/or Hiatus.
- >Subject to any Easements and/or Restrictions of Record.
- >Bearing Basis shown hereon, is Assumed and Based upon the Line Denoted with a "BB".
- >Building Ties are **NOT** to be used to reconstruct Property Lines.
- >Fence Ownership is **NOT** determined.
- >Roof Overhangs, Underground Utilities and/or Footers have **NOT** been located **UNLESS** otherwise noted.
- >Use of This Sketch for Purposes other than Intended, Without Written Verification, Will be at the User's Sole Risk and Without Liability to the Surveyor. Nothing Hereon shall be Construed to Give ANY Rights or Benefits to Anyone Other than those Certified.

-Legend-

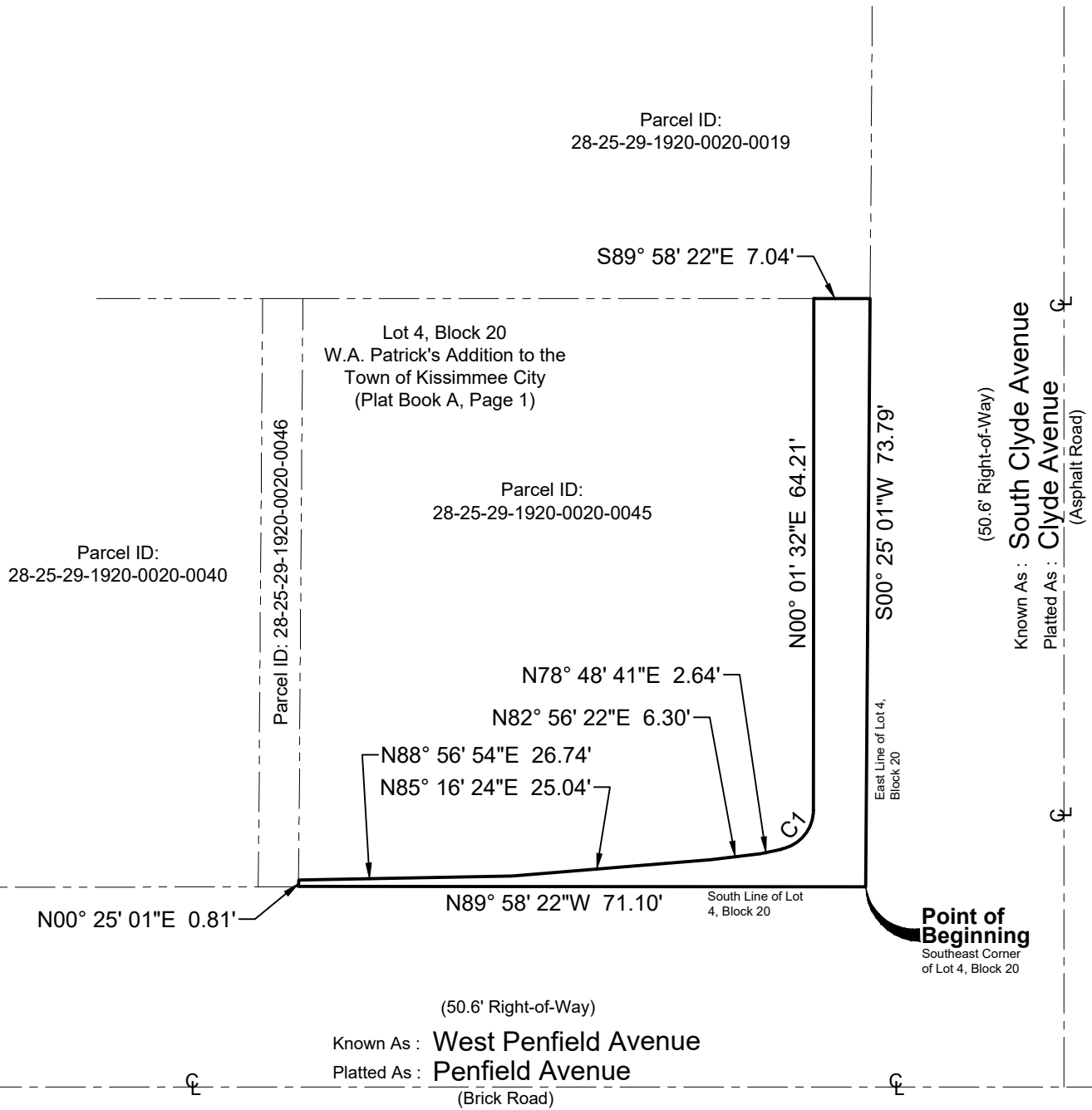
C	- Calculated	PC	- Point of Curvature
CL	- Centerline	Pg.	- Page
CB	- Concrete Block	PI	- Point of Intersection
CM	- Concrete Monument	P.O.B.	- Point of Beginning
Conc.	- Concrete	P.O.L.	- Point on Line
D	- Description	PP	- Power Pole
DE	- Drainage Easement	PRM	- Permanent Reference Monument
Esmt.	- Easement	PT	- Point of Tangency
F.E.M.A.	- Federal Emergency Management Agency	R	- Radius
FFE	- Finished Floor Elevation	Rad.	- Radial
Fnd.	- Found	R&C	- Rebar & Cap
IP	- Iron Pipe	Rec.	- Recovered
L	- Length (Arc)	Rfd.	- Roofed
M	- Measured	Set	- Set 1/2" Rebar & Cap "LB 7623"
N&D	- Nail & Disk	Rebar	- Typical
N.R.	- Non-Radial	UE	- Utility Easement
ORB	- Official Records Book	WM	- Water Meter
P	- Plat	Δ	- Delta (Central Angle)
P.B.	- Plat Book	-X-	- Chain Link Fence
-□-	- Wood Fence		

I hereby Certify that this Sketch and Description of the above Described Property is True and Correct to the Best of my Knowledge and Belief as recently Surveyed under my Direction on the Date Shown, Based on Information furnished to Me as Noted and Conforms to the Standards of Practice for Land Surveying in the State of Florida in accordance with Chapter 5J-17.052 Florida Administrative Codes, Pursuant to Section 472.027 Florida Statutes.

Patrick K. Ireland, P.S.M. 6637, LB 7623
Date Signed: 09/26/25
This Sketch is intended **ONLY** for the use of Said Certified Parties.
This Sketch **NOT** VALID **UNLESS** Signed and Embossed with Surveyor's Seal.
File No. IS-78384

Sketch of Description

Exhibit B



Curve Table				
Curve #	Length	Radius	Delta	Chord
C1	6.88'	5.00'	78°47'09"	N39° 25' 07"E 6.35'

*Ireland & Associates
Surveying, Inc.*

800 Currency Circle Suite 1020
Lake Mary, Florida 32746
www.irelandsurveying.com
Office-407.678.3366 Fax-407.320.8165

File No. IS-78384

NOT to Scale.
This is NOT a Survey.
This is ONLY a Description.
This Sketch and Description consist of two sheets and
is not full and or complete without both sheets.



ITEM 7.M

2026 Tourism Enhancement Grants for Events

Request

Approval to accept the 2026 Tourism Enhancement Grants for seven Parks and Recreation Events in 2026 for a total of \$110,000 to use toward marketing, contract #'s 20260047, 20260048, 20260049, 20260050, 20260052, 20260053, 20260054.

Explanation

Each year, Experience Kissimmee gives out funding through the Tourism Enhancement Grant to organizations that hold events that promote tourism in Osceola County. These funds are used to market the event to help increase attendance and promote tourism to Kissimmee. The Parks and Recreation Department submitted and was approved for funding for a total of seven (7) events. These events as shown below for 2025/26 fiscal year and their awarded amounts.

Martin Luther King Unity Festival - \$15,000
Kissimmee Art in the Park - \$15,000
Kowtown Festival - \$20,000
Taste of Kissimmee - \$15,000
Pridefest - \$15,000
Juneteenth - \$15,000
Fandom - \$15,000

Experience Kissimmee recognizes the economic impact derived from these local events and, through a competitive process, has awarded these grants for 2026.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
00150663-504901		Increase	\$110,000	
00100366-366001		Increase	\$110,000	

Financial Summary:

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

Recommendation

Approval to accept and allow the City Manager to sign the 2026 Tourism Enhancement Grant Contracts for seven Parks and Recreation Events in 2026 for a total of \$110,000 to use toward marketing.

City of Kissimmee

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Parks & Recreation

Presenter:

Attachment(s):

1. (S) TDC MLK Contract
2. (S) TDC Art in the Park Contra
3. (S) TDC Kowtown Contract
4. (S) TDC Taste of Kissimmee Contract
5. (S) TDC Pridefest Contract
6. (S) TDC Juneteenth Contract
7. (S) TDC Fandom Contract



Grantee Contact Information FY25-26	Grantee's name:	<u>City of Kissimmee</u> ("Grantee")
	Grantee's contact name:	Mike Steigerwald
	Grantee's email address:	mike.steigerwald@kissimmee.gov
	Grantee's address is:	101 Church Street Kissimmee, FL 34741
	Grantee's telephone number:	407-973-6525
	Grantee's event name:	Martin Luther King Unity Festival
	Event Date:	1/17/2026

TOURISM ENHANCEMENT GRANTS CONTRACT

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

RECITALS

WHEREAS, Grantee has applied for a Tourism Enhancement Grant;

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

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

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

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

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

Section 1. Recitals.

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

Section 2. Grantee's Obligations.

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

Section 3. Grant Amount.

- 3.1. Experience Kissimmee shall remit to Grantee the amount of \$15,000.00 on the following schedule: Approximately 11/11/2025.
- 3.2. In the event that Osceola County should fail to fund, defund or should there otherwise be a shortfall in funding, then Experience Kissimmee shall have no obligation to fund the awarded grant. Experience Kissimmee shall have no obligation to fund any awarded grant from its funds not-specifically designated for Tourism Enhancement Grant purposes, reserve funds or any other source. Experience Kissimmee, in its sole and absolute discretion shall have the option to, but not the requirement to, reduce but not eliminate previously awarded grant funding in such event. Nothing herein gives rise to a lien, claim or securitization with respect to awarded grant funds.

Section 4. Reports, Survey and Documentation Requirements.

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

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

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

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

Section 6. Compliance with Florida Law.

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

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

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

Section 7. Audit Requirements.

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

Section 8. Termination/Notice.

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

Section 9. Communications.

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

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

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

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

Section 10. Indemnity; Insurance.

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

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

Section 11. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

Section 12. Authorized Signatories

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

GRANTEE

By:



Sign:

Print: DT Minich

Title: CEO of Experience Kissimmee

Date: 10/28/25

By:

Sign:

Print:

Title:

Date:

EXHIBIT “A”

Grantee’s Application
[Attached]

2025-2026 TOURISM ENHANCEMENT GRANTS PROGRAM APPLICATION

Non-profit organizations headquartered in Osceola County for a minimum of two years (as of application deadline) or units of local government are eligible to apply for Tourist Development Tax Funds set aside to promote special events that appeal to tourists.

All events or projects funded by Tourist Development Tax revenues should enhance Osceola County's awareness and appeal to visitors, increase room nights and revenue for Osceola County businesses and/or support the goal to "Promote Tourism to Osceola County."

As a recipient of Tourist Development Tax funds, the expenditure of funds must comply with Section 125.0104, Florida Statutes, which in part, states that: "...if tax revenues are expended for an activity, service, venue or event, the activity, service, venue or event shall have as one of its main purposes the attraction of tourists as evidenced by the promotion of the activity, service, venue or event to tourists".

Organizations must also have a governing board, operate under a set of bylaws and submit IRS Form 990, the "Return of Organization Exempt From Income Tax" Form that provides the IRS with annual financial information on non-profit organizations.

ELIGIBLE USE OF TDT FUNDS INCLUDES:

1. Print, Radio, Television, Digital, and paid Social Advertisements.
2. Outdoor Signage/Banners.
3. Poster/Flyers/Brochures.
4. Professional Artwork/Graphic Design.
5. Postage for direct mail of promotional material.
6. Other expenditures consistent with Florida statutes, Experience Kissimmee tourism promotional goals and objectives.

INELIGIBLE USE OF TDT FUNDS:

1. Annual operating expenditures, to include taxes.
2. Professional legal, medical, engineering, accounting, auditing, consultant or tax service.
3. Real property.
4. Tangible property, including but not limited to copy machines, computer equipment, and other office equipment, light fixtures, musical instruments, and other equipment and permanent collections.
5. Interest or reduction of deficits or loans.
6. Travel expenses.
7. Prize money, scholarships, awards, plaques, or certificates.
8. Receptions or social functions.
9. Promotional items (being sold or given away) including apparel, tote bags, etc.
10. Sales tax.
11. Media events.
12. Rental equipment such as tents, tables, chairs, etc.
13. Website design and/or maintenance.
14. Facility maintenance.
15. Docents and/or employee wages.
16. Other expenditures not consistent with Florida statutes or Experience Kissimmee objectives

For questions, contact Grants@ExperienceKissimmee.com

2025-2026 TOURISM ENHANCEMENT GRANTS PROGRAM APPLICATION
(Continued)

(Use additional sheets as needed)

Requesting Organization: City of Kissimmee

Event/Project Name: Martin Luther King Unity Festival **Funding Request:** \$15,000

Project Start Date: January 17th, 2026

Event/Project End Date: January 17th, 2026

Did you research your event date against other community event dates? Yes ☒ No ☐

Location: Kissimmee Lakefront Park **Address:** 201 Lakeview Drive

Event/Project Phone: 407-518-2503 **Website:** Kissimmee.gov/events

Admission: Free

Choose the applicable eligibility status:

x **Unit of Local Government in Osceola County**

 Not for Profit Corporation headquartered in Osceola County- Fed I.D.

Address: 101 Church Street **City:** Kissimmee

Zip: 34741

Event Contact: Veronica Frink

Title: Events and Venues Manager

Phone: 407-518-2335 **Email:** veronica.frink@kissimmee.gov

Organization's Chief Officer: Mike Steigerwald

Phone: _____ **Email:** _____

Signature of Chief Officer: _____ **Date:** _____

2025-2026 TOURISM ENHANCEMENT GRANTS PROGRAM APPLICATION
(Continued)

Marketing Budget (excluding Grants funding) \$4,000

Marketing Budget (including Grants funding) \$ 19,000

Number of Estimated Attendees: 2,500 Previous Year's Attendance: 1750

Estimated # of Room Nights in Osceola County: 20

INSTRUCTIONS: Provide a detailed description of the event, its key elements, and how TDT funds will be used to attract visitors. Emphasis should be given to identifying the audience and how TDT funds will be used to promote tourism or attract visitors to Osceola County.

1. Please provide a detailed description of the event:

The Dr. Martin Luther King Jr. Unity Festival in Kissimmee is an inspiring annual event celebrating the enduring legacy of Dr. King and his powerful message of unity, diversity and goodwill. The vibrant festival features soul-stirring live music, dynamic stage performances, and the beautiful Unity Garden- a showcase of original children's artwork reflecting Dr. King's timeless ideals. The event includes local vendors and exhibitors from the community, as well as free activities such as bounce houses, face painting, games, giveaways and much more. Admission is free. It takes place at our Kissimmee Lakefront Park from 12:00pm to 4:00pm.

2.

Please define key marketing elements of the event and how you will use TDT Funds to attract visitors (example: media, print, radio, television, digital, and social media):

TDT Funds will directly support these marketing activities by covering the costs of paid digital advertising, graphic design, media placement, PR services, and production of promotional materials. These efforts are designed to increase out-of-county attendance, overnight stays, and overall tourism-related economic impact.

We will develop a strong, inclusive message centered on unity, cultural diversity, and the legacy of Dr. Martin Luther King Jr. This will include a consistent visual identity and slogan used across all platforms.

We will launch targeted social media advertising aimed at regional audiences interested in cultural events, history, and community engagement.

We'll enhance our website with updated event information, artist lineups, lodging recommendations, and travel resources. Will help drive organic traffic from people searching for MLK-related events or cultural festivals.

We'll issue press releases and pitch stories to regional media outlets, bloggers, and event calendars. We will also seek interviews on radio and TV to amplify the event's visibility.

TDT Funds will help produce high-quality flyers, posters, and signage placed in regional visitor centers, hotels, and local businesses.

3. Please explain in detail what audience you will be targeting and how the event will support tourism in Osceola County:

The MLK Unity Festival will primarily target a diverse, multi-generational audience that includes families, cultural enthusiasts, and community leaders from Central Florida and beyond. Our focus will be on:

- **Local and regional residents** from Osceola, Orange, and Polk Counties
- **Tourists and visitors** within a 100 mile radius seeking cultural and community-based events.
- **Affinity groups**, such as faith-based organizations, historical societies, HBCU alumni, and civic organizations
- **Traveling families** looking for inclusive, meaningful experiences during the MLK holiday weekend

By highlighting the rich cultural significance of Dr. King's legacy, the festival will serve as a destination event that appeals to visitors interested in history, unity, and celebration through music, food, arts, and educational programming.

The MLK Unity Festival will support the City of Kissimmee and Osceola County tourism in several key ways:

1. **Attracting Out-of-County Visitors:** Through targeted digital marketing, hotel partnerships, and event listings on tourism platforms, we will actively encourage travel into Osceola County for the festival weekend.
2. **Local Business Engagement:** We will partner with Osceola County vendors, artists, caterers, and performers, keeping spending within the community and showcasing the county's cultural and entrepreneurial vibrancy.
3. **Enhancing Off-Peak Tourism:** As the MLK holiday occurs in January, a traditionally slower tourism month, the festival offers an economic boost during a less busy time in the local travel calendar.

This event not only aligns with our City's values of diversity and inclusion but also strengthens its brand as a welcoming, culturally rich destination for all.

- 4. If you received a Tourism Enhancement Grant in previous years and are requesting a grant increase for 2023-2024, please explain the need for the increase.**

(Continued)

List the marketing activity (print, television, digital, paid social, etc.) and which geographic regions or audiences you intend to reach. Please list the allocated amount for each activity.

ACTIVITY (Print, Internet, broadcast, banners, etc.)	MARKET AREA/AUDIENCE (geographic area or specific audience)	PROJECTED AMOUNT (estimated amount devoted to each activity)
Spectrum Reach	Osceola, Orange, Polk and Seminole Counties in Central Florida	\$3,000.00
Orlando Family Magazine	Osceola, Orange, Polk and Seminole Counties in Central Florida	\$575.00
Osceola News Gazette- Print and Online	Kissimmee, St Cloud, Celebration, Poinciana and Harmony	\$775.00
Facebook Sponsored posts	Osceola, Orange, Polk and Seminole Counties in Central Florida	\$1500.00
Positively Osceola- Social Media as well as event presence	All of Central Florida	\$3500.00
Cox Media Group Radio Advertising on Star 94.5 FM and Digital Out of Home Advertising	Osceola, Orange, Polk and Seminole Counties in Central Florida	\$8,000
		Total Marketing Budget \$ 17,350.00

SPECIAL EVENT BUDGET PROJECTIONS

Event/Project Name _____

Organization: _____

Event Contact: _____

Email: _____

Phone: _____

Previous Year Number of
Event Attendees: _____

Previous Year Room Nights: _____

TDT Grant Funds
Received Last Year: \$ _____

TDT Grant Funds
Used Last Year \$ _____

LIST ALL REVENUE

TDT Grant Dollars
Admissions
Concessions
Sponsorships
Booth Space
Advertising Revenue
Sale of Promotional Items
In-Kind Revenue
Other: (Government funding, Other
Grants, Sponsorships, Etc.)

Previous Years (24-25) Actual Revenue & Expenses

Projected Revenue & Expenses for FY 25-26

\$0	\$ 15,000.00
\$0	\$0
\$0	\$0
\$ 1,000.00	\$ 3,000.00
\$ 1,630.00	\$ 2,000.00
\$	\$
\$	\$
\$	\$
\$ 24,500.00	\$ 24,500.00

Total Revenue (Including TDT Grant)

\$ 32,210.00 **\$44,500.00**

LIST ALL EXPENSES

Administrative
Advertising/Promotions
Printing
Promotional Items
Concessions
Awards
Travel
Talent
In-Kind Expense
Other:
Security

\$ 4,200.00	\$ 5,000
\$ 17,350.00	\$ 17,350.00
\$	\$ 1,500.00
\$ 3,600.00	\$ 4,000.00
\$	\$
\$	\$
\$	\$
\$ 14,500.00	\$ 14,500.00
\$	\$
\$	\$
\$ 2,000.00	\$ 2,000.00
\$	\$

Total Expenses

\$ 41,650.00 **\$ 44,350.00**

NET PROFIT/LOSS

\$- 9,440.00 **\$150.00**

EXHIBIT "B"

Requirements, Stipulations and Conditions of Award

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

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

EXHIBIT "C"

Sample Attendee/Participant Survey

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



Special Event Attendee Survey

Please Print

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

City of Residence: _____ **State:** _____ **Country:** _____

Number of Travelers in your party: _____

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

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

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

☐ Campground ☐ Bed & Breakfast ☐ Family/Friends ☐ Other _____

Event Information

What event are you attending? _____

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

☐ Billboard/Magazine ☐ Television ☐ Radio ☐ Brochure/Flier ☐ Other _____

Do you plan to attend this event next year? _____



Grantee/ Event Information FY 25-26	Grantee's name:	<u>City of Kissimmee</u> ("Grantee")
	Grantee's contact name:	Mike Steigerwald
	Grantee's email address:	mike.steigerwald@Kissimmee.gov
	Grantee's address is:	101 Church Street, Kissimmee FL. 34741
	Grantee's telephone number:	407-518-2503
	Grantee's event name:	Kissimmee Art in the Park
	Event date:	2/13/2026

TOURISM ENHANCEMENT GRANTS CONTRACT

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

RECITALS

WHEREAS, Grantee has applied for a Tourism Enhancement Grant;

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

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

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

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

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

Section 1. Recitals.

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

Section 2. Grantee's Obligations.

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

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- 4.1. Within forty-five days of Event completion, with time being of the essence, Grantee shall submit to Experience Kissimmee as generally described in the Tourism Enhancement Grants Manual:
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 - 4.1.2. Marketing Report; and,
 - 4.1.3. Participant/Attendee Surveys.
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- 4.2. Any unexpended grant funds shall be promptly remitted to Experience Kissimmee without any requirement of demand on the part of Experience Kissimmee.
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 - 4.3.1. Such report shall include a signed attestation by an officer of the Grantee with sufficient knowledge of the subject matter, and authority to sign for and bind Grantee, representing that the report is accurate, and not misleading, in all material respects.
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[I]f tax revenues are expended for an activity, service, venue or event, the activity, service, venue or event shall have as one of its main purposes the attraction of tourists as evidenced by the *promotion* of the activity, service, venue or event to tourists.

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

Section 7. Audit Requirements.

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

Section 8. Termination/Notice.

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

Section 9. Communications.

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

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

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

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

Section 10. Indemnity; Insurance.

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

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

Section 11. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

Section 12. Authorized Signatories

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

GRANTEE

By:



Sign:

Print: DT Minich

Title: CEO of Experience Kissimmee

Date: 10/28/25

By:

Sign:

Print:

Title:

Date:

EXHIBIT “A”

Grantee’s Application

[Attached]

2025-2026 TOURISM ENHANCEMENT GRANTS PROGRAM APPLICATION

Non-profit organizations headquartered in Osceola County for a minimum of two years (as of application deadline) or units of local government are eligible to apply for Tourist Development Tax Funds set aside to promote special events that appeal to tourists.

All events or projects funded by Tourist Development Tax revenues should enhance Osceola County's awareness and appeal to visitors, increase room nights and revenue for Osceola County businesses and/or support the goal to "Promote Tourism to Osceola County."

As a recipient of Tourist Development Tax funds, the expenditure of funds must comply with Section 125.0104, Florida Statutes, which in part, states that: "...if tax revenues are expended for an activity, service, venue or event, the activity, service, venue or event shall have as one of its main purposes the attraction of tourists as evidenced by the promotion of the activity, service, venue or event to tourists".

Organizations must also have a governing board, operate under a set of bylaws and submit IRS Form 990, the "Return of Organization Exempt From Income Tax" Form that provides the IRS with annual financial information on non-profit organizations.

ELIGIBLE USE OF TDT FUNDS INCLUDES:

1. Print, Radio, Television, Digital, and paid Social Advertisements.
2. Outdoor Signage/Banners.
3. Poster/Flyers/Brochures.
4. Professional Artwork/Graphic Design.
5. Postage for direct mail of promotional material.
6. Other expenditures consistent with Florida statutes, Experience Kissimmee tourism promotional goals and objectives.

INELIGIBLE USE OF TDT FUNDS:

1. Annual operating expenditures, to include taxes.
2. Professional legal, medical, engineering, accounting, auditing, consultant or tax service.
3. Real property.
4. Tangible property, including but not limited to copy machines, computer equipment, and other office equipment, light fixtures, musical instruments, and other equipment and permanent collections.
5. Interest or reduction of deficits or loans.
6. Travel expenses.
7. Prize money, scholarships, awards, plaques, or certificates.
8. Receptions or social functions.
9. Promotional items (being sold or given away) including apparel, tote bags, etc.
10. Sales tax.
11. Media events.
12. Rental equipment such as tents, tables, chairs, etc.
13. Website design and/or maintenance.
14. Facility maintenance.
15. Docents and/or employee wages.
16. Other expenditures not consistent with Florida statutes or Experience Kissimmee objectives

For questions, contact Grants@ExperienceKissimmee.com

2025-2026 TOURISM ENHANCEMENT GRANTS PROGRAM APPLICATION
(Use additional sheets as needed)

Requesting Organization: City of Kissimmee

Event/Project Name: Kissimmee Art in the Park **Funding Request:** \$15,000

Project Start Date: 2/13/26 **Event/Project End Date:** _____

Did you research your event date against other community event dates? Yes ☒ No ☐

Location: Kissimmee Lakefront Park- Ruby Plaza **Address:** 201 Lakeview Drive

Event/Project Phone: 407-518-2503 **Website:** Kissimmee.gov/events

Admission: Free

Choose the applicable eligibility status:

x **Unit of Local Government in Osceola County**

____ **Not for Profit Corporation headquartered in Osceola County- Fed I.D.** _____

Address: 101 Church Street **City:** Kissimmee

Zip: 34741

Event Contact: Veronica Frink

Title: Events and Venues Manager

Phone: 407-518-2335 **Email:** veronica.frink@kissimmee.gov

Organization's Chief Officer: Mike Steigerwald

Phone: _____ **Email:** _____

Signature of Chief Officer: _____ **Date:** _____

2025-2026 TOURISM ENHANCEMENT GRANTS PROGRAM APPLICATION
(Continued)

Marketing Budget (excluding Grants funding) \$ \$5,000

Marketing Budget (including Grants funding) \$ \$20,000

Number of Estimated Attendees: 2,500 Previous Year's Attendance: 1,000

Estimated # of Room Nights in Osceola County: 10

INSTRUCTIONS: Provide a detailed description of the event, its key elements, and how TDT funds will be used to attract visitors. Emphasis should be given to identifying the audience and how TDT funds will be used to promote tourism or attract visitors to Osceola County.

1. Please provide a detailed description of the event:

Art in the Park is a vibrant community event held at Kissimmee Lakefront Park, showcasing the talents of local artists. This free event features a diverse range of handmade artwork, from paintings and jewelry to sculptures and crafts. Attendees can enjoy live music, delicious food from local vendors, and a variety of family-friendly activities, all set against the beautiful backdrop of Lake Tohopekaliga. Whether you're an art lover, foodie, or looking for fun with family and friends, Art in the Park offers something for everyone. It is held in May 8, 2026 from 5:00pm to 9:00pm creating a great opportunity for a nice night out on the town.

2. Please define key marketing elements of the event and how you will use TDT Funds to attract visitors (example: media, print, radio, television, digital, and social media):

Art in the Park is a new, free community event that celebrates creativity by showcasing local and regional artists across a variety of mediums—paint, photography, jewelry, sculpture, handmade crafts, and more. The event also features live music, food trucks, and family-friendly activities, making it an inclusive, cultural experience for all ages.

Our key marketing elements include:

-Creative Branding & Visual Identity: A vibrant, arts-focused brand will be developed for Art in the Park, including logo design, event signage, and digital content that reflects the spirit of local artistry and community connection.

-Digital Marketing & Paid Advertising: We will run geo-targeted ads on social media platforms aimed at art enthusiasts, families, tourists, and cultural event seekers from surrounding counties and regional cities. Ads will focus on the free admission, family appeal, and diversity of art and entertainment.

-Community & Tourism Partnerships: We'll collaborate with Experience Kissimmee, local galleries, hotels, and arts organizations to cross-promote the event and build tourism packages that encourage longer stays and exploration of Downtown Kissimmee.

2025-2026 TOURISM ENHANCEMENT GRANTS PROGRAM APPLICATION

(Continued)

-Event Website & Online Listings: A dedicated website will provide artist profiles, schedules, vendor lists, parking/lodging info, and local attractions. We'll also list the event on regional event calendars, tourism platforms, and cultural directories.

-Local Influencer & Artist Promotion: Participating artists and performers will be encouraged to promote the event through their own networks, and we'll work with local influencers in the arts and lifestyle spaces to share content leading up to the event.

-Media & PR Outreach: Press releases, interviews, and story pitches will be used to generate buzz across TV, radio, blogs, and print media.

Use of TDT Funds:

TDT Funds will be used strategically to drive visitor attendance and overnight stays through:

- Paid social and digital ad campaigns targeting out-of-county audiences
- Professional graphic design and video production for digital content and promotional materials
- Print collateral (posters, flyers, signage) distributed to hotels, visitor centers, and businesses
- Enhancements to the visitor experience that make the event a tourism-worthy attraction

By showcasing Kissimmee's artistic talent and offering a family-friendly, cultural experience, **Art in the Park** has strong potential to become an annual draw for visitors and a meaningful contributor to Osceola County's cultural tourism landscape.

3. Please explain in detail what audience you will be targeting and how the event will support tourism in Osceola County:

Art in the Park will attract a wide and diverse audience, including:

Art and Culture Enthusiasts: Individuals from Central Florida and beyond who enjoy visual arts, handmade crafts, photography, and live performances. We'll target art lovers through interest-based digital marketing and regional arts communities.

Families and Local Residents: The event offers free admission and family-friendly activities, making it especially appealing to parents looking for affordable, cultural outings within the community.

Regional Tourists and Weekend Travelers: Visitors from neighboring counties and cities (such as Orlando, Lakeland, and Tampa) looking for unique, relaxing, and creative weekend events. We will market to these "drive market" audiences who are within a few hours of Kissimmee.

Out-of-State Visitors Already in the Area: Guests staying in Kissimmee for nearby attractions who are seeking off-the-beaten-path local experiences—especially those interested in arts and culture beyond the theme parks.

2025-2026 TOURISM ENHANCEMENT GRANTS PROGRAM APPLICATION

(Continued)

Young Adults and Creative Professionals: Through social media campaigns and influencer partnerships, we'll target younger, experience-seeking travelers who are drawn to vibrant, authentic, and Instagram-worthy events.

How the Event Will Support Tourism in Osceola County:

Art in the Park will support tourism in several important ways:

- **Encouraging Exploration Beyond the Theme Parks:** By providing a distinctly local and cultural experience in downtown Kissimmee, the event encourages visitors already in the area to extend their stay and engage with the community.
- **Driving Overnight Stays:** Through partnerships with local hotels and targeted regional marketing, we will promote Art in the Park as a weekend destination, supporting overnight bookings and increased visitor spending.
- **Showcasing Kissimmee's Creative Side:** The event enhances the city's identity as not just a tourist destination, but a vibrant, artistic community—helping to position Osceola County as a place to return to for arts and culture.
- **Stimulating the Local Economy:** Participating artists, food vendors, musicians, and small businesses will all benefit from increased foot traffic, many of whom rely on tourism to grow their reach.
- **Filling a Seasonal Gap:** By scheduling Art in the Park outside of major holiday or peak tourism periods, we're helping to spread visitor traffic more evenly throughout the year and support consistent economic activity.

Art in the Park provides a new and culturally rich reason for visitors to choose Kissimmee, offering a high-quality, free event that adds real value to the tourism experience in Osceola County.

4. If you received a Tourism Enhancement Grant in previous years and are requesting a grant increase for 2023-2024, please explain the need for the increase.

2025-2026 TOURISM ENHANCEMENT GRANTS PROGRAM APPLICATION
(Continued)

List the marketing activity (print, television, digital, paid social, etc.) and which geographic regions or audiences you intend to reach. Please list the allocated amount for each activity.

ACTIVITY (Print, Internet, broadcast, banners, etc.)	MARKET AREA/AUDIENCE (geographic area or specific audience)	PROJECTED AMOUNT (estimated amount devoted to each activity)
Chamber of Commerce		300.00
Cox Media Group Ads in Hits 96.5 and Digital Out of Home Ads		8,000.00
Facebook/ Social Media		1500.00
Orange Peel Magazine		650.00
Spectrum TV ads		5000.00
Positively Osceola		3000.00
		Total Marketing Budget
		\$18,450

SPECIAL EVENT BUDGET PROJECTIONS

Event/Project Name _____

Organization: _____

Event Contact: _____

Email: _____

Phone: _____

Previous Year Number of

Event Attendees: _____

Previous Year Room Nights: _____

TDT Grant Funds
Received Last Year: \$ _____

TDT Grant Funds \$ _____
Used Last Year

LIST ALL REVENUE

TDT Grant Dollars
Admissions
Concessions
Sponsorships
Booth Space
Advertising Revenue
Sale of Promotional Items
In-Kind Revenue
Other: (Government funding, Other
Grants, Sponsorships, Etc.)

Previous Years (24-25) Actual Revenue & Expenses

Projected Revenue & Expenses for FY 25-26

\$0	\$15,000.00
\$0	\$
\$0	\$
\$0	\$
\$750.00	\$1200.00
\$5,000.00	\$5,000.00
\$0	\$
\$0	\$
\$10,000.00	\$10,000.00
\$15,750.00	\$31,200.00

Total Revenue (Including TDT Grant)

LIST ALL EXPENSES

Administrative
Advertising/Promotions
Printing
Promotional Items
Concessions
Awards
Travel
Talent
In-Kind Expense
Other:

\$5,500.00	\$5,500.00
\$6,000.00	\$18,450.00
\$0	\$500.00
\$0	\$1000.00
\$0	\$
\$0	\$
\$0	\$
\$8,000.00	\$8,000.00
\$	\$
\$1,500.00	\$1,500.00
\$	\$
\$	\$
\$21,000.00	\$34,950.00

Total Expenses

NET PROFIT/LOSS

\$-5,250.00 **\$-3750.00**

EXHIBIT "B"

Requirements, Stipulations and Conditions of Award

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

[illegible]

EXHIBIT "C"

Sample Attendee/Participant Survey

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



Special Event Attendee Survey

Please Print

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

City of Residence: _____ State: _____ Country: _____

Number of Travelers in your party: _____

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

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

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

☐ Campground ☐ Bed & Breakfast ☐ Family/Friends ☐ Other _____

Event Information

What event are you attending? _____

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

☐ Billboard/Magazine ☐ Television ☐ Radio ☐ Brochure/Flier ☐ Other _____

Do you plan to attend this event next year? _____



Grantee/ Event Information FY 25-26	Grantee's name:	<u>City of Kissimmee</u> ("Grantee")
	Grantee's contact name:	Mike Steigerwald
	Grantee's email address:	mike.steigerwald@Kissimmee.gov
	Grantee's address is:	101 Church Street, Kissimmee FL. 34741
	Grantee's telephone number:	407-518-2503
	Grantee's event name:	Kowtown Festival
	Event date:	3/21/2026

TOURISM ENHANCEMENT GRANTS CONTRACT

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

RECITALS

WHEREAS, Grantee has applied for a Tourism Enhancement Grant;

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

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

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

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

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

Section 1. Recitals.

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

Section 2. Grantee's Obligations.

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

Section 3. Grant Amount.

- 3.1. Experience Kissimmee shall remit to Grantee the amount of \$20,000.00 on the following schedule: Approximately 1/20/2026.
- 3.2. In the event that Osceola County should fail to fund, defund or should there otherwise be a shortfall in funding, then Experience Kissimmee shall have no obligation to fund the awarded grant. Experience Kissimmee shall have no obligation to fund any awarded grant from its funds not-specifically designated for Tourism Enhancement Grant purposes, reserve funds or any other source. Experience Kissimmee, in its sole and absolute discretion shall have the option to, but not the requirement to, reduce but not eliminate previously awarded grant funding in such event. Nothing herein gives rise to a lien, claim or securitization with respect to awarded grant funds.

Section 4. Reports, Survey and Documentation Requirements.

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

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

Section 5. Non-Permissible Costs/Expenditures.

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

Section 6. Compliance with Florida Law.

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

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

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

Section 7. **Audit Requirements.**

- 7.1. Grantee shall maintain books, records and accounts of all activities related to the contract, in compliance with United States Generally Accepted Accounting Principles (GAAP).
- 7.2. Throughout the term of this contract, books, records and accounts related to the performance of this contract shall be open to inspection and copying during regular business hours by an authorized representative of Experience Kissimmee and/or Osceola County.
- 7.3. Grantee shall maintain such books, records and account for a period of no less than five years and same shall be subject to inspection and audit for such period.
- 7.4. Experience Kissimmee, may, at its option publish any and/or all such books, records and accounts related hereto should it deem same to be reasonably prudent or, should a competent authority determine that same are "public records" pursuant to the Florida Public Records Act, Chapter 119, Florida Statutes.
- 7.5. Experience Kissimmee and/or Osceola County may audit the books, records and accounts of Grantee with respect to the Grant and/or expenditure of Grant funds.
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Section 8. **Termination/Notice.**

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

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

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

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

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

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

Section 11. Miscellaneous Provisions.

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

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

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

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

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

Section 12. Authorized Signatories

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

GRANTEE

By:



Sign: _____

Print: DT Minich

Title: CEO of Experience Kissimmee

Date: 10/28/25

By:

Sign: _____

Print: _____

Title: _____

Date: _____

EXHIBIT “A”

Grantee’s Application
[Attached]

2025-2026 TOURISM ENHANCEMENT GRANTS PROGRAM APPLICATION

Non-profit organizations headquartered in Osceola County for a minimum of two years (as of application deadline) or units of local government are eligible to apply for Tourist Development Tax Funds set aside to promote special events that appeal to tourists.

All events or projects funded by Tourist Development Tax revenues should enhance Osceola County's awareness and appeal to visitors, increase room nights and revenue for Osceola County businesses and/or support the goal to "Promote Tourism to Osceola County."

As a recipient of Tourist Development Tax funds, the expenditure of funds must comply with Section 125.0104, Florida Statutes, which in part, states that: "...if tax revenues are expended for an activity, service, venue or event, the activity, service, venue or event shall have as one of its main purposes the attraction of tourists as evidenced by the promotion of the activity, service, venue or event to tourists".

Organizations must also have a governing board, operate under a set of bylaws and submit IRS Form 990, the "Return of Organization Exempt From Income Tax" Form that provides the IRS with annual financial information on non-profit organizations.

ELIGIBLE USE OF TDT FUNDS INCLUDES:

1. Print, Radio, Television, Digital, and paid Social Advertisements.
2. Outdoor Signage/Banners.
3. Poster/Flyers/Brochures.
4. Professional Artwork/Graphic Design.
5. Postage for direct mail of promotional material.
6. Other expenditures consistent with Florida statutes, Experience Kissimmee tourism promotional goals and objectives.

INELIGIBLE USE OF TDT FUNDS:

1. Annual operating expenditures, to include taxes.
2. Professional legal, medical, engineering, accounting, auditing, consultant or tax service.
3. Real property.
4. Tangible property, including but not limited to copy machines, computer equipment, and other office equipment, light fixtures, musical instruments, and other equipment and permanent collections.
5. Interest or reduction of deficits or loans.
6. Travel expenses.
7. Prize money, scholarships, awards, plaques, or certificates.
8. Receptions or social functions.
9. Promotional items (being sold or given away) including apparel, tote bags, etc.
10. Sales tax.
11. Media events.
12. Rental equipment such as tents, tables, chairs, etc.
13. Website design and/or maintenance.
14. Facility maintenance.
15. Docents and/or employee wages.
16. Other expenditures not consistent with Florida statutes or Experience Kissimmee objectives

For questions, contact Grants@ExperienceKissimmee.com

(Use additional sheets as needed)

Requesting Organization: City of Kissimmee

Event/Project Name: Kowtown

Funding Request: \$20,000

Project Start Date: 3/21/26 Event/Project End Date: _____

Did you research your event date against other community event dates? Yes ☒ No ☐

Location: Kissimmee Lakefront Park Address: 201 Lakeview Drive

Event/Project Phone: 407-518-2503 Website: Kissimmee.gov/events

Admission: Free

Choose the applicable eligibility status:

x Unit of Local Government in Osceola County

 Not for Profit Corporation headquartered in Osceola County- Fed I.D. _____

Address: 101 Church Street City: Kissimmee

Zip: 34741

Event Contact: Veronica Frink

Title: Events and Venues Manager

Phone: 407-518-2335 Email: veronica.frink@kissimmee.gov

Organization's Chief Officer: Mike Steigerwald

Phone: _____ Email: _____

Signature of Chief Officer: _____ Date: _____

2025-2026 TOURISM ENHANCEMENT GRANTS PROGRAM APPLICATION
(Continued)

Marketing Budget (excluding Grants funding) \$ \$4,000

Marketing Budget (including Grants funding) \$ \$24,000

Number of Estimated Attendees: 5,000 **Previous Year's Attendance:** 4,400

Estimated # of Room Nights in Osceola County: 20

INSTRUCTIONS: Provide a detailed description of the event, its key elements, and how TDT funds will be used to attract visitors. Emphasis should be given to identifying the audience and how TDT funds will be used to promote tourism or attract visitors to Osceola County.

1. Please provide a detailed description of the event:

In 2026 the City of Kissimmee is turning 143 and we want to celebrate with everyone. Its Kissimmee's Birthday party. In honor of Kissimmee history, the community can enjoy live music from various country music artists, shop unique vendors, and savor delicious bites from food trucks galore. Kids will enjoy fun-filled adventures in the KUA Kid's Power Zone with inflatables, bull riding and delicious snow cones. And everyone will get to have a slice of birthday cake. Admission is free. Event takes place on March 21st from 12:00pm to 4:00pm in the Kissimmee Lakefront Park.

2. Please define key marketing elements of the event and how you will use TDT Funds to attract visitors (example: media, print, radio, television, digital, and social media):

Kowtown is a signature community event celebrating Kissimmee's 143rd birthday and honoring its rich cowboy and cattle-ranching heritage. The key marketing elements for the event include:

We'll highlight the historical significance of Kissimmee as a "cow town" through engaging visuals, messaging, and digital storytelling. This includes featuring the city's western roots, local traditions, and the importance of its agricultural history in all promotional materials.

We'll run geo-targeted social media ads on social media focused on families, history lovers, and country music fans across Central Florida and neighboring counties. Messaging will emphasize the **free admission**, live entertainment, and unique family-friendly experience.

With performances from well-known country music acts, we will leverage fan bases and music promotion platforms to draw in concertgoers who may travel for live shows.

Press releases, interviews, and media pitches will be used to gain exposure through local TV, radio, print, and regional travel or lifestyle publications.

The Kowtown website will serve as a hub for information on entertainment, vendors, and local lodging. We would love to work with hotels and area businesses to offer special promotions and stay-and-play packages.

We'll collaborate with Experience Kissimmee, chambers of commerce, and local attractions to cross-promote the event and extend its reach.

Use of TDT Funds:

2025-2026 TOURISM ENHANCEMENT GRANTS PROGRAM APPLICATION
(Continued)

TDT Funds will be used to maximize regional and out-of-county attendance through:

- Paid digital advertising and boosted posts targeting drive markets
- Design and production of marketing materials (flyers, posters, signage)
- Hiring professional media and support to increase visibility across platforms
- Promotional partnerships with hotels and tourism partners to encourage overnight stays
- Enhanced visitor experience elements that increase time spent in the area

These efforts will help establish Kowtown as a destination event that celebrates Kissimmee's unique identity, drives hotel stays, and boosts tourism-related spending.

3. Please explain in detail what audience you will be targeting and how the event will support tourism in Osceola County:

The Kowtown event will target a broad but focused audience that values cultural heritage, live entertainment, and family-friendly fun. This includes:

- Residents of Osceola County and surrounding areas who are interested in community events, historical celebrations, and free entertainment for all ages.
- With performances by well-known country music bands, we'll target fans from across Central Florida and beyond who follow these artists and are willing to travel for a free live concert experience.
- Individuals and families with an interest in Florida history, cowboy culture, and agricultural heritage—especially those who seek unique, educational, and nostalgic experiences.
- Tourists from nearby counties and cities such as Orlando, Lakeland, and Tampa, who are drawn to authentic community-based festivals.
- Guests vacationing in Osceola County (including Walt Disney World or area resorts) looking for local cultural activities during their stay.

Kowtown directly supports tourism in several important ways:

By promoting the event alongside hotel deals and local attractions, we aim to attract visitors who will stay in Osceola County for the weekend, increasing hotel occupancy and related spending.

For travelers in the area primarily for theme parks, Kowtown offers an authentic, community-rooted experience that encourages exploration beyond the parks, spreading visitor spending throughout the county.

With food trucks, local vendors, and family activities, the event stimulates spending in local businesses, many of which are tourism-adjacent.

Kowtown highlights Kissimmee's western roots and historic character, helping define the area as more than just a theme park destination and positioning it as a cultural tourism stop with deep Florida heritage.

2025-2026 TOURISM ENHANCEMENT GRANTS PROGRAM APPLICATION

(Continued)

Scheduled during a time that's not saturated with major holidays or competing tourism draws, Kowtown helps drive consistent foot traffic and spending during a quieter tourism window.

By celebrating Kissimmee's 143rd birthday with music, culture, and community, Kowtown enhances the county's tourism appeal and reinforces Osceola as a destination for history, hospitality, and hometown pride.

4. If you received a Tourism Enhancement Grant in previous years and are requesting a grant increase for 2023-2024, please explain the need for the increase.

We are requesting an increase in TDT Funds from \$15,000 to \$20,000 for this year's Kowtown event to support its continued growth and increasing regional draw as a cultural and tourism-driven celebration.

Last year's event demonstrated strong success, with high community turnout, positive feedback from visitors and vendors, and growing recognition of Kowtown as a signature event that celebrates Kissimmee's unique heritage. This year, we are planning to expand both the scale and reach of the event, which brings with it increased marketing and operational needs.

The additional funding will allow us to:

1. **Expand Our Marketing Reach:** We aim to reach a wider audience outside of Osceola County through enhanced digital advertising, regional media outreach, and influencer marketing, particularly targeting country music fans, families, and cultural tourists across Florida and neighboring states.
2. **Promote Larger Headlining Entertainment:** As we attract more well-known country music performers, additional funds are needed to support the marketing and promotion required to maximize the draw and tourism value of these acts.
3. **Invest in High-Quality Promotional Materials:** We plan to create new digital and printed materials—including video ads, banners, and on-site signage—to better represent the professional growth of the event and appeal to a broader audience.
4. **Enhance the Visitor Experience:** We are adding more family-friendly activities, vendors, and interactive heritage elements, which support longer stays and more engagement—both of which contribute to tourism spending.

The increase in funding will directly support efforts to attract more out-of-county visitors, encourage overnight stays, and further establish Kowtown as a tourism asset that supports the cultural and economic goals of Osceola County.

(Continued)

List the marketing activity (print, television, digital, paid social, etc.) and which geographic regions or audiences you intend to reach. Please list the allocated amount for each activity.

ACTIVITY (Print, Internet, broadcast, banners, etc.)	MARKET AREA/AUDIENCE (geographic area or specific audience)	PROJECTED AMOUNT (estimated amount devoted to each activity)
Fun 4 Orlando Kids -Magazine		450.00
Chamber of Commerce Ads		300.00
Audacy Digital Advertising		3000.00
Cox Media Group – K92 FM radio spots and Talent		6000.00
Spectrum		6000.00
Facebook/ Social Media		1500.00
Positively Osceola		3000.00
Lamar Billboards		4000.00
Local Newspapers		525.00
		Total Marketing Budget \$24,775

SPECIAL EVENT BUDGET PROJECTIONS

Event/Project Name _____

Organization: _____

Event Contact: _____

Email: _____

Phone: _____

Previous Year Number of
Event Attendees: _____

Previous Year Room Nights: _____

TDT Grant Funds
Received Last Year: \$ _____

TDT Grant Funds
Used Last Year \$ _____

LIST ALL REVENUE

	Previous Years (24-25) Actual Revenue & Expenses	Projected Revenue & Expenses for FY 25-26
TDT Grant Dollars	\$15,000.00	\$20,000.00
Admissions	\$	\$
Concessions	\$	\$
Sponsorships	\$6,000.00	\$6,000.00
Booth Space	\$3300.00	\$3500.00
Advertising Revenue	\$	\$
Sale of Promotional Items	\$	\$
In-Kind Revenue	\$	\$
Other: (Government funding, Other Grants, Sponsorships, Etc.)	\$40,600.00	\$45,000.00
Total Revenue (Including TDT Grant)	\$64,900.00	73,500

LIST ALL EXPENSES

Administrative	\$10,750.00	\$10,000.00
Advertising/Promotions	\$19,400.00	\$24,775.00
Printing	\$1,000.00	\$ 1,000.00
Promotional Items	\$1,000.00	\$ 1,500.00
Concessions	\$	\$
Awards	\$	\$
Travel	\$	\$
Talent	\$38,450.00	\$40,000.00
In-Kind Expense	\$	\$
Other:	\$2537.00	\$2500.00
	\$	\$
	\$	\$
Total Expenses	\$73,137.00	\$79,775.00
NET PROFIT/LOSS	\$-8,237.00	\$-5,275.00

EXHIBIT "B"

Requirements, Stipulations and Conditions of Award

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

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page, possibly from a composition book or a legal pad. The edges of the paper are slightly irregular, suggesting it might be a scan of a physical document. There is no handwriting or other markings on the page.

EXHIBIT "C"

Sample Attendee/Participant Survey

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



Special Event Attendee Survey

Please Print

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

City of Residence: _____ State: _____ Country: _____

Number of Travelers in your party: _____

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

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

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

☐ Campground ☐ Bed & Breakfast ☐ Family/Friends ☐ Other _____

Event Information

What event are you attending? _____

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

☐ Billboard/Magazine ☐ Television ☐ Radio ☐ Brochure/Flier ☐ Other _____

Do you plan to attend this event next year? _____



Grantee/ Event Information FY 25-26	Grantee's name:	<u>City of Kissimmee</u> ("Grantee")
	Grantee's contact name:	Mike Steigerwald
	Grantee's email address:	mike.steigerwald@Kissimmee.gov
	Grantee's address is:	101 Church Street, Kissimmee FL. 34741
	Grantee's telephone number:	407-518-2503
	Grantee's event name:	Taste of Kissimmee
	Event date:	5/8/2026

TOURISM ENHANCEMENT GRANTS CONTRACT

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

RECITALS

WHEREAS, Grantee has applied for a Tourism Enhancement Grant;

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

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

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

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

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

Section 1. Recitals.

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

Section 2. Grantee's Obligations.

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

Section 3. Grant Amount.

- 3.1. Experience Kissimmee shall remit to Grantee the amount of \$15,000.00 on the following schedule: Approximately 3/9/2026.
- 3.2. In the event that Osceola County should fail to fund, defund or should there otherwise be a shortfall in funding, then Experience Kissimmee shall have no obligation to fund the awarded grant. Experience Kissimmee shall have no obligation to fund any awarded grant from its funds not-specifically designated for Tourism Enhancement Grant purposes, reserve funds or any other source. Experience Kissimmee, in its sole and absolute discretion shall have the option to, but not the requirement to, reduce but not eliminate previously awarded grant funding in such event. Nothing herein gives rise to a lien, claim or securitization with respect to awarded grant funds.

Section 4. Reports, Survey and Documentation Requirements.

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

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

Section 5. Non-Permissible Costs/Expenditures.

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

Section 6. Compliance with Florida Law.

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

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

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

Section 7. Audit Requirements.

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

Section 8. Termination/Notice.

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

Section 9. Communications.

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

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

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

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

Section 10. Indemnity; Insurance.

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

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

Section 11. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

* * *

Section 12. Authorized Signatories

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

GRANTEE

By:



Sign: _____
Print: DT Minich
Title: CEO of Experience Kissimmee
Date: 10/28/25

By:

Sign: _____
Print: _____
Title: _____
Date: _____

EXHIBIT “A”

Grantee’s Application
[Attached]

2025-2026 TOURISM ENHANCEMENT GRANTS PROGRAM APPLICATION

Non-profit organizations headquartered in Osceola County for a minimum of two years (as of application deadline) or units of local government are eligible to apply for Tourist Development Tax Funds set aside to promote special events that appeal to tourists.

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6. Travel expenses.
7. Prize money, scholarships, awards, plaques, or certificates.
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14. Facility maintenance.
15. Docents and/or employee wages.
16. Other expenditures not consistent with Florida statutes or Experience Kissimmee objectives

For questions, contact Grants@ExperienceKissimmee.com

2025-2026 TOURISM ENHANCEMENT GRANTS PROGRAM APPLICATION
(Continued)

(Use additional sheets as needed)

Requesting Organization: City of Kissimmee

Event/Project Name: Taste of Kissimmee **Funding Request:** \$20,000

Project Start Date: 5/30/26 **Event/Project End Date:** _____

Did you research your event date against other community event dates? Yes ☒ No ☐

Location: Kissimmee Lakefront Park- Ruby Plaza **Address:** 201 Lakeview Drive

Event/Project Phone: 407-518-2503 **Website:** Kissimmee.gov/events

Admission: Free

Choose the applicable eligibility status:

 x **Unit of Local Government in Osceola County**

 Not for Profit Corporation headquartered in Osceola County- Fed I.D. _____

Address: 101 Church Street **City:** Kissimmee

Zip: 34741

Event Contact: Veronica Frink

Title: Events and Venues Manager

Phone: 407-518-2335 **Email:** veronica.frink@kissimmee.gov

Organization's Chief Officer: Mike Steigerwald

Phone: _____ **Email:** _____

Signature of Chief Officer: _____ **Date:** _____

2025-2026 TOURISM ENHANCEMENT GRANTS PROGRAM APPLICATION

(Continued)

Marketing Budget (excluding Grants funding) \$ 4,000

Marketing Budget (including Grants funding) \$24,000

Number of Estimated Attendees: 3000 Previous Year's Attendance: 2000

Estimated # of Room Nights in Osceola County: 20

INSTRUCTIONS: Provide a detailed description of the event, its key elements, and how TDT funds will be used to attract visitors. Emphasis should be given to identifying the audience and how TDT funds will be used to promote tourism or attract visitors to Osceola County.

1. Please provide a detailed description of the event:

The 3rd Annual Taste of Kissimmee brings together local residents and visitors to savor a delicious variety of dishes from Kissimmee's best eateries. It is not just about the food! This event celebrates the heart and soul of our community with diverse business displays, cultural highlights, and non-stop entertainment. From foodies to families, there is something for everyone! This event takes place in the Kissimmee Lakefront Park- Ruby Plaza on a Friday night from 5:00pm to 9:00pm making it the perfect set up for a night out with someone special or with your friends.

2. Please define key marketing elements of the event and how you will use TDT Funds to attract visitors (example: media, print, radio, television, digital, and social media):

The key marketing elements for Taste of Kissimmee focus on promoting the area's culinary diversity and creating a vibrant, food-centric experience that appeals to both locals and visitors. Our strategy includes:

1. **Digital Advertising Campaigns:** We will run targeted social media ads aimed at food lovers, travel enthusiasts, and event seekers within a 100-150 mile radius, including major metro areas like Orlando and Tampa.
2. **Partnerships with Local Influencers and Food Bloggers:** Collaborating with regional food influencers will help generate excitement and authentic content leading up to the event, expanding our digital reach.
3. **Print & Broadcast Promotion:** Flyers, posters, and event signage will be distributed to visitor centers, hotels, restaurants, and tourism kiosks across Osceola County. We'll also seek mentions on local radio and community calendars.
4. **Media & Public Relations Outreach:** We will issue press releases to local and regional media outlets and invite media personnel to attend the event to drive additional coverage and credibility.
5. **Cross-Promotion with Local Tourism Partners:** We'll work with Experience Kissimmee, local hotels, and area attractions to package the event as part of a weekend getaway for out-of-town visitors.

Use of TDT Funds:

2025-2026 TOURISM ENHANCEMENT GRANTS PROGRAM APPLICATION

(Continued)

TDT Funds will be used specifically to enhance marketing and attract tourists to Osceola County. This includes:

- Funding digital ad buys and influencer partnerships to expand our geographic reach
- Producing high-quality promotional content (video, graphics, and photography)
- Covering the cost of printed marketing collateral and signage at local hotels and transportation hubs

These efforts are designed to increase overnight stays, support local restaurants and small businesses, and elevate Kissimmee as a culinary destination within Central Florida.

3. Please explain in detail what audience you will be targeting and how the event will support tourism in Osceola County:

Taste of Kissimmee will target a diverse and food-loving audience that includes:

1. **Regional Visitors:** Adults and families from neighboring counties such as Orange, Polk, and Seminole who are seeking unique culinary experiences and weekend activities.
2. **Tourists and Out-of-Town Guests:** Visitors already traveling to Osceola County for leisure, including those staying in nearby resorts, short-term rentals, and hotels in the Kissimmee area.
3. **Local Residents:** Residents of Osceola County who want to support local businesses and enjoy a community-driven event that showcases the area's culinary talent.
4. **Food Enthusiasts and Event-Goers:** Individuals interested in food festivals, culinary exploration, craft beverages, and live entertainment, particularly those within a 100–150 mile drive radius.
5. **Millennials and Gen X Professionals:** A segment known to prioritize experience-based travel, especially culinary tourism, and are more likely to travel for food festivals and cultural events.

How the Event Will Support Tourism in Osceola County:

Taste of Kissimmee will actively support tourism by:

1. **Driving Overnight Stays:** By promoting the event to out-of-county audiences and packaging it with hotel deals, we encourage visitors to stay overnight in Osceola County, directly supporting local lodging partners and contributing to TDT revenue.
2. **Positioning Kissimmee as a Culinary Destination:** The event highlights the area's diverse and vibrant food scene, reinforcing Kissimmee as more than just a gateway to theme parks—it becomes a destination for food and culture.
3. **Stimulating Local Spending:** Visitors attending the event are likely to dine at other establishments, shop locally, and explore nearby attractions, generating revenue across multiple tourism-related sectors.
4. **Filling Tourism Gaps:** Scheduled during a shoulder or off-peak travel period, the event helps boost economic activity at a time when tourism may be slower, providing steady support to local businesses.
5. **Amplifying Marketing Reach:** Marketing efforts supported by TDT Funds will include regional campaigns and partnerships that attract new visitors to Osceola County and increase awareness of the area as a fun, food-forward destination.

2025-2026 TOURISM ENHANCEMENT GRANTS PROGRAM APPLICATION
(Continued)

4. If you received a Tourism Enhancement Grant in previous years and are requesting a grant increase for 2023-2024, please explain the need for the increase.

We are requesting an increase in TDT Funds from \$15,000 to \$20,000 for this year's Taste of Kissimmee to support the event's continued growth and expanded marketing efforts aimed at attracting more out-of-county visitors.

Last year's event was a strong success, with significant community turnout, increased visibility for local restaurants, and a measurable positive impact on tourism-related businesses. Based on that momentum, we are scaling up the event to reach a broader audience and enhance the overall visitor experience.

We plan to extend our digital advertising campaigns beyond Central Florida into additional regional markets. This requires increased investment in targeted ad spend, influencer partnerships, and content creation.

We're expanding programming to include more vendors, live entertainment, and family-friendly activities to encourage longer stays and return visits, which in turn boosts tourism-related spending.

This modest increase in funding will allow us to more effectively position Taste of Kissimmee as a premier culinary tourism event in Osceola County, drawing greater numbers of overnight visitors and contributing to local economic growth.

2025-2026 TOURISM ENHANCEMENT GRANTS PROGRAM APPLICATION
(Continued)

List the marketing activity (print, television, digital, paid social, etc.) and which geographic regions or audiences you intend to reach. Please list the allocated amount for each activity.

ACTIVITY (Print, Internet, broadcast, banners, etc.)	MARKET AREA/AUDIENCE (geographic area or specific audience)	PROJECTED AMOUNT (estimated amount devoted to each activity)
Billboards by Lamar		6300.00
Audacy Broadcast		6000.00
Facebook		1200.00
Positively Osceola		3500.00
Orange Peel Gazette		650.00
Chamber of Commerce Ads		300.00
Influencer Advertising		\$2,500.00
		Total Marketing Budget
		\$ 20,450.00__

SPECIAL EVENT BUDGET PROJECTIONS

Event/Project Name _____

Organization: _____

Event Contact: _____

Email: _____

Phone: _____

Previous Year Number of

Event Attendees: 1350

Previous Year Room Nights: _____

TDT Grant Funds
Received Last Year: \$ _____

TDT Grant Funds \$ _____
Used Last Year

LIST ALL REVENUE

	Previous Years (24-25) Actual Revenue & Expenses	Projected Revenue & Expenses for FY 25-26
TDT Grant Dollars	\$15,000.00	\$20,000.00
Admissions	\$0	\$0
Concessions	\$0	\$0
Sponsorships	\$0	\$0
Booth Space	\$1,700.00	\$2000.00
Advertising Revenue	\$0	\$0
Sale of Promotional Items	\$0	\$0
In-Kind Revenue	\$0	\$0
Other: (Government funding, Other Grants, Sponsorships, Etc.)	\$21,097.50	\$21,000.00
Total Revenue (Including TDT Grant)	\$38,797.50	\$43,000.00

LIST ALL EXPENSES

Administrative	\$5,000.00	\$6000.00
Advertising/Promotions	\$16,300.00	\$20,450.00
Printing	\$600.00	\$1000.00
Promotional Items	\$1,200.00	\$1,500.00
Concessions	\$	\$
Awards	\$	\$
Travel	\$	\$
Talent	\$15,000.00	\$15,000.00
In-Kind Expense	\$	\$
Other: Security	\$2,100.00	\$2,100.00
	\$	\$
	\$	\$
Total Expenses	\$40,200.00	\$46,050.00
NET PROFIT/LOSS	\$-1,603.00	\$-3,050.00

EXHIBIT "B"

Requirements, Stipulations and Conditions of Award

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

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

EXHIBIT "C"

Sample Attendee/Participant Survey

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



Special Event Attendee Survey

Please Print

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

City of Residence: _____ **State:** _____ **Country:** _____

Number of Travelers in your party: _____

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

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

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

☐ Campground ☐ Bed & Breakfast ☐ Family/Friends ☐ Other ____

Event Information

What event are you attending? _____

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

☐ Billboard/Magazine ☐ Television ☐ Radio ☐ Brochure/Flier ☐ Other ____

Do you plan to attend this event next year? ____



Grantee Contact Information FY25-26	Grantee's name:	<u>City of Kissimmee</u> ("Grantee")
	Grantee's contact name:	Mike Steigerwald
	Grantee's email address:	mike.steigerwald@kissimmee.gov
	Grantee's address is:	101 Church Street Kissimmee, FL 34741
	Grantee's telephone number:	407-973-6525
	Grantee's event name:	PrideFest
	Event Date:	5/30/2026

TOURISM ENHANCEMENT GRANTS CONTRACT

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

RECITALS

WHEREAS, Grantee has applied for a Tourism Enhancement Grant;

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

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

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

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

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

Section 1. Recitals.

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

Section 2. Grantee's Obligations.

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

Section 3. Grant Amount.

- 3.1. Experience Kissimmee shall remit to Grantee the amount of \$15,000.00 on the following schedule: Approximately 3/21/2026.
- 3.2. In the event that Osceola County should fail to fund, defund or should there otherwise be a shortfall in funding, then Experience Kissimmee shall have no obligation to fund the awarded grant. Experience Kissimmee shall have no obligation to fund any awarded grant from its funds not-specifically designated for Tourism Enhancement Grant purposes, reserve funds or any other source. Experience Kissimmee, in its sole and absolute discretion shall have the option to, but not the requirement to, reduce but not eliminate previously awarded grant funding in such event. Nothing herein gives rise to a lien, claim or securitization with respect to awarded grant funds.

Section 4. Reports, Survey and Documentation Requirements.

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

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

Section 5. Non-Permissible Costs/Expenditures.

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

Section 6. Compliance with Florida Law.

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

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

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

Section 7. Audit Requirements.

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

Section 8. Termination/Notice.

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

Section 9. Communications.

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

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

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

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

Section 10. Indemnity; Insurance.

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

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

Section 11. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

Section 12. Authorized Signatories

GRANTEE

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

By:

By:

Sign: 
Print: DT Minich
Title: CEO of Experience Kissimmee
Date: 10/28/25

Sign: _____
Print: _____
Title: _____
Date: _____

EXHIBIT “A”

Grantee’s Application
[Attached]

2025-2026 TOURISM ENHANCEMENT GRANTS PROGRAM APPLICATION

Non-profit organizations headquartered in Osceola County for a minimum of two years (as of application deadline) or units of local government are eligible to apply for Tourist Development Tax Funds set aside to promote special events that appeal to tourists.

All events or projects funded by Tourist Development Tax revenues should enhance Osceola County's awareness and appeal to visitors, increase room nights and revenue for Osceola County businesses and/or support the goal to "Promote Tourism to Osceola County."

As a recipient of Tourist Development Tax funds, the expenditure of funds must comply with Section 125.0104, Florida Statutes, which in part, states that: "...if tax revenues are expended for an activity, service, venue or event, the activity, service, venue or event shall have as one of its main purposes the attraction of tourists as evidenced by the promotion of the activity, service, venue or event to tourists".

Organizations must also have a governing board, operate under a set of bylaws and submit IRS Form 990, the "Return of Organization Exempt From Income Tax" Form that provides the IRS with annual financial information on non-profit organizations.

ELIGIBLE USE OF TDT FUNDS INCLUDES:

1. Print, Radio, Television, Digital, and paid Social Advertisements.
2. Outdoor Signage/Banners.
3. Poster/Flyers/Brochures.
4. Professional Artwork/Graphic Design.
5. Postage for direct mail of promotional material.
6. Other expenditures consistent with Florida statutes, Experience Kissimmee tourism promotional goals and objectives.

INELIGIBLE USE OF TDT FUNDS:

1. Annual operating expenditures, to include taxes.
2. Professional legal, medical, engineering, accounting, auditing, consultant or tax service.
3. Real property.
4. Tangible property, including but not limited to copy machines, computer equipment, and other office equipment, light fixtures, musical instruments, and other equipment and permanent collections.
5. Interest or reduction of deficits or loans.
6. Travel expenses.
7. Prize money, scholarships, awards, plaques, or certificates.
8. Receptions or social functions.
9. Promotional items (being sold or given away) including apparel, tote bags, etc.
10. Sales tax.
11. Media events.
12. Rental equipment such as tents, tables, chairs, etc.
13. Website design and/or maintenance.
14. Facility maintenance.
15. Docents and/or employee wages.
16. Other expenditures not consistent with Florida statutes or Experience Kissimmee objectives

For questions, contact Grants@ExperienceKissimmee.com

(Use additional sheets as needed)

Requesting Organization: City of Kissimmee

Event/Project Name: Pridefest Kissimmee Funding Request: \$20,000

Project Start Date: 5/30/26 Event/Project End Date: _____

Did you research your event date against other community event dates? Yes ☒ No ☐

Location: Kissimmee Lakefront Park Address: 201 Lakeview Drive

Event/Project Phone: 407-518-2503 Website: Kissimmee.gov/events

Admission: Free

Choose the applicable eligibility status:

☒ Unit of Local Government in Osceola County

☐ Not for Profit Corporation headquartered in Osceola County- Fed I.D. _____

Address: 101 Church Street City: Kissimmee

Zip: 34741

Event Contact: Veronica Frink

Title: Events and Venues Manager

Phone: 407-518-2335 Email: veronica.frink@kissimmee.gov

Organization's Chief Officer: Mike Steigerwald

Phone: _____ Email: _____

Signature of Chief Officer: _____ Date: _____

2025-2026 TOURISM ENHANCEMENT GRANTS PROGRAM APPLICATION
(Continued)

Marketing Budget (excluding Grants funding) \$ \$4,000

Marketing Budget (including Grants funding) \$ \$24,000

Number of Estimated Attendees: 3,000 **Previous Year's Attendance:** 2,000

Estimated # of Room Nights in Osceola County: 20

INSTRUCTIONS: Provide a detailed description of the event, its key elements, and how TDT funds will be used to attract visitors. Emphasis should be given to identifying the audience and how TDT funds will be used to promote tourism or attract visitors to Osceola County.

1. Please provide a detailed description of the event:

Kicking off pride month at PrideFest Kissimmee, a colorful and lively celebration of the local LGBTQ+ Community and their incredible contributions. This event is all about fostering awareness, inclusivity, and unity! Everyone will enjoy electrifying live performances, engaging activities, and a diverse array of vendors offering unique finds as well as a Glow in the Dark party Bingo hosted by the Kissimmee Queens. Whether people come to celebrate, support, or connect, PrideFest Kissimmee is a space for everyone to shine. Everyone will come together to honor love, pride, and the beautiful diversity of our community. Event will take place at the Kissimmee Civic Center with a block party inside and outside at Dakin Ave. May 30th from 2:00pm to 7:00pm.

2. Please define key marketing elements of the event and how you will use TDT Funds to attract visitors (example: media, print, radio, television, digital, and social media):

Pridefest is a dynamic, inclusive celebration of the local LGBTQ+ community, designed to uplift voices, foster unity, and showcase the diversity that makes Osceola County a vibrant place to live and visit. The key marketing elements of the event focus on visibility, inclusivity, and regional appeal:

-Bold, Inclusive Branding: We will use bright, recognizable visuals that reflect the energy and diversity of the LGBTQ+ community. All marketing materials—from social media graphics to event signage—will carry a consistent, affirming message of pride, unity, and celebration.

-Targeted Digital Advertising: Through geo-targeted social media and online ads (on platforms like Instagram, Facebook, Google, and LGBTQ+ travel/event sites), we'll reach LGBTQ+ individuals and allies in Central Florida and neighboring regions. Messaging will emphasize live entertainment, unique experiences like glow-in-the-dark bingo, and a welcoming, free community event.

-Community Engagement & Influencer Promotion: We'll collaborate with local LGBTQ+ organizations, Pride groups, and influencers to help promote the event through their networks, maximizing grassroots visibility and credibility.

-Regional and Statewide Event Listings: Pridefest will be listed on LGBTQ+ travel calendars, regional tourism websites, and local event directories to attract attendees from outside Osceola County.

-Press & Media Outreach: We'll develop press releases, pursue earned media in local and regional outlets, and invite journalists and bloggers to cover the event, helping increase awareness and reach.

2025-2026 TOURISM ENHANCEMENT GRANTS PROGRAM APPLICATION

(Continued)

-Hotel & Business Partnerships: We plan to work with local lodging partners to create Pride Weekend packages and promote nearby attractions to enhance the visitor experience and encourage overnight stays.

TDT Funds will be instrumental in expanding Pridefest's reach and attracting more out-of-county visitors. Specifically, funds will be used to:

- Support paid advertising campaigns that target visitors within a 100–150 mile radius
- Create high-quality promotional assets including videos, photos, and digital content
- Print flyers, posters, and signage for distribution at hotels, visitor centers, and local businesses
- Enhance the visitor experience with entertainment, décor, and activities that elevate the event as a tourism-worthy experience

By supporting a highly visible, inclusive celebration that draws regional attention, Pridefest helps position Osceola County as a welcoming, culturally rich destination. The event supports diversity-focused tourism while also contributing to local economic activity through visitor spending on accommodations, dining, and retail.

3. Please explain in detail what audience you will be targeting and how the event will support tourism in Osceola County:

Pridefest is designed to appeal to a broad and diverse audience, with a focus on inclusivity, celebration, and unity. The specific groups we will target include:

-LGBTQ+ Community Members and Allies: The primary audience for Pridefest includes LGBTQ+ individuals from Osceola County, Central Florida, and beyond. We'll also engage allies who are passionate about supporting the community and celebrating diversity.

-Local Families and Residents: We aim to bring together Kissimmee and Osceola County residents for a fun and inclusive day out. Families, individuals, and groups looking to participate in a positive and vibrant event will be key participants.

-Regional Visitors and Tourists: Pridefest will target LGBTQ+ travelers from surrounding counties, cities, and even neighboring states. These individuals often seek out Pride events as part of their travel experience, especially - those looking for cultural celebrations and inclusive communities.

Young Adults and College Students: We will market to younger adults (18–35 years old) through social media platforms, targeting those who value inclusivity, diversity, and cultural experiences. This demographic often attends Pride events for the music, entertainment, and community connections.

-LGBTQ+ Travel Groups: Pridefest will also attract LGBTQ+ travel groups who plan trips around Pride events, as well as visitors staying in nearby hotels and resorts for other activities. These individuals are often looking for additional, meaningful experiences while in town.

Pridefest will support tourism in Osceola County in several impactful ways:

-Drawing Regional Visitors: By promoting Pridefest to a regional audience, we expect to attract LGBTQ+ travelers from across Central Florida and neighboring states. These visitors will spend money on accommodations, dining, transportation, and entertainment in Osceola County, directly contributing to local businesses.

2025-2026 TOURISM ENHANCEMENT GRANTS PROGRAM APPLICATION
(Continued)

-Increasing Overnight Stays: We will work closely with local hotels and tourism partners to create special Pride Weekend packages, encouraging visitors to stay in Osceola County for multiple days. This will help boost hotel bookings during what may otherwise be a slower period for tourism.

-Enhancing Osceola's Identity as an Inclusive Destination: Pridefest will position Kissimmee and Osceola County as a welcoming, inclusive destination that celebrates diversity. This aligns with the growing trend of LGBTQ+ tourism, where travelers seek out destinations that are open, safe, and celebrate LGBTQ+ culture.

-Attracting New Visitors and Repeat Business: Visitors attending Pridefest will not only enjoy the event itself but also explore local attractions, restaurants, and shops, making it likely that they will return to Osceola County for future visits. This creates long-term tourism growth by building awareness of Osceola as a destination for all.

-Supporting Local Businesses: Food trucks, local vendors, and nearby shops will directly benefit from the increased foot traffic generated by the event. As visitors spend money on food, products, and services, local businesses will see a boost in revenue, further reinforcing the value of tourism in Osceola County.

By creating an event that celebrates diversity, unity, and inclusivity, Pridefest not only brings tourism dollars to the county but also promotes a positive image of Osceola as a destination that welcomes everyone.

4. If you received a Tourism Enhancement Grant in previous years and are requesting a grant increase for 2023-2024, please explain the need for the increase.

We are requesting an increase in TDT Funds from \$15,000 to \$20,000 for Pridefest to support the event's growth, enhance its reach, and further establish it as a premier tourism event for Osceola County. Last year's Pridefest was a great success, drawing large crowds and generating positive community engagement. However, as the event continues to grow and attract a wider audience, additional funds are essential to meet the increased demand for marketing, programming, and visitor experience.

The need for the increase is driven by the following factors:

Expanded Marketing Reach: Last year, we reached a local audience and regional visitors within a limited marketing budget. With the requested increase, we will expand our digital and social media campaigns to target a broader regional and national audience, including more out-of-county and out-of-state visitors. This includes investing in targeted paid ads, influencer partnerships, and dedicated content creation, all of which will help increase attendance and attract tourism dollars.

Enhanced Event Programming: As Pridefest grows, we are planning to expand our entertainment offerings, adding more live performances, larger music acts, and engaging activities that will appeal to a broader demographic. The additional funds will allow us to secure higher-quality entertainment, improve event logistics, and elevate the overall experience for attendees.

Visitor Experience Improvements: We aim to enhance the event with additional services such as more food trucks, local vendors, and interactive activities for attendees. This will ensure a more enjoyable experience and encourage visitors to spend more time at the event, contributing to longer stays and increased tourism spending in Osceola County.

2025-2026 TOURISM ENHANCEMENT GRANTS PROGRAM APPLICATION

(Continued)

Increased Attendance & Tourism Impact: As Pridefest gains momentum, we anticipate a significant increase in out-of-county and out-of-state visitors, leading to higher hotel occupancy rates and more tourism-related spending. The additional funding will directly contribute to the efforts needed to promote Osceola County as an inclusive and vibrant destination for LGBTQ+ travelers.

By increasing the TDT funds for this year, we can ensure that Pridefest continues to grow, attracts more visitors, and makes a stronger positive economic impact on Osceola County, benefiting local businesses, increasing overnight stays, and promoting Kissimmee as an inclusive tourism destination.

2025-2026 TOURISM ENHANCEMENT GRANTS PROGRAM APPLICATION
(Continued)

List the marketing activity (print, television, digital, paid social, etc.) and which geographic regions or audiences you intend to reach. Please list the allocated amount for each activity.

ACTIVITY (Print, Internet, broadcast, banners, etc.)	MARKET AREA/AUDIENCE (geographic area or specific audience)	PROJECTED AMOUNT (estimated amount devoted to each activity)
Chamber of Commerce Ads		300.00
Local Newspapers		1200.00
Audacy Digital Ads		6500.00
Watermark Out Magazine		2500.00
LAMAR Billboards		3000.00
Social Media		4500.00
iHeart Radio – Radio Ads in Pride Radio		5000.00
		Total Marketing Budget \$23,000.00

SPECIAL EVENT BUDGET PROJECTIONS

Event/Project Name _____

Organization: _____

Event Contact: _____

Email: _____

Phone: _____

Previous Year Number of
Event Attendees: _____

Previous Year Room Nights: _____

TDT Grant Funds
Received Last Year: \$ _____

TDT Grant Funds
Used Last Year \$ _____

LIST ALL REVENUE

TDT Grant Dollars
Admissions
Concessions
Sponsorships
Booth Space
Advertising Revenue
Sale of Promotional Items
In-Kind Revenue
Other: (Government funding, Other
Grants, Sponsorships, Etc.)

Previous Years (24-25) Actual Revenue & Expenses

Projected Revenue & Expenses for FY 25-26

\$15,000.00	\$20,000
\$	\$
\$	\$
\$6,000.00	\$10,000
\$5020.00	\$5500.00
\$0	\$
\$0	\$
\$0	\$
\$18,370.00	\$20,000.00
\$44,390.00	\$55,500.00

Total Revenue (Including TDT Grant)

LIST ALL EXPENSES

Administrative
Advertising/Promotions
Printing
Promotional Items
Concessions
Awards
Travel
Talent
In-Kind Expense
Other:

\$ 8,000	\$8200.00
\$19,974.0	\$23,000.00
\$700.00	\$1000.00
\$2500.00	\$3000.00
\$	\$
\$	\$
\$	\$
\$15,000.00	\$15,000.00
\$	\$
\$2200.00	\$2200.00
\$	\$
\$	\$
\$48,374.00	\$52,400.00

Total Expenses

NET PROFIT/LOSS

\$-3984.00 **\$3100.00**

EXHIBIT "B"

Requirements, Stipulations and Conditions of Award

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

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

EXHIBIT "C"

Sample Attendee/Participant Survey

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



Special Event Attendee Survey

Please Print

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

City of Residence: _____ **State:** _____ **Country:** _____

Number of Travelers in your party: _____

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

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

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

☐ Campground ☐ Bed & Breakfast ☐ Family/Friends ☐ Other _____

Event Information

What event are you attending? _____

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

☐ Billboard/Magazine ☐ Television ☐ Radio ☐ Brochure/Flier ☐ Other _____

Do you plan to attend this event next year? _____



Grantee/ Event Information FY 25-26	Grantee's name:	<u>City of Kissimmee</u> ("Grantee")
	Grantee's contact name:	Mike Steigerwald
	Grantee's email address:	mike.steigerwald@Kissimmee.gov
	Grantee's address is:	101 Church Street, Kissimmee FL. 34741
	Grantee's telephone number:	407-518-2503
	Grantee's event name:	Juneteenth
	Event date:	6/13/2026

TOURISM ENHANCEMENT GRANTS CONTRACT

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

RECITALS

WHEREAS, Grantee has applied for a Tourism Enhancement Grant;

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

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

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

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

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

Section 1. Recitals.

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

Section 2. Grantee's Obligations.

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

Section 3. Grant Amount.

- 3.1. Experience Kissimmee shall remit to Grantee the amount of \$15,000.00 on the following schedule: Approximately 4/14/2026.
- 3.2. In the event that Osceola County should fail to fund, defund or should there otherwise be a shortfall in funding, then Experience Kissimmee shall have no obligation to fund the awarded grant. Experience Kissimmee shall have no obligation to fund any awarded grant from its funds not-specifically designated for Tourism Enhancement Grant purposes, reserve funds or any other source. Experience Kissimmee, in its sole and absolute discretion shall have the option to, but not the requirement to, reduce but not eliminate previously awarded grant funding in such event. Nothing herein gives rise to a lien, claim or securitization with respect to awarded grant funds.

Section 4. Reports, Survey and Documentation Requirements.

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

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

Section 5. Non-Permissible Costs/Expenditures.

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

Section 6. Compliance with Florida Law.

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

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

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

Section 7. **Audit Requirements.**

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

Section 8. **Termination/Notice.**

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

Section 9. Communications.

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

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

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

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

Section 10. Indemnity; Insurance.

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

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

Section 11. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

Section 12. Authorized Signatories

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

GRANTEE

By:



Sign:

Print: DT Minich

Title: CEO of Experience Kissimmee

Date: 10/28/25

By:

Sign:

Print:

Title:

Date:

EXHIBIT “A”

Grantee’s Application
[Attached]

2025-2026 TOURISM ENHANCEMENT GRANTS PROGRAM APPLICATION

Non-profit organizations headquartered in Osceola County for a minimum of two years (as of application deadline) or units of local government are eligible to apply for Tourist Development Tax Funds set aside to promote special events that appeal to tourists.

All events or projects funded by Tourist Development Tax revenues should enhance Osceola County's awareness and appeal to visitors, increase room nights and revenue for Osceola County businesses and/or support the goal to "Promote Tourism to Osceola County."

As a recipient of Tourist Development Tax funds, the expenditure of funds must comply with Section 125.0104, Florida Statutes, which in part, states that: "...if tax revenues are expended for an activity, service, venue or event, the activity, service, venue or event shall have as one of its main purposes the attraction of tourists as evidenced by the promotion of the activity, service, venue or event to tourists".

Organizations must also have a governing board, operate under a set of bylaws and submit IRS Form 990, the "Return of Organization Exempt From Income Tax" Form that provides the IRS with annual financial information on non-profit organizations.

ELIGIBLE USE OF TDT FUNDS INCLUDES:

1. Print, Radio, Television, Digital, and paid Social Advertisements.
2. Outdoor Signage/Banners.
3. Poster/Flyers/Brochures.
4. Professional Artwork/Graphic Design.
5. Postage for direct mail of promotional material.
6. Other expenditures consistent with Florida statutes, Experience Kissimmee tourism promotional goals and objectives.

INELIGIBLE USE OF TDT FUNDS:

1. Annual operating expenditures, to include taxes.
2. Professional legal, medical, engineering, accounting, auditing, consultant or tax service.
3. Real property.
4. Tangible property, including but not limited to copy machines, computer equipment, and other office equipment, light fixtures, musical instruments, and other equipment and permanent collections.
5. Interest or reduction of deficits or loans.
6. Travel expenses.
7. Prize money, scholarships, awards, plaques, or certificates.
8. Receptions or social functions.
9. Promotional items (being sold or given away) including apparel, tote bags, etc.
10. Sales tax.
11. Media events.
12. Rental equipment such as tents, tables, chairs, etc.
13. Website design and/or maintenance.
14. Facility maintenance.
15. Docents and/or employee wages.
16. Other expenditures not consistent with Florida statutes or Experience Kissimmee objectives

For questions, contact Grants@ExperienceKissimmee.com

(Use additional sheets as needed)

Requesting Organization: City of Kissimmee

Event/Project Name: Juneteenth

Funding Request: \$20,000

Project Start Date: 6/13/26 Event/Project End Date: _____

Did you research your event date against other community event dates? Yes ☒ No ☐

Location: Kissimmee Lakefront Park Address: 201 Lakeview Drive

Event/Project Phone: 407-518-2503 Website: Kissimmee.gov/events

Admission: Free

Choose the applicable eligibility status:

☒ Unit of Local Government in Osceola County

☐ Not for Profit Corporation headquartered in Osceola County- Fed I.D. _____

Address: 101 Church Street City: Kissimmee

Zip: 34741

Event Contact: Veronica Frink

Title: Events and Venues Manager

Phone: 407-518-2335 Email: veronica.frink@kissimmee.gov

Organization's Chief Officer: Mike Steigerwald

Phone: _____ Email: _____

Signature of Chief Officer: _____ Date: _____

2025-2026 TOURISM ENHANCEMENT GRANTS PROGRAM APPLICATION
(Continued)

Marketing Budget (excluding Grants funding) \$ \$4,000

Marketing Budget (including Grants funding) \$ \$24,000

Number of Estimated Attendees: 2,000 **Previous Year's Attendance:** 1,500

Estimated # of Room Nights in Osceola County: 20

INSTRUCTIONS: Provide a detailed description of the event, its key elements, and how TDT funds will be used to attract visitors. Emphasis should be given to identifying the audience and how TDT funds will be used to promote tourism or attract visitors to Osceola County.

1. Please provide a detailed description of the event:

The Juneteenth Festival is a community celebration honoring the annual commemoration of the end of slavery in the United States. This family-friendly event is a joyful tribute to African American culture and heritage. Everyone will enjoy the sounds of live music, savor mouthwatering food, and explore unique crafts from local vendors. Admission is free. Kids will also have a blast in the KUA Kids Power Zone, making it a perfect day for everyone. Come together with our community to celebrate freedom, unity, and culture at this meaningful event. Event will take place in the Kissimmee Civic Center and outside on Dakin Ave for a block style party. Event will be on June 13 from 12:00pm to 5:00pm.

2. Please define key marketing elements of the event and how you will use TDT Funds to attract visitors (example: media, print, radio, television, digital, and social media):

Our Juneteenth celebration in Kissimmee is a family-friendly event that honors African American culture, heritage, and history through music, food, art, and community. The event features live local bands, engaging cultural activities, food trucks, and local vendors—all designed to create a joyful and educational experience for residents and visitors alike.

To attract attendees and maximize regional tourism impact, the key marketing elements will include:

-Culturally-Inspired Branding & Messaging: We will develop a strong visual identity for the event that reflects the spirit of Juneteenth—freedom, unity, and celebration. All marketing materials will emphasize the cultural significance of the holiday and the event's welcoming, family-oriented environment.

-Targeted Digital Campaigns: We will run paid social media and search ads on platforms like Facebook, Instagram, and Google, targeting audiences in Central Florida and surrounding regions. These campaigns will focus on promoting the event's entertainment, free admission, family appeal, and cultural importance.

-Community & Cultural Partnerships: We will work closely with local African American organizations, churches, schools, and cultural groups to spread awareness through trusted community channels. This grassroots promotion will help drive both local and regional attendance.

-Regional Event Listings & Press Coverage: We will submit the event to community calendars, arts and cultural directories, and tourism platforms such as Experience Kissimmee, as well as pursue press opportunities in regional outlets that focus on culture, community events, and travel.

2025-2026 TOURISM ENHANCEMENT GRANTS PROGRAM APPLICATION

(Continued)

-Influencer & Performer Promotion: We'll encourage participating performers and local influencers to promote the event through their networks, helping to amplify reach and create engaging content that resonates with potential attendees.

-On-the-Ground Marketing: Flyers, posters, and signage will be distributed to hotels, visitor centers, restaurants, and community hubs throughout Osceola County and nearby areas to attract tourists already in the region.

TDT Funds will play a vital role in expanding the reach and tourism impact of the event by:

- Funding digital and print advertising to attract out-of-county and regional visitors
- Supporting professional design and production of marketing materials and content
- Boosting media outreach efforts, including press releases and PR services
- Enhancing the visitor experience with upgraded staging, entertainment, and event amenities
- Collaborating with local hotels and tourism partners to create weekend stay-and-play opportunities

By celebrating Juneteenth in a way that's inclusive, educational, and joyful, we aim to draw a diverse audience to Osceola County, support cultural tourism, and highlight Kissimmee as a destination that honors history and community.

3. Please explain in detail what audience you will be targeting and how the event will support tourism in Osceola County:

The Juneteenth celebration in Kissimmee is designed to attract a diverse and culturally engaged audience that values heritage, history, and family-friendly entertainment. Our primary target audiences include:

-Local Families and Residents: The event will appeal to Osceola County families and community members looking for a meaningful, educational, and joyful way to celebrate African American culture and heritage.

-Regional Visitors: We will target attendees from surrounding areas—including Orlando, Polk County, and the greater Central Florida region—who are interested in cultural festivals, live music, food, and community experiences.

-Cultural and Heritage Tourism Seekers: Travelers who seek out events that reflect history, diversity, and cultural expression—especially those interested in African American history—will be drawn to a well-organized Juneteenth event.

-Young Adults and Event-Goers: Through social media campaigns, we'll engage younger audiences looking for live entertainment, food trucks, and unique cultural events.

-Visitors Already in the Area: Tourists visiting Kissimmee or staying at nearby resorts and hotels will be targeted through local marketing (hotels, visitor centers, and tourism websites) as a way to explore local culture during their stay.

2025-2026 TOURISM ENHANCEMENT GRANTS PROGRAM APPLICATION

(Continued)

The Juneteenth event will support tourism in Osceola County in several meaningful ways:

- **Attracting Regional and Out-of-County Visitors:** By promoting the event across Central Florida and beyond, we will bring in attendees who will contribute to the local economy by dining, shopping, and potentially booking overnight stays.
- **Encouraging Hotel Stays:** With strategic marketing and collaboration with local lodging partners, we aim to package the event with weekend getaways to boost hotel occupancy and extended visits.
- **Enhancing Cultural Tourism:** This event positions Osceola County as a culturally rich, inclusive destination that values diversity and history. It adds to the county's portfolio of experiences that go beyond traditional tourism draws like theme parks.
- **Driving Visitor Spending:** From local vendors and food trucks to nearby restaurants, shops, and attractions, visitors attending the event are likely to spend money throughout the community, supporting small businesses and local entrepreneurs.
- **Community Pride and Return Visits:** Visitors who attend the Juneteenth event and experience the community's welcoming, festive atmosphere are more likely to return for future events or vacations in Kissimmee, further supporting long-term tourism growth.

In short, this event supports both the cultural enrichment of our residents and the economic vitality of Osceola County by attracting visitors, increasing tourism activity, and highlighting the area's commitment to celebrating its diverse heritage.

4. If you received a Tourism Enhancement Grant in previous years and are requesting a grant increase for 2023-2024, please explain the need for the increase.

We are requesting an increase in TDT Funds from \$15,000 to \$20,000 to support the continued growth and enhanced impact of our Juneteenth celebration. As the event gains momentum each year, the demand for broader outreach, higher-quality programming, and improved visitor experiences has grown significantly. The modest increase in TDT funding will significantly elevate our ability to attract more visitors, promote extended stays, and enhance the cultural and economic value of the event for Osceola County.

2025-2026 TOURISM ENHANCEMENT GRANTS PROGRAM APPLICATION
(Continued)

List the marketing activity (print, television, digital, paid social, etc.) and which geographic regions or audiences you intend to reach. Please list the allocated amount for each activity.

ACTIVITY (Print, Internet, broadcast, banners, etc.)	MARKET AREA/AUDIENCE (geographic area or specific audience)	PROJECTED AMOUNT (estimated amount devoted to each activity)
Chamber of Commerce Ads		300.00
Orlando Family Magazine		1900.00
Social Media		4500.00
Cox Media Group – Star 94.5 FM and Digital Out of Home Ads		10,000.00
Spectrum Reach- TV Ads		3600.00
Local Newspapers		1000.00
Mobile LED Advertising		3000.00
		Total Marketing Budget
		\$24,300

SPECIAL EVENT BUDGET PROJECTIONS

Event/Project Name _____

Organization: _____

Event Contact: _____

Email: _____

Phone: _____

Previous Year Number of
Event Attendees: _____

Previous Year Room Nights: _____

TDT Grant Funds
Received Last Year: \$ _____

TDT Grant Funds
Used Last Year \$ _____

LIST ALL REVENUE

TDT Grant Dollars
Admissions
Concessions
Sponsorships
Booth Space
Advertising Revenue
Sale of Promotional Items
In-Kind Revenue
Other: (Government funding, Other
Grants, Sponsorships, Etc.)

Previous Years (24-25) Actual Revenue & Expenses

Projected Revenue & Expenses for FY 25-26

\$15,000

\$20,000

\$0

\$

\$0

\$

\$0

\$2,000.00

\$1985

\$2,000

\$0

\$

\$0

\$

\$0

\$

\$21,500.00

\$25,000

Total Revenue (Including TDT Grant)

\$38,485.00

\$49,000.00

LIST ALL EXPENSES

Administrative
Advertising/Promotions
Printing
Promotional Items
Concessions
Awards
Travel
Talent
In-Kind Expense
Other:

\$6200.00

\$6500.00

\$20,200.00

\$24,300

\$0

\$1000.00

\$2,500.00

\$2500.00

\$0

\$

\$0

\$

\$0

\$

\$15,000.00

\$15,000.00

\$0

\$

\$2200.00

\$2200.00

\$

\$

\$

\$

Total Expenses

\$46,100.00

\$51,500

NET PROFIT/LOSS

\$-7,615.00

\$-4,500.00

EXHIBIT "B"

Requirements, Stipulations and Conditions of Award

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

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

EXHIBIT "C"

Sample Attendee/Participant Survey

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



Special Event Attendee Survey

Please Print

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

City of Residence: _____ **State:** _____ **Country:** _____

Number of Travelers in your party: _____

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

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

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

☐ Campground ☐ Bed & Breakfast ☐ Family/Friends ☐ Other _____

Event Information

What event are you attending? _____

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

☐ Billboard/Magazine ☐ Television ☐ Radio ☐ Brochure/Flier ☐ Other _____

Do you plan to attend this event next year? _____



Grantee/ Event Information FY 25-26	Grantee's name:	<u>City of Kissimmee</u> ("Grantee")
	Grantee's contact name:	Mike Steigerwald
	Grantee's email address:	mike.steigerwald@Kissimmee.gov
	Grantee's address is:	101 Church Street, Kissimmee FL. 34741
	Grantee's telephone number:	407-518-2503
	Grantee's event name:	Fandom
	Event date:	9/19/2026

TOURISM ENHANCEMENT GRANTS CONTRACT

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

RECITALS

WHEREAS, Grantee has applied for a Tourism Enhancement Grant;

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

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

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

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

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

Section 1. Recitals.

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

Section 2. Grantee's Obligations.

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

Section 3. Grant Amount.

- 3.1. Experience Kissimmee shall remit to Grantee the amount of \$15,000.00 on the following schedule: Approximately 7/21/2026.
- 3.2. In the event that Osceola County should fail to fund, defund or should there otherwise be a shortfall in funding, then Experience Kissimmee shall have no obligation to fund the awarded grant. Experience Kissimmee shall have no obligation to fund any awarded grant from its funds not-specifically designated for Tourism Enhancement Grant purposes, reserve funds or any other source. Experience Kissimmee, in its sole and absolute discretion shall have the option to, but not the requirement to, reduce but not eliminate previously awarded grant funding in such event. Nothing herein gives rise to a lien, claim or securitization with respect to awarded grant funds.

Section 4. Reports, Survey and Documentation Requirements.

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

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

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

Section 5. Non-Permissible Costs/Expenditures.

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

Section 6. Compliance with Florida Law.

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

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

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

Section 7. **Audit Requirements.**

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

Section 8. **Termination/Notice.**

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

Section 9. Communications.

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

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

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

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

Section 10. Indemnity; Insurance.

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

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

Section 11. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

Section 12. Authorized Signatories

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

GRANTEE

By:



Sign: _____

Print: DT Minich

Title: CEO of Experience Kissimmee

Date: 10/28/25

By:

Sign: _____

Print: _____

Title: _____

Date: _____

EXHIBIT “A”

Grantee’s Application

[Attached]

2025-2026 TOURISM ENHANCEMENT GRANTS PROGRAM APPLICATION

Non-profit organizations headquartered in Osceola County for a minimum of two years (as of application deadline) or units of local government are eligible to apply for Tourist Development Tax Funds set aside to promote special events that appeal to tourists.

All events or projects funded by Tourist Development Tax revenues should enhance Osceola County's awareness and appeal to visitors, increase room nights and revenue for Osceola County businesses and/or support the goal to "Promote Tourism to Osceola County."

As a recipient of Tourist Development Tax funds, the expenditure of funds must comply with Section 125.0104, Florida Statutes, which in part, states that: "...if tax revenues are expended for an activity, service, venue or event, the activity, service, venue or event shall have as one of its main purposes the attraction of tourists as evidenced by the promotion of the activity, service, venue or event to tourists".

Organizations must also have a governing board, operate under a set of bylaws and submit IRS Form 990, the "Return of Organization Exempt From Income Tax" Form that provides the IRS with annual financial information on non-profit organizations.

ELIGIBLE USE OF TDT FUNDS INCLUDES:

1. Print, Radio, Television, Digital, and paid Social Advertisements.
2. Outdoor Signage/Banners.
3. Poster/Flyers/Brochures.
4. Professional Artwork/Graphic Design.
5. Postage for direct mail of promotional material.
6. Other expenditures consistent with Florida statutes, Experience Kissimmee tourism promotional goals and objectives.

INELIGIBLE USE OF TDT FUNDS:

1. Annual operating expenditures, to include taxes.
2. Professional legal, medical, engineering, accounting, auditing, consultant or tax service.
3. Real property.
4. Tangible property, including but not limited to copy machines, computer equipment, and other office equipment, light fixtures, musical instruments, and other equipment and permanent collections.
5. Interest or reduction of deficits or loans.
6. Travel expenses.
7. Prize money, scholarships, awards, plaques, or certificates.
8. Receptions or social functions.
9. Promotional items (being sold or given away) including apparel, tote bags, etc.
10. Sales tax.
11. Media events.
12. Rental equipment such as tents, tables, chairs, etc.
13. Website design and/or maintenance.
14. Facility maintenance.
15. Docents and/or employee wages.
16. Other expenditures not consistent with Florida statutes or Experience Kissimmee objectives

For questions, contact Grants@ExperienceKissimmee.com

2025-2026 TOURISM ENHANCEMENT GRANTS PROGRAM APPLICATION
(Use additional sheets as needed)

Requesting Organization: City of Kissimmee

Event/Project Name: Fandom Kissimmee Funding Request: \$15,000

Project Start Date: 9/19/26 Event/Project End Date: _____

Did you research your event date against other community event dates? Yes ☒ No ☐

Location: Kissimmee Lakefront Park- Ruby Plaza Address: 201 Lakeview Drive

Event/Project Phone: 407-518-2503 Website: Kissimmee.gov/events

Admission: Free

Choose the applicable eligibility status:

☒ Unit of Local Government in Osceola County

☐ Not for Profit Corporation headquartered in Osceola County- Fed I.D. _____

Address: 101 Church Street City: Kissimmee

Zip: 34741

Event Contact: Veronica Frink

Title: Events and Venues Manager

Phone: 407-518-2335 Email: veronica.frink@kissimmee.gov

Organization's Chief Officer: Mike Steigerwald

Phone: _____ Email: _____

Signature of Chief Officer: _____ Date: _____

2025-2026 TOURISM ENHANCEMENT GRANTS PROGRAM APPLICATION
(Continued)

Marketing Budget (excluding Grants funding) \$ \$4,000

Marketing Budget (including Grants funding) \$ \$19,000

Number of Estimated Attendees: 2,500 Previous Year's Attendance: 2,000

Estimated # of Room Nights in Osceola County: 20

INSTRUCTIONS: Provide a detailed description of the event, its key elements, and how TDT funds will be used to attract visitors. Emphasis should be given to identifying the audience and how TDT funds will be used to promote tourism or attract visitors to Osceola County.

1. Please provide a detailed description of the event:

Get ready to geek out at Fandom Kissimmee, the ultimate celebration of all the fandoms you know and love! Whether you're into TV, comics, film, sci-fi, anime, or beyond, there is something here for every fan. Everyone in attendance will enjoy a variety of vendors, meet talented stars, and connect with local artists and authors showcasing their incredible creations. We encourage everyone to come dressed as their favorite character or just bring their enthusiasm- this is the perfect event to immerse yourself in the magic of fandoms. Admission to this event is free. It takes place at the Kissimmee Civic Center on September 19 from 12:00pm to 5:00pm.

2. Please define key marketing elements of the event and how you will use TDT Funds to attract visitors (example: media, print, radio, television, digital, and social media):

Fandom is an immersive pop culture celebration designed for fans of TV, comics, sci-fi, anime, film, gaming, and more. Taking place at the Kissimmee Civic Center, the event brings together passionate fan communities through celebrity meet-and-greets, cosplay, artists, authors, vendors, and engaging themed activities.

The key marketing elements include:

-Niche Audience Targeting

We will use interest-based advertising on platforms like Facebook, Instagram, TikTok, and Google to reach fans of specific genres—comic books, anime, sci-fi, fantasy, and pop culture. Target audiences include cosplayers, collectors, gamers, and pop culture enthusiasts in Florida and surrounding states.

-Engaging Visual Content & Branding

Our visual branding will reflect the excitement of fan culture—bold, colorful, and instantly recognizable to attendees. We'll create teaser trailers, character-themed graphics, countdowns, and behind-the-scenes previews to build anticipation.

-Influencer and Fandom Community Engagement

We will partner with local and regional cosplayers, content creators, and fan groups to help promote the event across their platforms. These community voices are powerful in reaching authentic audiences and generating excitement.

2025-2026 TOURISM ENHANCEMENT GRANTS PROGRAM APPLICATION
(Continued)

-Media & Press Outreach

We'll issue press releases to local TV, radio, podcasts, and entertainment blogs, with a focus on niche outlets that serve comic and anime fans. This will boost awareness and help establish *Fandom* as a must-attend annual experience.

-Hotel & Travel Promotion

Through collaboration with local hotels and Experience Kissimmee, we will promote *Fandom* as part of a weekend getaway package, encouraging visitors to extend their stay in Osceola County.

-Local Artist and Vendor Features

We'll highlight participating local creatives—artists, illustrators, authors, and vendors—on our website and social platforms, giving the event a grassroots, community-driven identity that appeals to fans and supports small business tourism.

TDT Funds will be used to maximize event visibility and out-of-county attendance by supporting:

- Paid advertising campaigns across digital and social platforms targeted to specific fandoms
- Video production, graphic design, and content creation to promote the event in a visually engaging way
- Print materials (flyers, posters, signage) distributed to tourism centers, local businesses, and hotels

By tapping into the growing world of fan culture and offering a family-friendly, destination-worthy experience, *Fandom* will drive tourism, fill hotels, support local businesses, and help position Kissimmee as a hub for creative and inclusive events.

3. Please explain in detail what audience you will be targeting and how the event will support tourism in Osceola County:

The *Fandom* event is designed to attract a wide range of pop culture fans from various demographics, unified by their passion for TV shows, movies, comics, anime, video games, and science fiction. The key target audiences include:

-Pop Culture Enthusiasts and Cosplayers – Individuals of all ages who enjoy dressing up as their favorite characters and participating in fan experiences. We will market directly to cosplay communities and fandom groups across Central Florida and beyond.

-Families and General Attendees – The event will include family-friendly activities, making it an ideal day out for parents with children who enjoy superheroes, animation, and pop culture.

-Young Adults and College Students – This group tends to be active in anime, gaming, and comic fandoms. We will use social media campaigns (Instagram, TikTok, Discord, etc.) to engage this audience through visuals and videos tailored to their interests.

-Niche Fan Communities – Specific marketing will target fans of genres like sci-fi, horror, fantasy, and anime, along with comic book collectors and tabletop gamers. These groups often travel regionally for events and conventions.

Fandom will serve as a dynamic driver for tourism in several important ways:

2025-2026 TOURISM ENHANCEMENT GRANTS PROGRAM APPLICATION

(Continued)

- **Encouraging Overnight Stays and Weekend Visits** – Through travel packages, hotel partnerships, and out-of-county advertising, we'll promote *Fandom* as a weekend getaway, helping fill hotels and extend visitor stays in the area.
- **Diversifying Osceola County's Tourism Offerings** – The event adds a unique pop culture and creative event to the area's tourism calendar, appealing to a niche but passionate audience often underserved by traditional tourism attractions.
- **Boosting Local Business Revenue** – Attendees will spend money at local restaurants, shops, and with participating vendors and food trucks, stimulating the local economy.
- **Generating Repeat Visits** – Visitors who discover downtown Kissimmee through *Fandom* may return for other events, vacations, or conventions. Pop culture events often create strong fan loyalty and grow attendance year over year.
- **Positioning Kissimmee as a Creative Destination** – Hosting a large-scale fandom event showcases Osceola County as an inclusive, entertainment-forward community, which appeals to modern travelers looking for authentic, creative experiences beyond the theme parks.

By targeting passionate fans and delivering an unforgettable, immersive experience, *Fandom* is well-positioned to attract both local and out-of-town attendees, ultimately strengthening Osceola County's position as a cultural and tourism destination.

4. If you received a Tourism Enhancement Grant in previous years and are requesting a grant increase for 2023-2024, please explain the need for the increase.

We are requesting an increase in TDT Funds from \$10,000 to \$15,000 to support the continued growth and expanded reach of the *Fandom* event. Last year's event showed strong community interest and visitor engagement, and based on that success, we are scaling up to attract a broader regional audience and deliver an even more engaging experience for attendees.

To increase attendance and drive more out-of-county visitation, we plan to invest in expanded digital marketing campaigns, including targeted ads on platforms like Facebook, Instagram, TikTok, and YouTube. The additional \$5,000 will allow us to reach a wider fan base, particularly niche communities (anime, cosplay, sci-fi, etc.) across Central Florida and neighboring counties.

With growing interest in the event, we are planning to bring in more well-known guests, host larger meet-and-greet opportunities, and introduce new programming (such as fan panels, costume contests, and workshops). These enhancements increase the event's tourism appeal and require additional investment.

By investing more into strategic marketing, entertainment, and infrastructure, we will significantly increase the event's regional draw and economic impact. The additional TDT support will directly contribute to greater visibility, higher attendance, and more visitor spending in Osceola County—further establishing *Fandom* as a signature tourism event for the area.

2025-2026 TOURISM ENHANCEMENT GRANTS PROGRAM APPLICATION
(Continued)

List the marketing activity (print, television, digital, paid social, etc.) and which geographic regions or audiences you intend to reach. Please list the allocated amount for each activity.

ACTIVITY (Print, Internet, broadcast, banners, etc.)	MARKET AREA/AUDIENCE (geographic area or specific audience)	PROJECTED AMOUNT (estimated amount devoted to each activity)
Audacy Digital Ads		4500
Local Newspapers		1000.00
Social Media		4500.00
Chamber of Commerce Ads		300.00
Iheart Radio Ads		5500.00
Orange Peel Magazine		650.00
Cox Media – Digital Billboards		4000.00
		Total Marketing Budget \$ 20,450.00

SPECIAL EVENT BUDGET PROJECTIONS

Event/Project Name _____

Organization: _____

Event Contact: _____

Email: _____

Phone: _____

Previous Year Number of

Event Attendees: _____ Previous Year Room Nights: _____

TDT Grant Funds Received Last Year: \$ _____

TDT Grant Funds Used Last Year \$ _____

LIST ALL REVENUE

	Previous Years (24-25) Actual Revenue & Expenses	Projected Revenue & Expenses for FY 25-26
TDT Grant Dollars	\$10,000	\$15,000
Admissions	\$0	\$
Concessions	\$0	\$
Sponsorships	\$0	\$1000.00
Booth Space	\$3000	\$3500
Advertising Revenue	\$	\$
Sale of Promotional Items	\$	\$
In-Kind Revenue	\$	\$
Other: (Government funding, Other Grants, Sponsorships, Etc.)	\$12,000	\$15,000
Total Revenue (Including TDT Grant)	\$25,000.00	\$34,500

LIST ALL EXPENSES

Administrative	\$4000	\$4000
Advertising/Promotions	\$13,710	\$20,450.00
Printing	\$1,000	\$1000
Promotional Items	\$2500	\$2500
Concessions	\$	\$
Awards	\$	\$
Travel	\$	\$
Talent	\$5,000	\$10000
In-Kind Expense	\$	\$
Other:	\$1000.00	\$1000
	\$	\$
	\$	\$
Total Expenses	\$24,960	\$34950
NET PROFIT/LOSS	\$-40.00	\$-450.00

EXHIBIT "B"

Requirements, Stipulations and Conditions of Award

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

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page or a sheet of stationery. There is no handwriting or other markings on the page.

EXHIBIT "C"

Sample Attendee/Participant Survey

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



Special Event Attendee Survey

Please Print

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

City of Residence: _____ State: _____ Country: _____

Number of Travelers in your party: _____

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

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

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

☐ Campground ☐ Bed & Breakfast ☐ Family/Friends ☐ Other _____

Event Information

What event are you attending? _____

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

☐ Billboard/Magazine ☐ Television ☐ Radio ☐ Brochure/Flier ☐ Other _____

Do you plan to attend this event next year? _____

ITEM 8.A

Memorandum of Understanding with Kissimmee Airport Development Company, LLC

Request

Approval of a Memorandum of Understanding (MOU) with Kissimmee Airport Development Company, LLC (KADC) to develop and manage certain real property located at the airport consisting of approximately 119.9 acres of land on the southeast border of the airport, contract # 20260044.

Explanation

The Kissimmee Gateway Airport includes property once used as the Kissimmee Municipal Golf Course. Financial difficulties by the operator resulted in its closure by the City in 2018. The recently approved Airport Layout Plan provides an FAA-approved conceptual plan to redevelop the property focusing on aviation businesses creating quality jobs and a positive economic impact for the community.

In recent years, the airport has been visited by aircraft manufacturers interested in locating operations to Kissimmee. However, due to the lack of infrastructure and utilities at the former golf course site, our responses did not meet their schedules and requirements. This places the property at an unfair disadvantage when competing against other airport sites.

The airport has been approached by two companies offering to provide master development services to improve the property. After completing discussions and evaluations, they lacked either experience, funding or had unrealistic expectations. KADC has approached the City/Airport and has demonstrated they possess the experience and resources to move forward with master development services.

KADC is requesting an MOU to begin preliminary services to include surveying, environmental, conceptual plans for storm water management, master grading and utilities. This work will determine the development of a term sheet / agreement for next steps for site development, marketing and leasing to future businesses. The first phase of the work is anticipated to be completed by the end of the first quarter of 2026. There is no cost to the City/Airport for these services.

A representative from KADC will be available to provide an introduction and answer any questions that the Commission might have.

Recommendation

Approval of a Memorandum of Understanding (MOU) with Kissimmee Airport Development Company, LLC (KADC) to develop and manage certain real property located at the airport consisting of approximately 119.9 acres of land on the southeast border of the airport.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Airport

Presenter: Shaun Germolus

Attachment(s):

1. (S) MOU Kissimmee Airport Development Company, LLC

City of Kissimmee

MEMORANDUM OF UNDERSTANDING

THE CITY OF KISSIMMEE, a municipal corporation of the State of Florida (the “City”), and the **KISSIMMEE AIRPORT DEVELOPMENT COMPANY, LLC** (the “Developer”), hereby enter into this Memorandum of Understanding (“MOU”) as of the ____ day of _____, 2025 (the “Effective Date”):

WITNESSETH:

WHEREAS, the City owns and operates the Kissimmee Gateway Airport (the “Airport”), a general aviation airport located in the City of Kissimmee, Osceola County, Florida; and

WHEREAS, the Developer is in the for-profit business of commercial real estate development and desires to develop and manage certain real property at the Airport; and

WHEREAS, the City owns and controls that certain real property located at the Airport consisting of approximately 119.9 acres of land on the southeast border of the Airport (the “Southeast Development Area”), as depicted on Exhibit “A” attached; and

WHEREAS, the Developer desires to plan, design, engineer, permit, and construct the horizontal improvements to support the future development of the Southeast Development Area (the “Horizontal Project”); and

WHEREAS, the Developer desires to market the Southeast Development Area to obtain long-term tenants producing revenue for both the Developer and the City (the “Marketing Project”); and

WHEREAS, the City and the Developer wish to utilize this MOU to set forth a framework to provide the Developer with an opportunity to obtain the necessary information and complete due diligence to allow the parties to fully negotiate a definitive ground lease agreement and any associated agreements or licenses necessary to support the Horizontal Project, subject to the terms herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereby agree as follows:

1. **Recitals**. The above recitals are true and correct and incorporated herein by this reference.
2. **Purpose**. The purpose of this MOU is to set up the terms and conditions by which the City and the Developer plan to coordinate efforts to obtain necessary information and due diligence to allow the parties to fully negotiate a ground lease and development agreement.
3. **Issues**. The parties agree to use good faith efforts to resolve the following issues in the following phases:

A. Due Diligence Phase.

1. On even date with the execution of this MOU the City shall provide a due diligence license to Developer to allow it access to the Southeast Development Area, including any areas required to investigate the access and utility infrastructure needed, to complete any due diligence Developer determines is necessary to determine whether its proposed Horizontal Project is feasible (the "Due Diligence License"). The Due Diligence License shall be for a term of one hundred eighty (180) days ("Due Diligence Term"), as set forth in Exhibit "B" attached hereto and incorporated herein. At the conclusion of the Due Diligence License, Developer shall provide the City a copy of any surveys, reports and studies conducted on the Southeast Development Area.

B. Site Plan and Horizontal Project Investigation Phase.

1. Horizontal Project Site Plan. The parties recognize that the Horizontal Project site plan will be the basis for all aspects of the negotiations. As such, the parties agree to work together to agree upon a conceptual Horizontal Project site plan which shall include at a minimum the proposed acreage of the project (including each subdivision of the project), the conceptual plan and layout of the Horizontal Project (which may include when above ground fuel tanks will be needed and their proposed location), the proposed heights of the buildings and any high mast lights, a conceptual plan of the Horizontal Project, Conceptual Utility Plan (defined below), Conceptual Stormwater Management Plan (defined below), Conceptual Mass Grading Plan (defined below) and the Conceptual Access Plan (defined below) (the "Site Plan"). The City will review said Site Plan and provide an initial round of comments to the Site Plan and the parties shall continue to work together to refine the Site Plan until such a time it is acceptable to both parties. The parties shall endeavor to agree upon the Site Plan within sixty (60) days prior to the expiration of the Due Diligence License.
2. Conceptual Access Plan. The parties shall work together in finalizing an access plan which is to include proposed roadway cross section; limits of said roadway construction, phasing of roadway construction, and identify all work to provide proper connectivity, all with the goal of minimal impacts to current Airport operations. (the "Access Plan"). Utilizing the Access Plan, the Parties shall determine the framework for necessary agreements to effectuate the Access Plan.
3. Utility Plan. Developer shall create a conceptual utility plan focused on identification of any off-site utilities that require upsizing or extension as well as preliminary conceptual plans for on-site utilities ("Utility Plan").
4. Stormwater Management Plan. Developer shall create a conceptual plan for stormwater management based on the general development assumptions in the overall conceptual Horizontal Project site plan ("Stormwater Management Plan").
5. Mass Grading Plan. Developer shall create a conceptual mass grading plan, which may include a phasing plan for the Southeast Development Area (the "Mass Grading Plan"). The Developer and the City shall cooperate in the creation of said Mass Grading Plan.

6. ROM Pricing. Upon agreement on the Site Plan, Developer shall undertake the necessary due diligence from a civil engineer or general contractor to obtain a rough order of magnitude (ROM) price.
7. Development Schedule. The Parties shall endeavor to create time frames for the design, engineering, permitting, and construction of the Horizontal Project infrastructure to support the Horizontal Project, including any phasing.
8. Marketing Plan. The Developer shall submit an initial marketing plan to the City within ninety (90) days of the expiration of the Due Diligence License for review and comment. The City shall provide any comments to the initial marketing plan provided by Developer within fourteen (14) days of receipt of the marketing plans. Failure to provide comment within said fourteen (14) day review window shall constitute acceptance of the marketing plan by the City. The Developer shall submit to the City the final marketing plan prior to the execution of the ground lease agreement (the "Marketing Plan").
9. City Approvals. The Horizontal Project is within the boundaries of the Airport property and therefore is subject to the City of Kissimmee planning processes, the Airport Minimum Standards, as well as all applicable Federal Aviation Administration ("FAA") rules and regulations. The parties will work together to define the necessary approvals and timelines for the City of Kissimmee process. The Developer acknowledges that the height of the Horizontal Project is limited by existing Part 77 airspace surfaces and will be required to obtain air space and land use approvals from the FAA for all development on the Southeast Development Area. The Developer understands and acknowledges that all development will be required to comply with the FAA required contract provisions, including, but not limited to, all sublease agreements.

C. Term Sheet Phase. In the event the Developer determines that the Horizontal Project is feasible, and the parties have agreed upon a conceptual Site Plan and Marketing Plan, the parties shall move to finalizing a Term Sheet to outline the ground lease and development agreement terms and identify any other necessary agreements.

1. Use. The parties shall define in sufficient detail the allowable uses at the Horizontal Project. Based on the proximity of the Premises to the airfield, the permitted use(s) will likely be limited to aeronautical use(s).
2. Premises. The parties shall define the final Premises.
3. Takedown Schedule. The parties shall define the timeline for the design, engineering, permitting, and construction of the Horizontal Project in phases as well as the procedures and timelines for final development parcels to be leased up.
4. Minimum Investment. the Parties shall negotiate the minimum investment for the overall project based on the ROM pricing for the Horizontal Project as well as the final development itself,
5. Term. Based on the minimum investment for the overall project, the parties shall negotiate the maximum base term of the Lease and the structure to obtain additional term for each final parcel. Developer shall have thirty-six (36) months to design, permit, engineer, and construct the Horizontal Project and twenty-four (24) months to initially market the overall project, and in accordance with the terms and

conditions of the ground lease and development agreement (the “Development Term”). The final term length for each parcel shall be dependent upon the actual investment made by the Developer or the proposed tenant in that specific parcel. The Development Term shall automatically be extended by an additional one (1) year for each completed portion of development for the Horizontal Project, until such time as all development has been completed, at which time the Development Term shall automatically terminate.

6. Ground Rent. The total annual ground rent shall be based on the Fair Market Value appraisal of the Southeast Development Area land in the “as is” “where is” condition without any improvements. The actual annual ground rent shall be adjusted to equal the final size of the Premises multiplied by the per square foot value.
7. Minimum Standards. The Horizontal Project is subject to the Minimum Service Standards for Aeronautical Service Operators at Kissimmee Gateway Airport, as amended from time to time. Each aeronautical use proposed for the Horizontal Project shall require an operating permit from the City prior to entering into any sublease agreement.
8. FAA Approval. In the event of a non-aeronautical lease, the parties acknowledge that any non-aeronautical use is subject to FAA consent pursuant to FAA Land Use Policy.
9. Vertiport. The parties shall also agree to terms relating to the takeback of one parcel for the development of a vertiport at the Airport.
10. Additional Terms:
 - i. Rent Commencement: Thirty-six (36) months from the Effective Date of the lease.
 - ii. Absolute Triple Net Lease. The Developer shall be responsible for maintenance, taxes, and insurance for the Premises.
 - iii. Environmental. The City shall provide a baseline environmental report at least sixty (60) days prior to the lease effective date. The baseline report will establish the environmental condition of the Southeast Development Area at the time of lease. Developer will be responsible for providing an exit environmental baseline report within sixty days of expiration of the lease. Any contamination identified on the exit baseline report not noted on the City baseline report will be the responsibility of Developer.
 - iv. Additional Terms to be included:
 - a) Surety Bonds (Statutorily required)
 - b) FAA Provisions.
 - c) Insurance.
 - d) Ground Rent Escalation.
 - e) Signage.
 - f) Deferred Maintenance/Inspection.
 - g) Disposition of improvements at expiration of lease.
 - h) Disclosure relating to non-binding term sheet.

4. **Effective Date.** The effective date of this MOU is the date that the last party executes this MOU.
5. **Agreement Term.** This MOU shall be in place for one (1) year from the Effective Date while the parties negotiate binding agreements resulting in the infrastructure and development set forth in Section 3. The City is not actively seeking other developers for the Southeast Development Area and its intent, as expressed in this MOU, is to negotiate binding agreements with Developer regarding the prospective use and development of the Southeast Development Area. However, in the event another developer provides a proposal, the City may negotiate with said developer.
6. **Liability.** This MOU is intended solely as a preliminary expression of general intentions and is to be used for discussion purposes only. The parties intend that neither shall have any contractual obligation to the other with respect to the matters referred herein unless and until a definitive lease agreement has been approved by the City at a publicly noticed meeting and been fully executed and delivered by the parties. The parties agree that this MOU is not intended to create any agreement or obligation by either party to negotiate a definitive lease agreement and imposes no duty whatsoever on either party to continue negotiations, including without limitations any obligation to negotiate in good faith or in any way other than at arm's length. Prior to delivery of a definitive executed lease agreement, and without any liability to the other party, either party may propose different terms from those summarized herein.
7. **Governing Law.** This MOU shall be construed in accordance with the laws of the State of Florida.
8. **Assignment.** Neither party may assign or transfer the responsibilities or agreement made herein without the express written approval of the other party.
9. **Compliance With Laws and Regulations.** Developer agrees to abide by applicable State and Federal laws, statutes, ordinances, rules, and regulations pertaining to the activities set forth in this MOU. Any material violation of said laws, statutes, ordinances, rules, or regulations shall constitute a material breach of this MOU.
10. **Clauses Required by State or Federal Law.**
 - A. **Scrutinized Companies Certification.** By signing this Agreement, Developer 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 Developer has submitted false certification, City shall provide Developer with written notice of its determination. Developer 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 constitutes a material breach of this Agreement, and City may terminate the Agreement at its sole discretion.

- B. **Discriminatory Vendor List.** Developer hereby acknowledges its continuous duty to disclose to City if Developer or any of its affiliates, as defined by Section 287.134(1)(a), Florida Statutes, are placed on the Discriminatory Vendor List. Pursuant to Section 287.134(2)(a), Florida Statutes: “An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.”
- C. **Foreign Gifts And Contracts.** Developer must comply with any applicable disclosure requirements in Section 286.101, Florida Statutes.
- D. **Social, Political, or Ideological Factors.** Pursuant to Section 287.05701, Florida Statutes, as may be amended, the City cannot give preference to the Contractor based on the Contractor’s social, political, or ideological interest.
- E. **Foreign Country of Concern.** Developer represents and warrants that it is not an entity that gives or will give access to an individual’s personal identifying information in violation of Section 287.138, Florida Statutes.
- F. **Public Entity Crimes.** Developer represents and warrants that it is not listed on the State of Florida’s convicted vendor listing established under the provisions of Section 287.133, Florida Statutes, whereby the State of Florida maintains a convicted vendor listing which excludes those listed suppliers from bid submittal for a period of thirty-six (36) months. Developer acknowledges the continuous duty to disclose to the City if Developer or any of its affiliates are placed on the convicted vendor list.
- G. **Antitrust Violations; Denial or Revocation.** Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the

State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Agreement, Developer certifies that neither it nor its affiliate(s) is 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.

11. **Entire Agreement.** This MOU contains the entire understanding between City and Developer with respect to the subject matter hereof and it supersedes all prior and contemporaneous agreements, dealings, and negotiations, either written or oral. Any additional or different terms in Contractor's documents are deemed to be material alterations and notice of objection to and rejection of them is hereby given

[Signature page to follow]

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding for the purpose herein expressed on the date hereinabove first shown.

CITY OF KISSIMMEE

Jackie Espinosa, Mayor-Commissioner

Attest:

City Clerk

Approved as to form & legality

City Attorney

**DEVELOPER
KISSIMMEE AIRPORT DEVELOPMENT
COMPANY, LLC**

By: Hector Lizasua
Print Name: Hector Lizasua
Title: CEO
Date: 10/22/2025

STATE OF FLORIDA)
COUNTY OF OSCEOLA)

I HEREBY CERTIFY that, on this 22 day of October, 2025, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Hector Lizasua of KISSIMMEE AIRPORT DEVELOPMENT COMPANY, LLC, a corporation organized under the laws of the State of Florida, who acknowledged before me that he executed the forgoing instrument as officer in the name and on behalf of the corporation, who is personally known to me, or has produced his/her driver's license, or his _____ as identification, and did/did not take an oath.

Darlene Roucoulet
Notary Public, State of Florida

Notary Seal:

[

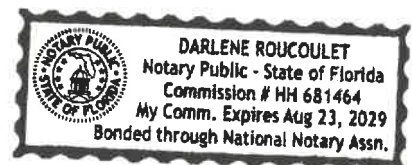


EXHIBIT "A"

[Southeast Development Area]



EXHIBIT “B”

Due Diligence License

PROPERTY ACCESS LICENSE AGREEMENT

This PROPERTY ACCESS LICENSE AGREEMENT (“License”) is made and entered into as of the Effective Date (as defined below) by and between **THE CITY OF KISSIMMEE**, a public subdivision of the State of Florida (the “CITY”), and _____ whose address is _____ (“LICENSEE”).

RECITALS

WHEREAS, CITY controls and operates certain property situated in Kissimmee, Florida, as more particularly known as the Kissimmee Gateway Airport (the “Airport”); and

WHEREAS, LICENSEE and CITY are currently negotiating a term sheet and ground lease for a development; and

WHEREAS, LICENSEE has requested access to conduct certain due diligence over the proposed lease location, as depicted in red on Exhibit “A” attached hereto and incorporated herein by reference (the “Property”); and

WHEREAS, the parties hereby acknowledge and agree that this License shall be effective as of the last date on which the CITY or LICENSEE executes this License (“Effective Date”).

W I T N E S S E T H

In consideration of the mutual covenants and agreements herein set forth, CITY and LICENSEE agree, and covenant as follows.

CITY, subject to the terms and conditions set forth herein, hereby grants the right and license to LICENSEE and its employees, contractors, subcontractors and agents (herein collectively also known as “LICENSEE”) to enter upon the Property in connection with the work it is doing for due diligence ins support of its ground lease negotiations to include survey, Geotech, and environmental analysis, in accordance with all laws, codes, ordinances and all rules and regulations and requirements of authorities having jurisdiction over the Property (the “License”).

LICENSEE shall not unreasonably disturb any CITY operations on the Property or property adjoining the Property or damage any improvements which may be located on the Property or property adjoining the Property. LICENSEE shall not permit the filing of any liens against the Property in connection with its activities contemplated herein. In the event a claim of lien is filed against the Property as a result of the work by or on behalf of LICENSEE, or as a result of other actions or omissions of LICENSEE, then LICENSEE shall cause such lien to be satisfied or transferred to bond so as no longer to be a lien against the Property within ten (10) days after the LICENSEE received notice from the CITY that the claim of lien has been filed. LICENSEE shall maintain worker’s compensation coverage with Florida’s statutory limit, commercial general

liability (CGL) insurance with a minimum coverage of \$1,000,000, and commercial auto liability (CAL) insurance with a minimum of \$100,000 per incident/\$300,000 aggregate, which shall be maintained in accordance with CITY's Risk Management/Safety policies and procedures contained in the CITY's Policy and Procedure Manual, and shall be maintained with insurance companies that are insurers of internationally recognized reputation in the aviation market. LICENSEE's liability insurance shall name the CITY as an additional insured by endorsement to the CGL and CAL policies. LICENSEE shall cause its contractors, subcontractors, agents, licensees and permittees accessing the Property to maintain insurance coverage in accordance with CITY's Risk Management/Safety policies and procedures contained in the CITY's Policy and Procedure Manual. Deductibles and/or self-insured retentions shall not exceed \$10,000. If the deductible is of "First Dollar Coverage Type" (paid by the insurer first) then a higher deductible may be used. LICENSEE shall furnish evidence of such insurance coverage prior to any contractor, subcontractor, agent, licensee or permittee of LICENSEE entering upon the Property.

CITY makes no warranty or representation whatsoever as to the condition of the Property or any improvements which may be located thereon. LICENSEE's entry upon the Property shall be at LICENSEE's sole risk and expense, and the CITY shall assume no liability for such entry. LICENSEE hereby agrees that CITY assumes no responsibility whatsoever for injury to persons entering the Property, or damage to property brought in, or upon, the Property. LICENSEE specifically indemnifies and holds harmless CITY, the City of Kissimmee, and their respective members, directors, officers, employees and representatives from and against any and all claims, damages, actions, judgments, losses, liabilities, liens, costs or expenses of any nature (including without limitations costs, expenses, attorneys' and paralegals' fees) arising out of or in any way connected with LICENSEE's entry upon the Property and performance of any work on the Property by or on behalf of LICENSEE, except to the extent caused by the willful misconduct or gross negligence of CITY or the City of Kissimmee.

The License granted hereby shall expire one hundred eight (180) days from the Effective Date hereof. This License agreement and the attendant privileges granted hereby may be revoked at any time by the CITY upon written notice to LICENSEE; provided, however, that LICENSEE's obligations to indemnify CITY as set forth herein shall survive such revocation. Upon termination or expiration this License agreement, LICENSEE, at its sole cost and expense, shall vacate the Property and promptly remove any and all property placed thereon by or on behalf of LICENSEE and restore any damage or disturbance to the Property caused by LICENSEE, provided however, that LICENSEE shall have no obligation to remove any improvements placed or installed on the Property by LICENSEE with approval of the CITY.

This License may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same agreement. This License contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. No amendment to this License shall be binding upon any of the parties hereto unless such amendment is in writing and executed by CITY and LICENSEE. The provisions of this License shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, personal representatives, successors and assigns. Time is of the essence of this License. Wherever under the terms and provisions of this License the time for performance falls upon a Saturday, Sunday, or legal

holiday, such time for performance shall be extended to the next business day. This License shall be interpreted under the laws of the State of Florida. The undersigned officer of LICENSEE hereby warrants and certifies to CITY that LICENSEE is a corporation in good standing and is authorized to do business in the State of Florida. The undersigned officer of LICENSEE hereby further warrants and certifies to CITY that he or she, as such officer, is authorized and empowered to bind the corporation to the terms of this License by his or her signature thereto.

In acknowledgement and acceptance of the terms and conditions herein, the parties hereto have caused this License agreement to be executed as of the date set forth hereinbelow.

CITY OF KISSIMMEE

ATTEST:

By: _____
Print Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Date: _____, 2025

[Official Seal]

LICENSEE

By: Hector Lizasua
Print Name: Hector Lizasua
Title: CEO
Date: 10/22/2025

STATE OF FLORIDA)
COUNTY OF OSCEOLA)

I HEREBY CERTIFY that, on this 22 day of October, 2025, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Hector Lizasua of Kissimmee Airport Development Co. LLC, a corporation organized under the laws of the State of Florida, who acknowledged before me that he executed the forgoing instrument as officer in the name and on behalf of the corporation, who is personally known to me, or has produced his/her driver's license, or his _____ as identification, and did/did not take an oath.

Darlene Roucoulet
Notary Public, State of Florida

Notary Seal:

