



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

1. MEETING CALLED TO ORDER

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

3. PROCLAMATIONS AND SPECIAL PRESENTATIONS

3.A Proclamation - Community Risk Reduction Week

3.B Employee of the Month for January

3.C Presentation of Eric Gentry's Retirement Watch

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

4.A Public Hearing - Final Reading - Proposed Ordinance #25-17 — Amending the Zoning Map designation from Mixed-Use Center (T5-M) to Waterfront (T6): 201 E. Dakin St. Rezoning - ZMA-25-0007

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

4.B Public Hearing - Second and Final Reading - Proposed Ordinance # 25-21 - Land Development Code Text Amendment (Chapter 14-2: Terms Defined and Chapter 14-11: Signs)

AN ORDINANCE AMENDING THE CODE OF THE CITY OF KISSIMMEE, FLORIDA CODE OF ORDINANCES TITLES; REORGANIZING AND UPDATING CHAPTER 14-11 SIGNS; UPDATING SIGNAGE DEFINITIONS IN CHAPTER 14-2; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE

5. PUBLIC HEARINGS

5.A Public Hearing - Pain Management License for Pharm Aid Pharmacy

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 HOME Program Agreement Between the City of Kissimmee and Simpson Crossings, LTD.

7.B Adoption by Resolution of the Development Review fees

- 7.C Renewal of Contract between the City of Kissimmee, Downtown Kissimmee Community Redevelopment Agency, Vine Street Community Redevelopment Agency, and Freebee
- 7.D Land and Water Conservation Fund Program (LWCF) Grant for Lancaster Ranch Park
- 7.E First Extension of the Agreements for Water Quality Analysis & Testing Services
- 7.F Architectural Services for the Mill Run Park Fire Station
- 7.G Update Drawings for the Berlinsky Community House Project

8. DISCUSSION ITEMS

CITY COMMISSION RECESSES AND CONVENES AS THE COMMUNITY REDEVELOPMENT AGENCY BOARD

- 8.A (DKCRA) Downtown Kissimmee CRA Logo Design Public Survey Results
- 8.B (DKCRA) Renewal of Contract between the City of Kissimmee, Downtown Kissimmee Community Redevelopment Agency, Vine Street Community Redevelopment Agency, and Freebee
- 8.C (VSCRA) Renewal of Contract between the City of Kissimmee, Downtown Kissimmee Community Redevelopment Agency, Vine Street Community Redevelopment Agency, and Freebee

COMMUNITY REDEVELOPMENT AGENCY BOARD ADJOURNS AND RECONVENES AS THE CITY COMMISSION

- 8.D Advisory Board Vacancy: Affordable Housing Advisory Committee

9. HEAR CITY OFFICIALS

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

10. ADJOURNMENT

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

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

ITEM 3.A

Proclamation - Community Risk Reduction Week

Request

To present a proclamation recognizing Community Risk Reduction Week, highlighting the City's commitment to public safety, community preparedness, and risk reduction initiatives in partnership with our Fire Department.

Explanation

N/A

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):

1. Community Risk Reduction Week Proclamation

Proclamation



COMMUNITY RISK REDUCTION WEEK

WHEREAS, Community Risk Reduction is a data-driven process to identify and prioritize local risks, followed by coordinated efforts to reduce their occurrence, impact, and severity through education, engineering, enforcement, emergency response, and economic incentives; and

WHEREAS, Community Risk Reduction Week is recognized annually to support and highlight the life-saving efforts of fire departments, other public safety agencies, and community organizations committed to reducing preventable injuries and deaths; and

WHEREAS, public education is the foundation of community safety, empowering residents with the knowledge and tools necessary to prevent emergencies and protect themselves, their families, and neighbors; and

WHEREAS, fire prevention efforts- include smoke alarm installations, home safety checks, fire extinguisher training, and evacuating planning- significantly reduce the number of residential fire injuries and fatalities; and

WHEREAS, emergency response personnel provide critical services during times of crisis and also serve as educators, mentors, and advocates for prevention-based programs that address community vulnerabilities before emergencies occur; and

WHEREAS, child passenger safety is vital to protecting our youngest citizens, and ensuring proper car seat use and installation through certified inspection programs greatly decreases the risk of injury or death in motor vehicle crashes; and

WHEREAS, the opioid epidemic continues to devastate families and communities across the nation, and overdose prevention is a critical component of Community Risk Reduction, with harm reduction strategies, access to naloxone (Narcan), substance use education, and community outreach playing a vital role in saving lives; and

WHEREAS, Community Risk Reduction Week provides an opportunity to raise awareness, promote collaborative prevention efforts, and engage all community members in building a safer, healthier, and more resilient future; and

NOW, THEREFORE, we, the City Commission for the City of Kissimmee do hereby proclaim the week of January 19th to January 25th, 2026, as "**Community Risk Reduction Week**" in the City of Kissimmee.

IN WITNESS, THEREOF, this is signed this 6th day of January, 2026.


CITY MANAGER


MAYOR-COMMISSIONER



ITEM 3.B

Employee of the Month for January

Request

Staff requests that the City Commission join the City Manager in recognizing Daniel Brady of the Airport Department as the Employee of the Month for January.

Explanation

The City is pleased to announce that Daniel Brady, a dedicated Operations Coordinator II with the Airport Department, has been named Employee of the Month for January. Daniel began his career with the City of Kissimmee two years ago and has consistently demonstrated exceptional dedication and commitment to his work in a remarkably short period of time.

Daniel is well known for his responsibilities on the airfield, where ensuring safety for the aviation community is always a top priority. He also maintains the surrounding airport grounds, ensuring that the airfield perimeter remains secure. Daniel has been observed stopping traffic to remove trash from roadways, sweeping broken glass, and reporting oversized illegal dumping of tires, furniture, trash, and other debris around airport property—often going above and beyond his assigned duties.

Daniel's customer service skills are exemplary, whether assisting with phone calls in the office or interacting face-to-face with airport visitors. He is friendly, consistently arrives with a smile, and offers a warm and positive greeting to his teammates.

In addition, Daniel has assisted with administrative duties in the office and has taken on the responsibility of verifying aircraft issues within the FAA database to correct and resolve several questionable aircraft base conflicts. He has also made time in his busy schedule to help meet important deadlines outside his regular duties.

Daniel exemplifies the dedication and commitment of our outstanding employees who go above and beyond to serve our community. The City is proud to recognize Daniel for his exceptional service and dedication.

Department: Human Resources & Risk Management

Presenter: Mike Steigerwald

Attachment(s):

None

ITEM 3.C

Presentation of Eric Gentry's Retirement Watch

Request

Staff requests that Eric Gentry be presented with his retirement watch in recognition of his 24+ years of dedicated service to the City of Kissimmee.

Explanation

The City of Kissimmee is proud to present Eric Gentry with his retirement watch in recognition of more than 24 years of dedicated service to the Fire Department and our city. While we are always grateful for the opportunity to celebrate the retirement of long-serving employees, Eric is truly one of those rare individuals you wish would work forever. Words like dedicated, enthusiastic, devoted, and driven don't seem strong enough when describing Eric throughout his career.

Eric began his journey with the Fire Department as an EMT and steadily worked his way through every rank, ultimately serving as Battalion Chief of EMS and Safety. It is in this role that he made a lasting and meaningful difference—one that will continue to be felt across the city for years to come. Through his leadership, Eric implemented numerous programs that enhanced the quality of life for both our citizens and our firefighters.

As we wish Eric and his wife, Theresa, a long, happy, and well-deserved retirement, we want him to know how deeply grateful we are for all he has done. The City of Kissimmee truly is a better place because Eric Gentry worked here. Eric's contributions, his legacy, and, of course, that great laugh will not be forgotten.

Department: Fire
Presenter: Mike Steigerwald

Attachment(s):

None

ITEM 4.A

Public Hearing - Final Reading - Proposed Ordinance #25-17 — Amending the Zoning Map designation from Mixed-Use Center (T5-M) to Waterfront (T6): 201 E. Dakin St. Rezoning - ZMA-25-0007

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

Request

Request approval of a Zoning Map Amendment to change the Zoning Map designation from Mixed-Use Center (T5-M) to Waterfront (T6) on approximately 13.62 acres of land on Parcel ID: 22-25-29-1591-0001-0030.

Explanation

In 2022, this parcel was rezoned from Open Space (OS) to Mixed-Use Center (T5-M) to bring it into the Form-based Code adopted in 2020 within the Downtown Community Redevelopment Area (CRA) District. This parcel is currently home to the County's Library, the Kissimmee Intermodal (Sunrail) Parking Garage and the City's Civic Center. The Library and Civic Center were built in 1991 and the Sunrail Parking Garage in 2015. Currently, this parcel is planned for redevelopment to build a hotel and new convention center.

This Zoning Map Amendment (ZMA) will provide consistency and compatibility with the parcel's Mixed-Use Downtown District (MU-D) Future Land Use designations. The intent of the Downtown Community Redevelopment Area is to restore the historic center of Kissimmee. The Downtown area is an activity hub anchored by government centers, retail and business districts, and quiet residential streets with restored structures. The Waterfront Zoning (T6) is intended to maximize vibrancy and walkability within and near the park. This zone permits the greatest intensity and mix of uses with buildings close to the sidewalk, plentiful shade for pedestrians, and parking lots screened from view. Building heights are permitted to be tallest here, to create landmark defining features and to create a sense of enclosure for the park. (Land Development Code Section 14-5-4(G)).

FINDINGS AND REASONS

1. Compliance with Comprehensive Plan Future Land Use Policy 1.2.9.2, Mixed-Use – Downtown (MU-D), which is intended to restore the historic center of Kissimmee. The Downtown Mixed-Use (MU-D) designation on the Future Land Use Map is intended to mirror the sub-areas outlined in the Strategic Investment Map in the Downtown Kissimmee Community Redevelopment Area Plan Update (September, 2012). The Downtown area is an activity hub anchored by government centers, retail and business districts, and quiet residential streets with restored structures. The City shall apply mixed-use future land use categories to the Downtown in sub-areas to achieve a greater specificity of redevelopment character commensurate with the adopted Downtown Kissimmee Community Redevelopment Area Plan Update (September, 2012).
2. Compliance with Land Development Code Section 14-3-27, Zoning Map and Land Development Code Amendments, in regards to the submittal and review procedures and criteria to support an amendment.
3. Compliance with Land Development Code Section 14-5-4(G), the Waterfront (T6) Zoning District which is intended to maximize vibrancy and walkability within and near the park, this

City of Kissimmee

zone permits the greatest intensity and mix of uses with buildings close to the sidewalk, plentiful shade for pedestrians, and parking lots screened from view. Building heights are permitted to be tallest here, to create landmark defining features and to create a sense of enclosure for the park.

Recommendation

The Development Review Committee (DRC) recommended approval on August 19, 2025.

The Planning Advisory Board recommended approval by a vote of 3-1 on November 5, 2025.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services

Presenter: Ryan Altizer

Attachment(s):

1. ZMA-25-0007 Aerial Map
2. ZMA-25-0007 Vicinity Map
3. ZMA-25-0007 Site Data Table
4. (S) ZMA-25-0007 201 E Dakin St Proposed Ord 25-17
5. ZMA-25-0007 CC Ad
6. ZMA-25-0007 DRC Comments
7. ZMA-25-0007 Supporting Documents

ZMA-25-0007
201 E. Dakin St. Rezoning
Parcel ID: 22-25-29-1591-0001-0030

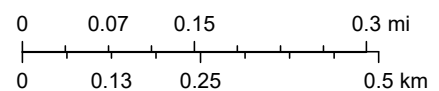


September 25, 2025

1:12,037

-  Parcels
-  Road Centerlines
- City Limits
-  CITY
-  COUNTY
- World Imagery

- Low Resolution 15m Imagery
- High Resolution 60cm Imagery
- High Resolution 30cm Imagery
- Citations
- 2.4m Resolution Metadata



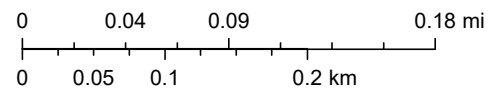
State of Florida

ZMA-25-0007
201 E Dakin St. Rezoning
Parcel ID: 22-25-29-1591-0001-0030



September 25, 2025

1:6,019



Legend

City Limits	IB (Industrial Business)	RE (Residential Estate)
Zoning District	MH (Mobile Home 6,000 sqft)	RPB (Residential Professional Business)
AC (Agricultural Conservation)	MHP (Mobile Home Park)	RPUD (Residential Planned Unit Development)
AI (Airport Industrial)	MUPUD (Mixed Use Planned Unit Development)	SRPUD (Short Term Rental Planned Unit Development)
AO (Airport Operations)	OS (Open Space)	UT (Utilities)
B-2 (Neighborhood Commercial)	RA-1 (Single Family Residential)	SD (Special District)
B-3 (General Commercial)	RA-2 (Single Family Residential)	T1 (Natural)
B-5 (Office Commercial)	RA-3 (Single Family Residential)	T3 (Edge)
BP (Business Park)	RA-4 (Single Family Residential)	T4-O (Neighborhood Open)
CF (Community Facility)	RB-1 (Medium Density Residential)	T4-R (Neighborhood Restricted)
HC (Highway Commercial)	RB-2 (Medium Density Residential - Office)	T5-M (Mixed-Use Center)
HF (Hospital Facility)	RC-1 (Multiple Family Medium Density Residential)	T5-U (Mixed-Use Urban Core)
	RC-2 (Multiple Family High Density Residential)	T6 (Waterfront)

201 E. Dakin St. Zoning Map Amendment, ZMA-25-0007
Parcel ID #22-25-29-1591-0001-0030; 201 E. Dakin St.
Site Data Tables

Site Data	
Size	+/- 13.62 acres
Future Land Use Designation	Mixed-Use Downtown (MU-D)
Proposed Future Land Use Designation	N/A
Zoning District Designation	Mixed-Use Center (T5-M)
Proposed Zoning District Designation	Waterfront (T6)
Existing Overlay District	Downtown Community Redevelopment Area (CRA) District and the Multimodal Transportation District (MMTD)
Existing Use(s)	Convention Center, Library and a Parking Garage
Proposed Use(s)	Hotel, Convention Center, Library and a Parking Garage
Adjacent Land Use	
North	Mixed-Use Downtown (MU-D)
South	Mixed-Use Downtown (MU-D)
East	Mixed-Use Downtown (MU-D)
West	Mixed-Use Downtown (MU-D)
Adjacent Zoning	
North	Waterfront (T6)
South	Edge (T3)
East	Edge (T3), Mixed-Use Center (T5-M)
West	Edge (T3), Open Space (OS)
Zoning History	In 2022, this parcel had a zoning of Open Space (OS) and was rezoned to Mixed-Use Center (T5-M) to bring it into the form-based code within the Downtown Community Redevelopment Area (CRA) District.
Past/Current Project Tracking	N/A

Comprehensive Plan Summary
Policy 1.2.9.2: Mixed-Use – Downtown (MU-D): The intent of the Downtown Community Redevelopment Area is to restore the historic center of Kissimmee. The Community Redevelopment Agency’s Downtown Kissimmee Community Redevelopment Area Plan Update (September, 2012) provides for development and redevelopment plans in that core area. The Downtown Mixed-Use (MU-D) designation on the Future Land Use Map is intended to mirror the sub-areas outlined in the Strategic Investment Map in the Downtown Kissimmee Community Redevelopment Area Plan Update (September, 2012). The Downtown area is an activity hub anchored by government centers, retail and business districts, and quiet residential streets with restored structures. The City shall apply mixed-use future land use categories to the Downtown in sub-areas to achieve a greater specificity of redevelopment character commensurate with the adopted Downtown Kissimmee Community Redevelopment Area Plan Update (September, 2012).

Potential Zoning Districts	Form-based Districts: T-3, T4-R, T4-O, T5-M, T6 and SD
	Planned Unit Development District – MUPUD, RPUD, SRPUD, PUD

<i>Zoning District Standards District Summary</i>
Land Development Code Section 14-5-4(G), T6, Waterfront. This zone is primarily located along Lakefront Park. Priority is placed here on optimizing the physical characteristics of the built environment to maximize the benefits afforded by the park. To maximize vibrancy and walkability within and near the park, this zone permits the greatest intensity and mix of uses with buildings close to the sidewalk, plentiful shade for pedestrians, and parking lots screened from view. Building heights are permitted to be tallest here, to create landmark defining features and to create a sense of enclosure for the park.

<i>Comprehensive Plan Future Land Use & Zoning Comparisons</i>		
	<i>Existing Future Land Use & Zoning</i>	<i>Requested Future Land Use & Zoning</i>
Uses	Mixed-Use Downtown (MU-D): Moderate Density and Downtown Transit Station Area	Mixed-Use Downtown (MU-D): Moderate Density and Downtown Transit Station Area
	Mixed-Use Center (T5-M)	Waterfront (T6)
	Convention Center, Library and a Parking Garage	Hotel, Convention Center, Library and a Parking Garage

<i>Public Facilities Analysis</i>	
Transportation	
Adjacent street	Monument Street
Street Quality of Service (QOS)	N/A – Compliance
Sanitary Sewer	
Is volume less than 98% capacity?	N/A – Compliance
Potable Water	
Is volume less than 98% capacity?	N/A – Compliance
Is water pressure at least 40lbs per square inch?	N/A – Compliance
Solid Waste	
Is volume less than 5.1lbs per person per calendar day?	N/A – Compliance
Recreation	
Is active recreation area at least 2 acres per 1,000 population?	N/A – Compliance
Is urban open space area at least 2 acres per 1,000 population?	N/A – Compliance
Is total recreation area at least 4 acres	N/A – Compliance

per 1,000 population?	
Drainage	
Is off-site discharge; runoff velocities; roadway drainage; pavement; retention; and flood storage LOS standards met?	N/A- Compliance

PROPOSED ORDINANCE NO. 25-17
ORDINANCE NO. _____

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

BE IT ORDAINED BY THE CITY COMMISSION THAT ORDINANCE NO. 3110 KNOWN AS THE CITY OF KISSIMMEE LAND DEVELOPMENT CODE IS HEREBY AMENDED TO READ AS FOLLOWS:

WHEREAS, the subject proposal incorporates one (1) parcel generally located at or near, 201 E Dakin St within the City of Kissimmee, Florida, containing approximately 13.62 acres of land; and

WHEREAS, the subject property, is presently designated as (T5-M) Mixed-Use Center with a Future Land Use of (MU-D) Mixed-Use Downtown Overlay District; and

WHEREAS, the proposed zoning map amendment (rezoning) is in compliance with Comprehensive Plan Future Land Use Policy 1.2.9.2; and

WHEREAS, the proposed rezoning is consistent with the City's Comprehensive Land Development Plan, and is generally consistent with the purpose and intent of the Land Development Code; and

WHEREAS, the proposed rezoning amendment is compatible with adjacent zoning districts and promotes the public health, safety and welfare as required by the City Code 14-3-27.C; and

WHEREAS, the Planning Advisory Board, sitting as the Local Planning Agency as required by Fla. Stat. § 163.3147, reviewed the application at its November 5, 2025, after proper notice and hearing.

SECTION 1. Ordinance No. 3110, known as the City of Kissimmee Land Development Code, is hereby amended so as to rezone the following described properties to-wit:

FROM: T5-M (Mixed Use Center) – City

TO: T6 (Waterfront) – City

The subject property is located at: Parcel IDs: 22-25-29-1591-0001-0030

Legal Description:

LAKEFRONT COMPLEX PB 21 PG 152 LOTS 2 & 3 LESS COM AT PT ON INTER OF NLY LINE OF LAKESHORE BLVD & WLY LINE OF LOT 3, N46-39-56W 335.86 FT, S43-20-04W 4 FT TO POB; CONT S43-20-04W 66 FT, N46-39-56W 21.55 FT, N48-39-18E 66.16 FT, S47-09-44E 15.41 FT TO POB

A map of the area is included with this ordinance.

SECTION 2. Upon the effective date of this ordinance, the City Manager shall promptly cause the rezoning as provided in Section 1 herein to be entered onto the official zoning map of the City of Kissimmee.

SECTION 3. Except as hereby amended said City of Kissimmee Land Development Code Ordinance No. 3109 as heretofore amended shall remain in full force and effect.

SECTION 4. This Ordinance shall take effect 10 days after its passage.

BE IT ORDAINED, by the City Commission of the City of Kissimmee, this **6th** day of **January**, 20**26**.

Mayor - Commissioner

ATTEST:

City Clerk

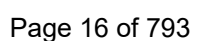
Approved as to form and legality:

City Attorney

Zoning District

- AC (Agricultural Conservation)
- AI (Airport Industrial)
- AO (Airport Operations)
- R-2 (Neighborhood Commercial)
- R-3 (General Commercial)
- R-5 (Office Commercial)
- BP (Business Park)
- CP (Community Facility)
- HC (Highway Commercial)
- MF (Mixed Residential)

88 (Scholarly Activity)	89 (Residential Index)
90 (Public Home, 1,000 sq ft)	91SD (Standard Professional Student)
92 (Movie Home Index)	92SD (Standard Professional Student Development)
93 (Public Home Index)	93SD (Standard Professional Student Development)
94 (Open Space)	94 (Open Space)
95 (Single Family, Leader 80)	95 (Single Family, Leader 80)
96 (Single Family, Leader 80)	96 (Single Family, Leader 80)
97 (Single Family, Leader 80)	97 (Single Family, Leader 80)
98 (Single Family, Leader 80)	98 (Single Family, Leader 80)
99 (Medium Density Residential)	99 (Medium Density Residential)
100 (Medium Density Residential - Office)	100 (Medium Density Residential - Office)
101 (Multiple Family Medium Density Residential)	101 (Multiple Family Medium Density Residential)
102 (Multiple Family High Density Residential)	102 (Multiple Family High Density Residential)
	103 (Residential Index)
	104 (Residential Index)
	105 (Residential Index)
	106 (Residential Index)
	107 (Residential Index)
	108 (Residential Index)
	109 (Residential Index)
	110 (Residential Index)
	111 (Residential Index)
	112 (Residential Index)
	113 (Residential Index)
	114 (Residential Index)
	115 (Residential Index)
	116 (Residential Index)
	117 (Residential Index)
	118 (Residential Index)
	119 (Residential Index)
	120 (Residential Index)
	121 (Residential Index)
	122 (Residential Index)
	123 (Residential Index)
	124 (Residential Index)
	125 (Residential Index)
	126 (Residential Index)
	127 (Residential Index)
	128 (Residential Index)
	129 (Residential Index)
	130 (Residential Index)
	131 (Residential Index)
	132 (Residential Index)
	133 (Residential Index)
	134 (Residential Index)
	135 (Residential Index)
	136 (Residential Index)
	137 (Residential Index)
	138 (Residential Index)
	139 (Residential Index)
	140 (Residential Index)
	141 (Residential Index)
	142 (Residential Index)
	143 (Residential Index)
	144 (Residential Index)
	145 (Residential Index)
	146 (Residential Index)
	147 (Residential Index)
	148 (Residential Index)
	149 (Residential Index)
	150 (Residential Index)
	151 (Residential Index)
	152 (Residential Index)
	153 (Residential Index)
	154 (Residential Index)
	155 (Residential Index)
	156 (Residential Index)
	157 (Residential Index)
	158 (Residential Index)
	159 (Residential Index)
	160 (Residential Index)
	161 (Residential Index)
	162 (Residential Index)
	163 (Residential Index)
	164 (Residential Index)
	165 (Residential Index)
	166 (Residential Index)
	167 (Residential Index)
	168 (Residential Index)
	169 (Residential Index)
	170 (Residential Index)
	171 (Residential Index)
	172 (Residential Index)
	173 (Residential Index)
	174 (Residential Index)
	175 (Residential Index)
	176 (Residential Index)
	177 (Residential Index)
	178 (Residential Index)
	179 (Residential Index)
	180 (Residential Index)
	181 (Residential Index)
	182 (Residential Index)
	183 (Residential Index)
	184 (Residential Index)
	185 (Residential Index)
	186 (Residential Index)
	187 (Residential Index)
	188 (Residential Index)
	189 (Residential Index)
	190 (Residential Index)
	191 (Residential Index)
	192 (Residential Index)
	193 (Residential Index)
	194 (Residential Index)
	195 (Residential Index)
	196 (Residential Index)
	197 (Residential Index)
	198 (Residential Index)
	199 (Residential Index)
	200 (Residential Index)



Page 17 of 793



THE FOLLOWING SHALL BE USED AS AN ADDENDUM TO ANY PLAN, FILE, OR OTHER DOCUMENT REVIEWED IN ENERGОВ & BLUEBEAM

**ADDRESS: 201 E Dakin Ave.
PERMIT NUMBER: ZMA-25-0007
PROJECT NAME: Azure Development (Civic Center)
REVIEW VERSION NUMBER: V.1**

DATE: 9/10/2025

**Review Status:
APPROVED WITH CONDITIONS.**

PLANNING DIVISION - Ryan Altizer - 407.518.2107 – Ryan.Altizer@kissimmee.gov

Comments/Conditions:

1. The proposed Zoning of Waterfront, T6, is compatible with the existing Future Land Use Mixed-Use: Downtown, MU-D.

If you have any questions regarding the comments/conditions above, please use the contact information provided.

Please login to the Citizen Self Service portal at www.kissimmee.gov.energov to upload a response to comments.

Additional comments may be forthcoming as a result of revisions to the plans, any new changes in the information provided, future plan review up to plan approval and permitting and/or with submittal of supporting documentation. When submitting, please provide a response to comments outlining where and how the comments have been addressed.

Date: 08/19/2025

Shaun Koffinas - 911Addressing

Studio Session 08-19-2025

ZMA-25-0007, 201 E Dakin Ave, City of Kissimmee, Session# 969-098-904

General Comments

1. Compliance – Compliant. No comments.



THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA
PLANNING SERVICES DEPARTMENT
SCHOOL CAPACITY REPORT

SDOC#: 2025/26-0025

DRC#: ZMA-25-0007

Current FLU: MU-D

Requested FLU: N/A

PROJECT NAME: Kissimmee Civic Center

Current Zoning: T5-M

PROJECT LOCATION: 201,205,211 Dakin Ave. & 430 Lakeshore Blvd.

Requested Zoning: T6

COMMENTS DUE DATE: 9.10.25

PID: 22-25-29-1591-0001-0030++

This zoning amendment application has no impact on public school capacity.



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

www.property-appraiser.org
Osceola County Government Center
2505 East Irlo Bronson Memorial Hwy, Kissimmee, FL 34744
Ph:(407) 742-5000 Fax:(407) 742-4900

Owner Information

Parcel ID: 22-25-29-1591-0001-0030
Owner(S): CITY OF KISSIMMEE
Mailing Address: 101 CHURCH ST KISSIMMEE FL 34741
Property Address: 201 E DAKIN AVE KISSIMMEE FL 34741
Primary Use: MUNICIPAL-IMP (Code: 8911)
Tax District: 200 - KISSIMMEE

Legal Description

Legal Description: LAKEFRONT COMPLEX PB 21 PG 152 LOTS 2 & 3 LESS COM AT PT ON INTER OF NLY LINE OF LAKESHORE BLVD & WLY LINE OF LOT 3, N46-39-56W 335.86 FT, S43-20-04W 4 FT TO POB; CONT S43-20-04W 66 FT, N46-39-56W 21.55 FT, N48-39-18E 66.16 FT, S47-09-44E 15.41 FT TO POB

Land (Total Records: 2) Total Acres: 13.62

Land	Units	Unit Type	Depth	Value
COMMERCIAL SF	SF	177724.8	0	\$287,914
COMMERCIAL AC	AC	9.54	0	\$1,442,448

Property Values (Total Records: 5)

Values Shown Below Represents Working Appraised Values As Of 08/06/2025, Which Are Subject To Change Prior To Certification

Tax Year	Land	+ Building(S)	+ Feature(S)	= Market	Assessed	- Exemption	= Taxable
2025	\$1,730,300	\$12,329,300	\$140,200	\$14,199,800	\$14,199,800	\$14,199,800	\$0

Values Shown Below Represents Certified Values That Appeared On The Tax Roll As Of 10/04/2024

Tax Year	Land	+ Building(S)	+ Feature(S)	= Market	Assessed	- Exemption	= Taxable
2024	\$1,730,300	\$12,499,000	\$145,000	\$14,374,300	\$14,374,300	\$14,374,300	\$0

Values Shown Below Represents Historic Values

Tax Year	Land	+ Building(S)	+ Feature(S)	= Market	Assessed	- Exemption	= Taxable
2023	\$1,586,100	\$12,519,000	\$150,100	\$14,255,200	\$14,255,200	\$14,255,200	\$0
2022	\$1,321,700	\$12,265,800	\$155,000	\$13,742,500	\$13,742,500	\$13,742,500	\$0
2021	\$1,101,400	\$12,004,600	\$160,200	\$13,266,200	\$13,266,200	\$13,266,200	\$0

Exemptions (Total Exemption: \$14,199,800)

Exemption Type	Year Applied	Name(S)	Amount
CITY	0		\$14199800

Parcel Sales History

No Records To Display.

Sales In Subdivision Within Last 1 Year (Total Records: 0)

No Records To Display.

Buildings Information										
Building - 1										
Description	Yr Built	Bldg Value	Bldg SqFt	Heated SqFt	Beds	Baths	Half Baths	Roof	Exterior Wall	
PUBLIC	1994	\$3,093,975	41,552	38,984	-	-	-	BAR JOIST/RIGID FRAME	CONCRETE BLOCK STUCCO	
Sub Areas - 1										
Code	Description							Year	Area	
BAS	BASE AREA							1994	38,984	
MZL	MEZZANINE LOW							1994	4,840	
MZL	MEZZANINE LOW							1994	3,760	
CAN	CANOPY							1994	2,048	
OPU	OPEN PORCH UNFINISHED							1994	520	
DUU	DETACHED UTILITY UNFINISHED							1994	288	
Building - 2										
Description	Yr Built	Bldg Value	Bldg SqFt	Heated SqFt	Beds	Baths	Half Baths	Roof	Exterior Wall	
GENERAL OFFICE	1994	\$2,804,383	42,838	42,235	-	-	-	BAR JOIST/RIGID FRAME	FRAME STUCCO	
Sub Areas - 2										
Code	Description							Year	Area	
BAS	BASE AREA							1994	24,420	
USF	UPPER STORY FINISHED							1994	17,815	
OPU	OPEN PORCH UNFINISHED							1994	531	
SPU	SCREEN PORCH UNFINISHED							1994	72	
Building - 3										
Description	Yr Built	Bldg Value	Bldg SqFt	Heated SqFt	Beds	Baths	Half Baths	Roof	Exterior Wall	
SPECIAL USE BLDG	2017	\$6,430,938	191,724	191,724	-	-	-	FLAT	CONCRETE BLOCK STUCCO/BRICK	
Sub Areas - 3										
Code	Description							Year	Area	
BAS	BASE AREA							2017	47,931	
BAS	BASE AREA							2017	47,931	
BAS	BASE AREA							2017	47,931	
BAS	BASE AREA							2017	47,931	

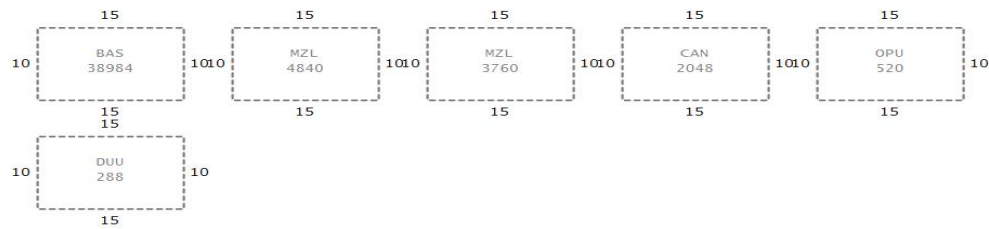
Extra Features				
Description	Built Year	Units	Assessed Value	
COMMERCIAL ELEVATOR	2017	2	\$58,600	
COMMERCIAL-CHAIN LINK FENCE-6 FT HIGH	2005	200	\$600	
COMMERCIAL-WOOD FENCE-6 FT HIGH	2005	150	\$400	
COMMERCIAL-ASPHALT PAVEMENT	1994	72624	\$42,500	
COMMERCIAL-CONCRETE PAVEMENT	1994	2347	\$3,100	
COMMERCIAL-CONCRETE PAVEMENT	2005	2347	\$3,600	
COMMERCIAL-CONCRETE/CONCRETE BLOCK WALL	2005	50	\$200	
COMMERCIAL-CHAIN LINK FENCE-5 FT HIGH	2005	54	\$100	
COMMERCIAL-ASPHALT PAVEMENT	1994	33050	\$19,300	
COMMERCIAL ELEVATOR	1994	2	\$11,800	

School Info

Building 1 Image



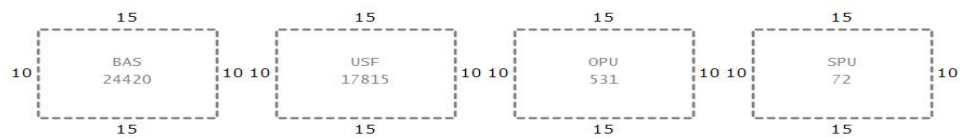
Building Sketch 1: Floor 1



Building 2 Image



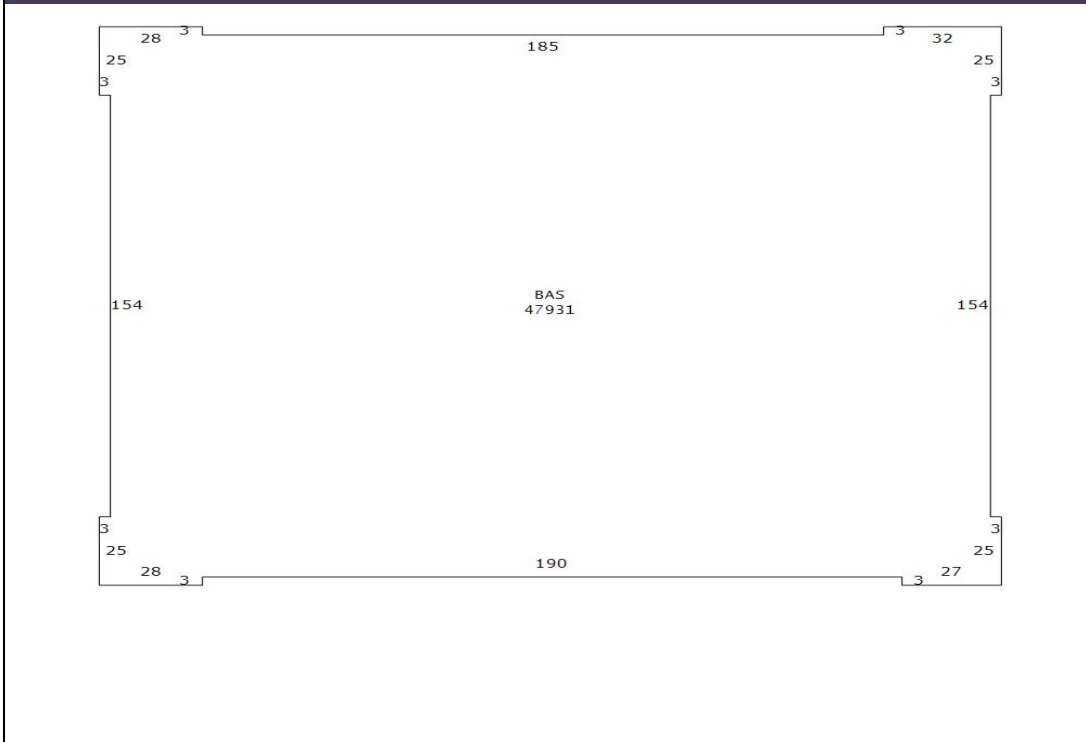
Building Sketch 2: Floor 1



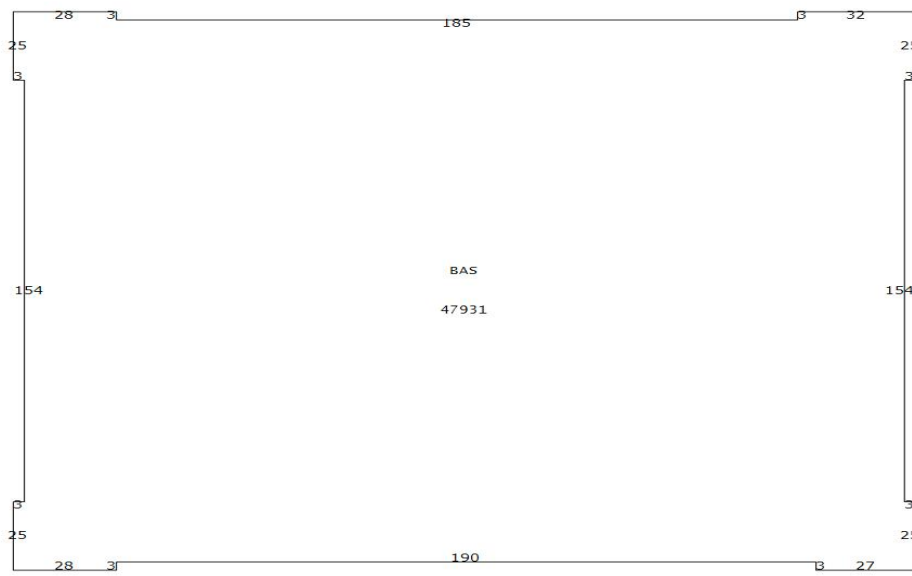
Building 3 Image



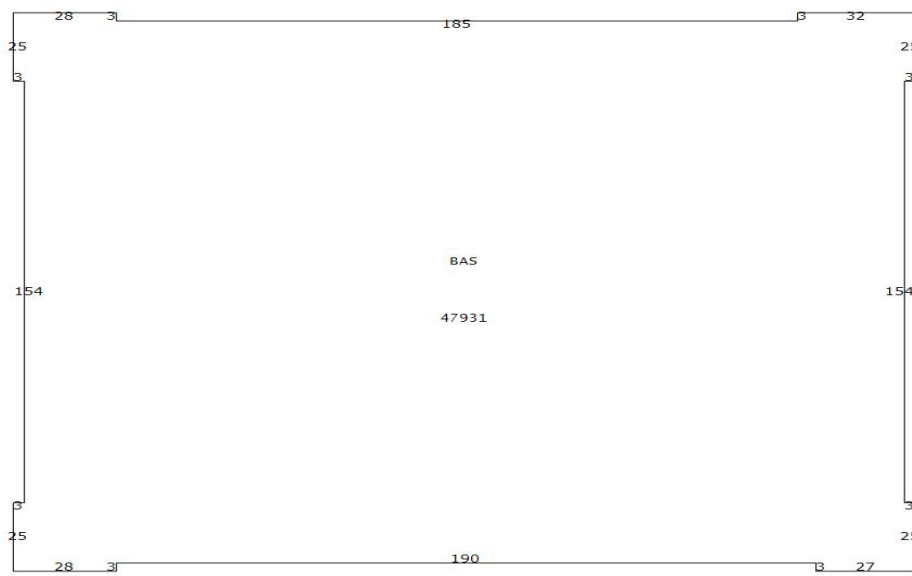
Building Sketch 3: Floor 1



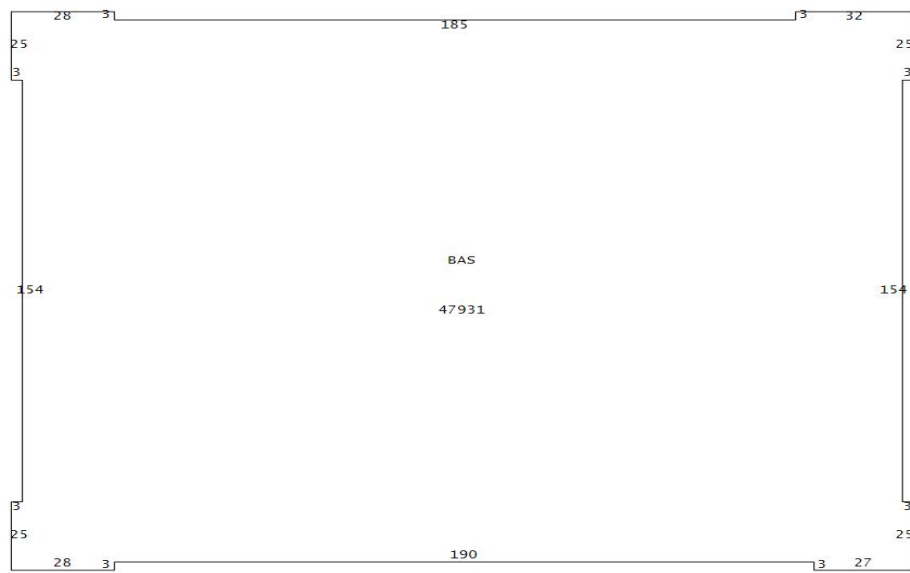
Building Sketch 3: Floor 2



Building Sketch 3: Floor 3



Building Sketch 3: Floor 4





ITEM 4.B

Public Hearing - Second and Final Reading - Proposed Ordinance # 25-21 - Land Development Code Text Amendment (Chapter 14-2: Terms Defined and Chapter 14-11: Signs)

AN ORDINANCE AMENDING THE CODE OF THE CITY OF KISSIMMEE, FLORIDA CODE OF ORDINANCES TITLES; REORGANIZING AND UPDATING CHAPTER 14-11 SIGNS; UPDATING SIGNAGE DEFINITIONS IN CHAPTER 14-2; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE

Request

Request approval for amendments to Chapter 14-2 (Definitions) and Chapter 14-11 (Signs) of the Land Development Code.

Explanation

This is a request to amend Chapter 14-2 (Definitions) and Chapter 14-11 (Signs) of the Land Development Code. The need to amend these chapters was largely triggered by a Supreme Court determination (*Reed v. Town of Gilbert*) that signage cannot be treated differently based on content. It was also necessary to update the signage standards following the 2020 update to the Land Development Code, which established the Form-Based Code Area and replaced the development guidelines in the Vine Overlay and Downtown Community Redevelopment Area Overlay (DCRAO) Design Manual.

Throughout this project, staff worked with a consultant to develop an updated code that is clearer, simplified, and uses imagery and more accessible language. After meeting with the public, businesses, sign companies, City Commission, and the Planning Advisory Board, it was obvious that there was a need to create more transparency within the standards and establish a code that was both user-friendly and comprehensible. Considering this feedback, the proposed signage regulations have been streamlined to be clearer and more standardized. Photo examples were also incorporated throughout to provide back-up and assist with interpretation of the Code.

The last major update to the sign code was in 2012. At that time, sign standards were split into three locations: the Vine Overlay, the DCRAO Design Manual, and the general code. During the 2020 update to the Land Development Code, the Vine Overlay and DCRAO were replaced with the Form-Based Code area; the Vine Overlay sign standards were added as a section of the general sign code and the DCRAO manual remained in place. The proposed amendments would incorporate all standards for signage within the City into one cohesive document while remaining considerate of the needs of the two Community Redevelopment Areas.

As mentioned above, the Supreme Court made a determination in the case of *Reed v. Town of Gilbert* that signage cannot be treated differently based on content. For example, the current code has standards for "Garage Sale Signs," and "Political Signs" separately, which are not content neutral; therefore Garage Sale Signs, Political Signs, and others have been combined into a category labeled "Yard Signs." Language was updated throughout the code to provide standards for size, height, structure, placement, and other characteristics of a sign and eliminate the standards that refer to content.

The Planning Advisory Board reviewed this item on December 3, 2025, and determined that a requirement restricting the timeframe of yard signs, specifically for properties for lease or sale, to 12 months or until the property is leased or sold, whichever is less, would place an undue burden on landowners, real estate agents, and Code Enforcement. Thus, the Board recommended approval of City of Kissimmee

this ordinance subject to removal of that timeframe. These changes have been incorporated into the proposed ordinance included in this agenda packet. The City Commission approved the first reading on December 16, 2025.

Recommendation

City Commission approved the first reading by a vote of 5-0 on December 16, 2025.

The Planning Advisory Board recommended approval by a vote of 6-0, subject to the condition that the statement in Table 11-5, Temporary Signs (Yard Signs), remove the 12-month time restriction for properties offered for rent or sale.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services

Presenter: Ashley Cornelison

Attachment(s):

1. (S) Proposed Ordinance 25-21
2. Signs Memo
3. Advertisement

PROPOSED ORDINANCE #25-21
ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF THE CITY OF KISSIMMEE, FLORIDA CODE OF ORDINANCES TITLES; REORGANIZING AND UPDATING CHAPTER 14-11 SIGNS; UPDATING SIGNAGE DEFINITIONS IN CHAPTER 14-2; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Commission of the City of Kissimmee (the “City”) recognizes that signage affects the public health, safety, and general welfare of the businesses and residents of the City, and that in order to preserve and enhance the City as a desirable community in which to live and do business, a pleasing and visually attractive environment is critical; and

WHEREAS, the last significant update to the Kissimmee Sign Code was adopted in 2012; and

WHEREAS, City staff reviewed current signage standards located in the Land Development Code and Downtown Community Redevelopment Area Overlay Design Manual and determined that those standards required revision to be compliant with state and federal law; and

WHEREAS, City commissioned a Land Planning Consultant (“Consultant”) to assist with the development of the Sign Code standards; and

WHEREAS, City and Consultant engaged businesses, signage professionals, and its residents to obtain feedback on how to best revise the Sign Code; and

WHEREAS, it was necessary to update, clarify, and simplify the signage standards in the Code using more accessible language and imagery; and

WHEREAS, the City of Kissimmee Commission agrees with the Sign Code revisions and finds they are necessary for the public health, safety, and general welfare of the businesses and residents of the City.

SECTION 1. RECITALS. The above recitals are true and correct, are adopted and incorporated herein, and constitute the legislative findings of the City Commission of the City of Kissimmee.

SECTION 2. Chapter 14-2 of the City of Kissimmee Code of Ordinances is hereby amended as shown in the attached “Exhibit A.”

SECTION 3. Chapter 14-11 of the City of Kissimmee Code of Ordinances is hereby amended as shown in the attached “Exhibit B.”

SECTION 4. SEVERABILITY. Should any provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part declared to be invalid.

SECTION 5. CONFLICT. All ordinances or parts of ordinances, all City Code sections or parts of City Code sections, and all resolutions or parts of resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION 6. ADMINISTRATIVE CORRECTION. This Ordinance may be re-numbered or re-lettered, and the correction of typographical and/or scrivener’s errors which do not affect the intent may be authorized by the City Attorney, without the need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 7. CODIFICATION. This ordinance shall be codified as a part of the City of Kissimmee City Code. The codifier is authorized to make editorial changes not effecting the substance of this ordinance by the substitution of "article" for "ordinance", "section" for "paragraph", or otherwise to take such editorial license.

SECTION 8. EFFECTIVE DATE. This Ordinance shall be published as provided by law and it shall become law and shall take effect immediately upon its Second Reading and Final Passage.

BE IT ORDAINED, by the City Commission of the City of Kissimmee on this 6th day of January, 2026 .

Jackie Espinosa, Mayor-Commissioner

ATTEST:

Tameara Crespo, City Clerk

Approved as to form and legality:

Olga Sanchez de Fuentes, City Attorney

Exhibit A
Chapter 14-2
Definitions

TITLE XIV: LAND DEVELOPMENT CODE

CHAPTER 14-1: INTRODUCTION 1

CHAPTER 14-2: TERMS DEFINED..... 1

List of Figures

Figure 2 - 8. Mobile Trailer Sign..... 2

CHAPTER 14-1: INTRODUCTION

[* * *]

CHAPTER 14-2: TERMS DEFINED.

Certain terms or words in this chapter shall be defined as follows unless the text of the article or section in which used clearly indicates otherwise. Terms not defined in this chapter of code shall be interpreted according to the definition found in a common dictionary based on the context used.

[* * *]

MASSING. Massing describes the physical shape and form of a building or group of buildings. Building massing variables include building height, building frontage, lot coverage and lot width.

[* * *]

NONCONFORMING SIGNS. Signs that were previously approved and received a building permit but do not conform to the standards of this land development code.

[* * *]

SIGN. Any structure and all parts composing the same, together with the frame, background or support therefor, which is used for advertising purposes or any statuary, sculpture molding, casting or other objects used for advertising purposes, or any flags, bunting or material used for advertising purposes, or for the purpose of attracting the attention of the public. Murals and other true works of art are not considered SIGNS. Symbolic buildings are not considered SIGNS.

SIGN, A-FRAME. See 'Portable Sign.'

SIGN, ABANDONED. A sign is considered abandoned if a business advertised on that sign is no longer licensed, no longer has a certificate of occupancy, or is no longer doing business on that location.

SIGN, ANIMATED. A sign which utilizes motion of any part by any means, or displays flashing, oscillating, sequential or intermittent lights . This definition does not include changeable copy signs.

SIGN, AWNING. A sign that is painted, silk-screened, stitched on, imprinted on or otherwise applied directly onto the fabric of an awning.



SIGN, BACKLIT. Signs consisting of opaque individually cut letters mounted directly on a structure (push-through letters) and illuminated from behind to create a silhouette of the sign or where the letters are cut out of the sign face and the light shines through the cut-out areas.



SIGN, BANNER. A temporary sign having the copy applied to cloth, paper or fabric of any kind with only such material for backing.

SIGN, BUS STOP. Any sign painted on or attached to a bench or to a shelter for persons awaiting public transportation.

SIGN, BILLBOARD. Any sign advertising a business establishment, activity, product, or service (including entertainment), which is sold, produced, manufactured, available or furnished at a place other than on the property on which the sign is located.

SIGN, BUILDING. A sign attached to a building. The term includes wall, projecting, awning, canopy, and window signs.

SIGN, CABINET. An internally illuminated sign in which a removable sign face (usually with translucent sign graphics) is enclosed on all edges by a cabinet which contains the electrical and structural components of the sign.



SIGN, CHANGEABLE COPY (MANUAL). Signs displaying copy that can be manually changed by use of removable letters and numerals.



SIGN, CHANGEABLE COPY (ELECTRONIC/MECHANICAL). Also known as *message center signs*, a sign on which the message can be changed electronically or mechanically.



SIGN, CHANNEL LETTER. A sign consisting of individually lit cabinets are arranged on a raceway or other support to compose the overall sign. May be illuminated or non-illuminated.



SIGN, COLD AIR INFLATABLE. Any sign of uric type material, inflated by continuous cold air to a point of semi-rigidity. This term does not include helium balloons.



SIGN, FEATHER BANNER. A temporary feather-shaped sign consisting of a fabric material attached to a freestanding support pole.



SIGN, GROUND. Any freestanding solid monument structure containing a sign face which is supported solely by its own ground-mounted base (or poles) and which is not attached or affixed in any way to a building or other structure.



SIGN, HANGING. A sign that is placed under a marquee, awning or arcade, perpendicular to the building façade, and not intended to be seen by motorists.



SIGN, HUMAN. A sign that is held or worn, including costumes, by a person for the purpose of advertising, providing information about or promoting a business, commodity, service, product or other commercial activity.

SIGN, ILLUMINATED, EXTERNAL. Any sign illuminated by shielded electric lights which are not part of the sign.



SIGN, ILLUMINATED, INTERNAL. Any sign illuminated by electric lights located within the sign or luminous tubes designed for that purpose.



SIGNS, INCIDENTAL. Signs that are incidental to a business operation and help guide and keep customers safe on a site,

SIGN, MARQUEE. A sign suspended from, attached to, supported from or forms a part of a marquee.



SIGN, MOBILE TRAILER. An electronic message board attached to a portable trailer typically used in a temporary fashion to inform the public of necessary events, detours, construction activity, or other items that may affect pedestrian and vehicular traffic flow.

Figure 2 - 1. Mobile Trailer Sign



SIGN, OFF-SITE. Any sign that advertises or directs the public to a location other than where the sign is located. See Billboard sign definition.

SIGN, PARASITE. Any sign, for which no permit has been issued, which is attached to another sign.

SIGN, PORTABLE. Any sign not permanently attached to the ground or other permanent structure and typically used by restaurants, retail, and personal service establishments to attract pedestrian traffic.



SIGN, POLE. Any sign erected upon a pole, poles or a pylon, and which is wholly independent of any building and/or other structure for support.

SIGN, POLITICAL. A temporary sign identifying and urging voter support for a particular election issue, political party, or candidate for public office in connection with any national, state, local election.

SIGN, PROJECTING. A sign attached to a building wall or other structure and extending perpendicular to its face.



SIGN, ROOF. A sign erected over, across or on the roof of any building, which is dependent on the roof, parapet or upper walls of a building for support.



SIGN, SANDWICH BOARD. A type of portable sign usually in a two-sided A-frame design.

SIGN, SNIPE. A sign which is tacked, nailed, posted, pasted, glued or otherwise attached to trees, poles, stakes, walls, trash receptacles, benches or fences, or to other objects.



SIGN, SWINGING. Any sign that swings freely from or on supports regardless of the guy wires used in connection therewith.

SIGN, WALL. A sign which is affixed to and flat against an exterior wall of any building and which is parallel thereto and supported by said surface. Wall signs may consist of individually mounted letters and characters



SIGN, WINDOW. A sign painted on, hanging within three feet, or attached to a window or glass door. For the purpose of this definition, a window is an opening in the wall of a building that is fitted with glass. Individual panes or sashes are not considered windows, but rather parts of a window.



SIGN, WINDOW WRAP. A custom-designed vinyl covering applied to the exterior or interior surface of a window for advertising purposes. The vinyl is typically perforated with small holes, allowing visibility from the inside looking out, while displaying a full graphic image from the outside.



Exhibit B
Chapter 14-11
Signs



CITY OF
KISSIMMEE
1883



SIGN CODE UPDATE

DRAFT - November 2025

TITLE XIV: LAND DEVELOPMENT CODE

Table of Contents

CHAPTER 14-11: SIGNS.....	1
14-11-1. Purpose and Intent.	1
14-11-2. Severability.	1
14-11-3. Applicability.	1
14-11-4. Non-conforming and Abandoned Signs.....	1
14-11-5. Prohibited Signs.	2
14-11-6. Administration, Permits and Adjustments.....	3
A. Administrator.	3
B. Permit Required.	3
C. Sign Permit Exemptions.	4
D. Administrative Adjustment.....	4
14-11-7. General Provisions.	6
A. Non-Commercial Message.....	6
B. Measurement of Copy Area.	6
C. Freestanding Sign Height.....	8
D. Illumination.....	8
E. Changeable Copy Signs (Message Centers).....	13
F. Sign Design.....	13
G. Maintenance.....	15
14-11-8. Permanent Signs in Residential Districts.....	15
14-11-9. Permanent Signs in Non-Residential and Mixed-Use Districts.....	16
A. Ground signs.....	16
B. Building Signs.....	17
C. Additional Signs.....	19
D. Gas Station Canopy.	20
14-11-10. Special Districts.....	20
A. AO District and AI District Signs.....	20
B. Form-Based Code Area.	20
14-11-11. Temporary Signs.	21
A. General Standards.	21
B. Searchlights.....	25
C. Model House.	25
D. Human signs.	25
14-11-12. Master Sign Plan.....	26
A. Purpose and Applicability.	26
B. Sign Plan Submittal.	26
C. Review and Approval of a Master Sign Plan.	27
D. Permit Required.....	27
E. Amendments to Approved Master Sign Plan.	27
14-11-13. Billboards.....	27
14-11-14. Removal of Unsafe and Unlawful Signs.	28
A. Removal by Owner.....	28
B. Removal by City (permanent signs).	28
C. Temporary Signs.....	28

List of Figures

Figure 11- 1. Movable signs.....	2
Figure 11- 2. Signs on Parked Vehicles.....	3
Figure 11- 3. Sign Copy Area Measurement – Free Standing Signs.....	7
Figure 11- 4. Sign Copy Area Measurement – Building Signs.....	7
Figure 11- 5. Three-Dimensional Signs	8
Figure 11- 6. Measurement of Freestanding Sign Height.....	8
Figure 11- 7. Shielded Light Source	9
Figure 11- 8. Examples of Neon Window Signs	10
Figure 11- 9. Examples of Cabinets with Illuminated Push-Through and Cut-Out Lettering	10
Figure 11- 10. Examples of Prohibited Cabinet Sign Illumination.....	10
Figure 11- 11. Examples of Front-Lit Channel Letter Signs.....	11
Figure 11- 12. Examples of Backlit Channel Letter Signs.....	11
Figure 11- 13. Examples of Combined Front-Lit and Backlit Channel Letter Signs.....	11
Figure 11- 14. Examples of Open Face Channel Letter Signs	11
Figure 11- 15. Examples of Backlit High-Gloss/Plasticized Awnings - Prohibited.	12
Figure 11- 16. Examples of Commercial Accent Lighting	12
Figure 11- 17. Examples of Rope Lighting.....	12
Figure 11- 18. Examples of Changeable Copy Signs.....	13
Figure 11- 19. Exposed Sign Structure.....	14
Figure 11- 20. Measuring Maximum Size of Sign Structure	14
Figure 11- 21. Double-Sided Sign at Entrance	16
Figure 11- 22. Single-Sided Signs at Entrance.....	16
Figure 11- 23. Wall Sign on Multi-story Buildings	19
Figure 11- 24. Street Wall Sign.....	21

List of Tables

Table 11 - 1. Permanent Signs in Residential Districts.....	15
Table 11 - 2. Permanent Signs in Non-Residential and Mixed-Use Districts.....	17
Table 11 - 3. Building Signs in Non-Residential Districts.....	18
Table 11 - 4. Ancillary Signs in Non-Residential Districts	19
Table 11 - 5. Temporary Signs	22

CHAPTER 14-11: SIGNS

14-11-1. Purpose and Intent.

The purpose and intent of this chapter is to provide the minimum standards to promote and protect the public health, safety, general welfare and aesthetics of the city by regulating existing and proposed signs within the city. The regulations are also intended to reduce hazards, ensure signs do not create visual clutter and facilitate the communication of the intended messages to the public. The aesthetic impact of signs is an economic fact which may bear heavily upon the enjoyment and value of property; therefore, the regulation of signs is validly justified on the basis of conserving the value. Specific objectives of the sign regulations contained in this chapter include:

- A. Protect property values, create a better business climate and enhance the physical appearance of the community.
- B. Improve pedestrian, bicycle and vehicular safety.
- C. Reduce visual pollution.
- D. Minimize the negative effect that signs may have on other properties as a result of their size, height, illumination, brightness, or movement.
- E. Regulate the appearance and design of signs to enhance the visual appeal of the city and contribute to the City's goal of achieving quality development.
- F. Allow for traffic control devices consistent with state, local and national standards.
- G. Address the removal of unsafe and hazardous signs.

14-11-2. Severability.

If any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word in this chapter is declared invalid, such invalidity shall not affect the validity or enforceability of the remaining portions of the Code of Ordinances.

14-11-3. Applicability.

The provisions of this chapter shall apply to all new signs erected within the city, except the following. Such signs, however, are not exempt from the structural, electrical, or material specifications set forth in other chapters of this code and the Florida Building Code.

- A. Signs required by law (e.g., traffic control devices);
- B. Vehicle signs, unless they are frequently parked within view from the right-of-way (See **Section 14-11-5**);
- C. Signs located entirely within a building or enclosed space and not intended to be visible from the street;
- D. Signs internal to a plaza or courtyard or other exterior space not visible from a public street or public sidewalk;
- E. Signs printed on the fabric of table umbrellas used for outdoor dining or special events.

14-11-4. Non-conforming and Abandoned Signs.

Non-conforming signs (defined in Chapter 14-2) may continue to be used; however, sign structures determined by the City to be abandoned (as defined in Chapter 14-2), destroyed, substantially damaged, or altered to an extent exceeding 50% of the value of the sign must be removed or brought up to code within 60 days of Code Enforcement notification via certified mail.

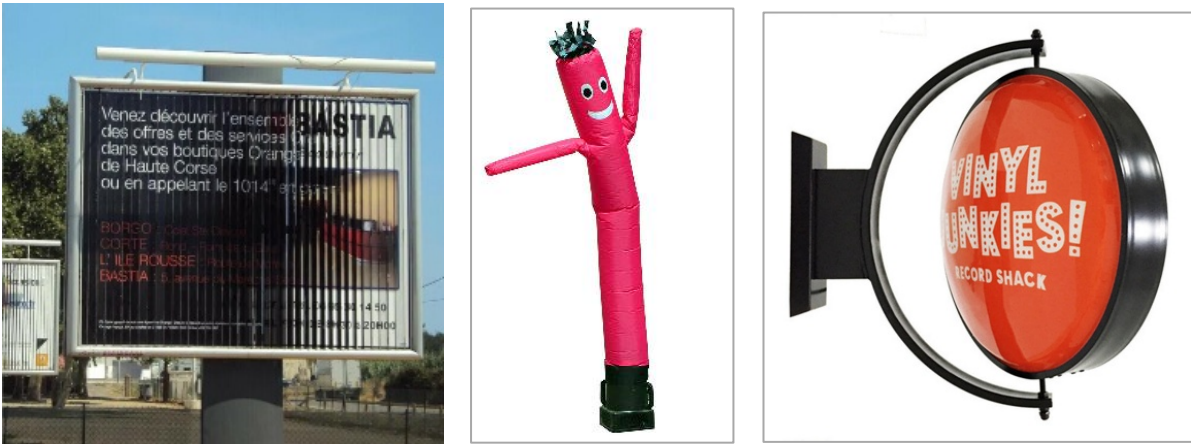
Abandoned signs that are otherwise conforming to the provisions of this chapter are not required to be removed; however, if the sign panels are removed, they shall be replaced within 30 days of the business closure with non-illuminated panels.

14-11-5. Prohibited Signs.

Except as otherwise provided in this chapter, the following signs shall be prohibited everywhere in the city:

- A. Any sign not prescribed as a permitted sign by this chapter or not permitted by city building or electrical codes.
- B. Signs that move, revolve, twirl, rotate, or flash (e.g., including multi-prism signs, inflatable tube signs, scrolling/rolling text, videos and the like) This does not include changeable copy signs adhering to Section 14-11-7.E.

Figure 11- 1. Movable signs



- C. Bench signs, unless approved by the City Commission as part of a vendor procurement process.
- D. Bunting as defined in Chapter 14-2.
- E. Cabinet signs with internally illuminated backgrounds (see Section 14-11-7.D, illumination). .
- F. Window wrap signs, as defined in Chapter 14-2, covering more than 75% of a window.
- G. Fence signs, other than approved temporary signs and street wall signs specifically permitted elsewhere in this chapter.
- H. Signs of 20 square feet or more attached to, placed on or painted on vehicles or mobile trailers parked for a period of 24 hours either in the public right-of-way or within 50 feet and in plain view from the public right-of-way (see **Figure 11-2**).

Figure 11- 2. Signs on Parked Vehicles



- I. Parasite signs.
- J. Portable signs other than those permitted by Section 14-11-11.
- K. Mobile trailer signs.
- L. Pole/pylon signs.
- M. Roof signs.
- N. Snipe signs.
- O. Swinging signs, except for hanging signs.
- P. Signs on public property or right-of-way, other than signs placed or authorized by government agencies.
- Q. Signs that have unshielded illuminating devices or that reflect lighting onto public rights-of-way thereby creating a potential pedestrian, bicycle, or vehicular hazard.
- R. Signs that are not consistent with Chapter 847 (Obscenity) of the Florida Statutes.
- S. Any sign that could be confused with a traffic signal or sign and signs that obstruct, conceal, hide, or otherwise obscure from view any official traffic or government sign, signal, or device.
- T. Any private sign extending over a public right-of-way, other than those specifically authorized in this chapter.
- U. Any sign emitting audible sound or a visible substance such as smoke or steam.

14-11-6. Administration, Permits and Adjustments.

A. Administrator.

Administration of this chapter is vested in the Development Services Department.

B. Permit Required.

1. No sign shall be erected, altered, or relocated without a permit issued by the Building Division, unless exempted by this chapter or the Florida Building Code. All signs must comply with the Florida Building Code, the Florida Statutes and any other applicable state, county, or federal regulation.
2. Where it can be determined that any part of a sign placement was started prior to permit issuance, fines/penalty fees and/or other Code Enforcement action may apply, per the applicable section of the Code.

C. Sign Permit Exemptions.

In addition to the signs listed as exempt in Section 14-11-3 (Applicability), the following activities and signs shall not require a sign permit. However, such signs are not exempt from the structural, electrical, or material specifications as set forth in other chapters of this code and the Florida Building Code.

1. Changing the sign content/message on message center signs.
2. Painting, repainting, cleaning and other normal maintenance or repair of a sign structure unless the sign structure is modified.
3. Small signs, each measuring two square feet or less.
4. Temporary Signs, unless otherwise specifically required in this chapter.
5. Up to two flags per site with a maximum size of 60 square feet per flag. Flagpoles shall not exceed a maximum height of 30 feet and require a permit.
6. Signs located within a courtyard or other interior open space and not visible from the public right-of-way.
7. Address Numbers, provided they conform with the Osceola County Code of Ordinances and the following.
 - a. Residential building address numerals shall be at least three inches high and one-half inches in width.
 - b. Non-residential building address numerals shall be at least five inches high and one-half inches in width. Address numerals must be placed at both the front and rear doors and must be of a contrasting color to the building.
 - c. No digit may have a height or width greater than 12 inches without meeting copy area and other sign standards of this chapter.

D. Administrative Adjustment.

The administrative adjustment process provides a mechanism by which the regulations of this chapter may be modified if the proposed signs meet the intended purpose of the sign regulations. Administrative adjustments provide flexibility for unusual situations and allow for alternative ways to meet the purposes of this Code while providing certainty and the efficient processing of applications. This process may also be used to propose a creative sign that is unique in design and exhibits a high degree of construction, manufacturing, thoughtfulness, imagination, inventiveness and spirit.

1. Standards eligible for adjustment: Adjustments shall be limited to the size, height, and/or setback of an on-site sign, with a maximum 10% increase of any measurable dimension. No adjustments shall be granted for the following items:
 - a. Changes in permitted types of signs.
 - b. Adjustments which permit building signs to extend above the roof line.
 - c. Adjustments which permit a sign to be located in a visibility triangle.
 - d. Adjustments which permit a prohibited sign.
2. Application Submittal and Review Authority: The applicant must submit the adjustment request in writing at or before the time of permit application and must list the specific adjustments requested and the reasons for the request. The Development Services Director (or designee) shall have the authority to approve administrative adjustments on a case-by-case basis when appropriate.

3. Review Criteria:

- a. When reviewing applications for administrative adjustments based on hardship, the Director shall consider the following:
 - i. Special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or buildings in the surrounding area;
 - ii. The special conditions and circumstances do not result from the actions of the applicant;
 - iii. Granting the requested adjustment will not confer on the applicant any special privilege that is denied by this chapter to other lands, buildings or structures in the same zoning district;
 - iv. Literal interpretation of the provisions of this chapter would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this chapter and would create unnecessary and undue hardship on the applicant;
 - v. The granted adjustment is the minimum adjustment that will provide reasonable visibility to the business or property that is the subject of the adjustment;
 - vi. The granting of the adjustment will be in harmony with the general purpose and intent of this chapter and will not be injurious to the neighborhood, or otherwise detrimental to the public welfare;
 - vii. The granting of the adjustment shall not be based on economic hardship; and
 - viii. The proposed adjustment meets the intent of this chapter.
- b. When reviewing applications for administrative adjustments based on creativity, the Director shall consider the following:
 - i. The sign represents a substantial aesthetic improvement to the site and will have a positive visual impact on the surrounding area;
 - ii. The sign is of unique design and exhibits a high degree of construction, manufacturing, thoughtfulness, imagination, inventiveness and spirit;
 - iii. The sign provides strong graphic character through the imaginative use of graphics, color, texture, quality materials, scale and proportion; and
 - iv. Applications for adjustments shall be reviewed and considered for approval without regard to the content of the signs.

4. Procedure and Approval. The Architectural Review Committee (ARC) must review the request for adherence to the criteria above and make a recommendation to the Director based on their findings. The Director must determine whether to approve or deny said request and may impose conditions on the approval that will lessen potential negative impacts of the sign and/or increase conformity to this chapter.
5. Appeal. Appeals to the Director's decision must be reviewed by the Board of Adjustment, in accordance with Section 2-182 of the Code of General Ordinances.

14-11-7. General Provisions.

A. Non-Commercial Message

Notwithstanding anything contained in this chapter to the contrary, it is further intended that any sign erected pursuant to the provisions of this chapter or otherwise lawfully existing with a commercial message may, at the option of the owner, contain a non-commercial message in lieu of a commercial message. The non-commercial message may occupy the entire sign face or any portion thereof. The sign face may be changed from commercial to non-commercial messages, or from one non-commercial message to another, as frequently as desired by the owner of the sign, provided that the sign is legal and conforming to this chapter, which includes nonconforming signs.

B. Measurement of Copy Area.

The copy area of a sign shall be measured by drawing a simple geometric shape (i.e., square, rectangle, circle, oval or triangle) around the outer edge of the message (see **Figures 11-3** and **11-4**). The following measurement provisions shall also be observed. At the time of building permit submittal, the applicant must indicate on the plans which method of measurement was utilized for the proposed copy area.

1. For signs painted on or affixed directly to a structure (e.g., monument sign structure, building wall or facade) and having no discernible boundary, the areas between letters, words intended to be read together, and any device intended to draw attention to the sign message shall be included in any computation of the copy area.
2. Sign components placed on the same plane as the sign face, wall, awning or structure must be considered one sign and the intervening areas between sign components included in the computation of the sign copy area (see **Figure 11-3**, option D).
3. Sign perimeter bands and backgrounds that differ in color or material from the surface where they are installed must be included as part of the calculation of copy area. (see **Figure 11-3**, option B)
4. Supporting structures (base, columns, framework, bracing and similar elements) that are clearly incidental to the display itself shall not be computed as copy area.
5. Double-faced (back-to-back) signs shall be regarded as a single sign with one face measured when calculating copy area, only if:
 - a. Mounted on a single structure;
 - b. The distance between each sign face does not exceed two feet;
 - c. For angled signs, the angle between faces must not exceed 45 degrees.
6. A sign that wraps around the building will be counted as separate signs, one for each façade.
7. A sign that consists of one or more three-dimensional objects (i.e., balls, cubes, clusters of objects, sculpture, or statue-like objects) not having conventional sign faces shall be measured as follows:
 - a. Signs with three-dimensional objects that project six inches or less from the sign face shall be measured as a flat sign.
 - b. Signs with three-dimensional objects that project more than six inches from the sign face shall be calculated by adding the area of the faces of the smallest cube or rectangular prism which could enclose the entire sign volume (see **Figure 11-5**) divided by two. All dimensions and calculations must be shown on the submitted plans.

Figure 11- 3. Sign Copy Area Measurement – Free Standing Signs

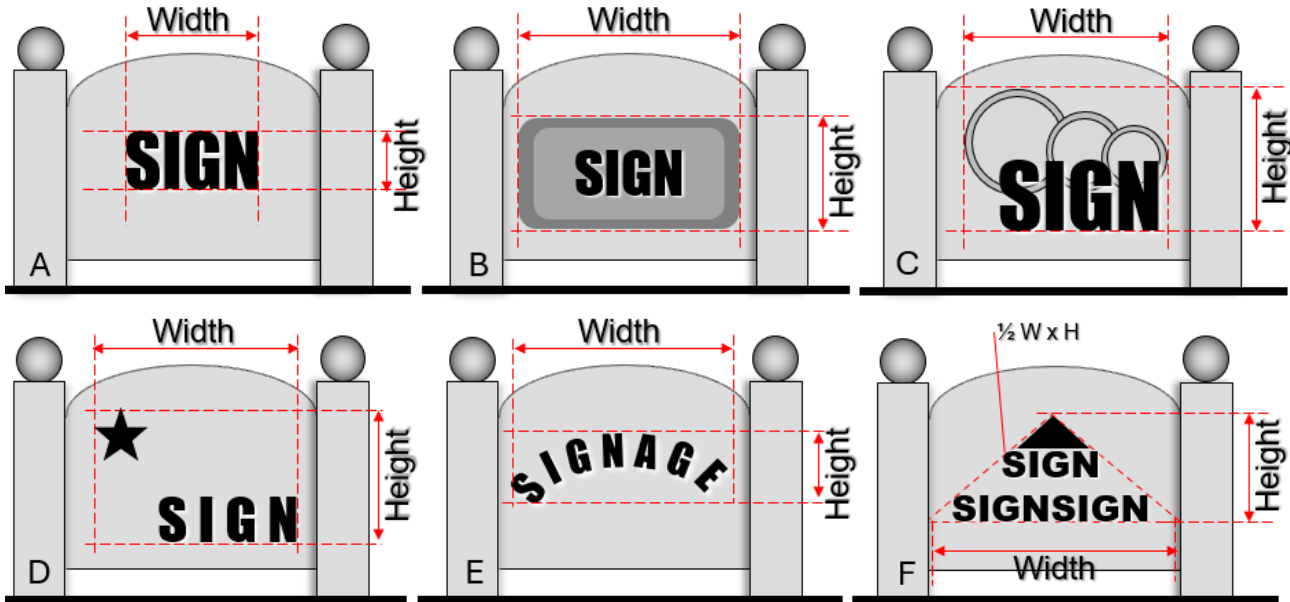


Figure 11- 4. Sign Copy Area Measurement – Building Signs



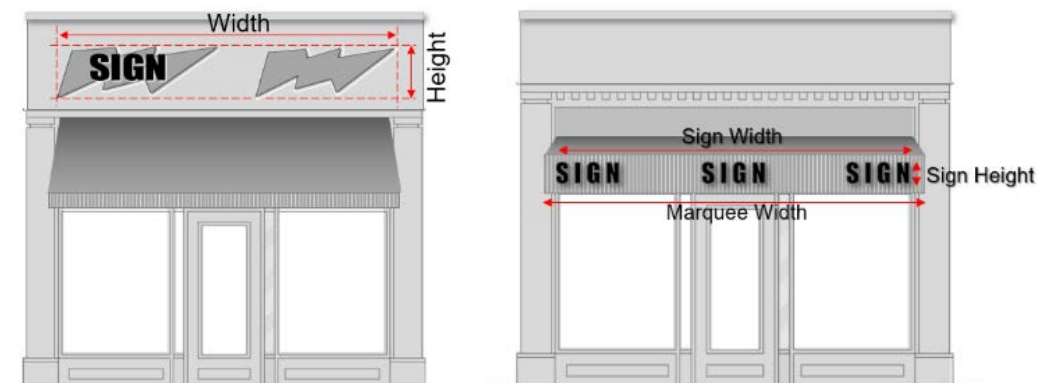


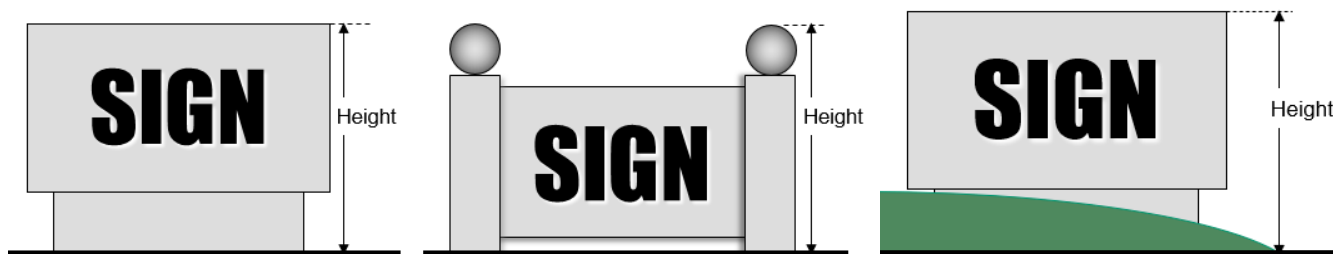
Figure 11- 5. Three-Dimensional Signs



C. Freestanding Sign Height.

The height of a freestanding sign shall be measured from the base of the sign or supportive structure at its point of attachment to the ground, to the highest point of the sign (see **Figure 11-6**). A freestanding sign on an improved or developed base, including a graded earth mound (right image), shall be measured from the grade of the nearest pavement or top of any pavement curb.

Figure 11- 6. Measurement of Freestanding Sign Height

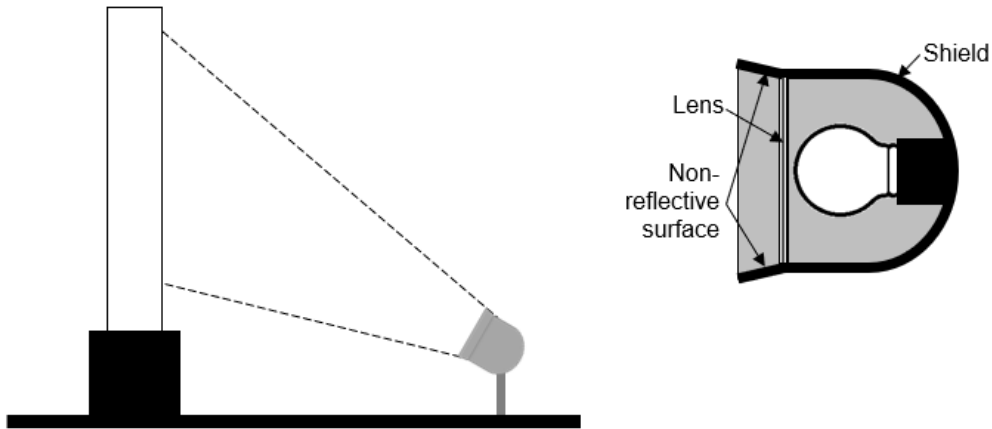


D. Illumination

The following requirements are intended to provide effective, aesthetically appropriate methods for illuminating signs while protecting adjacent properties and right-of-way from adverse impacts of such lighting. Unless specifically addressed elsewhere in the sign code, the following standards shall apply to all signs.

1. The light source for externally illuminated signs must be shielded and directed away from adjoining street rights-of-way and properties (see **Figure 11-7**). The interior surface of the shield outside the lens shall have a dull and dark finish to prevent reflection of light.

Figure 11- 7. Shielded Light Source



2. Internally illuminated signs shall comply with the following.
 - a. There shall be no increase in ambient lighting on residential properties adjacent to the property displaying the sign, measured at the joint property line.
 - b. Internally illuminated signs, including LED signs, shall not produce more than 1.5 foot-candles measured four feet from the base of the sign, one hour after sunset.
3. Within the FBC area, signage must be illuminated by external means only, except for:
 - a. Neon window signs;
 - b. Signs along Street Type A; and
 - c. Signs along Street Type B, except within the Downtown Community Redevelopment Area (DCRA) where wall and ground signs must be illuminated by external means only.
4. No sign shall have blinking, flashing, spinning or fluttering lights or other illumination devices which have a changing light intensity, brightness, color, or direction, except for message center signs in compliance with this chapter.
5. Neon may only be used in conjunction with window signs (See **Figure 11-8**).

Figure 11- 8. Examples of Neon Window Signs



6. Cabinet signs are only allowed in conjunction with push-through or cut-out lettering where only the message appears to be lighted (see **Figure 11-9**). Cabinet signs with removable translucent backlit panels are prohibited (see **Figure 11-10**).

Figure 11- 9. Examples of Cabinets with Illuminated Push-Through and Cut-Out Lettering



Figure 11- 10. Examples of Prohibited Cabinet Sign Illumination



7. Channel letter signs may be front lit (each letter has interior lighting that shines through the surface, see **Figure 11-11**); backlit (lighting in the back creates a halo effect surrounding the letter, see **Figure 11-12**); a combination of front and backlit (see **Figure 11-13**); or open face (see **Figure 11-14**). If channel letters are installed on a raceway (track), the raceway must be the same color as the surface where it is installed. The light source used must be shielded from view of adjacent properties and rights-of-way.

Figure 11- 11. Examples of Front-Lit Channel Letter Signs



Figure 11- 12. Examples of Backlit Channel Letter Signs



Figure 11- 13. Examples of Combined Front-Lit and Backlit Channel Letter Signs



Figure 11- 14. Examples of Open Face Channel Letter Signs



8. Interior illuminated high gloss/plasticized awnings (see **Figure 11-15**) signs are prohibited.

Figure 11- 15. Examples of Backlit High-Gloss/Plasticized Awnings - Prohibited.



9. Commercial accent lighting, fiber optic, LED, or similar type lighting is permitted in non-residential uses within non-residential districts only. This type of lighting is used to illuminate architectural features or accent outdoor plazas or patios and can be viewed from a public right-of-way. The illumination is not intended to convey a business message or other such business identification or advertising. The lighting must be stationary, not running or flashing, and must not cause glare or excessive brightness on adjacent properties or adversely affect the operation of vehicles on public rights-of-way. Lights must be maintained in good working order and meet all applicable building and related codes. Neon tubing or fluorescent lighting shall not be permitted as part of this provision.

Figure 11- 16. Examples of Commercial Accent Lighting



Figure 11- 17. Examples of Rope Lighting



E. Changeable Copy Signs (Message Centers).

Freestanding signs permitted in this chapter may include changeable copy (manual, mechanical, or electronic, see **Figure 11-18**) as noted in **Tables 11-1** and **11-2**, and are subject to the following standards:

1. The changeable copy sign must not cover more than 50% of each ground sign copy area.
2. Electronic message center signs shall not exceed 0.3 footcandles at night at a distance measured by the following formula: distance = square root (area × 100).
3. Such signs must be equipped with a sensor that will automatically dim based on ambient light conditions.
4. The background of illuminated message centers that change message manually shall not be translucent.
5. The screen may change no more often than once every 10 seconds, such that an entire message may be read within a single frame, rather than a scrolling or constantly transitioning message. Therefore, no animation, scrolling, exploding, fading, firework patterns, or similar styles that are deemed to cause concern for safety and involve a constant motion on the screen shall be permitted.

Figure 11- 18. Examples of Changeable Copy Signs



F. Sign Design

The following requirements, in addition to the requirements of **Sections 14-11-8 through 14-11-11**, are intended to create a minimum aesthetic standard that will enhance the businesses they are designed to promote while avoiding negative visual impacts to surrounding properties.

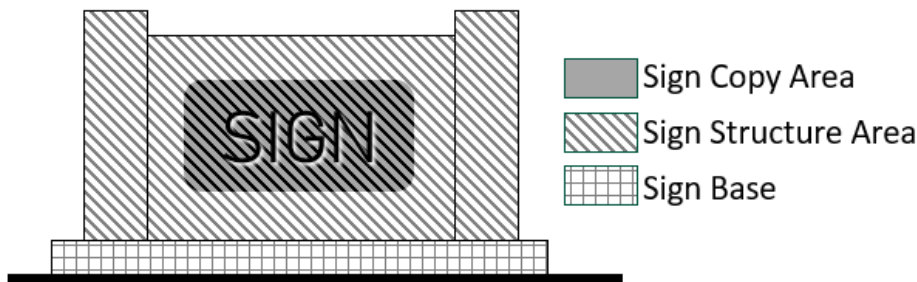
1. All signs must be coordinated with the architectural design of the building in terms of size, shape, color, materials, texture and lighting.
2. The base of a freestanding sign shall not include messages and shall not exceed two feet in height
3. Freestanding sign support, upright, bracing, or framework must be encased in an ornamental shell of stone, brick, ornamental metal, or similar materials compatible with the architecture of the building or other site features. An exception to this provision would be an external support structure extending between grade and the base of the copy area that must not exceed two supports (see **Figure 11-19**).

Figure 11- 19. Exposed Sign Structure



4. The size of the sign structure (not including the base but including the sign copy area) must not exceed 125% of the copy area. For example, if the proposed sign copy area is 24 square feet, 30 square feet of overall sign structure shall be allowed ($24 \times 1.25 = 30$).

Figure 11- 20. Measuring Maximum Size of Sign Structure



5. Attached signs must respect the scale of the façade and shall not protrude above roof lines.
6. Sign supports and brackets must be compatible with the design and scale of the sign.
7. Raceways and other supporting structures for attached signs shall be painted to match the color of the wall behind the sign.
8. Signs may be hand-painted onto the building but shall not be painted onto plywood or other materials to be attached to the building. Signs may not be painted on natural materials such as brick or stone.
9. Signs shall enhance the primary design elements or unique architectural features of the building and shall not obstruct windows (except for window signs), doors, trim, cornices, or other architectural features.
10. Buildings and sites utilizing multiple signs must create a coordinated theme of uniform sign design elements including size, materials and placement.
11. Where the rear or side of any sign is visible from any street or from any adjoining residential district, said side or rear must be finished in such a way as to conceal the structural member of the sign.
12. Signs must be placed in a manner which is sensitive to the existing vegetation and natural features on the site and meeting the Landscaping and Tree Protection requirements of Chapter 14-8. Freestanding signs must be located so as to avoid the unnecessary removal or hat racking of trees or otherwise adversely impact existing trees.
13. Landscaping must be provided around the base of freestanding signs with a minimum width of 36 inches and a minimum height of 18 inches and shall include low growing shrubs and ground cover and/or flowering annuals to promote color.

14. The following sign materials shall be prohibited:

- a. Paper;
- b. Fabric (unless used for temporary banners or awnings);
- c. Plywood;
- d. Unfinished metal, unless approved by the Architectural Review Committee (ARC);
- e. Other materials that easily warp, fade, or degrade in quality due to exterior use.
- f. Foam, unless used as an accent material and approved by the ARC.

G. Maintenance.

All signs shall be subject to the maintenance standards outlined in Chapter 9, Article V, Minimum Property Maintenance.

14-11-8. Permanent Signs in Residential Districts.

Subdivisions, multifamily developments and non-residential uses in residential districts, including AC, OS, and PUDs with a residential future land use map designation may erect a freestanding sign or a building sign as shown in **Table 11-1**. Non-residential establishments located in an **RB-2 District**, which have received conditional use approval, shall be allowed signage in accordance with **Section 14-11-9** unless more restrictive requirements are established as part of the conditional use approval process for the use.

Table 11 - 1. Permanent Signs in Residential Districts

	FREESTANDING SIGN	BUILDING SIGN
		
Type of signs allowed	Ground	Wall or Projecting
Number of signs	One double-sided sign at each vehicular access point to a development site (subdivision, multi-family or non-residential site) (see Figure 11-21) or two single-sided signs flanking each vehicular access point to a residential development (Figure 11-22)	One per multi-family or non-residential building; Two for non-residential buildings having more than 40,000 square feet of space and more than one public entrance (doorway) into the building.
Sign copy area	36 square feet maximum. The copy area of one ground sign may be increased by 50% if no other allowable ground signs on site are used and said sign fronts on a Street Type A or B. The sign shall not be eligible for a creative sign bonus.	1 square foot per lineal foot of building/unit frontage (along a public or private street, parking lot or courtyard) up to a maximum size of 36 square feet per sign.
Sign height	4 feet maximum / 6 feet if attached to a perimeter wall	N/A
Minimum setbacks/ location	Minimum of five feet from the right-of-way. Located outside of sight visibility triangles.	Wall signs on multistory buildings shall not be located above the first floor. Projecting signs may extend to upper floors.

	FREESTANDING SIGN	BUILDING SIGN
Illumination	Exterior illumination only. See Section 14-11-7.D for additional standards.	Exterior illumination only. See Section 14-11-7.D .
Changeable copy	Only permitted for non-residential uses on lots which directly front a Street Type A or B. See Section 14-11-7.E .	Not allowed.
Sign permit	Required.	Required.
Design standards	See Section 14-11-7.F	

Figure 11- 21. Double-Sided Sign at Entrance



Figure 11- 22. Single-Sided Signs at Entrance



14-11-9. Permanent Signs in Non-Residential and Mixed-Use Districts.

A. Ground signs.

All permanent freestanding signs in non-residential and mixed-use districts, including the Form-Based Code area, the RPB district and approved non-residential uses in the RB-2 district, must comply with the following standards (see **Section 14-11-7.F** for additional design and landscaping requirements). Street Types are defined in the City's Comprehensive Plan.

Table 11 - 2. Permanent Signs in Non-Residential and Mixed-Use Districts

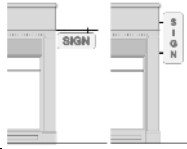
	GROUND SIGNS ¹	
		
Number of signs	One sign per lot frontage on a street. See Section 14-11-10.B for ground sign limitations in the Form-Based Code area. Not all sites will be able to accommodate a ground sign. Ground signs are prohibited along Broadway and on Main Street south of Vine Street. Enclosed development sites that include multiple platted lots fronting on interior or private roads may have one ground sign per development site entrance plus the individual ground sign for each lot.	
Max. Copy Area	Along Street Type A: 100 sq. ft. Along Street Type B: 36 sq. ft. Along all other streets: 24 sq. ft. When a property fronts multiple streets with different classifications, copy area allocations must not be transferred between frontages.	
Maximum sign height	Along Street Type A: 10 ft. Along Street Type B: 7 ft. (see Section 14-11-10.B) Along all other streets: 4 ft.	
Minimum setbacks/ location	3 feet from all property lines; 25 feet if adjacent to residentially zoned districts. When two primary ground signs are located on the same property, a minimum 100-foot separation, measured along the property line, must be provided between signs. Located outside of sight visibility triangles.	
Changeable copy	Permitted for signs on lots which directly front a Street Type A or B. See Section 14-11-7.E.	
Illumination	See Section 14-11-7.D.	
Sign permit	Required	

¹ For hospital sign standards see Master Sign Plan provisions in **Section 14-11-12**.

B. Building Signs.

The signs outlined below are intended to be used in coordination with each other to provide a cohesive and effective sign package for each business. When used in combination, these signs will work together to provide visibility both from adjacent streets as well as pedestrians (see **Section 14-11-7.F** for additional design requirements). The window sign standards apply to the form-based code area only.

Table 11 - 3. Building Signs in Non-Residential Districts

NON-RESIDENTIAL BUILDING SIGNS				
				
Type of signs allowed	Wall	Projecting	Awning	Window
Number of signs	One wall, projecting, or awning sign per ground floor establishment, including establishments and multi-family developments with no frontage on the ground floor but with a dedicated public entrance on the ground floor of the building.			One sign per window, including transom windows.
Aggregate size (all building signs combined):	Buildings more than 120 feet from the adjacent right-of-way: 1.5 square feet per lineal foot of building/unit frontage (along a public or private street, parking lot or courtyard) All others: One square foot per lineal foot of building/unit frontage			Window signs do not count toward the allowable size.
Max. size per sign ¹	150 square feet	4 square feet for horizontal signs. 24 square feet for vertical signs	10% of the surface area of the front facing surface area of the awning where the sign is placed	4 sq. ft. or 20% of each window, whichever is less. See Section 14-5-7.F for window transparency requirements.
Location	Signs must not be located above the first floor Wall signs on buildings of up to three stories shall be located between the first and second floor windows. Wall signs on buildings of more than three stories may be placed on the top floor of the building (see Figure 11-23).	Minimum 8-foot clearance from the ground Minimum set back of 3 feet from adjacent vehicular use areas. Encroachment into the public right-of-way is not allowed (except along Broadway, if permitted by the public entity that has control over the public right-of-way).	Minimum 8-foot clearance from the ground Minimum setback of 3 feet from adjacent curb or vehicular use areas. Awning signs must allow a minimum space of 1.5 inches between the edge of the sign copy and the edge of the awning.	Ground floor only
Changeable copy	Not allowed.	Not allowed	Not allowed	Not allowed
Illumination	See Section 14-11-7.D .	See Section 14-11-7.D .	External illumination only.	Neon only
Sign permit	Required	Required	Required	Not required
Design standards	See Section 14-11-7.F			

¹ For gas stations, the attached sign size allowance is calculated based on the building length, not the canopy. However, the sign may be installed on the building or the canopy.

Figure 11- 23. Wall Sign on Multi-story Buildings



C. Additional Signs

In addition to the freestanding and building signs allowed in the previous subsections, there are other signs that are permitted in non-residential districts which do not count toward the allowable size or number of signs noted in the previous sections. They must meet the following provisions and the design requirements of **Section 14-11-7.F**.

Table 11 - 4. Ancillary Signs in Non-Residential Districts

	Incidental Signs	Pedestrian Signs	Drive Through
			
Type of sign	Freestanding or attached	Hanging	Freestanding
Number	Up to 6 per site, unless the Director approves additional signs to ensure safety	1 per tenant	1 per drive-through lane
Max. size per sign	6 square feet	1.5 square feet	40 square feet maximum
Max. Sign height	4 feet (including base) for ground signs	NA	8 feet
Location	Minimum 3 feet from all property lines; 25 feet if adjacent to residentially zoned districts	Under canopy or arcade with an 8-foot minimum clearance	Adjacent to the drive through lane
Design	All incidental signs must be coordinated in type and color	NA	NA
Changeable copy	No	No	Yes (Section 14-11-7.E)
Illumination	Yes (Section 14-11-7.D)	No	Yes (Section 14-11-7.D)
Sign Permit	Yes	Yes	Yes

D. Gas Station Canopy.

In calculating lineal feet of building frontage for purposes of determining wall sign size, gasoline station canopies shall not be included. However, an additional sign not to exceed four square feet shall be permitted on each side of a gas station canopy.

14-11-10. Special Districts

A. AO District and AI District Signs.

Signs in an AO or AI District must comply with the following additional regulations and shall be reviewed for compliance with these regulations by the Airport Director.

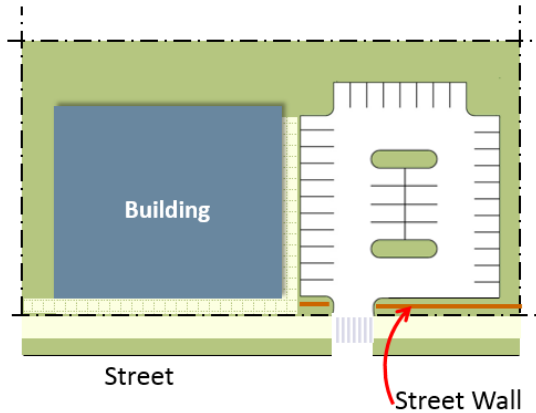
1. Wall signs may face a runway or taxi way but in no case shall more than two sides of a building contain such signs. In the case of the AO District, two wall signs are allowed per ground floor establishment but combined must not exceed the total maximum copy area. Copy area must be a maximum of one foot per linear foot of building frontage.
2. Aviation fuel signs at the airport are exempt from the tract frontage requirement. One aviation fuel sign is allowed for each establishment selling aviation fuel at the airport.
3. All lighted signs must be designed, located, shielded and directed to prevent the casting of glare or direct light from artificial illumination upon any adjacent runway, adjacent taxiway, publicly dedicated property, or property outside the AO and AI districts.
4. FAA Rules and Regulations. All signs within the AO and AI districts must comply with all applicable Federal Aviation Administration (FAA) rules and regulations.

B. Form-Based Code Area.

Buildings in the Form-Based Code area are required to be close to the street, making ground signs unnecessary. Therefore, ground signs in the form-based code area are not allowed, except for the following. See **Sections 14-11-9** and **14-11.11** for building signs and temporary signs in the FBC area.

1. Where the building and/or the street wall are located within 15 feet of the sidewalk and there is a street wall on the site, a sign may be installed on the street wall as follows (see **Figure 11-24**):
 - a. The sign shall be placed flat on the street wall, facing the street.
 - b. The sign shall not exceed the size and height prescribed in **Section 14-11-9**. The sign height shall be measured from the ground, including the street wall.
2. Where the building is located more than 15 feet from the property line, a ground sign meeting the sign copy area and height provisions of **Section 14-11-9** shall be allowed.
3. Ground signs are prohibited along Broadway and Main Street south of Vine Street.

Figure 11- 24. Street Wall Sign



14-11-11. Temporary Signs.

A. General Standards.

1. Temporary signs may be freestanding or attached to the building and shall not count against the maximum sign copy allowed for permanent signs.
2. Permanent structures built specifically for temporary signs are not allowed.
3. Except as noted in the following table, the signs shall not emit sounds, shall not be located within the public right-of-way and shall not have illumination.
4. In the event a tropical storm or hurricane approaches the City of Kissimmee, all temporary signs shall be removed. If removed, allowed time limit shall not be affected.
5. Temporary signs not expressly listed in this section are prohibited.
6. The signs must not be located within retention areas, required parking spaces, drive aisles or sight triangles.

Table 11 - 5. Temporary Signs

	Number	Duration	Size	Height (Max.)	Location	Permit
COLD AIR INFLATABLE 	1 per development site in multi-family and non-residential districts. Not allowed in the FBC area except for lots with direct frontage on Vine St. and John Young Pkwy.	60 days total per calendar year No new inflatable sign shall be permitted on the site for at least 20 days after the expiration of the previous permit. The length of display for any balloon may be divided into no more than three separate time periods with a minimum length of 20 days, each requiring a separate permit.	N/A	25 ft.	Must meet district setbacks or at least 15 ft. or the height of the inflatable sign, whichever is greater, measured from the property line to the outer edge of the balloon.	Yes, required. Shall not be permitted simultaneously with other inflatable, banner, feather banner or human signs.
BANNER 	1 per establishment or residential development.	30 days per calendar year in residential districts / 90 days in non-residential. The length of display for any banner sign may be divided into no more than three separate time periods with a minimum length of 10 days for residential, 30 days for non-residential, each requiring a separate permit.	21 sq. ft.	8-ft. clearance over a pedestrian, bicycle or vehicle traffic area.	Must be mounted or secured on the facade of a structure, on a ground sign or on a fence or wall.	
FEATHER BANNER 	1 per establishment or residential development.			10 ft.	Must be set back a minimum of 10 ft. from the front property line and driveway entrance.	

	Number	Duration	Size	Height (Max.)	Location	Permit
HUMAN SIGN 	1 per site in non-residential districts (no V-shaped signs allowed).	Only during business hours. Maximum of 90 days per calendar year. The days may be divided into no more than 6 six time periods, no less than 15 days for each period. Each time period requires a separate application, fee and permit.	6 sq. ft.	8 ft. from ground		Yes, required. Shall not be permitted simultaneously with a banner, feather banner, or inflatable.
PORTABLE SIGN 	1 per ground floor use.	No maximum duration but may only be displayed during business hours.	8 sq. ft. per side	4 ft.	Must be located within 5 ft. of the entrance to the establishment. Sign may be located on a public sidewalk provided that 5 ft. of clear pedestrian access is maintained on the sidewalk. Must not be secured or locked to any item within the public right-of-way.	No
SEARCHLIGHTS 	4 light beams per tenant.	Ten days per calendar year.	NA	NA	Lighting equipment shall not interfere with traffic.	Yes

CITY OF KISSIMMEE LAND DEVELOPMENT CODE
CHAPTER 14-11 – SIGNS

	Number	Duration	Size	Height (Max.)	Location	Permit
YARD SIGNS: RESIDENTIAL 	An unlimited number of signs is allowed only during the period 90 days before and 30 days after elections held by the Osceola County Supervisor of Elections. Otherwise, 3 signs per lot at one time.	No sign may be displayed for more than 3 months. Properties offered for rent or sale may display the sign until the property is rented/sold, whichever is less. Active construction sites may display the sign for 18 months or until the certificate of occupancy is issued, whichever is less. See Section 106.1435, F. S. for the removal of political campaign advertisements.	6 sq. ft.	3 ft.	3 ft. minimum from property lines. Signs at active construction sites may also be attached to the construction fence.	Permit required only for signs at active construction sites
YARD SIGNS: NON-RESIDENTIAL 	1 sign per lot at one time		32 sq. ft. non-residential, mixed-use and multi-family districts	7 ft. non-residential, mixed-use and multi-family districts		

B. Searchlights.

Searchlights and/or beacon lights may be permitted upon approval of the Development Services Director. The following special requirements, in addition to the standards outlined in **Table 11-5**, shall apply:

1. The Development Services Director may require such electrical and lighting restrictions as deemed appropriate.
2. The lighting equipment shall not interfere with traffic.
3. Any noise generated by the motor must be confined to the tenant's property for which the lights are intended for advertisement.
4. Glare must be shielded so as to prevent the casting of light upon adjacent to publicly dedicated roadways and surrounding property.

C. Model House.

1. One yard sign shall be permitted per model house and per sales office location. See **Table 11-5** for standards.
2. For developments with privately maintained rights of way, the sign may be displayed in the right-of-way with the permission of the entity responsible for maintenance. For developments with public right-of-way, signs must be located on private property and must be set back a minimum of three feet from the front property line. All signs must be located on a street interior to the development.
3. A permit is required.

D. Human signs.

Human signs shall meet the standards of **Table 11-5** and the following:

1. No human sign shall be temporarily or permanently embedded in the ground, nor temporarily or permanently affixed to a building, structure, landscape, sign structure, light pole or other permanently affixed object.
2. The sign must not be allowed within any public right-of-way, including, but not limited to public streets, alleyways, sidewalks, bike paths/lanes or any other dedicated lands dedicated to the public; nor interfere with or physically interact with the motorist, pedestrians or bicyclists using the public rights-of-way.
3. Human signs must not interfere with the designed traffic and pedestrian walkways on the approved site plan of the business where advertised.
4. Human signs must not utilize any forms of illumination internal or external including, but not limited to flashing, blinking, or rotating lights nor reflection of light by mirrors.
5. Human signs must not employ any motion of any part, by any means, the illusion of motion or display color changes, nor must the sign be spun, twirled, swung, tossed, gyrated by the human being holding it. There must be no attachments to the sign such as ribbons, flags, balloons or other attention-getting devices.
6. Human signs must not generate any noise. No shouting, bull horns or amplified sound are permitted.
7. Human signs must not block or hinder the view of traffic control devices or vehicle site triangles as defined in City Code. No human sign must interfere with the free use of any fire escape, means of egress or standpipes; nor obstruct any building openings, windows or ventilations.

8. Any human sign that is dangerous must be removed immediately and made safe according to the Code Officer or Building Official.
9. Before a human sign may be displayed, a permit must be obtained. The permit must be posted at the business where the human sign will be located, in a conspicuous location. The application fee is due at the time the permit application is submitted. The application must include a detailed description of the human sign, including a plot plan showing where the human sign will be located. Proof of liability insurance approved by the City that specifically identifies coverage of the human signage in coverage amount of \$1,000,000 must be provided. Any application submitted that has not received approval for a permit within 30 days of submittal must be deemed denied.

14-11-12. Master Sign Plan

A. Purpose and Applicability.

The purpose of this section is to encourage and promote coordination, diversity and creativity for signs within large scale developments. It is not the intent of this section to allow deviations from current regulations unless strictly necessary to accommodate complex developments. The intent is to set higher and more creative, aesthetic standards than may be available under the standard code.

For projects containing multiple tenants and under single management control (e.g., shopping centers, business parks, campus-style developments, mixed-use developments), the owner or manager may submit a master sign plan to establish the area, types and location for all signs to be installed on the building site. The plan must also show existing signs proposed to remain.

If a master sign plan is not submitted, the sign shall be subject to the requirements within this chapter. After approval of the master sign plan, each tenant shall apply for a sign permit when any sign is proposed. This section is applicable to the following types of projects:

1. Major multi-tenant centers.
2. Planned unit developments.
3. Developments of Regional Impact (DRI).
4. Mixed use developments.
5. Hospitals

B. Sign Plan Submittal.

1. The applicant must submit, as part of their overall sign permit package, a master sign plan, which must include at least the following elements: A site plan, drawn to scale, indicating the location of all freestanding signs erected or to be erected on the parcel, including setbacks.
2. An elevation plan, drawn to scale, depicting all signs placed or to be placed on the buildings on the parcel.
3. A scaled elevation drawing of all freestanding and building signs, including their supporting structure, depicting the sign type, height, materials, dimensions and sign copy area.
4. The types of illumination to be used for each type of sign.
5. Proposed landscaping around the base of all freestanding signs.
6. Justification for deviations from current sign regulations.
7. Narrative outlining the process for approval of changes to the master sign plan.

8. A statement that “Any proposed sign by any tenant that creates a uniform change from the approved Master Sign Plan will require the applicant to obtain a statement from the property owner or manager” assessing the extent to which the variation is in keeping with the intent and goals of the Master Sign Plan.”

C. Review and Approval of a Master Sign Plan.

In reviewing the application for approval, the Development Review Committee (DRC) shall review the application to determine if it meets the following criteria:

1. The signage for the project must be in keeping with the overall architecture and character of the building development.
2. The signage for the project is designed to meet the needs of the project for communication, identification and wayfinding.
3. The signage, illumination and location do not adversely impact adjoining properties.
4. The proposed signage is consistent and not in conflict with the intent of this Chapter.

D. Permit Required

A sign permit for each sign shown on the master sign plan shall still be required (unless it qualifies as exempt per **Section 14-11-3**). No sign permit shall be issued unless the sign is consistent with the approved master sign plan.

E. Amendments to Approved Master Sign Plan.

After approval of a master sign plan, no sign shall be erected, placed, painted or maintained, except in conformance with such plan or provided that the plan is amended. All changes, except as provided in this Section, to an existing master sign plan shall require a formal application with all required information as determined by the Department Director to enable the staff to properly evaluate the requested change in accordance with the above criteria.

14-11-13. Billboards

Any new billboards in the city require conditional use approval by the Planning Advisory Board prior to building permit approval. Signs must adhere to the following criteria:

- A. Billboards shall be permitted only along Vine Street and the Florida Turnpike.
- B. Setbacks/Separation Requirements.
 1. 35 feet from adjacent rights-of-way.
 2. 50 feet from the edge of sign to intersections.
 3. 300 feet from residential zoning districts.
 4. 3,000 feet from other billboards.
 5. Applications must include a survey certified by a registered land survey of distances from the nearest billboard(s), and residential districts within 300 feet of the site.
- C. Billboards must be limited to 400 square feet in area and a maximum height of 30 feet.
- D. "V" style signs, not to exceed two sides, shall be permitted in any case where the angle sustained at the apex does not exceed 50 degrees and where the width between the poles at the apex does not exceed four feet.
- E. See **Sections 14-11-7.D and 14-11-7.E** for illumination and message center requirements.

14-11-14. Removal of Unsafe and Unlawful Signs.

A. Removal by Owner.

If the Building Official shall find that any sign regulated herein is unsafe or insecure, or is a menace to the public health, safety, morals and general welfare, or has been constructed, erected or is being maintained in violation of the provisions of this chapter, the Building Official must give written notice of such findings to the contractor, owner, agent or lessee thereof.

B. Removal by City (permanent signs).

If the contractor, agent, owner or lessee fails to remove or alter the structure so as to comply with the standards herein set forth within ten days after said notice, such sign may be removed or altered by the Department at the expense of the contractor, owner, agent or lessee of the property upon which such sign is located. The Department may cause any sign which is an immediate peril to persons or property to be removed immediately. Any permit issued by the Department for any sign must, by and upon receipt and acceptance by the contractor, owner agent or lessee, authorize such removal at the expense of said contractor, agent or lessee of all signs not properly maintained. The Department shall refuse to issue a permit to any owner or lessee who refuses to pay costs so assessed. Any sign removed or caused to be moved by the Department in compliance with the above provisions must be impounded for a maximum of ten days, after which it will be discarded. The owner, contractor, agent or lessee may redeem said sign by paying all expenses incurred for removal; plus storage in the amount of \$250 per sign.

C. Temporary Signs.

Any temporary sign, including but not limited to, those listed in **Section 14-11-11**, placed in violation of this chapter will be removed by the City at the expense of the owner, contractor, agent or lessee. For signs located on private property, a notice of violation may be hand-delivered to the owner, contractor, agent or lessee. For signs located on public property, signs must be removed without notice. Signs removed by the City must be impounded for a maximum of ten days, after which it will be discarded. Issuance of a third notice of temporary sign violation within 12 months to any person as defined herein will be accompanied by a summons to appear before the City Special Magistrate for said violation.



To: Ashley Cornelison, Senior Planner, City of Kissimmee
From: Patricia Tyjeski, AICP, Project Manager
CC: Megan Barrow, AICP, Senior Planner
Date: November 21, 2025
Reference: City of Kissimmee Sign Code Update - Submittal

Inspire was retained by the City to work closely with staff to update the City of Kissimmee Sign Code (Chapter 14-11 of the Land Development Code). This memorandum outlines the purpose of the update, the process followed, and lists the major changes proposed.

Purpose

The purpose of the update is to ensure that the code complies with federal court rulings, support the city's vision for development, facilitate use by residents and business owners, and ensure consistent enforcement by staff.

Content Neutrality. The primary motivation behind the sign code update is to align the regulations with the U.S. Supreme Court's decision in *Reed v. Town of Gilbert* (2015). In that case, the Court ruled that sign regulations cannot be based on the message displayed, because doing so violates the First Amendment. In *Reed*, a pastor in Gilbert, Arizona, sued the city when his church was cited for placing temporary signs, which directed parishioners to their services, for longer than allowed by code, and for not including the date of the event on the signs. The pastor argued that the regulations violated his free speech rights; the Court ultimately ruled that if a sign's message must be read to determine how it is regulated, the rule is considered content-based and must undergo a higher level of constitutional scrutiny – effectively making it unconstitutional.

Kissimmee, like the Town of Gilbert and countless other municipalities around the nation, has long set its signage rules based on content. For example, the code has specific standards for temporary signs depending on what they advertise: real estate signs, garage sale signs, political signs, etc. One section goes as far as specifying that "identification signs" may include information on hours of services, name of minister, special events, etc. These rules go beyond the allowable "time, place, and manner" regulations, instead crossing over into speech regulation. Kissimmee's updated code now focuses on regulating the factors allowed by the Court, such as time (e.g., when certain sign types can be displayed), place (e.g., zoning district, property usage, and setbacks) and manner (e.g., dimensional standards by sign type).

Form Based Code. The sign code was also revised to work in harmony with Kissimmee’s Form-Based Code adopted in 2020, which guides the physical form and character of new development and redevelopment downtown and along the Vine Street corridor. The proposed sign standards promote consistent design and support a visually cohesive streetscape by setting illumination, setback, and other standards most appropriate for the context and desired form.

Downtown CRA Overlay. The Form-Based Code replaced the development standards contained in the Downtown CRA Overlay Design Manual. The proposed sign code incorporates the sign standards contained in the manual, achieving consolidation of documents.

User Friendliness. Finally, the new regulations are designed to be more user-friendly. The previous code included many detailed regulations that proved difficult to navigate. Shifting to content neutrality certainly assists in simplifying some of these complications. In addition, the proposed updated version uses clearer language, a more organized structure, and more consistent limits on height, size, display duration, etc., across sign types and zoning districts wherever possible. These improvements will make it easier for residents, businesses, and city staff to understand and apply the rules.

Overall, the new sign code is better aligned with Kissimmee’s development goals, and simpler to use.

Process

The update process began in December 2020. But the project was put on hold due to city staff’s increased workload. It was resumed earlier this year and the following activities were completed:

- Draft revisions based on staff comments
- In-person public workshop (June 25, 2025)
- Virtual workshop with sign companies (7/17/2025)
- Joint workshop with the Planning Board and City Council (9/22/2025)
- Staff workshop (10/23/2025)

The draft submitted considered all the comments received during this process.

Summary of Major Changes

- ❖ Definitions
 - Updated relevant terms in Chapter 14-2 of the Land Development Code. Added specificity to descriptions and graphics where needed.
 - Renamed all items to “Sign, [type]” to improve search and readability.
 - Deleted content-specific phrases and terminology.
- ❖ General Legal and Administrative Considerations
 - Updated Purpose and Intent; added Severability clauses; expanded details of Applicability; simplified Non-Conforming and Abandoned Signs.
 - Added detail to Prohibited Signs where needed; deleted content specificity.
 - Updated Permit and Permit Exemption details and sign types and included references where relevant.
 - Clarified and reorganized Administrative Adjustment standards, including consolidation of lengthy information from other subsections such as Creative Signs and Variances.

- Updated all references to other code sections, board names, and processes.
- ❖ General Sign Standards
 - Moved vital Non-Commercial Message declaration to this subsection.
 - Clarified language on copy area measurement; added new information on height of freestanding signs.
 - Updated illumination standards and added numerous photographic examples.
 - Expanded “message centers” into Changeable Copy Signs to cover wider range of today’s sign types and set visual standards to reduce hazards and distraction.
 - Streamlined language on sign design and structure and consolidated regular standards here such as landscaping around signs and tree protection rules.
- ❖ Permanent Sign Standards
 - Deleted content-specific standards and descriptions such as Identification Signs, Instructional Signs, Onsite Wayfinding Signs, and Onsite Directional Signs.
 - Added photographic examples; replaced older illustrations.
 - Consolidated and reorganized prose standards into more user-friendly tables and eliminated redundant clauses on illumination, landscaping, base design, etc.
 - Reorganized and consolidated ground sign standards into significantly fewer categories, based on broad zoning/use groups (residential, non-residential, and FBC) and locally determined street type (A, B, other) rather than by the combination of roadway functional classification, 13 zoning districts, building area, and in some cases future land use.
 - Added Form Based Code subsection with street wall sign illustration.
- ❖ Temporary Signs
 - Deleted content-specific standards and descriptions such as Real Estate Signs, Garage Sale Signs, Banners for political headquarters and offices; reorganized into content-neutral regulations based on sign types such as yard signs, banner signs, balloons, etc.
 - Added general standards for location, size and height, duration, and storm/hurricane procedures.
 - Consolidated and reorganized prose standards into more user-friendly tables.
 - Simplified banner standards by removing zoning district differentiation.
 - Adjusted yard sign size and time allowances to encompass all the different types of yard signs that could be used.
- ❖ Master Sign Plans
 - Updated standards and processes.

**CITY OF KISSIMMEE
NOTICE OF PUBLIC HEARING
TEXT AMENDMENT**

The City of Kissimmee proposes to adopt the following ordinance that would update Chapter 14-11, Signs and Chapter 14-2, Definitions in the Land Development Code as described below. A public hearing to consider the proposed ordinance will be held by the City of Kissimmee City Commission for **Second and Final Reading on Tuesday, January 6, 2026** at 6:00 p.m. or as soon thereafter as possible, in the Commission Chambers of City Hall, 101 Church Street, Kissimmee, Florida.

Any interested party wanting to be heard on this issue may submit testimony to be read into the official record to CityClerkEmail@kissimmee.gov prior to the start of the meeting or may be heard by participating in person.

Any questions regarding this public hearing may be directed to the Development Services Department at (407) 518-2140 or at planning@kissimmee.gov.

PROPOSED ORDINANCE #25-21: AN ORDINANCE AMENDING THE CODE OF THE CITY OF KISSIMMEE, FLORIDA CODE OF ORDINANCES TITLES; REORGANIZING AND UPDATING CHAPTER 14-11 SIGNS; UPDATING SIGNAGE DEFINITIONS IN CHAPTER 14-2; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE

In accordance with Florida Statutes 286.0105: 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 a record of the proceedings, and for such purposes may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is made.

In accordance with Florida Statute 286.26, persons needing assistance to participate in any of these proceedings should contact the Office of the City Clerk (407) 518-2308 prior to the meeting. (FS286.26)

ITEM 5.A

Public Hearing - Pain Management License for Pharm Aid Pharmacy

Request

Approval of a Pain Management License for Pharm Aid Pharmacy located at 1341 E Vine St.

Explanation

The City adopted the Pain Management License Ordinance at the June 26, 2012 City Commission meeting. The Ordinance included exemptions to the license requirement for pharmacies or pain management clinics that meet any one of the exemption criteria. If a pharmacy or clinic does not meet any of the exemptions, a pain management license approved by City Commission is required to prescribe or dispense any Schedule II controlled substances.

Pharm Aid is a pharmacy requesting approval of a pain management license (CU-25-0023) for its business located at 1341 E. Vine St. The Development Review Committee (DRC) review of the license confirmed that the pharmacy is a permitted use under the property's Mixed Use Urban Corridor (T5-U) Zoning designation. The staff recommendation for approval includes the general conditions established from the Pain Management Ordinance.

Recommendation

Approval of a Pain Management License for Pharm Aid pharmacy, subject to conditions.

The Development Review Committee (DRC) recommended approval on December 2, 2025, subject to conditions.

CONDITIONS:

1. A criminal background check of all owners, operators, or any other party with a proprietary interest in the establishment is required in order to provide assurances that such persons have no criminal convictions, including, but not limited to, convictions under F.S. Ch. 893, within the last 10 years.
2. The pharmacy shall only dispense any Schedule II substances, as defined in Section 10-408 of the Pain Management Ordinance, between the hours of 9:00 a.m. to 7:00 p.m.
3. Each pain management clinic or pharmacy shall be registered separately for each location within the City regardless of whether each clinic or pharmacy is operated under the same business name or management as another clinic or pharmacy.
4. Each application for a pain management clinic or pharmacy shall disclose each owner and operator of such clinic or pharmacy, and individual principals of any entity that owns such clinic or pharmacy.
5. The pain management clinic or pharmacy shall not limit the form of payment for goods or service to cash only.
6. The pain management clinic or pharmacy shall not accept cash for payment of goods and services associated with the prescribing or dispensing of Schedule II substances except for insurance co-pays, coinsurance, or deductibles.
7. The pharmacy shall have a state licensed pharmacist physically on-premises at all times during all hours of operation.
8. The pharmacy shall post a copy of all licensed pharmacists' licenses.

9. The pharmacy shall require a valid state/federal photo identification or passport to identify the patient or, in the case of a minor, parent or legal guardian's similar identification, prior to the dispensing of any Schedule II substances.
10. The pharmacy shall not dispense more than a 30-day supply of any Schedule II substance provided the patient's valid identification is from the state of Florida. For any patient whose valid identification is outside the state, the pharmacy shall not dispense more than a 72-hour supply of any Schedule II substances.
11. A pharmacy may also dispense up to a 30-day supply of any Schedule II substances provided the patient presents a valid photo identification and a utility bill that is not older than 3 months, that is in the name of the patient or patient's spouse and that shows a city address.
12. The pharmacy shall maintain a legible copy of the prescriptions for Schedule II substances as defined by Section 10-408 of the Pain Management Ordinance, the patient's photo identification for each prescription dispensed or delivered, and the utility bill, if applicable. The records must be maintained for a minimum of 2 years. Such records shall be available for inspection and copying by the law enforcement agencies, as permitted by F.S. § 893.07, for a minimum of 2 years.
13. The delivery, including mail order delivery, of all Schedule II substances shall be prohibited except to any facility licensed under F.S. Ch. 400 or 429; any address located within the City boundaries and listed on the patient's valid photo identification; or an address listed within the City boundaries on the utility bill for the patient or the patient's spouse, if applicable.
14. Provide a monthly summary report to the Kissimmee Police Department for all Schedule II substances, as defined in Section 10-408 of the Pain Management Ordinance, that have been dispensed by this facility. The monthly report shall be provided by the 7th day of each month for the previous month.
15. The pain medication license shall be issued for a period of 1 year. This license must be renewed annually, subject to a \$200 fee, and approved by the City Manager or designee. The amount of the renewal fee may be modified by resolution of the City Commission after a public hearing.
16. A pain management license shall not be transferable. Any change in ownership shall require the new owner to reapply for a new license prior to prescribing, storing or dispensing Schedule II substances.
17. If, at any time, the City Manager or designee determines that any pain medication license holder has failed to comply with any applicable conditions of its license, or is operating in a manner harmful to the public health, safety or welfare and not in compliance with the terms of this chapter, the City Manager may place on the City Commission public hearing agenda an item to determine whether the pain medication license should be revoked. The City Manager or designee shall prepare a report with analysis showing the noncompliance.

REQUESTED CITY COMMISSION ACTION:

Approve w/Conditions

Department: Development Services

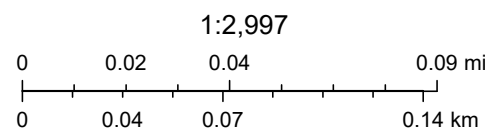
Presenter: Brenda Ryan

Attachment(s):

1. CU-25-0023 Aerial Map
2. CU-25-0023 Vicinity Map
3. CU-25-0023 City Commission Ad
4. CU-25-0023 Planning Conditions & Pain Management Ordinance
5. CU-25-0023 Supporting Documents

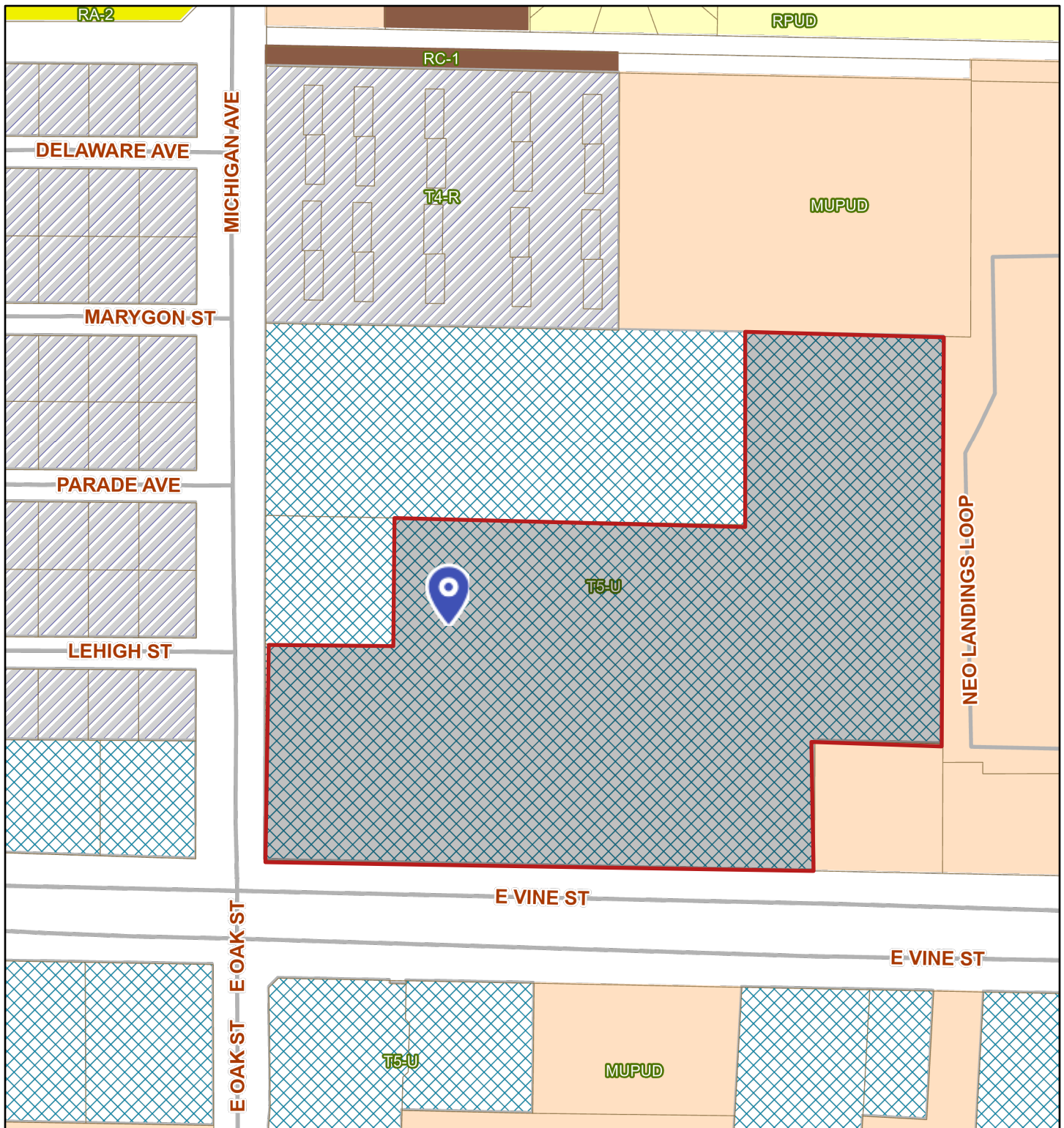


December 3, 2025



State of Florida, Vantor

CU-25-0023
Pharm-Aid
Pain Management License



Legend		
City Limits	IB (Industrial Business)	RE (Residential Estate)
Zoning District	MH (Mobile Home 6,000 sqft)	RPB (Residential Professional Business)
AC (Agricultural Conservation)	MHP (Mobile Home Park)	RPUD (Residential Planned Unit Development)
AI (Airport Industrial)	MUPUD (Mixed Use Planned Unit Development)	SRPUD (Short Term Rental Planned Unit Development)
AO (Airport Operations)	OS (Open Space)	UT (Utilities)
B-2 (Neighborhood Commercial)	RA-1 (Single Family Residential)	SD (Special District)
B-3 (General Commercial)	RA-2 (Single Family Residential)	T1 (Natural)
B-5 (Office Commercial)	RA-3 (Single Family Residential)	T3 (Edge)
BP (Business Park)	RA-4 (Single Family Residential)	T4-O (Neighborhood Open)
CF (Community Facility)	RB-1 (Medium Density Residential)	T4-R (Neighborhood Restricted)
HC (Highway Commercial)	RB-2 (Medium Density Residential - Office)	T5-M (Mixed-Use Center)
HF (Hospital Facility)	RC-1 (Multiple Family Medium Density Residential)	T5-U (Mixed-Use Urban Core)
	RC-2 (Multiple Family High Density Residential)	T6 (Waterfront)

Published Daily in
Orange, Seminole, Lake, Osceola & Volusia Counties, Florida

Sold To:

City of Kissimmee Planning Services - CU80085212
101 Church St, Ste 110
Kissimmee, FL 34741

Bill To:

City of Kissimmee Planning Services - CU80085212
101 Church St, Ste 110
Kissimmee, FL 34741

**State Of Florida
County Of Orange**

Before the undersigned authority personally
appeared
Rose Williams, who on oath says that he or
she is a duly authorized representative of the
ORLANDO SENTINEL, a DAILY
newspaper published in ORANGE County,
Florida; that the attached copy of
advertisement, being a Legal Notice in:

The matter of 11150-Public Hearing Notice
Was published in said newspaper by print in
the issues of, or by publication on the
newspaper's website, if authorized on Dec
15, 2025.

Affiant further says that the newspaper
complies with all legal requirements for
publication in Chapter 50, Florida Statutes.



Signature of Affiant

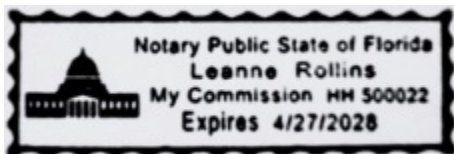
Rose Williams

Name of Affiant

Sworn to and subscribed before me on this 16 day of December, 2025,
by above Affiant, who is personally known to me (X) or who has produced identification ().



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped

7907983

CITY OF KISSIMMEE NOTICE OF PUBLIC HEARING

The City Commission will hold a Public Hearing on Tuesday, January 6, 2026 at 6:00 p.m. or as soon thereafter as possible, in the Commission Chambers of City Hall, 101 Church Street, Kissimmee, Florida to consider a Pain Management License for Pharm Aid.

The subject property is located 1341 E. Vine Street; Parcel ID#14-25-29-00U0-0302-0000.

Any interested party wanting to be heard on this issue may submit testimony to be read into the official record to CityClerkEmail@kissimmee.gov prior to the start of the meeting or may be heard by participating in person. Any questions regarding this public hearing may be directed to the Development Services Department at (407) 518-2140 or at planning@kissimmee.gov.

In accordance with Florida Statutes 286.0105: 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 a record of the proceedings, and for such purposes may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is made.

In accordance with Florida Statute 286.26, persons needing assistance to participate in any of these proceedings should contact the Office of the City Clerk (407) 518-2308 prior to the meeting. (FS286.26)
12/15/2025 7907983

7907983



THE FOLLOWING SHALL BE USED AS AN ADDENDUM TO ANY PLAN, FILE, OR OTHER DOCUMENT REVIEWED IN ENERGОВ & BLUEBEAM

ADDRESS: 1341 E. Vine St.

DATE: 11/26/2025

PLAN NUMBER: CU-25-0023

PROJECT NAME: Pain Management License - Pharmacy

REVIEW VERSION NUMBER: V1

**Review Status:
APPROVED WITH CONDITIONS.**

PLANNING - Brenda Ryan - 407.518.2104 - Brenda.Ryan@kissimmee.gov

1. Approval of a pain management license for Pharm-Aid at 1341 E. Vine St. only.
2. Subject to the conditions and standards of the City's Pain Management Establishments and Pharmacies Article VIII, Chapter 10, Businesses and Business Regulations, Part II, Code of Ordinances, Sections 10-464 through Section 10-466, which is attached as reference.

If you have any questions regarding the comments/conditions above, please use the contact information provided.

Please login to the Citizen Self Service portal at www.kissimmee.gov.energov to upload a response to comments.

Additional comments may be forth coming as a result of revisions to the plans, any new changes in the information provided, future plan review up to plan approval and permitting and/or with submittal of supporting documentation. When submitting, please provide a response to comments outlining where and how the comments have been addressed.

Sec. 10-464. - Review criteria for pain medication licenses.

An application for a pain medication license shall be submitted to the city manager or his designee. The development review committee shall review the application, based on the criteria of this article and consistency of the application with the public health, safety, and welfare of the city, and shall make a recommendation to the city manager or his designee. The city manager or his designee shall prepare a report to the city commission recommending approval, approval with conditions, or denial, based upon the following criteria:

- (1) The amount and degree of law enforcement activities generated by the operation of any such establishment, by previous similar establishments in the same location or at any location involving any of the same owners or operators. Consideration will be given as to whether the calls are initiated by the pain medication license holder and what efforts have been taken to reduce unlawful activity at establishments owned or operated by the applicant;
- (2) A criminal background check of all owners or operators or any other party with a proprietary interest in such establishment shall be conducted in order to provide assurances that such persons have no criminal convictions, including, but not limited to, convictions under F.S. ch. 893, within the last ten years;
- (3) The adverse effects of prescribing, storing, and/or dispensing Schedule II substances shall not place an undue burden on the nearby properties in proximity to the establishment, especially with respect to patron activities and effects of noise, traffic, parking, and vehicular use; and
- (4) The amount and degree of security measures in place, including, but not limited to, impact resistant glass, exterior lighting, security cameras, video recordings, alarm and panic system, Crime prevention through environmental design ("CPTED") standards, principals, and signage.

(Code 1995, § 5-13-5; Ord. No. 2828, 6-26-2012)

Sec. 10-465. - Mandatory conditions for pain medication license.

All pain medication licenses shall require compliance with the following conditions:

- (1) During all hours of operation, the pain management clinic or pharmacy shall comply with the following conditions:
 - a. Each pain management clinic or pharmacy shall be registered separately for each location within the city regardless of whether each clinic or pharmacy is operated under the same business name or management as another clinic or pharmacy;
 - b. Each application for a pain management clinic or pharmacy shall disclose each owner and operator of such clinic or pharmacy, and individual principals of any entity that owns such clinic or pharmacy;

- c. The pain management clinic or pharmacy shall not limit the form of payment for goods or service to cash only;
 - d. The pain management clinic or pharmacy shall not accept cash for payment of goods and services associated with the prescribing or dispensing of Schedule II substances except for insurance co-pays, coinsurance, or deductibles; and
 - e. Such other conditions as the city commission determines are reasonably related to the public health, safety and welfare.
- (2) Pharmacies. During all hours of operation, the pharmacy shall comply with the following conditions:
- a. The pharmacy shall have a state licensed pharmacist physically on-premises at all times during all hours of operation;
 - b. The pharmacy shall post a copy of all licensed pharmacists' licenses;
 - c. The pharmacy shall require a valid state or federal photo identification, or passport, to identify the patient or, in the case of a minor, his parent or legal guardian's similar identification, prior to the dispensing of any Schedule II substances;
 - d. The pharmacy shall only dispense any Schedule II substances as defined in section 10-408 between the hours of 9:00 a.m. to 7:00 p.m.;
 - e. The pharmacy shall not dispense more than a 30-day supply of any Schedule II substance provided the patient's valid identification is from the state. For any patient whose valid identification is outside the state, the pharmacy shall not dispense more than a 72-hour supply of any Schedule II substance except that a pharmacy may dispense up to a 30-day supply of any Schedule II substance provided the patient presents a valid photo identification, in accordance with this section, and a utility bill that is not older than three months, that is in the name of the patient or the patient's spouse, and that shows a city address;
 - f. The pharmacy shall maintain a legible copy of the prescription for Schedule II substances as defined by section 10-408, the patient's photo identification for each prescription dispensed or delivered, and the utility bill, if applicable. The records must be maintained for a minimum of two years. Such records shall be available for inspection and copying by the law enforcement agencies, as permitted by F.S. § 893.07, for a minimum of two years;
 - g. The delivery, including mail order delivery, of all Schedule II substances shall be prohibited except:
 - 1. To any facility licensed under F.S. ch. 400 or 429;
 - 2. While fully complying with this article to any address located within the city boundaries and listed on the patient's valid photo identification; or

3. While fully complying with this article to the address listed within the city boundaries on the utility bill for the patient or the patient's spouse, if applicable;
- h. Provide a monthly summary report to the police department for all Schedule II substances as defined in section 10-408 that have been dispensed by this facility. The monthly report shall be provided by the seventh day of each month for the previous month. At a minimum, the report shall include the following:
 1. A list of all physicians that have prescribed Schedule II substances and the business address of the prescribing physician;
 2. The number of prescriptions written by each physician or physician's office;
 3. The number of prescriptions associated with each type of Schedule II substances;
 4. Certification from the applicant that the pain management clinic or pharmacy is in compliance with all provisions of the pain medication license; and
 5. A current listing of all suppliers/wholesalers for all Schedule II substances.
- (3) Pain management clinics. During all hours of operation, the pain management clinic shall comply with the following conditions:
 - a. The pain management clinic shall only operate between the hours of 9:00 a.m. to 6:00 p.m.;
 - b. Prior to prescribing or dispensing any Schedule II substances, the licensed physician shall perform a physical examination of a patient on the same day at the same location that he dispenses or prescribes any Schedule II substance. The physical exam shall be performed by the licensed physician and shall not be performed by a nurse or physician's assistant. A written report of the physical examination shall be placed in the patient record;
 - c. The physician shall require a valid state or federal photo identification, or passport, to identify the patient or, in the case of a minor, his parent or legal guardian's similar identification, prior to the prescribing or dispensing of any Schedule II substances;
 - d. A physician shall not prescribe or dispense more than a 30-day supply of any Schedule II substance provided the patient's valid identification is from the state. For any patient whose valid identification is outside the state, the physician shall not prescribe or dispense more than a 72-hour supply of any Schedule II substance except that a physician may prescribe or dispense up to a 30-day supply of any Schedule II substance provided the patient presents:
 1. A valid photo identification in accordance with this section; and
 2. A utility bill that is not older than three months, that is in the name of the patient or the patient's spouse, and that shows a city address;

e.

The physician shall maintain a legible copy of the prescription for Schedule II substances as defined by section 10-408, the patient's photo identification for each prescription, and the utility bill required by this section, if applicable. The records must be maintained for a minimum of two years. Such records shall be available for inspection and copying by the law enforcement agencies, as permitted by law, for a minimum of two years;

- f. Each prescription must be clearly documented in the patient record. All written prescriptions must include the name, address, substance name, amount prescribed, and detailed instructions;
- g. The pain management clinic shall establish and submit to the city as part of the pain medication license application written policies and procedures governing the management of pain that are reviewed every year and revised more frequently as needed. The written policies and procedures shall include at least the following:
 - 1. A written procedure for systematically conducting periodic assessment of patient's pain;
 - 2. Criteria for the assessment of pain, including, but not limited to, pain intensity or severity, pain character, pain frequency or pattern, or both; pain location, pain duration, precipitating factors, responses to treatment and the personal, cultural, spiritual, and/or ethnic benefits that may impact an individual's perception of pain;
 - 3. A written procedure for the monitoring of a patient's pain;
 - 4. A written procedure to ensure the consistency of pain rating scales across the pain management clinic;
 - 5. Requirements for documentation of a patient's pain status on the medical record;
 - 6. A procedure for educating patients and, if applicable, their families about pain management when identified as part of their treatment;
 - 7. A written procedure for systematically coordinating and updating the pain treatment plan of patient in response to documented pain status;
 - 8. Whether or not the pain management clinic requires patients to enter into a narcotic medication agreement, and, if so, whether the agreement addresses the risks associated with taking Schedule II substances; requirements for the patient to use one pharmacy to fill all Schedule II prescriptions; a requirement that the patient not utilize illegal or illicit drugs or obtain additional prescriptions for Schedule II substances; a requirement that prescriptions not be transferred, shared, traded or sold; authorization for the pain management clinic to contact other physicians and pharmacies to validate compliance; indicators of patient misuse, abuse or diversion

that may result in noncompliance or violation of the agreement; and the consequences for noncompliance or violation of the agreement, including, but not limited to, patient authorization for referral to law enforcement; and

9. Whether or not the physician requires random drug screening.

(4) Each pain management clinic shall develop, revise as necessary and implement a written plan for the purpose of annual training and educating staff on pain management policies and procedures. The plan shall be submitted and reviewed as part of the application for pain medication license. The plan shall include mandatory educational programs that address at least the following:

- a. Orientation of new staff to the pain management clinic's policies and procedures on pain management;
- b. Training of non-clerical staff on the dangers of prescription drug diversion, the signs of misuse and abuse, and the importance of patient compliance with prescribed regimens;
- c. Patient rights; and
- d. Implementation of the plan shall include records of attendance of each program for each member of the pain management clinic's staff.

(5) Provide a monthly summary report to the police department for all Schedule II substances as defined in section 10-408 that have been prescribed or dispensed by this facility. The monthly report shall be provided by the seventh day of each month for the previous month. At a minimum, the report shall include the following:

- a. List of all physicians that have prescribed Schedule II substances, with their business addresses;
- b. The number of prescriptions written by each physician or physician's office; and
- c. The number of prescriptions associated with each type of Schedule II substances.

(Code 1995, § 5-13-6; Ord. No. 2828, 6-26-2012)

Sec. 10-466. - Issuance, revocation, and renewal of pain medication license.

(a) *Approval and issuance.* Following consideration of the application for a pain medication license by the development review committee, the committee shall forward its recommendation for approval, denial, or conditional approval of the license to the city manager or his designee and the city manager or his designee shall place the application, with recommendations, on the next available city commission agenda, for public hearing. Upon approval or conditional approval of an application for a pain management license by the city commission, based on the criteria of this article, the pain medication license shall be issued, for a period of one year.

(b) *Revocation, suspension, or imposition of additional conditions and/or restrictions.*

- (1) If, at any time, the city manager or his designee determines that any pain medication license holder has failed to comply with any applicable conditions of its license, or is operating in a manner harmful to the public health, safety or welfare and not in compliance with the terms of this chapter he may place on the city commission public hearing agenda an item to determine whether the pain medication license should be revoked. The city manager or his designee shall prepare a report with analysis showing the compliance or noncompliance with the following criteria:
 - a. During the operation of the pain management clinic or pharmacy, the pain medication license holder has or has not complied with all conditions imposed at the time of license issuance;
 - b. During the operation of the pain management clinic or pharmacy, the pain medication license holder has or has not taken all reasonable precautions to discourage unlawful activity, including vandalism, crimes against property or persons, disturbances, loitering of patrons, narcotics use or distribution, excessive noise, vehicular use by impaired patrons, and illegal activity of any kind by employees, patrons or others associated with the establishment;
 - c. During the operation of the pain management clinic or pharmacy, the pain medication license holder has or has not taken all reasonable efforts to prevent nuisances and/or criminal activity both inside and outside the establishment;
 - d. During the hours of operation, the pain medication license holder has or has not exceeded the number of occupants set by the city building and fire officials as the maximum capacity (persons) for the establishment; or
 - e. The pain medication license holder is in compliance with public health, safety or welfare.
- (2) The city manager or his designee, on the recommendation of the police chief, shall have the power to enter an order immediately revoking a pain medication license or suspending the operation of said facility.
- (3) Within 30 days of the suspension of the operation of the facility, as noted above, a public hearing on said revocation, suspension, or imposition of additional conditions shall be conducted in the manner described in division 2 of this article. The city commission will consider the matter de novo, and will determine whether the city manager or his designee was justified in revoking and/or suspending the pain medication license. The presumption of the correctness of the decision may be overcome by the license holder, upon a showing of competent substantial evidence that the finding of the city manager or his designee was not correct. The burden of proof will be on the applicant seeking the reinstatement of a revoked license.
- (4)

After consideration of the matter, the city commission may revoke or suspend the pain medication license or allow the licensee to continue operating with the prescribing or dispensing of Schedule II substances, subject to any reasonable additional conditions deemed necessary to mitigate or eliminate the adverse effects of such operation.

- (5) Should the pain medication license be revoked, no reapplication for a pain medication license by the owners or operators shall be considered for any location within a 24-month period following the date of final revocation. After the expiration of the 24-month period, a new application and corresponding fee must be submitted.
- (c) *Renewal of pain medication license.* Each pain medication license shall be required to be renewed no later than one year following the date of initial granting of the license. The annual renewal of any pain medication license shall be processed by the city manager or his designee and reviewed based upon the criteria of this article. If the city manager or his designee approves the renewal, the license shall be renewed upon payment of the nonrefundable annual fee in the amount of \$200.00 per registered address. The amount of the renewal fee may be modified by resolution of the city commission after a public hearing. If the city manager or his designee denies the renewal, the licensee shall have ten days from the date of the notice of denial to appeal the decision to the city commission in accordance with division 2 of this article. The notice of appeal shall be timely submitted to the city manager and the city shall schedule a public hearing within 30 days of the receipt of the notice. The city commission shall consider the appeal and make a decision with reasons stated using the provisions, terms and criteria set forth in this article. At the time of the requested license renewal, the city manager or his designee may, based on the criteria of section 10-463 recommend the imposition of additional conditions upon the pain medication licensee. If additional conditions are recommended by the city manager or his designee, the renewal shall be placed on the city commission agenda for public hearing on the proposed imposition of additional conditions, in accordance with division 2 of this article. If a license is non-renewed or the commission denies an appeal of the non-renewal, the owners and operators shall not be allowed to apply for a new pain medication license for a period of 24 months. In the event the city non-renews, revokes, or denies a pain medication license, the city reserves the right to contact the appropriate local, state and federal agencies for administrative or criminal action.
- (d) *Appeal procedure.* Appeal of any city commission decision regarding the issuance, suspension, revocation or non-renewal of pain medication license shall be to the circuit court, in the manner provided by state law. In accordance with state law, failure to appeal within 30 days of the rendition of the decision shall result in the applicant waiving his right to appeal.
- (e) *Transferability.* A pain management license shall not be transferable. Any change in ownership shall require the new owner to reapply for a new license prior to the prescribing, storing or dispensing of Schedule II substances.



ADDRESS NOTIFICATION

Osceola County Sheriff's Office

911 Addressing

1 Courthouse Square, Suite 1100, Kissimmee, FL 34741

Phone: (407) 742-5911 Fax: (407) 742-5912

911Addressing@osceolasheriff.org

Tax Parcel #R 14 / 25 / 29 / 0000 / 0302 / 0000

Property owner of record: HART PROPERTIES

Address issued for: 1301 E VINE ST Kissimmee FL 34744.

Please check all boxes that apply:

☒ Verification of Existing

☐ New Issue

☒ Form Updated

☐ Change of Address

Applicant's name: Daniel Melal

Phone #: 917 968 4271 Cell #: _____

Email: OrlandoPharm-Addrx.com

Applicant's Signature [Signature]

FOR COUNTY 911 USE:

Current address in use: 1341 E. Vine Street

New issued address: 1341 E. Vine Street

Comments: We rent 1341 E. Vine Street
from the parcel above

Date: 10/10/2025 Issued By: _____

Please notify the Post Office if this is a newly issued address.
County Ordinance 04-47 requires the posting of your address.

RESIDENTIAL: Must be no less than 4 inches in height and ½ inch in width.

COMMERCIAL: Must be no less than 6 inches in height and ½ inch in width.

(SEE ORDINANCE NEXT PAGE FOR PROPER POSTING OF BUILDING NUMBER(S))

ADR #: _____

Retain this Copy for your Records



Affidavit

Mandatory Conditions for Operation of Non-Exempt Pharmacies City of Kissimmee Code of Ordinances, Section 5-13-6

The conditions below shall be adhered to by all licensed Non-exempt Pharmacies established after June 30, 2012. Note: These conditions shall be *in addition to* any conditions imposed by the City Commission upon approval of the Pharmacy License. This affidavit must be completed, signed, notarized and submitted with the Application for a Pain Medication License in order to be accepted.

All pain medication licenses shall require compliance with the following conditions:

1. Each pain management clinic or pharmacy shall be registered separately for each location within the City regardless of whether each clinic or pharmacy is operated under the same business name or management as another clinic or pharmacy;
2. Each application for a pain management clinic or pharmacy shall disclose each owner and operator of such clinic or pharmacy, and individual principals of any entity that owns such clinic or pharmacy;
3. The pain management clinic or pharmacy shall not limit the form of payment for goods or service to cash only;
4. The pain management clinic or pharmacy shall not accept cash for payment of goods and services associated with the prescribing or dispensing of schedule II substances except for insurance co- pays, coinsurance, or deductibles; and
5. Such other conditions as the City Commission determines are reasonably related to the public health, safety and welfare.

Licensed pharmacies shall comply with the following conditions in addition to those outlined above:

1. The pharmacy shall have a State of Florida licensed pharmacist physically on premises at all times during all hours of operation;
2. The pharmacy shall post a copy of all licensed pharmacists' licenses.

3. The pharmacy shall require a valid State or Federal photo identification, or passport, to identify the patient or, in the case of a minor, his/ her parent or legal guardian's similar identification, prior to the dispensing of any schedule II substances;
4. The pharmacy shall only dispense any schedule II substances as defined in Section 5-13-2 between the hours of 9: 00 a.m. to 7: 00 p.m.;
5. The pharmacy shall not dispense more than a thirty (30) day supply of any schedule II substance provided the patient's valid identification is from the State of Florida. For any patient whose valid identification is outside the State of Florida, the pharmacy shall not dispense more than a seventy two (72) hour supply of any schedule II substance except that a pharmacy may dispense up to a thirty (30) day supply of any schedule II substance provided the patient presents a valid photo identification, in accordance with this section, and a utility bill that is not older three (3) months, that is in the name of the patient or the patient' s spouse, and that shows a City of Kissimmee address.
6. The pharmacy shall maintain a legible copy of the prescription for schedule II substances as defined by section 5-13-2 the patient's photo identification for each prescription dispensed or delivered; and the utility bill, if applicable. The records must be maintained for a minimum of two (2) years. Such records shall be available for inspection and copying by the law enforcement agencies, as permitted by Section 893. 07, Florida Statutes, for a minimum of two (2) years;
7. The delivery, including mail order delivery, of all schedule II substances shall be prohibited except (i) to any facility licensed under Florida Statutes Chapters 400 or 429, or (ii) while fully complying with this Article to any address located within the Kissimmee City boundaries and listed on the patient's valid photo identification, or (iii) while fully complying with this Article to the address listed within the Kissimmee City boundaries on the utility bill for the patient or the patient' s spouse, if applicable;
8. Provide a monthly summary report to the Police Department for all schedule II substances as defined in section 5-13-2 that have been dispensed by this facility. The monthly report shall be provided by the seventh day of each month for the previous month. At a minimum, the report shall include the following:
 - a) A list of all physicians that have prescribed schedule II substances and the business address of the prescribing physician;
 - b) The number of prescriptions written by each physician or physicians' office;
 - c) The number of prescriptions associated with each type of schedule II substances;
 - d) Certification from the applicant that the pain management clinic or pharmacy is in compliance with all provisions of the pain medication license; and,
 - e) A current listing of all suppliers/ wholesalers for all schedule II substances.

AFFIDAVIT OF AGREEMENT

I have read the above mandatory conditions for Non-exempt Pharmacies. I clearly understand these conditions must be adhered to at all times during the operation of the business licensed at the address below. I am also aware of my responsibilities for the operation of a pharmacy on the property. I further understand that any violation of this affidavit and/or other conditions imposed by the City of Kissimmee for the operation of the business licensed at the address contained in this affidavit may result in code enforcement action and/or revocation of the license to operate said facility.

Applicant Name: Daniel Melol
Business Name: Pharm-Aid Enterprises LLC
Business Address: 1341 E Vine St Kissimmee FL 34744 Suite: 1341
Signature of Applicant: [Signature] Date: 10/10/2025

NOTARY PUBLIC INFORMATION:

STATE OF FLORIDA

The forgoing instrument was acknowledged before me this 10 day of October, 2025 by Daniel Melol
(Name of person acknowledging) He/She is personally known to me or has produced
(type of identification) Driver License
as identification.

[Signature]
Notary Public State of Florida at Large

My Commission Expires: 02/27/2026



Leyden Colla
Comm.: # HH 233624
Expires: February 27, 2026
Notary Public - State of Florida



Escaneado con CamScanner



Affidavit
Mandatory Conditions for Operation of Pain Management Clinics City of
Kissimmee Code of Ordinances, Section 5-13-6

The conditions below shall be adhered to by all licensed Pain Management Clinics established after June 30, 2012. Note: These conditions shall be *in addition to* any conditions imposed by the City Commission upon approval of the Pain Management Clinic License. This affidavit must be completed, signed, notarized and submitted with the Application for a Pain Medication License in order to be accepted.

All pain medication licenses shall require compliance with the following conditions:

1. Each pain management clinic or pharmacy shall be registered separately for each location within the City regardless of whether each clinic or pharmacy is operated under the same business name or management as another clinic or pharmacy;
2. Each application for a pain management clinic or pharmacy shall disclose each owner and operator of such clinic or pharmacy, and individual principals of any entity that owns such clinic or pharmacy;
3. The pain management clinic or pharmacy shall not limit the form of payment for goods or service to cash only;
4. The pain management clinic or pharmacy shall not accept cash for payment of goods and services associated with the prescribing or dispensing of schedule II substances except for insurance co- pays, coinsurance, or deductibles; and
5. Such other conditions as the City Commission determines are reasonably related to the public health, safety and welfare.

Licensed pain management clinic shall comply with the following conditions in addition to those outlined above:

1. The pain management clinic shall only operate between the hours of 9:00 a.m. to 6:00 p.m.;
2. Prior to prescribing or dispensing any schedule II substances, the licensed physician shall perform a physical examination of a patient on the same day at the same location that he or she dispenses or prescribes any schedule II substance. The

physical exam shall be performed by the licensed physician and shall not be performed by a nurse or physician's assistant. A written report of the physical examination shall be placed in the patient record;

3. The physician shall require a valid State or Federal photo identification, or passport, to identify the patient or, in the case of a minor, his/ her parent or legal guardian's similar identification, prior to the prescribing or dispensing of any schedule II substances;
4. A physician shall not prescribe or dispense more than a thirty (30) day supply of any schedule II substance provided the patient's valid identification is from the State of Florida. For any patient whose valid identification is outside the State of Florida, the physician shall not prescribe or dispense more than a seventy two (72) hour supply of any schedule II substance except that a physician may prescribe or dispense up to a thirty (30) day supply of any schedule II substance provided the patient presents (i) a valid photo identification in accordance with this section and (ii) a utility bill that is not older three (3) months, that is in the name of the patient or the patient's spouse, and that shows a City of Kissimmee address;
5. The physician shall maintain a legible copy of the prescription for schedule II substances as defined by section 5-13-2, the patient's photo identification for each prescription; and the utility bill required by this section, if applicable. The records must be maintained for a minimum of two (2) years. Such records shall be available for inspection and copying by the law enforcement agencies, as permitted by law, for a minimum of two (2) years;
6. Each prescription must be clearly documented in the patient record. All written prescriptions must include the name, address, substance name, amount prescribed, and detailed instructions;
7. The pain management clinic shall establish and submit to the City as part of the pain medication license application written policies and procedures governing the management of pain that are reviewed every year and revised more frequently as needed. The written policies and procedures shall include at least the following:
 - a) A written procedure for systematically conducting periodic assessment of patient's pain;
 - b) Criteria for the assessment of pain, including but not limited to: pain intensity or severity, pain character, pain frequency or pattern, or both; pain location, pain duration, precipitating factors, responses to treatment and the personal, cultural, spiritual, and/ or ethnic benefits that may impact an individual's perception of pain;
 - c) A written procedure for the monitoring of a patient's pain;
 - d) A written procedure to insure the consistency of pain rating scales across the pain management clinic;
 - e) Requirements for documentation of a patient's pain status on the medical

- record;
 - f) A procedure for educating patients and, if applicable, their families about pain management when identified as part of their treatment;
 - g) A written procedure for systematically coordinating and updating the pain treatment plan of patient in response to documented pain status; and
 - h) Whether or not the pain management clinic requires patients to enter into a narcotic medication agreement, and if so, whether the agreement addresses: the risks associated with taking schedule II substances; requirements for the patient to use one pharmacy to fill all schedule II prescriptions; a requirement that the patient not utilize illegal or illicit drugs or obtain additional prescriptions for schedule II substances; a requirement that prescriptions not be transferred, shared, traded or sold; authorization for the pain management clinic to contact other physicians and pharmacies to validate compliance; indicators of patient misuse, abuse or diversion that may result in non-compliance or violation of the agreement; and the consequences for non-compliance or violation of the agreement including but not limited to patient authorization for referral to law enforcement; and
 - i) Whether or not the physician requires random drug screening.
8. Each pain management clinic shall develop, revise as necessary and implement a written plan for the purpose of annual training and educating staff on pain management policies and procedures. The plan shall be submitted and reviewed as part of the application for pain medication license. The plan shall include mandatory educational programs that address at least the following:
- a) Orientation of new staff to the pain management clinic's policies and procedures on pain management;
 - b) Training of non-clerical staff on the dangers of prescription drug diversion, the signs of misuse and abuse, and the importance of patient compliance with prescribed regimens;
 - c) Patient rights; and
 - d) Implementation of the plan shall include records of attendance of each program for each member of the pain management clinic's staff.
9. Provide a monthly summary report to the Police Department for all schedule II substances as defined in section 5-13-2 that have been prescribed or dispensed by this facility. The monthly report shall be provided by the seventh day of each month for the previous month. At a minimum, the report shall include the following:
- a) List of all physicians that have prescribed schedule II substances, with their business addresses;
 - b) The number of prescriptions written by each physician or physician's office; and
 - c) The number of prescriptions associated with each type of schedule II substances.

AFFIDAVIT OF AGREEMENT

I have read the above mandatory conditions for Pain Management Clinics. I clearly understand these conditions must be adhered to at all times during the operation of the business licensed at the address below. I am also aware of my responsibilities for the operation of a pain management facility on the property. I further understand that any violation of this affidavit and/or other conditions imposed by the City of Kissimmee for the operation of the business licensed at the address contained in this affidavit may result in code enforcement action and/or revocation of the license to operate said facility.

Applicant Name: Daniel Melul
Business Name: Pharm-Ad Enterprises LLC
Business Address: 1341 Evine St Kissimmee FL 33744 Suite: 1341
Signature of Applicant: [Signature] Date: 10/10/2025

NOTARY PUBLIC INFORMATION:

STATE OF FLORIDA

The forgoing instrument was acknowledged before me this 10 day of October, 2025 by Daniel Melul
(Name of person acknowledging). He/she is personally known to me or has produced (type of identification) Driver License as identification.

[Signature]
Notary Public State of Florida at Large

My Commission Expires: 02/27/2026



Leyden Colla
Comm.: # HH 233624
Expires: February 27, 2026
Notary Public - State of Florida



DISCLAIMER FOR ALL CITY OF KISSIMMEE DEVELOPMENT REVIEW APPLICATIONS

Important note: The Development Review process associated with this request (as outlined in the attached application) is intended to ensure that the request meets the requirements established in the City of Kissimmee Land Development Code and site development criteria for the City of Kissimmee, and other local, regional and state agencies. It is not intended to constitute approval of building construction or permits as required by external agencies.

Other processes, permits, authorizations, and/or fees may be required prior to construction of requested improvements. These may include, but are not limited to:

- ❖ Mobility/Impact Fees (Transportation, Water & Sewer, Recreation, School)
- ❖ Building permits and review fees
- ❖ Right-of-Way Utilization permits
- ❖ South Florida Water Management District (SFWMD) permits
- ❖ Utility permits and/or fees
- ❖ Federal Aviation Administration (FAA) authorizations
- ❖ Business Tax Receipts (BTRs)
- ❖ State Permits and/or Licenses
- ❖ Development Service Agreements (Toho Water Authority)
- ❖ Florida Department of Environmental Protection (FDEP) Permits
- ❖ NPDES Permits (Stormwater permitting)

The Agent of record and/or property owner for the attached request is responsible for coordinating with applicable agencies to ensure all requirements for the requested improvements have been met prior to construction.

Please read all information above and complete the lower portion of this disclaimer. This document must be signed by both agent and property owner and shall be included with the attached application. Failure to submit this form with the completed application will result in Staff finding the application to be insufficient for review and will delay your request.

Project Name: _____ DRC# _____

I Certify that I have read the above and understand/acknowledge the information contained therein.

Agent Signature: _____ Date: _____

Agent Name (Print): _____

Property Owner Signature: _____ Date: 10/10/2025

Property Owner Name (Print): Daniel McCal

ITEM 7.A

HOME Program Agreement Between the City of Kissimmee and Simpson Crossings, LTD.

Request

Approve and execute the HOME Program Agreement (Contract #20260073) between the City of Kissimmee and Simpson Crossings, LTD., and the accompanying subordination agreements.

Explanation

On June 12, 2024, Landmark Developers Inc. submitted an application in response to the Local Government Contribution Application issued under the Florida Housing Finance Corporation (FHFC) Request for Applications (RFA) 2024-201. The application was selected to receive \$460,000 in funding. Following completion of the Environmental Assessment (EA), it was determined that the awarded funds would be drawn from HOME program funding.

The funds will be used for the new construction of a 118-unit development for households with an income not to exceed 70% of the area median income, of which five (5) HOME units are to be set aside as HOME assisted units, known as Simpson Crossings, to be located at 2680-2689 Magnolia Creek Circle, Kissimmee, FL 34744.

The project will consist of five (5) HOME-assisted units, according to the income limits published annually by HUD based on the household's Annual Income. All units will be constructed with HOME funds and rented for the duration of the twenty (20) year Affordability Period as follows: One (1) 2 BR/2 BA @ 50% AMI; One (1) 1 BD/1 BA @60% AMI; two (2) 2 BD/2BA @ 60% AMI; and one (1) 3 BD/2BA @ 60% AMI.

The project completion deadline is March 31, 2029.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
11325108 508282	HOME 2024	Decrease	\$293,779.00	\$242,911.84
11325108 508282	HOME 2025	Decrease	\$414,594.00	\$217,088.16

Financial Summary:

There is no fiscal impact on the General Fund since this is a grant funded project.

Recommendation

Approve and execute the HOME Program Agreement between the City of Kissimmee and Simpson Crossings, LTD., and the accompanying subordination agreements.

REQUESTED CITY COMMISSION ACTION:

City of Kissimmee

Approve

Department: Development Services

Presenter:

Attachment(s):

1. (S) HOME Funding Agreement - Simpson Crossings 12-22-2025
2. (S) Subordination Agreement #1 - Truist (Simpson Crossings)
3. (S) Subordination Agreement #2 - Neighborhood Lending Partners (Simpson Crossings)

**HOME PROGRAM
AGREEMENT BETWEEN
THE CITY OF KISSIMMEE AND
SIMPSON CROSSINGS, LTD.
(SIMPSON CROSSINGS)**

This **HOME Program Agreement** (hereinafter referred to as the “Agreement”) is entered into on ____, 2026, by and between the **City of Kissimmee**, a Florida municipal corporation with a principal address of 101 Church Street, Florida 34741 (hereinafter referred to as “City”) and Simpson Crossings, Ltd., a Florida limited partnership with a principal address of 3050 Biscayne Boulevard, Suite 300, Miami, Florida 33137 (hereinafter referred to as “Owner”).

WITNESSETH:

WHEREAS, the National Affordable Housing Act of 1990 authorized the HOME Program to provide financial assistance through the U.S. Department of Housing and Urban Development (HUD), to local governments for the production of affordable housing; and

WHEREAS, Owner desires to obtain funds in the amount of ***Four Hundred Sixty Thousand and 00/Dollars and 00/100 (\$460,000.00)*** to subsidize the construction of a 118-unit development to be known as “Simpson Crossings” to be rented to households earning no more than seventy percent (70%) of the Area Median Income, adjusted by family size (the “Income Restrictions”). The development will be located at 2680 - 2689 Magnolia Creek Circle, Kissimmee, FL 34744 as more particularly described on the attached **Exhibit “A”** (hereinafter referred to as the “Property” of which Owner will designate five (5) units as HOME-assisted units (“HOME-Assisted Units”); and

WHEREAS, the City, as a member of the Osceola HOME Consortium, has committed ***Four Hundred Sixty Thousand and 00/Dollars and 00/100 (\$460,000.00)*** in HOME funds to construct multifamily rental units for the purpose of providing decent, safe, and affordable housing; and

WHEREAS, Owner will provide the long term ownership and management responsibilities and maintenance of the Affordability requirements issued by HUD; and

WHEREAS, the construction of the Property for rent to Very Low and Low-Income households at affordable rents is an eligible activity under the HOME Program; and

WHEREAS, the Parties desire to enter into this Agreement in order to ensure compliance with the requirements of the HOME Program and to secure other covenants and promises from Owner regarding the use of funds to benefit tenants meeting the Income Restrictions, as defined under the standards of eligibility established by HUD and adjusted annually, a copy of which eligibility income levels for the current year is attached hereto as **Exhibit “B”** and is incorporated herein by this reference.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the sufficiency and receipt whereof being hereby acknowledged, the City and Owner agree as follows:

SECTION 1. DEFINITIONS

As used herein, the following words and terms, whether capitalized or not, shall have the following meanings, unless the context demands otherwise:

1. **Affordable** - means meeting the income requirements, maximum HIGH or LOW HOME rents to be charged for the units, and other income and rental requirements as more fully described in the Loan Documents.
2. **Affordability Period** - means that the HOME-Assisted Units shall remain Affordable for twenty (20) years from the date of Project Completion.
3. **Annual Income** - means the projected annual income for a household, or more specifically, the gross amount of wages, income from assets, regular cash or non-cash contributions, and any other resources and benefits determined to be income by HUD, as defined in 24 CFR §5.609.
4. **Eligible Person or Eligible Household** - means one or more natural persons or a family who is determined by the Owner and verified by the City to be within the income requirements for this project. The income limits are based on those published annually by HUD.
5. **HUD** - means the United States Department of Housing and Urban Development, its successors or assigns.
6. **Loan Documents** - means this Agreement, the Note, the Mortgage, Declaration of Restrictive Covenant and Restrictions and all agreements, exhibits, or attachments to each of the foregoing, referenced therein or executed or delivered pursuant hereto or in connection with or arising under the loan contemplated hereby.
7. **Note** - means that certain promissory note of even date with the Loan Documents given by Owner to the City evidencing the loan contemplated by this Agreement.
8. **Project**- means the construction of the Property in which five (5) affordable units, according to the income limits published annually by HUD based upon the Annual Income of the household. All units will be constructed with HOME funds and rented for the duration of the Affordability Period as follows:

Unit Type	# of HOME units
2 BR/2 BA @ 50% AMI	1
1 BD/1 BA @60% AMI	1
2 BD/2BA @ 60% AMI	2
3 BD/2BA @ 60% AMI	1
Total HOME-Assisted Units	5

9. **Project Completion** - means that the construction of the Property contemplated under this Agreement has been completed; the Property meets all HOME Program regulations and the requirements of 24 CFR Part 92; meets the applicable property standards under §92.251; and the Project is rented in accordance with the terms of this Agreement.
10. **Sixty Percent Income** – means one or more natural persons or a family who has a total Annual Income for the household that does not exceed sixty percent (60%) of the median family income within the Orlando metropolitan statistical area, as determined by HUD, with adjustments for smaller and larger families.
11. **Very Low Income** – means one or more natural persons or a family who has a total Annual Income for the household that does not exceed fifty percent (50%) of the median family income within the Orlando metropolitan statistical area, as determined by HUD, with adjustments for smaller and larger families.

Other terms herein which have not been defined shall have the definition, meaning and intent given them in the HOME regulations or 24 CFR Part 92, or as cross-referenced therein, or their ordinary dictionary meaning as the context so requires.

SECTION 2. USE OF HOME FUNDS AND LOAN AMOUNT

1. Recitals: The recitals set forth above are true and correct and are incorporated herein and made a part of this Agreement.

2. Use of HOME Funds: Under the terms and conditions of this Agreement and the other documents executed in connection with this Agreement, the City agrees to loan Owner HOME funds in the amount of **Four Hundred Sixty Thousand and 00/Dollars and 00/100 (\$460,000.00)** towards the construction of the Property, as more fully described in **Exhibit "A"** attached hereto and incorporated herein by reference.

The Property shall be 100% constructed and all five (5) of the HOME assisted units rented to and occupied by Eligible Persons at Affordable rents no later than **March 31, 2029**.

A list of tasks to be performed and a budget for the use of these HOME funds is described in **Exhibit "F"** (the "Budget"), which is attached hereto and made a part hereof by this reference. Owner shall expend the HOME funds only for those items as set forth in the Budget and as permitted under the HOME regulations as set forth in 24 CFR §92.206. Owner shall not use any HOME funds for prohibited purposes as set forth in 24 CFR §92.214 or other HOME regulations. Owner acknowledges and agrees that any HOME funds not used in accordance with this Agreement and with permitted HOME regulations must be repaid to the City. Owner also acknowledges and agrees that if this Project is terminated before completion or if Owner fails to rent to Eligible Persons for the duration of the Affordability Period for any reason, either voluntarily or otherwise, Owner must repay all HOME funds awarded to Owner for the Project to the City (subject to applicable cure periods herein and force majeure).

3. Deferred Loan - Execution of Note, Mortgage, and Restrictive Covenant: The loan of these HOME funds to Owner shall be in the form of a deferred payment loan with the terms set forth in this Agreement. Owner shall execute a promissory note, mortgage, declaration of covenants and restrictions, and other loan documents (the "Loan Documents") as required by the City. Accordingly, Owner shall execute a promissory note in favor of the City substantially in the form attached hereto as **Exhibit "C"** (the "Note") and incorporated herein by reference in the amount of the award. The Note shall be secured by a mortgage (the "Mortgage") on the Property substantially in the form attached hereto and incorporated herein, by reference, as **Exhibit "D"**. Owner shall also execute a Declaration of Restrictive Covenant and Restrictions, attached hereto and incorporated herein as **Exhibit "E"**, for the Property which sets forth various income and rent covenants restricting the affordability of the HOME-Assisted Units and that these covenants will continue twenty (20) years from Project Completion.

No payment shall be due to the City prior to the Maturity Date (as defined in the Note) as long as there is not an Event of Default under the terms of this Agreement. However, upon the occurrence or existence of an Event of Default that is left uncured during any applicable grace periods, as more specifically defined below, City is free to exercise all remedies including those contained in this Agreement, which includes having all amounts disbursed to the Owner for the Project be repaid to the City and accelerating the loan to maturity, whereupon the outstanding principal balance of the loan shall become immediately due and payable. The outstanding principal balance, together with any accrued interest, may be forgiven at any time on or following the Maturity Date in the City's sole and absolute discretion.

4. Disbursement of the Funds:

(a) Conditions Precedent. Owner agrees that this loan and the disbursement thereof of any funds are conditioned on the satisfactory completion of the environmental review process. Owner and City agree and

acknowledge the satisfactory completion of the environmental review and receipt by the City of the Release of Funds from HUD under 24 CFR Part §58 pursuant to the Removal of Grant Condition letter issued by HUD to City on May 1, 2025. Owner and City further agree the Owner will comply with the mitigation measures and conditions referenced in the Environmental Assessment Determinations and Compliance Findings letter executed by City on March 13, 2025.

(b) After Completion of Conditions Precedent (Obtaining Environmental Clearance). The City shall reimburse payment to Owner in accordance with the Budget. For construction or rehabilitation related projects, the City shall reimburse Owner the HOME loan proceeds only after receipt of appropriate invoices and documentation, and specific itemization of expenses incurred. Reimbursement of costs incurred by Owner with HOME proceeds will be made to Owner only after approval by the City, in its sole discretion, of invoices submitted, payroll records, copies of paid bills, cancelled checks, and verification of work completed in accordance with this Agreement and applicable HOME regulations. Owner and City agree the HOME funds will be reimbursed to Owner pursuant to the allocation in **Exhibit "F"** as follows: twenty-five percent (25%) at twenty-five percent (25%) construction completion, twenty-five percent (25%) at fifty percent (50%) construction completion, twenty-five percent (25%) at seventy-five percent (75%) construction completion and twenty-five percent (25%) at 100% construction completion. For purposes of this section, the percentage of completion shall be determined based on the Project architect's certification as reflected in the AIA requisitions. Notwithstanding the foregoing, City shall disburse the full amount of the HOME Funds within ninety (90) days following the earlier of (i) the Project's achievement of 100% construction completion or (ii) issuance of the temporary certificate(s) of occupancy for the Project. Owner may not request disbursement of HOME funds under this Agreement until the funds are needed for payment of eligible HOME costs and the amount of each disbursement request shall be limited to only the amount needed. Advance disbursements of HOME funds are not allowed under this Agreement. Requests for payment shall be made on a form substantially similar to **Exhibit "G"**, attached hereto and incorporated herein by reference. Along with each request for payment, Owner shall submit the corresponding Contractor's Invoice, Partial Release of Lien, and Warranty on the forms attached hereto as **Exhibit "H"**, attached hereto and incorporated herein by reference. Owner agrees that the City may retain ten percent (10%) of each reimbursement request until 50% completion, at which point no further retention shall be required (the "Retainage"), until Owner provides the City with releases of liens from all contractors, subcontractors, and suppliers and otherwise demonstrates that it has fully complied with Part 1, Construction Liens, Chapter 713, Florida Statutes, and all of the terms of this Agreement, including correction of all work and materials found to be deficient by the City. Also, City will not release the Retainage until completion of all punch-list items, issuance of a Certificate of Occupancy or Certificate of Completion and completion of a final inspection to verify that the Project is completed substantially in accordance with all approved plans, local codes, and property standards and the HOME-Assisted Units are 100% rented. Request for final payment and the Retainage, shall be made on a form substantially similar to the Contractor's Final Payment Affidavit and Waiver and Final Release of the Lien attached as **Exhibit "I"**, attached hereto and incorporated herein by reference. Owner may amend the Budget with the prior written approval of the City, which may not be unreasonably withheld, conditioned or delayed, provided no such approval shall be required for modifications made as a result of line item savings for which no further draws are expected for such line item (beyond the release of any Retainage held in connection therewith), and no approval will be required for Owner to reallocate funds included as a contingency line item.

Notwithstanding anything to the contrary in this Agreement, the City also reserves the right to request and approve reasonable documentation supporting any requests for reimbursement to verify the reasonableness and validity of such costs and such Budget may be modified by the City accordingly.

SECTION 3. DURATION OF THE AGREEMENT

1. Term: Unless earlier terminated, the term of this Agreement shall commence on the effective date of this Agreement which is the date of the last party to sign this Agreement (the "Effective Date") and shall remain in effect through the end of the Affordability Period. Notwithstanding any of the foregoing, all record keeping requirements, audits, and use and maintenance requirements mandated by HOME regulations shall survive termination of this Agreement. All HOME Loan Documents executed in connection with this Agreement shall also survive termination of this Agreement and will remain in effect under the terms and conditions specified therein. Notwithstanding anything to the contrary, Owner shall have the option to terminate the Agreement and all HOME Loan Documents, until the earliest of (i) June 30, 2026, or (ii) the closing of the construction financing. In the event the Owner exercises its right to terminate in accordance with this Section, (i) the City shall promptly release the Bid Bond dated May 28, 2024 between Owner, City and Accelerant National Insurance Company (the "Surety"), and (ii) the Parties agree to indemnify each other for any and all claims, suits, judgments or damages, losses and expenses, including, but not limited to, court costs, expert witnesses, consultation services, and attorney's fees arising from the termination of this Agreement pursuant to this Section, except to the extent caused by the other Party's gross negligence or willful misconduct.

2. Restrictive Covenant: In order to ensure compliance with the Affordability Period, Owner shall execute the Declaration of Restrictive Covenant and Restrictions attached hereto as Exhibit "E" which shall be recorded in the public records of Osceola County, Florida.

SECTION 4. AFFORDABILITY

1. Units to be Assisted: Owner has designated five (5) units on the Property to be assisted with HOME funds and all are deemed floating "HOME-Assisted Units".

2. Rental Requirements: Every HOME-Assisted Unit is subject to rent controls designed to ensure that rents are Affordable to Very Low and to Sixty Percent (60%) Income, as applicable. The HOME-Assisted Units in the Project must be rented and occupied as follows: one (1) will be rented to and occupied by Very Low Income persons or families at LOW Home rents as published by HUD annually with the current such rents set forth on **Exhibit "B"**; and four (4) units will be rented to and occupied by Sixty Percent Income (60%) persons or families at HIGH HOME rents as published by HUD annually with the current such rents set forth on **Exhibit "B"**. For HOME-Assisted Units, Owner must not charge more than the HIGH or LOW income rents set forth by HUD and meet these affordability requirements for not less than the Affordability Period, as those requirements are described in 24 CFR §92.252(I). Owner shall also comply with all income determinations, rent, and affordability requirements of the HOME Program as set forth in 24 CFR §92.203 and 24 CFR §92.252, as applicable. Non-HOME Assisted Units shall not be affected by the requirements of this Agreement and Owner may not receive any HOME funds made available herein for those units.

3. Tenant Selection: Owner shall undertake the initial review of income eligibility of prospective tenants for all the HOME-Assisted Units. Owner must obtain from each tenant and each tenant shall submit the information contained in the Tenant Qualification Package attached hereto as **Exhibit "J"** and the Resident Income Certification Form attached hereto as **Exhibit "K"**. In determining income eligibility, Owner must examine source documents evidencing the prospective tenant's Annual Income, in accordance with 24 CFR §92.203(a)(1)(i). In conducting such review, Owner shall determine if each family is income eligible by determining the family's Annual Income in accordance with 24 CFR § 5.609 which is an allowable methodology under 24 CFR § 92.203. Owner shall comply with all income determinations and affordability requirements of the HOME program as set forth in 24 CFR § 92.203 and 25 CFR §92.252, as applicable.

Owner shall adopt written tenant selection policies consistent with 24 CFR §92.253(d). This tenant selection policy must be given to the City thirty (30) days after the Effective Date for the City's approval. All

documentation including but not necessarily limited to a tenant's application, verifications, proposed rent, and lease terms shall be submitted to the City for review upon request. Owner acknowledges that the City may keep documentation verifying the income eligibility of tenants.

4. Period of Affordability: All HOME-Assisted Units shall continue to be rented to Eligible Persons at Affordable rents as prescribed by HUD and maintained as Affordable housing units for the Affordability Period. In order to ensure compliance with the Affordability Period, Owner shall execute the Declaration of Restrictive Covenant and Restrictions which shall be recorded in the public records of Osceola County, Florida, in accordance with Section 2 hereof. The Affordability requirements apply without regard to the term of any loan or mortgage, or the transfer of ownership until the expiration of the Affordability Period. Owner acknowledges that failure to meet the Affordability requirements stated herein is a breach of this Agreement and a default under the Note and Mortgage which requires repayment of the HOME proceeds.

5. Maximum Tenant Income: During the Affordability Period, the maximum income for households residing in the HOME-Assisted Units are as follows: one (1) of the HOME-Assisted Units cannot be rented to households which income exceed fifty percent (50%) of the median income adjusted by family size for the Orlando Metropolitan Statistical Area (MSA), as determined annually by HUD; and the maximum income for households residing in four (4) of the HOME-Assisted Units cannot exceed sixty percent (60%) of the median income adjusted by family size for the Orlando Metropolitan Statistical Area (MSA). HUD updates the income limits annually and the City will provide this information to Owner annually as it becomes available. The current income limits for the year in which this Agreement is entered into are provided in **Exhibit "B"** for reference. If the annual income of a tenant which was classified as an Eligible Person or Eligible Household shall be determined upon reexamination to exceed the applicable income limit, the unit shall continue to be counted as occupied by an Eligible Person or Eligible Household during such tenant's continued occupancy of the unit, and Owner shall not be considered out of compliance with this Agreement or other Loan Documents provided Owner shall rent the next available unit to an Eligible Person or Eligible Household.

6. Rent Limitations (24 CFR §92.252) Maximum Gross Rents: The HOME regulations in 24 CFR §92.252 set forth the maximum rents Owner can charge the tenant for the HOME-Assisted Units. The maximum gross rent for each HOME-Assisted Unit (including applicable utility allowances computed in accordance with Section 42 of the Internal Revenue Code and applicable HOME regulations) shall not exceed the maximum HIGH HOME Rents as published annually by HUD. The maximum gross rent payable by the tenant for the units rented and occupied by Very Low-Income persons must have rents that are no greater than the LOW HOME rents as published by HUD. The Very Low-Income tenants must occupy the LOW HOME rent units. Actual rents paid by the tenant(s) for HOME-Assisted Units may be less than, but never more than, these maximum rental amounts set forth by HUD.

If the HOME-Assisted Unit tenant pays for utilities, the HIGH and LOW HOME rents must be reduced by the utility allowance. City shall provide Owner with a copy of the utility allowance as it is updated annually. Owner shall review all rents proposed to ensure compliance with HOME regulations. No fees or surcharges, that are not customarily charged in rental housing, can be applied without the express approval of City.

7. Increases in Tenant Income: To the extent specifically required by applicable regulations under the HOME Program, during the Affordability Period, if an existing tenant's adjusted income increases to the extent that it exceeds eighty (80%) percent of the median income for the Orlando MSA, as defined annually by HUD, said tenant's rent may be increased to an amount equal to thirty percent (30%) of the family's adjusted monthly income, provided, however, such rental increase does not violate any other financing requirement or restrictive covenants with respect to the Project including, without limitations, the Extended Low-Income Housing Agreement to be entered into between Owner and Florida Housing Finance Corporation that regulates affordability in connection with the allocation of Federal Low-Income Housing Tax Credits for the Project.

8. Subsequent Rents During Affordability Period: Regardless of changes in fair market rents and in

median income over time, the HOME rents for a project are not required to be lower than the HOME rent limits for the project in effect at the time of project commitment. In accordance with 24 CFR §92.252(f) regarding subsequent rents during the Affordability Period, any proposed increase in rents for HOME-Assisted Units must be submitted to the City for review and approval. Increases in LOW HOME rents or HIGH HOME rents published by HUD will be deemed approved. Any increase in rents is subject to the provisions of outstanding leases and Owner must provide tenants of those units not less than thirty (30) days prior written notice before implementing any increase in rents.

9. Lease Provisions: All leases for the HOME-Assisted Units shall be in compliance with all state and local landlord and tenant laws. Additionally, for the HOME-Assisted Units, all leases between Owner and its tenants shall be for not less than one (1) year in duration and shall comply with all of the provisions in 24 CFR §92.253. Owner agrees that certain clauses are prohibited in leases as outlined in 24 CFR 92.253(b). The prohibited clauses include: agreement to be sued; agreements regarding the treatment of tenant's property; agreement excusing Owner from responsibility; agreement by the tenant that Owner may institute a lawsuit without notice; waiver of eviction legal proceedings; waiver of jury trial; waiver of right to appeal a court decision; and agreement to pay legal costs, regardless of outcome. Owner shall not include any of these prohibited clauses in its leases for HOME-Assisted Units and shall submit copies of the leases to City to obtain its consent for any lease forms used prior to using such form to enter into a lease with a tenant. Additionally, Owner may not terminate the tenancy of a HOME-Assisted Unit tenant or refuse to renew the lease of a HOME-Assisted Unit tenant, except for serious or repeated violations of the terms and conditions of the lease; violation of applicable federal, state, or local laws; for completion of the tenancy period for transitional housing; or for other good cause. To terminate or refuse to renew the tenancy, Owner must serve written notice upon the tenant specifying the grounds for the action at least thirty (30) days before the termination of the tenancy.

10. Certification of Tenants' Income and Rents: Each year during the Affordability Period, Owner shall re-verify and re-examine tenant income eligibility for the HOME-Assisted Units in accordance with 92.203(a)(1)(i) by examining source documents. Owner shall also comply with 24 CFR §5.609 and provide City with information on rents and occupancy of HOME-Assisted Units in order to demonstrate compliance with 24 CFR § 92.252. Owner shall submit to City within ninety (90) days of its fiscal year end, all information and documentation regarding rents and income records similar to that provided at initial lease-up of all tenants that are or have been occupying HOME-Assisted Units within the preceding twelve (12) months. This is to verify that all tenants meet the income guidelines at rents set forth above or in the case of existing tenants whose income has increased above such income guideline, that Owner has complied with applicable HOME regulations in filling vacant units each year during the Affordability Period.

11. Non-Discrimination Against Rental Assistance Subsidy Holders: Owner cannot refuse to lease HOME-Assisted Units to a certificate or voucher holder under 24 CFR part 982 – Section 8 Tenant Based Assistance: Unified Rule for Tenant-Based Assistance under the Section 8 Rental Certificate Program and the Section 8 Rental Voucher Program or to the holder of a comparable document evidencing participation in a HOME tenant-based rental assistance program because of the status of the prospective tenant as a holder of such certificate, voucher, or comparable HOME tenant-based assistance document.

12. Owner shall not, in the provision of services, or in any other manner, discriminate against any person on the basis of age, race, color, creed, religion, sex, handicap, familial status, or national origin. Unwed parents, families with children born out of wedlock, and recipients of public assistance shall not be excluded from the participation in or be denied the benefits of the Section 8 Existing Housing Program because of such status.

SECTION 5. HOME PROJECT REQUIREMENTS

1. Applicable Laws: Owner shall comply with all HOME project requirements of 24 CFR Part 92, including subpart F. Owner shall comply or shall assist City in complying with all applicable federal and state

laws, rules, and regulations dealing with this Project, whether presently existing or hereafter promulgated, including but not limited to 24 CFR Part 85 and applicable OMB Circulars. Owner agrees to comply with all the HOME Program requirements, HUD regulations, 42 U.S.C. §§12701-12839 and 24 CFR Part 92, as amended from time to time, whether set forth herein or not, and agrees to execute or amend documents as necessary to be in compliance therewith. Owner also shall comply with all other applicable federal, state and local statutes, ordinances, rules and regulations, including, but not limited to, all applicable provisions of the City's Land Development and Building Codes. If any HOME or federal regulations change during the term of the Affordability Period, the City will provide notice to Owner, and both shall comply with the new rules, regulations, and procedures.

2. Maximum Per Unit Subsidy Amount: The amount of HOME funds that a participating jurisdiction may invest on a per unit basis in affordable housing may not exceed the per-unit dollar limits according to the most recent Section 234 Condominium basis mortgage limits for elevator type projects that apply to the area in which the housing is located as an alternative to the discontinued Section 221(d)(3) limits.

3. Subsidy Layering Review: It is City's responsibility under HOME regulations, and more specifically 24 CFR §92.250, to evaluate the use of other local, state, or federal assistance in HOME-assisted projects to ensure that it does not invest any more HOME funds than are necessary to provide low-income housing. The initial layering review of the Project was done taking into consideration the Sources and Uses Statement and Pro-forma along with the funding application submitted by Owner and approved by City. Owner must submit revised Sources and Uses Statements and Pro-forma if any of the original funding sources, amounts, or financial conditions change from the time its application was approved. Owner will complete the Certification of Governmental Assistance attached hereto as **Exhibit "L"**.

4. Tenant and Participant Protection: Prior to receiving any disbursement of funds, Owner will comply with all tenant and participant protections in 24 CFR §92.253.

SECTION 6. PROPERTY STANDARDS

Owner shall comply with the property standards requirements set forth in 24 CFR §92.251. Owner agrees that all housing constructed with HOME funds shall be in conformance with the City's Land Development and Building Codes. Owner acknowledges and agrees that at Project Completion and through the Affordability Period, the Property must meet all applicable state and local codes, rehabilitation standards, ordinances, and zoning requirements. Newly constructed housing shall meet the current edition of the Model Energy Code published by the Council of American Building Officials.

All housing must meet the accessibility requirements in 24 CFR Part 8, which implements Section 504 of the Rehabilitation Act of 1973. Covered multi-family dwellings, as defined at 24 CFR §100.201, must meet the design and construction requirements set forth in 24 CFR §100.205, which implements the Fair Housing Act. Based on the number of units for this Project, the minimum amount is 5 units. Owner shall maintain the Property in compliance with state and local housing codes for the Affordability Period. Owner will allow City to conduct inspections of the Property to determine compliance with these property standards. Owner shall keep records to document compliance with these property standards.

SECTION 7. AFFIRMATIVE MARKETING OF RENTAL OR VACANT UNITS

Owner shall develop and provide City with an affirmative marketing plan to rent the HOME-Assisted Units within thirty (30) days of the Effective Date. Owner shall affirmatively market all of the units available for rent in a manner to attract tenants without regard to race, color, national origin, sex, religion, familial status, or disability in accordance with this plan. Owner shall comply with the provisions of 24 CFR §92.351 and the City's affirmative marketing procedures for the term of this Agreement, through the term of the Affordability Period. A copy of the City's affirmative marketing procedures is attached hereto as **Exhibit "M"** and is incorporated herein by this reference. Owner shall keep records of its efforts to provide information and

otherwise to attract eligible persons from all racial, ethnic and gender groups. At a minimum, Owner shall: (a) indicate in its promotional material that the Project provides fair housing opportunities by using the Equal Housing Opportunity's logo type or slogan in all advertising; (b) display a Fair Housing poster in the rental office; (c) provide notice of the availability of the units to community groups and non-profit service organizations, such as places of worship, employment centers, fair housing groups, or housing counseling agencies; (d) where appropriate, advertise and use media, including minority outlets, likely to reach persons unlikely to apply for the housing; (e) not refrain from renting to any tenant holding a Section 8 Existing Housing Certificate, except for good cause, such as previous failure to pay rent and/or to maintain a rental unit, or the tenant's violation of other terms and conditions of tenancy; (f) comply with Section 8 Existing Housing Regulations when renting to any Section 8 Tenant; (g) exercise affirmative marketing of the units when vacated; and (h) verify all information concerning the applicant or family members. Owner shall keep records necessary to comply with 24 CFR §92.508 (a)(7) to show that Owner affirmatively marketed the units in accordance with their approved plan and the City's requirements and keep records to assess the results of these actions. City will annually assess the success of these affirmative marketing actions and advise of the corrective action to be taken if affirmative marketing requirements are not met. If City amends its affirmative marketing procedures during the term of this Agreement, Owner will be notified and be obligated to comply with the new procedures in a commercially reasonable manner.

SECTION 8. REPORTS

1. Quarterly Reports: Until Owner completes the construction of the Property, Owner shall submit to the City quarterly reports of activities undertaken pursuant to this Agreement on the form attached as **Exhibit "N"**. Such reports shall include a narrative summary of progress, including but not limited to, selection of contractors, units under construction, units completed, demographic and income data on the beneficiaries, relocation issues, utilization of MBE/WBE's, Section 3 accomplishments, affirmative marketing and fair housing efforts, problems encountered, and proposed solutions, as and if applicable. Reports shall be due by the twentieth (20th) day following the close of each quarter. Quarters end as follows: March 31st, June 30th, September 30th, and December 31st. The first report shall cover the period between the day this Agreement is last executed by a party hereto and the end of the quarter in which that period is contained. Failure to submit reports when due shall constitute a material breach under this Agreement if not timely cured by Owner following written notice from the city as provided in the last paragraph of Section 12.1 of this Agreement.

2. Annual Reports: Owner shall submit annual reports until the end of the Affordability Period. The report shall cover October 1st through September 30th which represents the City's fiscal year. The reports shall be due by the 20th of the following October. These reports shall include information on rental and occupancy of the HOME-Assisted Units, family size, income level, data for income certification, occupancy, monthly rent, utility information, maintenance, and financial issues, as well as neighborhood conditions, which may affect the stability of the Project. Owner acknowledges that over the term of this Agreement, City's reporting requirements may change. If this occurs, City will notify Owner of the new reports needed and Owner agrees to comply with the new reporting procedures. City also reserves the right to request additional information as needed.

SECTION 9. PUBLIC RECORDS

1. Public Records: Owner shall comply with 24 CFR §92.508 regarding records that must be maintained for this Project for the entire Affordability Period. The City reserves the right to request reasonable additional record keeping requirements. Within thirty (30) days following Owner receipt of written notice of these new requirements, Owner agree to comply with the City's new requirements, in a commercially reasonable manner. This section shall survive the termination of this Agreement.

Further, Owner acknowledges City's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request

and that the constitutional and statutory provisions control over the terms of this Agreement. As such, Owner shall keep and maintain public records required by the City to perform the service.

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

If City's Custodian of Records requests records from Owner, Owner shall provide the City's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost charged by City, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.

Owner shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the agreement if the Owner does not transfer the records to City.

Upon completion of the contract, Owner shall transfer, at no cost, to City all public records in possession of Owner or keep and maintain public records required by City to perform the service for a period of four (4) years following completion of the contract. If Owner transfers all public records to City upon completion of the Agreement, Owner shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Owner keeps and maintains public records upon completion of the Agreement, Owner shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of City. Unless otherwise directed by City, all records will be transferred at the conclusion of the Agreement.

Upon notice to Owner of a request to inspect or copy public records relating to City's agreement for services, Owner shall provide the records to City or allow the records to be inspected or copied within a reasonable time.

If Owner does not comply with City's request for records, such failure shall constitute a material breach and the Agreement shall terminate upon notice by the City.

If the Owner fails to provide the public records to City within a reasonable time may be subject to penalties under Florida Statutes §119.1.

Notwithstanding any of the foregoing, City shall maintain the confidentiality of any records or information that constitutes Owner's trade secrets or proprietary information and is exempt from disclosure, pursuant to Section 815.045, Florida Statutes. In the event City determines that the exemption from disclosure does not apply or that it is required by law or court order to disclose any records which may contain Owner's trade secrets or proprietary information, City will provide written notice to Owner of its determination and the legal basis for its determination prior to disseminating or publicly disclosing such records.

2. Period of Record Retention: All supporting documents shall be maintained in accordance with the requirements of 24 CFR §85.20. Owner shall maintain all records pertaining to the Project at its principal place of business for the most recent five (5) years after Project Completion, except as provided below:

For rental housing projects, records shall be retained for five (5) years after the Project Completion date; except that records of individual tenant income verifications, rents and project inspections which must be retained for five (5) years after the Affordability Period terminates.

Written agreements must be retained for five (5) years after the Affordability Period terminates.

Records covering displacements and acquisitions must be retained for five (5) years after the date by which all persons displaced from the property and all persons whose property is acquired for the Project have received the final payment to which they are entitled in accordance with 24 CFR §92.353.

If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.

3. Owner shall comply with all Florida Public Records Statutes and maintain all documents related to the Project in accordance with Florida Public Records Statutes.

SECTION 10. MONITORING

Owner acknowledges and agrees that City will need to monitor their performance during the term of this Agreement and shall allow access, inspection, and copying of records to do so. Also, pursuant to 24 CFR §92.504(d), Owner shall assist the City in its obligation to conduct on-site inspections for compliance with this Agreement, construction progress, and compliance with property standard requirements listed herein and shall allow the City to access and inspect the Property at any time during the term of this Agreement. During the Affordability Period, Owner shall provide information as requested by the City so that the City can verify tenant incomes, rents, and other HOME requirements pursuant to 24 CFR §92.252 on an annual basis. Owner shall keep records to document compliance with these inspections and monitoring reviews and the resolutions of and findings of concern.

SECTION 11. HOME PROJECT REQUIREMENTS

1. Applicable Laws: Owner shall comply with all HOME project requirements of 24 CFR Part 92, including subpart F. If any HOME or federal regulations change during the term of the Affordability Period, City will provide notice to Owner, and Owner shall comply with the new rules, regulations, and procedures.

a. Non-Discrimination and Equal Opportunity: Owner shall not, on the grounds of race, color, national origin, religion, or sex, exclude any person from participation in, or deny any person the benefits of this Agreement, or subject any person to discrimination. Owner shall fully comply with the requirements of 24 CFR §92.350, including the federal requirements set forth in 24 CFR Part 5, Subpart A and the nondiscrimination requirements at Section 282 of the HOME Investment Partnerships Act and keep records of its compliance.

Owner shall at all times comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d-2000d-4 (Nondiscrimination in Federally Assisted Programs) and implementing regulations contained in 24 CFR Part 1, which prohibits discrimination on the basis of race, color, and national origin in all federally assisted programs.

Owner shall also not discriminate on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §6101-6107) and implementing regulations in 24 CFR Part 146.

Owner shall also comply with regulations governing the accessibility of federally assisted buildings, facilities, and programs. Owner shall comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794) and implementing regulations contained in 24 CFR Part 8, which prohibits discrimination on the basis of disability

and any applicable provisions of the Uniform Federal Accessibility Standards, and the applicable provisions of the Uniform Federal Accessibility Standards. To the extent feasible, at least two (2) units must be accessible to individuals with mobility impairments, although such accessible units shall not necessarily be HOME-Assisted Units.

Owner shall also comply with Title II of the Americans with Disabilities Act (42 U.S.C. §12101, et seq.) and implementing regulations in 24 CFR Part 8, which prohibits discrimination against persons with disabilities in all program activities and services of a public entity. Any contracts entered into by Owner shall include a provision requiring compliance with these regulations. Owner shall keep records demonstrating compliance with these requirements including compliance with 24 CFR §92.508(a)(7).

Owner shall cooperate with the City and HUD in conducting compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, executive orders, and all related rules and regulations.

b. Fair Housing Act: Owner shall comply with Title VIII of the Civil Rights Act of 1968 (the Fair Housing Act-42 U.S.C. §§3601-3620), as amended, and implementing regulations at 24 CFR Part 100, et seq., Executive Order 11063, as amended by Executive Order 12259 (Equal Opportunity in Housing Programs) and implementing regulations in 24 CFR Part 107 and shall keep all records demonstrating compliance. All housing for sale or rent assisted with HOME funds must be made available without discrimination based on race, color, national origin, age, sex, religion, familial status, or disability in accordance with fair housing laws. Additionally, Owner shall comply with Executive Order 11063 and implementing regulations in 24 CFR Part 107, which prohibits discrimination against individuals on the basis of race, color, religion, sex, and national origin in the sale, rental, leasing, or other disposition of residential property, or in the use or occupancy of housing assisted with federal funds.

c. Equal Employment Opportunity (Non-Discrimination in Employment): Owner shall comply with Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086 and 12107 (Equal Employment Opportunity Programs) and implementing regulations at 41 CFR Part 60, and the Equal Employment Opportunity Clause. Any construction contracts exceeding \$10,000 entered into by Owner, Owner, or its contractors and subcontractors shall include a provision requiring compliance with these regulations. Owner shall keep records and documentation demonstrating compliance with these regulations.

d. Copeland "Anti-Kickback" Act: Owner shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. §874), as supplemented by the Department of Labor regulations contained in 29 CFR Part 3.

e. Section 3 Economic Opportunity: Owner shall comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. §1701(u) and implementing regulations at 24 CFR Part 135 regarding economic opportunities for low-income persons.) Owner shall comply with the "Section 3" requirements. Section 3 mandates that opportunities for training and employment arising from the use of HOME funds shall be provided to Low-Income persons residing in the program service area. Contracts for all types of work to be performed in connection with the Project shall be awarded to business concerns that are located in or owned by persons residing in the program service area. Owner shall also include this provision in contracts or subcontracts in excess of \$100,000.00. Owner shall keep records documenting compliance with these requirements as required by 24 CFR §92.508(a)(7).

f. Utilization of Minority/Women's Business Enterprises: Owner shall, to the greatest extent feasible, ensure that Minority/Women's Business Enterprises are included for consideration for participation in all construction, supply, or service contracts, if any. Owner shall also comply with Executive Order 11625, as amended by Executive Order 12007 (Minority Business Enterprises), Executive Order 12432 (Minority Business Enterprise Development), and Executive Order 12138, as amended by Executive Order 12608 (Women's Business Enterprise). Owner shall keep such records necessary to comply with 24 CFR §92.508(a)(7).

g. Debarment and Suspension: Owner shall comply with the debarment and suspension requirements set forth in 24 CFR Part 5 and 24 CFR Part 24. Owner shall not enter into a contract with any person, agency, or entity that is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 or 12689, "Debarment and Suspension," which are made a part of this Agreement by reference. In the event that Owner has entered into a contract or subcontract with a debarred or suspended party, no HOME funds will be provided as reimbursement for the work done by that debarred or suspended contractor or subcontractor. Owner shall keep copies of the debarment and suspension certifications required by 2 CFR Parts 2424 and 91 and documentation demonstrating compliance with the requirements of 2 CFR Part 2424 and 24 CFR 92.508(a)(7).

h. Anti-lobbying provision: Owner shall comply with the disclosure requirements and prohibitions of 31 U.S.C. §1352 and implementing regulations at 24 CFR Part 87 and shall so certify to the City. Owner shall complete and comply with the "Certification Regarding Lobbying", attached hereto as **Exhibit "O"** and made a part hereof by this reference. A copy of this document will be kept in each of the party's files. Owner shall also comply with the requirements for funding competition established by the Department of Housing and Urban Development Reform Act of 1989 (42 U.S.C. §3531 et seq.).

i. Conflict of Interest:

(a) Owner shall comply with the conflict of interest provisions in 24 CFR §92.356. No person who is an employee, agent, consultant, officer, or elected official or appointed official of the City who exercises or has exercised any functions or responsibilities with respect to activities assisted with HOME funds or who is in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a HOME-assisted activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. Owner shall keep records supporting requests for waivers of conflicts prohibited in 24 CFR §92.356. Owner shall keep records demonstrating compliance with these requirements including compliance with 24 CFR §92.508(a)(7).

(b) Neither Owner nor any of their directors, officers, employees, agents, consultants, or members shall occupy any of the HOME-Assisted Units.

j. Displacement and Relocation: Owner will take all necessary steps possible to minimize displacement. If displacement is unavoidable, Owner shall comply with the provisions of 24 CFR §92.353, "Displacement, Relocation, and Acquisition". Owner shall keep records of its compliance with the requirements of 24 CFR §92.353, and as specified in 24 CFR §92.508. Types of records to be kept include but are limited to project occupancy lists identifying the names and address of all persons occupying the real property on the date described in §92.353(c)(2)(i)(A), moving into the property on or after the date described in §92.353(c)(2)(i)(A) and occupying the property on completion of the Project. Records covering displacements and acquisition must be retained for five (5) years after the date by which all persons displaced from the Property and all persons who property is acquired for the Project have received the final payment to which they are entitled in accordance with 24 CFR §92.353. If federal regulations are not applicable, Owner shall comply with City policy regarding relocation.

k. Lead-Based Paint Prohibited: Owner shall not use lead-based paint in any part of any of the HOME-Assisted Units, common elements, or in the entire Property and shall comply with 24 CFR §92.355, and the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §§4851-4856), and implementing regulations in 24 CFR Part 35, subparts A, B, J and R (Subpart K must also be complied with if acquisition is part of the project.) Subpart M is also required if there is any Tenant Based Rental Assistance. Owner shall keep records demonstrating compliance with these requirements including compliance with 24 CFR §92.508(a)(7).

I. Audits and Financial Statements:

(a) Owner shall provide the City with its annual financial statement within ninety (90) days of the end of its operating year. This financial statement shall be prepared by an actively licensed public accountant.

(b) In addition, if expending more than \$500,000 of Federal awards during an operating year, Owner shall comply with the audit provisions contained in OMB Circular A-133, 24 CFR §85.26 and the Single Audit Act Amendments of 1996 (31 U.S.C. §§7501-7507). Audits shall be conducted annually. Owner shall submit its annual audit to the City and within one hundred twenty (120) days of the end of Owner's fiscal year. In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not expended in accordance with the conditions of this Agreement, Owner shall be held liable for reimbursement to the City of all funds not expended in accordance with those regulations and Agreement provisions within thirty (30) days after City has notified Owner of such non-compliance. Any reimbursement by Owner shall not preclude City from taking any other action or pursuing other remedies.

(c) Owner also agrees to allow the City's Internal Audit and Evaluation Department to conduct any audits or financial monitoring the City feels necessary at any time during the term of this Agreement or pursuant to any HUD request.

m. Uniform Administrative Requirements: Owner acknowledges that the City must comply with 24 CFR §92.505 regarding uniform administrative requirements, including OMB circular A-87 and the applicable portions of 24 CFR Part 85. If requested by the City to do so, Owner shall provide the City with such documentation and records to satisfy the City's requirements under these various provisions. Owner also agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

n. Environmental Review: Owner is not required to assume responsibility for an environmental review or assessment of this program pursuant to 24 CFR Part 58, nor responsibility for initiation of an intergovernmental review of this program and its activities. However, Owner is required to provide information about its activities in order for City to comply with its responsibility under 24 CFR Part 58. Owner shall submit to City any changes to the original proposed list of tasks or Budget so that the City may evaluate this new information and conduct any further environmental review. This information must be submitted to City for approval at least 30 days prior to any commencement of work. Owner also agrees to assist City in addressing environmental issues that may arise during City's review process.

o. Contract Work Hours and Safety Standards Act: Owner shall also comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-332), and other federal laws and regulations pertaining to labor standards and HUD Handbook 1344.1, as applicable. Owner shall maintain records demonstrating compliance, including contract provisions and payroll records. All construction contracts and subcontracts entered into by Owner shall contain these labor provisions so as to cover all laborers and mechanics employed in the development of the Project, including any non-HOME-Assisted Units. Owner shall certify to City compliance with these provisions before making any payments under any contracts.

Owner shall maintain records demonstrating compliance with 24 CFR §92.354, including maintaining records and contract provisions and payroll records. Such documentation shall be submitted to City for review in accordance with the Department of Labor regulations.

p. Compliance with Davis-Bacon Act. Owner shall not be required to comply with 24 CFR §92.354, and the requirements of the Secretary of Labor contained in the Davis-Bacon Act (40 U.S.C. §276(a) to (a-7)), as amended, and as supplemented and implemented by the Department of Labor regulations in 29 CFR Parts 1-7, as fewer than twelve (12) units in the Project are HOME-Assisted Units.

q. Violence Against Women Act (VAWA). Owner shall comply with 24 CFR §92.359 in order to meet

all the Violence Against Women Act (VAWA) requirements, including notification requirements, bifurcation of lease requirements, development of a VAWA lease or lease addendum, and obligations under the Emergency Transfer Plan for the duration of the Affordability Period.

r. Broadband Infrastructure. Installation of high-speed broadband is a requirement for projects with four (4) units or more.

s. Build America, Buy America (BABA) – Owner shall comply with the Build America, Buy America Act, enacted as part of the Infrastructure Investment and Jobs Act on November 15, 2021 which establishes a domestic content procurement preference for all Federal financial assistance obligated for infrastructure projects after May 14, 2022. The domestic procurement preference requires that all iron, steel, manufactured products, and construction materials used in covered infrastructure projects are produced in the United States. For purposes of this requirement, buildings and real property are considered infrastructure projects. Owner may request a BABA waiver if (1) a waiver is in the public interest, (2) the types of iron, steel, manufactured products or construction materials are not produced in the United States in sufficient and reasonable available quantities or satisfactory quality, or (3) the application of the domestic content preference would increase the cost of the overall project by more than 25 percent. Pursuant to 2 CFR Part 184.7, a Federal agency may waive the application of the Buy American Preference as prescribed in the preceding sentence. The City acknowledges it will reasonably cooperate with the Owner and Osceola County in the preparation, submission and processing of any Build America, Buy America waiver application to HUD if requested by Owner.

SECTION 12. ENFORCEMENT OF AGREEMENT – DEFAULTS AND REMEDIES

1. Events of Default: The following shall constitute an ‘Event of Default’ under this Agreement to the extent continuing beyond any applicable notice and cure period:

- (a) if Owner fails to comply with any HOME Program regulation, which is not cured during any applicable grace period, including, but not limited to, 42 U.S.C. §§12701-12839, 24 CFR Part 92;
- (b) if Owner fails to comply with any of the terms contained in this Agreement or uses the funds other than as authorized by this Agreement or any of the other documents executed in connection with this Project;
- (c) if Owner fails to timely comply with audit requirements;
- (d) if Owner fails to expend HOME funds in a timely manner or fails to meet any of the time requirements as set forth in this Agreement;
- (e) if Owner fails to construct the Property as required by this Agreement;
- (f) if Owner fails to rent any of the HOME-Assisted Units to Eligible Persons at the Affordable rents during the duration of the Affordability Period as required by this Agreement;
- (g) if at any time any material representation or omission made by Owner

in any written certification or communication submitted by Owner to City in an effort to induce the making of this loan or the administration thereof is determined by City to be false, misleading, or incorrect in any material manner as of the date made;

- (h) if Owner does not disclose to City, upon demand, the names of all entities with whom Owner has contracted for the construction or management of any portion of the Property, including contracts for services and/or labor;
- (i) if Owner fails to pay any sum when due under this Agreement, the Note, or other documents executed in connection with this Project; or
- (j) if any other default or breach shall occur under the Note, Mortgage, Declaration of Restrictive Covenant, or any other Loan Documents executed in connection with this loan by the City.

Notwithstanding any of the foregoing provisions to the contrary, prior to any noncompliance with the terms of this Agreement being deemed a default, breach or Event of Default, Owner and Owner's limited partners on Owner's behalf shall be entitled to prior written notice and 30 days after receipt thereof (except with regards to (a) above), to cure the same, or longer if such cure is diligently pursued. Further, if Owner and/or Owner's limited partners on behalf of Owner fail to cure any default prior to the expiration of any stated applicable cure period, City may, at its sole option, cure such default, provided, however, that City shall be under no duty or obligation to do so.

2. No Waiver: Failure of City to declare a default shall not constitute a waiver of any rights by the City. Furthermore, the waiver of any default by the City shall in no event be construed as a waiver of rights with respect to any other default, past or present.

3. Remedies: Upon the occurrence of any Event of Default or any other breach of this Agreement, City shall be free to take many actions including, but not limited to terminating this Agreement, retaining all undisbursed funds, accelerating the loan to maturity and demanding payment from Owner for all amounts disbursed to Owner, and/or exercising all rights and remedies available to it under the terms of this Agreement, or other Loan Documents, statutory law, equity or under common law. Additional examples of actions City may take include, but are not limited to:

- (a) direct Owner to prepare and follow a schedule of actions for carrying out the affected activities, consisting of schedules, timetables, and milestones necessary to implement the affected activities;
- (b) establish and follow a management plan that assigns responsibility for carrying out the remedial actions;
- (c) cancel or revise activities likely to be affected by the performance deficiency, before expending HOME funds for the activities;
- (d) reprogram HOME funds that have not yet been expended from activities to offer eligible activities or withhold HOME funds;
- (e) direct Owner to reimburse City for any amounts not used in accordance with the requirements of 24 CFR Part 92 or this Agreement;
- (f) suspend disbursement of HOME funds;
- (g) debarment or suspension; limited further funding opportunities;
- (h) other appropriate action including, but not limited to any action legally available such as litigation, declaratory judgment, specific performance, damages, injunctions, enforcement of the Declaration of Restrictive Covenant, termination of the Agreement, or any other available remedies; or
- (i) City may also exercise any one or more of the actions contained in 24 CFR §85.43(a) (1-5) or §85.44.

All remedies shall be deemed cumulative and, to the extent permitted by law, the election of one or more remedies shall not be construed as a waiver of any other remedy which City may have available to it.

SECTION 13. INDEMNIFICATION

Owner agrees to be liable for any and all damages, losses, and expenses incurred by the City caused by the acts and/or omissions of Owner or Owner, or any of its employees, agents, sub-contractors, representatives, or the like. Owner agrees to indemnify, defend, and hold the City harmless for any and all claims, suits, judgments or damages, losses and expenses, including, but not limited to, court costs, expert witnesses, consultation services, and attorney's fees arising from any and all acts and/or omissions of City, or any of its employees, agents, sub-contractors, representatives, or the like, except to the extent caused by the City's gross negligence or willful misconduct. Notwithstanding, nothing in this Agreement shall be construed as a waiver by City of its rights to statutory sovereign immunity pursuant to FS §768.28.

SECTION 14. INSURANCE

Without limiting Owner's indemnification, Owner shall maintain in force at all times during the performance of this Agreement, all appropriate policies of insurance hereinafter described concerning its operations. Certificates with valid and authorized endorsements evidencing the maintenance and renewal of such insurance coverage shall be delivered to the City thirty (30) days prior to commencement of construction. City shall be given notice in writing at least thirty (30) calendar days in advance of cancellation or modification of any policy of insurance. City, its officers and employees shall be named as an additional named insured on all policies of liability insurance.

(a.) All policies of insurance shall be in a company or companies authorized by law to transact insurance business in the State of Florida. In addition, such policy shall provide that the coverage shall be primary for losses arising out of Owner's performance of the Agreement. The required certificates shall be furnished by Owner prior to execution of this Agreement.

At least thirty (30) calendar days prior to the expiration of any of the above-referenced insurance policies, Owner, shall provide City with evidence of the renewal of said insurance policies in a form satisfactory to City.

The policies of insurance which must be secured are:

1. Commercial General Liability Insurance: Owner must secure commercial general liability insurance to include, but not be limited to, bodily injury and property damage coverage. The policy's limit liability amount shall not be less than Five Hundred Thousand Dollars (\$500,000) per person/per occurrence for bodily injury to, or death to one or more than one person and not less than One Hundred Thousand Dollars (\$100,000) per occurrence for property damage.
2. Workers' Compensation Coverage: All employees of Owner must be included under such policy in an amount and with coverage to meet all requirements of Florida law.
3. Flood Insurance: Owner shall provide flood insurance as required under applicable HUD regulations.
4. Builder's Risk. During the rehabilitation of the Property, Owner shall have insurance in effect to cover all risks or damages to the Property.
5. Property Insurance. Owner must obtain property insurance for the replacement cost of the improvements, exclusive of foundation and infrastructure.

SECTION 15. APPLICABLE LICENSING

Owner, at its sole expense, shall obtain all required Federal, State, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

SECTION 16. BANKRUPTCY OR INSOLVENCY

If Owner files a Petition in Bankruptcy, or if it is adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the Owner shall be appointed in any proceeding brought by or against the Owner, or if the Owner shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the Owner's operations of the premises which proceedings are not dismissed within 90 days following service upon Owner, City may terminate this Agreement immediately.

SECTION 17. ASSIGNMENT

This Agreement shall only be assignable by the Owner upon the express written consent of the City.

SECTION 18. SEVERABILITY

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the Parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

SECTION 19. WAIVER

Failure of the Parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement, or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, condition, or right of election, but same shall remain in full force and effect.

SECTION 20. NOTICE

The Parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to City. All notices required and/or made pursuant to this Agreement to be given to City shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

City: City of Kissimmee Development Services Department
Craig M. Holland, Director
101 Church Street
Kissimmee, FL 34741-5054

Owner: Simpson Crossings, Ltd.
3050 Biscayne Boulevard, Suite 300
Miami, Florida 33137
Attention : Francisco Rojo

With copies to:

Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.

150 West Flagler Street, Suite 2200
Miami, Florida 33130
Attention: Brian McDonough, Esq.

TCC Simpson Crossings LLC
CDC Special Limited Partner, L.L.C.
c/o Truist Community Capital, LLC
Truist at Five Ballpark Center
740 Battery Avenue, SE - Suite 700-740
Atlanta, Georgia 30339-5111 Attention: Asset Management – Simpson Crossings

Holland & Knight LLP
10 St. James Avenue, 12th Floor
Boston, Massachusetts 02116
Attention: Jarrod Connors, Esq.

SECTION 21. MODIFICATION

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the Parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 22. HEADINGS

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such sections, exhibits, and attachments.

SECTION 23. JOINT AUTHORSHIP

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the Parties hereto.

SECTION 24. EQUAL OPPORTUNITY EMPLOYER

City is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. City will further ensure that all individuals, corporations, or other entities it utilizes for the project will comply with all equal opportunity employment laws.

SECTION 25. EQUAL OPPORTUNITY PARTICIPATION

Owner agrees that no person shall on the grounds of race, color, gender, age, disability, or national origin be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination under any program or activity. Owner further assures every effort will be made to ensure nondiscrimination in all of its program activities.

SECTION 26. AUDITING, RECORDS AND INSPECTION

In the performance of this Agreement, Owner shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of City and shall be retained by

Owner for a period of five (5) years after the termination or completion of this Agreement or until a full City audit is completed, whichever comes first. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. City also has the right to conduct an audit within sixty (60) days from the Effective Date to determine whether the Owner has the ability to fulfill its contractual obligations to the satisfaction of City. City has the right to terminate this Agreement based upon the findings in this audit without regard to any notice requirement for termination.

SECTION 27. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, Owner must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, Owner must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, Owner may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include this requirement in certain subcontract, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

SECTION 28. SCRUTINIZED COMPANIES CERTIFICATION

By signing this Agreement, OWNER 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. If CITY determines, using credible information available to the public, that OWNER has submitted false certification, CITY shall provide OWNER with written notice of its determination. OWNER shall have 90 days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. Failure to comply with this provision is a material breach of this Agreement, and CITY may choose to terminate the Agreement at its sole discretion.

SECTION 29. 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, sub-contractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

SECTION 30. ANTITRUST VIOLATOR 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, sub-contractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

SECTION 31. HUMAN TRAFFICKING

OWNER shall provide CITY with an affidavit (**Exhibit "P"**) signed by an officer or representative of CONTRACTOR attesting, under penalty of perjury, that OWNER does not use coercion for labor or services as defined by section 787.06, Florida Statute.

SECTION 32. COMPLIANCE WITH ALL LAWS

Owner, at their sole expense, shall comply with all Laws, Ordinances, Judicial Decisions, Orders, and Regulations of Federal, State, County, and municipal governments, as well as their respective Departments, Commissions, Boards, and Officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

SECTION 33. SURVIVAL

All provisions of this Agreement intended to survive or to be performed subsequent to the end of the period of this Agreement shall survive termination of the Agreement.

IN WITNESS WHEREOF the Parties have executed this Agreement, each upon the date set forth next to his/her name.

Signed in the presence of two witnesses:

Hunter A. Clements
Signature

Print Name: Hunter A. Clements

Andre Nisbett
Signature

Print Name: Andre Nisbett

OWNER

Simpson Crossings, Ltd., a Florida limited partnership

By: Simpson Crossings GP, LLC, a Florida limited liability company, its General Partner

By: Francisco Rojo
Name: Francisco Rojo
Title: President

ACKNOWLEDGMENT

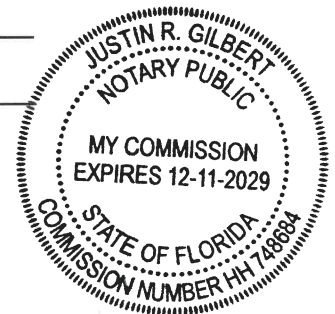
STATE OF FLORIDA
COUNTY OF Miami-Dade

THE FOREGOING was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 22ND day of December, 2025, by Francisco Rojo, as President of Simpson Crossings GP, LLC, a Florida limited liability company, the General Partner of SIMPSON CROSSINGS, LTD., a Florida limited partnership. He/She is personally known to me or who has produced _____ as identification.

Justin R. Gilbert
NOTARY PUBLIC

Print Name: Justin R. Gilbert

My Commission Expires: 12/11/2029



ATTEST:

By: _____
City Clerk

**CITY OF KISSIMMEE, FLORIDA,
a municipal corporation**

By: _____
Mayor
Date: _____

EXHIBIT "A"
PROPERTY LEGAL DESCRIPTION

PARCEL 1 (FEE SIMPLE):

THE SOUTHERLY 330 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHERLY 330 FEET OF THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 LYING EAST OF BOGGY CREEK ROAD, ALL BEING IN SECTION 8, TOWNSHIP 25 SOUTH, RANGE 30 EAST, OSCEOLA COUNTY, FLORIDA.

LESS AND EXCEPT: BEGINNING AT A POINT, 12.08 FEET NORTH 89 DEGREES 59 MINUTES 50 SECONDS WEST OF THE NORTHWEST CORNER OF TRACT A OF GREENVILLE ESTATES, AS RECORDED IN PLAT BOOK 2, PAGE 159, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, SAID POINT BEING ON THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 530, RUN SOUTH 89 DEGREES 59 MINUTES 50 SECONDS EAST ALONG THE SOUTH LINE OF SECTION 8, TOWNSHIP 25 SOUTH, RANGE 30 EAST, 771.80 FEET; RUN THENCE NORTH 00 DEGREES 00 MINUTES 14 SECONDS EAST, 330 FEET; RUN THENCE NORTH 89 DEGREES 59 MINUTES 50 SECOND WEST, 548.20 FEET TO THE EASTERLY RIGHT OF WAY OF STATE ROAD NO. 530; RUN THENCE SOUTH 34 DEGREES 07 MINUTES 28 SECONDS WEST TO THE POINT OF BEGINNING.

PARCEL 1 ALSO DESCRIBED AS:

A PARCEL OF LAND BEING A PORTION OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 25 SOUTH, RANGE 30 EAST, OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

BEGIN AT THE SOUTH 1/4 CORNER OF SAID SECTION 8; THENCE RUN N00°33'09"E ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 OF SECTION 8, A DISTANCE OF 330.12 FEET; THENCE DEPARTING SAID EAST LINE RUN S89°52'31"W, A DISTANCE OF 886.57 FEET; THENCE RUN S00°02'25"E, A DISTANCE OF 329.77 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF SECTION 8; THENCE RUN N89°53'47"E ALONG SAID SOUTH LINE, A DISTANCE OF 883.16 FEET TO THE POINT OF BEGINNING.

PARCEL 2 (EASEMENT):

TOGETHER WITH THAT CERTAIN NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS CONTAINED IN THAT CERTAIN EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 767, PAGE 2794, AS AMENDED BY NOTICE OF RELOCATION OF EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 1359, PAGE 1852, AMENDED NOTICE OF RELOCATION OF EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 1379, PAGE 635, MEMORANDUM OF AMENDED AND RESTATED EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 6811, PAGE 1811, AND AMENDED AND RESTATED EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

LESS AND EXCEPT ANY PORTION THEREOF PURSUANT TO THAT CERTAIN STIPULATED ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 6416, PAGE 1260, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

EXHIBIT "B"

**INCOME LIMITS
PERSONS ELIGIBLE AND QUALIFIED TO RECEIVE SAID SERVICES AS ESTABLISHED BY THE U.S.
DEPARTMENT OF HOUSING AND
URBAN DEVELOPMENT (HUD) 2025**

HOME INCOME LIMITS

	1	2	3	4	5	6	7	8
30% Limits	22,150	25,300	28,450	31,600	34,150	36,700	39,200	41,750
VERY LOW INCOME	36,900	42,150	47,450	52,700	56,950	61,150	65,350	69,550
60% LIMITS	44,280	50,580	56,940	63,240	68,340	73,380	78,420	83,460
LOW INCOME	59,050	67,450	75,900	84,300	91,050	97,800	104,550	111,300

HOME RENT LIMITS

	1	2	3
LOW HOME RENT LIMIT	988	1,186	1,370
HIGH HOME RENT LIMIT	1,264	1,519	1,747
For Information Only:			
FAIR MARKET RENT	1,727	1,958	2,486
50% RENT LIMIT	988	1,186	1,370
65% RENT LIMIT	1,264	1,519	1,747

EXHIBIT "C"

PROMISSORY NOTE

\$460,000.00

_____, 2026

Kissimmee, Florida

For value received, the undersigned promises to pay the City of Kissimmee, a Florida municipal corporation, the principal sum of **Four Hundred Sixty Thousand and 00/100 (\$460,00.00)**. Said principal shall be payable at 101 Church Street, Kissimmee, FL 34741, or at such other place as the holder hereof may designate in writing, in one (1) principal installment of **Four Hundred Sixty Thousand and 00/Dollars and 00/100 (\$460,000.00)** due on _____, 2059 (the "Maturity Date"); provided, however, that if the undersigned is in full compliance with that certain HOME Program Agreement and all agreements between the undersigned and the City through the Affordability Period or undersigned has cured any defaults thereunder, then the debt evidencing this Note may be marked cancelled by the City in its sole and absolute discretion. This Note will not bear interest.

Notwithstanding the above, at the option of the City, this Note shall become immediately due and payable, upon the occurrence of any of the following events and continuation thereof beyond any applicable notice and cure period (each an "Event of Default"): (i) failure to pay any sum when due under this Note, the HOME Program Agreement, or such other documents executed in connection with this Project, and such failure continues for ten (10) days after written notice by City to the undersigned; (ii) failure to comply with any HOME Program regulations including, but not limited to, 42 U.S.C. §§12701-12839, 24 CFR Part 92; (iii) failure to comply with any of the terms contained in the HOME Program Agreement or uses the funds other than as authorized by the HOME Program Agreement or any of the other documents executed in connection with this Project; (iv) failure to timely comply with audit requirements; (v) failure to expend HOME funds in a timely manner or fails to meet any of the time requirements as set forth in the HOME Program Agreement; (vi) failure to build the Property as required by the HOME Program Agreement; (vii) failure to rent the HOME-Assisted Units to Eligible Persons at Affordable rents for the Affordability Period as required in the HOME Program Agreement; (viii) if at any time any material omission or material representation made by the undersigned in any written certification or communication submitted by the undersigned to the City in an effort to induce the making of this loan or the administration thereof is determined by the City to be false, misleading, or incorrect in any material manner as of the date made; (ix) failure to disclose to the City, upon demand, the names of all entities with whom the undersigned has contracted for the construction or management of any portion of the Property, including contracts for services and/or labor; or (x) if any other default or breach of any term shall occur under the Note, Mortgage, or any Loan Documents, and such failure continues for thirty (30) days after notice, or longer if necessary to cure and cure is being diligently pursued. To the extent notice and cure is not provided above, the undersigned and its limited partners on behalf of the undersigned shall be entitled to prior notice and 30 days thereafter to cure any default, or longer if necessary to cure and cure is being diligently pursued, before the City exercises its rights or remedies hereunder.

The holder hereof may exercise this option to accelerate upon an Event of Default, provided said Event of Default extends beyond the applicable cure period, by the undersigned regardless of any prior forbearance. In the event of any default under this Note, and if the same is referred to an attorney at law for collection, or any action at law or in equity is brought with respect hereto, the undersigned shall pay the holder hereof all expenses and costs, including, but not limited to, reasonable attorney's fees.

The maker of this Note hereby waives demand, presentment, notice of dishonor, and protest. This Note shall be the joint and several obligation of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their successors and assigns.

The debt evidenced by this Note is secured by a Mortgage and Security Agreement of even date herewith (the "Mortgage"), covering the property described in **Exhibit "A"** (the "Property"), inclusive of all five

(5) designated HOME-Assisted Units as more fully described in the Mortgage and HOME Program Agreement.

The term "Loan Documents" when used herein shall mean, collectively, the following documents: (i) this Note; (ii) the Mortgage; (iii) the HOME Program Agreement between the City of Kissimmee and Simpson Crossings, Ltd., a Florida limited partnership ("HOME Program Agreement"); (iv) Declaration of Restrictive Covenant and Restrictions; and (v) all other documents or agreements arising under, related to, or made in connection with, the loan evidenced by this Note, as such Loan Documents may be amended. All persons to whom this Note may come are referred to the Mortgage, the HOME Program Agreement, and other Loan Documents for their effect on this Note. All terms not defined herein shall have the meaning ascribed to such terms in the HOME Program Agreement.

The validity of this Note and the other Loan Documents, each of their terms and provisions and the rights and obligations of the undersigned under this Note, and the other Loan Documents shall be governed by, interpreted, construed, and enforced pursuant to and in accordance with the laws of the State of Florida. The undersigned agrees that any controversy arising under or in relation to this Note, HOME Program Agreement, the Mortgage or any other Loan Documents shall be litigated exclusively in the State of Florida. The state and federal courts and authorities with jurisdiction in the State of Florida shall have exclusive jurisdiction over all controversies which may arise under or in relation to this Note, including without limitation those controversies relating to the execution, interpretation, breach, enforcement or compliance with this Note, the Mortgage, or any other issue arising under, related to, or in connection with any of the Loan Documents. The undersigned irrevocably consents to service, jurisdiction, and venue of such courts for any litigation arising from this Note, Mortgage, or any of the other Loan Documents, and waives any other venue to which it might be entitled by virtue of domicile, habitual residence, or otherwise.

The provisions of this Note, the Mortgage, HOME Program Agreement, and all other Loan Documents shall be binding on the successors and assigns, including, but not limited to, any receiver, trustee, representative or other person appointed under foreign or domestic bankruptcy, receivership, or similar proceedings of the undersigned and any person having an interest in the undersigned.

The enforcement of this Note and the other Loan Documents shall be nonrecourse to the undersigned and its partners. The City's sole recourse against undersigned and its members for the payment thereof shall be the collateral under the Mortgage.

The Note may be prepaid at any time without penalty or premium. By signing below, the undersigned accepts and agrees to the covenants and agreements contained in this Note.

OWNER

Simpson Crossings, Ltd., a Florida limited partnership

By: Simpson Crossings GP, LLC, a Florida limited liability company, its General Partner

By: _____

Name: Francisco Rojo

Title: President

EXHIBIT "D"

MORTGAGE

THIS MORTGAGE (hereinafter "Mortgage") is made this ____ day of _____, 2026, by the Mortgagor, **Simpson Crossings, Ltd.**, a Florida limited partnership with a principal address of 3050 Biscayne Boulevard, Suite 300, Miami, Florida 33137 (hereinafter referred to as "Borrower"), in favor of the Mortgagee, **City of Kissimmee**, a Florida municipal corporation with a principal address of 101 Church Street, Kissimmee, FL 34741 (hereinafter "Lender").

WHEREAS, Borrower and Lender have entered into an HOME Program Agreement (the "HOME Agreement"), a copy of which is on file in the City Clerk's Office for the City of Kissimmee and the definitions and terms of which are incorporated herein by this reference as if fully set forth herein, and which provides, among other things, that the Lender will loan to Borrower HOME funds to be used towards the construction of five (5) units, to be located in Simpson Crossings, having addresses at 2680 – 2689 Magnolia Creek Circle,, Kissimmee, Florida 34741, in which five (5) units shall be designated as HOME-Assisted Units for rent to Very Low and Sixty Percent Income persons or families, as applicable, at Affordable rents and upon such other terms as set forth in the HOME Agreement; and

WHEREAS, to ensure, that the HOME-Assisted Units are rented to Very Low and Sixty Percent persons or families at Affordable rents and on the terms set forth in the HOME Agreement, Borrower has executed a note in favor of Lender in the principal sum of ***Four Hundred Sixty Thousand Dollars and 00/100 (\$460,000.00)***; and

WHEREAS, which indebtedness is evidenced by Borrower's promissory note dated of even date herewith (hereinafter "Note").

To secure to Lender (a) the indebtedness evidenced by the Note, and all renewals, extensions, and modifications thereof; (b) the performance of the covenants and agreements of Borrower contained in the Note between Lender and Borrower; (c) the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; (d) the performance of the covenants and agreements contained in the HOME Agreement between the Lender and Borrower; and (e) the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant, convey and assign to Lender the benefit of a lien on, and a security interest in any fee simple interest Borrower may acquire now or in the future in and to the following described real property located in Osceola County, Florida:

See Attached Exhibit "A"

Together with all if Borrower's right, title and interest in all buildings, structures, improvements, and tenements now or hereafter erected on the Property; all heretofore or hereafter vacated alleys and streets abutting the Property, and all easements, streets, ways, alleys, rights-of-way and rights used in connection therewith or as a means of access thereto, and all tenements, hereditaments and appurtenances thereof and therefor; all rents, royalties, mineral, oil and gas rights and profits, water rights and water stock appurtenant to the Property; all fixtures, machinery, equipment, engines, boilers, incinerators, building materials, appliances and goods of every nature whatsoever now or hereafter located in or on, or used or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light; all elevators and related machinery and equipment, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, mirrors, cabinets, paneling, rugs, attached floor coverings, furniture, pictures, antennas, trees and plants; all

leasehold estates and all leases or subleases of the Property, or any portion thereof now or hereafter existing or entered into, and all right, title and interest of Borrower thereunder, including, without limitation, all cash or security deposits, advance rentals and deposits or payments of similar nature; all rents, profits, issues and revenue of the Property and the buildings on the Property from time to time accruing, whether under leases or tenancies now existing or hereafter created; all machinery, apparatus, equipment, fittings, fixtures and tangible personal property of every kind and nature whatsoever now or hereafter located on the Property or in any buildings or improvements upon the Property, or any part thereof, and used or usable in connection with the construction of or any occupancy of any buildings on the Property or the operation of the Property and all additions thereto; and all proceeds, products, substitutions, additions, renewals, accessions and replacements of any of the foregoing items. All of the foregoing real and personal property herein referred to as the "Property").

TO HAVE AND TO HOLD the said Property unto the Lender until the payment in full of the Note and the performance of all obligations under the Loan Documents (as defined in the HOME Agreement) through the date of such payment, in fee simple.

To protect the security of this Mortgage, Borrower further covenants, warrants and agrees with Lender as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay all payments provided for in the Note, any prepayment and late charges provided in the Note and all other sums secured by this Mortgage and shall otherwise comply with all the terms in the Note and this Mortgage.
2. **HOME Agreement.** The indebtedness that is secured by this Mortgage and is the subject of the Note shall be advanced pursuant to the covenants and conditions of the HOME Agreement between Borrower and Lender, all of which terms are incorporated herein by reference and made a part of this Mortgage with the same force and effect as if fully set forth in this Mortgage.
3. **Funds for Taxes, Assessments, Charges, Liens.** Borrower shall pay all water and sewer rates, rents, taxes, ad valorem taxes, assessments, premiums, insurance and other impositions attributable to the Property by Borrower making payment when due, directly to the payee thereof, or in such other manner as Lender may designate in writing. Upon request, Borrower shall promptly furnish to Lender all receipts evidencing such payments. Borrower shall pay, when due, the claims of all persons supplying labor or materials to or in connection with the Property, or shall transfer to bond any claims of lien filed by any such persons.
4. **Leases, Subleases and Easements.** Borrower, at Borrower's sole cost and expense, shall maintain and cause to be performed, all of the covenants, agreements, terms, conditions and provisions on its part to be kept, observed and performed under any lease, sublease or easements, which may constitute a portion of or an interest in the Property; shall require its tenants or subtenants to keep, observe and perform all of the covenants, agreements, terms, conditions and provisions on their part to be kept, observed or performed under any and all leases, subleases, or easements; and shall not suffer or permit any breach or default to occur with respect to the foregoing; and in default thereof, Lender shall have the right to perform or to require performance of any such covenants, agreements, terms, conditions and provisions of any lease, sublease or easements. Except in the ordinary course of business, Borrower shall not, without the consent of Lender, consent to any modification or amendment of any lease, sublease or easement or to the, cancellation, termination or surrender of any lease, sublease or easement. Borrower shall not enter into any lease, sublease, or easement or make any modification or amendment that would violate any terms of the HOME Agreement or violate any of the HOME regulations governing this Property.
5. **Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured by carriers at all times satisfactory to Lender against loss by fire, hazards included within the term "extended coverage", rent loss and such other hazards, casualties, liabilities and contingencies as Lender

shall require and in such amounts and for such periods as Lender shall require. Borrower shall also maintain commercial general liability insurance with Lender named as an additional insured in such amounts and for such periods as Lender may require. Borrower shall also maintain worker's compensation insurance, subject to the statutory limits of the State of Florida, and employer's liability insurance with a limit of no less than \$500,000.00 per accident, per employee.

All premiums on the foregoing insurance policies shall be paid by Borrower making payment, when due, directly to the carrier, or in such other manner as Lender may designate in writing.

All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgagee clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies or certificate of insurance with regard thereto, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. At least thirty (30) days prior to the expiration date of a policy, Borrower shall deliver to Lender a renewal policy in form satisfactory to Lender.

In the event of loss, Borrower shall give immediate written notice to the insurance carrier and Lender. During the continuance of an Event of Default, Borrower hereby authorizes and empowers Lender as attorney in fact for such Borrower to make proof of loss, to adjust and compromise any claim under insurance policies, to appear in and prosecute any action arising from such insurance policies, to collect and receive insurance proceeds, and to deduct therefrom Lender's expenses incurred in the collection of such proceeds; provided, however, that nothing contained in this paragraph shall require Lender to incur any expense or take any action hereunder. Borrower further authorizes Lender, at Lender's option, (a) to hold the balance of such proceeds to be used to reimburse Borrower for the cost of reconstruction or repair of the Property, or (b) to apply the balance of such proceeds to the payment of the sums secured by this Mortgage, whether or not then due. Lender shall permit the proceeds to be used to reconstruct if Borrower demonstrates there are sufficient funds for reconstruction and Borrower is not otherwise in default hereunder.

If the insurance proceeds are held by Lender to reimburse Borrower for the cost of restoration and repair of the Property, the Property shall be restored to the equivalent of its original condition or such other condition as Lender may approve in writing. Lender may, at Lender's option, condition disbursement of said proceeds on Lender's approval of such plans and specifications of an architect satisfactory to Lender, contractor's cost estimates, architect's certificates, waivers of liens, sworn statements of mechanics and materialmen and such other evidence of costs, percentage completion of construction, application of payments, and satisfaction of liens as Lender may reasonably require. If the insurance proceeds are applied to the payment of the sums secured by this Mortgage, any such application of proceeds to principal shall not extend or postpone the due dates of any future installments. If the Property is sold or if Lender acquires title to the Property, Lender shall have all of the right, title and interest of Borrower in and to any insurance policies and unearned premiums thereon and in and to the proceeds resulting from any damage to the Property prior to such sale or acquisition.

6. **Preservation and Maintenance of the Property.** Borrower (a) shall not commit waste or permit impairment or deterioration of the Property, (b) shall not abandon the Property, (c) shall restore or repair promptly and in a good and workmanlike manner all or any part of the Property to the standards required by HUD and its property standards requirement, whether or not insurance proceeds are available to cover in whole or in part the costs of such restoration or repair, (d) shall keep the Property, including improvements, fixtures, equipment, machinery and appliances thereon in good repair and shall replace fixtures, equipment, machinery and appliances on the Property when necessary to keep such items in good repair, (e) shall comply with all laws, ordinances, regulations, and requirements of any governmental body applicable to the Property, and cure any violations within the time permitted by the applicable governing body, (f) shall use and operate, and shall require its lessees or licensees to use or operate, the Property in compliance with all applicable laws, ordinances, regulations, covenants, conditions and restrictions and with all applicable requirements of any lease or sublease now or hereafter affecting the Property, (g) shall operate and maintain the Property in a manner to ensure compliance with applicable U.S. Department of Housing and Urban

Development (HUD) and HOME regulations, and (h) shall give notice in writing to Lender of and, unless otherwise directed in writing by Lender, appear in and defend any action or proceeding purporting to affect the Property, the security of this Mortgage or the rights or powers of Lender. Neither Borrower nor any tenant or other person shall remove, demolish or alter any non-obsolete improvement now existing or hereafter erected on the Property or any fixture, equipment, machinery or appliance in or on the Property except when incident to the replacement of fixtures, equipment, machinery and appliances with items of like kind.

7. **Use of Property.** Unless required by applicable law or unless Lender has otherwise agreed in writing, Borrower shall not allow changes in the use for which all or any part of the Property was intended at the time this Mortgage was executed. Borrower shall not initiate or acquiesce in a change in the zoning classification of the Property without Lender's prior written consent.

8. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which affects the Property or title thereto or the interest of Lender therein, including, but not limited to, eminent domain, insolvency, code enforcement or arrangements or proceedings involving a bankrupt or decedent, then Lender, at Lender's option after notice to the Borrower, may make such appearances, disburse such sums and take such action as Lender deems necessary, in its sole discretion, to protect Lender's interest, including, but not limited to, (i) disbursement of attorney's fees, (ii) entry upon the Property to make repairs, and (iii) procurement of satisfactory insurance as provided in paragraph 5 hereof.

Any amounts disbursed by Lender pursuant to this paragraph shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be immediately due and payable upon demand by Lender and shall bear interest from the date of disbursement at the Event of Default rate stated in the Note unless collection from Borrower of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate which may be collected from Borrower under applicable law. Nothing contained in this paragraph shall require Lender to incur any expense or take any action hereunder.

9. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property at any time. If the Property requires repair, care or attention, after notice to Borrower, Lender may enter or cause entry to be made on the Property to repair, protect and maintain the Property as Lender may deem necessary after notice to the Borrower. Any and all money that the Lender must pay to accomplish the proper maintenance on the Property shall become due and payable under the provisions of the above paragraph.

10. **Books and Records.** Borrower shall keep and maintain at all times at Borrower's address stated above, or such other place as Lender may approve in writing, complete and accurate books of accounts and records adequate to reflect correctly the results of the operation of the Property, compliance with all applicable HOME and federal regulations, compliance with the HOME Agreement and copies of all written contracts, leases and other mortgages or other interests which affect the Property. Such books, records, contracts leases, other documentation and mortgages shall be subject to examination and inspection at any reasonable time by Lender. Upon Lender's request, Borrower shall furnish to Lender, within one hundred and twenty (120) days after the end of each fiscal year of Borrower, a balance sheet, a statement of income and expenses of the Property and a statement of changes in financial position, each in reasonable detail and certified by Borrower and, if Lender shall require, by an independent certified public accountant.

11. **Condemnation.** Borrower shall promptly give written notification to Lender of any action or proceeding relating to any condemnation or other taking, whether direct or indirect, of the Property, or part thereof, and Borrower shall appear in and prosecute any such action or proceeding unless otherwise directed by Lender in writing. Borrower authorizes Lender, at Lender's option, as attorney in fact for Borrower, to commence, appear in and prosecute, in Lender's or Borrower's name, any action or proceeding relating to any condemnation or other taking of the Property, whether direct or indirect, and to settle or compromise any

claim in connection with such condemnation or other taking (provided, however, that so long as no Event of Default then exists, no compromise or settlement shall be made without the Borrower's consent, which consent shall not be unreasonably withheld). The proceeds of any award or payment or claim for damages, direct or consequential, in connection with any condemnation or other taking, whether direct or indirect, of the Property, or part thereof, or for conveyances in lieu of condemnation, are hereby assigned to and shall be paid to Lender.

Borrower authorizes Lender to apply such awards, payments, proceeds or damages, after the deduction of Lender's expenses incurred in the collection of such amounts, at Lender's option, to restoration or repair of the Property or to payment of the sums secured by this Mortgage, whether or not then due, with the balance, if any, to Borrower.

12. **Assignment of Rents.** Borrower hereby collaterally assigns and transfers to Lender all the leases, subleases, franchises, rents, issues and profits of the Property, and hereby gives to and confers upon Lender the right, power and authority to collect such rents, issues and profits as herein set forth. Borrower irrevocably appoints Lender its true and lawful attorney-in-fact for such purposes. Upon the occurrence and during the continuance of an Event of Default, not cured within any applicable grace period, under this Mortgage, Lender shall have the right, at its option, immediately and without further legal action being necessary, to demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue, in the name of Borrower or Lender, for all such rents, issues and profits and apply the same to the indebtedness secured hereby; provided, however, that Borrower shall have the right to collect, use and retain such rents, issues and profits (but not more than one month in advance) prior to or so long as there is not the continuance of an Event of Default under this Mortgage.

13. **Collection of Rents Upon Event of Default.** Upon and during the continuance of any Event of Default under this Mortgage, Lender may, at any time without notice, either in person, by agent or by a receiver appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Property (but only by way of a court-appointed receiver or court order), or any part thereof, in its own name, sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including attorneys' fees, upon any indebtedness secured hereby, and in such order as Lender may determine. The collection of such rents, issues and profits, or the entering upon and taking possession of the Property, or the application thereof as aforesaid, shall not cure or waive any Event of Default or notice of Event of Default hereunder or invalidate any act done in response to such Event of Default or pursuant to such notice of Event of Default.

14. **Restriction on Further Assignments or Modifications.** Except in connection with the senior financings, Borrower shall not, without the prior written consent of Lender, assign the rents, issues or profits, or any part thereof, from the Property or any part thereof, and shall not consent to the modification, cancellation or surrender of any lease or sublease covering the Property. However, Borrower shall not enter into any lease, sublease, or easement, or make any modification or amendment that would violate any terms of the HOME Agreement or violate any of the HOME regulations governing this property. An action of Borrower in violation of the terms of this section shall be void as against Lender in addition to being an Event of Default under this Mortgage after applicable notice and cure periods. Lender agrees that its consent of any refinancing of the senior mortgages and subordination to any such refinancing request will not be unreasonably withheld; provided, however, none of the foregoing shall be construed or deemed to prohibit Borrower from leasing individual apartment units without the consent of Lender.

Borrower shall not, without the consent of Lender after the occurrence of an Event of Default, consent to the cancellation or surrender of, accept prepayment of rents, issues or profits more than thirty (30) days in advance under, any lease or sublease now or hereafter covering the Property or any part thereof, nor modify any such lease or sublease so as to shorten the term, decrease the rent, accelerate the payment of rent, or change the terms of any renewal option; and any such purported assignment, cancellation, surrender,

prepayment or modification made without the written consent of Lender shall be void as against Lender. Borrower shall, upon demand of Lender, enter into an agreement with Lender with respect to the provisions contained in the preceding provision regarding any lease or sublease covering said Property, or any part thereof, and Borrower hereby appoints Lender attorney-in-fact of Borrower to execute and deliver any such agreement on behalf of Borrower and deliver written notice thereof to the tenant to whose lease such agreement relates. Borrower agrees to furnish to Lender a copy of all leases, any modification of any lease presently in effect and copies of all future leases affecting the Property covered by this Mortgage, and failure to furnish to Lender a copy of any modification of a lease or a copy of any future lease affecting said Property shall be deemed an Event of Default under this Mortgage after applicable notice and cure periods.

All leases or subleases hereafter entered into by Borrower with respect to the Property or any part thereof shall be subordinate to the lien of this Mortgage.

15. **Uniform Commercial Code Security Agreement.** This Mortgage is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the items specified above as part of the Property which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and Borrower hereby grants Lender a security interest in said items. Borrower agrees that Lender may file this Mortgage, or a reproduction thereof, in the real estate records or other appropriate index, as a financing statement for any of the items specified above as part of the Property. Any reproduction of this Mortgage or of any other security agreement or financing statement shall be sufficient as a financing statement. In addition, Borrower agrees to execute and deliver to Lender, upon Lender's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproductions of this Mortgage in such form as Lender may require to perfect a security interest with respect to said items. Borrower shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements Lender may reasonably require. Except for the senior mortgages, without the prior written consent of Lender, Borrower shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said items, including replacements and additions thereto. Upon Borrower's breach of any covenant or agreement of Borrower contained in this Mortgage, Lender shall have the remedies of a secured party under the Uniform Commercial Code and, at Lender's option, may also invoke the remedies provided in this Mortgage as to such items.

In exercising any of said remedies, Lender may proceed against the items of real property and any items of personal property specified above as part of the Property separately or together and in any order whatsoever, without in any way affecting the availability of Lender's remedies under the Uniform Commercial Code or of the remedies provided in this Mortgage.

16. **Events of Default.** The following shall constitute an Event of Default under this Mortgage to the extent continuing beyond any applicable notice and cure period:

- (a) failure to pay any sum when due under the Note, this Mortgage or other documents executed in connection with this Project and such failure continues for ten (10) days after written notice by Lender to Borrower;
- (b) failure to comply with any HOME Program regulations including, but not limited to, 42 U.S.C. §§12701-12839, 24 CFR Part 92;
- (c) failure to comply with any of the terms contained in the HOME Agreement or uses the HOME funds other than as authorized by the HOME Agreement;
- (d) failure to timely comply with audit requirements;

(e) failure to expend HOME funds in a timely manner or fails to meet any of the time requirements as set forth in the HOME Agreement

(f) failure to rent the HOME-Assisted Units to Eligible Persons at Affordable rents for the Affordability Period as required in the HOME Agreement;

(g) Reserved;

(h) if at any time any material omission or material representation made by Borrower in any written certification or communication submitted by Borrower to the Lender in an effort to induce the making of this loan or the administration thereof is determined by the Lender to be false, misleading, or incorrect in any material manner at the time made; or

(i) if any other default or breach of any term shall occur under the Note, Mortgage or any Loan Documents.

Notwithstanding any of the foregoing provisions to the contrary, prior to any noncompliance with the terms of this Agreement being deemed a default, breach, or Event of Default, Borrower and Borrower's limited partners on behalf of Borrower shall be entitled to prior written notice and 30 days (10 days in the case of (a) above) to cure the same—or longer if such cure is diligently pursued. If Borrower and/or Borrower's limited partners on behalf of Borrower have failed to cure any Event of Default by any applicable cure period, the Lender may, at its sole option, cure such Event of Default, provided, however, that the Lender shall be under no duty or obligation to do so.

17. **Remedies.** Upon the occurrence and during the continuance of any Event of Default, or any other breach of this Mortgage, Lender may declare Borrower in default and the remedies available to Lender shall include, but not necessarily be limited to, any one or more of the following: (i) Lender may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding; (ii) Lender may take immediate possession of the Property or any part thereof by way of a court-appointed receiver as discussed in this Mortgage and manage, control or lease the same to such person and at such rental as it may deem proper and collect all rents, issues and profits therefrom; and (iii) Lender shall be free to terminate the HOME Agreement, withhold all funding and/or exercise all rights and remedies available to it under the terms of the HOME Agreement, the Loan Documents, under statutory law, federal or under common law. The City may also exercise any one or more of the actions contained in 24 CFR §85.43(a)(1-5).

18. **Remedies Cumulative.** Each remedy provided in this Mortgage is distinct and cumulative to all other rights or remedies under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively, in any order whatsoever.

19. **Borrower and Lien Not Released.** From time to time, Lender may, at Lender's option, without giving notice to or obtaining the consent of Borrower or any junior lien holder, without liability on Lender's part and notwithstanding Borrower's breach of any covenant or agreement of Borrower in this Mortgage, extend the time for payment of said indebtedness or any part thereof, reduce the payments thereon, accept a renewal note or notes therefor, modify the terms and time of payment of said indebtedness, with the consent of Borrower, release from the lien of this Mortgage any part of the Property, take or release other or additional security, re-convey any part of the Property, consent to any map or plan of the Property, consent to the granting of any easement, or join in any extension or subordination agreement. Any actions taken pursuant to this paragraph shall not affect the obligation of Borrower to pay the sums secured by this Mortgage and to observe the covenants of Borrower contained herein and shall not affect the lien or priority of lien hereof on the Property. Borrower shall pay Lender title insurance premiums and attorney's fees as may be incurred at Lender's option, for any such action if taken at Borrower's request.

20. **No Waiver.** Failure of the Lender to declare an Event of Default shall not constitute a waiver of any rights by the Lender. Furthermore, the waiver of any Event of Default by the Lender shall in no event be construed as a waiver of rights with respect to any other Event of Default, past or present.

21. **Appointment of Receiver; Lender in Possession.** Upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage which is not cured within any applicable cure period, Lender may in person, by agent or by a court-appointed receiver, regardless of the adequacy of Lender's security, enter upon and take and maintain full control of the Property in order to perform all acts necessary and appropriate for the operation and maintenance thereof including, but not limited to, the execution, cancellation or modification of leases, the collection of all rents and revenues of the Property, the making of repairs to the Property and the execution or termination of contracts providing for the management or maintenance of the Property, all on such terms as are deemed best to protect the security of this Mortgage. In the event Lender elects to seek the appointment of a receiver for the Property upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage after applicable notice and cure periods, Borrower hereby expressly consents to the appointment of such receiver. Lender or the receiver shall be entitled to receive a reasonable fee for managing the Property.

22. **Transfers of the Property or Beneficial Interests in Borrower; Assumption.** On sale or transfer of all or any part of the Property, or any interest therein, in any manner inconsistent with the HOME Agreement, Lender may, at Lender's option, declare all of the sums secured by this Mortgage to be immediately due and payable, and Lender may invoke any remedies permitted by this Mortgage or by state or federal law. Notwithstanding anything to the contrary herein, in the HOME Agreement, or in the other Loan Documents to the contrary, (i) direct and indirect transfers of limited partner interest in Borrower, including but not limited to the transfer of limited partner interests to affiliates of Truist Community Capital, LLC subsequent to the date hereof pursuant to the terms of the Investment Agreement dated on or about the date hereof, (ii) the removal and replacement of Borrower's general partner for cause in accordance with the terms of Borrower's organizational documents, and (iii) transfers pursuant to the Purchase Option Agreement dated on or about hereof, shall not require the prior written consent of Lender and shall not be an Event of Default hereunder or under any other Loan Document.

23. **Notice.** Except for any notice required under applicable law to be given in another manner, each notice, demand, consent or other approval (collectively, "notices" and singly, "notice") given under the Note, this Mortgage and any other Loan Document, shall be in writing to the other party, and if to Borrower, at its address set forth at the beginning of the Mortgage, and if to Lender, at its address set forth at the beginning of the Mortgage, and to Borrower's limited partners as set forth in the HOME Agreement, or at such other address as such party may designate by notice to the other party and shall be deemed given (a) three (3) Business Days after mailing, by certified U.S. mail, return receipt requested, postage prepaid; (b) one (1) Business Day after delivery, fee prepaid, to a national overnight delivery service; or (c) when delivered, if personally delivered with proof of delivery thereof.

Borrower and Lender each agrees that it will not refuse or reject delivery of any notice given hereunder, that it will acknowledge, in writing, the receipt of the same upon request by the other party and that any notice rejected or refused by it shall be deemed for all purposes of this Mortgage to have been received by the rejecting party on the date so refused or rejected, as conclusively established by the records of the U.S. Postal Service or the courier service. As used in the Mortgage, the term "Business Day" means any day other than a Saturday, a Sunday or any other day on which Lender is not open for business.

24. **Successors and Assigns Bound; Joint and Several Liability; Agents; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower. All covenants and agreements of Borrower shall be joint and several. In exercising any rights hereunder or taking any actions provided for herein, Lender may act through its employees, agents or independent contractors as authorized by Lender. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or

define the provisions hereof.

25. **Governing Law and Severability.** This Mortgage shall be governed by the law of the State of Florida. In the event that any provision of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provisions, and to this end, the provisions of this Mortgage and the Note are declared to be severable. In the event that any applicable law limiting the amount of interest or other charges permitted to be collected from Borrower is interpreted so that any charge provided for in this Mortgage or in the Note, whether considered separately or together with other charges levied in connection with this Mortgage and the Note, violates such law, and Borrower is entitled to the benefit of such law, such charge is hereby reduced to the extent necessary to eliminate such violation.

26. **Waiver of Statute of Limitations.** Borrower hereby waives the right to assert any statute of limitations as a bar to the enforcement of the lien of this Mortgage or to any action brought to enforce the Note or any other obligation secured by this Mortgage.

27. **Attorney's Fees.** If this Mortgage is placed in the hands of an attorney for the collection of any sum payable hereunder or the enforcement of any provisions contained herein, Borrower agrees to pay all costs of collection, including reasonable attorneys' fees, including those in all appellate and bankruptcy proceedings incurred by Lender, either with or without the institution of any action or proceeding, and in addition to all costs, disbursements and allowances provided by law. All such costs so incurred shall be deemed to be secured by this Mortgage.

28. **Environmental Hazards.** Borrower covenants and agrees that Borrower shall not: (a) cause or permit the presence, use, generation, manufacture, production, processing, installation, release, discharge, storage (including aboveground and underground storage tanks for petroleum or petroleum products), treatment, handling or disposal of any Hazardous Materials (as defined below) (excluding the safe and lawful use and storage of quantities of Hazardous Materials customarily used in the operation and maintenance of comparable multi-family or commercial properties or for normal household or business purposes) on or under the Property, or in any way affecting the Property or its value, or which may form the basis for any present or future demand, claim or liability relating to contamination, exposure, cleanup or other remediation of the Property; or (b) cause or permit the transportation to, from or across the Property of any Hazardous Material (excluding the safe and lawful use and storage of quantities of Hazardous Materials customarily used in the operation and maintenance of comparable multi-family or commercial properties or for normal household or business purposes); or (c) cause or exacerbate any occurrence or condition on the Property that is or may be in violation of Hazardous Materials Law (as defined below). The matters described in (a), (b) and (c) above are referred to collectively below as "Prohibited Activities or Conditions".

Borrower represents and warrants that it has not at any time caused or permitted any Prohibited Activities or Conditions and to the best of its knowledge, except as set forth in any environmental assessment furnished by Borrower to Lender or previously remediated, no Prohibited Activities or Conditions exist or have existed on or under the Property. Borrower shall take all appropriate steps (including but not limited to appropriate lease provisions) to prevent its employees, agents and contractors, and all tenants and other occupants on the Property, from causing, permitting or exacerbating any Prohibited Activities or Conditions.

If Borrower has disclosed that Prohibited Activities or Conditions exist on the Property, Borrower shall comply in a timely manner with, and cause all employees, agents and contractors of Borrower and any other persons present on the Property to so comply with (1) any program of operation and maintenance ("O&M Program") relating to the Property that is acceptable to Lender with respect to one or more Hazardous Materials (which O&M Program may be set forth in an agreement of Borrower (an "O&M Agreement")) and all other obligations set forth in any O&M Agreement, and (2) all Hazardous Materials Laws. Any O&M Program shall be performed by qualified personnel. All costs and expenses of the O&M Program shall be paid by Borrower, including without limitation Lender's fees and costs incurred in connection with the monitoring and review of

the O&M Program and Borrower's performance thereunder. If Borrower fails to timely commence or diligently continue and complete the O&M Program and comply with any O&M Agreement, then Lender may, at Lender's option, after applicable notice and cure periods, declare all of the sums secured by the Mortgage to be immediately due and payable, and Lender may invoke any remedies permitted by this Mortgage.

Borrower represents that Borrower has not received, and has no knowledge of the issuance of, any claim, citation or notice of any pending or threatened suits, proceedings, orders or governmental inquiries or opinions involving the Property that allege the violation of any Hazardous Materials Law ("Government Actions").

Borrower shall promptly notify Lender in writing of: (i) the occurrence of any Prohibited Activity or Condition on the Property; (ii) Borrower's actual knowledge of the presence on or under any adjoining property of any Hazardous Materials which can reasonably be expected to have a material adverse impact on the Property or the value of the Property, discovery of any occurrence or condition on the Property or any adjoining real property that could cause any restriction on the ownership, occupancy, transferability or use of the Property under Hazardous Materials Law; Borrower shall cooperate with any governmental inquiry and shall comply with any governmental or judicial order which arises from any alleged Prohibited Activities or Conditions; (iii) any Governmental Action; and (iv) any claim made or threatened by any third party against Borrower, Lender or the Property relating to loss or injury resulting from any Hazardous Materials. Any such notice by Borrower shall not relieve Borrower of or result in a waiver of any obligation of Borrower.

Borrower shall pay promptly the costs of any environmental audits, studies or investigations (including but not limited to advice of legal counsel) and the removal of any Hazardous Materials from the Property required by Lender as a condition of its consent to any sale or transfer of all or any part of the Property or any transfer occurring upon a foreclosure or a deed in lieu of foreclosure or any interest therein, or required by Lender following a reasonable determination by Lender that there may be Prohibited Activities or Conditions on or under the Property. After reasonable prior notice to Borrower, Borrower authorizes Lender and its employees, agents and contractors to enter onto the Property for the purpose of conducting such environmental studies, audits and investigations. Any such costs and expenses incurred by Lender (including but not limited to fees and expenses of attorneys and consultants, whether incurred in connection with any judicial or administrative process or otherwise) which Borrower fails to pay promptly shall become immediately due and payable and shall become additional indebtedness secured by the Mortgage.

Borrower shall hold harmless, defend and indemnify Lender and its officers, directors, trustees, employees and agents from and against all proceedings (including but not limited to Government Action), claims, damages, penalties, costs and expenses (including without limitation fees and expenses of attorneys and expert witnesses, investigatory fees and cleanup and remediation expenses, whether or not incurred within the context of the judicial process), arising directly or indirectly from (i) any breach of any representation, warranty or obligation of Borrower contained in this paragraph, or (ii) the presence or alleged presence of Hazardous Materials on or under the Property.

The term "Hazardous Materials" for purposes of this paragraph includes petroleum and petroleum products, flammable explosives, radioactive materials (excluding radioactive material in smoke detectors), polychlorinated biphenyls, lead, asbestos in any form that is or could become friable, hazardous waste, toxic or hazardous substances or other related materials whether in the form of a chemical, element, compound, solution, mixture or otherwise including, but not limited to, those materials defined as "hazardous substances," "extremely hazardous substances," "air pollutants," "toxic pollutants," "hazardous wastes," "extremely hazardous waste," or "restricted hazardous waste" by Hazardous Materials Law or regulated by Hazardous Materials Law in any manner whatsoever.

The term "Hazardous Materials Law" for the purposes of this paragraph means all federal, state and local laws, ordinances and regulations and standards, rules, policies and other binding governmental requirements and any court judgments applicable to Borrower or to the Property relating to industrial hygiene or to

environmental or unsafe conditions or to human health including, but not limited to, those relating to the generation, manufacture, storage, handling, transportation, disposal, release, emission or discharge of Hazardous Materials, those in connection with the construction, fuel supply, power generation and transmission, waste disposal or any other operations or processes relating to the Property, and those relating to the atmosphere, soil, surface and ground water, wetlands, stream sediments and vegetation on, under, in or about the Property.

The representations, warranties, covenants, agreements, indemnities and undertakings of Borrower contained in this paragraph shall be in addition to any and all other obligations and liabilities that Borrower may have to Lender under applicable law.

The representations, warranties, covenants, agreements, indemnities and undertakings of Borrower contained in this paragraph shall continue and survive notwithstanding the satisfaction, discharge, release, assignment, termination, subordination or cancellation of the Mortgage or the payment in full of the principal of and interest on the Note and all other sums payable under the Loan Documents or the foreclosure of the Mortgage or the tender or delivery of a deed in lieu of foreclosure or the release of any portion of the Property from the lien of the Mortgage, except with respect to any Prohibited Activities or Conditions or violation of any of the Hazardous Materials Laws which first commences and occurs after the satisfaction, discharge, release, assignment, termination or cancellation of the Mortgage following the payment in full of the principal of and interest on the Note and all other sums payable under the Loan documents or which first commences or occurs after the actual dispossession from the entire Property of the Borrower and all entities which control, are controlled by, or are under common control with the Borrower (each of the foregoing persons or entities is hereinafter referred to as a "Responsible Party") following foreclosure of the Mortgage or acquisition of the Property by a deed in lieu of foreclosure or a transfer of the Property with the Lender's consent. Nothing in the foregoing sentence shall relieve the Borrower from any liability with respect to any Prohibited Activities or Conditions or violation of Hazardous Materials Laws where such Prohibited Activities or Conditions or violation of Hazardous Material Laws commences or occurs, or is present as a result of, any act or omission by any Responsible Party or by any person or entity acting on behalf of a Responsible Party.

29. **Waiver of Jury Trial.** Borrower (i) covenants and agrees not to elect a trial by jury with respect to any issue arising under any of the Loan Documents triable by a jury and (ii) waives any right to trial by jury to the extent that any such right shall now or hereafter exist. This waiver of right to trial by jury is separately given, knowingly and voluntarily with the benefit of competent legal counsel by the Borrower and this waiver is intended to encompass individually each instance and each issue as to which the right to a jury trial would otherwise accrue. Further, Borrower hereby certifies that no representative or agent of the Lender (including but not limited to Lender's counsel) has represented, expressly or otherwise, to Borrower that Lender will not seek to enforce the provisions of this paragraph.

30. **Non-Recourse.** Notwithstanding anything contained herein or the other Loan Documents to the contrary, payment and performance of the obligations set forth herein and in the other Loan Documents shall be non-recourse to Borrower and its partners and Lender's sole recourse with respect to the Loan shall be the right to foreclose on the collateral securing the Loan Documents.

IN WITNESS WHEREOF, Borrower has executed this Mortgage or has caused the same to be executed by its representatives thereunto duly authorized.

Signed in the presence of two witnesses:

OWNER

Simpson Crossings, Ltd., a Florida limited partnership

Signature

Print Name: _____

Address: _____

By: Simpson Crossings GP, LLC, a Florida limited liability company, its General Partner

By: _____

Name: Francisco Rojo

Title: President

Signature

Print Name: _____

Address: _____

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

THE FOREGOING was acknowledged before me, by means of [] physical presence or [] online notarization, this _____ day of _____, 2025, Francisco Rojo, as President of Simpson Crossings GP, LLC, a Florida limited liability company, the General Partner of Simpson Crossings, Ltd., a Florida limited partnership. He/She is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC

Print Name:

My Commission Expires:

MORTGAGE EXHIBIT "A"

PROPERTY LEGAL DESCRIPTION

PARCEL 1 (FEE SIMPLE):

THE SOUTHERLY 330 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHERLY 330 FEET OF THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 LYING EAST OF BOGGY CREEK ROAD, ALL BEING IN SECTION 8, TOWNSHIP 25 SOUTH, RANGE 30 EAST, OSCEOLA COUNTY, FLORIDA.

LESS AND EXCEPT: BEGINNING AT A POINT, 12.08 FEET NORTH 89 DEGREES 59 MINUTES 50 SECONDS WEST OF THE NORTHWEST CORNER OF TRACT A OF GREENVILLE ESTATES, AS RECORDED IN PLAT BOOK 2, PAGE 159, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, SAID POINT BEING ON THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 530, RUN SOUTH 89 DEGREES 59 MINUTES 50 SECONDS EAST ALONG THE SOUTH LINE OF SECTION 8, TOWNSHIP 25 SOUTH, RANGE 30 EAST, 771.80 FEET; RUN THENCE NORTH 00 DEGREES 00 MINUTES 14 SECONDS EAST, 330 FEET; RUN THENCE NORTH 89 DEGREES 59 MINUTES 50 SECOND WEST, 548.20 FEET TO THE EASTERLY RIGHT OF WAY OF STATE ROAD NO. 530; RUN THENCE SOUTH 34 DEGREES 07 MINUTES 28 SECONDS WEST TO THE POINT OF BEGINNING.

PARCEL 1 ALSO DESCRIBED AS:

A PARCEL OF LAND BEING A PORTION OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 25 SOUTH, RANGE 30 EAST, OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

BEGIN AT THE SOUTH 1/4 CORNER OF SAID SECTION 8; THENCE RUN N00°33'09"E ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 OF SECTION 8, A DISTANCE OF 330.12 FEET; THENCE DEPARTING SAID EAST LINE RUN S89°52'31"W, A DISTANCE OF 886.57 FEET; THENCE RUN S00°02'25"E, A DISTANCE OF 329.77 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF SECTION 8; THENCE RUN N89°53'47"E ALONG SAID SOUTH LINE, A DISTANCE OF 883.16 FEET TO THE POINT OF BEGINNING.

PARCEL 2 (EASEMENT):

TOGETHER WITH THAT CERTAIN NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS CONTAINED IN THAT CERTAIN EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 767, PAGE 2794, AS AMENDED BY NOTICE OF RELOCATION OF EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 1359, PAGE 1852, AMENDED NOTICE OF RELOCATION OF EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 1379, PAGE 635, MEMORANDUM OF AMENDED AND RESTATED EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 6811, PAGE 1811, AND AMENDED AND RESTATED EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

LESS AND EXCEPT ANY PORTION THEREOF PURSUANT TO THAT CERTAIN STIPULATED ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 6416, PAGE 1260, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

EXHIBIT “E”

DECLARATION OF RESTRICTIVE COVENANT AND RESTRICTIONS

This **DECLARATION OF RESTRICTIVE COVENANT AND RESTRICTIONS** is made this ____ day of _____, 2026, by **Simpson Crossings, Ltd.**, a Florida limited partnership, with a principal address of 3050 Biscayne Boulevard, Suite 300, Miami, Florida 33137 (hereinafter referred to as “Owner”), in favor of the **City of Kissimmee**, a Florida municipal corporation (hereinafter referred to as “City”).

WHEREAS, City, as a member of the Osceola HOME Consortium, has available HOME funds to construct multifamily rental units for the purpose of providing decent, safe, and affordable housing; and

WHEREAS, Owner is the fee simple owner of property generally located at 2680 – 2689 Magnolia Creek Circle, Kissimmee, FL, 34744, more particularly described as follows:

See Exhibit “A”

(hereinafter the “Property”); and,

WHEREAS, the Owner has designated five (5) units on the Property as “HOME-assisted” units (the “HOME-Assisted Units”); and

WHEREAS, the City and Owner entered into a HOME Program Agreement wherein federal HOME Investment Partnership Program funds have been provided for construction of the Property and pursuant to federal regulations, 24 CFR §92.252 requires that certain affordability requirements be met for a certain period of time on the HOME-Assisted Units.

WHEREAS, Owner and City wish to ensure that the HOME-Assisted Units continue to be maintained as affordable housing for rent to Very Low and Sixty Percent Income families, as applicable, at Affordable rents for a period of twenty (20) years, from the date of Project Completion, regardless of any subsequent changes in ownership of the Property.

NOW, THEREFORE, Owner declares that said Property shall be held, transferred, encumbered, used, sold, conveyed, and occupied, subject to the covenants hereinafter set forth expressly and exclusively for the use and benefit of said Property and of each and every person or entity who now or in the future owns any portion or portions of the Property.

1. **RESTRICTION OF USE TO AFFORDABLE HOUSING.** The five (5) HOME-Assisted Units shall be

deemed floating units providing Owner with the flexibility to designate different units at the Property at different times as HOME-Assisted Units, which HOME-Assisted Units must be rented and occupied and are restricted as follows: one (1) unit shall be rented and occupied by Very Low Income (50%) persons or families at or below LOW Home rents, and four (4) units shall be rented and occupied by Sixty Percent (60%) persons or families at or below HIGH Home rents, all as from time to time defined by HUD, or any successor entity, at such maximum rental rates determined by HUD. Notwithstanding the foregoing, if the annual income of a tenant which was qualified as a Very Low Income person or family or a Sixty Percent person or family shall be determined upon reexamination to exceed the applicable income limit, the unit shall continue to be counted as occupied by a Very Low Income or Sixty Percent person or family, as applicable during such tenant's continued occupancy of the unit, and Owner shall not be considered out of compliance with this Declaration of Restrictive Covenant and Restrictions provided Owner shall rent the next available unit to a Very Low Income or Sixty Percent person or family, as applicable. The Property must at all times meet the property standards set forth in 24 CFR §92.251 and meet the accessibility requirements contained in 24 CFR Part 8, and all applicable local codes, or such successive regulations which may be adopted by HUD. The HOME Program Agreement executed by and between Simpson Crossings, Ltd. and the City of Kissimmee dated _____, 2026, on file with the City Clerk's Office contains additional requirements and restrictions and is hereby incorporated herein by reference and made a part hereof, including the terms and definitions contained therein. All terms not defined herein shall have the meaning described to said terms in the HOME Program Agreement.

2. **BINDING NATURE OF COVENANTS.** These covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date of Project Completion (the "Affordability Period") as that term is defined in 24 CFR Part 92 and the HOME Program Agreement between Owner and the City and shall become null and void at the end of the Affordability Period.

3. **ENFORCEMENT OF DECLARATION OF RESTRICTIVE COVENANT.** Enforcement of the foregoing restrictive covenant shall be by proceedings at law or in equity against any person or persons violating or attempting to violate such covenant to restrain violation. Such action may be brought by the City of Kissimmee, or by the United States Department of Housing and Urban Development.

4. **ATTORNEYS' FEES.** Any person who successfully brings an action for enforcement of this Restrictive Covenant shall be entitled to recover reasonable attorneys' fees and costs for such action, including any successful appellate proceedings, from the then owner of the affected portion or portions of the Property.

IN WITNESS WHEREOF, Owner has executed this Declaration of Covenants and Restrictions, the day and year first above written.

Signed in the presence of two witnesses:

OWNER

Simpson Crossings, Ltd., a Florida limited partnership

By: Simpson Crossings GP, LLC, a Florida limited liability company, its General Partner

By: _____

Name: Francisco Rojo

Title: President

Signature

Print Name: _____

Address: _____

Signature

Print Name: _____

Address: _____

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

THE FOREGOING was acknowledged before me, by means of [] physical presence or [] online notarization, this _____ day of _____, 2025, by Francisco Rojo, as President of Simpson Crossings GP, LLC, a Florida limited liability company, the General Partner of Simpson Crossings, Ltd., a Florida limited partnership. He/She is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC

Print Name: _____

My Commission Expires: _____

DECLARATION OF RESTRICTIVE COVENANT AND RESTRICTIONS

EXHIBIT "A"

PROPERTY LEGAL DESCRIPTION

PARCEL 1 (FEE SIMPLE):

THE SOUTHERLY 330 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHERLY 330 FEET OF THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 LYING EAST OF BOGGY CREEK ROAD, ALL BEING IN SECTION 8, TOWNSHIP 25 SOUTH, RANGE 30 EAST, OSCEOLA COUNTY, FLORIDA.

LESS AND EXCEPT: BEGINNING AT A POINT, 12.08 FEET NORTH 89 DEGREES 59 MINUTES 50 SECONDS WEST OF THE NORTHWEST CORNER OF TRACT A OF GREENVILLE ESTATES, AS RECORDED IN PLAT BOOK 2, PAGE 159, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, SAID POINT BEING ON THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 530, RUN SOUTH 89 DEGREES 59 MINUTES 50 SECONDS EAST ALONG THE SOUTH LINE OF SECTION 8, TOWNSHIP 25 SOUTH, RANGE 30 EAST, 771.80 FEET; RUN THENCE NORTH 00 DEGREES 00 MINUTES 14 SECONDS EAST, 330 FEET; RUN THENCE NORTH 89 DEGREES 59 MINUTES 50 SECOND WEST, 548.20 FEET TO THE EASTERLY RIGHT OF WAY OF STATE ROAD NO. 530; RUN THENCE SOUTH 34 DEGREES 07 MINUTES 28 SECONDS WEST TO THE POINT OF BEGINNING.

PARCEL 1 ALSO DESCRIBED AS:

A PARCEL OF LAND BEING A PORTION OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 25 SOUTH, RANGE 30 EAST, OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

BEGIN AT THE SOUTH 1/4 CORNER OF SAID SECTION 8; THENCE RUN N00°33'09"E ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 OF SECTION 8, A DISTANCE OF 330.12 FEET; THENCE DEPARTING SAID EAST LINE RUN S89°52'31"W, A DISTANCE OF 886.57 FEET; THENCE RUN S00°02'25"E, A DISTANCE OF 329.77 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF SECTION 8; THENCE RUN N89°53'47"E ALONG SAID SOUTH LINE, A DISTANCE OF 883.16 FEET TO THE POINT OF BEGINNING.

EXHIBIT “F”

BUDGET

TASKS TO BE PERFORMED – New construction of a one hundred and eighteen (118) unit rental development for households with an income not to exceed 70% of the area median income, of which five (5) HOME units are to be set aside as HOME assisted units.

Project shall commence within one (1) year of the execution of this Agreement. At least 60% shall be completed by October 31, 2027 and the construction of all of the units must be completed by December 31, 2028. The project final completion date shall be March 31, 2029.

USES OF FUNDS:

Description of Work	Project Costs	HOME funds allocated
Site Work: Earth/Erosion Control	\$213,680	\$60,000
Site Work: Water/Sewer/Storm Utilities	\$1,930,827	\$150,000
Concrete Foundations/Floor slabs	\$467,725	\$100,000
Rough Building Framing	\$1,974,603	\$150,000
TOTAL	\$4,586,835	\$460,000

EXHIBIT "G"

REQUEST FOR PARTIAL PAYMENT

TO: City of Kissimmee

FROM: Simpson Crossings, Ltd., a Florida limited partnership

PROJECT LOCATION: 2680 – 2689 Magnolia Creek Circle, Kissimmee, FL, 34744

AMOUNT FUNDED: \$460,000

REQUESTED AMOUNT: _____

I certify that _____% of the construction work on the above referenced Project has been completed according to the HOME Agreement between the above and the City of Kissimmee.

Said work consists of:

Therefore, I request that the City of Kissimmee pay a partial/full payment in the amount of \$_____.

Authorized Signature

Date

EXHIBIT "H"

CONTRACTOR'S INVOICE, PARTIAL RELEASE OF LIENS, AND WARRANTY

PROPERTY: Simpson Crossings Apartments

CONTRACTOR: _____

CONTRACT DATED: _____

TOTAL CONTRACT AMOUNT: \$ _____

ADDENDUM DATED: _____

As a partial invoice, the undersigned hereby certifies that there is due and payable by the Owner to the Contractor under the above Contract the balance or sum of \$_____.

The undersigned further certifies that all work required under this contract has been performed in accordance with the terms thereof, and that there are no unpaid claims for materials, supplies, or equipment, no unpaid claims of sub-contractors, and no claims of laborers or mechanics for unpaid wages arising out of the performance of this contract.

That in consideration of the payment of the amount stated in Paragraph 1 hereof, the undersigned does release the Owner from any and all claims arising under or by virtue of this contract; provided, however, that if for any reason the Owner does not pay in full the amount stated in Paragraph 1 thereof said deduction shall not affect the validity of this release.

=====

This Release is conditioned upon payment of check issued on the account of _____ in the amount of \$ _____; otherwise, this Release of Lien is VOID.

Dated this _____ day of _____, 202__.

Company Name

(Signature)

(Print Name/Title)

EXHIBIT "I"

CONTRACTOR'S FINAL PAYMENT AFFIDAVIT AND WAIVER AND FINAL RELEASE OF LIEN

STATE OF FLORIDA

COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared _____ (hereafter "Affiant") who after being duly sworn deposes and says of his or her personal knowledge the following:

1. Affiant is the _____ of _____ which does business in the _____ (title) (Name of Contractor's Business) State of Florida, hereinafter called the "Contractor."

2. Contractor, pursuant to a contract with _____, (Owner or its authorized agent), hereinafter referred to as the Owner, has furnished or caused to be furnished labor, material, and services for the construction of certain improvements to Real Property as more particularly set forth in said contract(s).

3. This Affidavit is executed by Contractor in accordance with §713.06(3)(d) of the Florida Statutes for the purpose of obtaining a final payment from the Owner in the amount of \$_____.

4. All work to be performed under the contract has been fully completed, and all lienors under the direct contract have been paid in full, except the following listed lienors:

NAME OF LIENOR	AMOUNT DUE
1.	
2.	
3.	
4.	
5.	

5. In consideration of final payment to the Contractor in the amount of \$_____, and all other previous payments paid by the Owner to the Contractor, the undersigned hereby for and on behalf of Contractor, waives and releases its lien and right to claim of lien for labor, services, or materials furnished to the Owner.

6. Affiant is fully authorized to execute a full and final release of lien for Contractor.

Signed, sealed, and delivered this _____ day of _____, 20_____.

NAME OF CONTRACTOR'S BUSINESS

By: _____
NAME OF AFFIANT, TITLE

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 20_____, by _____, who is personally known to me or produced _____ as identification and who did take an oath.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

EXHIBIT “J”

TENANT QUALIFICATION PACKET

The Tenant Qualification packet must include the following:

- City Assistance Application
- Client Tax Returns, if applicable
- Income verification
- Third party verification, if available
- 2 months of recent paystubs
- Alternatives sources of income
- Social Security
- Social Security Income
- Unemployment
- Child Support
- Alimony
- Asset verification
- Bank Statements (for checking accounts – provide most recent 6 months and for savings accounts – provide most current statement)
- 401k/retirement/investment

ANNUAL INCOME AS DEFINED IN 24 CFR PART 5

The Part 5 definition of annual income is the gross amount of income of all adult household members that is anticipated to be received during the coming 12- month period.

For additional guidance, refer to the “Technical Guide for Determining Income and Allowances for the HOME Program”, Third Edition, January 2005.

EXHIBIT "K"**FLORIDA HOUSING FINANCE CORPORATION
TENANT INCOME CERTIFICATION**

Enter Full Date (mm/dd/yyyy)

Effective Date: _____

Move-in Date: _____

☐

Initial Certification

☐

Recertification

☐

Other _____

Indicates Type

PART I - DEVELOPMENT DATA

Key Number _____ Development BIN # _____ County _____
 Unit ID: _____ Address _____ City _____

PART II - HOUSEHOLD COMPOSITION

HH Mbr #	Last Name	First Name & Middle Initial	Relationship to Head of Household	Date of Birth (mm/dd/yyyy)	Age as of Effective Date	Full Time Student (Y or N)
1			H - Head			
2						
3						
4						
5						
6						
7						
8						
9						

PART III - GROSS ANNUAL ANTICIPATED HOUSEHOLD INCOME (USE ANNUALIZED AMOUNTS)

HH Mbr #	(A) Employment or Wages	(B) Social Security/ Pensions	(C) Public Assistance	(D) Other Income	If Other, Indicate Type	

Calculate sum of (A) through (D), above

(E) TOTAL ANTICIPATED INCOME:

\$ -

PART IV - CASH VALUE OF ASSETS AND ANNUALIZED ANTICIPATED HOUSEHOLD INCOME FROM ASSETS

HH Mbr #	(F) C / I	(G) Checking	(H) Savings	(I) CD	(J) Other	If Other, Indicate Type	(K) Asset Income

(L) TOTAL CASH VALUE: Calculate sum of (G) through (J) above:

\$ -

(M) Total Anticipated Actual Asset Income:

(N) Enter Item (L) amount if

total exceeds \$5,000:

\$ -

X Passbook Rate

0.45%

= (O) Imputed Income:

\$ -

(P) TOTAL INCOME FROM ASSETS: Enter the greater of Item (M) or Item (O)

\$ -

PART V - (Q) TOTAL HOUSEHOLD INCOME FROM ALL SOURCES - Add (E) + (P)

\$ -

HOUSEHOLD CERTIFICATION AND SIGNATURES

The information on the form will be used to determine maximum income eligibility. I/we have provided for each person(s) set forth in Part II acceptable verification of current anticipated gross annual income. I/we agree to notify the landlord immediately upon any member of the household moving out of the unit or any new member moving in. I/we agree to notify the landlord immediately upon any member becoming a full time student.

Signature	(Date)	Signature	(Date)
Signature	(Date)	Signature	(Date)

PART VI - STUDENT STATUS																																							
Is every household member a full-time student? <i>(refer to Part II)</i>		Student Explanation 1 TANF assistance 2 Job training program 3 Single parent / dependent child 4 Married / joint return 5 Former foster child in transition to independence																																					
Yes No 3 If YES, enter Student Explanation number 5																																							
PART VII - PROGRAM NAME		PART VIII - DETERMINATION OF INCOME ELIGIBILITY																																					
Indicate AMI category served by household for set-aside requirement of each Florida Housing program <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;"></th> <th style="width: 10%; text-align: center;">AMI Category</th> <th style="width: 10%; text-align: center;">CAP **</th> <th style="width: 40%;"></th> </tr> </thead> <tbody> <tr> <td>MMRB</td> <td style="text-align: center;">%</td> <td style="text-align: center;">_____</td> <td>** Upon</td> </tr> <tr> <td>SAIL household</td> <td style="text-align: center;">%</td> <td style="text-align: center;">_____</td> <td>recertification the</td> </tr> <tr> <td>Housing Credit</td> <td style="text-align: center;">%</td> <td style="text-align: center;">_____</td> <td>exceeded the</td> </tr> <tr> <td>HOME</td> <td style="text-align: center;">%</td> <td style="text-align: center;">_____</td> <td>income cap</td> </tr> <tr> <td>AHL</td> <td style="text-align: center;">%</td> <td style="text-align: center;">_____</td> <td>according to</td> </tr> <tr> <td>HUD Risk Sharing</td> <td style="text-align: center;">%</td> <td style="text-align: center;">_____</td> <td>program(s)</td> </tr> <tr> <td>SHIP</td> <td style="text-align: center;">%</td> <td style="text-align: center;">_____</td> <td>eligibility</td> </tr> <tr> <td></td> <td style="text-align: center;">%</td> <td style="text-align: center;">_____</td> <td>requirements.</td> </tr> </tbody> </table>			AMI Category	CAP **		MMRB	%	_____	** Upon	SAIL household	%	_____	recertification the	Housing Credit	%	_____	exceeded the	HOME	%	_____	income cap	AHL	%	_____	according to	HUD Risk Sharing	%	_____	program(s)	SHIP	%	_____	eligibility		%	_____	requirements.	Current total household income \$ <i>(refer to Part V)</i> Most restrictive AMI category met by household <i>(refer to Part VII)</i> AMI % Current Income Limit \$ Recertification only Household size at move in _____ Total household income at move in \$ Current Income Limit x 140% \$ Household income exceeds 140% at Recertification: Yes No	
	AMI Category	CAP **																																					
MMRB	%	_____	** Upon																																				
SAIL household	%	_____	recertification the																																				
Housing Credit	%	_____	exceeded the																																				
HOME	%	_____	income cap																																				
AHL	%	_____	according to																																				
HUD Risk Sharing	%	_____	program(s)																																				
SHIP	%	_____	eligibility																																				
	%	_____	requirements.																																				
PART IX - RENT																																							
Rental Assistance \$ If Section 8, indicate assistance type: <u>Tenant Based</u> <u>Project Based</u> <u>Utility Reimbursement</u> \$ <u>Tenant-Paid Rent</u> <i>(include non-optional charges)</i> \$ <u>Utility Allowance</u> \$ TOTAL TENANT PAYMENT <i>(Tenant paid rent plus utility allowance)</i> \$		Unit meets ELI / Housing Credit / HUD Risk Sharing rent restriction at AMI Category _____ % Unit meets HOME Program rent restriction at _____ Number of bedrooms in this unit _____ Current rent limit for this unit \$ <i>(Refer to applicable schedule of maximum allowable rents)</i> Rent Concession - throughout current lease Total Amount \$ Lease Term _____ <i>(in months)</i>																																					
PART X - CATEGORICAL OR PUBLIC PURPOSE SET ASIDE OR TARGETING REQUIREMENT TYPES																																							
SPND (Indicate with X to select ALL set asides or targets that apply to this household) <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">Link _____</td> <td style="width: 33%;">Referral Agency Number _____</td> <td style="width: 34%;">Workforce Housing</td> </tr> <tr> <td>Commercial fishing worker _____</td> <td>Elderly _____</td> <td>Family (SAIL only)</td> </tr> <tr> <td>Farmworker _____</td> <td>Homeless _____</td> <td>Veteran</td> </tr> <tr> <td>Developmentally Disabled _____</td> <td>Special Needs _____</td> <td>Number of BR's (MMRB PPC only)</td> </tr> </table>				Link _____	Referral Agency Number _____	Workforce Housing	Commercial fishing worker _____	Elderly _____	Family (SAIL only)	Farmworker _____	Homeless _____	Veteran	Developmentally Disabled _____	Special Needs _____	Number of BR's (MMRB PPC only)																								
Link _____	Referral Agency Number _____	Workforce Housing																																					
Commercial fishing worker _____	Elderly _____	Family (SAIL only)																																					
Farmworker _____	Homeless _____	Veteran																																					
Developmentally Disabled _____	Special Needs _____	Number of BR's (MMRB PPC only)																																					
SIGNATURE OF OWNER REPRESENTATIVE																																							

Based on the representations herein and upon the proofs and documentation required to be submitted, the individual(s) named in Part II of this Tenant Income Certification is/are eligible under the provisions of the program(s) indicated in Part VII, and the Extended Use Agreement and/or Land Use Restriction Agreement (if applicable), to live in a unit in this Development.

Signature: _____ Date: _____

Printed Name: _____

Title: _____

(Added graphics)

PART XI - STATISTICAL DATA

Note: Information in this Part XI is gathered for statistical use only. No resident is required to give such information unless they desire to do so.

Refusal to provide information in this Part will not affect any rights the household has as residents. There is no penalty for households that do not complete the form.

For Office Use: Household elected not to participate.

New Households

Prior Housing Information

(Answer for household head)

Monthly rent payment

Monthly house payment

ZIP Code

All Households

Current Employment

(Answer for household head)

Occupation

ZIP Code

Primary Transportation Mode

(Answer for household head)

Motor vehicle

Public transportation

Other

Additional Household Information

A member of the household:

(Check all that Apply)

Receives Medicare benefits

Receives Medicaid benefits

Is a Person With a Disability *

Racial Categories* (Select All That Apply)	Total Number of Household Members Per Category	Total Number of Hispanic or Latino Household Members
American Indian or Alaska Native		
Asian		
Black or African American		
Native Hawaiian or Other Pacific Islander		
White		
American Indian or Alaska Native <i>and</i> White		
Asian <i>and</i> White		
Black or African American <i>and</i> White		
American Indian or Alaska Native <i>and</i> Black or African American		
Asian <i>and</i> Black or African American		
Other mutiple race combination		
TOTALS		

*** Definitions**

Person With a Disability

A person who has a mental or physical impairment that substantially limits one or more of such person's * Major Life Activities; has a record of such impairment; or is regarded as having such an impairment.

Major Life Activities

Functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, sitting, standing, lifting, reaching, thinking, concentrating, reading, interacting with others, learning, sleeping and working.

Hispanic or Latino

A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. The term "Spanish origin" can be used in addition to "Hispanic" or "Latino."

Not-Hispanic or Latino

A person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

American Indian
or Alaska Native

A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.

Asian

A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

Black or African American

A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" or "Negro" can be used in addition to "Black" or "African American."

Native Hawaiian
or Other Pacific Islander

A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

White

A person having origins in any of the original peoples of Europe, the Middle East or North Africa.

EXHIBIT "L"

CERTIFICATION OF GOVERNMENTAL ASSISTANCE*

PROJECT NAME: **SIMPSON CROSSINGS**

I, _____, Owner _____ or Owner's Representative _____
hereby certify the following:

1. _____ The following governmental assistance has been or is to be provided to the
Project:

_____ (Amount)	_____ (Source)
-------------------	-------------------

_____ (Amount)	_____ (Source)
-------------------	-------------------

_____ (Amount)	_____ (Source)
-------------------	-------------------

OR

2. _____ No governmental assistance has been provided at the time of application
for HOME funding nor is any government assistance anticipated in the future.

I also certify that should other governmental assistance be sought in the future, the City of
Kissimmee will be notified within 15 days of application for other government assistance.

(Signature)

(Date)

*Governmental assistance includes any loan, grant, (including Community Development Block Grant), guarantee, insurance, payment, rebate, subsidy, credit, tax benefit, or any other form of direct or indirect assistance from the federal, state or local government for use in, or in connection with, a specific housing project.

EXHIBIT “M”

OSCEOLA HOME CONSORTIUM AFFIRMATIVE FAIR HOUSING MARKETING PLAN POLICY AND PROCEDURES

I. INTRODUCTION

This Affirmative Fair Housing Marketing Plan (“Marketing Plan”) is developed for use with the HOME Investment Partnership (“HOME”) Program and HOME-funded projects in accordance with the HOME Program regulations, including but not limited to 24 CFR 92.351, of the U.S. Department of Housing and Urban Development (“HUD”) regulations. The HOME Program has established procedures to affirmatively market all projects resulting in five (5) or more HOME-assisted housing units. The Plan is based on the commitment of the Osceola HOME Consortium (“the Consortium”), Consortium members, and the owners of HOME assisted development projects to affirmatively further Fair Housing (“owners”). It states the Consortium’s policy to affirmatively market the distribution of its annual HOME allocation and housing units acquired, constructed or rehabilitated under the HOME Program and describes the procedures to follow.

The Consortium has the responsibility to inform the public about the Federal Fair Housing laws, to solicit eligible persons without regard to race, color, religion, sex, national origin, familial status, or disability into the affordable housing market and to evaluate the effectiveness of these marketing efforts. If the written agreement with the project owner permits the rental housing project to limit tenant eligibility or to have a tenant preference in accordance with §92.253(d)(3), the affirmative marketing procedures and requirements must apply in the context of the limited/preferred tenant eligibility for the project.

Citizens, public agencies, and other interested parties may review information and records relating to the Affirmative Fair Housing Marketing Plan. The Marketing Plan is posted on the Osceola County Human Services Department website and on the City of Kissimmee Development Services Department website.

II. METHODS TO DISSEMINATE AFFIRMATIVE FAIR HOUSING MARKETING REQUIREMENTS

The Consortium will use the following methods to inform the public, potential tenants, potential homeowners, potential and existing for-profit Owners, and potential and existing non-profit Owners, and local units of government about Federal Fair Housing laws and Affirmative Fair Housing Marketing Plan and Procedures.

A. The Osceola HOME Consortium members shall be responsible for implementing the Marketing Plan and evaluating its effectiveness as required by the HOME Program.

B. The Consortium shall inform the community about its Affirmative Marketing Plan through periodic updates at public forums, Fair Housing meetings as well as training workshops with its HOME and CHDO grantees or other similar forums.

C. At the time of HOME funding for rental housing development, the Consortium will provide the Owner of the HOME assisted project with copies of fair housing brochures. The Grantee shall provide initial tenants and rental property owners with copies of these brochures.

D. The Consortium will continue to provide general information and telephone reference numbers

to persons contacting the Osceola County Human Services Department and/ or the City of Kissimmee Housing and Community Development Division with questions regarding Affirmative Marketing and Federal Fair Housing laws.

III. CONSORTIUM AFFIRMATIVE FAIR HOUSING MARKETING REQUIREMENTS

The Consortium will, at least annually, adhere to the following, or similar, Marketing Plan policies regarding announcement of availability of HOME funds:

- A. Post a notice of HOME funding availability on the City's and County's websites.
- B. Advertise in the Orlando Sentinel and/or Osceola News Gazette and other neighborhood/local newspapers (if available).
- C. Establish and maintain a database of potentially qualified for-profit and non-profit Owners and direct mail invitations to apply for funding.

IV. CONSORTIUM REQUIRED AFFIRMATIVE FAIR HOUSING MARKETING RECORD KEEPING

In order to verify that the Consortium is following Marketing Plan requirements the following record keeping procedures will be required:

- A. The Consortium will maintain records of how HOME funding availability was advertised (copies of advertisements, e-mails, etc.).
- B. Copies will be maintained of all training materials and meeting agendas where the Consortium's Affirmative Marketing Policy was discussed.

V. AFFIRMATIVE FAIR HOUSING MARKETING REQUIREMENTS FOR OWNERS OF HOME ASSISTED DEVELOPMENT PROJECTS

Each Owner of a HOME assisted development project must adhere to the following Affirmative Fair Housing Marketing Plan policies when HOME assisted housing units become available for rent or purchase:

- A. Incorporate an Equal Housing Opportunity statement or logo in any correspondence associated with rental or home ownership opportunities developed with the use of Consortium HOME funds.
- B. All marketing of HOME-assisted housing will be jurisdiction-wide and all advertising will be placed in sources of wide circulation. All ads must contain an Equal Housing Opportunity statement or logo in conformance with HUD's Fair Housing Advertising policies and guidelines.
- C. Media sources should include advertisement to a particular audience (e.g., newspaper or radio stations that serve protected classes).
- D. All advertisements, brochures, and other written materials should be published in at least English and Spanish, in order to reach non-English speaking audiences and displayed.
- E. Contact should be made with organizations whose membership or clientele consists primarily of protected class members.

F. The project owner must display the Equal Opportunity logo and Fair Housing poster (HUD 928.1) in an area accessible to the public (e.g., rental office).

G. The Affirmative Fair Housing Marketing Plan must be made available for public inspection in the on-site project office and/or management office from which these units are administered.

H. The telephone number(s) of the telecommunication devices for the deaf (TDDs or TTY) must appear on all correspondence and outreach materials.

VI. AFFIRMATIVE MARKETING RECORD KEEPING REQUIREMENTS FOR OWNERS OF HOME ASSISTED PROJECTS

In order to verify that Owners of HOME assisted projects are following the Marketing Plan, the Consortium requires the following record keeping procedures will be required:

- A. Owner maintains records of how vacancies were advertised (copies of advertisements, etc.).
- B. Copies of all brochures, leaflets, and letters to community contacts shall be maintained in an easily accessible file.
- C. Owner shall have a written policy that outlines how all applications will be reviewed and processed. Records should show how all completed and filed applications were processed including whether an applicant was accepted or unaccepted and why an applicant was not accepted.
- D. Maintenance of information on the race, sex, ethnicity, and whether the applicant is disabled for all applicants, home buyers, and tenants. The Consortium will have the Owner submit this information on at least an annual basis to coincide with the Consortium's submission of its Consolidated Annual Performance and Evaluation Report ("CAPER").
- E. To facilitate collection and reporting of the required data, the Grantee shall fill out and maintain form HUD-935.2 *Affirmative Fair Housing Marketing Plan*.

This information will be gathered when an application is taken for either a tenant or a home buyer and information will be maintained during the entire affordability period.

VII. CONSORTIUM ASSESSMENT OF ITS AFFIRMATIVE MARKETING EFFORTS

The following actions will be taken by the Consortium to evaluate the success of its affirmative fair housing marketing efforts and that of its Owners:

- A. The Consortium will assess the results of its Affirmative Fair Housing Marketing Plan annually with a summary of "good faith efforts" taken by the Consortium in the CAPER.
- B. The Consortium will compare assessment information and evaluate the degree to which statutory and policy objectives were met. If the required steps were taken, the Consortium will determine that good faith efforts have, in fact, been made.
- C. To determine results, the Consortium may examine whether specific groups in the Consortium's service area applied for or became tenants or owners of HOME funded units

that were affirmatively marketed. If the Consortium finds that specific groups are represented, particularly Hispanics, African Americans, Asians, American Indians, persons with disabilities, and women, the Consortium will assume that the Marketing Plan procedures were effective. If one or more groups are not represented within the context of existing neighborhood composition, the Consortium will review its procedures to determine what changes, if any, might be made to make the affirmative marketing efforts more effective.

- D. The Consortium will take corrective action if it is determined that an Owner of the HOME assisted project has failed to carry out affirmative marketing efforts as required. If an Owner continues to neglect responsibilities made incumbent by the terms of the HOME Agreement, the Consortium will consider taking one or both of the following actions: 1. Declare the Owner disqualified from any further assistance made available under the HOME Program. 2. Notify the Owner of the HOME assisted project that was in violation of the terms of the HOME Agreement and the Consortium may exercise its right to require immediate repayment of the HOME funding.
- E. The Consortium will not proceed with corrective action without allowing time and effort by staff to counsel the Owner of the HOME assisted project in accordance with the terms of the HOME Agreement.

EXHIBIT "N"
QUARTERLY/FINAL REPORT

A. Project Information

Agency: Simpson Crossings, Ltd., a Florida limited partnership

Project Title: Simpson Crossings Apartments

Project Start Up Date: _____

Estimated Project Completion Date: _____

B. Project Financial Summary

%

	Amount	Funds Invoiced to Date	Percentage (%)
Other Funding			
HOME Funding			
Total Funding			

Percentage of Project Completed to Date: _____% (Monthly ____ Final ____)

C. Comments (Please answer all questions)

1. Describe specific tasks completed this month.

2. Describe any unforeseen obstacles that have come up this month that will prevent you from carrying out the project as agreed.

EXHIBIT "O"

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grant and contracts under grants, and cooperative agreements) and that Owner shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed 31 U.S.C. §1352. Any person who fails to file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

OWNER

Simpson Crossings, Ltd., a Florida limited partnership

By: Simpson Crossings GP, LLC, a Florida limited liability company, its General Partner

By: _____

Name: Francisco Rojo

Title: President

EXHIBIT “P”

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.

_____ does not use coercion for labor or services as Contractor’s
Legal Company Name
defined in Section 787.06, F.S.

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:

Title of Contractor’s Authorized Representative:

Signature of Contractor’s Authorized Representative:

Date:

**This Instrument Prepared by and
When Recorded Return to:**

Holland & Knight LLP
1180 West Peachtree Street, NW
Suite 1800
Atlanta, GA 30309
Attention: Drew Gandy

**SUBORDINATION
AGREEMENT**

This Subordination Agreement (this “**Agreement**”) is made and executed as of January __, 2026, by **CITY OF KISSIMMEE**, a Florida municipal corporation (“**Subordinate Lender**”), for the benefit of **TRUIST BANK** (“**Senior Lender**”); and acknowledged and agreed to by **SIMPSON CROSSINGS, LTD.**, a Florida limited partnership (“**Borrower**”).

WITNESSETH:

A. Borrower is constructing a 118-unit family housing development on the real property described in the attached **Exhibit A** (the real estate and improvements thereon shall be collectively referred to as the “**Property**”); and

B. Subordinate Lender is making a loan (the “**Subordinate Loan**”) to Borrower. The Subordinate Loan is evidenced by a Promissory Note in the principal amount of \$460,000 (the “**Subordinate Note**”) and secured by *inter alia* a Mortgage (the “**Subordinate Security Instrument**”) from Borrower to Subordinate Lender, conveying the Property as collateral for the Subordinate Loan. The Subordinate Note, the Subordinate Security Instrument, and all other documents or instruments relating to or evidencing the Subordinate Loan are collectively referred to as the “Subordinate Loan Documents.” The obligations created under and pursuant to the Subordinate Loan Documents are herein referred to collectively as the “Subordinate Obligations”; and

C. Senior Lender has made a construction loan (the “**Senior Loan**”) to Borrower, the proceeds of which will be disbursed pursuant to a Construction Loan Agreement (the “**Senior Loan Agreement**”). The Senior Loan is evidenced by a Promissory Note in the principal amount of \$26,900,000 dated of even date herewith (the “**Senior Note**”) and secured by *inter alia* a Mortgage, Assignment of Rents, Security Agreement and Fixture Filing (the “**Senior Security Instrument**”) from Borrower to Senior Lender, conveying the Property as collateral for the Senior Loan. The Senior Loan Agreement, the Senior Note, the Senior Security Instrument, and all other documents or instruments relating to or evidencing the Senior Loan, and any amendment, modification, restatement, replacement, extension or renewal of any of them, are herein collectively referred to as the “Senior Loan Documents.” The obligations created under and pursuant to the Senior Loan

Truist / Simpson Crossings
Subordination Agreement (Seller Loan)
529132099

Documents are herein referred to collectively as the “*Senior Obligations*”; and

D. As a condition under the Senior Loan Documents, Senior Lender has required that Subordinate Lender subordinate the Subordinate Loan, Subordinate Obligations and Subordinate Loan Documents in all respects to the Senior Loan, Senior Obligations and Senior Loan Documents in the manner set forth herein. It was and continues to be of substantial benefit to Subordinate Lender and to Borrower for Senior Lender to disburse the Senior Loan proceeds, and Subordinate Lender is willing to subordinate the Subordinate Loan Documents and the Subordinate Loan on the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements set forth herein and for other good and valuable consideration, the mutuality, receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. Recitals Incorporated. The recitals set forth hereinabove are incorporated herein by reference to the same extent and with the same force and effect as if fully set forth hereinbelow, provided, however, that such recitals shall not be deemed to modify the express provisions hereinafter set forth.

2. Subordination. Subordinate Lender does hereby subordinate (a) the Subordinate Security Instrument and the Land Use Restriction Agreement, (b) all of the Subordinate Obligations, and (c) all of its right, title, lien, and interest in and to the Property and the rents, issues, and profits therefrom, to (i) the Senior Security Instrument, (ii) all of the Senior Obligations, and (iii) all of the right, title, lien and interest held by Senior Lender, or its successors and assigns (including, without limitation, all subsequent holders of the Senior Note and the Senior Security Instrument), in and to the Property and the rents, issues, and profits therefrom, under and pursuant to the Senior Loan Documents. From and after the date hereof, all of the documents, indebtednesses, right, title, lien, and interest described in clauses (a), (b) and (c) hereinabove shall be subject and subordinate to all of the documents, indebtednesses, right, title, lien, and interest described in clauses (i), (ii) and (iii) hereinabove. The priorities herein specified are applicable irrespective of the time of creation of the Senior Obligations or the Subordinate Obligations. Subordinate Lender does hereby agree that, notwithstanding anything provided in the Subordinate Loan Documents to the contrary, so long as the Senior Obligations remain outstanding, unless Senior Lender shall consent in writing: (A) all of the Senior Obligations shall be paid and satisfied in full before any payment is made on account of the Subordinate Obligations; and (B) no prepayment of the Subordinate Obligations shall be made. Notwithstanding the foregoing, until such time as Subordinate Lender shall have received written notice from Senior Lender of a default under the Senior Loan Documents, Subordinate Lender may receive and collect any regularly scheduled payments of principal or interest or other amounts then due under the Subordinate Loan Documents and apply same against the payment then due and owing under the Subordinate Loan Documents. Upon notice from Senior Lender that a default has occurred under the Senior Loan Documents, Subordinate Lender shall not collect any payments (whether principal, interest, fees or other amounts) under the Subordinate Loan Documents. In the event that any payment is made to Subordinate Lender on account of the principal, interest, fees, or other amounts on or with respect to the Subordinate Obligations which is not permitted hereunder, such payment shall be held by Subordinate Lender in trust for the benefit of Senior Lender and shall be paid forthwith over and

delivered to Senior Lender for application to the payment of all of the Senior Obligations remaining unpaid.

3. Amendments to the Subordinate Loan Documents. Notwithstanding anything in the Subordinate Loan Documents to the contrary, Subordinate Lender agrees that, so long as the Senior Obligations remain outstanding, Subordinate Lender shall not modify, renew or extend any of the Subordinate Loan Documents without Senior Lender's prior, written consent in its sole discretion,

4. Enforcement of Rights and Remedies Under Subordinate Loan Documents. Subordinate Lender agrees that it will not accelerate the Subordinate Obligations or otherwise exercise any rights under the Subordinate Loan Documents (including, but not limited to, instituting a foreclosure proceeding) or take or accept a deed in lieu of foreclosure of the Subordinate Security Instrument until the Senior Obligations shall have been indefeasibly paid and performed in full and the Senior Security Instrument shall have been satisfied and cancelled of record. As long as any portion of the Senior Obligations shall remain outstanding, the sole remedy of the holder of the Subordinate Loan Documents, in the event of any default under the Subordinate Loan Documents, shall be to pay off (or to purchase at par, without warranty or recourse) the Senior Loan and the Senior Loan Documents as a condition to, and prior to asserting, any rights or remedies under the Subordinate Loan Documents.

5. Cure Provisions. If a default occurs under the Subordinate Loan Documents, Subordinate Lender shall notify the Senior Lender in writing within five (5) business days of Subordinate Lender's knowledge of the default, which notice shall specify the nature of the default. For a period of thirty (30) days following the Senior Lender's receipt of such notice, but in no event less than the period of time afforded Borrower under the Subordinate Loan Documents (the "**Cure Period**"), Senior Lender shall have the right (but not the obligation) to cure Borrower's default without meeting any requirements as to the assumption of the Subordinate Loan Documents. If Senior Lender cures the default within the Cure Period or if Borrower cures the default, then the Subordinate Loan shall be deemed reinstated, and, in the latter case, Subordinate Lender shall notify Senior Lender of the cure.

6. Warranties, Representations and Acknowledgements of Subordinate Lender. Subordinate Lender hereby warrants and represents to Senior Lender that:

- a. Subordinate Lender is the owner and holder of the Subordinate Loan Documents, free and clear of any lien, security interest or other claim whatsoever;
- b. Subordinate Lender has full power and authority to enter into this Agreement, the persons executing, acknowledging, and delivering this Agreement on behalf of Subordinate Lender are fully authorized to do so, and all of the terms and provisions of this Agreement are fully enforceable against Subordinate Lender and its successors and assigns (including, without limitation, all subsequent holders of the Subordinate Note and the Subordinate Security Instrument).
- c. This Agreement does not violate any contract or other obligation by which Subordinate Lender is bound, and the Senior Loan does not cause a default under the Subordinate Loan Documents;

- d. **Exhibit B** attached hereto is a true, correct and complete listing of all of the Subordinate Loan Documents as of the date hereof. To Subordinate Lender's knowledge, there currently exists no default or event which, with the giving of notice or the lapse of time, or both, would constitute a default under any of the Subordinate Loan Documents.

7. **Casualty and Condemnation.** In the event of a casualty to, or a condemnation or taking under a power of eminent domain of all or any portion of, the Property or payment under any payment or performance bond obtained by Borrower, Senior Lender shall have a first and prior interest in and to any payments, awards, proceeds, distributions, or consideration arising from any such event (the "***Award***"), and Senior Lender shall have the right to apply any such Award in accordance with the terms of the Senior Loan Documents. If Senior Lender makes any portion of the Award available to the Borrower for the repair or restoration of the Property, such portion of the Award shall not be subject to attachment by Subordinate Lender, and Subordinate Lender shall likewise make available to Borrower for the purpose of restoration the insurance proceeds or condemnation award (if any) to which it is entitled under the Subordinate Loan Documents.

8. **Bankruptcy.** (a) Upon any distribution of the assets or properties of Borrower or upon any dissolution, winding up, liquidation, bankruptcy or reorganization involving Borrower (whether in bankruptcy, insolvency or receivership proceedings or upon an assignment for the benefit of creditors or otherwise, herein referred to as a "***Proceeding***"):

(i) Senior Lender shall first be entitled to receive payment in full of the principal of and interest on the Senior Obligations and all fees and any other payments (including post-petition interest and all costs and expenses) due pursuant to the terms of the Senior Documents, before Subordinate Lender is entitled to receive any payment on account of the Subordinate Obligations; and

(ii) any payment or distribution of the assets or properties of Borrower of any kind or character, whether in cash, property, or securities, to which Subordinate Lender would be entitled except for the provisions of this Agreement, shall be paid by the debtor in possession, liquidating trustee or agent or other person making such payment or distribution directly to Senior Lender; and

(iii) in the event that, notwithstanding the foregoing, any payment or distribution of the assets or properties of Borrower of any kind or character, whether in cash, property, or securities, shall be received by Subordinate Lender on account of principal, interest, fees, or other amounts on or with respect to the Subordinate Obligations before all of the Senior Obligations are paid in full, such payment or distribution shall be received and held in trust for and shall be paid over to Senior Lender forthwith, for application to the payment of the Senior Obligations until all such Senior Obligations shall have been paid in full in accordance with the terms of the Senior Loan Documents.

Subordinate Lender, by its execution of this Agreement, authorizes and expressly directs Senior Lender to take such action as may be necessary or appropriate, in Senior Lender's sole discretion, from time to time to effectuate the subordination provided herein and the foregoing, hereby appoints Senior Lender its attorney-in-fact for all such purpose, and does hereby: (i) irrevocably

assign to Senior Lender all of Subordinate Lender's rights as a secured or unsecured creditor in any Proceeding and authorizes Senior Lender to take, or refrain from taking, any action to assert, enforce, modify, waive, release or extend Subordinate Lender's lien and/or claim in such Proceeding, including but not limited to (a) filing a proof of claim arising out of the Subordinate Obligations, (b) voting or refraining from voting claims arising from the Subordinate Obligations, either in Subordinate Lender's name or in the name of Senior Lender as attorney-in-fact of Subordinate Lender, (c) accepting or rejecting any payment or distribution made with respect to any claim arising from the Subordinate Obligations and applying such payment and distribution to payment of Senior Lender's claim until the Senior Obligations are paid and satisfied in full in accordance with their terms, and (d) taking any and all actions and executing any and all instruments necessary to effectuate the foregoing and, inter alia, to establish Senior Lender's entitlement to assert Subordinate Lender's claim in such Proceeding; and (ii) release and indemnify Senior Lender and hold Senior Lender harmless from and against any claims, causes of action, losses, costs or damages arising out of or with respect to Senior Lender's actions in a Proceeding as set forth in this Agreement.

(b) For so long as the Senior Obligations shall remain outstanding, Subordinate Lender shall not, and shall not solicit any person or entity to, and shall not direct or cause Borrower to: (i) commence any Proceeding or other action against Borrower under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization or relief of debtors; (ii) institute proceedings to have Borrower adjudicated a bankrupt or insolvent; (iii) consent to, or acquiesce in, the institution of a Proceeding against Borrower; (iv) file a petition or consent to the filing of a petition seeking reorganization, arrangement, adjustment, winding-up, dissolution, composition, liquidation or other relief by or on behalf of Borrower; (v) seek or consent to the appointment of a receiver, liquidator, assignee, trustee, custodian or any similar official for Borrower, the Property (or any portion thereof) or any other collateral securing the Senior Obligations (or any portion thereof); (vi) make an assignment for the benefit of any credit of Borrower; or (vii) take any action in furtherance of any of the foregoing.

9. No Modification to Senior Loan Documents; Dealings with Borrower; No Third Party Beneficiaries. Nothing herein shall be deemed to modify, limit or in any way affect the rights and obligations of Borrower to Senior Lender, or the rights and remedies of Senior Lender, under the Senior Loan Documents, except as expressly set forth herein. Senior Lender may extend, renew, modify, or amend the Senior Obligations and any of the Senior Loan Documents, and release, transfer, assign, sell, or exchange any security therefor and otherwise deal freely with Borrower to the same extent as could any person, all without notice to or consent of Subordinate Lender and without affecting the liabilities and obligations of Subordinate Lender. Senior Lender shall have no obligations or liability to Subordinate Lender with respect to the Senior Loan, except as expressly set forth herein. Without limiting the foregoing, Senior Lender has no obligation to Subordinate Lender to advance any funds under the Senior Loan Documents, and Senior Lender is under no obligation or duty to, nor has Senior Lender represented that it will, see to the application of the proceeds of the Senior Loan by Borrower or any other person to whom Senior Lender disburses such proceeds. The parties hereto do not intend the benefits of this Agreement to inure to Borrower or any other person or entity.

10. Waiver; Modification. No delay on the part of Senior Lender in the exercise of any right

or remedy shall operate as a waiver thereof, and no single or partial exercise by Senior Lender of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy; nor shall any modification or waiver of any of the provisions of this Agreement be binding upon Senior Lender except as expressly set forth in a writing duly signed and delivered by or on behalf of Senior Lender.

11. Legend. Subordinate Lender and Borrower hereby agree to cause the Subordinate Note to contain a legend in substantially the following form:

“The indebtedness evidenced by this Note is and shall be subordinate in right of payment to the prior payment in full of all amounts then due and payable (including, but not limited to, all amounts due and payable by virtue of any default or acceleration or upon maturity) with respect to the indebtedness evidenced by the Note (as defined by that certain Mortgage, Assignment of Rents, Security Agreement and Fixture Filing by the Borrower in favor of Truist Bank, in the original maximum principal amount of \$26,900,000, executed by Borrower and payable to Truist Bank (“**Senior Lender**”)), to the extent and in the manner provided in that certain Subordination Agreement, dated as of _____, 2026 between Senior Lender and the holder of this Note (the “**Subordination Agreement**”). The rights and remedies of the payee and each subsequent holder of this Note shall be deemed, by virtue of such holder’s acquisition of this Note, to have agreed to perform and observe all of the terms, covenants and conditions to be performed or observed by the “Subordinate Lender” under the Subordination Agreement.”

12. Notices. Any notice or other communication required or permitted hereunder shall be given in writing and deemed to be duly given and received on the date the same shall be personally delivered to the addressee (including delivery by a professional overnight courier service), or on the third day after the same shall be deposited in the United States mail, certified mail, return receipt requested postage prepaid, at the address specified below:

If to Subordinate Lender:

City of Kissimmee Development Services Department
Craig M. Holland, Director
101 Church Street
Kissimmee, FL 34741-5054

If to Senior Lender:

Truist Bank
Unified CRE Lending Service Delivery
303 Peachtree Center Avenue, NE., Suite 500
Mail Code 803-04-05-30
Atlanta, GA 30303

and

Truist / Simpson Crossings
Subordination Agreement (Seller Loan)
529132099

Truist Bank
333 S. Garland Ave, 17th Floor
Orlando, FL 32801
Mail Code # 886-73-17-10
Attention: Greg Siemsen

With a copy to (for information purposes only):

Holland & Knight LLP
1180 West Peachtree Street, NW
Suite 1800
Atlanta, Georgia 30309
Attention: Woodrow W. Vaughan III

Any party hereto may by written notice in the manner herein provided change the address to which any such notice or other communication shall be thereafter given to it.

13. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns (including all subsequent holders of any note, security instrument or other instrument described in this Agreement). Any references to the parties shall be deemed to include the parties hereto and their successors and assigns.

14. Miscellaneous. This Agreement is made and executed under and in all respects is to be governed and construed by the law of the state where the Property is located. Subordinate Lender waives any right to trial by jury in connection with any action arising under this Agreement. Headings to this Agreement are for the purpose of reference only and shall not limit or otherwise affect the meaning hereof. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which, taken together, shall constitute one instrument. This Agreement sets forth the final expression of the entire agreement of the parties hereto with regard to the subordination provided for herein and shall supersede and cancel any prior agreements as to such subordination, including without limitation any provisions in the Subordinate Security Instrument. So long as the Senior Security Instrument shall affect the Property or any portion thereof, Subordinate Lender, its successors or assigns, or any other legal holder of the Subordinate Security Instrument, as the case may be, shall execute, acknowledge, and deliver upon the demand of Senior Lender, at any time or times, any and all further documents or instruments in recordable form for the purpose of further confirming the subordination and the agreements herein set forth.

[Signature Page Follows]

Page 177 of 793

The undersigned have set their respective hands and seals hereto to acknowledge and agree to the terms and conditions of the foregoing Agreement as of the day and year first above written, by Subordinate Lender, for the benefit of Senior Lender, and acknowledged and agreed to by the undersigned:

BORROWER

Signed, sealed and delivered
in the presence of:

Hunter A. Clements
Print Name: Hunter A. Clements
Avor Nisbeth
Print Name: Avor Nisbeth

SIMPSON CROSSINGS, LTD., a Florida
limited partnership

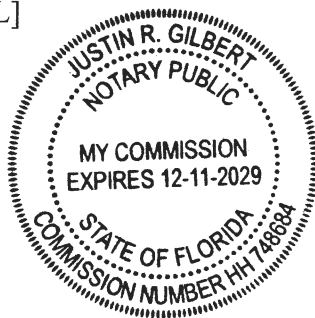
By: **Simpson Crossings GP, LLC**, a Florida
limited liability company, its sole general
partner

By: Francisco Rojo
Francisco Rojo, President
[SEAL]

STATE OF FLORIDA
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 22ND day of December, 2025, by Francisco Rojo, as President of Simpson Crossings GP, LLC, a Florida limited liability company, the General Partner of Simpson Crossings Ltd., a Florida limited partnership, on behalf of such limited partnership, who ☒ is personally known to me or who ☐ produced _____ as identification.

[NOTARIAL SEAL]



Sign Name: [Signature]
Notary Public, State of Florida

Print Name: Justin R. Gilbert

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1 (FEE SIMPLE):

THE SOUTHERLY 330 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHERLY 330 FEET OF THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 LYING EAST OF BOGGY CREEK ROAD, ALL BEING IN SECTION 8, TOWNSHIP 25 SOUTH, RANGE 30 EAST, OSCEOLA COUNTY, FLORIDA.

LESS AND EXCEPT: BEGINNING AT A POINT, 12.08 FEET NORTH 89 DEGREES 59 MINUTES 50 SECONDS WEST OF THE NORTHWEST CORNER OF TRACT A OF GREENVILLE ESTATES, AS RECORDED IN PLAT BOOK 2, PAGE 159, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, SAID POINT BEING ON THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 530, RUN SOUTH 89 DEGREES 59 MINUTES 50 SECONDS EAST ALONG THE SOUTH LINE OF SECTION 8, TOWNSHIP 25 SOUTH, RANGE 30 EAST, 771.80 FEET; RUN THENCE NORTH 00 DEGREES 00 MINUTES 14 SECONDS EAST, 330 FEET; RUN THENCE NORTH 89 DEGREES 59 MINUTES 50 SECONDS WEST, 548.20 FEET TO THE EASTERLY RIGHT OF WAY OF STATE ROAD NO. 530; RUN THENCE SOUTH 34 DEGREES 07 MINUTES 28 SECONDS WEST TO THE POINT OF BEGINNING.

PARCEL 1 ALSO DESCRIBED AS:

A PARCEL OF LAND BEING A PORTION OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 25 SOUTH, RANGE 30 EAST, OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

BEGIN AT THE SOUTH 1/4 CORNER OF SAID SECTION 8; THENCE RUN N00°33'09"E ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 OF SECTION 8, A DISTANCE OF 330.12 FEET; THENCE DEPARTING SAID EAST LINE RUN S89°52'31"W, A DISTANCE OF 886.57 FEET; THENCE RUN S00°02'25"E, A DISTANCE OF 329.77 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF SECTION 8; THENCE RUN N89°53'47"E ALONG SAID SOUTH LINE, A DISTANCE OF 883.16 FEET TO THE POINT OF BEGINNING.

PARCEL 2 (EASEMENT):

TOGETHER WITH THAT CERTAIN NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS CONTAINED IN THAT CERTAIN EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 767, PAGE 2794, AS AMENDED BY NOTICE OF RELOCATION OF EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 1359, PAGE 1852, AMENDED NOTICE OF RELOCATION OF EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 1379, PAGE 635, MEMORANDUM OF AMENDED AND RESTATED EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 6811, PAGE 1811, AND AMENDED AND RESTATED EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

LESS AND EXCEPT ANY PORTION THEREOF PURSUANT TO THAT CERTAIN

STIPULATED ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 6416,
PAGE 1260, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

EXHIBIT B

1. Agency Agreement between Borrower and Subordinate Lender
2. Mortgage by Borrower in favor of Subordinate Lender
3. Promissory Note by Borrower in favor of Subordinate Lender
4. Land Use Restriction Agreement between Borrower and Subordinate Lender

This Instrument Prepared By
David R. Singleton
Holland & Knight LLP
100 North Tampa Street, Suite 4100
Tampa FL 33602

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT made as of the _____ day of January, 2026 (the "Agreement"), by (i) NEIGHBORHOOD LENDING PARTNERS OF FLORIDA, INC., a Florida not-for-profit corporation (the "Senior Lender"), whose address is 3615 West Spruce Street, Tampa, Florida 33607; (ii) CITY OF KISSIMMEE, a political subdivision of the State of Florida (the "Subordinate Lender"), whose address is _____; and (iii) SIMPSON CROSSINGS, LTD., a Florida limited partnership ("Borrower"), whose address is 3050 Biscayne Blvd., Suite 300, Miami, Florida 33133

RECITALS

A. Borrower will execute and deliver to the Subordinate Lender, a \$460,000.00 promissory note in favor of Subordinate Lender (the "Subordinate Note"). The Subordinate Note will be secured by a Mortgage from Borrower in favor of Subordinate Lender (the "Subordinate Mortgage"). The Subordinate Mortgage encumbers the real property described in Exhibit "A" attached hereto and made a part hereof, the improvements thereon, and certain personal property relating thereto (collectively, the "Property").

B. Borrower will execute and deliver to the Senior Lender a Multifamily Note (the "Senior Note") in the original principal amount of \$1,000,000.00, evidencing a loan (the "Senior Loan") secured by a Multifamily Mortgage, Assignment of Rents and Security Agreement from Borrower in favor of Senior Lender and to be recorded in the Public Records of Osceola County, Florida (the "Senior Mortgage"). Hereinafter the Senior Note and the Senior Mortgage are collectively referred to as the "Senior Loan Documents".

C. Senior Lender is unwilling to make the Senior Loan to Borrower unless Subordinate Lender enters into this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, from one to the other paid, the receipt and

sufficiency whereof is hereby acknowledged, and to induce Senior Lender to make the Senior Loan, the parties do hereby agree:

1. Recitals. The Recitals are true and correct and are made a part hereof.
2. Subordination.

(a) The Subordinate Mortgage is now and forever hereafter made subordinate and inferior to the Senior Mortgage and to all debt evidenced or secured thereby including principal, interest, costs and expenses, and to any and all extensions, modifications, amendments, enlargements or renewals thereof or future advances made thereunder. Further, the terms of the Subordinate Mortgage and all rights and remedies of the Subordinate Lender available to the Subordinate Lender pursuant to the Subordinate Mortgage, including but not limited to the right to claim or receive any insurance or condemnation awards or proceeds, are hereby expressly subordinate to the terms of the Senior Mortgage and the rights and remedies of Senior Lender under the Senior Mortgage. Notwithstanding the foregoing or any other provision in this Agreement, until such time as Subordinate Lender shall have received written notice from Senior Lender of a default under the Senior Loan Documents, Subordinate Lender may receive and collect any regularly scheduled payments of principal or interest or other amounts then due under the Subordinate Mortgage and apply same against the payment then due and owing under the Subordinate Mortgage.

(b) The indebtedness of Borrower, and any other obligor pursuant to the Subordinate Note and the Subordinate Mortgage, and any and all other indebtedness and other obligations of Borrower to Subordinate Lender, and the Subordinate Mortgage and all other liens, encumbrances and security interests given to secure the payment of the Subordinate Note and any other obligations of payment or performance of Borrower to Subordinate Lender, whether now existing or hereafter created or acquired, shall be and hereby are subordinated in lien, priority and payment of principal and interest and all other charges and fees, including, without limitation, taxes and insurance premiums paid by Senior Lender and interest accruing after any default or petition in bankruptcy, to the indebtedness of Borrower pursuant to the Senior Note, and all liens, encumbrances and security interests given to secure the payment thereof, whether now existing or hereafter created or acquired, including, without limitation, the Senior Mortgage and to any and all other loans, advances, extensions of credit, or other accommodations to or for the account of Borrower as Senior Lender may elect to make from time to time, and any and all other indebtedness of Borrower to Senior Lender, whether now existing or hereafter created or acquired, and any and all liens, encumbrances, and security interests given to secure the repayment or payment thereof, whether now existing or hereafter created or acquired, and to such renewals and extensions thereof as Senior Lender may elect to make from time to time. Notwithstanding the foregoing, Senior Lender may not modify any provisions of the Senior Loan Documents that increases the interest rate, extends the term (other than extensions expressly provided for in accordance with the Senior Loan Documents) or increases the Senior Loan, except for increases in the interest rate, extensions of the term or increases in the Senior Loan that results from advances made by Senior Lender to protect the security or lien priority of Senior Lender under the Senior Loan Documents or to cure defaults under the Subordinate Note. In the event the Subordinate Note becomes due and payable in the absence of a default, the Subordinate Lender's right to collect, and the Borrower's obligation

to pay the amount owed, according to the terms of the Subordinate Note, are not subject to this provision.

3. Conditions Precedent to Remedial Action. If a default occurs under the Subordinate Note or the Subordinate Mortgage (a "Subordinate Loan Default") and is continuing, the Subordinate Lender agrees that, without the Senior Lender's prior written consent, it will not commence foreclosure proceedings with respect to the Property under the Subordinate Mortgage or exercise any other rights or remedies it may have under the Subordinate Mortgage, collecting rents, appointing (or seeking the appointment of) a receiver or exercising any other rights or remedies thereunder unless and until it has given the Senior Lender at least 30 days' prior written notice. The Senior Lender shall have the right, but not the obligation, to cure any Subordinate Loan Default within the same time period for curing a default which is given to the Borrower under the Subordinate Mortgage, except that the Senior Lender's time period for cure shall begin on the date on which it receives notice of the Subordinate Loan Default. All amounts advanced or expended by the Senior Lender to cure a Subordinate Loan Default shall be deemed to have been advanced by the Senior Lender pursuant to, and shall be secured by the lien of, the Senior Mortgage. Notwithstanding the foregoing, such limitations on the remedies of Subordinate Lender shall not derogate or otherwise limit Subordinate Lender's rights, following an event of default under the Subordinate Mortgage to (a) compute interest on all amounts due and payable under the Subordinate Loan at the default rate described in the Subordinate Mortgage, (b) compute prepayment premiums and late charges, and (c) enforce against any person, other than Borrower and any guarantors or indemnitors under the Senior Loan Documents, any guaranty of the obligations of Borrower under the Subordinate Note and the Subordinate Mortgage.

4. Insurance, Condemnation. In the event of partial or total destruction of the Property which results in the payment of insurance proceeds, or in the event of a condemnation or similar proceeding which results in the payment of an award, the proceeds or award shall be applied in accordance with the relevant provisions of the Senior Mortgage.

5. Notices. All notices hereunder shall be in writing and shall be deemed to have been sufficiently given or served for all purposes when presented personally or three (3) days after mailing when sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses set forth above, or at such other address of which a party shall have notified the party giving such notice in writing.

6. No Waiver. The giving of consent by Senior Lender to the giving of the Subordinate Mortgage is not and shall not be deemed a waiver of the Senior Lender's rights to prohibit any other junior mortgage of the Property. No delay on the part of Senior Lender or Subordinate Lender in the exercise of any right or remedy hereunder or under the Senior Mortgage or Subordinate Mortgage, respectively, shall operate as a waiver of any right hereunder.

7. Counterparts. The parties hereto agree that this Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

8. Costs of Enforcement. Should suit be brought to enforce the provisions of this Agreement, all parties waive attorney's fees and costs at all levels of the dispute, and waive the right to a jury trial.

9. Paragraph Headings. The headings of the various paragraphs of this Agreement have been inserted only for the purposes of convenience, and are not part of this Agreement and shall not be deemed in any manner to modify, explain or restrict any of the provisions of this Agreement.

10. Choice of Law. This Agreement shall be construed, interpreted, enforced and governed by and in accordance with the laws of the State of Florida, excluding the principles thereof governing conflicts of law. Any legal dispute arising from this Agreement will be brought in a court of competent jurisdiction in Marion County, Florida. If any provision shall be held prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating any other provision of this Agreement.

11. Binding Effect. This Agreement shall be binding upon the Borrower, the Senior Lender, and the Subordinate Lender and their respective heirs, successors and assigns and shall inure to the benefit of each and all of them.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

EXECUTED the day and year above mentioned.

SENIOR LENDER:

NEIGHBORHOOD LENDING PARTNERS OF
FLORIDA, INC., a Florida not-for-profit
corporation

By: _____
_____, as its

STATE OF FLORIDA
COUNTY OF _____

The foregoing Subordination Agreement was acknowledged before me by means of ☐ physical
presence or ☐ online notarization, this ____ day of January, 2026 by
_____, as _____ of NEIGHBORHOOD
LENDING PARTNERS OF FLORIDA, INC., a Florida not-for-profit corporation, on behalf of
the corporation. He/She is personally known to me or has produced
_____ as identification.

Notary Public

Printed Name

My commission expires: _____

CITY OF KISSIMMEE, a political subdivision of
the State of Florida

By: _____
_____, as its

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of January, 2026, by _____, as _____ of City of Kissimmee, a political subdivision of the State of Florida, on behalf of the City. He/She is either personally known by me or has produced _____ as identification.

Notary Public

Printed Name

My commission expires:_____

SIGNATURE PAGE TO SUBORDINATION AGREEMENT (CITY OF KISSIMMEE)

BORROWER:

SIMPSON CROSSINGS, LTD., a Florida limited partnership

By: Simpson Crossings GP, LLC, a Florida limited liability company, its general partner

By: Francisco Rojo, as its President

STATE OF FLORIDA

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 22nd day of December, 2025, by Francisco Rojo, as President of Simpson Crossings GP, LLC, a Florida limited liability company, as general partner of Simpson Crossings, Ltd., a Florida limited partnership, on behalf of the company and the partnership. He is either personally known to me or has produced a _____ driver's license as identification.

(AFFIX NOTARIAL SEAL)

Commission No. HH748684

Justin R. Gilbert
Notary Public

(Name) Justin R. Gilbert

My Commission Expires: 12/11/2029



SIGNATURE PAGE TO SUBORDINATION AGREEMENT (CITY OF KISSIMMEE)

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1 (FEE SIMPLE):

THE SOUTHERLY 330 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHERLY 330 FEET OF THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 LYING EAST OF BOGGY CREEK ROAD, ALL BEING IN SECTION 8, TOWNSHIP 25 SOUTH, RANGE 30 EAST, OSCEOLA COUNTY, FLORIDA.

LESS AND EXCEPT: BEGINNING AT A POINT, 12.08 FEET NORTH 89 DEGREES 59 MINUTES 50 SECONDS WEST OF THE NORTHWEST CORNER OF TRACT A OF GREENVILLE ESTATES, AS RECORDED IN PLAT BOOK 2, PAGE 159, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, SAID POINT BEING ON THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 530, RUN SOUTH 89 DEGREES 59 MINUTES 50 SECONDS EAST ALONG THE SOUTH LINE OF SECTION 8, TOWNSHIP 25 SOUTH, RANGE 30 EAST, 771.80 FEET; RUN THENCE NORTH 00 DEGREES 00 MINUTES 14 SECONDS EAST, 330 FEET; RUN THENCE NORTH 89 DEGREES 59 MINUTES 50 SECONDS WEST, 548.20 FEET TO THE EASTERLY RIGHT OF WAY OF STATE ROAD NO. 530; RUN THENCE SOUTH 34 DEGREES 07 MINUTES 28 SECONDS WEST TO THE POINT OF BEGINNING.

PARCEL 1 ALSO DESCRIBED AS:

A PARCEL OF LAND BEING A PORTION OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 25 SOUTH, RANGE 30 EAST, OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

BEGIN AT THE SOUTH 1/4 CORNER OF SAID SECTION 8; THENCE RUN N00°33'09"E ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 OF SECTION 8, A DISTANCE OF 330.12 FEET; THENCE DEPARTING SAID EAST LINE RUN S89°52'31"W, A DISTANCE OF 886.57 FEET; THENCE RUN S00°02'25"E, A DISTANCE OF 329.77 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF SECTION 8; THENCE RUN N89°53'47"E ALONG SAID SOUTH LINE, A DISTANCE OF 883.16 FEET TO THE POINT OF BEGINNING.

PARCEL 2 (EASEMENT):

TOGETHER WITH THAT CERTAIN NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS CONTAINED IN THAT CERTAIN EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 767, PAGE 2794, AS AMENDED BY NOTICE OF RELOCATION OF EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 1359, PAGE 1852, AMENDED NOTICE OF RELOCATION OF EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 1379, PAGE 635, MEMORANDUM OF AMENDED AND RESTATED EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 6811, PAGE 1811, AND AMENDED AND RESTATED EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK ____, PAGE ____, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

LESS AND EXCEPT ANY PORTION THEREOF PURSUANT TO THAT CERTAIN STIPULATED ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 6416, PAGE 1260, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

ITEM 7.B

Adoption by Resolution of the Development Review fees

Request

Requesting approval of the updated Development Review Fee Resolution.

Explanation

In 2015, Matrix Consulting Group completed the first Cost of Services – Fee Study and subsequently the City Commission approved these fees. With a continuing effort to enhance our customer service relations and to update our fee structure, Matrix Consulting Group was hired this past year to conduct a study of our fees. The goals of the study included the following four factors:

1. Services being provided at no cost be added to the fee ordinance based on actual cost to perform the activity;
2. The current level of service be maintained and increased where feasible;
3. The cost recovery for the Development Review process should be 100 percent, charging the actual cost of performing any activity; and
4. Fees should be adjusted annually based on the Consumer Price Index (CPI); insuring revenues keep pace with costs.

The Development Review process financially operates almost exclusively from the General Fund. This fund receives no other funding from the City and any development review fee that is not charged 100% cost recovery is passed on as a negative. Except for the annual CPI changes, the current fee structure has not been updated since 2015.

Based on the directive goals listed above, the following changes are proposed:

- The fees below represent new fees or fees that were either reduced or increased to match the actual cost incurred by the City to perform said duties;
- Changed the way fees are applied and updated out-of-date language;
- Added a refund procedure;
- Pricing will be rounded to the nearest dollar; and
- In some instances, the fees have been updated to reflect the CPI increase that has occurred over the years. All other fees remain the same.

A refund section was also added to assist applicants who desire to withdraw their request. These refund standards would apply to any development review application fees issued by the Planning Division.

When comparing development review fees to St. Cloud and Osceola County governments, many factors play into why they have different amounts. These factors include but are not limited to the following:

- differences in processes,
- large staffing levels,
- dissimilar economies of scale of scale,
- availability of land,
- greater development opportunities,
- perform greater number of permits,
- reserves are vastly greater, limiting the amount the municipality can retain, subsequently reducing their fees as to stay within the allowed state reserve limits.

For a list of the most common fees outlining a comparison between the City's proposed fees and Osceola County and St. Cloud's current fees along with a current versus proposed difference, please refer to the attached tables. The proposed resolution identifying of the fees are attached to this agenda item. As a reminder, a City Commission workshop was held on October 27, 2025 to go over these proposed fees.

Recommendation

Approval of the resolution adopting the updated Development Review Fees.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services

Presenter: Doug Etheredge

Attachment(s):

1. (S) Resolution & Exhibit A - Dev Review Fee
2. Current vs Proposed Development Review Fee Table
3. Government Comparison Development Review Fee Table

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KISSIMMEE, FLORIDA, SETTING THE LAND DEVELOPMENT CODE FEE SCHEDULE; PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kissimmee Land Development Code Fee Schedule was adopted December, 1994, amended in November 2003, June and December 2015; and

WHEREAS, in 2024, the City of Kissimmee Commission authorized the Matrix Consulting Group to assess and analyze the current Land Development Code fee schedule; and

WHEREAS, in 2025, the City of Kissimmee Commission reviewed the findings of the Matrix Consulting Group concluding that the current permitting fees do not adequately address the actual cost of processing items in regards to the Land Development code; and

WHEREAS, the Land Development Code provides for fees to be set by resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KISSIMMEE, FLORIDA:

SECTION 1. That the recitals set forth above are true and correct and are incorporated in this Resolution.

SECTION 2. That the City Commission of the City of Kissimmee, hereby resolves to adopt the following Fee Schedule for the Land Development Code, attached hereto as Exhibit "A."

SECTION 3. That all resolutions or parts of resolutions in conflict herewith are hereby repealed.

SECTION 4. If any clause, section, or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Resolution.

SECTION 5. This Resolution shall become effective on February 2, 2026.

ADOPTED THIS ____ 6th ____ DAY OF _January_, 2026.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM
AND CORRECTNESS

City Attorney

EXHIBIT A

Project Type	Unit	Fee
Annexation	Each	\$0
Land Use Plan Amendment Review:*		
Small Scale	Per Review	\$6,856
Large Scale	Per Review	\$6,856
Text	Per Review	\$5,000
Zoning Map Amendment*	Each	\$4,860
PUD Zoning/Preliminary Plan Review:		
Application	Base	\$6,452
Per Unit or Acre	Per Unit or Acre	\$347
PUD Amendment Review:		
Application	Base	\$4,945
Per Unit or Acre	Per Unit or Acre	\$347
Conditional Use Review:		
Conditional Use	Per Review	\$2,373
Conditional Use/Site Plan	Per Review	\$12,837
Conditional Use/Site Specific Redevelopment Plan	Per Review	\$16,369
Pain Medication License	Per License	\$2,373
Site Plan Review:		
Full	Per Review	\$17,903
Site Specific Redevelopment Plan	Per Review	\$15,670
Restriping/Resurfacing	Per Review	\$1,536
Site Development (Construction) Plan Review:		
Site Development (Construction) Plan	Per Review	\$13,776
Switch Out Pages	Per Review	\$833
Final Site Development (Construction) Plan Amendment after Issuance of a Development Order	Per Review	\$13,776
Subdivision Review:		
Preliminary Plat		
Base	Base	\$6,724
Per Lot	Per Lot	\$83
Final Plat		
Per Review	Per Review	\$3,325
Inspection	Per Inspection	\$167
Annual Maintenance	Each	\$250
Development of Regional Impact (DRI) Review:		
Amendment	Per Review	\$15,848
Annual Report	Per Review	\$554
Rescission	Per Review	\$17,515
Special Event Review:		

EXHIBIT A

Single Day Event	Per Review	\$862
Multi-Day Event	Per Review	\$1,160
Renewal (Repeat)	Per Review	\$431
Abandonment Review:		
Vacation of Easement or Right-of-Way	Each	\$1,865
Right-of-Way Review:		
Temporary Sign		
Initial	Each	\$148
Renewal	Each	\$148
Outdoor Use Agreement		
Initial	Each	\$1,148
Renewal	Each	\$648
Street Name Change	Each	Actual Cost
Variance/Waiver Review:		
City Commission Variance	Each	\$4,037
Buffer Waiver	Each	\$2,494
Board of Adjustments	Each	\$4,037
Administrative		
Director	Each	\$3,460
DRC/ARC	Each	\$3,369
Transportation Review:		
Request for Alternative Mobility Fee Analysis	Per Request	Actual Cost
Transportation Studies/Reviews	Per Study/Review	Actual Cost
Zoning & State Funding Review:		
Standardized	Per Letter	\$129
Customized		
Base (up to 2 hours)	Base	\$277
Each Additional Hour	Per Hour	\$138
State Applications		
Alcoholic Beverage License	Per Application	\$351
Housing/Funding	Per Application	\$351
Miscellaneous Review:		
Authorization of True Work of Art	Each	\$315
Developer's or Annexation Agreement	Each	Actual Cost
Community Development District	Each	Actual Cost
Resubmittal (Upon 4 th and Subsequent Submittal of Any Request)	Per Submission	Original Price
Applicant Requested Continuance of an Advertised Item	Per Request	\$531
Notice Continuance	Per 10 Parcels	\$133

EXHIBIT A

Appeal of Staff Decision	Per Appeal	\$1,016
Appeal to Planning Advisory Board or City Commission	Per Appeal	\$1,016
Insufficient Payment/Funds	Each	\$66
Noticing	Per 10 Parcels	\$133
Recording Fees	Each	Cost to City
Technology	Each Request	3%
Annual Increase		
	Fees shall increase annually on October 1, in accordance with the Consumer Price Index for All Urban Consumers (CPI-U), U.S. city average, percentage change from the previous year as determined by the U.S. Department of Bureau of Labor Statistics (BLS). Pricing shall be rounded to the nearest dollar.	
Refunds		
Development Review	A \$100 fee will be retained if a refund is requested before the application is released for review. A project fee that is less than \$100 will not be refunded.	
	A 50% refund will be granted if the request is withdrawn and requested before the first DRC review. No refunds will be issued after the first DRC review	
	Refundable fees cannot be transferred to any other project of record. Refunds will be issued to the credit card used in the original transaction or check.	
Special Events	A \$100 fee will be retained if a refund is requested before the application is released for review.	
	A 50% refund will be granted if the request is made during the first review of the project. No refund will be issued once after the first review for the project.	

EXHIBIT A

Zoning & State Funding Reviews	The City will retain 25% or \$100 (whichever is greater) if a refund is requested before the application is released for review.
	A 50% refund will be granted if requested before the project type review has been completed and released. No refunds will be issued after the document has been released.

*A fee waiver can be approved at the discretion of the City Manager when a Small Scale Land Use Plan Amendment and Zoning Map Amendment request are submitted concurrently with the annexation request. No other fee waivers can be applied.

Current vs Proposed Development Review Fees				
Project Type	Unit	Current Fee	Proposed Fee	Difference
Annexation	Each	\$0	\$0	\$0
Land Use Plan Amendment Review:				
Small Scale	Per Review	\$3,015	\$6,856	\$3,841
Large Scale	Per Review	\$5,035	\$6,856	\$1,821
Text	Per Review	\$5,035	\$5,000	-\$35
Zoning Map Amendment	Each	\$3,124	\$4,860	\$1,736
PUD Zoning/Preliminary Plan Review:				
Application	Base	\$5,068	\$6,452	\$1,384
Per Unit or Acre	Per Unit or Acre	New	\$347	\$347
PUD Amendment Review:				
Application	Base	\$4,696	\$4,945	\$249
Per Unit or Acre	Per Unit or Acre	New	\$347	\$347
Conditional Use Review:				
Conditional Use	Per Review	\$2,292	\$2,373	\$81
Conditional Use/Site Plan	Per Review	\$3,650	\$12,837	\$9,187
Conditional Use/Site Specific Redevelopment Plan (CRAO)	Per Review	\$3,805	\$16,369	\$12,564
Pain Medication License	Per License	\$2,292	\$2,373	\$81
Site Plan Review:				
Full	Per Review	\$2,528	\$17,903	\$15,375
Site Specific Redevelopment Plan (CRAO)	Per Review	\$2,615	\$15,670	\$13,055
Restriping/Resurfacing	Per Review	\$938	\$1,536	\$598
Site Development (Construction) Plan Review:				
Site Development (Construction) Plan	Per Review	\$6,689	\$13,776	\$7,087
Switch Out Pages	Per Review	\$437	\$833	\$396
Final Site Development (Construction) Plan Amendment after Issuance of a Development Order	Per Review	\$1,715	\$13,776	\$12,061
Subdivision Review:				
Preliminary Plat				

Base	Base	\$6,799	\$6,724	-\$75
Per Lot	Per Lot	New	\$83	\$83
Final Plat				
Per Review	Per Review	\$1,594	\$3,325	\$1,731
Inspection	Per Inspection	New	\$167	\$167
Annual Maintenance	Each	New	\$250	\$250
Development of Regional Impact (DRI) Review:				
Amendment	Per Review	\$5,623	\$15,848	\$10,225
Annual Report	Per Review	\$1,164	\$554	-\$610
Rescission	Per Review	\$2,524	\$17,515	\$14,991
Special Event Review:				
Single Day Event	Per Review	\$1,280	\$862	-\$418
Multi-Day Event	Per Review	\$1,280	\$1,160	-\$120
Renewal (Repeat)	Per Review	\$677	\$431	-\$246
Abandonment Review:				
Vacation of Easement/Right-of-Way	Each	\$2,610	\$1,865	-\$745
Right-of-Way Review:				
Temporary Sign				
Initial	Each	\$178	\$148	-\$30
Renewal	Each	New	\$148	\$148
Outdoor Use Agreement				
Initial	Each	\$908	\$1,148	\$240
Renewal	Each	New	\$648	\$648
Street Name Change	Each	Actual Cost	Actual Cost	\$0
Variance/Waiver Review:				
City Commission Variance	Each	\$2,616	\$4,037	\$1,421
Buffer Waiver	Each	\$2,065	\$2,494	\$429
Board of Adjustments	Each	\$3,568	\$4,037	\$469
Administrative				
Director	Each	\$354	\$3,460	\$3,106
DRC/ARC	Each	New	\$3,369	\$3,369
Transportation Review:				
Request for Alternative Mobility Fee Analysis	Per Request	Actual Cost	Actual Cost	\$0

Transportation Studies/Reviews	Per Study/Review	Actual Cost	Actual Cost	\$0
Zoning & State Funding Review:				
Standardized	Per Letter	\$59	\$129	\$70
Customized				
Base (up to 2 hours)	Base	\$354	\$277	-\$77
Each Additional Hour	Per Hour	New	\$139	\$139
State Applications				
Alcoholic Beverage License	Per Application	\$265	\$351	\$86
Housing/Funding	Per Application	\$265	\$351	\$86
Miscellaneous Review:				
Authorization of True Work of Art	Each	\$1,517	\$315	-\$1,202
Developer's or Annexation Agreement	Each	\$1,164	Actual Cost	
Community Development District	Each	\$716	Actual Cost	
Resubmittal (Upon 4th and Subsequent Submittal of Any DRC Request)	Per Submission	Original Price	Original Price	\$0
Applicant Requested Continuance of an Advertised Request	Per Request	\$1,004	\$531	-\$473
Notice Continuance	Per 10 Parcels	New	\$133	\$133
Appeal of Staff Decision	Per Appeal	\$1,977	\$1,016	-\$961
Appeal to Planning Advisory Board or City Commission	Per Appeal	\$1,977	\$1,016	-\$961
Insufficient Payment / Funds	Each	New	\$66	\$66
Noticing	Per 10 Parcels	New	\$133	\$133
Recording Fees	Each	New	Cost to City	

Government Comparison of Development Review Fees					
Project Type	Unit	Current Fee	Proposed Fee	St. Cloud	County
Annexation	Each	\$0	\$0	\$1,000	---
with small scale and zma			---	\$2,100 ^{2,7}	---
with large scale and zma			---	\$2,500 ^{3,7}	---
Land Use Plan Amendment Review:					
Small Scale	Per Review	\$3,015	\$6,856	\$2,750 ¹	\$3,000
Large Scale	Per Review	\$5,035	\$6,856	\$4,000 ¹	\$6,700
Text	Per Review	\$5,035	\$5,000	\$3,500 ¹	---
Zoning Map Amendment	Each	\$3,124	\$4,860	---	\$2,400
1 acre or less			---	\$1,800 ⁷	---
Greater than 1 acrea			---	\$2,500 ⁷	---
PUD Zoning/Preliminary Plan Review:					
Application	Base	\$5,068	\$6,452	\$4,500 ^{7,8}	\$6,500
Per Unit or Acre	Per Unit or Acre	New	\$347	---	---
PUD Final Master Plan			---	\$4,500 ⁸	---
PUD Amendment Review:					
Application	Base	\$4,696	\$4,945	---	---
Per Unit or Acre	Per Unit or Acre	New	\$347	---	---
Major			---	\$3,500 ^{7,8}	\$5,400
Minor			---	\$850 ^{7,8}	\$2,000
Conditional Use Review:					
Conditional Use	Per Review	\$2,292	\$2,373	\$900 ^{1,7}	\$3,940
Change of Use			---	\$50 ^{1,7}	---
Conditional Use/Site Plan	Per Review	\$3,650	\$12,837	---	---
Conditional Use/Site Specific Redevelopment Plan (CRAO)	Per Review	\$3,805	\$16,369	---	---
Pain Medication License	Per License	\$2,292	\$2,373	---	---
Site Plan Review:					
Full	Per Review	\$2,528	\$17,903	---	---
Site Specific Redevelopment Plan (CRAO)	Per Review	\$2,615	\$15,670	---	---
Commercial, Major			---	\$2,500 ^{7,8}	---
Commercial, Minor			---	\$1,850 ^{7,8}	---
Commercial, Mini			---	\$500	---
Commercial, Fire Dept Review Fee, Major/Minor			---	\$65	---
MF Attached			---	\$3,500 ^{7,8}	---
SF Attached			---	\$3,500 ^{7,8}	---

MH Park			---	\$3,500 ^{7,8}	---
Modification			---	50% of original	---
Restriping/Resurfacing	Per Review	\$938	\$1,536	---	---
Site Development (Construction) Plan Review:					
Site Development (Construction) Plan	Per Review	\$6,689	\$13,776	---	---
Subdivision Construction Plan			---	\$4,675 ^{7,8}	
Subdivision Construction Plan Amendment			---	\$1,500 ^{7,8}	
Residential up to 100 lots or tracts			---		\$3,060 ¹⁴
Residential greater than 100 lots or tracts			---		\$4,195 ¹⁴
Up to 2 acres			---		\$2,900 ¹⁴
Greater than 2 acres			---		\$4,195 ¹⁴
Switch Out Pages	Per Review	\$437	\$833	\$100 ¹²	---
Final Site Development (Construction) Plan Amendment after Issuance of a Development Order	Per Review	\$1,715	\$13,776	---	\$600 ¹⁴
Subdivision Review:					
Preliminary Plat					
Base	Base	\$6,799	\$6,724	---	\$3,400
Per Lot	Per Lot	New	\$83	---	---
Preliminary Subdivision Plan			---	\$3,400 ^{7,8}	---
Preliminary Subdivision Plan Amendment			---	\$1,500 ^{7,8}	---
Final Plat					
Per Review	Per Review	\$1,594	\$3,325	\$2,500 ⁷	\$3,050
Surveyor Review Fee			---	Cost to City ¹	---
Plat Vacation			---	\$1,875 ⁷	---
Simple Lot Split/Lot Reconfiguration			---	\$440 ⁷	---
Inspection	Per Inspection	New	\$167	---	---
Annual Maintenance	Each	New	\$250	---	---
Development of Regional Impact (DRI) Review:					
Amendment	Per Review	\$5,623	\$15,848	---	\$3,800
Major			---	\$3,900	---
Minor			---	\$2,200	---
Modeling & Monitoring Report Review			---	---	\$500 ¹
Annual Report	Per Review	\$1,164	\$554	---	\$500
Rescission	Per Review	\$2,524	\$17,515	---	---
Rescission - Undeveloped			---	\$2,500	\$2,000
Rescission - Developed			---	\$8,000	\$7,500
Special Event Review:					
Single Day Event	Per Review	\$1,280	\$862	---	---
Multi-Day Event	Per Review	\$1,280	\$1,160	---	---

Special Event			---		\$620
Renewal (Repeat)	Per Review	\$677	\$431	---	---
Abandonment Review:					
Vacation of Easement/Right-of-Way	Each	\$2,610	\$1,865	\$1,165 ^{1,7}	\$1,165
Right-of-Way Review:					
Temporary Sign					
Initial	Each	\$178	\$148	---	---
Renewal	Each	New	\$148	---	---
Outdoor Use Agreement					
Initial	Each	\$908	\$1,148	---	---
Renewal	Each	New	\$648	---	---
Street Name Change	Each	Actual Cost	Actual Cost	---	---
Variance/Waiver Review:					
City Commission Variance	Each	\$2,616	\$4,037	---	\$1,000
Subdivision Variance			---	\$1,000 ⁷	\$500
Site Plan Variance			---	\$2,000 ⁷	---
Buffer Waiver	Each	\$2,065	\$2,494	---	---
Board of Adjustments	Each	\$3,568	\$4,037	\$500	\$870
Administrative			---	\$100	\$550
Director	Each	\$354	\$3,460	---	---
DRC/ARC	Each	New	\$3,369	---	\$250
Transportation Review:					
Request for Alternative Mobility Fee Analysis	Per Request	Actual Cost	Actual Cost	\$1,000 ¹¹	\$8,250
Transportation Studies/Reviews	Per Study/Review	Actual Cost	Actual Cost	---	---
Zoning & State Funding Review:					
Standardized	Per Letter	\$59	\$129	\$100 ¹	\$230 ¹³
Customized			---	\$300	\$230 ¹³
Base (up to 2 hours)	Base	\$354	\$277	---	---
Each Additional Hour	Per Hour	New	\$139	---	---
State Applications					
Alcoholic Beverage License	Per Application	\$265	\$351	\$80	\$80
Housing/Funding	Per Application	\$265	\$351	\$80	\$80
Miscellaneous Review:					
Authorization of True Work of Art	Each	\$1,517	\$315	---	---
Developer's or Annexation Agreement	Each	\$1,164	Actual Cost	\$3,500 ¹	\$3,500
Community Development District	Each	\$716	Actual Cost	---	---
Less than 2500 acres			---	\$6,700 ^{1,5}	\$6,700
2500 acres or more			---	\$15,000 ^{1,5}	\$15,000
Termination, Contraction, Expansion			---	\$1,500 ^{1,5}	---

Resubmittal (Upon 4th and Subsequent Submittal of Any DRC Request)	Per Submission	Original Price	Original Price	---	---
Resubmittal Fee (after initial application and 1 resubmittal)			---	50% of original ^{9,10}	\$225
Applicant Requested Continuance of an Advertised Request	Per Request	\$1,004	\$531	---	---
Notice Continuance	Per 10 Parcels	New	\$133	---	---
Appeal of Staff Decision	Per Appeal	\$1,977	\$1,016	---	\$1,200
Appeal to Planning Advisory Board or City Commission	Per Appeal	\$1,977	\$1,016	---	---
Insufficient Payment / Funds	Each	New	\$66	---	---
Noticing	Per 10 Parcels	New	\$133	---	---
Certified Mailing	Per Piece		---	\$5 ¹¹	---
First Class Mailing	Per Piece		---	\$2 ¹¹	---
Recording Fees	Each	New	Cost to City	---	---

1. Plus actual consultant cost to be passed on to applicant
2. For combination of annexation, small scale comprehensive plan amendment, and zoning map amendment with no changes, the fee will be \$700 per application for the combined amount of \$2,100
3. For combination of annexation, large scale comprehensive plan amendment, and zoning map amendment with no changes, the fee will be \$833.33 per application for the combined amount of \$2,500
4. 5 sheets or more, see Resubmittal Fee
5. Subject to changes in Florida Statutes Chapter 190
6. Collected by City Clerks office
7. An additional 5% fee is assessed for Building Review
8. An additional 5% fee is assessed for Floodplain Review
9. An additional \$150 fee is assessed for Building Review
10. An additional \$150 fee is assessed for Floodplain Review
11. Or cost to the City, whichever is greater
12. 1 to 4 sheets. 5 sheets or more, see Resubmittal fee
13. Plus if research requires more than 4 hours, then \$31 per hour after
14. Plus actual consultant fees plus after plan approval, 2.5% of the total improvement cost estimate for private components, and 4% of total improvement cost estimates for public components dedicated to the County for perpetual maintenance.

ITEM 7.C

Renewal of Contract between the City of Kissimmee, Downtown Kissimmee Community Redevelopment Agency, Vine Street Community Redevelopment Agency, and Freebee

Request

Request approval to renew the contract with Freebee for a microtransit service from March 2026 to March 2027 under Contract #20260100 at a cost of \$421,768.

Explanation

In September 2022, the City Commission voted to replace the fixed-route Kissimmee Circulator bus service with Freebee, a point-by-point microtransit service. This was triggered by the lack of success of the Kissimmee Circulator, whose ridership was far below anticipated at only 10,500 passengers in its final year, and the desire for a "last mile" service from the Kissimmee Intermodal Station to major employers and hot spots within a mile of the station. Following this approval, Freebee began service in Kissimmee on March 13, 2023.

The first year of the program saw massive growth in passenger numbers, with ridership increasing by almost 190% between 2023 and 2024. Table 1 below shows that growth between 2024 and 2025 wasn't as strong, but ridership remained consistent throughout the year. It is important to note that this report was finalized on December 17, 2025, and, based on daily trends, ridership in 2025 is likely to surpass 2024. Due to Freebee's continued success, staff is requesting that the Commission approve the contract renewal from March 2026 through March 2027.

It should also be highlighted that the Downtown Kissimmee Community Redevelopment Agency and the Vine Street Community Redevelopment Agency have been providing funding for the Freebee service, but were not included in previous contracts. However, since a bulk of the funding is coming from those agencies, they have been added as parties to the agreement.

Table 1. Freebee Passenger Data

Years of Service	2023	2024	2025*
Passengers	8,733	25,249	24,919

*Passengers from January 1, 2025, through December 17, 2025, the date this report was completed.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
00125103 503434		Decrease	\$41,755.00	\$41,755.00
10622203 503434		Decrease	\$257,799.00	\$257,799.00
10722203 503434		Decrease	\$128,900.00	\$128,900.00

Financial Summary:

City of Kissimmee

There is adequate funding budgeted for the Freebee contract. There is was a 2% cost increase from the previous year.

Recommendation

Approval to renew the Freebee service contract from March 2026 to March 2027.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services

Presenter:

Attachment(s):

1. Freebee Contract (S)

**AGREEMENT BETWEEN THE CITY OF KISSIMMEE,
DOWNTOWN KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY,
VINE STREET COMMUNITY REDEVELOPMENT AGENCY
AND BEEFREE, LLC D/B/A FREEBEE**

THIS AGREEMENT is made this 6th day of January, 2026 by and between the CITY OF KISSIMMEE, the DOWNTOWN KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY, and the VINE STREET COMMUNITY REDEVELOPMENT AGENCY, whose address is 101 Church Street, Kissimmee, Florida 34741, hereinafter referred to collectively as “**CITY**” and **BEEFREE, LLC D/B/A FREEBEE**, whose address is 371 NE 61st Street, Miami, Florida 33137, hereinafter referred to as “**CONTRACTOR**,” and each represents as follows:

WITNESSETH

WHEREAS, CITY is in the need of the professional services of CONTRACTOR to provide competitive pricing for the provision of in-city transportation services; 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, pursuant to 4.3.1.1 of the City’s Purchasing Code, the CITY may procure goods and services from bid or proposals from any government subdivisions when its in the best interest of the City of Kissimmee; and

WHEREAS, pursuant to a competitive bidding and selection process by the City of Plantation, a political subdivision of the State of Florida, awarded the bid to BEEFREE, LLC d/b/a Freebee; and

WHEREAS, the City of Plantation, Florida, as a Lead Public Agency, subsequently entered into Agreement No. 102-24 on May 02, 2025, which is attached hereto as **Exhibit “B”** and incorporated herein (hereinafter referred to as the “**MASTER AGREEMENT**”); and

WHEREAS, CITY has determined that the specifications in the Master Agreement are similar in nature to the services required by the CITY, and therefore it is economically advantageous and in the best interest of the CITY to enter into this Agreement with CONTRACTOR, who is certified and qualified to provide the necessary services required by CITY.

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:

SECTION 1. RECITALS. The foregoing recitals are true and correct and specifically incorporated herein.

SECTION 2. TERM. The term of this Agreement shall begin upon execution and continue through May 01, 2030, the date of expiration of the MASTER AGREEMENT. This Agreement may be extended if the MASTER AGREEMENT is extended.

SECTION 3. CONTRACT PROVISIONS. The Parties agree that the terms and conditions of the MASTER AGREEMENT entered into by the City of Orlando, Florida and CONTRACTOR are binding to the Parties, unless otherwise agreed to herein. The portions of the MASTER AGREEMENT not expressly modified by this Agreement shall have full force and effect upon the Parties hereto. As such, the following modifications to the Master Agreement shall apply:

- a. "City of Plantation" or "City" in the MASTER AGREEMENT shall refer to the City of Kissimmee.
- b. Exhibit "A" of the MASTER AGREEMENT, "Scope of Services" shall be rescinded and replaced in its entirety with the attached **Exhibit "A,"** attached hereto and incorporated by reference.
- c. Article 5, "Insurance" of the MASTER AGREEMENT shall be rescinded and replaced with the following insurance provisions: CONTRACTOR is required to submit to the CITY Certificates of Insurance naming the CITY of Kissimmee as an additional insured. During the term of this Agreement and any renewals, CONTRACTOR at their sole cost and expenses shall maintain insurance coverage as follows:
 - 1) **Workers Compensation:** CONTRACTOR will provide Worker's Compensation coverage for all of CONTRACTOR's employees at the site location and shall be in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation.
 - 2) **Comprehensive General Liability:** CONTRACTOR will provide coverage for all owned and non-owned vehicles utilized for the provision of services hereunder for limits of not less than \$1,000,000.00.
 - 3) **Comprehensive Automobile Liability:** CONTRACTOR will provide coverage for all owned and non-owned vehicles utilized for the provision of services hereunder for limits of not less than \$1,000,000.00.
 - 4) **Business Automobile Liability:** CONTRACTOR shall maintain Business Automobile Liability Insurance with a limit not less than \$1,000,000.00 each accident for owned, non-owned and hired automobiles utilized for the provision of services hereunder.
- d. Section 9, "General Provisions," Subsection A, "Delivery of Notices," is hereby amended to reflect the following CITY and CONTRACTOR representatives for purposes of Notice:

City:	Craig Holland
	Development Services Director
	City of Kissimmee, FL
	101 Church Street
	Kissimmee, FL 34741

Copy To: City Attorney's Office
City of Kissimmee, FL
101 Church Street
Kissimmee, FL 34741

Contractor: Beefree, LLC d/b/a Freebee
Attn: Jason Spiegel
371 NE 61st St
Miami, FL 33137

Copy to: Bradley F. Zappala, Esq.
407 Lincoln Road, PH SE
Miami Beach, FL 33139

SECTION 4. PUBLIC RECORDS.

CONTRACTOR acknowledges CITY's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, CONTRACTOR shall keep and maintain public records required by the CITY to perform the service.

- i. **If CONTRACTOR has questions regarding the application of Chapter 119, Florida Statutes, to CONTRACTOR's duty to provide public records relating to this Agreement, contact the Custodian of Public Records at 407-518-2308, cityclerkemail@kissimmee.gov and 101 Church Street, Kissimmee, Florida 34741.**
- ii. If CITY's Custodian of Records requests records from CONTRACTOR, CONTRACTOR shall provide the City's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost charged by CITY, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- iii. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the agreement if the CONTRACTOR does not transfer the records to CITY.
- iv. Upon completion of the contract, CONTRACTOR shall transfer, at no cost, to CITY all public records in possession of CONTRACTOR or keep and maintain public records required by CITY to perform the service for a period of four (4) years following completion of the contract. If CONTRACTOR transfers all public records to CITY upon completion of the Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public

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

- v. Upon notice to CONTRACTOR of a request to inspect or copy public records relating to CITY's agreement for services, CONTRACTOR shall provide the records to CITY or allow the records to be inspected or copied within a reasonable time.
- vi. If CONTRACTOR does not comply with CITY's request for records, such failure shall constitute a material breach and the Agreement shall terminate upon notice by the CITY.
- vii. If the CONTRACTOR fails to provide the public records to CITY within a reasonable time may be subject to penalties under Florida Statutes §119.1
- viii. Notwithstanding any of the foregoing, CITY shall maintain the confidentiality of any records or information that constitutes CONTRACTOR's trade secrets or proprietary information and is exempt from disclosure, pursuant to Section 815.045, Florida Statutes. In the event CITY determines that the exemption from disclosure does not apply or that it is required by law or court order to disclose any records which may contain CONTRACTOR's trade secrets or proprietary information, CITY will provide written notice to CONTRACTOR of its determination and the legal basis for its determination prior to disseminating or publicly disclosing such records.

SECTION 5. APPLICABLE LAW, VENUE, JURY TRIAL. The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Osceola County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

SECTION 6. MODIFICATION. The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the Parties. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 7. CONFLICT. To the extent that any conflict shall arise between this Agreement and the terms and conditions of the MASTER AGREEMENT, the terms and conditions of this Agreement shall prevail.

SECTION 8. FUND AVAILABILITY AND USE OF CONTRACTOR. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forego use of the CONTRACTOR for any project which may fall within the scope of services listed herein.

SECTION 9. EMPLOYMENT VERIFICATION (E-VERIFY). In accordance with Section 448.095, Florida Statutes, CONTRACTOR shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If CONTRACTOR enters into a contract with a subcontractor performing work or providing services on its behalf, CONTRACTOR shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify> .

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

SECTION 10. SOVEREIGN IMMUNITY. The CITY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of CITY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the CITY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

SECTION 11. JOINT AUTHORSHIP. This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

SECTION 12. EQUAL OPPORTUNITY EMPLOYER. CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 13. AUDITING, RECORDS, AND INSPECTION. In the performance of this Agreement, CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of CITY and shall be retained by CONTRACTOR for a period of three years after termination or completion of the Agreement, or until the full City audit is complete, whichever comes first. CITY shall retain the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act; Chapter 119, Florida Statutes. CITY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of CITY. CITY has the right to terminate this Agreement based upon its findings in this audit without regard to the termination provision set forth herein.

SECTION 14. PUBLIC EMERGENCIES. It is hereby made a part of this Agreement that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, the City of Kissimmee shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of Kissimmee are protected from any emergency situation that threatens public health and safety as determined by CITY. CONTRACTOR agrees to rent/sell/lease all goods and services to the CITY or governmental entities on a "first priority" basis. CITY expects to pay contractual prices for all products and/or services under this Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should CONTRACTOR provide CITY with products and/or services not under this Agreement, CITY expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency hurricane, tornado, flood, or other acts of God. CONTRACTOR's emergency response will be governed in accordance with the State of Florida Department of Management Services contract number 92121500-20-1, and the approved State of Florida Department of Management Services contract's emergency response bill rates.

SECTION 15. SCRUTINIZED COMPANIES CERTIFICATION. By signing this Agreement, CONTRACTOR 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. If CITY determines, using credible information available to the public, that CONTRACTOR has submitted false certification, CITY shall provide CONTRACTOR with written notice of its determination. CONTRACTOR shall have 90 days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. Failure to comply with this provision is a material breach of this Agreement, and CITY may choose to terminate the Agreement at its sole discretion.

SECTION 16. SEVERABILITY. In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

SECTION 17. INDEMNIFICATION. CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by CITY, caused by the acts and/or omissions of CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. CONTRACTOR agrees to indemnify, defend and hold CITY harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. Said indemnification, defense, and hold harmless actions shall not be limited by any insurance amounts required hereunder.

SECTION 18. TERMINATION. Either party may terminate this Agreement, with or without cause, given sixty (60) days written notice to the other party.

SECTION 19. ENTIRETY OF AGREEMENT. This Agreement, together with corresponding Exhibits and together with Master Agreement and RFP referenced herein and attached hereto, represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or verbal. In the event of a conflict between the provisions of this Agreement and either of the corresponding exhibits, the provisions of this Agreement control. Any prior understanding or representations of any kind preceding the date of this Agreement shall not be binding on either party except as incorporated herein.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this agreement effective the later of the dates that each party signed this agreement.

BEEFREE LLC, d/b/a FREEBEE

By: [Signature]

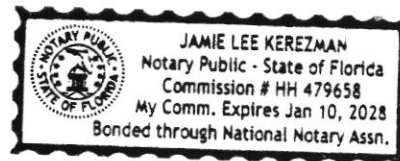
Title: Managing Partner

Date: December 17, 2025

STATE OF FLORIDA)
COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me this 17 day of December, 2025, by means of ☒ physical presence or ☐ online notarization, by Jason Spiegel as Managing Partner of Beefree LLC, d/b/a Freebee, 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.

[Signature]
Notary Public



CITY OF KISSIMMEE

Jackie Espinosa, Mayor-Commissioner

Date:_____

**DOWNTOWN KISSIMMEE COMMUNITY
REDEVELOPMENT AGENCY**

Jackie Espinosa, Chairwoman

Date:_____

**VINE STREET COMMUNITY REDEVELOPMENT
AGENCY**

Jackie Espinosa, Chairwoman

Date:_____

ATTEST:

Tameara Crespo, City Clerk

Approved as to form and legal sufficiency:

Olga Sanchez de Fuentes, City Attorney

EXHIBIT A
CITY OF KISSIMMEE
SCOPE OF SERVICES

EXHIBIT "A"

BEEFREE, LLC d/b/a FREEBEE

"RATES AND SERVICES ADDENDUM"

(Rates and Services Addendum for "Freebee" Transportation Services)

This Rates and Services Addendum ("Addendum") supplements the Agreement between BEEFREE, LLC d/b/a FREEBEE ("FREEBEE") and CITY OF KISSIMMEE, the DOWNTOWN KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY, and the VINE STREET COMMUNITY REDEVELOPMENT AGENCY, hereinafter "CITY" made and entered into 6th day of January, 2026 (the "Agreement"). This Addendum is subordinate to, and fully incorporates the terms and conditions of the Agreement, unless expressly stated otherwise herein. In consideration of the promises and covenants contained herein, and for good and valuable consideration, FREEBEE and CITY (collectively, the "Parties"), intending to be legally bound, hereby agree as follows:

1. Term. The term for the performance of services set forth under this Addendum shall commence upon delivery and deployment of the vehicles within the CITY as set forth in Section 2 below but no later than on a date mutually agreed upon by the Parties, and shall remain in full force and effect for twelve (12) months from March 5, 2026 (the "Term"), unless terminated earlier pursuant to any additional clause(s) in this Agreement. –The Term shall be in effect for a twelve (12) month period pending the renewal of the Master Agreement by the City of Aventura.
2. Services. This Addendum is limited in scope to the following services (the "Services"), which FREEBEE agrees to provide to CITY at the rates specified herein (the "Rates"):
 - a) FREEBEE will provide four (4) "Freebee" vehicles dedicated to CITY (the "Vehicles") for the duration of the Term. Three Vehicles dedicated to CITY will be Tesla vehicles and one Vehicle will be a wheelchair-accessible van. Beyond those identified Vehicles, FREEBEE will otherwise use its best efforts to remain in compliance with all Americans with Disabilities Act ("ADA") requirements as they may pertain to vehicle brands and types. FREEBEE shall be responsible for providing appropriate training to its drivers of wheelchair accessible Vehicle(s), including but not limited to, training as to the operation of the ramping system and securing of wheelchairs.
 - b) FREEBEE will utilize the Ride Freebee mobile app to provide free advertising opportunities for local businesses.
 - c) With the exception of the wheelchair-accessible van, which shall operate as needed to accommodate passenger requests, FREEBEE will operate the Vehicles within the CITY's designated service area at all times during CITY's operating hours (weather and conditions permitting) as reflected in Section 5 below, with the exception of a forty-five (45) minute daily meal break afforded to Freebee drivers. During driver meal breaks, at least one (1) Vehicle will be in operation and FREEBEE will try to limit breaks to downtimes in service. FREEBEE agrees that, to the extent feasible, at all times during CITY's operating hours, a wheelchair-accessible vehicle will be available to accommodate passengers upon request, and FREEBEE will operate the ramping system and secure any wheelchairs to the Vehicle should such an accommodation be requested.
 - d) Prior to commencement of the Term, FREEBEE will provide CITY with at minimum, one (1) fast charger for charging the Vehicles. The fast charger will be retained as FREEBEE's private property but will be available for use by CITY for purposes of charging the Vehicles throughout the duration of this

Agreement. At the conclusion of the Term, FREEBEE shall be entitled to retake possession of the fast charger- FREEBEE shall be solely responsible for costs and expenses associated with installing and maintaining any and all charging equipment necessary for operation of the Vehicles.

- e) FREEBEE will assist CITY in developing a marketing plan to encourage Vehicle ridership.
- f) Beginning in the second month of the Term and continuing each month thereafter, FREEBEE will provide CITY with a monthly report showing data and analytics related to ridership for the preceding month(s). FREEBEE will provide these reports within ten (10) business days of the last day of each month, unless another time frame is agreed upon by the Parties.
- g) FREEBEE agrees that any questions, complaints, or concerns reported to FREEBEE (through its drivers or otherwise) regarding ADA issues will be reported to the CITY within one (1) business day.
- h) CITY will provide four (4) dedicated parking spaces within the designated service area for charging and storage of Vehicles at no cost to FREEBEE. CITY shall further ensure that FREEBEE is permitted to install and utilize the fast charger in proximity to the parking spaces in order to efficiently charge the Vehicles.

3. Rates. As consideration for the services listed above, CITY shall pay FREEBEE at the following rates:

- a) The total charge for the services provided under this Addendum shall not exceed payment for the services to be provided under this Addendum shall not exceed four hundred twenty-one thousand seven hundred and sixty-eight dollars \$421,768, with the stipulation that a portion of that outstanding balance may be paid out of advertising revenue, as further described below in Section 5(d).
- b) The breakdown for the service charges are as follows:
 - i Three Tesla Vehicles;
 - ii Operating Hours: Monday through Friday from 6:00 AM to 9:00 PM;
 - iii Seventy (70) hours per week of operation for each Vehicle in the fleet (weather and conditions permitting);
 - iv Wheelchair Accessible Van shall not have minimum hours requirement but shall be available upon request and on an as-needed basis during regular operating hours.

4. Payment Terms. CITY agrees to pay for the services rendered in monthly installments, as follows:

- a) Twelve (12) payments of approximately \$35,147.33 per month, payable on or before the 5th of each month, beginning upon delivery and deployment of the Vehicles as set forth in Section 2 above.
- b) The first payment shall be delivered to FREEBEE immediately after City Commission approval and execution of the Agreement, which shall be applied towards the anticipated first month of service to the CITY.

5 Additional Terms-

- a) FREEBEE will operate the Vehicles in CITY's designated service area map as delineated in this Exhibit. This service area may be modified or revised revision upon mutual, written consent of the Parties.
- b) Should state and local law permit FREEBEE to sell advertising space on the Vehicles, and provided FREEBEE is able to sell such advertising space, FREEBEE may enter into separate agreements with advertisers for the placement of advertising on the Vehicles. All advertising shall be subject to CITY's approval prior to its placement on the Vehicles. Any advertising

revenue generated from the sale of advertising on the Vehicles during the Term shall be divided equally between FREEBEE and CITY, with each entitled to 50% of advertising revenue that is generated and actually received. CITY shall be permitted to apply its share of said revenue, if any, towards its monthly payment to FREEBEE for services rendered. Nothing in this section shall not be interpreted as an obligation on FREEBEE to sell any advertising space or generate any revenue by selling advertising on the Vehicles, and CITY hereby expressly acknowledges that no such obligation has been created by enacting this Section.

EXHIBIT B
MASTER AGREEMENT
BETWEEN CITY OF PLANTATION & FREEBEE

CITY OF PLANTATION



AGREEMENT

Between

THE CITY OF PLANTATION

AND

BEEFREE, LLC D/B/A FREEBEE

For

MICRO TRANSIT PROGRAM – TERM CONTRACT

AGREEMENT NO. 102-24

AGREEMENT

**Agreement
By and Between
City of Plantation
&
Beefree, LLC d/b/a Freebee
for
Micro Transit Program- Term Contract
Agreement No. 102-24**

1. PARTIES AND DATE.

This Agreement (“Agreement”) is made and entered into this 2 day of May, 2025 by and between the CITY OF PLANTATION, a Florida Municipal Corporation with its principal place of business at 400 NW 73 AVENUE PLANTATION, FL 33317, (“City”) and BEEFREE, LLC D/B/A FREEBEE, a Florida Limited Liability Company with its principal place of business at 371 NE 61st STREET, MIAMI, FL 33137 (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Contractor.

The Contractor shall provide Micro Transit Services to the City as set forth in the terms and conditions in this Agreement. The Contractor represents that it is experienced in providing Micro Transit Services as further defined herein, is licensed and authorized to do business in the State of Florida, and is familiar with the requirements of the City.

2.2 Services

The Contractor’s responsibility under this Agreement is for Micro Transit Services as set forth on the Agreement and as further detailed in **Exhibit “A”**-Scope of Services. The Contractor represents and warrants that it is able to satisfactorily provide the service according to the Scope of Services, which are incorporated herein by reference as **Exhibit “A”**.

The following Exhibits referenced herein are hereby incorporated into this Agreement- **Exhibit “A”** Scope of Services (written by the City) and Approach (provided by Contractor), **Exhibit “B”** Rates/Costs/Pricing, **Exhibit “C”** documentation required by the City submitted by the Contractor during the solicitation period prior to Notice of Award, **Exhibit “D”** Insurance Requirements, **Exhibit “E”** Acknowledge Addendum.

2.3 Procurement

The City of Plantation sought sealed proposals pursuant to Sec. 2-220(b) and 2-226(c) of the City’s Code of Ordinance.

AGREEMENT

3. TERMS.

3.1 Term.

A. The initial agreement period shall be for five (5) years, commencing May 2, 2025 and expiring on May 1, 2030. In addition, the City reserves the right to extend this Agreement for two (2) additional (3) year periods, provided the Contractor also agrees in writing to extension upon such terms (to include prices/rates and fees) as the City and Contractor agree. Prices shall remain firm and fixed for the initial term of the Agreement. Lastly, if the City is satisfied with services provided by Contractor, this Agreement may be extended for additional one (1) year periods following the final three (3) extension, provided the Contractor also agrees in writing to extension upon such terms (to include prices/rates and fees) as the City and Contractor agree.

4. RESPONSIBILITIES OF CONTRACTOR.

A. Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor shall determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the Term. Any additional personnel performing the Services on behalf of Contractor shall also not be employees of City and shall at all times be under the Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services and as required by law. Contractor shall be responsible for all applicable reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

B. Control and Payment of Subcontractors. All work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier, which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of this Agreement for the benefit of the City. The Contractor shall be responsible for the payments to any such Subcontractors, including any professional fees, or Suppliers and additional costs within 14 calendar days of City's payment to Contractor. The City shall not be responsible for any payments to Subcontractors or Suppliers. The City shall not be billed directly or indirectly for any professional fees or additional costs of the Subcontractors for the Project.

C. Schedule of Services. Contractor shall perform the Services expeditiously, within the Term, and in accordance with the Scope of Services set forth in **Exhibit "A"**. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate the Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Scope of Services.

D. Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City, which shall not unreasonable be withheld.

AGREEMENT

E. Contractor's Representative. Subject to Contractor's right to delegate an alternative representative upon reasonable prior notice to City, the Contractor's representative during the performance of this Agreement shall be:

- Jason Spiegel, Managing Director
 - o Phone Number: (305)330-9450
 - Email: Jason@ridefreebee.com

F. Substitution of Key Personnel. Contractor has represented to City that certain key personnel will perform and coordinate the Services. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Contractor at the request of the City, except to the extent Contractor determines that compliance with such a request of the City would violate any applicable laws.

G. Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, Contractors, and other staff at all reasonable times.

H. Standard of Care; Performance of Employees. Contractor shall perform all Services in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of Florida. Contractor represents and warrants that it is skilled in the professional calling necessary to perform the Services. Contractor represents and warrants that all employees and Subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents and warrants that it, its employees, and Subcontractors have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the Term. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its Subcontractor who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project. Notwithstanding the foregoing, if Contractor determines in good faith that any determination by the City which would require the removal of an employee from the Project is based on unlawful grounds or would result in the violation of any labor and employment laws or regulations, Contractor shall advise the City of its belief and the grounds therefore and shall only be obligated to comply with the foregoing provision to the extent that Contractor, in its sole discretion, determines is permitted by applicable laws.

I. Excusable Delays. Neither Party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the Party or Parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, pandemics, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a Party. Notwithstanding the foregoing, the City shall have no obligation to compensate Contractor for any

AGREEMENT

Service that Contractor fails to perform, or otherwise has not performed, nor shall Contractor have the obligation to continue performing the Services if the City's excusable delay in meeting its payment obligations continues for more than sixty (60) days. Additionally, either Party may terminate this Agreement with immediate effect upon written notice to the other Party where an excusable delay lasts longer than ninety (90) days. Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligation of this Agreement.

J. Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, and shall give all notices required by law. Contractor warrants that it shall perform the Services in compliance with all applicable Federal and Florida employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Contractor shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Contractor's performance under this Agreement, except to the extent attributable to the negligence or intentional misconduct of the City and/or City's employees. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations, except to the extent attributable to the negligence or intentional misconduct of the City and/or City's employees.

K. Equal Opportunity Employment. Contractor represents and warrants that it is an equal opportunity employer and it shall not discriminate against any Subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

L. Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Upon reasonable prior notice, Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement, except to the extent such records constitute Contractor's proprietary information and/or trade secrets. Contractor shall allow inspection of all work, data, documents, proceedings, and activities exclusively created pursuant to this Agreement for a period of 3 years from the date of final payment under this Agreement, except to the extent such records constitute Contractor's proprietary information and/or trade secrets.

AGREEMENT

5. INSURANCE.

A. Time for Compliance. Contractor shall not commence Services until it has provided evidence satisfactory to the City that it has secured all insurance pursuant to **Exhibit “D”**. In addition, Contractor shall not allow any Subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the Subcontractor has secured all insurance pursuant to **Exhibit “D”**.

6. PAYMENTS.

A. The Contractor will bill/invoice the City by the 10th day of each month for services rendered to the minute during the prior month at the hourly rates listed in **Exhibit “B”**. If Contractor does not provide all of the scheduled hours for a day, partial hours will be prorated at the hourly rates listed in **Exhibit “B”**. The City hereby agrees to pay Contractor for the faithful performance of this Agreement, for services rendered in accordance with **Exhibit “A”**.

The Contractor shall submit invoices to:

City of Plantation
Attn: Administration
400 NW 73rd Avenue
Plantation, FL 33317

Invoice must minimally include the following information:

- Each day of service shall identify the date of service;
- Start time to the minute for each vehicle;
- End time to the minute for each vehicle;
- Rate for each vehicle;
- The total number of hours per type of vehicle for that day.
- The invoice must identify whether the vehicle was working “Scheduled” hours or “Flexible” hours.
- The invoice and backup must also include the total number of hours for each type of vehicle for the month
- The resulting monthly billing for that type of vehicle, and
- The total amount of billing for all types of vehicles by vehicle style and by “Scheduled” and “Flexible” per **Exhibit “B”**.

B. Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

C. Extra Work. If the City requires extra work, services or materials not delineated in this Agreement but within the general Scope of Work/Service, the Contractor shall submit a detailed written proposal to the authorized City representative. If the proposal is approved, the Contractor shall receive authorization to proceed by receipt of a purchase order or amendment incorporating Contractors proposal. As used herein, “Extra Work” means any work which is determined by City to be necessary for the Project/Services, but which the Parties did not reasonably anticipate would be necessary at the time of execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from the City.

AGREEMENT

7. TERMINATION OF AGREEMENT.

A. For Convenience. After the first year of the Term, City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least 60 calendar days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause. The City may terminate this Agreement for convenience even if Contractor avails itself of the Dispute Resolution process set forth below in subsection 9C.

B. For Cause. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and with cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least 21 calendar days before the effective date of such termination, with an opportunity to cure any breach prior to the effective date of any termination for cause. The Contractor may not terminate this Agreement except upon a breach by the City, which is not cured upon 21 calendar days' notice to City. In case of the Contractor's termination for cause, the Contractor shall be paid for Services satisfactorily provided to such termination date, less any setoffs or adjustments City may claim arising out of the Contractor's breach, the remaining unperformed parts of this Agreement, and for that portion (if any) of the Contractor's performance which is unsatisfactory (the intent being that the Contractor be paid what is just and equitable compensation for the Contractors' performance of Services rendered to the satisfaction of the City). Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Should the Contractor avail itself of the Dispute Resolution process set forth below in subsection 9C, then the City may not terminate this Agreement for Cause until the conclusion of the Dispute Resolution process.

C. Mutual Termination. This Agreement may also be terminated by mutual written agreement at any time and under any terms.

D. Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services, with the exception of any documents and data which contain Contractor's proprietary information or trade secrets. Contractor shall be required to provide such documents and other information within 21 calendar days of the request.

E. Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, Services similar to those terminated.

8. OWNERSHIP OF MATERIALS AND CONFIDENTIALITY.

A. Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive license for the duration of the Term City to use any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data in any form, which are prepared or caused to be prepared by Contractor exclusively in connection with this Agreement, and which expressly exclude Contractor's proprietary information and/or trade secrets ("Documents & Data"). All

AGREEMENT

Documents & Data shall be and remains the property of Contractor.

B. Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Contractor shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Contractor's seal from the Documents & Data. Contractor shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Contractor shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Contractor, a party for whom the Contractor is legally responsible or liable, or anyone approved by the Contractor.

C. Indemnification. Contractor shall defend, indemnify and hold the City, its, officials, officers, employees, volunteers, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City the Documents & Data, including any method, process, product, or concept specified or depicted, except to the extent attributable to the acts or omissions of the City its officials, officers, employees, volunteers, and agents. This subparagraph shall survive termination or expiration of this Agreement.

9. GENERAL PROVISIONS.

A. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address (physical or electronic) as the respective Parties may provide in writing for this purpose:

Contractor:

Jason Spiegel, Managing Director
Beefree, LLC d/b/a/Freebee
371 NE 61st Street
Miami, FL 33127
Email: Jason@ridefreebee.com

With copies to:
Bradley F. Zappala, Esq.
Switkes & Zappala, P.A.
407 Lincoln Road, PH SE
Miami Beach, FL 33139
bzappala@switkeslaw.com

AGREEMENT

City:

Mayor
400 NW 73rd Avenue
Plantation, FL 33317

With copies to:
Chief Administrative Officer
400 NW 73rd Avenue
Plantation, FL 33317

Procurement Director
400 NW 73rd Avenue
Plantation, FL 33317

Kerry L. Ezrol, City Attorney
Goren Cherof, Doody & Ezrol, P.A.
3099 E Commercial Blvd., Ste. 200
Fort Lauderdale, FL 33308

Such notice shall be deemed made when personally delivered, or, if mailed, 48 hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address, or delivered to such electronic mail address provided by the Parties for service of notices under this subsection when receipt is acknowledged by electronic written response by the receiving Party.

B. Indemnification.

i. Scope of Indemnity. Except to the extent attributable to the acts or omissions of the Indemnified Parties, Contractor shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, reasonable fees, judgments, losses and damages (collectively, "Claims"), whether or not a lawsuit is filed, including, but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and reasonable attorneys' and experts' fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly. The performance of this Agreement (including any amendments thereto) by Contractor, its employees, agents, representatives or subcontractors; or (ii) The failure of Contractor, its employees, agents, representatives or subcontractors to comply and conform with applicable Laws (as defined herein); or (iii) Any negligent act or omission of the Contractor, its employees, agents, representatives, or subcontractors; or (iv) Any reckless or intentional wrongful act or omission of the Contractor, its employees, agents, representatives, or subcontractors; or (v) Contractor's failure to maintain, preserve, retain, produce, or protect records in accordance with this Agreement and applicable Laws (including but not limited to Florida laws regarding public records).

ii. Additional Indemnity Obligations. A Party's indemnification obligations are conditioned on the indemnified party: (a) promptly giving written notice of the Claim to the indemnifying party; (b) giving the indemnifying Party control of the defense and settlement of the Claim; and (c) providing to the indemnifying party all reasonably available

AGREEMENT

information and assistance resulting from the Claim, at the indemnifying party's request and expense. The indemnified party may participate in the defense or settlement of the Claim, at the indemnified party's sole expense (not subject to reimbursement). Neither Party may settle or enter into any defense of any claim that includes a financial or specific performance obligation on, or admission of liability by, the Party against whom the claim is brought without that Party's prior written consent. Neither Party may admit liability for or consent to any judgment or concede or settle or compromise any Claim unless that admission or concession or settlement or compromise includes a full and unconditional release of the other Party from all liabilities in respect of the Claim.

iii. Nothing contained herein is intended nor shall it be construed to waive the City's rights and immunities under the common law or Florida Statute §768.28 as amended from time to time. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist in the City's favor. In no event shall City be liable to Contractor for punitive or exemplary damages or for lost profits or consequential damages.

iv. The provisions of these paragraph(s) are independent of, and will not be limited by, any insurance required to be obtained by Contractor pursuant to this Agreement or otherwise obtained by Contractor, and the provisions of these paragraphs survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

C. Dispute Resolution

i. In the event that any dispute between the City and the Contractor concerning questions or issues arising under this Agreement that have not been resolved, a request for dispute resolution shall be submitted by the Contractor to the City for determination. Request for such determination shall be made in writing. The City's decision may be reached in accordance with assistance, as it may deem reasonably necessary or desirable. The City's decision shall be rendered in writing no more than 30 calendar days after receipt of a fully documented (to the extent that such documents are within the control of the Contractor) request for a determination. The decision shall be conclusive, final, and binding on all Parties, unless the Contractor shall seek a judicial determination in accordance with the provisions set forth below in subsection 9D.

D. Governing Law; Judicial Review; Venue. This Agreement shall be governed by the laws of the State of Florida and venue shall be in Broward County without regard to its conflicts of law. The Parties hereby agree that in the event of any litigation between them, such proceeding shall be brought exclusively in the courts of the State of Florida, County of Broward or the Federal District Court with subject matter jurisdiction and encompassing the County of Broward, Florida. Each Party hereby irrevocably consents and submits to the jurisdiction of, and venue in, the aforementioned courts, and further waives any claim that a proceeding brought therein has been brought in an inconvenient forum. To the extent not prohibited by applicable law that cannot be waived, the City and Contractor hereby waive, and covenant that they will not assert (whether as plaintiff, defendant or otherwise), any right to trial by jury in any action arising in whole or in part under or in connection with this Agreement, whether now existing or hereafter arising, and whether sounding in contract, tort or otherwise.

AGREEMENT

- E. Time of Essence. Time is of the essence for each and every provision of this Agreement.
- F. City's Right to Employ Other Contractors. City reserves right employ other contractors in connection with this Project. Successors and Assigns.
- G. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.
- H. Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City, which shall not be unreasonably withheld. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. For purposes of this Agreement, any change of majority ownership of Contractor shall not constitute an assignment which requires City approval.
- I. Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and SubContractors of Contractor, except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.
- J. Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- K. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.
- L. No Third-Party Beneficiaries. Except to the extent expressly provided for in this subsection, there are no intended third-party beneficiaries of any right or obligation assumed by the Parties. The City has three dependent districts (Plantation Midtown Development District, Plantation Gateway, and the City of Plantation Community Redevelopment Agency) hereinafter "Districts", all of which have the power to execute contracts, and all of which are served by City personnel for the purpose of Administration. Such Districts shall be intended third Party beneficiaries and shall be able to enforce the terms hereof for any Serves provided on behalf of the Districts.
- M. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- N. Prohibited Interests. The Contractor warrants and represents that no elected official, officer, agent or employee of the City has a financial interest directly or indirectly in this Agreement or the compensation to be paid under it, and further, that no City employee who acts in the City as a "purchasing agent" as defined by §112.312(20), Florida Statutes, as amended, nor any elected or appointed officer of the City, nor any spouse or child of such purchasing agent employee

AGREEMENT

or elected or appointed officer, is a partner, officer, director, or proprietor of the Contractors, and further, that no such City employee purchasing agent, City elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the Contractors. Material interest means direct or indirect ownership of more than Five Percent (5%) of the total assets or capital stock of the Contractors.

O. Conflicts of Interest. Contractor covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with City. Contractor further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed, any such interests, on the part of Contractor or its employees, must be disclosed in writing to City. Contractor is aware of the conflict of interest laws of the State of Florida, Chapter 112, Florida Statutes, as amended, and agrees that it will fully comply in all respects with the terms of said laws. Contractor warrants that it has not employed or retained any person employed by City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay, any public official or person employed by City any fee, commission, percentage, brokerage fee or gift of any kind, contingent upon or resulting from the award of this privilege.

P. Convicted Vendor List. Contractor represents to City that it is not a person or affiliate as defined in §287.133, Florida Statutes, as amended, which has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime. Contractor acknowledges and agrees that it may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the City for the construction or repair of any public building or public work, may not submit bids on leases of real property with the City, may not be awarded an opportunity to perform work as a Contractor, supplier, SubContractor or Contractor under a contract with the City, and may not transact business with the City in an amount set forth in §287.017, Florida Statutes, as amended, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

Q. Contract Utilization Clause. The parties agree that, subject to Contractor's agreement, other governmental entities shall be permitted to access and utilize the terms, conditions, and pricing set forth in this Agreement as third-party beneficiaries. Any such governmental entity may enter into its own contract with Contractor based on the terms, conditions, and pricing of this Agreement, subject to any applicable modifications or negotiations between the governmental entity and Contractor. The City of Plantation shall not be responsible for any obligations, performance, or liabilities associated with contracts entered into by other governmental entities pursuant to this clause.

R. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

S. Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

T. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

AGREEMENT

U. Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties

THIS SECTION WAS INTENTIONALLY LEFT BLANK

AGREEMENT

Signed, Sealed in the presence of:

BEEFREE, LLC D/B/A FREEBEE
a Florida Limited Liability Company

By: [Signature]
Jason Spiegel, Managing Director

Witness: [Signature]
John Janusz
Typed name of Witness

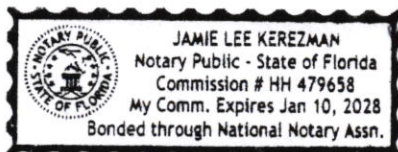
Witness: [Signature]
Miguel Mirandes
Typed name of Witness

STATE OF FLORIDA

COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 4/25/25 (date) by Jason Spiegel, as Managing Director of Beefree, LLC d/b/a Freebee, a Florida Limited Liability Company, on behalf of the company. They are personally known to me or who has produced Florida Drivers (type of identification) as identification.

My commission expires:



[Signature]
NOTARY PUBLIC

EXHIBIT “A”
(Scope of Services/Technical Specifications)

SCOPE OF SERVICES

NATURE OF SERVICES REQUIRED

I. INTRODUCTION

The City of Plantation (CITY) is issuing a Request for Sealed Proposals (RFSPs) from independent, qualified and experienced licensed firms and/or individuals who can provide a Micro Transit Program.

The CITY seeks to introduce an on-demand transportation service as a pilot program in the Midtown District and, if successful, to expand service into other areas of the CITY (as outlined in Exhibit A). Timing and areas of service expansion will be determined by the CITY.

The pilot program will include short distance, door-to-door electric transportation within the service area boundary to any other point within the service area boundary, and is available to the user upon demand. The intent is to provide first and last mile connectivity to other forms of mass transit, which would take cars off the road, minimize single occupancy vehicles within communities and help free up parking.

All vehicles will be electric and must meet the Federal Motor Vehicle Safety Standard (FMVSS) and supply state-of-the-art charging equipment. There must always be at least one vehicle available which is ADA compliant.

II. GENERAL INFORMATION AND BACKGROUND

The CITY is a municipal corporation of the State of Florida with an approximate population of 93,000. Located in the center of Broward County, the City offers unparalleled quality of life that brings residents and businesses to the community. Plantation has a Strong Mayor form of government. The Mayor is responsible for the execution of the City Council's established and adopted policies. The City Council consists of five (5) Councilmembers elected citywide.

The City of Plantation is a full-service municipality, providing services to its residential and business communities through its Administration, Building, Financial Services, Information Technology, Engineering, Fire/EMS, Library, Office of the City Clerk, Parks and Recreation, Human Resources, Planning Zoning & Economic Development, Police, Public Works, Procurement, and Utility departments. The City employs over 900 full time, part time and will call employees.

The intent of this RFSP is to establish a contract to implement point-to-point transportation services ("Program") that will provide CITY residents, visitors and business employees ("Riders") with convenient and efficient transportation options. All vehicles will be electric and must meet Federal Motor Vehicle Safety Standards and CONTRACTOR must supply state-of-the-art charging equipment. Program should be hospitality oriented and may include supplementary hours/operations during special events requiring additional vehicles, personnel and resources. The CONTRACTOR must provide its own mobile phone application in which the user will be able to locate his or her position in the queue and request a vehicle pickup. The CONTRACTOR should

SCOPE OF SERVICES

also provide a dedicated telephone number that can be utilized to request a vehicle pickup. An ADA compliant vehicle must be available at all times.

System should be operational within one hundred twenty days (120) from issuance of Notice to Proceed.

III. SOLICITATION'S INTENT AND GENERAL EXPECTATIONS

Through implementation of the Program, the CITY desire to meet, at the minimum, the following objectives:

- a. Operate a demand-response system throughout the boundaries of the service area indicated in the map attached as Exhibit A.
- b. Provide the flexibility to scale up and down the fleet of vehicles, modify hours of operation, allocate additional hours, and/or permanently modify the type of vehicle to a larger van, if needed, with sufficient notice to procure the vehicle based on monthly, weekly, daily, and hourly fluctuations in demand in order to achieve the maximum level of service.
- c. Provide a safe and pleasing passenger experience with capable, qualified, and courteous drivers that will serve as community ambassadors.
- d. Feature a mobile phone application with which the user will be able to locate his or her position and flag a proximate, available vehicle to make the pickup. The mobile phone application should be available from both the Apple Store and the Google Play Store (e.g. available for both iPhone and Android devices). Although a fee for service is not envisioned for the pilot phase, the app should have the ability to work with a secure credit card payment system. Similarly, the app should be able to accommodate discount or promo codes.

A dedicated telephone line for ordering a ride should also be available.

- e. Have the capability to provide data captured from the mobile phone app which includes but is not limited to, number of users, destinations, average wait times, and user peak times, cancellations and declined pickups/trips.
- f. Cut down the time residents, workers and visitors spend in their vehicles circling and idling in hopes of finding parking adjacent to their destination.
- g. Allow users to get to their destination within the service area without the need to drive, park or even own a personal vehicle.
- h. Reduce traffic and vehicle emissions in the Program area.
- i. Support local businesses.

The response from qualified firms must include:

- Full description of the Firm, including size, range of activities.
- Proposal responsive to the CITY's expectations.
- Description of the micro transit ride share management team and each member's experience.
- State, local and/or national government client references.

SCOPE OF SERVICES

- A work plan with the timeline to complete the deliverables outlined in section IV below.
- Years of operation as a provider of micro transit and on demand transportation services.
- Cost schedule (indicate hourly rates for each vehicle and operator, hours expected, and total project cost)
- Complete list of all subcontractors' names, resumes and references for experience in similar services of this nature. Contractor assumes all responsibility for ensuring compliance of subcontractors with contract provisions including indemnification and hold harmless, use of sub-contractors is subject to approval by the CITY.
- Complete list of specifications for each large and small vehicle which will be assigned to this project including make, model and seating capacity.

Firm or project team must meet the following requirements:

- Experience and current knowledge of all aspects of operating and managing a Micro Transit Program.
- Current knowledge of various compliance requirements and industry licensing for this service.
- Knowledge of potential upcoming legal or industry requirements impacting Micro Transit, Ride Share and or On Demand Transportation.
- Ability to provide detailed reports for this service.
- Contractor shall obtain, pay for, and post as needed, all permits and licenses necessary to complete this project. Contractor and subcontractors must maintain current licenses as required.

IV. SCOPE OF WORK AND DELIVERABLES

Service Parameters for Point-to-Point Transportation Services

The use of environmentally friendly (electric) vehicles that meet the FMVSS and supply state-of-the-art charging equipment is required. The vehicles used throughout the term of the contract must be consistent and identifiable with Program branding. The criteria below constitute the CITY's service parameters for the Program:

- a. The Program will serve the CITY's residents, guests and commuters by providing on-demand rides to work, shopping, restaurants, events, and for various appointments within the boundaries of the service area.
- b. All trips must begin and end within the identified service area (see map attached as Exhibit A). Any changes in the service area shall be in writing and mutually agreed upon.
- c. The pilot Program shall be free to users. Tipping is allowed but cannot be solicited by the driver. Tipping jars, or anything that implies tipping is required or encouraged, is strictly prohibited.
- d. Service must be provided in fully-electric vehicles that are on-call via a mobile phone application, phone number or ride-hailing.

SCOPE OF SERVICES

- e. The CONTRACTOR will identify locations for charging stations and the CITY will cooperate as necessary. Charging station equipment installation, and maintenance will be provided by the CONTRACTOR. It is the desire of the CITY that any charging stations located on CITY property shall be made available for use by CITY employees or others during hours when not in use by CONTRACTOR. "Exhibit C" reflects the suggested area for charging stations at the CITY.
- f. Overnight vehicle parking: CONTRACTOR will secure a space to store vehicles at night, when not in service or charging. If vehicles are stored/charged on CITY property, the CITY is not liable for theft or damage that may occur.
- g. All vehicles utilized will be FMVSS and all charging equipment shall be state-of-the-art. At least one ADA compliant vehicle must be available during hours of operation.
- h. After requesting a ride, patrons must be picked up promptly and safely delivered to their destination, with a reminder to use the app again for subsequent trips back to their point of origin or another destination.
- i. CONTRACTOR shall provide a mobile phone application for requesting rides compatible with both Android and iPhone.
- j. When requesting a ride, via mobile phone application or telephone, riders shall be provided with an estimated time of arrival based on driver availability.
- k. CONTRACTOR shall collect ridership data via app, manual counts when phone calls or rider-hailing. Additionally, CONTRACTOR will maintain accurate and complete records of the service and submit monthly, quarterly and yearly reports to the CITY. Reports to the CITY shall include, but are not limited to, hourly, daily, weekly, and monthly ridership data, wait times, locations from which riders are picked up and addresses of drop-off, complaints, mileage, driver's names and suspensions, type of vehicle, number of service hours per vehicle, type of rate, cancellations and/or declined trips and accidents.
- l. When drivers use the mobile phone application to respond to ride requests, the drivers' app must be able to organize ride requests in a queue format, allowing for multiple rides to be assigned to one driver.
- m. CONTRACTOR must include at least one ADA vehicle as part of the fleet.
- n. CONTRACTOR shall provide professional, experienced, well-groomed hospitality-oriented personnel and resources to communicate engagingly with riders while answering their questions. Drivers will serve as ambassadors for the CITY. Qualified drivers must be screened, hired and trained by CONTRACTOR, with satisfactory background checks. Hiring local drivers that are bilingual is preferred.
- o. Drivers will undergo any training deemed necessary by the CITY. CONTRACTOR shall provide the CITY with background checks on all drivers. Background check shall include driving records, criminal checks and employment references, conduct initial drug testing, and provide a training program for newly hired drivers. CONTRACTOR shall not hire any person who has been convicted or pled guilty to driving under the influence of drugs or alcohol as a misdemeanor in any state. CONTRACTOR will not hire a driver with more than three (3) infractions relating to driving a motorized vehicle within the previous 24 months. CONTRACTOR shall review each driver's driving and

SCOPE OF SERVICES

criminal records at least annually. CITY shall have the right to reject or approve all drivers in its sole and absolute discretion. All drivers must have a valid Florida Driver's licenses(s) and adhere to all CITY, county, and state traffic and driving laws.

- p. Drivers must wear a name tag. CONTRACTOR's company uniform is preferred. CONTRACTOR shall prohibit drivers from texting or using smartphones, or other mobile devices, eating, drinking, wearing headphones, and engaging in any activity that may cause the driver to become distracted while driving the vehicle. CITY and CONTRACTOR acknowledge and agree that drivers will be permitted to wear Bluetooth enabled device or similar technology to provide for delivery of services and that drivers may use smart phones mounted to the dashboard or windshield of the vehicles only in accordance with laws governing such devices.
- q. CONTRACTOR must require all persons using the Program to comply with applicable local, state and federal laws and regulations relating to the use of seatbelts and alcohol consumption in vehicles. CONTRACTOR and its drivers are permitted to refuse service when, in the driver's opinion, a passenger poses a threat to himself or herself, other passengers, the driver, the vehicle or other vehicles or persons.
- r. CONTRACTOR may suspend operation of the vehicles without penalty in the case of extreme weather, unsafe operating conditions, or the issuance of a tropical storm or hurricane watch or warning, subject to provided written notification to the CITY.
- s. CONTRACTOR will communicate any problems or requests to the CITY through the Program manager or designee.
- t. Vehicle maintenance and charging must be performed by CONTRACTOR.
CONTRACTOR shall be responsible for the cleanliness of interior and exterior of the vehicle. Vehicles must be maintained in good working order, and be free from graffiti, vandalism, defacement and other damage. Functioning heating and air conditioning systems are mandatory. Open-air vehicles may also be requested on an as needed basis. Use of open-air vehicles is subject to CITY approval.
- u. CITY reserve the right to require the immediate dismissal of any personnel who fail to meet the standard outline above. Relief personnel shall be readily available throughout the term of the contract.
- v. Proposed Initial Operating Schedule:

Days	Mon-Thurs	Friday	Saturday	Sunday
Hours of Operation	11AM-10PM	11AM-12Midnight	10AM – 12 Midnight	10AM-10PM

*CONTRACTOR should indicate in their proposal the number of vehicles proposed for each of the proposed zones, as well as the proposed hours of operation. Minimum number of vehicles as well as vehicles to be deployed during peak hours.

V. ADDITIONAL REQUIREMENTS

- a. Contractor shall provide copies of all permits and licenses necessary to complete this project, with their proposal.

SCOPE OF SERVICES

- b. Contractor and subcontractors must have current licenses required by the State of Florida and the City of Plantation (if applicable).
- c. The Vendor shall provide a mobile phone application platform (must be available for download on both Android and Apple devices) that may include, but is not limited to the following features:
 - Allows customers to request, modify or cancel a ride.
 - Allows customers to rate and review rides.
 - Provides live tracking for customers to confirm driver's location.
- d. Each vehicle shall be equipped with a seat belt cutter, first aid kit, spill kit, and fire extinguisher.
- e. Vendor must ensure all vehicles used are maintained in a first-class state of repair and safe operating condition at all times. All vehicle surfaces, interior and exterior, shall be kept in a clean, safe, and unobstructed fashion.

VI. LOCATION

The Program will commence operations, as a pilot, in the Midtown District which is located north of I-595, south of Cleary Boulevard, west of University Drive and east of Pine Island Road (see map attached as Exhibit A). The on-demand service is expected to take riders to and from locations within the Midtown District.

It is anticipated that service areas may be expanded over time (see map attached as Exhibit A). Expansion areas and timing of such expansion shall be determined by the CITY. Additionally, hours and days of operation, and number of vehicles are subject to change depending on the needs and conditions determined by the CITY.

VII. CUSTOMER SERVICE

Customer service is of critical importance. The CONTRACTOR will be responsible for addressing all complaints in a timely and courteous manner. CITY staff shall be provided with reports as necessary. Drivers will be educated on CITY programming, area amenities, and serve as community ambassadors.

VIII. OPTIONAL SERVICES

Especially during the Midtown pilot phase, the CITY would like to explore an option wherein rides could be initiated or ended in the Midtown District but could begin or terminate in another region of the CITY (e.g. the ride must be wholly contained within the CITY but could begin or end outside of the Midtown District). A small charge for service may be implemented for this type of service.

As the Program is expanded the CITY would want to allow the rider to connect from one service area to another.

The CITY would like to offer a "ride share" option. The number of riders shall be limited such that each rider has a separate seatbelt and the total number of passengers, including the driver, does not exceed the vehicle's legal capacity.

SCOPE OF SERVICES

As an option, the CITY would like to be able to explore a “senior micro transit program”. It is anticipated that this project would be open for use by residents age 65 or older and would provide them no cost or low-cost transportation to and from identified locations. The CONTRACTOR would work with the CITY to establish a system for seniors to register for the service. The CONTRACTOR would also work with the CITY to determine a list of medical, grocery and/or community facilities to which service would be offered (to and from).

IX. ADVERTISING

The CITY may elect to include the CITY logo and other branding information in a car wrap. CITY must approve the design of the wrap and may modify the design up to (2) two times per year at no cost to the CITY. CONTRACTOR will offer free advertising to local businesses via the mobile phone app and will, in conjunction with the CITY, develop and implement a branding strategy. The branding strategy as well as any changes to the strategy are subject to written approval by the CITY prior to implementation. Initially, the CITY will not permit paid advertising. Subject to the CITY’s prior written consent, paid advertising within and/or outside of vehicles may be permitted to off-set operational costs, providing that such advertising is in accordance with all CITY ordinances, policies and procedures.

CONTRACTOR shall also develop and implement a marketing program to promote awareness of the Program. The CITY shall have the right to review marketing materials prior to use and to request changes or withdrawal of any marketing materials.

CONTRACTOR will include screens in all vehicles with the ability to play audio/video content provided by the CITY.

X. CONTRACTOR RESPONSIBILITY

CONTRACTOR shall be responsible for ensuring that all of its employees are complying, at all times, with the Terms, conditions and Specifications outlined herein. CONTRACTOR shall be responsible for obtaining all necessary permits for charging stations and for compliance with applicable Federal, State and local statutes pertaining to the services to be provided. CONTRACTOR will be responsible for all costs associated with purchasing, operating and maintaining its own fleet of vehicles, including but not limited to purchasing, charging, maintaining, registering, storing of vehicles, and insurance and branding.

XI. INSURANCE

- a. The CONTRACTOR shall not commence any performance pursuant to the terms of the Agreement until certification or proof of insurance has been received and approved by the CITY’s Risk Manager or their designee.
- b. The required insurance coverage is to be issued by an insurance company authorized licensed, and registered to do business in the State of Florida, with the minimum rating of B+ or better, in accordance with the latest edition of

SCOPE OF SERVICES

A.M. Best's Insurance Guide. This insurance shall be documented in certificates of insurance which provide that the CITY shall be notified at least thirty (30) days in advance of cancellation, non-renewal, or adverse change, or other such notice as is required by the policy. The receipt of certificates or other documentation of insurance or policies or copies of policies by the CITY or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements.

- c. Prior to commencing any work pursuant to this Agreement, the CONTRACTOR must submit a current Certificate of Insurance, naming the CITY OF PLANTATION, as an additional insured and listed as such on the insurance certificate. New certificates of insurance are to be provided to the CITY prior to or upon expiration. The CONTRACTOR shall provide insurance coverage as prescribed in Exhibit "B" which is attached and incorporated into this agreement.
- d. Garage Keeper's Liability is not a required insurance coverage under this agreement. The CONTRACTOR waives all claims for loss, theft or damage to CONTRACTOR's vehicles that may be stored or parked on a CITY-owned property.

XII. INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and contractors from any and all liability, losses, or damages including attorney's fees and costs of defense, which the CITY or its officers, employees, agents, or contractors may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or natures arising out of, relating to, or resulting from any unlawful, willful, negligent, or reckless acts or omissions by CONTRACTOR or its employees, agents, servants, partners, principals, or subcontractors in the performance of the services to be provided pursuant to this Agreement.

CONTRACTOR shall pay all claims and losses, and shall investigate and defend all claims, suits, or actions of any kind or nature arising out of, relating to, or resulting from any unlawful, willful, negligent, or reckless acts or omissions by CONTRACTOR or its employees, agents, servants, partners, principals, or subcontractors in the performance of services to be provided pursuant to this Agreement in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred.

CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of the CONTRACTOR under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive CITY's rights and immunities under the common law of Florida Statute 768.28 as amended from time to time. The

SCOPE OF SERVICES

CONTRACTOR expressly understands and agrees that any insurance shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the CITY, or its officers, employees, agents, and CONTRACTORS. This paragraph shall survive the expiration or termination of this agreement.

XIII. LICENSURE AND CERTIFICATION

The contractor shall hold all licenses and certifications, obtain and pay for all permits and inspections, and comply with all laws, ordinances, regulations, and building code requirements applicable to the required services. Damages, penalties or fines imposed on the CITY or CONTRACTOR, for failure to obtain and maintain required licenses, certifications, permits or inspections shall be borne by the CONTRACTOR. The CONTRACTOR shall comply with all laws and regulations applicable to provide the services. The CONTRACTOR shall be familiar with all federal, state, and local laws that may affect the goods and services being provided.

XIV. SUBCONTRACT

The CONTRACTOR shall not subcontract any portion of the work without the prior written consent of the CITY. Subcontracting without the prior consent of the CITY shall constitute a material breach of the agreement and may result in termination of the agreement. A list of all sub-contractors must be provided with the proposal.

XV. ASSIGNMENT

The CONTRACTOR shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title, or interest, or its power to execute such contract to any person, company or corporation without the prior written consent of the CITY, which shall not be unreasonably withheld. Assignment without the prior written consent of the city may result in termination of the Agreement.

XVI. SERVICE LEVELS

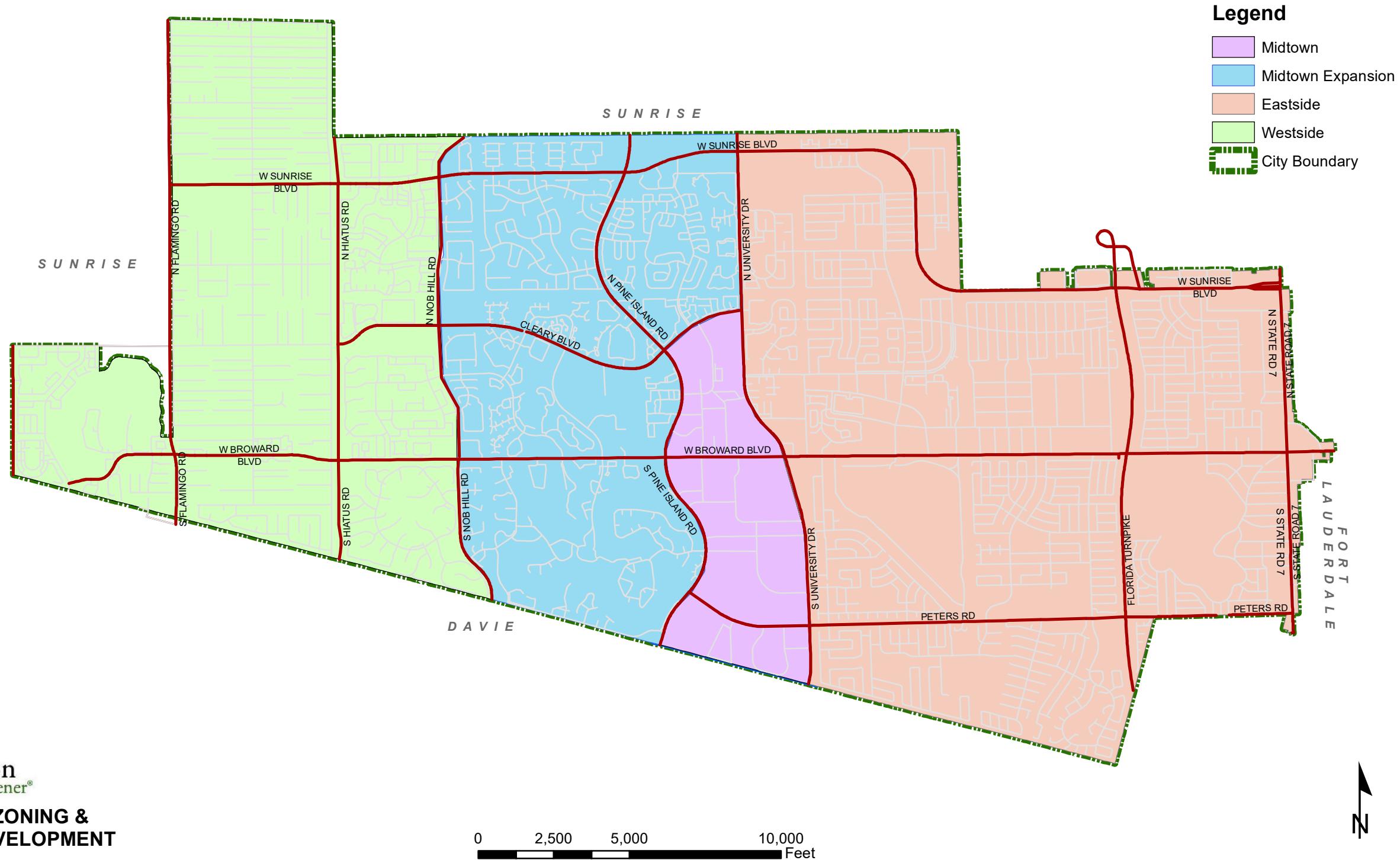
Vendor will propose and commit to service levels for all or the majority of the following:

Service Levels Data

- a. Average wait time
- b. Average trip rating
- c. Average time to resolve complaints.
- d. Average response time to calls and emails.
- e. Maximum percentage of missed, declined trips and cancelled trips.
- f. Percentage of trips in low-emissions vehicles
- g. Percentage of trips served in hybrid/electric vehicles.
- h. Other

END OF SECTION

MICRO-TRANSIT ZONES MAP CITY OF PLANTATION



Potential Location of Charging Facility

Parking area behind City Hall – southeast side of building



Aerial view of City Hall





Section 2

APPROACH TO THE SCOPE OF SERVICE

SECTION 2 - Approach to The Scope of Service

Introduction

The City of Plantation's micro-transit initiative aims to provide on-demand transportation that reduces traffic congestion, decreases single-occupancy vehicle usage, and enhances connectivity to mass transit options. This program reflects the city's broader goals of creating a more sustainable, efficient urban environment. At Freebee, we understand the importance of integrating seamlessly into the City of Plantation's community, and we've designed our micro-transit service with this in mind. Our approach closely aligns with the goals outlined in the Plantation Multi-Modal Transportation Plan (MMTP), which addresses the City's current and future transportation needs by improving safety, increasing connectivity, and enhancing accessibility for all residents, business owners, and visitors. In addition to the MMTP, our proposal is designed to meet the major goals outlined within the RFP, ensuring that our service supports the City's long-term vision for sustainable growth, reducing traffic congestion, and creating a more pedestrian-friendly environment. Below, we've outlined the key objectives as identified in the RFP, which align directly with the overarching goals of the MMTP:

Goal/Objective 1. Enhancing Transportation Infrastructure

Freebee's on-demand micro-transit system is tailored to augment the City's existing transportation infrastructure. By focusing on major corridors such as Nob Hill Road, Cleary Boulevard, and University Drive, our service helps alleviate vehicular congestion and decrease reliance on privately-owned vehicles. This supports the broader objectives of the MMTP, improving connectivity and safety for the City's residents and visitors while enhancing the accessibility of key destinations throughout Plantation. By targeting these crucial transportation arteries, Freebee's solution will also contribute to the City's sustainability and long-term infrastructure planning goals.

SECTION 2 - Approach to The Scope of Service

Goal/Objective 2. Supporting Urban Transformation in Midtown

Plantation's Midtown district is undergoing a significant transformation into a vibrant, mixed-use town center, and Freebee is proud to support this evolution. Our services align with the MMTP's Midtown Connectivity methodologies, which emphasize pedestrian-friendly environments and multimodal connectivity. By providing convenient, reliable transit options within the district, Freebee supports the city's vision of a well-connected, walkable urban core that is accessible and appealing to residents, visitors, and employees alike. Our service facilitates easy access to local businesses, parks, and public spaces, contributing to a vibrant and thriving Midtown.

Goal/Objective 3. Expanding Access and Encouraging Sustainable Practices

The City of Plantation prioritizes adaptable, scalable transportation solutions, and Freebee's micro-transit service is uniquely positioned to meet this need. Our flexible model allows for easy adjustments to fleet size, hours of operation, and vehicle types to accommodate varying demand levels and special groups, such as seniors. This scalability ensures that the service can extend beyond the Midtown area, aligning with Plantation's long-term strategic vision for a city-wide transportation system.

Freebee's service enhances accessibility for those both within and beyond Midtown, providing seamless, reliable transit without the need for personal vehicles. Our fleet of fully electric, ADA-compliant vehicles supports the City's sustainability goals, reducing emissions while ensuring inclusivity.

Additionally, Freebee's operations will contribute to the City's traffic-calming initiatives by helping to reduce vehicle speeds and volumes, enhancing the safety and comfort of pedestrians and cyclists. Our commitment to improving connectivity within Midtown will address critical barriers such as Broward Blvd and Peters Rd, ensuring that all residents and visitors can move safely and efficiently throughout the community.

SECTION 2 - Approach to The Scope of Service

Goal/Objective 4. Community Engagement and Strategic Partnerships

Freebee's commitment to community engagement is central to our operational philosophy, ensuring that our services are continually adapted to meet the nuanced needs of Plantation's residents and visitors. Our Community Ambassadors will engage proactively with stakeholders to promote service adoption and gather community feedback, ensuring that our operations remain responsive to the evolving dynamics of the community. Additionally, Freebee seeks to cultivate strategic partnerships and secure funding opportunities to support the program's longevity.

Goal/Objective 5. Commitment to "Aging-In-Place" and Senior Mobility Solutions

One of our core commitments is to provide mobility solutions that support Plantation's aging population. Freebee's service empowers senior residents to live independently, maintain their connection to the local economy, and remain active participants in their communities. In Miami Beach, Freebee played a pivotal role in securing CARES Act funding to provide specialized transportation services for seniors during the COVID-19 pandemic. This experience has led us to additional senior mobility contracts with the City of Doral and Village of Wellington demonstrating our capacity to meet the unique needs of different municipalities. By offering an adaptable service model that aligns with local needs, Freebee contributes to the social sustainability and inclusivity of Plantation's senior population.

By seamlessly integrating into Plantation's community and aligning our services with the City's master plan, Freebee is uniquely positioned to support the City of Plantation's vision for a sustainable, connected, and pedestrian-friendly urban environment. Our tailored micro-transit solution not only addresses immediate transportation needs but also enhances long-term livability, accessibility, and socio-economic vitality within the city. Through our focus on expanding access, supporting urban transformation, and promoting sustainable practices, Freebee will help Plantation achieve its goals for a more resilient, inclusive, and connected community.

SECTION 2 - Approach to The Scope of Service

How the Service Works

Scope of Work Summary

Freebee's phased approach to implementing and expanding its microtransit service in Plantation is designed to align with the City's long-term transportation objectives, as outlined in the Plantation Multi-Modal Transportation Plan (MMTP).

From the outset, Freebee will focus on delivering reliable, on-demand transportation that connects residents, visitors, and business owners to key destinations within the Midtown District. Our flexible and scalable service model ensures that as the program progresses, it can be expanded to meet increased demand and extend to underserved areas of the City. With a commitment to sustainability, inclusivity, and enhanced connectivity, Freebee's microtransit solution will not only meet the immediate transportation needs of Plantation but also serve as a foundation for a scalable, city-wide transit system that supports the City's long-term strategic goals.

Below is our phased approach with regards to the implementation and how we envision growth, ensuring that each stage builds upon the success of the previous, with the flexibility to adapt and scale as community needs evolve and demand for services increases.

Stage 1: Pilot Program in Midtown.

In the initial phase, Freebee will operate exclusively within the Midtown District, with a focus on establishing a reliable, accessible, and community-centered micro transit service. Passengers will have three convenient ways to request a ride: on-demand through the Ride Freebee app, by calling our dispatch center, or by flagging down a vehicle (if the City opts to include this feature). Rides must both start and end within the Midtown District to be eligible to use the service. Our highly trained drivers, who also serve as community ambassadors, will go beyond just providing transportation—they will foster meaningful connections with both residents and visitors, ensuring every ride is a positive experience.

SECTION 2 - Approach to The Scope of Service

We recommend starting with a fleet of 4 vehicles, each operating 70 hours per week, based on extensive simulator modeling to optimize service efficiency. However, given the City's budget of \$400,000, the fleet will initially consist of 3 vehicles, including three Tesla SUVs and an additional ADA-accessible vehicle to accommodate individuals requiring wheelchair access. This ensures that we can maintain 3 vehicles on the road during peak hours and between 1-2 vehicles during non-peak times.

Freebee's commitment to the City of Plantation goes beyond operations. We will deliver a full-service marketing plan and provide regular customer service reports to ensure clear communication and track the success of the program. Additionally, we will offer a live data dashboard, providing full transparency into performance metrics and enabling real-time adjustments to meet the City's needs.

A key differentiator of our service is its role in promoting local economic development. Through the Ride Freebee mobile app, we will offer an exclusive platform to support and promote local businesses—a feature no other provider offers. Our team of micro transit industry and operational experts, all fully dedicated to the City of Plantation, will work tirelessly each day to ensure the highest standards of service and performance, making the City proud of this innovative transit solution.

The hours of operation during this stage will be:

- Monday–Thursday: 11 AM – 10 PM
- Friday: 11 AM – 12 Midnight
- Saturday: 10 AM – 12 Midnight

Freebee is also committed to deep community engagement, ensuring that our service becomes an integral part of Plantation life. Our outreach efforts will foster lasting relationships with residents and stakeholders, ensuring our service evolves with the needs of the community.

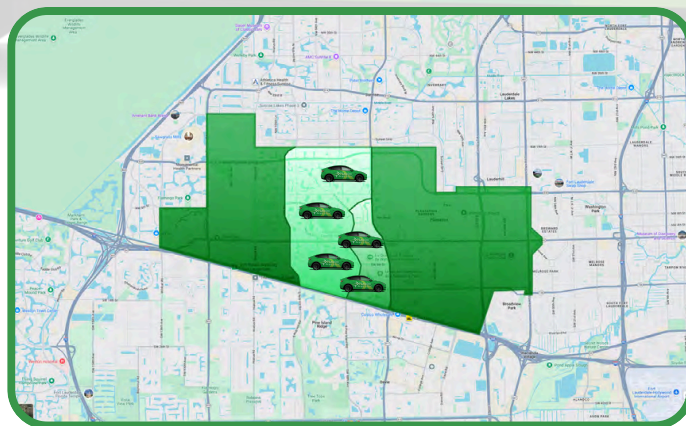
We will provide a more in-depth exploration of our operating plan and technology platform in the subsequent sections of Section 2.

SECTION 2 - How the Service Works



Stage 2: Midtown Expansion. Building on the success of Stage 1, Stage 2 will expand the service to cover the broader Midtown Expansion area. During this phase, the service will be designed so that riders must either be picked up or dropped off within the original Midtown zone, at a mass transit stop, or at an inter-city connection point to be eligible to use the service. This approach will enhance connectivity and promote strategic economic development while keeping the service area manageable.

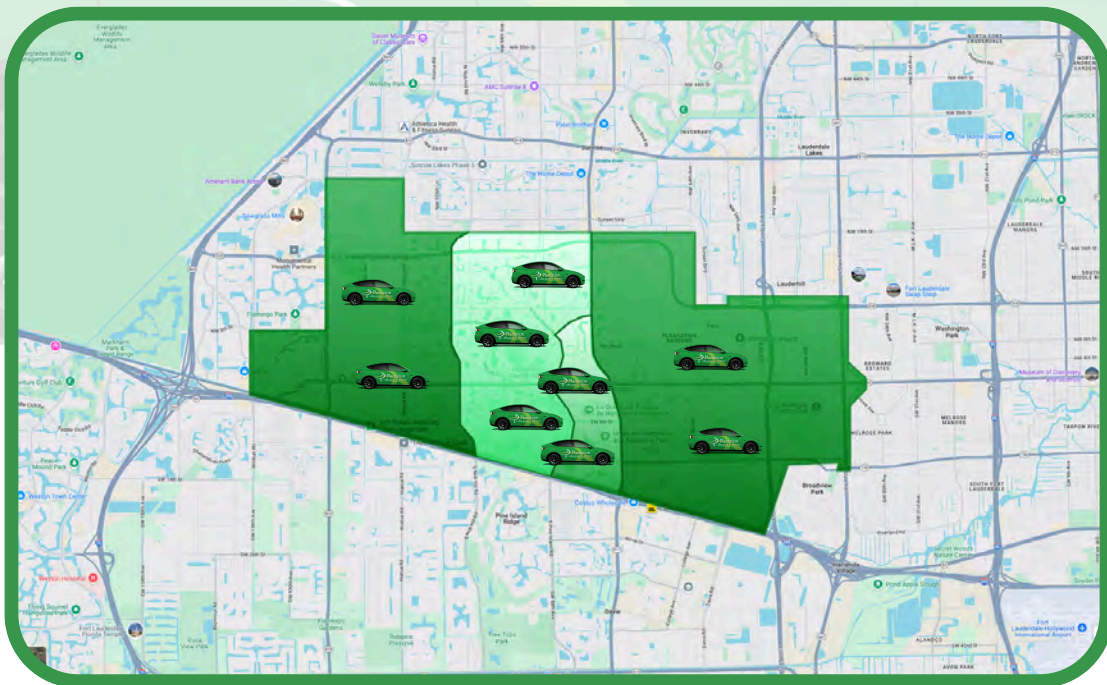
Based on the data collected during Stage 1, we will likely recommend adding 1-2 additional vehicles to the fleet to accommodate the expanded area. Additionally, we will offer the City the option to introduce a rider fee to further support the service's growth and sustainability.



SECTION 2 - How the Service Works

Stage 3: Enhanced Connectivity In this phase, we will expand the service to include two additional zones: the "Eastside" and "Westside," giving riders access to key commercial areas, parks, service connections, and points of interest in these regions. To align with the City's request, rides will have the flexibility to either begin or end outside of the Midtown District but remain fully within either the "Eastside" or "Westside" service zones. This approach will allow trips to originate or terminate in these new zones while ensuring seamless connectivity across the city. A small charge may be introduced for trips that extend beyond Midtown, providing the City with a flexible, sustainable service model.

To maintain operational efficiency, the system can be configured to ensure that rides to and from these new zones are only available if the trip either starts or ends in the Midtown zone. This strategic expansion broadens the service's reach while keeping operations streamlined. As these zones grow, additional fleet capacity will be required, and Freebee will collaborate closely with the City to recommend the optimal number of vehicles to meet service demands and continue delivering high-quality transportation.



SECTION 2 - How the Service Works

Dynamic Vehicle and Hours of Operation Scheduling

The phased approach outlined above has been carefully developed using city characteristics, combined with our extensive experience operating similar services in neighboring communities. Our service is designed to provide maximum flexibility, allowing for the scaling of the vehicle fleet and modification of operating hours with sufficient notice. This means we can adapt to fluctuations on a monthly, weekly, daily, or even hourly basis, ensuring the highest level of service is consistently delivered.

Our operational model leverages real-time demand analytics, enabling dynamic adjustments to fleet size and vehicle types to meet ridership demands efficiently. This flexibility ensures that service levels are optimized at all times, even during periods of fluctuating demand.

In keeping with our commitment to providing a hospitality-driven program, we will also offer additional hours and expanded operations during special events. This includes deploying extra vehicles, personnel, and resources as necessary to ensure seamless service when it's needed most.

Parking + Charging Stations

Freebee is dedicated to working closely with city staff to optimize and maintain designated charging station locations for the efficient charging and staging of vehicles. This partnership will ensure that the cutting-edge charging infrastructure not only meets the operational requirements of our service but also enhances accessibility for users. Charging stations located on city property would serve as an ideal hub for Freebee's vehicles, with the added benefit of being available for use by city employees or others during off-hours when not in use by Freebee. Should the primary location prove unavailable, Freebee will proactively identify alternative charging and staging sites within the city, including options outside of municipal property, which we have done in many other service areas.

SECTION 2 - Approach to The Scope of Service

How To Request a Ride

At Freebee, we prioritize ease and convenience, offering multiple ways for residents and visitors to access our micro transit service. Whether through the Ride Freebee mobile app, by phone, or simply flagging down a vehicle, we make it simple for everyone to request a ride and ensure that the service is as user-friendly as possible.

The custom-built application, powered by Freebee, will be developed in close collaboration with the City of Plantation. This partnership ensures that the app is designed with the unique needs of the city's residents and visitors in mind, providing a seamless, customer-focused platform for booking on-demand rides. The app's final branding will be developed in coordination with the City and its marketing team, ensuring it aligns with the City's overall vision and mission.

The registration process is intuitive and straightforward, guiding users through profile setup so they can begin booking rides immediately. Once registered, users can easily manage their travel plans through the platform.

There are three convenient ways to request a ride:

01



On-Demand via the Ride
Freebee mobile app

02



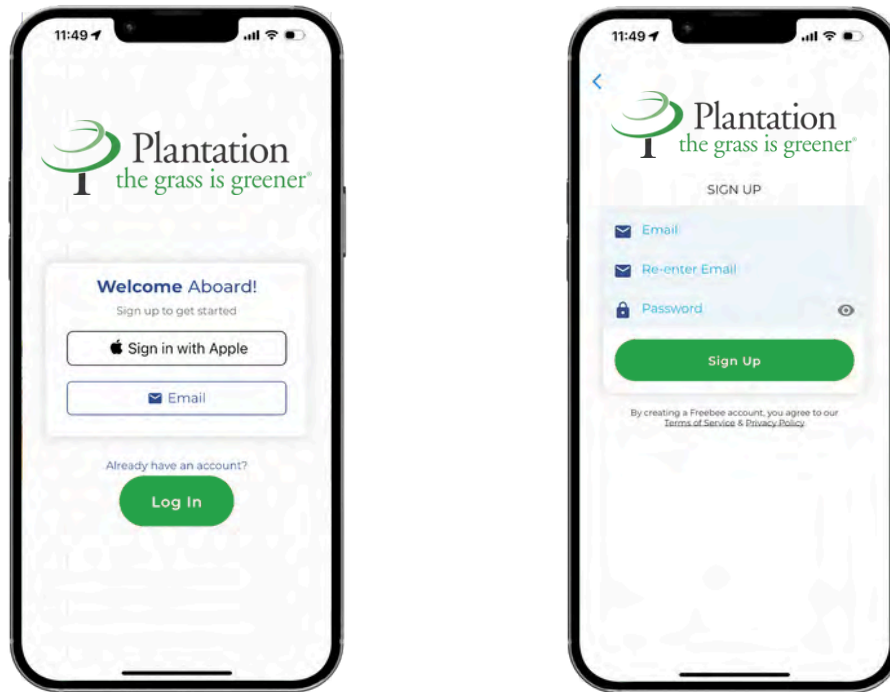
By calling Freebee's
dispatch center

03



By waving down a
passing vehicle (if the
City opts for this feature)

SECTION 2 - Approach to The Scope of Service



Technology Overview

The Freebee service leverages cutting-edge technology to provide an exceptional on-demand micro transit service that redefines urban mobility. At its core, the app features a user-friendly interface that facilitates easy booking, real-time vehicle tracking, and seamless communication between riders and drivers. Advanced GPS technology ensures precise routing, while integrated traffic data allows for optimized travel times, enhancing overall efficiency. The app's robust backend supports a comprehensive data collection framework, enabling continuous service improvement through detailed analytics on user behavior, trip patterns, and operational efficiency. Additionally, safety and security are paramount, with features such as in-app emergency contacts and secure data protocols to protect user information. This holistic approach to technology empowers Freebee to deliver a reliable, convenient, and sustainable transit solution, making it a favorite among communities looking to enhance their public transportation systems.

SECTION 2 - Approach to The Scope of Service

Custom Branded Mobile App – Plantation Experience

Freebee is excited to introduce a custom-branded, white-labeled mobile application for the City of Plantation, powered by Freebee. This dedicated app will embody the local spirit and unique needs of the community, offering a seamless and user-friendly interface that simplifies the public transit experience. By integrating state-of-the-art technology and real-time data, Plantation's mobile app will provide dynamic and comprehensive microtransit services, ensuring high accessibility and efficiency for all users. The app will feature easy navigation, real-time tracking, and personalized service options, making public transportation more attractive and accessible to everyone in the community, from daily commuters to tourists exploring the vibrant locales of Plantation.

This app is tailored to meet the unique transportation needs of Plantation, incorporating real-time GPS tracking, seamless route optimization, and intuitive user interfaces to deliver a superior transit experience. Advanced algorithms facilitate efficient ride-pairing and dynamic routing to maintain high on-time performance standards, while integrated communication tools ensure constant connectivity between drivers, passengers, and dispatch. The app also emphasizes safety and security with features like in-app emergency contacts and rigorous data protection measures. By blending robust technology with a localized approach, Freebee's technology not only enhances daily commutes but also enriches the community's access to sustainable and reliable transportation options.

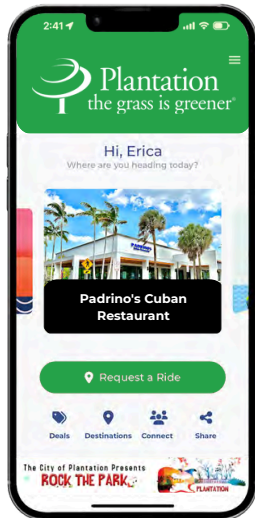
SECTION 2 - Approach to The Scope of Service

The app will be searchable in both the Google Play and Apple Store under “Freebee”, ensuring easy discoverability for potential users. Additionally, when opened within municipal boundaries, the app will transform into a fully branded Plantation experience, providing a cohesive and tailored interface for local riders. Leveraging our current user-base of over 800,000 profiles in South Florida, as well as the unique marketing elements inherent to Freebee’s platform, this integration will serve as a powerful tool for driving ridership from inception. By capitalizing on the widespread popularity and familiarity of the Freebee brand, we can effectively promote Plantation’s new micro transit service to a broad audience, encouraging adoption and usage among residents and visitors alike. Our in-house development team allows us to stay flexible, continuously improving and adapting features to meet the unique goals and objectives of the City of Plantation.



SECTION 2 - Approach to The Scope of Service

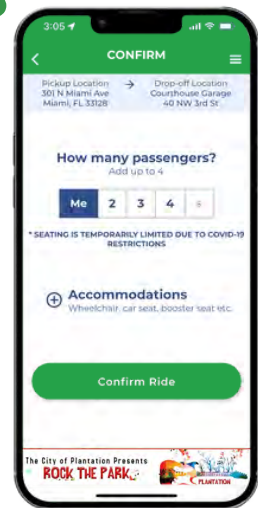
01



02



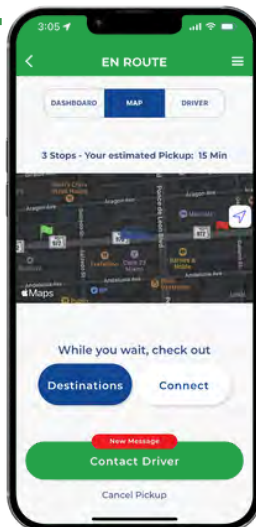
03



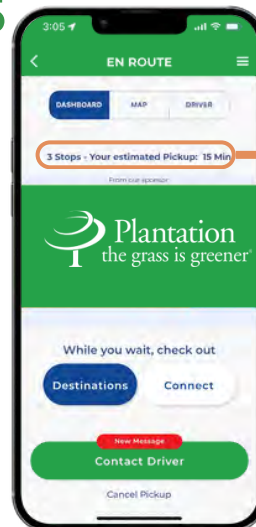
SELECT DESTINATION

Search your destination by category or manually enter the address you'd like to visit.

04



05



ETA
Display

SEND TO DRIVER

Choose the amount of passengers riding with you and click "Send to Driver". Your ride will automatically be paired with a driver and ETA will be displayed.

SECTION 2 - Approach to The Scope of Service

Accessibility and Special Needs

Accommodating Special Requirements

The app allows for the inclusion of mobility devices or service animals in the trip request. In fact, all service pets are welcome to ride along as long as they do not induce unsafe conditions or impose a threat to the safe operation of the service. The app also enables users to specify the need for wheelchair-accessible vehicles and many additional accommodations, ensuring the driver is prepared with the appropriate equipment.

Accessibility Standards Compliance

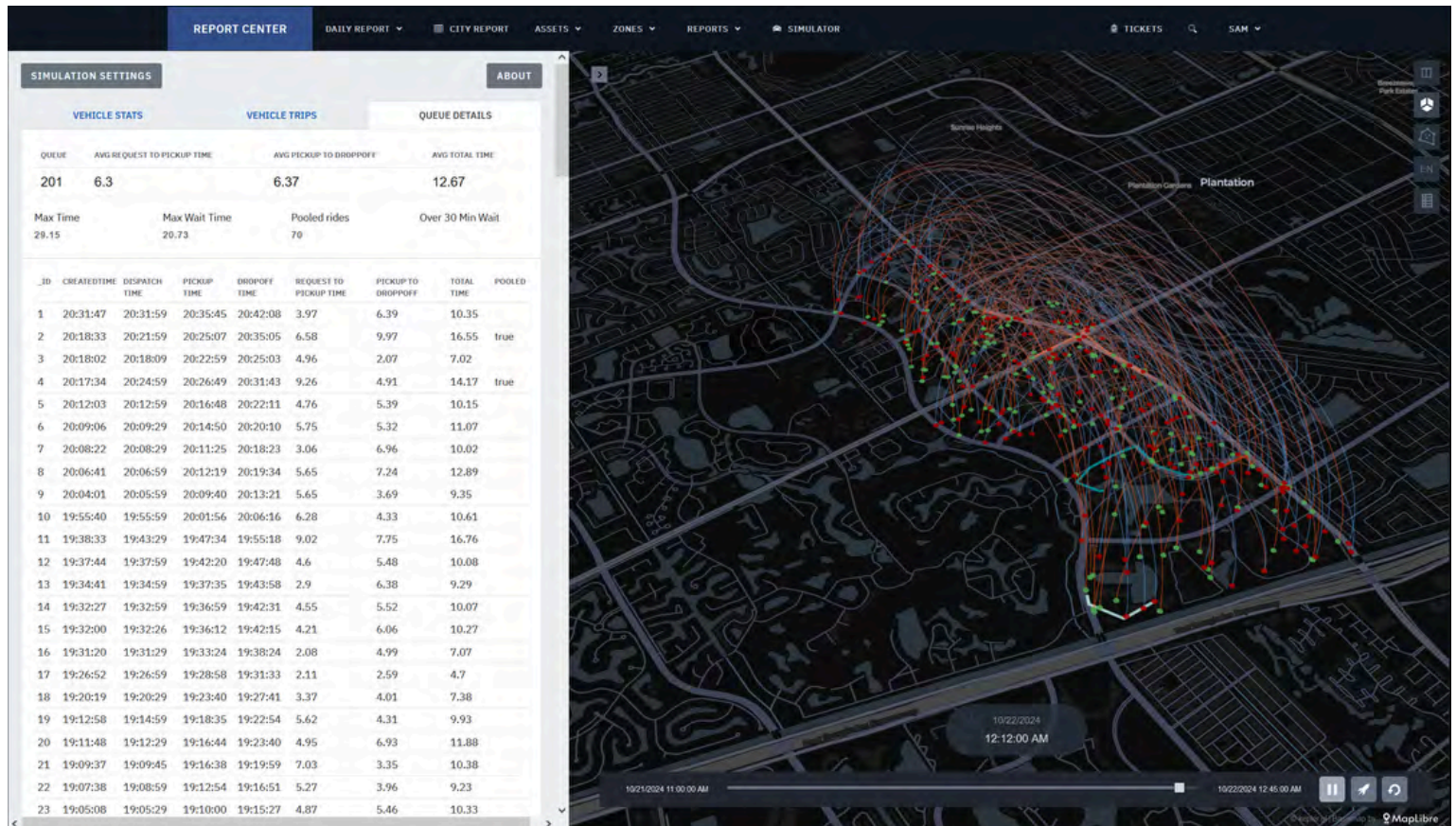
The Smartphone app adheres to and is always working to comply with WCAG-level AA accessibility standards. Our in-house technology team is always following up on app development guidelines from Apple and Google. This commitment ensures that the app is accessible to all users, including those who rely on screen readers and other assistive technologies.

Service Planning Simulator

Freebee's Service Planning Simulator is a powerful tool designed to optimize the planning and expansion of microtransit services. By utilizing real-time data and sophisticated modeling, the simulator enables cities and transit planners to visualize various service scenarios, forecast demand, and assess the impact of route expansions or adjustments in operational hours. This allows for strategic decision-making by simulating the effect of different fleet sizes, service areas, and rider demand patterns, ensuring that any expansion is both efficient and responsive to community needs.

The importance of this tool cannot be overstated when looking to expand service. It provides valuable insights into how changes in service can affect ridership, operational costs, and overall performance, allowing for data-driven adjustments before implementation. This ensures that Freebee's microtransit solution can scale smoothly while maintaining high service levels, cost-efficiency, and customer satisfaction, making it a vital resource for long-term growth planning.

SECTION 2 - Approach to The Scope of Service



SECTION 2 - Approach to The Scope of Service

Data & Reporting

Freebee understands that effective communication and transparency are vital for building a strong partnership with the City of Plantation. To facilitate this, we provide our partners with a custom data dashboard, granting access to all program metrics. Plantation staff will be able to customize reports based on their specific needs, accessible anywhere, at any time. The dashboard visualizes user-friendly reports, including easy-to-analyze graphs, heat maps, and downloadable Excel charts. Our operations and management team is always available during regular business hours to assist Plantation staff with any questions or concerns regarding the portal and their data. Additionally, automated reports will be created and available relative to any time intervals that Plantation staff may request.

Security and privacy are priorities for Freebee. Our systems ensure that personally identifiable information is not shared. Our robust Safety Systems Program Plan standardizes our entire operation, safeguarding the identities of all users. This commitment extends to both internal management and tracking, as well as external partnerships. No one within or outside the company can link a user's profile with the data collected and shared.

In collaboration with the City of Plantation, Freebee will craft a custom dashboard for real-time performance metrics display. Daily, weekly, and/or monthly reports will go beyond standard requirements, offering insights into:

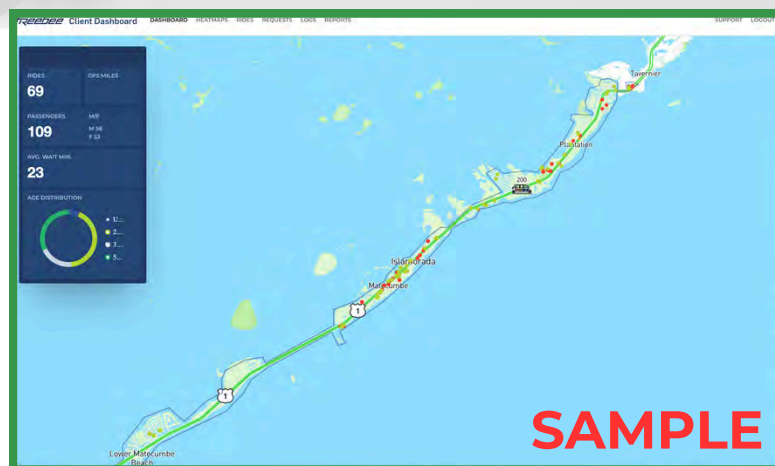
- Completed ridership
- Demographic information
- Origin & Destination information as a heat map
- Trip durations
- Trip request method
- Vehicle occupancy

SECTION 2 - Approach to The Scope of Service

- Vehicle Miles Traveled
- Total hours of operation
- Peak and low ridership hours (including dead volume)
- Level of Service and Headway for ridership
- Average Wait Time
- Average Pickup Time
- Estimated Scope 1 greenhouse gas prevention per passenger and in aggregate
- Average Operator Rating
- Number of Unique Riders
- Cost per ride
- WAV Ridership Data
- Customer complaints, incidents, requests, and accommodations

Dashboard:

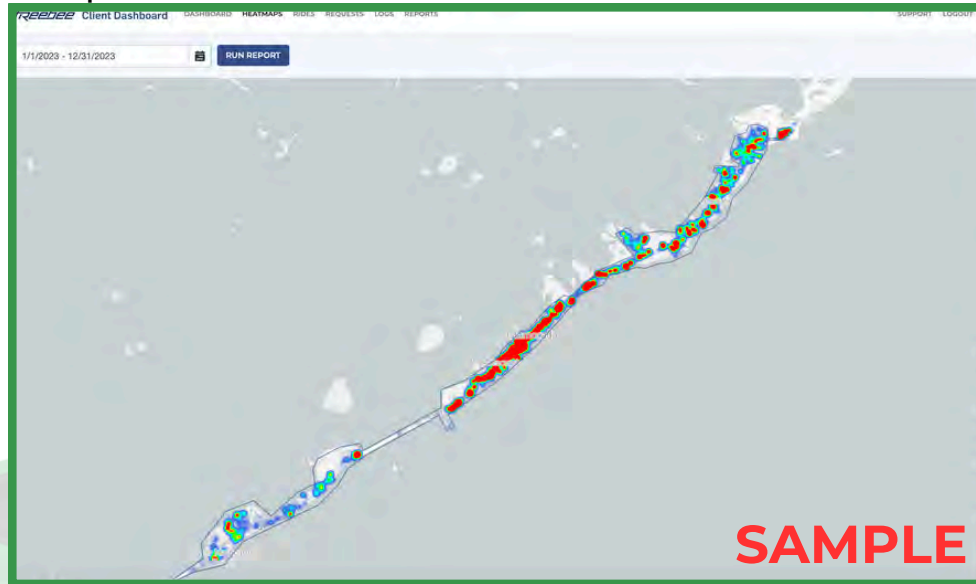
The central hub, serving as the homepage, provides real-time tracking of all vehicles. It offers a comprehensive overview of key daily statistics, including ridership, wait times, male/female count, and age distribution, providing a dynamic and insightful snapshot of the system's daily performance.



SECTION 2 - Approach to The Scope of Service

Heatmaps:

Within this tab, an intricate display unfolds, revealing all pickup and drop-off hotspots within a customizable date range. This feature provides a visually intuitive representation, offering valuable insights into user behavior and service utilization patterns.



Rides:

Within the rides tab, a comprehensive history of every completed ride request is meticulously detailed for any chosen date range. This granular data, rich in information for each ride, can be seamlessly exported to Excel, facilitating streamlined reporting and analysis.

The screenshot shows the 'Rides' tab in the Freebee Client Dashboard. It displays a table of ride data with columns for Ride ID, Vehicle, Created, Pickup, Dropoff, Request to Pick, Drop, Passenger, Start, End, Pickup to Drop, A., M., F., D., and Type. The word 'SAMPLE' is overlaid in red text.

Ride ID	Vehicle	Created	Pickup	Dropoff	Request to Pick	Drop	Passenger	Start	End	Pickup to Drop	A.	M.	F.	D.	Type
336907	131 - Villa...	01/15/202...	96075 Ol...	83268 Ov...	31	01/15/202...	2	-80.53441...	-80.61777...	1.5747045	19	1	1	5	app
336933	208 - Villa...	01/15/202...	143 Electr...	69801 Ol...	30	01/15/202...	1	-80.55470...	-80.53798...	0.9411402	25	1	0		app
337007	200 - Villa...	01/15/202...	83268 Ov...	Upper Ma...	2	01/15/202...	1	-80.61772...	-80.63496...	0.5550869	46	0	1	5	app
338339	200 - Villa...	01/15/202...	Old Hwy	83286 Ov...	21	01/15/202...	2	-80.63384...	-80.61757...	1.1626663	28	1	1	5	app
337317	131 - Villa...	01/15/202...	17 Flamm...	81801 Ov...	10	01/15/202...	2	-80.61758...	-80.63388...	0	28	1	1		app
336382	208 - Villa...	01/15/202...	81884 Ov...	87000 Ov...	38	01/15/202...	1	-80.61064...	-80.58886...	0	74	1	0	5	app
338370	208 - Villa...	01/15/202...	81888 Ov...	81410 Ov...	60	01/15/202...	1	-80.63334...	-80.52299...	0.98803897	28	0	1	5	app
335431	200 - Villa...	01/15/202...	218 S Air...	83268 Ov...	25	01/15/202...	1	-80.52093...	-80.61757...	2.5032287	29	1	0	5	app
335645	200 - Villa...	01/15/202...	165 El Ca...	Public Ma...	36	01/15/202...	2	-80.73094...	-80.61757...	1.7186863	2024	1	1		dispatch
335643	200 - Villa...	01/15/202...	81868 Ov...	81400 Ov...	24	01/15/202...	1	-80.63333...	-80.52287...	4.2342057	46	0	1	5	app
335676	200 - Villa...	01/15/202...	131 Bassi...	81644 Ov...	28	01/15/202...	1	-80.55517...	-80.63728...	1.248328	24	0	1	5	app
335747	200 - Villa...	01/15/202...	83268 Ov...	48 High P...	28	01/15/202...	2	-80.61764...	-80.55074...	0.8828855	66	1	1	5	app
335312	200 - Villa...	01/15/202...	87488 Ov...	86790 Ov...	2	01/15/202...	1	-80.56119...	-80.57124...	0.13265517	21	0	1	5	app
337482	200 - Villa...	01/15/202...	Trading P...	125 Gum...	14	01/15/202...	1	-80.63333...	-80.56491...	0.9612544	87	1	0		dispatch
335254	200 - Villa...	01/15/202...	Winn-Dix...	First Bapt...	17	01/15/202...	1	-80.52403...	-80.64206...	1.6293548	2024	0	1		dispatch
337182	208 - Villa...	01/15/202...	98800 Ov...	81573 Ol...	79	01/15/202...	1	-80.63046...	-80.63849...	1.0040735	58	1	0		app
337179	208 - Villa...	01/15/202...	87000 Ov...	81500 Ov...	25	01/15/202...	4	-80.56874...	-80.52400...	0	60	2	0	5	app
337075	208 - Villa...	01/15/202...	84500 Ov...	87200 Ov...	16	01/15/202...	2	-80.60187...	-80.56943...	0.6488611	58	1	0	5	app
337070	200 - Villa...	01/15/202...	164 Villa...	83268 Ov...	17	01/15/202...	1	-80.56930...	-80.61777...	1.1227013	40	1	0		app
339458	131 - Villa...	01/15/202...	First Bapt...	Winn-Dix...	30	01/15/202...	2	-80.64206...	-80.52403...	0.96697783	2024	1	1		dispatch

SECTION 2 - Approach to The Scope of Service

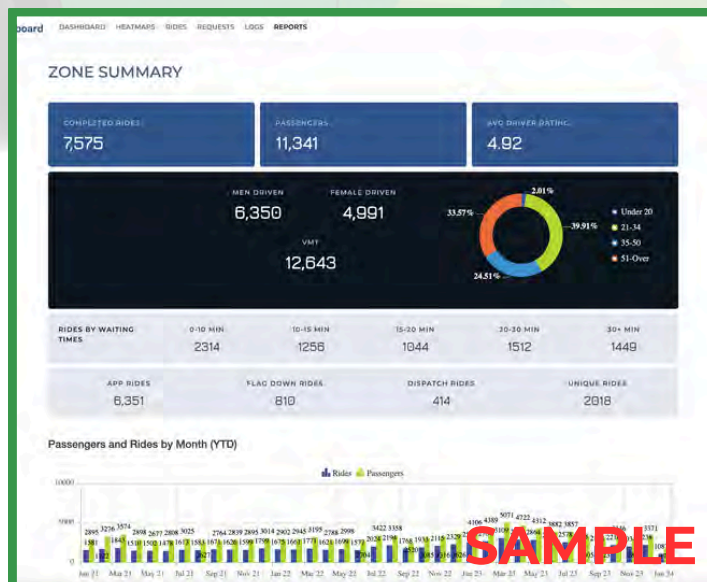
Requests:

The requests tab offers a deep dive into detailed data for any ride that was requested but not completed, providing valuable insights into the dynamics of incomplete ride requests. Additionally, this information is exportable to Excel, ensuring flexibility and ease in further analysis.

Ride ID	Status	Driver Cancel	User Cancel	Created	Pickup	Dropoff
337888	Driver Cancelled	01/15/2024 04:01:30 PM		01/15/2024 04:36:26 PM	81450-81537 Overseas Hwy	80241 Overseas Hwy
337899	Driver Cancelled	01/15/2024 04:34:41 PM		01/15/2024 04:33:18 PM	81532 Overseas Hwy	80091 Overseas Hwy
335827	User Cancelled		01/15/2024 10:54:22 AM	01/15/2024 10:51:58 AM	Old Hwy	83268 Overseas Hwy
335905	User Cancelled		01/15/2024 10:51:49 AM	01/15/2024 10:46:27 AM	Old Hwy	83268 Overseas Hwy
337381	Driver Cancelled	01/15/2024 03:34:24 PM		01/15/2024 03:22:27 PM	91400 US-1	84001 Overseas Hwy
336866	User Cancelled		01/15/2024 02:07:43 PM	01/15/2024 02:01:04 PM	90575 Old Hwy	83268 Overseas Hwy
335640	User Cancelled		01/15/2024 10:01:05 AM	01/15/2024 10:00:39 AM	105 El Capitan Drive, Islamorada	Publicis Islamorada
337029	Driver Cancelled	01/15/2024 04:05:39 PM		01/15/2024 04:00:12 PM	84801 Old Overseas Hwy	99 Madeira Rd
335446	User Cancelled		01/15/2024 09:18:11 AM	01/15/2024 09:03:19 AM	100 Iniquis Dr	208 Plantation Dr
335323	User Cancelled		01/15/2024 08:28:03 AM	01/15/2024 08:25:50 AM	214 Preston St	120 Parle Salvo Dr
335582	User Cancelled		01/15/2024 01:31:46 PM	01/15/2024 01:11:01 PM	81621 Old Hwy	81996 Old Hwy
336207	Driver Cancelled	01/15/2024 12:09:30 PM		01/15/2024 11:59:37 AM	87435 Old Overseas Hwy	80270 Overseas Hwy
336191	User Cancelled		01/15/2024 11:57:49 AM	01/15/2024 11:57:22 AM	87435 Old Overseas Hwy	87200 Overseas Hwy
336226	User Cancelled		01/15/2024 12:11:27 PM	01/15/2024 12:03:57 PM	91400 Overseas Hwy	83268 Overseas Hwy
338874	Driver Cancelled	01/15/2024 08:12:19 PM		01/15/2024 07:55:07 PM	149 Iniquis St	82100 Overseas Hwy
338870	User Cancelled		01/15/2024 07:58:48 PM	01/15/2024 07:52:19 PM	82749 US-1	175 Tampa Dr
338742	User Cancelled		01/15/2024 07:10:40 PM	01/15/2024 07:07:06 PM	83268 Overseas Hwy	216 S Airport Rd
338249	User Cancelled		01/15/2024 05:32:51 PM	01/15/2024 05:30:05 PM	110 Madeira Rd	83268 Overseas Hwy
338028	User Cancelled		01/15/2024 06:22:57 PM	01/15/2024 06:22:00 PM	83268 Overseas Hwy	80460 Overseas Hwy
338271	Driver Cancelled	01/15/2024 06:50:36 PM		01/15/2024 05:36:56 PM	98 Madeira Rd	80500 Overseas Hwy

Reports:

Within the reports tab unfolds a visually appealing and comprehensive presentation of all high-level Key Performance Indicators (KPIs) for any designated date range. This report mirrors the detailed monthly reporting provided to the City, offering a sophisticated and user-friendly analysis of the essential metrics.



SECTION 2 - Approach to The Scope of Service

Fleet and Driver Management Tools

Driver App

The driver side perspective of the Freebee app is integral to delivering seamless transportation services. Featuring a user-friendly interface and real-time connectivity, the app empowers our professional community ambassador drivers to efficiently navigate routes, pick up passengers, and ensure a top-tier experience in a safe and efficient manner. Leveraging GPS-based IoT systems, drivers remain connected to the platform, enabling swift response to ride requests and route optimization while maintaining direct contact with the Workforce and dispatch team. When a ride is dispatched, it seamlessly integrates into the app, ensuring consistency in service delivery and enabling comprehensive data tracking. The app's backend data collection system captures vital ride details, passenger preferences, and trip histories, enhancing operational efficiency and service personalization. Enhanced safety measures include a cloud-based camera facing inward towards the driver and passengers, adding an extra layer of security and accountability. By equipping drivers with advanced technology and streamlined processes, the Freebee app elevates the overall quality and reliability of our on-demand transportation service.

Freebee's Dispatch Center

Freebee's dispatch phone center, available throughout our operational hours, is a cornerstone of our commitment to accessibility and inclusivity. Staffed by bilingual representatives, fluent in both English and Spanish, this vital service caters to the diverse needs of our passengers, including seniors, individuals with disabilities, and those without smartphones. Our in-house team of Freebee employees manages every aspect of the dispatch center, ensuring that every interaction is handled with care and expertise. Whether it's assisting with route navigation, addressing concerns, or facilitating bookings, our dispatch center provides personalized support and guidance to enhance the overall passenger experience.

SECTION 2 - Approach to The Scope of Service

Community Ambassador Drivers

Our Drivers are the public-facing representatives of the city's commitment to their residents. An "Ambassador" is someone who represents the community and serves as a vital pillar of the social infrastructure in the community. By actively engaging with the community, they provide accurate, up-to-date information, address questions, and share insights about our on-demand micro-transit service.

We recognize the unique value of local knowledge, which is why we hire Community Ambassadors directly from within the community. Their local expertise allows them to provide personalized guidance and solutions that truly resonate with the community. They are deeply familiar with the neighborhood's rhythms, challenges, and opportunities, positioning them as an essential link between the service and the users who rely on it daily.

Our approach centers on collaboration and community empowerment. Community Ambassadors ensure that our service is responsive to local needs by engaging in regular outreach activities, pop-up information sessions, and community events. Their role is vital in maintaining open channels of communication, addressing concerns, and ensuring that every voice is heard and valued.

Hiring locally means our ambassadors have a personal investment in the success of the service. They have firsthand experience with the challenges residents face. By fostering genuine relationships, our Community Ambassadors ensure that the user experience is seamless, focusing not only on service quality but also on cultivating meaningful connections. Their work is ultimately about empowering residents, enhancing convenience, and ensuring our service feels integrated and natural in the community.

SECTION 2 - Approach to The Scope of Service

Each driver will wear a clearly visible name tag and, in line with city preferences, will be outfitted in our company uniform to maintain a polished and professional appearance. We strictly enforce a policy that prohibits the use of mobile phones, headphones, or any other devices that could cause distractions while driving. The only exception, in accordance with the law, is the use of dashboard or windshield-mounted smart devices and Bluetooth-enabled systems necessary for service delivery. This ensures our drivers can remain fully focused on the road while maintaining access to essential tools for providing up-to-date, accurate information to passengers.

Driver Training

Freebee's training program is a cornerstone of its commitment to safety, service excellence, and ADA compliance, with a focus on collision prevention and alignment with Vision Zero and Safe Streets initiatives. Team members, referred to as community ambassadors, are trained not only to provide transportation but to enhance passengers' overall experience and quality of life. This training builds on courses from the Center for Urban Transportation Research (CUTR) at the University of South Florida (USF), supported by the DOT. Freebee further incorporates street-calming techniques, encouraging drivers to adopt safe driving habits that slow traffic and expand their field of vision, creating a more observant and aware operation.

Freebee's training program also plays a critical role in ensuring compliance with ADA requirements. All drivers are trained to assist passengers with disabilities, providing curb-to-curb assistance and promoting unity and integrity among all community members through equitable transportation. Before operating any Freebee vehicle, employees must complete and pass the "Disability Etiquette for Transit Operators" course, paratransit training, and the "Securement" lessons provided by the developers of the securement devices in all Freebee vehicles. Additionally, Freebee drivers must complete a custom "Freebee Wheelchair Lift Operation" course along with in-person training on restraint and lift operations.

SECTION 2 - Approach to The Scope of Service

In collaboration with the City of Plantation, Freebee will provide expert trainers with deep knowledge of the company's technology and systems, including veteran team leaders and Operations Managers. The training plan will include a mix of remote and on-site sessions, tailored to the needs of staff, and scheduled during regular business hours for optimal participation. Detailed user manuals, the Freebee Handbook, and the Freebee SSPP will be provided to ensure all team members have a thorough understanding of the system. Freebee also commits to regularly updating training materials and delivering the latest documentation to Plantation as needed, ensuring ongoing compliance with FDOT, OSHA, and 14-90 reporting requirements.

Fleet (Fleet Standard)

Plantation's micro transit service brings forth a new era of sustainable transportation with its implementation of a 100% electric fleet, consisting of cutting-edge Tesla SUV's and ADA Wheelchair accessible vehicles. By leveraging these environmentally-friendly vehicles, the City of Plantation not only revolutionizes the way people travel but also prioritizes the health of our planet. The utilization of electric vehicles significantly reduces greenhouse gas emissions and air pollution, leading to cleaner and healthier communities. Additionally, the integration of advanced technologies and high-performance vehicles like the Tesla SUV ensures an efficient and reliable transportation experience for passengers. With Plantation's commitment to sustainability and innovation, we are not only reshaping the transportation landscape within the City but also paving the way towards a greener and more eco-conscious future.

Based on the budget outlined in the RFSP, our Phase 1 Midtown service will operate with a fleet of three (3) vehicles. We recommend a fleet consisting of three (3) Tesla SUVs, along with one (1) ADA-compliant wheelchair-accessible Toyota Sienna vehicle to accommodate passengers with special needs. This ADA vehicle will also serve as a backup in the event that one of the primary vehicles requires maintenance, ensuring uninterrupted service and full accessibility for all riders. We have also considered alternative options for a secondary ADA vehicle. However, based on the size of the service zone and our commitment to delivering the most cost-effective solution for the City, we strongly recommend the Toyota Sienna over the Lightning Transit Passenger Van. This choice ensures optimal performance and value while meeting the City's needs.

SECTION 2 - Approach to The Scope of Service

Tesla Sedan

Tesla Sedan is one of the safest SUVs ever built and provides a unique experience for anyone who steps foot within the vehicle. This all-electric luxury SUV has an interior with spacious seating with the largest all- glass panoramic windshield in production. The vehicle is rated highly for safety with a 5 out of 5 by the National Highway and Traffic Safety Administration (NHTSA). Tesla's powertrain is the best in class and delivers unparalleled performance in all weather conditions. The Tesla will allow for top operating capacity, with a battery range of over 250+ miles and the ability to recharge 50% of the battery within only 15 minutes.

- All-electric drivetrain
- Long-range battery options
- Fast charging capabilities
- Advanced autopilot and self-driving features
- Large touchscreen display for vehicle controls and entertainment
- Over-the-air software updates for continuous improvement
- Superior safety ratings
- Spacious interior with ample cargo space
- High-performance acceleration and handling
- Minimalist design with premium materials
- Integration with mobile app for remote monitoring and control
- Built-in navigation system with real-time traffic updates
- Enhanced security features like sentry mode and cabin camera surveillance.



SECTION 2 - Approach to The Scope of Service

Toyota Sienna Hybrid 2023 XSE

The bold accents and athletic stance of the 2023 XSE Toyota Sienna will show passengers that functionality and style aren't mutually exclusive. Passengers who request accommodations will receive the same level of luxury service they deserve and should expect to receive. The 2023 Toyota Sienna is currently the only AWS hybrid vehicle within the US that meets and exceeds ADA compliance with the FMTS compliance standards requirements for the National Mobility Equipment Dealers Association (NMED).

- 4 ambulatory passenger seats
- Integrated backup camera
- Pre-collision automatic braking
- Low easy access Side loading for wheelchair accommodations
- Oxygen tank holder
- WC-18 wheelchair restraints & adjustable shoulder/lap belt
- Restraints for Walkers and Canes
- Fire Extinguisher
- Spill kits
- First Aid Kit
- Safety triangles
- Black heated power outside mirrors with blind spot warning indicators
- Hands-free dual power sliding side doors with jam protection
- Retractable row for additional seating when not in use for wheelchair accommodation.



SECTION 2 - Approach to The Scope of Service

Ford Lightning Transit Van

The Lightning Motor Electric, Zero Emission Ford Transit Passenger Vans are 100% electric with a seating capacity of up to 12 ambulatory passengers, which goes down to 5 ambulatory passengers when transporting two people in a wheelchair. The vehicle is rated highly for safety with a 4 out of 5 by the National Highway and Traffic Safety Administration (NHTSA). This vehicle is an ideal vehicle for fixed route service and special events due to its size, safety, and functionality.

- Top Speed: 65 MPH (Electronically Limited) Insert Van
- Braking: Regenerative
- Level 2 and Level 3 Charging Capability
- Folding door with extended steps
- Slip Resistant floors and handrails
- Certified Braunability Wheelchair lift
- Oxygen tank holder
- WC-18 wheelchair restraints & adjustable shoulder/lap belt
- Restraints for Walkers and Canes
- Back-up Camera



Freebee's vehicles, adhering to stringent codes and standards, meet or exceed safety regulations and manufacturer guidelines. Our vehicles are consistently maintained for operational excellence, with any issues resulting in prompt replacement.

SECTION 2 - Approach to The Scope of Service

Compliance with Codes and Standards

Vehicles used for service provision will adhere to all relevant local, State, and Federal Codes, safety standards, and laws. They will meet or exceed the manufacturer's safety and mechanical standards applicable to the specific vehicle model utilized under this contract.

Maintenance and Operational Condition

All vehicles and associated equipment will be consistently maintained in full operational condition, adhering to the manufacturer's recommended maintenance guidelines. Anytime a vehicle does not meet these standards, it will be pulled from operations and replaced with a spare vehicle until fixed.

Exterior Appearance

The vehicles supplied shall have exteriors consistently maintained in a clean condition, free from grime, oil, or any other substances. The exterior surfaces shall be kept in good repair, without cracks, breaks, dents, or significant paint damage that would negatively impact the vehicle's appearance. Our in-house design team will work in partnership with the City to develop attractive vehicle wraps that effectively represent the identity of the Transit system.

Interior Cleanliness and Comfort

The interior of all vehicles will be clean and free from torn floor coverings, damaged or broken seats, and protruding sharp edges. Seats will be adequately padded and comfortable for passengers.

SECTION 2 - Approach to The Scope of Service

Marketing Plan

The Plantation micro transit service, powered by Freebee, is set to revolutionize mobility in the community with a dynamic and innovative marketing approach. Utilizing our in-house creative, marketing, and video production teams — from skilled designers to marketing strategists and videographers — Freebee has developed a proprietary ridership outreach strategy that has consistently increased ridership across our operating zones.

As we introduce the Plantation micro transit service, here are some of the multifaceted strategies we plan to implement:

Press Releases and Media Engagement

We will actively engage the press to keep the community informed and excited about the upcoming services. This includes press releases, media coverage, and interviews to generate anticipation and awareness.

Direct Community Engagement

Our team will conduct in-person visits to businesses, offices, residential complexes, hotels, places of worship, and assisted living facilities to meet, engage, and educate the community about how the Plantation micro transit service enhances local mobility.

Plantation Branded Brochures

These will be strategically placed in high-traffic areas, offering clear, concise information about the service, how to request a ride, and a detailed map of the service area.

Community Ambassadors

Dedicated professionals will continually educate commuters and residents about the new service, addressing questions and providing insights.

SECTION 2 - Approach to The Scope of Service

Targeted Social Media Campaigns

Expertly designed campaigns will geographically target and engage potential riders, leveraging the power of digital platforms to maximize reach and impact. These campaigns will highlight the benefits of the service and promote special offers and updates.

Vehicle Wrapping and Branding

All Freebee vehicles will be wrapped in a design consistent with the existing Transit service, ensuring brand continuity and visibility. Our in-house design team will collaborate with the City to create visually appealing wraps that reflect the Transit's identity.

Additionally, Freebee enhances this model by partnering with local businesses to offer them free advertising on the Ride Freebee mobile app. This platform allows businesses to offer exclusive deals and discounts, attracting more passengers to their locations—a service provided courtesy of the City of Plantation. Moreover, the app promotes public services such as parks, farmers' markets, and special events, further enriching community life and increasing the visibility of the on-demand transit service.

Prior to the launch in Plantation, Freebee and the City will establish a comprehensive marketing and promotional plan. All marketing collaborations will require the City's approval, ensuring that all promotional materials are reviewed and approved by the City before their use. This holistic marketing approach not only elevates the visibility of the service but also fosters a deeper connection with the community, setting the stage for a successful launch and sustained growth in ridership.

SECTION 2 - Approach to The Scope of Service

See below for our phased marketing strategy pre launch, during launch, and after launch:

Pre-launch Phase:

Identify Target Ridership Audience:

Conduct comprehensive market research to identify the primary target audience for the Plantation micro transit service, including commuters, students, tourists, and local neighborhood residents.

Partnerships and Community Engagement:

Forge strategic partnerships with local businesses, stakeholders, and community organizations to enhance service visibility and engagement.

Public Relations:

Develop and distribute press releases to local media outlets, highlighting the unique benefits and features of the service. Secure media coverage through interviews and feature stories to generate excitement and anticipation.

Digital Presence:

Leverage social media platforms, local online forums, and targeted online advertising to connect with the local community and build anticipation for the service.

Activations:

Deploy a local street team to engage and educate about the upcoming service at events and places where potential riders gather.

SECTION 2 - Approach to The Scope of Service

Launch Phase:

Promotional Campaigns:

Roll out a multi-channel marketing campaign encompassing traditional and digital marketing channels to maximize reach and impact.

Launch Event + Ribbon Cutting:

Organize a high-profile launch event to generate buzz and engage the local community. Include a ribbon-cutting ceremony to mark the official launch of service.

Continued Community Engagement:

Maintain active engagement with the community through collaborative efforts, joint promotions, sponsorships, and participation in local events.

Continued Activations:

Sustain efforts to engage and educate residents, workers, and visitors about the benefits and convenience of using micro transit for their transportation needs.

First Six Months:

Localized Marketing Collateral + Distribution:

Develop visually appealing and informative marketing collateral such as brochures, pamphlets, and posters tailored to the local community. Distribute these materials across key locations to raise awareness of Plantation's new service.

Ongoing Community Engagement:

Actively participate in local events, festivals, and community gatherings to foster connections and promote micro transit as a convenient and eco-friendly mobility option.

SECTION 2 - Approach to The Scope of Service

User-generated Content with Local Influencers:

Encourage riders and local influencers to share their positive experiences on social media platforms using designated hashtags.

Data-driven Optimization:

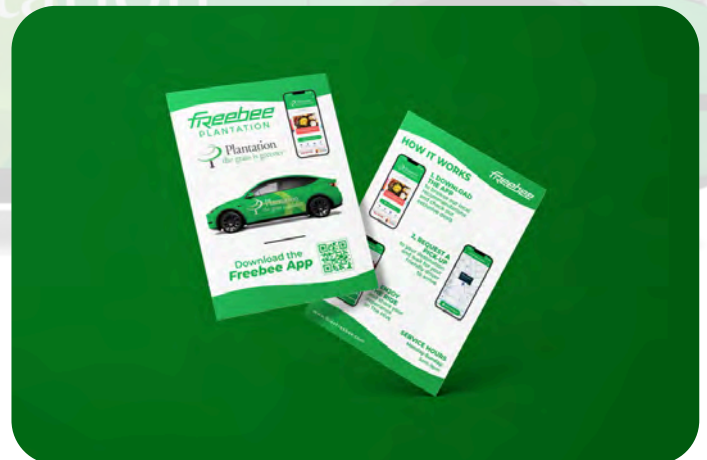
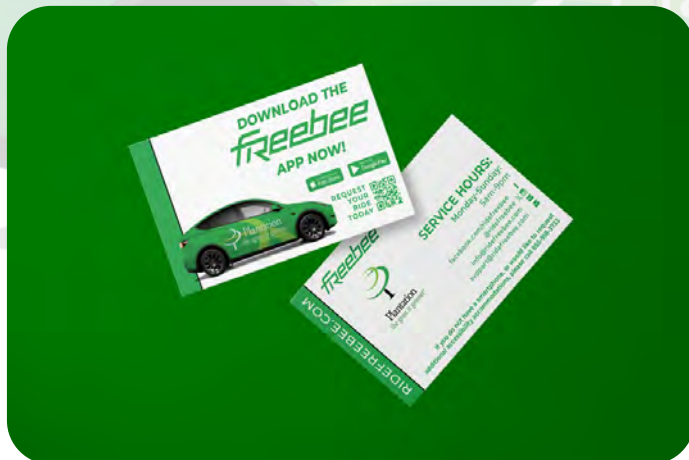
Continuously analyze ridership data, including peak usage times and customer feedback, to optimize service operations and enhance the overall user experience.

Customer Feedback Surveys:

Establish various channels for customers to provide feedback, including in-app surveys, email, or dedicated feedback forms, to gather insights.

Partnerships and Local Endorsements:

Strengthen partnerships with local influencers, community leaders, and businesses to amplify brand endorsements and increase service visibility within the community.



SECTION 2 - Approach to The Scope of Service

Economic Resilience Strategy

The most powerful marketing tool Freebee utilizes to market the service and increase ridership is the technique of utilizing the existing Social Capital of the community. Freebee does this by serving as an Economic Resiliency tool for local businesses.

Freebee achieves this technique by utilizing Social Capital by developing partnerships with all the local businesses in the area and providing them with free advertising through the mobile app. Each business has the capability to offer our riders exclusive deals and discounts on the platform, which in turn, helps to physically drive traffic back to their locations again. This promotion is free to all local businesses and communicated that it is provided courtesy of the City of Plantation. The mobile app platform provides the same value in promoting public services like parks, farmers' markets, special events like ribbon cuttings, the library, health services, and rapid transit connectivity. This strategy in turn provides a compounding effect by utilizing the marketing influence of all partnering local businesses to promote the new micro transit service and increase ridership.

Customer Service

Freebee's customer service procedures are designed for swift and efficient resolution of all inquiries, ensuring a seamless experience for riders while relieving our clients of any additional workload. We offer a comprehensive approach to receiving and addressing concerns through multiple channels, including web inquiries, direct messages, social media, and in-app reviews. Once a complaint or inquiry is received, it is promptly logged into our customer service system to ensure that every issue is tracked and handled with care. Freebee is committed to addressing all customer service inquiries within 24 hours at the latest, with most being resolved within 1-2 hours.

SECTION 2 - Approach to The Scope of Service

Our customer service team is thoroughly trained to handle inquiries across all platforms, prioritizing timely and empathetic responses, without requiring any intervention or support from our clients. For more complex issues, matters are escalated to senior staff to ensure they receive specialized attention. Post-resolution, we actively seek customer feedback to measure satisfaction and continuously improve our services. This structured, inclusive, and responsive approach highlights Freebee's commitment to delivering exceptional customer service while allowing our clients to focus on their core priorities, as we take full responsibility for handling and resolving all rider concerns.

Safety Compliance Plan

Freebee's safety compliance stems from the Freebee System Safety Program Plan, necessitating comprehensive steps to ensure the safety and security of all personnel and property. Freebee provides extensive training and utilizes all necessary safety precautions and devices in connection with delivering the service. The purpose of this plan is to ensure that Freebee delivers its passengers safe, reliable, and efficient micro transit services. This plan details the key operational control measures and procedures that Freebee implements to meet its operational objectives and enhance service quality. This operations and maintenance plan applies to all facets of Freebee's micro transit services, encompassing vehicles, drivers, customer service, and day-to-day operations.

Freebee's operational objectives are to:

- Ensure the safety of its passengers and drivers at all times.
- Provide reliable and on-time service.
- Deliver exceptional service and support.
- Maintain clean and well-maintained vehicles.
- Continuously enhance service quality based on feedback and data analysis.

SECTION 2 - Approach to The Scope of Service

To achieve its operational objectives, Freebee will implement the following control measures:

- Conduct background checks and thorough training for all drivers to ensure they are qualified and capable of delivering safe and reliable service.
- Implement regular vehicle maintenance schedules to keep vehicles in optimal condition and reduce the likelihood of breakdowns or accidents.
- Monitor and track service performance, including on-time performance, driver behavior, incidents, and passenger feedback, to identify areas for improvement and take corrective action when necessary.
- Provide ongoing customer service training to drivers and support staff to ensure they are equipped to handle passenger inquiries, complaints, and issues in a professional and satisfactory manner.
- Maintain and enhance the Freebee dashboard for collecting and analyzing passenger feedback, including complaints and suggestions, to identify trends and areas for improvement.
- Review the SSPP annually and update it as necessary.
- Monitor current industry standards and trends.

Operations Assurance Procedures

To ensure that its operational control measures are effectively implemented, Freebee will:

- Conduct regular audits and inspections of vehicles, drivers, and operations to ensure compliance with safety, quality, and regulatory standards.
- Monitor and analyze key performance indicators (KPIs) related to safety, reliability, customer service, and operational efficiency to identify areas for improvement and take corrective action when necessary.
- Conduct regular training and refresher courses for drivers and support staff to ensure they are up-to-date with the latest safety and quality standards and protocols.
- Establish an operations assurance team responsible for monitoring and improving service quality, as well as responding to passenger complaints and issues.

SECTION 2 - Approach to The Scope of Service

Maintenance Procedures

Daily preventative maintenance checks designed as Pre and Post-shift Vehicle Inspection checklists are built into the driver side of the mobile app and must be completed before the driver can access ride requests. The checklist ensures that the vehicles are in safe and proper working condition. In addition to the checklist, all staff are trained on how to clean and sanitize the vehicle at the beginning and end of every shift. A more thorough performance maintenance check will be performed quarterly on all vehicles by a trained staff member. All maintenance, incident, and mechanical activity are logged within the Freebee platform and transparently shared with partnering municipal staff. In the event of an incident or mechanical issue with a vehicle, a spare vehicle will be dispatched within the same day or the following day relative to the time of the incident. Through this comprehensive approach, Freebee aims to provide ongoing transportation services that maintain a high standard of system safety, are reliable and efficient, and meet industry standards along with state and federal requirements.

Incident Response

To address service interruptions and ensure minimal disruption to the City of Plantation's transportation services, Freebee will implement a comprehensive and responsive protocol. This protocol prioritizes rapid communication with the City, efficient vehicle repair or replacement, and transparent communication with passengers. In case of service interruption, staff members who become aware of the issue are tasked to alert our control center, which may also be activated automatically by sensors within vehicles.

SECTION 2 - Approach to The Scope of Service

This contact evaluates the situation and communicates the details to drivers. Drivers are responsible for relaying this information to passengers and providing alternatives if available. In the event of an accident involving a Freebee vehicle, drivers must first ensure the safety of everyone involved, contact emergency services if needed, and report the accident in more detail to the control center. Drivers are also tasked with setting up safety measures at the scene and gathering pertinent information for documentation. For incidents that could impact safety or operations, employees are to promptly notify the control center, which will then coordinate the response depending on the nature of the incident.

All information about the incident will be documented and maintained as outlined in the Freebee SSPP and shared with The City of Plantation's staff. Furthermore, Freebee emphasizes regular training for all employees to ensure preparedness. The plan will be reviewed and updated annually, and all records will be securely maintained in compliance with the FDOT, OSHA, City of Plantation, and company policies.

Consistent communication of the plan is essential to ensure familiarity with roles and responsibilities. All incidents, accidents, or service interruptions will be communicated to all stakeholders as soon as technically possible and no longer than 24 hours. A compilation of all incidents, accidents, and service interruptions, if any, will be communicated with all stakeholders at or before each monthly reporting period and reviewed by the Freebee accident and incident committee for actionable steps.

SECTION 2 - Approach to The Scope of Service

Immediate Notification

Upon any service interruption, Freebee will notify The City of Plantation immediately, providing detailed information about the nature and extent of the interruption. This ensures that the City is fully informed and can assist or advise on mitigation strategies if necessary. If there is an incident of any scale, our protocol ensures that local authorities are contacted right away after the driver enacts their safety and first-aid training protocols. Following the response to local authorities, the vehicle operator will contact their service area manager and notify the dispatch team, "Workforce," through the driver-side application and directly calling them.

Rapid Resolution Efforts

Freebee is committed to using its best efforts to resume service as swiftly as possible, aiming for a resolution and service resumption within one hour from the time of interruption. This includes prioritizing vehicle repair or replacement with a spare vehicle to ensure minimal downtime.

Vehicle Replacement Strategy

Should a vehicle require repairs that are not immediately rectified, Freebee will deploy a replacement vehicle from a reserve fleet to maintain service continuity. This strategy ensures that service interruptions are kept to a minimum and that passengers experience as little inconvenience as possible. Freebee is uniquely qualified for this with our over 200 vehicles concentrated in South Florida and our in-house vehicle branding team. Freebee has the least points of failure in immediate response compared to any other provider here locally.

Compensation Policy

Freebee acknowledges that no compensation will be provided for any period during which services are interrupted. The focus will be on minimizing the duration of service interruptions to mitigate financial impact and maintain service quality and reliability.

SECTION 2 - Approach to The Scope of Service

Passenger Notifications

During any service interruption, a passenger-friendly message will be displayed on Freebee's mobile application. This message will inform passengers of the reason for the service interruption and, importantly, provide an estimated time when service will be resumed.

Transparency and Updates

The message will be clear, concise, and updated as more information becomes available or as the situation evolves. This service powered by Freebee aims to maintain trust and transparency with its users, recognizing that effective communication is key to passenger satisfaction during unforeseen service disruptions. Our approach to managing service interruptions in The City of Plantation is designed to ensure rapid response, minimal disruption, and clear communication with both the City and our passengers. By implementing these protocols, Freebee aims to uphold high standards of service reliability and passenger care, even in the face of unexpected challenges.

Timeline for Launch

Freebee is prepared to deliver a comprehensive, turnkey solution for the successful launch and ongoing management of Plantation's micro transit service. As a full-spectrum operator, we handle every aspect required to create a dynamic transportation environment—from developing a user-friendly mobile application customized for the City of Plantation, to recruiting and training professional W-2 drivers. We also manage vehicle procurement, maintenance, and the oversight of physical operations facilities, ensuring a smooth and efficient service.

SECTION 2 - Approach to The Scope of Service

The introduction of micro transit follows a strategic, phased rollout plan. This begins with a thorough planning phase to define service objectives, target key demographics, and solidify operational requirements specific to the City's needs. The next stage focuses on the Technology Setup, where we establish a robust technological infrastructure to support efficient micro transit operations. This includes customizing the mobile app and configuring backend systems to provide a seamless, integrated service experience for all users.

By managing all operations in-house and minimizing reliance on third-party services, Freebee maintains full control over quality and performance. This ensures that the City of Plantation receives a reliable, efficient, and community-focused micro transit solution designed to enhance connectivity and improve quality of life throughout the city.

To ensure the successful and timely launch of Plantation's micro transit service, we have outlined a detailed and strategic plan:

Phase 1: 2-4 Weeks

Planning Phase: In the first phase, the team will define the service objectives, identify target demographics, and ensure all vehicle procurement, service area mapping, and operational requirements are in place. This phase will include conducting thorough market research to understand the community's needs and address potential challenges proactively.

Charging Station Location and Permitting: Initial planning for charging station locations and the necessary permitting will also commence during this week, ensuring timely and efficient installation to support the electric fleet.

SECTION 2 - Approach to The Scope of Service

Phase 2: 2-4 Weeks

Technology Setup: In this phase, the mobile development team will establish the critical technology infrastructure to support the microtransit service. This includes configuring the mobile app, implementing backend systems for real-time vehicle tracking and dispatch, and integrating reporting, processing, and customer support features customized for the City of Plantation. These systems ensure seamless operations and a user-friendly experience for all riders.

Community Ambassador (Driver) Recruitment: We will begin the recruitment process to identify and onboard highly skilled driver ambassadors, who are key to the success of the service. Our focus will be on selecting individuals with exemplary driving records, strong customer service skills, and a steadfast commitment to safety.

Community Awareness and Engagement Planning: At the same time, we will begin developing targeted marketing campaigns and community outreach strategies. This will involve planning events, forging partnerships, and coordinating media engagement to build widespread awareness and excitement for the upcoming launch of the service.

Phase 3: 2 Weeks

Community Ambassador (Driver) Training: Training for newly recruited drivers will start immediately, covering essential areas such as mastery of our advanced technology platform, customer service excellence, rigorous safety protocols, and operational best practices to ensure a smooth and safe launch.

Community Awareness and Engagement Implementation: We will kick off our planned marketing and community engagement activities, officially introducing residents to the **Plantation Connect** service. These efforts will encourage the community to explore and embrace this new, convenient transit option.

SECTION 2 - Approach to The Scope of Service

Phase 4: 2 Weeks

Community Ambassador Training Completion: All training modules will be finalized, ensuring our team is fully equipped to provide exceptional service from day one. Our staff will be well-prepared to deliver a smooth and efficient rider experience, with a strong focus on customer service and safety.

Soft Launch: The service will undergo a soft launch, operating at a reduced capacity to test functionality, address any technical adjustments, and gather valuable user feedback. During this controlled phase, the operations team will closely monitor performance, making real-time adjustments to ensure the service runs smoothly and meets community expectations.

Phase 5: (Launch by July 1st, 2025):

Official Launch: In the final week of June 2025, Freebee will finalize all service preparations, including vehicle inspections, tech checks, and route optimization. The service will officially launch with a **ribbon-cutting ceremony on or before July 1st, 2025**. This event will mark the formal debut of the micro-transit service to the public, reinforcing community engagement and showcasing the benefits of the service.

SECTION 2 - Approach to The Scope of Service



SECTION 2 - Approach to The Scope of Service

Service Level Data

At Freebee, we are committed to delivering an exceptional transportation experience that aligns with the highest standards of service and sustainability. Our approach focuses on providing seamless, efficient, and environmentally responsible mobility solutions. We recognize that to build trust and satisfaction with our riders and the community, we must consistently meet and exceed key service performance metrics.

To that end, we are dedicated to achieving excellence in the following areas:

- a. **Average Wait Time:** We strive to keep average wait times as short as possible, aiming for minimal delays and ensuring that riders can rely on timely pickups for an efficient and convenient experience. We are committed to ensure average wait-time stays within 10-15 minutes of request.
- b. **Average Trip Rating:** We commit to maintaining high satisfaction levels, targeting an average trip rating of 4.9 stars (out of 5) or higher across all service areas, ensuring passengers consistently experience safe, comfortable, and enjoyable rides.
- c. **Average Time to Resolve Complaints:** Our goal is to resolve all customer complaints within 24 hours, with the majority addressed within 1-2 hours, ensuring prompt attention to any issues and maintaining a high level of customer satisfaction.
- d. **Average Response Time to Calls and Emails:** We are committed to responding to all calls and emails within 24 hours, ensuring clear and fast communication with our riders and community members.
- e. **Maximum Percentage of Missed, Declined, and Cancelled Trips:** We aim to keep the percentage of missed, declined, or cancelled trips by Freebee below 5%, ensuring that the vast majority of ride requests are fulfilled and that riders can count on reliable service.

SECTION 2 - Approach to The Scope of Service

f. **Percentage of Trips in Low-Emissions Vehicles:** In support of our commitment to sustainability, we will ensure that 100% of trips are completed in low-emission vehicles, contributing to a cleaner and greener environment.

g. **Percentage of Trips Served in Hybrid/Electric Vehicles:** We are dedicated to reducing our carbon footprint and will ensure that 100% of trips are conducted in hybrid or electric vehicles, further promoting eco-friendly transportation solutions.

Enhanced Value Innovative Concepts

Local Business Focus – Economic Development

Freebee's platform goes beyond transportation by serving as a localized community guide that actively promotes local businesses, city events, and public service announcements—all at no cost. As the only platform in the world that offers this unique feature, Freebee provides free advertising to all local businesses, giving them a direct channel to reach riders and community members. Through the “Ride Freebee” mobile app, businesses can engage users with exclusive deals, discounts, and recommendations, increasing foot traffic and encouraging people to shop locally rather than ordering from neighboring cities. This approach helps keep local dollars circulating within the community, fostering economic growth.

Moreover, the platform is a dynamic resource for the City of Plantation, allowing the city to promote local events, city services, and public announcements directly to residents and visitors. From highlighting upcoming city events and park activities to sharing health services and library updates, Freebee's platform ensures that community members have access to essential, localized information at their fingertips. By creating this integrated system that benefits both businesses and public services, Freebee supports the overall growth of the local economy while enhancing the community's connectivity and engagement. The platform's unique ability to combine transportation with economic development and city promotion sets it apart as a vital tool for community growth and engagement.

SECTION 2 - Approach to The Scope of Service

Freebee offers more than just transportation. It offers way to bring communities together!

COMMUNITY OUTREACH – Strengthening Local Business Connections



Through hands-on community outreach, Freebee engages directly with local businesses, HOAs, and hotels to spread awareness about our services. By going door to door, we foster personal connections, distribute valuable marketing collateral, and educate the community about how Freebee supports local commerce and economic development.



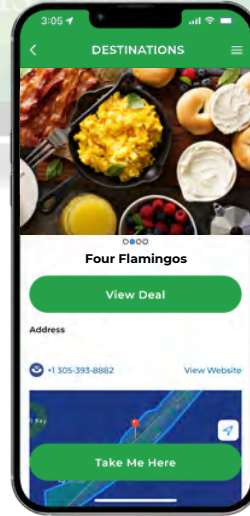
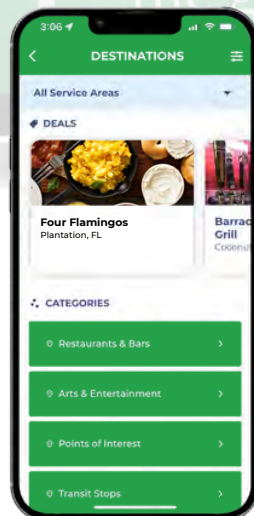
*hours
spent in
the field
each year*

APP INTEGRATION – Supporting Local Business Growth

Freebee's mobile app is more than just a ride-hailing tool – it actively promotes local businesses by offering users exclusive deals and direct transport to business locations. This seamless integration between mobility and commerce not only supports economic development but also enhances community engagement by making it easier for users to explore and support nearby businesses.



Business Profiles



SECTION 2 - Approach to The Scope of Service

Community Engagement

At Freebee, community engagement is central to our micro-transit service. We aim to be more than just transportation. We strive to be an integrated part of residents' daily lives, ensuring everyone feels heard and valued.

Freebee engages through regular outreach, pop-up information sessions, local events, and open communication channels. By being present, we understand and adapt to each neighborhood's unique needs. This involvement helps us tailor our service to fit naturally into the community.

Our focus on community relationships goes beyond providing rides. We actively listen to residents, gather feedback, and adapt our solutions to reflect their input. This approach empowers residents and gives them a sense of ownership.

Freebee collaborates with community stakeholders to keep our service flexible and responsive. This adaptability helps ensure our transit solution evolves with the community, enhancing convenience and fostering connection.

The result is a user-centered service that builds community pride and partnership. Residents become partners in shaping their transit options, making Freebee a valued community asset that enriches everyone involved.

SECTION 2 - Approach to The Scope of Service

Freebee offers more than just transportation. It offers way to bring communities together!

TRADE SHOWS – Showcasing Innovation in On-Demand Microtransit



As a leader in on-demand microtransit, Freebee provides best in-class knowledge and findings by actively participation in trade shows and industry conferences. By showcasing our innovative, sustainable transportation solutions, we drive economic development and demonstrate our commitment to cutting-edge mobility options that enhance urban planning and community connectivity.



Annual Trade Shows



Annual Presentations

COMMUNITY EVENTS – Driving Local Engagement & Awareness

Freebee is proud to be a vital part of local communities, actively participating in parades, holiday events, and neighborhood celebrations. These events not only highlight our dedication to community engagement but also create direct opportunities to promote local economic growth by connecting residents and visitors to nearby businesses and attractions.



Annual Events



SECTION 2 - Approach to The Scope of Service

Additional Resources Available

Freebee's business success is deeply rooted in closely woven community relationships that form the foundation of trust our service thrives on. This strong community engagement has facilitated a steady and organic geographic expansion from our founding communities, allowing us to build a model of growth that is both authentic and reliable. This approach enables us to implement accurate, timely, and nearly autonomous solutions and enhancements that often go unnoticed due to the seamless nature of our operations that flows so smoothly. As a result of this success, we have consistently focused on incrementally enhancing our existing service areas and nurturing our relationships within those communities, because this is our home as well.

Logistically, this integration enables an extensive network of vehicles, staff, mechanics, and resources strategically positioned at the ready all around the City of Plantation in every direction. With a larger resource pool than any other on-demand micro transit operator in the region, Freebee is uniquely equipped to meet the diverse transportation needs of the community. The main office, located north of Miami, ensures that a significant number of vehicles and trained staff are readily available to address any logistical requirements efficiently. This robust infrastructure not only facilitates seamless operations but also includes safe storage solutions for vehicles during emergencies, such as flooding and hurricanes, thereby reinforcing Freebee's commitment to reliability and community support in times of need.

SECTION 2 - Approach to The Scope of Service

Plantation Service Team

The Freebee Plantation Service Area Project Team is carefully structured to ensure top-tier service delivery and operational excellence. Each team member plays a critical role in enhancing the efficiency of our microtransit services. Chris Walker, as the Performance Territory Manager, will oversee daily operations, ensuring customer satisfaction and optimizing performance metrics. Team Leaders will provide logistics support and maintain a strong community presence with 40 hours a week on-site. Our Community Ambassadors, trained to offer exceptional customer service, will not only operate the vehicles but also serve as knowledgeable representatives of the community. John Janusz, as the Economic Development Manager, will focus on connecting service users with local businesses to boost foot traffic and engagement.

Freebee's team development strategy is rooted in years of experience delivering successful microtransit services across South Florida. Our approach is strengthened by our deep understanding of the local workforce, allowing us to assemble a team that is both highly effective and adaptable to community needs. A key aspect of our philosophy is hiring local talent, who bring an inherent understanding of the area's culture and transportation patterns. This not only improves service quality but also fosters trust with riders and supports the local economy.

This team structure ensures Freebee provides robust, day-to-day operational support tailored to the unique needs of Plantation. Further details about our Key Staff and their roles will be outlined in Section 4 of the proposal.

SECTION 2 - Approach to The Scope of Service

Cost Containment Strategies

Freebee is dedicated to implementing effective cost containment strategies to ensure the long-term success and sustainability of our partnerships with municipal clients. Through a combination of strategic vendor relations, in-house management, electric vehicle operations, and innovative revenue models, we consistently reduce operational costs while maintaining high-quality services. Key cost containment strategies include:

Incentives and Grants: Freebee actively pursues federal, state, and local incentives and grants aimed at promoting electric vehicle adoption and innovative transit solutions. These financial incentives help offset both initial capital investments and ongoing operational expenses. For example, we have successfully assisted municipalities in securing Department of Transportation (DOT) grants that now cover 50% of operational costs for the next three years. In addition, Freebee has dedicated in-house teams that will work closely with the City of Plantation to identify and maximize grant opportunities, ensuring that the city benefits from all available funding to support its transportation initiatives.

Fare Revenue Implementation: To further support cost containment, Freebee offers the option of implementing a fare revenue system, allowing municipalities to generate additional income from ride fares. This provides a flexible revenue stream to help offset operational costs and ensure the financial sustainability of the service.

Advertising Revenue Implementation: Freebee's platform also creates revenue generating opportunities through advertising partnerships with local and national businesses. Advertising space within the "Ride Freebee" mobile app, on vehicles, and at key community touchpoints generates income that helps offset operational costs. Once implemented, we would provide a 50/50 split on any advertising revenue generated to help lower the costs of the program.

SECTION 2 - Approach to The Scope of Service

Vendor Relations and Bulk Purchasing Freebee has established strong, long-term relationships with key vendors, allowing us to negotiate favorable terms and pricing. By consolidating bulk purchases and leveraging these partnerships, we secure volume discounts on goods and services, passing significant savings directly to our municipal partners.





EXHIBIT “B”

(Rates/Fees/Pricing)

SECTION 6: Cost Detail

BID/PROPOSAL FORM

RFSP NO. 102-24 MICRO TRANSIT PROGRAM

By signing this Proposal, the Proposer agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a Proposal for the same purpose and that this Proposal is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned Proposer that the signing and delivery of the bid represents the Proposer's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the Proposal by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-proposal conference, if applicable to this Proposal, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Proposer, in submitting this Proposal, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Proposer and the City:

COMPANY NAME: Beefree LLC d/b/a Freebee

MICRO TRANSIT PROGRAM - MIDTOWN

Item No.	Description	Hourly Cost	Total
1	Hourly fee per vehicle with driver – Large vehicle	Vehicle make & model - Not recommended \$ 44.89	\$ N/A
2	Hourly fee per vehicle with driver – Small vehicle	Vehicle make & model - Recommended Fleet \$ 36.63	\$ 131,904.63
3	Software/ Application management cost	\$ 0	\$ 0
4	Deployment/On-Boarding cost	\$ 0	\$ 0
5	Flexible Hourly fee (Special events, weekends, holidays etc. if applicable)	\$ 35.00	\$35.00/hr
SUB-TOTAL 3 Vehicles x \$131,904.63			\$395,713.89

MICRO TRANSIT PROGRAM – MIDTOWN EXPANSION

Item No.	Description	Hourly Cost	Total
1	Hourly fee per vehicle with driver – Large vehicle	Vehicle make & model - Not recommended \$ 44.89	\$ N/A
2	Hourly fee per vehicle with driver – Small vehicle	Vehicle make & model - \$ 36.63	\$ 131,904.63
3	Software/ Application management cost	\$ 0	\$ 0
4	Deployment/On-Boarding cost	\$ 0	\$ 0
5	Flexible Hourly fee (Special events, weekends, holidays etc. if applicable)	\$ 35.00	\$ 35.00/hr
SUB-TOTAL			\$ 131,904.63

SECTION 6: Cost Detail

BID/PROPOSAL FORM

MICRO TRANSIT PROGRAM – EASTSIDE

Item No.	Description	Hourly Cost	Total
1	Hourly fee per vehicle with driver – Large vehicle	\$ 44.89	\$ N/A
2	Hourly fee per vehicle with driver – Small vehicle	\$ 36.63	\$ \$131,904.63
3	Software/ Application management cost	\$ 0	\$ 0
4	Deployment/On-Boarding cost	\$ 0	\$ 0
5	Flexible Hourly fee (Special events, weekends, holidays etc. if applicable)	\$ 35.00	\$ \$35.00/hr
SUB-TOTAL			\$ \$131,904.63

MICRO TRANSIT PROGRAM – WESTSIDE

Item No.	Description	Hourly Cost	Total
1	Hourly fee per vehicle with driver – Large vehicle	\$ 44.89	\$ N/A
2	Hourly fee per vehicle with driver – Small vehicle	\$ 36.63	\$ \$131,904.63
3	Software/ Application management cost	\$ 0	\$ 0
4	Deployment/On-Boarding cost	\$ 0	\$ 0
5	Flexible Hourly fee (Special events, weekends, holidays etc. if applicable)	\$ 35.00	\$ 35.00/hr
SUB-TOTAL			\$ \$131,904.63

SENIOR MICRO TRANSIT PROGRAM OPTION - MIDTOWN

Item No.	Description	Hourly Cost	Total
1	Hourly fee per vehicle with driver – Large vehicle	\$ 44.89	\$ N/A
2	Hourly fee per vehicle with driver – Small vehicle	\$ \$36.63	\$ \$131,904.63
3	Software/ Application management cost	\$ 0	\$ 0
4	Deployment/On-Boarding cost	\$ 0	\$ 0
5	Flexible Hourly fee (Special events, weekends, holidays etc. if applicable)	\$ \$35.00	\$ \$35.00/hr
SUB-TOTAL			\$ \$131,904.63

SECTION 6: Cost Detail

BID/PROPOSAL FORM

SENIOR MICRO TRANSIT PROGRAM OPTION – MIDTOWN EXPANSION

Item No.	Description	Hourly Cost	Total
1	Hourly fee per vehicle with driver – Large vehicle	\$ 44.89	\$ N/A
2	Hourly fee per vehicle with driver – Small vehicle	\$ 36.63	\$ 131,904.63
3	Software/ Application management cost	\$ 0	\$ 0
4	Deployment/On-Boarding cost	\$ 0	\$ 0
5	Flexible Hourly fee (Special events, weekends, holidays etc. if applicable)	\$ 35.00	\$ 35.00/hr
SUB-TOTAL			\$ 131,904.63

SENIOR MICRO TRANSIT PROGRAM OPTION – EASTSIDE

Item No.	Description	Hourly Cost	Total
1	Hourly fee per vehicle with driver – Large vehicle	\$ 44.89	\$ N/A
2	Hourly fee per vehicle with driver – Small vehicle	\$ 36.63	\$ 131,904.63
3	Software/ Application management cost	\$ 0	\$ 0
4	Deployment/On-Boarding cost	\$ 0	\$ 0
5	Flexible Hourly fee (Special events, weekends, holidays etc. if applicable)	\$ 35.00	\$ 35.00/hr
SUB-TOTAL			\$ 131,904.63

SENIOR MICRO TRANSIT PROGRAM OPTION – WESTSIDE

Item No.	Description	Hourly Cost	Total
1	Hourly fee per vehicle with driver – Large vehicle	\$ 44.89	\$ N/A
2	Hourly fee per vehicle with driver – Small vehicle	\$ 36.63	\$ 131,904.63
3	Software/ Application management cost	\$ 0	\$ 0
4	Deployment/On-Boarding cost	\$ 0	\$ 0
5	Flexible Hourly fee (Special events, weekends, holidays etc. if applicable)	\$ 35.00	\$ 35.00/hr
SUB-TOTAL			\$ 131,904.63

ITB No. 102-24; Micro Transit Program - Term Contract

Page | 43

SECTION 6: Cost Detail

BID/PROPOSAL FORM

ADDITIONAL FEES – IF APPLICABLE

Item No.	Description	Unit Cost	Total
1	N/A	\$	\$
2	N/A	\$	\$
3	N/A	\$	\$
4	N/A	\$	\$
5	N/A	\$	\$
GRAND TOTAL			\$

GRAND TOTAL

Item No.	Description	Total
1	Micro Transit Program – All Zones	\$ \$791,427.78
2	Senior Micro Transit Program Option – All Zones	\$ \$527,618.52
Grand Total – Micro Transit Program		\$ \$1,319,046.30

Provide specifications for each Large and small vehicle that is being proposed for this project including seating capacity, make and model.

*** The City reserves the right to increase/decrease quantities**

Number of Calendar Days for service startup	60 Days
---	---------

SECTION 6: Forms

GUARANTEE OF PROPOSAL

Name of Company: Beefree, LLC d/b/a Freebee

Street Address: 2312 N Miami Ave

<u>Miami</u>	<u>FL</u>	<u>33127</u>
City	State	Zip

Mailing Address: 371 NE 61st St, Miami, FL 33137

Phone No.: 215-370-5699 Fax#: _____

Email Address: Jason@ridefreebee.com

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the

State of Florida: ☒ Yes ☐ No If yes, License #: _____

State of Florida Corporation ID # (From Secretary of State): L12000028728

Federal Employer Identification Number (FEIN): 45-4659887

IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.

Claudia Rios
Witness

NS
Witness

Corporate Seal (Where appropriate)

Jason Spiegel
(Authorized Signature in Ink or Electronic)

Jason Spiegel
(Printed Name of Above Signer)

Managing Partner
(Printed Title of Above Signer)

10/21/24
(Date Signed)

By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.



EXHIBIT “C”

(Documentation required by the City submitted
by the Contractor during the solicitation period
prior to Notice of Award)

SECTION 6: Forms

TRUTH IN NEGOTIATION STATEMENT

TRUTH IN NEGOTIATION STATEMENT

Sworn Statement to be returned with Response to Solicitation

STATE OF Florida

COUNTY OF Miami Dade

Before me, the undersigned authority, personally appeared Jason Spiegel,
who, after being duly sworn, deposes and says as follows:

1. This sworn statement is submitted by Beefree LLC, d/b/a Freebee, (entity submitting sworn statement), whose business address is 371 NE 61st St, Miami, FL 33133 and its Federal Employer Identification Number (FEIN) is 45-4659887. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____).
2. My name is Jason Spiegel (please print name of individual signing), and my relationship to the entity named above is Managing Partner, and I have personal knowledge of the statements made herein. I also have the authority to make this statement on behalf of Beefree LLC, (entity submitting sworn statement).
3. Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the City requires the Respondent to execute this certificate.
4. I attest that any wage rates and other factual unit costs shown to the City, required by the City, or reflected in the Response to the City solicitation which resulted in this Contract are accurate, complete, and current. I further agree that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the City, whichever is later.

FURTHER AFFIANT SAYETH NAUGHT.

SECTION 6: Forms

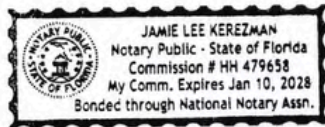
TRUTH IN NEGOTIATION STATEMENT

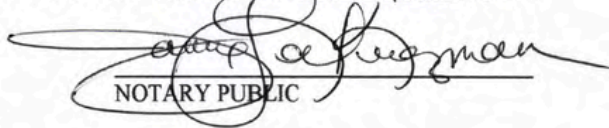
NOTARY BLOCK FOR A LIMITED LIABILITY COMPANY:

STATE OF Florida
COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10/21/24 (date) by Jasen Spiegel (name of member, manager, officer, or agent, title of member, manager, officer or agent), of Beefree LLC (name of company acknowledging), a FL (state or place of formation) limited liability company, on behalf of the company, who is personally known to me or who has produced Florida Driver's License (type of identification) as identification.

My commission expires:




NOTARY PUBLIC

SECTION 6: Forms

PROPOSER'S CERTIFICATION

ACKNOWLEDGMENT OF PROPOSER, IF A LIMITED LIABILITY COMPANY

STATE OF Florida SS
COUNTY OF Miami Dade
On this 21 day of October, 2024 before me, the undersigned authority, personally appeared Jason Spiegel to me known to be the individual described in and who executed the foregoing instrument as managing partner of Bayfree LLC, a Florida company, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the company's Board of Directors or other appropriate authority of said company, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

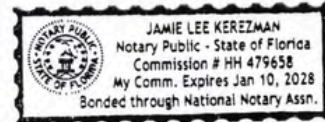
WITNESS my hand and official seal the date aforesaid.

Jamie Lee Kerezman
(Signature of Notary Public)

Jamie Kerezman (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known ☒ or product identification _____

Type of identification produced _____ (NOTARY'S SEAL)



SECTION 6: Forms

FORMS

Fill in Form

FORM A-1

CONFLICT OF INTEREST DISCLOSURE FORM

- I HEREBY CERTIFY that
1. I (printed name) Jason Spiegel am the (title) Managing Partner and the duly authorized representative of the firm of (Firm Name) Beefree LLC, d/b/a Freebee whose address is 371 NE 61st St, Miami, FL 33137, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,
2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; And,
3. This proposal 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.

EXCEPTIONS (List)

Firm Name: Beefree LLC, d/b/a Freebee

Printed Name: Jason Spiegel

Signature: [Signature] Title: Managing Partner

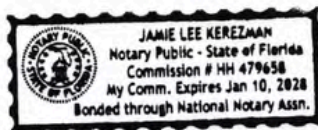
Date: 10/22/24

STATE OF Florida
COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 10/21/24 (date) by Jason Spiegel (name of officer or agent, title of officer or agent), of Beefree LLC (name of corporation acknowledging), a FL (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or who has produced Florida Driver's License (type of identification) as identification.

[Signature]
NOTARY PUBLIC

My Commission Expires: 1/10/28



RFSP No. 102-24; Micro Transit Program – Term Contract

Page | 51

SECTION 6: Forms

FORMS

Fill in Form

FIRM PROFILE

1. Firm (or joint venture) Name & Address Beefree LLC, d/b/a Freebee 371 NE 61st St Miami, FL 33137	1e. Licensed to do business in the State of Florida ☒ Yes ☐ No 1f. Name, Title & Telephone Number of Principal to Contact Jason Spiegel Managing Partner 305-330-9450
1a. Firm is ☒ National ☒ Regional ☒ Local FEIN # <u>45-4659887</u> 1b. Firm is a County Certified Small Business ☐ Yes ☒ No 1c. Firm is a County Certified Disadvantage Business Enterprise ☐ Yes ☒ No 1d. Firm is a Certified Minority Business ☐ Yes ☒ No	1g. Address of office to perform work, if different from Item 1
2. Please list the number of people by discipline that your firm/joint venture will commit to City projects. Dedicated Staff: 9 Drivers - 6 Team Leaders - 2 Performance Manager - 1 Support Staff: 15	
3. If submittal is by joint venture list participating firms and outline specific areas of responsibility (including administrative, technical, and financial) for each firm: N/A 3a. Has this joint venture previously worked together? ☐ Yes ☐ No	

SECTION 6: Forms

PUBLIC ENTITY CRIMES

Fill in Form

SWORN STATEMENT UNDER SECTION 287.133(3)(a) FLORIDA STATUTES

TO BE RETURNED WITH BID

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for RSFP NO 102-24.
2. This sworn statement is submitted by Beefree LLC, d/b/a Freebee (entity submitting sworn statement), whose business address is 371 NE 61st St, Miami, FL 33137 and its Federal Employer Identification Number (FEIN) is 45-4659887. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____).
3. My name is Jason Spiegel (please print name of individual signing), and my relationship to the entity named above is Beefree LLC.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a) A predecessor or successor of a person convicted of a public entity crime; or
 - b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charges with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate

ITB No. 102-24; Micro Transit Program - Term Contract

Page | 54

SECTION 6: Forms

PUBLIC ENTITY CRIMES

Fill in Form

of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

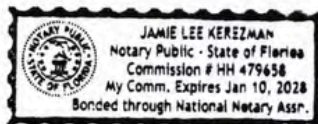
10-22-24
(Date)

STATE OF Florida

COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me this 21 Day of October, 2024 by Jason Spiegel, who is personally known to me or who has produced Florida Drivers as identification.

NOTARY SEAL



NOTARY PUBLIC

SIGN: Jamie Lee Kerezman

PRINT: Jamie Kerezman

Notary Public, State at large

My Commission Expires: 1/10/28

SECTION 6: Forms

NON-COLLUSION CERTIFICATION

Fill in Form

TO BE RETURNED WITH BID

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.

NAME

RELATIONSHIP

--	--

Witnesses:

Claudia Miro
 Typed name: Claudia Miro

NS
 Typed name: Natalie Spiegel

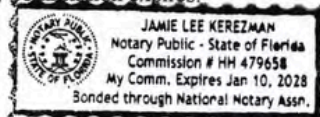
BIDDER:

By: Jason Spiegel
 Name: Jason Spiegel
 Title: Managing Partner

STATE OF Miami Florida
 COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10/21/24 (date) by Jason Spiegel who is personally known to me or who has produced Florida Drivers as identification

My commission expires:



Jamie Lee Kerezman
 NOTARY PUBLIC

RFSP No. 102-24; Micro Transit Program – Term Contract

Page | 58

SECTION 6: Forms

DRUG-FREE WORKPLACE

Fill in Form

STATEMENT UNDER SECTION 287.087 FLORIDA STATUTES

TO BE RETURNED WITH BIDDER

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

As the person authorized to sign this statement, I certify that this company complies with the above requirements.

Signature

Beefree LLC, d/b/a Freebee

Bidder Name

Jason Spiegel

Printed Name

10/21/24

Date

GENERAL TERMS AND PROVISIONS

1. PROPOSALS

Prices must be quoted on the sheet furnished by this Department; no other will be accepted. All prices quoted F.O.B. Plantation, Florida.

The responsibility for getting the Proposal to the City on or before the stated time and date will be solely and strictly the responsibility of the Proposer. The City will in no way be responsible for delays caused by the United States Postal Service or a delay caused by any other occurrence.

The Proposer shall be responsible for reading and completely understanding the requirements and specifications of the item(s) being proposed. Proposal time will be scrupulously observed. Under no circumstances will Proposals be submitted after the time specified be considered.

Proposals must be received electronically ONLY via the Demand Star website (<https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/>). Proposals not received electronically via Demand Star will be rejected.

2. EXCEPTIONS TO PROPOSAL

The Proposer will list on a separate sheet of paper any exceptions to the conditions of this Proposal. This sheet will be labeled "EXCEPTIONS TO PROPOSAL CONDITIONS," and will be attached to the Proposal. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

3. MODIFICATION OR WITHDRAWAL OF PROPOSAL

Proposers may request withdrawal of a posted Proposal/proposal prior to the scheduled Proposal opening time provided the request withdrawal is submitted to the Procurement Department, in writing. Withdrawn Proposals may be resubmitted up to the time designated for the receipt of Proposals if they are then fully in conformance with the Information/Instruction for Proposers.

Proposal security, if any is required, shall be in an amount sufficient for the Proposal as modified or resubmitted.

4. RIGHT TO REJECT PROPOSALS

The City reserves the right to reject all Proposals/proposal, to waive any informalities or minor irregularities in the Proposals/proposals received, and to accept that Proposal/proposal which in its judgment, best serves the interest of the City. The City hereby fully retains full discretion to determine the responsiveness of the Proposal/proposal and Proposer's responsibility, character, fitness, and experience to perform the Work.

Proposers may be disqualified, and rejection of Proposals/proposals may be recommended to the City for any of but not limited to the following causes:

- A. Failure to use the proposal form furnished by the City.
- B. Lack of signature by an authorized representative on the Proposal/proposal form.
- C. Failure to properly complete Proposal/proposal.
- D. Evidence of collusion among Proposers. Any evidence of agreement or collusion among Proposers and prospective Proposers acting to illegally restrain freedom of competition by agreement to Proposal a fixed price, or otherwise, will render the Proposals of such Proposers' void.
- E. Advance disclosures of any information given to any Proposer which would give that Proposer any advantage over any other interested Proposer, in advance of the opening of Proposals, whether in response to advertising or an informal request for Proposals, made or permitted by a member of the

GENERAL TERMS AND PROVISIONS

governing body of an employee or representative thereof, will operate to void all proposals of that Proposal solicitation or request.

- F. Omission of Proposal security (if required).
- G. Unauthorized alteration of Proposal form. The City reserves the right to waive any minor informality or irregularity.
- H. Failure to sign and return or acknowledge any addenda.

5. INCONSISTENCIES ON CONDITIONS

In the event there are inconsistencies between the General Provisions and other Proposal terms, or conditions contained herein, the former will take precedence.

6. ADDENDA AND INTERPRETATIONS

- A. If it becomes necessary to revise any part of this Proposal, a written addendum will be provided to all Proposers. The City is not bound by any oral representations, clarifications, or changes made in the written specifications by the City's employees, unless such clarification or change is provided to Proposers in written addendum form from the Procurement Director or designee.

Proposers shall promptly notify the City, prior to submission of their Proposal, of any ambiguity, inconsistency, or error they may discover upon examination of the Proposal and Contract Documents or of the site and local conditions.

- B. No interpretation of the meaning of drawings, specifications or other contract documents will be made to any Proposer orally, nor may the Proposer rely on any such pre-Proposal statements in completing his/her Proposal.
- C. All such interpretations and any supplemental instructions will be in the form of written addenda to the Proposal documents which, if issued, posted to the Demand Star website (www.demandstar.com). The City will not be responsible for any other explanations or interpretations of the Proposal/proposal documents. Failure of any Proposer to receive any such addendum or interpretation shall not relieve any Proposer from any obligation under their Proposal as submitted. All addenda so issued shall become a part of the Contract Documents.
- D. Each Proposer shall ascertain prior to submitting his/her Proposal that he/she has received all Addenda issued, and he/she shall acknowledge receipt and inclusion in his/her proposal of all Addenda.

7. AWARD OF CONTRACT

The Contract/Purchase Order will be awarded to the Proposer whose proposal is determined to be the most advantageous to the City, and whose Proposal is in the best interest of the City. Taking into consideration the evaluation factors and criteria set forth in the RFSP.

- A. The Lowest Proposer is determined by the aggregate amount of the prices set forth in the form of Proposal or the aggregate amount of the Base Proposal, plus any Alternates selected by the City.
- B. A Responsive Proposer shall mean a Proposer who has submitted a Proposal which conforms, in all material respects, to the Proposal Documents.
- C. A Responsible Proposer shall mean a Proposer who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will assure good faith performance. In determining responsibility, the following criteria will be considered:
 - 1. The ability, capacity, and skill of the Proposer to fulfil the contract or provide the service(s) required.

GENERAL TERMS AND PROVISIONS

2. Whether the Proposer can fulfil the contract or provide the service promptly, or within the time specified, without delay or interference.
3. The character, integrity, reputation, judgment, experience, and efficiency of the Proposer.
4. The quality of performance of previous contracts or services. For example, the following information will be considered:
 - a. The administrative and consultant cost overruns incurred by City on previous contracts with Proposer,
 - b. The Proposer's compliance record with contract general conditions on other projects,
 - c. The submittal by the Proposer of excessive and/or unsubstantiated extra cost proposals and claims on other projects,
 - d. The Proposer's record for completion of the work within the Contract Time or within Contract Milestones and Proposer's compliance with scheduling and coordination requirements on other projects,
 - e. The Proposer's demonstrated cooperation with the City and/or other contractors on previous contracts,
 - f. Whether the work performed, and materials furnished on previous contracts, were in accordance with the Contract Documents.
5. The previous and existing compliance by the Proposer with the laws and ordinances relating to contracts or services.
6. The sufficiency of the financial resources and ability of the Proposer to perform the contract or provide the service.
7. The quality, availability and adaptability of the goods or services to the particular use required.
8. The ability of the Proposer to provide future maintenance and service for the warranty period of the contract.
9. Whether the Proposer is in arrears to any Owner on debt or contract or is a defaulter on surety to any Owner.
10. Such other information as may be secured by the City having bearing on the decision to award the contract, to include, but not limited to:
 - a. The ability, experience, and commitment of the Proposer to properly and reasonably plan, schedule, coordinate and execute the Work.
 - b. Whether the Proposer has ever been debarred from proposing by any other public or private owner or found ineligible for proposing on any other projects.
 - c. Proposer's litigation history and reputation with owners for whom Proposer has previously worked.
 - d. Whether Proposer's contract on other projects has ever been terminated.
 - e. The purpose of the above is to enable the City to select the Proposal which is in the best interest of the City. The ability of the low Proposer to provide the required bonds (if applicable) will not of itself demonstrate the responsibility of the Proposer.

GENERAL TERMS AND PROVISIONS

8. BRAND NAMES "OR EQUAL"

Manufacturer's brand name and model number are used in these specifications for the purpose of establishing minimum requirement level of quality and standards of performance and design required. This is in no way intended to prohibit the proposing of other manufacturer's items of equal material and function, unless otherwise indicated. Equal (substitution) may be Proposal, providing the product Proposal is found to be equal in quality, standards of performance, design, etc. to item specified, unless otherwise indicated. Where equal is proposed, Proposal must be accompanied by complete factory information sheets (specifications, brochures, etc.) documenting the equipment Proposal as equal. The CITY, after evaluation of the documentation submitted, will determine if products is approved as equal to the specified request.

9. TAXES

The City is tax exempt, therefore all applicable Federal, State and Local Taxes, unless otherwise instructed by the City shall be excluded in the Proposer's Proposal. City reserves the right to direct purchase materials at Contractor's negotiated prices with material providers and thereby generate a tax savings to itself. City may also provide Contractor with Tax Exempt Certification number so that Contractor may purchase City Designated items tax free.

10. COLLUSION CLAUSE

Any evidence of agreement or collusion among Proposers and prospective Proposers acting to illegally restrain freedom of competition by agreement to Proposal a fixed price, or otherwise, will render the Proposals of such Proposers' void.

11. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, neither Proposer nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Proposer will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Proposer shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. Proposer further agrees that Proposer will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

12. ASSIGNMENT OF CONTRACTUAL RIGHTS

It is agreed that the successful Proposer will not assign, transfer, convey or otherwise dispose of the contract or its right, title, or interest in or to the same, or any part thereof, without previous written consent of the City and any sureties.

13. TIMELY DELIVERY

Time will be of the essence for any orders placed because of this Proposal. The City reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the Proposal/proposal form.

14. DEFAULT OF CONTRACT

In case of default by the Proposer or Contractor, the City may procure the items or services from other sources and hold the Proposer or Contractor responsible for any excess costs occasioned or incurred thereby.

15. ACCEPTANCE OF MATERIAL

The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made, and thereafter is accepted to the satisfaction of the

GENERAL TERMS AND PROVISIONS

City. It must comply with the terms herein and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the Proposer and return product to Proposer at the Proposer's expense.

16. DAMAGE

Precautions should be taken to prevent damage to all property. If any materials, equipment, or other property of the City shall be damaged or destroyed by personnel furnished by the Contractor, the Contractor shall, at its own expense, promptly repair or replace same to the complete satisfaction of the City. The Contractor shall repair or replace any property damaged because of failure to provide proper or adequate protection to its original state and to the satisfaction of the Owner. Any property damage should be reported to the onsite Director or Manager immediately.

17. EMPLOYEE CONFLICT

The City of Plantation will not contract with persons, firms, or corporations where a City officer or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest.

18. CONVICTED VENDOR LIST

In accordance with s.287.133(3) (a), Florida Statutes, prospective Proposers are hereby advised as follows:

- A. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods and services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- B. A public entity may not accept any Proposal, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s.287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of public entity crime resulting in that person being placed on the convicted vendor list may not accept any Proposal, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

19. PARTIAL/DUAL PROPOSAL SUBMITTALS

If approved by the City prior to submittal, Proposers may submit partial Proposals for one or more items or represent up to two (2) manufacturer(s) that are deemed as equals or as listed within the Proposal document. City of Plantation reserves the right to award one (1) or multiple vendors.

20. OTHER AGENCIES

All Proposers awarded contracts from this Proposal may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, county, municipality, or other agency be obligated for placing an order for any other city, county, municipality, or agency; nor will any city, county municipality or agency

GENERAL TERMS AND PROVISIONS

be obligated for any bills incurred by any other city, county, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Proposer(s).

21. CONTRACT TERMINATION

The contract may be terminated at any time by the City giving written notice to the Contractor approximately thirty (30) calendar days prior to the desired termination date.

22. DUE DILIGENCE

Due care and diligence have been used in preparing these specifications and related information. However, no warranties are made as to the accuracy and completeness of the required information. It is the responsibility of the Proposer to ensure that they have all the information necessary to affect their Proposal/proposal. The City will not be responsible for the failure on the part of the Proposer to determine the full extent of the risk exposure and Scope of Work required to effectively perform under Contract. Proposers are expected to examine the conditions, Scope of Work, Special Conditions, Technical Specifications, and all instructions pertaining to services involved. Failure to do so will be at the Proposer's risk.

23. ATTORNEY'S FEES

In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigation entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include any costs that are taxable under any applicable statute, rule or guideline, as well as any non-taxable costs reasonably incurred in connection with the dispute, including, but not limited to, costs of investigation, copying, electronic discovery, information technology charges, telephone and mailing costs, consultant and expert witness fees, travel expenses, court reporter fees and transcript charges, and mediator fees, regardless of whether such costs would be otherwise taxable.

24. INCURRED COSTS

City of Plantation is not responsible for expenses incurred in attending any Pre-Proposal Conferences, preparation of proposal documents and submitting a proposal; therefore, such costs shall not be included in submitted proposals.

25. EX PARTE COMMUNICATION

To ensure fair evaluation of proposals/Proposals, ex parte communication initiated by offerors is prohibited from the time the responses are opened until the final decision has been made. No offeror may initiate communication with any City Council Member, or any board member, official, staff, consultant, or employee who is participating in the evaluation process. All communication initiated by an offeror after the responses are opened must be in writing to:

Asha Edwards, Assistant Procurement Director
400 NW 73rd Avenue
Plantation, FL 33317 and/or via email: aedwards@Plantation.org.

The Evaluation Committee/Staff member may, however, initiate communication with any offeror to obtain additional information or clarification necessary for fair evaluation of their Proposal. Ex Parte communication initiated by an offeror may disqualify that offeror from consideration for this or future Solicitations.

26. AUTHORIZATION TO DO BUSINESS IN STATE OF FLORIDA

The City requires all companies who are awarded a Proposal/proposal to provide proof of "active/current" registration with the Florida Department of State; Division of Corporations prior to any start of work or providing of any commodity/good to the City, or as may be exempt by Florida Statutes.

GENERAL TERMS AND PROVISIONS

27. CHANGE ORDERS/ADJUSTMENTS

The City may, at any time, by written order designated or indicated to be a Change Order, make any change or modification in the Work, or add to the Work within the general scope of the Contract specifications to complete the said work.

28. NON-EXCLUSIVE CONTRACT

This is a non-exclusive Contract. The City reserves the option to purchase any service(s), materials, or equipment from an alternate source.

29. CONTRACT TERMS/OPTION

A. This Contract shall be in effect until the City has acknowledged receipt of equipment and or services and has noted no damage, defects, or deficiencies.

1. Prices must be valid and remain the same for the initial term.

B. Unless otherwise amended in writing and endorsed by both parties prior to the beginning of each respective renewal period all covenants and agreements of the contract shall remain in full force and effect with the only change being in the contract term.

C. The proposed term of this contract shall be an initial term of three (3) years with the option to renew for two (2) additional two (2) year periods.

30. LICENSES AND PERMITS

The Contractor and/or (if applicable) their subcontractors must have and maintain at their expense all necessary and applicable licenses, and certifications, obtain and pay for all permits and inspections, and comply with all laws, ordinances, regulations, and building code requirements applicable to the required services. The Contractor and any of their subcontractors must be licensed by the State of Florida, Broward County, or the City of Plantation to perform all applicable work required under this contract. A copy of the Contractor's license(s) should be submitted to the City's Procurement Department with their Proposal. In the performance of these services, Contractor will fully comply with all the laws and regulations of all Federal, State, County, City and of other governmental authorities or agencies as required by reason of these services or duties to be performed hereunder. Contractor will hold the City harmless from any liability which may be imposed upon City by reason of any alleged violation of the law by Contractor, or for failure to pay taxes or secure necessary licenses or permits. Damages, penalties or fines imposed on the CITY or CONTRACTOR, for failure to obtain and maintain required licenses, certifications, permits or inspections shall be borne by the CONTRACTOR. The CONTRACTOR shall be familiar with all federal, state, and local laws that may affect the goods and services being provided.

If applicable, the Contractor shall secure and pay for all maintenance of traffic (MOT), construction permits, City permits, fees and licenses, etc. associated with the work/services and shall pay for all governmental charges, inspection fees, and fines incurred by Contractor for their negligence, error or omission. The City would assist the Contractor, if possible, in obtaining such permits and licenses. The Contractor shall also be responsible to pay all fees, costs, and expenses in connection with the applications, processing, and securing of approvals or permits from all governmental authorities which have jurisdiction over all aspects of this work.

31. BEST & FINAL OFFERS

If it is determined by the Procurement Director that a Best and Final Offer should be considered in conjunction with Proposal submittals (i.e., tie Proposals, etc.), a Best and Final Offer request will be issued to the top two (2) lowest, responsive, and responsible Proposers. A date and time will be set by the Procurement Director or their designee for Best and Final Offer submissions.

GENERAL TERMS AND PROVISIONS

32. GOVERNING LAW AND VENUE

The Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to the Agreement shall be in Broward County, Florida.

33. COOPERATION WITH THE BROWARD COUNTY OFFICE OF INSPECTOR GENERAL

The Broward County Office of Inspector General (“OIG”) has the authority to review and investigate how governmental contracts are performed and how contractors and vendors (herein, “CONTRACTORS”) are paid. To this end, CONTRACTOR agrees to cooperate with the OIG in the event the Contractor is contacted by the OIG. Such cooperation shall include, answering any questions that may be posed by the OIG, and allowing the OIG to review and copy any of CONTRACTOR’s written material, contract documentation, and financial records that may relate to the formulation, execution, and performance of this Contract. The CONTRACTOR acknowledges and agrees that whatever work or effort is expended by CONTRACTOR in interfacing with the OIG is part of the administrative or overhead or base costs of the services provided by the CONTRACTOR to the CITY, and shall never be a basis for claiming extra or additional compensation under this Contract, or for requesting a change order. The CONTRACTOR’s failure to cooperate fully with the OIG as required by the preceding clause shall be a basis for the CITY claiming the CONTRACTOR is in default, and may, if not timely cured, allow the CITY to terminate this Contract for cause. Unless the CONTRACTOR is instructed otherwise in a specific written and notarized Order signed by the Broward County Inspector General, CONTRACTOR shall advise CITY, in writing and in the same manner as Contractor gives the CITY formal notice under this Contract, each instance, if ever, that the CONTRACTOR is contacted by the OIG, and shall supply the CITY with information necessary to allow the CITY to ensure that the Contractor is fully performing the requirements of this Paragraph. In the absence of this Contract containing a provision concerning to whom the Contractor gives formal notice for matters relating to this contract, such notice shall be in writing, and shall be addressed to the following person, and either faxed or mailed by First Class Mail.

34. SCRUTINIZED COMPANY CERTIFICATION

The company is hereby certifying that they are not on the Scrutinized Companies that Boycott Israel List or that are participating in a boycott of Israel pursuant to Section 287.135, Florida Statutes. Company understands and agrees that pursuant to section 287.135, Florida Statutes, the submission of a false certification; or being placed on the Scrutinized Companies that Boycott Israel List, or engaging in a boycott of Israel; or being placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List; or engaging in business operations in Cuba or Syria will be cause for the CITY to terminate this Agreement and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time..

35. PUBLIC RECORDS

The City of Plantation is public agency subject to Chapter 119, Florida Statutes. The Company shall comply with Florida’s Public Records Law. Specifically, the Company shall:

Keep and maintain public records required by the City to perform the service;

Upon request from the City’s custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Company shall destroy all copies of such confidential and exempt records remaining in its possession after the Company transfers the records in its possession to the City; and

Upon completion of the contract, Company shall transfer to the City, at no cost to the City, all public records in Company’s possession. All records stored electronically by the Company must be provided to the City, upon

GENERAL TERMS AND PROVISIONS

request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

The failure of the Company to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

**CITY CLERK
400 NW 73 AVENUE
PLANTATION, FL 33317
(954) 797-2237
ABEGGEROW@PLANTATION.ORG**

36. PUBLIC AGENCY CONTRACTING

Proposer certifies that it is aware of and complies with the requirements of §448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

- (a) A public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
- (b) If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.
- (c)
 - 1. A public agency, contractor, or subcontractor who has a good faith belief that a person or an entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity.
 - 2. A public agency that has a good faith belief that a subcontractor knowingly violated this subsection, but the contractor otherwise complied with this subsection, shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
 - 3. A contract terminated under this paragraph is not a breach of contract and may not be considered as such. If a public agency terminates a contract with a contractor under this paragraph, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. A contractor is liable for any additional costs incurred by a public agency as a result of the termination of a contract.
- (d) A public agency, contractor, or subcontractor may file a cause of action with a circuit or county court to challenge a termination under paragraph (c) no later than 20 calendar days after the date on which the contract was terminated.

GENERAL TERMS AND PROVISIONS

37. BUY AMERICAN ACT

As required by the Buy American provision, all products must be of domestic origin as required by 41 U.S.C. Ch. 83.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official. The request must include the:

- Alternative substitute(s) that are domestic and meet the required specifications:
 - Availability of the domestic alternative substitute(s) in relation to the quantity ordered
- Reason for exception: limited/lack of availability or price (include price):
 - Price of the domestic product; and
 - Price of the non-domestic product that meets the required specification of the domestic product.

The Contractor agrees that, to the greatest extent applicable, all equipment and products being proposed shall be American-made.

38. RESTRICTION OF USE OF POLYSTYRENE PRODUCTS ON CITY OF PLANTATION OWNED PROPERTY

A. PURPOSE

Expanded polystyrene, a petroleum byproduct commonly known as styrofoam, is neither readily recyclable nor biodegradable and takes hundreds to thousands of years to degrade. Expanded polystyrene is a common pollutant, which fragments into smaller, non-biodegradable pieces that are harmful to marine life, other wildlife, and the environment. The City's goals are to reduce the use of expanded polystyrene by city contractors and special event permittees and encourage the use of reusable, recyclable, or compostable alternatives.

B. DEFINITIONS

City contractor means a contractor, vendor, lessee, concessionaire of the city, or operator of a city facility or property.

Expanded polystyrene means blown polystyrene and expanded and extruded foams that are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion of polymer spheres (expandable bead foam), injection molding, foam molding, and extrusion-blown molding (extruded foam polystyrene).

Expanded polystyrene food service articles means plates, bowls, cups, containers, lids, trays, coolers, ice chests, and all similar articles that consist of expanded polystyrene.

City property or facilities includes, but is not limited to, any buildings, structures, parks or beaches, owned, operated, or managed by the city.

Special event permittee means any person or entity issued a special event permit by the city for a special event on city property or in a city facility.

- C City contractors or special event permittees shall not sell, use, provide food in, or offer the use of expanded polystyrene food service articles in city facilities or on city property. A violation of this section shall be deemed a default under the terms of the city contract, lease, or concession agreement and is grounds for revocation of a special event permit. This subsection shall not apply to expanded

GENERAL TERMS AND PROVISIONS

polystyrene food service articles used for prepackaged food that have been filled and sealed prior to receipt by the city contractor or special event permittee.

- D. Any city contract, lease, or concession agreement entered into prior to the effective date of this section or any special event permit issued prior to the effective date of this section shall not be subject to the requirements of this section, unless the city contractor or special event permittee voluntarily agrees thereto.
- E. The provisions of this section apply only to contracts, leases, or concession agreements entered into after April 1, 2023.

39. PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS

Proposers are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Proposer's social, political, or ideological interests when determining if the Proposer is a responsible Proposer. Proposers are further notified that the City's governing body may not give preference to a Proposer based on the Proposer's social, political, or ideological interests.

40. COMPLIANCE WITH FOREIGN ENTITY LAWS

The company hereby attests under penalty of perjury the following:

- A. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
- B. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
- C. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.0071, Florida Statutes)
- D. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.0071, Florida Statutes)
- E. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)
- F. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
- G. (Only applicable if purchasing real property) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

41. AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06(13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

- A. The Affiant is an adult resident of the State of Florida.

SECTION 6: Forms

GENERAL TERMS AND PROVISIONS

- B. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".
- C. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

GENERAL TERMS AND PROVISIONS

IN WITNESS WHEREOF, this General Provision Document is hereby signed as of the date indicated.

Claudia Spiegel
Witness

NS
Witness

Corporate Seal (Where appropriate)

Jason Spiegel
(Authorized Signature in Ink or Electronic)

Jason Spiegel
(Printed Name of Above Signer)

Managing Partner
(Printed Title of Above Signer)

10/22/2024
(Date Signed)

STATE OF Florida
COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 21 day of October, 2024, by Jason Spiegel, as Managing Partner for Freebee LLC, who is personally known to me or who has produced Florida Drivers as identification.

Notary Public Signature: Jamie Lee Kerezman State of Florida at Large (Seal)

Print Name: Jamie Kerezman

My commission expires: 1/10/28

As the person authorized to sign the statement, I certify that this firm acknowledges and certifies fully with the above general terms and provisions.

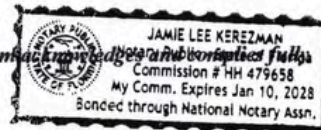


EXHIBIT “D”
(Insurance Requirements)

EXHIBIT “B”

ADDITIONAL INSURANCE REQUIREMENTS

CONTRACTOR shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY’s Risk Manager who can be reached by phone at (954) 797-2210 or email cmorris@plantation.org should you have any questions regarding the terms and conditions set forth in this Article.

CONTRACTOR is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY’s review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement.

Throughout the term of this Agreement, CONTRACTOR and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

A. Worker’s Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440. CONTRACTOR further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

(1) Naming the City of Plantation as an additional insured as CITY’s interests may appear, on General Liability Insurance only, relative to claims which arise from CONTRACTOR’s negligent acts or omissions in connection with CONTRACTOR’s performance under this Agreement.

(2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance**Limits of Liability****GENERAL LIABILITY:**

Minimum \$1,000,000 Per Occurrence and
\$2,000,000 Per Aggregate

* Policy to be written on a claims incurred basis

XX comprehensive form	bodily injury and property damage
XX premises - operations	bodily injury and property damage
XX products/completed operations hazard	bodily injury and property damage combined
XX contractual insurance	bodily injury and property damage combined
XX broad form property damage	bodily injury and property damage combined
XX independent CONTRACTORS	personal injury
XX personal injury	

AUTOMOBILE LIABILITY:

Minimum \$1,000,000 Per Occurrence and \$1,000,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.

XX comprehensive form
XX owned
XX hired
XX non-owned

REAL & PERSONAL PROPERTY

___ comprehensive form	Agent must show proof they have this coverage.
------------------------	--

EXCESS LIABILITY

Per Occurrence Aggregate

XX excess/umbrella	bodily injury and property damage combined	\$5,000,000	\$5,000,000
--------------------	--	-------------	-------------

PROFESSIONAL LIABILITY

Per Occurrence Aggregate

___ * Policy to be written on a claims made basis	\$1,000,000	\$1,000,000
---	-------------	-------------

(3) If Professional Liability insurance is required, CONTRACTOR agrees the indemnification and hold harmless provisions set forth in the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

C. Employer's Liability. If required by law, CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability

Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies; and
- (4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. Waiver of Subrogation. CONTRACTOR hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/29/2025

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

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

PRODUCER Avante-NEA Insurance Group, LLC 8700 W. Flagler St., Suite 401 Miami FL 33174	CONTACT NAME: Nicole Landrau PHONE (A/C, No, Ext): (305) 221-2400 E-MAIL ADDRESS: nlandrau@avante-nea.com FAX (A/C, No): (305) 221-2411
INSURED Beefree Holdings, Inc; Beefree, LLC, DBA: Freebee 371 NE 61st Street Miami FL 33138	INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance Company INSURER B: Arch Specialty Insurance Company INSURER C: Hartwell Insurance Company INSURER D: INSURER E: INSURER F:
	NAIC # 16535 21199 54524

COVERAGES**CERTIFICATE NUMBER:** 25/26 Update Master**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	GLO375996202	01/01/2025	01/01/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y	Y	BAP375996302	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
C	☐ UMBRELLA LIAB ☒ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED RETENTION \$	Y		HARTFB2401	01/01/2025	01/01/2026	EACH OCCURRENCE \$ AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC375996102	01/01/2025	01/01/2026	☒ PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Cyber Liability			C4MQ8253465CYBER2025	01/01/2025	01/01/2026	Limit \$2,000,000 Deductible \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is included as Additional Insured, Primary and Non-Contributory, Waiver of Subrogation apply. Policies contain 30 Days Notice of Cancellation Endt and 10 Days Notice of Cancellation Endt for Non-Payment of Premium.

CERTIFICATE HOLDER**CANCELLATION**City of Plantation
400 NW 73rd Avenue

Plantation

FL 33317

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

EXHIBIT “G”
(Acknowledged Addendums)

SECTION 6: Forms

ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Jason Spiegel, on this 21, day of 2024, 2024 hereby
acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No.

RFSP NO. 102-24

Addenda Numbers Received:

1 _____

2 _____

3 _____

4 _____

AUTHORIZED SIGNATURE:



PRINTED NAME OF ABOVE:

Jason Spiegel

TITLE OF ABOVE:

Managing Partner

COMPANY NAME:

Beefree, LLC d/b/a Freebee

ITB No. 102-24; Micro Transit Program - Term Contract

Page | 46



ADDENDUM NO. 1

RFSP No. 102-24

TITLE: Micro Transit Program

DATE: September 17, 2024

TO ALL PROSPECTIVE BIDDERS:

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strike through~~ have been deleted from the bid documents and text in underline has been added.

CHANGES:

By issuance of this addendum please note that the correct pre-bid non-mandatory meeting date is September 20, 2024 at 11:30AM

Bids **must** be submitted on or before **October 15, 2024 at 11:00AM**. Bids must be submitted electronically ONLY via the Demand Star website.

<https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/>

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for RFSP No. 102-24.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

BIDDER'S NAME: _____



ADDENDUM NO. 2

ITB No. 102-24

TITLE: Micro Transit Program – Term Contract

DATE: September 25, 2024

TO ALL PROSPECTIVE BIDDERS:

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strike through~~ have been deleted from the bid documents and text in underline has been added.

QUESTIONS AND ANSWERS

Question No. 1 – With respect to the information provided in VI. Location, on page#31, it states ‘It is anticipated that service areas may be expanded over time. Expansion areas and timing of such expansion shall be determined by the CITY. Additionally, hours and days of operation, and number of vehicles are subject to change depending on the needs and conditions determined by the CITY.’

a) Could the City please provide an estimate of the number of vehicles to be assigned for each proposed zone?

Response No. 1 – The City is seeking the vendors best estimate as to the number of vehicles that will be required.

Question No. 2 - Can the City please provide any estimated or forecasted ridership figures for the proposed pilot micro transit in each zone?

Response No. 2 – No.

Question No. 3 – How many drivers does the Agency currently have? And will those drivers also be available for this Micro Transit project?

Response No. 3 – The City is seeking a proposer who can supply a complete turnkey solution, staff will not be provided by the City.

Question No. 4 – Is subcontracting allowed, e.g., to lease vehicles and house them and to recruit drivers for this project?



Response No. 4 – You can propose a subcontractor however you need to disclose all subcontractors and their references with the bid submittal. Additionally, it is up to the proposer to ensure compliance of subcontractors as per the Scope of Services, General Terms and Provisions and the Instruction to Proposers.

Question No. 5 – What is the budget for this Micro Transit project, for year one and in subsequent years?

Response No. 5 – Year 1 - \$400,000.00, future years to be decided.

Question No. 6 – Is a bid bond or bid security required for this RFP?

Response No. 6 – A bond is not needed at this time.

Question No. 7 – Can the City please clarify which current mobile fare payment platform it is using, and does the vendor need to integrate with the current fare payment system?

a. Are there any other integrations required for this project?

Response No. 7 – The City does not have a fare payment system.

Question No. 8 – Does the City require a white labelled Mobile Application?

Response No. 8 – Review the Scope of Services and suggest the best mobile application for the City.

Question No. 9 – Can the City elaborate on its marketing and advertisement requirements?

Response No. 9 – No.

Question No. 10 – Does the City currently use tablets/MDTs? Is the City willing to purchase MDTs from the vendor?

Response No. 10 – The city does not currently have a transit program. Proposer is responsible for providing a complete turnkey system.

Question No. 11 – With respect to the Scope of Work,

- a) Could the City confirm if electric or hybrid vehicles are required for this project?
- b) Could the City please clarify what percentage share of electric or hybrid vehicles is anticipated for this project?

Response No. 11 – The City is requiring the use of EV for this project as described in the Scope of Services.

Question No. 12 – Does the City have the facility to house the vehicles, or does the vendor need to provide the facility?



Response No. 12 – Proposer should provide options. The area suggested by the City is reflected within the solicitation, see page 68.

Question No. 13 – What is the expected Go-Live date with the new vendor?

Response No. 13 – July 1, 2025.

Question No. 14 – Is there a DBE goal for this project?

Response No. 14 – No.

Question No. 15 – Will the City accept electronic signatures on the forms, cover letter, and price proposal?

Response No. 15 – Yes but note there are forms that must be notarized.

Question No. 16 – Is there a page limit for the technical proposal?

Response No. 16 – The maximum file size, regardless of file type, is 1000MB (1GB) per file.

Question No. 17 – Can the City please provide an extension for the submission of proposals?

Response No. 17 – No.

Bids **must** be submitted on or before **October 15, 2024 at 11:00AM**. Bids must be submitted electronically ONLY via the Demand Star website.

<https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/>

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No.102-24.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your bid.

BIDDER'S NAME: _____



ADDENDUM NO. 3

ITB No. 102-24

TITLE: Micro Transit Program – Term Contract

DATE: October 2, 2024

TO ALL PROSPECTIVE BIDDERS:

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strike through~~ have been deleted from the bid documents and text in underline has been added.

QUESTIONS AND ANSWERS

Question No. 1 – Could the City please clarify what types of small and large electric vehicles they would prefer and how many passengers the small and large vehicles should accommodate?

Response No. 1 – **Proposer needs to confirm this information based on the scope provided.**

Question No. 2 - According to the Cost Proposal Form on page 41 of the RFSP, does the proposer need to furnish cost estimates for both large and small vehicles for each proposed zone, or can they propose only one type?

Response No. 2 – **Proposer should determine types of vehicles for proposed zones and provide the requisite costs. Review the bid form to confirm costs that have been requested.**

Question No. 3 – As stated in the Cost Proposal Form on page 41 of the RFP, does the vendor need to provide at least one large or small vehicle for each proposed zone?

a. Please elaborate on how many vehicles small and large the City envisions for each zone?

Response No. 3 – **The City expects the Proposer to determine this information.**

Question No. 4 – Can the vendor lease electric vehicles for this project, or must the vehicles be owned by the contractor?

Response No. 4 – **There are no requirements with regard to ownership or lease – that is to be determined by the Proposer.**



Question No. 5 – How many of the vehicles need to be wheelchair capable?

Response No. 5 – As stated within the scope, at least one ADA vehicle should always be available.

Question No. 6 – Can the City please clarify the “Flexible Hourly Fee” for special events, weekends, holidays, etc.?

Response No. 6 – Proposer has to determine their costs. The City is inquiring as to rates for services beyond the standard provided within the RFSP.

Question No. 7 – Does the \$400,000 budget include all four proposed zones of service?

Response No. 7 – \$400k is startup year budget (July 1- Sept. 30). Service expansion is at the discretion of the City.

Question No. 8 – Is it mandatory for the proposer to provide a cost proposal for the optional Senior Micro Transit Program option?

Response No. 8 – Proposer has to determine this information. Bid form reflects all items that costing should be provided on.

Question No. 9 – Does the \$400,000 budget also include this optional Senior Micro Transit Program?

Response No. 9 – \$400k is startup year budget (July 1- Sept. 30). Service expansion is at the discretion of the City.

PLEASE REVIEW THE RFSP DOCUMENT THOROUGHLY BEFORE SUBMITTING A PROPOSAL.

Bids **must** be submitted on or before **October 15, 2024 at 11:00AM**. Bids must be submitted electronically ONLY via the Demand Star website.

<https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/>

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No.102-24.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your bid.

BIDDER’S NAME: _____

ITEM 7.D

Land and Water Conservation Fund Program (LWCF) Grant for Lancaster Ranch Park

Request

Approval to amend the budget to include the 2021 Land and Water Conservation Fund Program (LWCF) grant in the amount of \$1,000,000 to support the construction of Lancaster Ranch Park Phase 1B. (Grant LWCF735)

Explanation

In February of 2021 the Parks and Recreation Department asked the Commission's approval to submit and accept a Land and Water Conservation Fund Program (LWCF) grant in the amount of \$1,000,000 for the construction of several park amenities at Lancaster Ranch Park. At the time, the match wasn't available as the construction was on an extended hold due to DEP permitting for phase 1A and the need to phase fund construction of the park. Additionally, the grant scope needed to be amended to properly include the park amenities that could be constructed based on phased funding parameters. The current scope of work has been amended and will now be a part of the Phase 1B construction of Lancaster Ranch to include the construction of pavilions, playground and restroom. This will allow the City to meet the grant requirements and not extend it further.

Therefore, we are asking to amend the budget to include the \$1,000,000 grant in project LWCF235 and the City match is allocated in project ST2516 through the contract with Arnco Construction to complete Phase 1B.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10450106-506393	ST2516	Increase		\$1,000,000
15050106-506292	LWCF735	Increase		\$1,000,000

Financial Summary:

Amend the budget to include the \$1,000,000 grant in project LWCF235 and the City match is allocated in project ST2516 within Arnco Construction's Purchase Order.

Recommendation

Amend the budget to include the 2021 Land and Water Conservation Fund Program (LWCF) grant in the amount of \$1,000,000 to support the construction of Lancaster Ranch Park Phase 1B.

REQUESTED CITY COMMISSION ACTION:

Approve

City of Kissimmee

Department: Parks & Recreation

Presenter:

Attachment(s):

None

ITEM 7.E

First Extension of the Agreements for Water Quality Analysis & Testing Services

Request

Request approval of the first one-year extension of the agreements for Water Quality Analysis & Testing Services with the following firms: Advanced Environmental Laboratories, Inc. (Contract #20230312), and Eurofins Environment Testing Southeast, LLC. (Contract #20230220), and to authorize the City Manager or his designee to sign any additional extension.

Explanation

On December 6, 2022, the City Commission awarded contracts for Water Quality Analysis & Testing Services with the following firms: Advanced Environmental Laboratories, Inc., and Eurofins Environment Testing Southeast, LLC. These contracts consist of monthly water analysis samples needed to comply with the Nutrient Reduction Plan (NRP) and the Basin Management Action Plan (BMAP) requirements. The original contract ended on December 6, 2025.

This request is to renew the agreements through December 6, 2026, by amendment of the original contracts. Any updates fee schedules are detailed in the individual extension agreements.

Recommendation

Approval of the first one-year extension of the agreements for Water Quality Analysis & Testing Services with the following firms: Advanced Environmental Laboratories, Inc., and Eurofins Environment Testing Southeast, LLC., and to authorize the City Manager or his designee to sign any additional extension.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. (S) First Extension to the Agreement Between the City of Kissimmee and Eurofins Environmental Testing Southeast, LLC
2. (S) First Extension to the Agreement Between the City of Kissimmee and Advance Environmental Laboratories, Inc

**FIRST EXTENSION TO THE AGREEMENT BETWEEN THE
CITY OF KISSIMMEE AND EUROFINS ENVIRONMENT TESTING SOUTHEAST, LLC.**

THIS FIRST EXTENSION of the Agreement for Water Quality Analysis and Testing Services is made this 6 day of January 2025, *nunc pro tunc* to December 6, 2025 by and between the **CITY OF KISSIMMEE**, a Florida municipal corporation, whose address is 101 Church Street Kissimmee, Florida 34741, hereinafter known as the "CITY" and **EUROFINS ENVIRONMENT TESTING SOUTHEAST, LLC**, located at 481 Newburyport Ave, Altamonte Spring, FL 32701, hereinafter "CONTRACTOR." CITY and CONTRACTOR are collectively referred to hereinafter as the "Parties".

WHEREAS, CITY advertised RFP2023-001 Contract for Water Quality Analysis and Testing Services; and

WHEREAS, on December 6, 2022, the City of Kissimmee and Eurofins Environment Testing Southeast, LLC entered into an Agreement for Water Quality Analysis and Testing Services (the "Original Agreement"); and

WHEREAS, CITY determined the services and performance of CONTRACTOR effectively performed the goals and objectives of the Original Agreement; and

WHEREAS, CITY and CONTRACTOR now mutually desire to extend the Original Agreement for an additional twelve-month (12) period pursuant to the terms of same.

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

1. **RECITALS.** The foregoing recitals are true and correct and incorporated herein.
2. **Agree to Terms of the Original Agreement.** Except as otherwise provided in this First Renewal, the CITY and CONTRACTOR agree to the terms and conditions of the Original Agreement dated December 6, 2022, incorporated herein by reference and attached hereto as **Exhibit "A"**.
3. **TERM.** The CITY and CONTRACTOR agree to exercise the first twelve (12) month extension provided under **Section 4. TERM** of the Original Agreement, extending the terms and conditions therein for an additional year.
4. **Effective Date.** The effective date of this First Extension of the Agreement between **CITY and EUROFINS ENVIRONMENT TESTING SOUTHEAST, LLC** is December 7, 2025, *nunc pro tunc*.

IN WITNESS WHEREOF, the Parties hereto acknowledge they have received, read and understand this First Extension, executed on the date below written, and shall abide by and enforce the terms and conditions herein.

EUROFINS ENVIRONMENT TESTING

SOUTHEAST, LLC.

By: _____

Title: Matthew Foti - Business Unit Manager

Date: 12/16/2025

STATE OF Florida)
COUNTY OF Seminole)

The foregoing instrument was acknowledged before me this 16 day of December, 2025, by means of ☒ physical presence or ☐ online notarization by Matthew Foti as Business Unit Manager for Eurofins Environmental Testing Southeast, LLC. _____ a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:



Notary: _____

Print Name: Samantha Cochran

My Commission Expires: 05/16/2029

CITY OF KISSIMMEE

By: _____

Jackie Espinosa, Mayor

Date: _____

ATTEST:

Tameara Crespo, City Clerk

Approved as to form and legal sufficiency:

Olga Sanchez de Fuentes, City Attorney

EXHIBIT "A"
ORIGINAL AGREEMENT

**AGREEMENT between CITY OF KISSIMMEE
and Eurofins Environment Testing Southeast, LLC.**

THIS AGREEMENT is made this 6th day of December, 2022 by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, whose address is 101 Church Street, Kissimmee, Florida 34741 (hereinafter "CITY") and **Eurofins Environment Testing Southeast, LLC.**, whose business address is 481 Newburyport Ave, Altamonte Spring, FL 32701, hereinafter referred to as "CONTRACTOR" and each represents as follows:

WITNESSETH

WHEREAS, City has seventeen (17) stormwater monitoring stations located throughout the watershed basin of the City to analyze the water for compliance with the Nutrient Reduction Plan (NRP) and the Basin Management Action Plan (BMAP) requirements; and

WHEREAS, City advertised a Request for Proposals Number RFP2023-001 for water sample testing on the monitoring station; and

WHEREAS, City desires to award Bid Number RFP2023-001 to Contractor, as a responsive bidder consistent with the terms, conditions and requirements of the bid specifications; and

WHEREAS, Contractor agrees to provide services as further enumerated herein in the furtherance of the City's stormwater monitoring program.

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

1. **RECITALS.** The foregoing recitals are true and correct and specifically incorporated herein.
2. **TERM.** The initial contract period will be for three (3) years with two (2) optional one (1) year extensions.
3. **SERVICES.** Contractor agrees to provide analytical and testing services to the City as necessary to identify and quantify toxic substances, hazardous constituents, or hazardous characteristics of soil or aqueous samples as specified in the Scope of Services attached hereto and incorporated as "Exhibit A" -- Analytical Services.
 - A. Contractor shall provide all materials and supplies necessary to City staff for proper sample collection, pick-up/shipping of samples, and testing of samples. All provided containers and bottles shall be clean and conform to the Environmental Protection Agency (EPA) quality control requirements and procedures.
 - B. Contractor shall perform analytical services for the City on an as needed basis. Contractor will begin work promptly after receipt of each Sample Chain of Custody as a work order,

which shall constitute written notice to proceed.

- C. Contractor shall perform all analyses requested by the City. If Contractor's laboratory sample capacity precludes Contractor from analyzing the requested samples within hold times, Contractor may subcontract the samples to another accredited laboratory at no additional cost to the City. A valid copy of the appropriate NELAC and DHRS certificates will be required of awarded lab and any subcontracted lab.
- D. Contractor shall pick up samples at the Street and Stormwater Division Facility, 2213 Mabbette Street, Kissimmee, FL 34741 upon request by the City. Contractor shall conduct timely pick-ups as to comply with the holding time listed in the latest approved edition of standard methods. Express mail carrier service for sample pick up may be used; however, Contractor must provide all shipping containers and assume responsibility for all mailing costs. Sample transport shall be in iced containers and follow all EPA protocols for sample transport and chain of custody.
- E. Contractor shall perform all analytical services per the DEP Quality Assurance/Quality Control (QA/QC) measures and protocol.
- F. Contractor shall provide City with a complete written report of each if the Chain of Custody it analyses performed. All analytical reports shall be formatted in accordance with National Environmental Laboratory Accreditation Conference (NELAC) standards and in addition to the results of the analyses, shall include test methods, detection limits, dates analyses performed, and analyst initials. Written analytical reports including an Excel spreadsheet shall be prepared by the Contractor within 3 working days after completion of the sample analyses.
- G. Contractor shall make available QA/QC data at the request of the City. This information must be retrievable from the Contractor's Laboratory Information Management System for a period not less than five (5) years and be available for inspection at any time by the City. Contractor shall be subject to any State Quality Assurance/Quality Control audits and inspections by the City.
- H. Contractor shall provide occasional consultation on collection methods and interpretation of reports at no additional cost to the City. This consultation shall include occasional testimony at proceedings related to pending litigation, if necessary.
- I. Contractor shall, at the request of the City, check and (if needed) re-analyze the sample(s) at no additional cost to the City, for any reported results in which the City questions the accuracy of same.
- J. On occasion, City may require additional analyses for constituents or methods not listed in "Exhibit A- Analytical Services". Upon request, Contractor may be asked to provide these analyses at a quoted cost.
- K. Contractor shall perform emergency or priority analyses on certain samples, as

determined by City; verbal reports shall be required in less than 3 working days of receipt of such samples along with a written report.

4. **LICENSES and ACCREDITATION.** Contractor shall secure and maintain all licenses and accreditation necessary for initiation and completion of the services contained herein, and shall be responsible for the payment of license and accreditation fees.
5. **PAYMENT.** Invoices shall provide details of all project expenses permitted in this Agreement. Upon review and approval of Contractor's invoice and verification that services have been rendered in conformity with this Agreement, the City, through payment issued by the Public Works & Engineering Department, shall pay Contractor in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Contractor shall not apply any late charges, interest or penalties to any invoice or charges for services until 30 days from the City's receipt of the invoice. If this Agreement is terminated for convenience for any reason, then Contractor shall be paid pro rata for all services performed, materials purchased, and administrative costs incurred, including lost profit, to the effective date of termination.
6. **SAMPLES.** City may, at its discretion, require submission of samples for inspection and testing. When specifications require such submissions, all costs for such samples, including postage, will be the responsibility of Contractor. Samples not consumed in the evaluation process or determined necessary for comparison with future deliveries may be returned at Contractor's request and expense. City will not be held liable for any sample provided.
7. **INSURANCE.** Contractor during the term of the Agreement, shall, at its sole cost and expense, maintain insurance coverage as follows:
 - A. **Workers Compensation:** Contractor will provide Worker's Compensation coverage for all employees at the site location. The limits will be statutory for Worker's Compensation and \$300,000.00 for Employers' Liability.
 - B. **Comprehensive General Liability:** Contractor will provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000.00.
 - C. **Comprehensive Automobile Liability:** Contractor will provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000.00.
 - D. **Umbrella Insurance:** Contractor will provide an umbrella in excess to the coverage in paragraphs B), and C) of not less than \$1,000,000.00.
8. **DAMAGE TO PREMISES.** Contractor is responsible for all damage to City property and private property resulting from Contractor's actions on or near the work sites. Contractor will be responsible for restoring, replacing, or repairing any damage, which occurs during the performance of work pursuant to this Agreement.

9. **TERMINATION FOR CAUSE.**

A. City may terminate this Agreement based on any of the following:

1. If Contractor's quality of the services performed is not in conformance with Quality Assurance/Quality Control (QA/QC) measures as per the requested method and per the EPA-approved methods which meet FL DEP protocol in effect as of the date of this Agreement, or;

2. If Contractor or subcontractor(s) Florida Department of Public Health Environmental Laboratory Accreditation is revoked or expires, Contractor must notify City of same within two (2) business days. City may, at the City's sole discretion, provide Contractor thirty (30) days to acquire its re-certification, or;

3. In the event of any breach by Contractor of the conditions set forth in this Agreement, including any non-performance of duties, the City's Designated Representative may send a certified letter to the Contractor requesting that the Contractor show cause why the Agreement should not be terminated. If adequate assurances or acceptable reasons are not given to the City within fifteen (15) days of the receipt by Contractor of said show cause notice, City may consider the Contractor to be in default, and may immediately terminate this Agreement.

4. In the event of termination for cause, City may adjust any payment to take into account any additional costs to be incurred by the City due to such default.

B. Contractor may terminate this Agreement for cause if City fails to pay the Contractor as provided herein. Contractor shall notify City of its intention to terminate with thirty (30) days notice provided by certified letter to the City Representative. If adequate assurances are not given to Contractor within fifteen (15) days of the receipt by the City of said show cause notice, then Contractor may consider the City to be in default, and may immediately terminate this Agreement.

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

Upon termination, Contractor shall invoice the City for all amounts not previously billed and due to the Contractor at that time. Contractor shall not be entitled to any additional fees or expenses for any work commenced, or expenses incurred after the notice of termination was received by

the Contractor, unless specifically approved or requested by the City. No amount shall be allowed for anticipated profit on unperformed services or other work. Contractor shall, however, be entitled to payment for services commenced and approved by the City prior to receipt of notice, or with the expressed written consent of City, prior to the effective date of termination.

11. **INDEMNIFICATION.** To the extent permitted by law, Contractor hereby releases and waives all claims against City, its officers, employees, agents, independent contractors for any injury or damaged to the person, property, or business of Contractor agents, employees, subcontractors, or other persons, for which injury or damaged results from any act, neglect, occurrence, or condition in or about any City properties whether such damage is caused by City or any other person. Nothing in the agreement shall be construed as a waiver of City's statutory sovereign immunity pursuant to Section 768.28, Florida Statutes.

Contractor agrees to indemnify and hold harmless the City, its agents, officers, employees against any and all claims, demand, cost, and expenses of every kind and nature, including reasonable attorney fees for the enforcement, defense, or appeals thereof arise from Contractor performance of the Agreement or any breach or default of Contractor.
12. **NON - DISCRIMINATION.** Contractor agrees not to discriminate against any citizen, employee or employment applicant on the basis of race, color, religion, national origin, ancestry, sex, marital status or age in the performance of the obligations of this Agreement. Violation of this provision shall be treated as a breach of this Agreement.
13. **NON-ASSIGNMENT.** Contractor shall not, without prior consent of the City, assign this Agreement or any portion hereof. Any unauthorized assignment shall be void, and shall terminate the Agreement at the City's option. Contractor's interest in this Agreement is not assignable by operation of law.
14. **PUBLIC RECORDS.** Contractor specifically acknowledges the City's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, the Contractor shall keep and maintain public records required by the City and to comply with §119.071, F.S., shall:
 - a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the services required under this Agreement;
 - b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and

d) Meet all requirements for retaining public records and transfer, at no cost to the City, all public records in possession of Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology system of the City.

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

15. **DISPUTES.** Any claims, disputes, and/or matters in question between the Parties arising out of or relating to this Agreement, including claims for extra compensation, shall be filed in writing by the aggrieved Party to the other Party within forty-five (45) days of its occurrence. Should such claims not be formally submitted within said forty-five (45) day period, the aggrieved Party agrees to not make such claim against the other party at any time in the future. Should any claim or dispute not be mutually resolved between the parties within sixty (60) days thereafter, the aggrieved Party may then seek to resolve the matter through remedies at law.
16. **APPLICABLE LAWS.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Florida.
17. **JURY TRIAL WAIVER/VENUE/WAIVER OF ATTORNEY FEES.** It is mutually agreed by the Parties that each do hereby waive the right to a jury trial in any action, proceeding, claim or counterclaim which may be brought by either of the Parties hereto against the other on any matter concerning or arising out of this Agreement. Venue shall be Osceola County, Florida. Each Party waives the right to attorney fees in any action to enforce this Agreement.
18. **WAIVER.** No failure of City to insist upon strict performance in any one or more terms of this Agreement, nor any failure of City to exercise any right or remedy under this Agreement shall constitute a waiver of any such term, right or remedy the City may have, or future rights to enforce compliance.
19. **NOTICES.** City designates the Stormwater Manager of the Public Works & Engineering Department as the City Representative for all matters pertaining to and arising from the work and performance of this Agreement. Notice under this Agreement shall be deemed effective when mailed, certified mail return receipt requested or when delivered personally at the parties address below:

Notice to City:

Ms. Nagel Altrui
Street & Stormwater Manager
Department of Public Works & Engineering
City of Kissimmee
2213 Mabbette Street
Kissimmee, Florida 34741

Notice to Contractor:

Mr. Scott Martin
Sales Director
Eurofins Environment Testing Southeast, LLC.
481 Newburyport Ave
Altamonte Spring, Fl. 32701

20. **ENTIRETY OF AGREEMENT.** This Agreement shall constitute the entire Agreement of the Parties. Any prior understanding or representations of any kind preceding the date of this Agreement shall not be binding on either Party except as incorporated herein.
21. **MODIFICATIONS.** Any modifications or additional obligations assumed by either Party in connection with this Agreement shall be binding only if evidenced in writing and signed by each Party or an authorized representative of each Party.
22. **BINDING.** This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns as permitted by this Agreement.
23. **SEVERABILITY.** In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.
24. **E-VERIFY.** In compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.
 - a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.
 - b. The City, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

c. The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that City is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.

Signature page to follow

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

CONTRACTOR Eurofins Environment Testing
Southeast, LLC

By: Alex M.

By: Alex Montoya, President

Date: 11.22.2022

STATE OF FLORIDA

COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 22 day of November, 2022,
by Alex Montoya, as President of Eurofins Env., Inc. a Florida
corporation, who is personally known to me or has produced identification.

Notary Seal:



Notary: Samantha Cochran

Print Name: Samantha Cochran

My Commission Expires: 5/16/2025

CITY OF KISSIMMEE

By: Olga Gonzalez
Olga Gonzalez, Mayor- Commissioner

Date: 12/6/2022

ATTEST:

Linda Hansel
Linda Hansel, City Clerk

Approved as to form and legal sufficiency:

Olga Sanchez de Fuentes
City Attorney

EXHIBIT "A"
ANALYTICAL SERVICES

All the parameters must be analyzed using only certified methods for non-portable water, and complying with the holding times listed in the latest approved edition of standard methods. The only exception is 17 to be analyzed in drinking water.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>TOTAL COST</u>
1	Total Phosphorous (TP)	
2	Orthophosphate (OP)	
3	Nitrate-Nitrite as N (NO _x)	
4	Total Kjeldahl Nitrogen (TKN)	
5	Total Nitrogen (TN) calculated	
6	Corrected Chlorophyll a (Pheophytin)	
7	Chloride	
8	Alkalinity	
9	Total Suspended Solids (TSS)	
10	Total Organic Carbon (TOC)	
11	Biological Oxygen Demand (BOD-5)	
12	Chemical Oxygen Demand (COD)	
13	Ammonia as N	
14	pH (Lab)	
15	Total Coliforms	
16	Fecal Coliforms	
17	Fecal as E. Coli	
18	Additional Costs for Priority Analysis	
19	Specify below any costs not included in 1-17 above	

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

All the parameters must be analyzed using only certified methods for non-portable water, and complying with the holding times listed in the latest approved edition of standard methods. The only exception is 17 to be analyzed in drinking water.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>TOTAL COST</u>
1	Total Phosphorous (TP)	<u>17.00</u>
2	Orthophosphate (OP)	<u>17.00</u>
3	Nitrate-Nitrite as N (NO _x)	<u>14.00</u>
4	Total Kjeldahl Nitrogen (TKN)	<u>25.00</u>
5	Total Nitrogen (TN) calculated	<u>0.00</u>
6	Corrected Chlorophyll a (Pheophytin)	<u>65.00</u>
7	Chloride	<u>13.00</u>
8	Alkalinity	<u>14.00</u>
9	Total Suspended Solids (TSS)	<u>15.00</u>
10	Total Organic Carbon (TOC)	30.00 <u> </u>
11	Biological Oxygen Demand (BOD-5)	<u>29.00</u>
12	Chemical Oxygen Demand (COD)	<u>24.00</u>
13	Ammonia as N	<u>17.00</u>
14	pH (Lab)	<u>10.00</u>
15	Total Coliforms	<u>25.00</u>
16	Fecal Coliforms	<u>25.00</u>
17	Fecal as E. Coli	<u>25.00</u>
18	Additional Costs for Priority Analysis	<u>Rush analyses : 24 hr</u> <u>100%; 48hr 75% 3 day</u> <u>50% 4day 25% 5 day</u> <u>0%</u>

19 Specify below any costs not included in 1-17 above

DELIVERY TIME (F.O.B. DESTINATION) _____
 ACKNOWLEDGMENT OF ADDENDA NO. (S) No.1, No.2 (IF APPLICABLE)
Scott Martin
 (Signature)

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

SM We do not take exception to Specifications.
 (initial)

We take exception to Specifications as follows:
 (initial)

COMPANY NAME Eurofins Environment Testing America (attach additional sheets, if necessary)
 COMPANY ADDRESS 481 Newburyport Ave.
Altamonte Springs, FL 32701

NOTE: OFFERS NOT RECEIVED IN DUPLICATE MAY BE REJECTED.
 VENDORS ARE RESPONSIBLE FOR DELIVERY OF THEIR PROPOSALS TO THE
 ADDRESS INDICATED ON THE PROPOSAL COVER SHEET PRIOR TO THE DATE AND
 TIME SHOWN.
 PROPOSALS NOT SO DELIVERED MAY BE REJECTED.

BY: Scott Martin DATE: 10/27/22
 (signature)

Scott Martin / sales Director EMAIL: scott.martin@et.eurofinsus.com
 (typed name/title of signer)

TELEPHONE NO.: (813) 538-0393 FAX NO.: () _____

EXHIBIT “B”
NEW PRICE RATE

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

All the parameters must be analyzed using only certified methods for non-portable water, and complying with the holding times listed in the latest approved edition of standard methods. The only exception is 17 to be analyzed in drinking water.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>TOTAL COST</u>
1	Total Phosphorous (TP)	23.00
2	Orthophosphate (OP)	22.00
3	Nitrate-Nitrite as N (NO _x)	14.00
4	Total Kjeldahl Nitrogen (TKN)	27.00
5	Total Nitrogen (TN) calculated	0.00
6	Corrected Chlorophyll a	75.00
7	(Pheophytin) Chloride	14.00
8	Alkalinity	14.00
9	Total Suspended Solids (TSS)	15.00
10	Total Organic Carbon (TOC)	30.00
11	Biological Oxygen Demand (BOD-5)	29.00
12	Chemical Oxygen Demand (COD)	24.00
13	Ammonia as N	23.00
14	pH (Lab)	10.00
15	Total Coliforms	27.00
16	Fecal Coliforms	27.00
17	Fecal as E. Coli	27.00
18	Additional Costs for Priority Analysis	<u>Rush analyses : 24 hr</u> <u>100%; 48hr 75% 3 day</u> <u>50% 4day 25% 5 day</u> <u>0%</u>

19 Specify below any costs not included in 1-17 above

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

____ We do not take exception to Specifications.
(initial)

____ We take exception to Specifications as follows:
(initial)

(attach additional sheets, if necessary)

COMPANY NAME Eurofins Environment Testing Southeast, LLC

COMPANY ADDRESS 481 Newburyport Ave
Altamonte Springs, FL 32701

NOTE: OFFERS NOT RECEIVED IN DUPLICATE MAY BE REJECTED.
VENDORS ARE RESPONSIBLE FOR DELIVERY OF THEIR PROPOSALS TO THE
ADDRESS INDICATED ON THE PROPOSAL COVER SHEET PRIOR TO THE DATE AND
TIME SHOWN.
PROPOSALS NOT SO DELIVERED MAY BE REJECTED.

BY: 
(signature)

DATE: December 9, 2025

Matthew Foti - Business Unit Manager
(typed name/title of signer)

EMAIL: Matthew.Foti@et.eurofinsus.com

TELEPHONE NO.: (407) 339-5984 FAX NO.: ()

**FIRST EXTENSION TO THE AGREEMENT BETWEEN THE
CITY OF KISSIMMEE AND ADVANCED ENVIRONMENTAL LABORATORIES, INC.**

THIS FIRST EXTENSION of the Agreement for Water Quality Analysis and Testing Services is made this 6 day of January 2025, *nunc pro tunc* to December 6, 2025 by and between the **CITY OF KISSIMMEE**, a Florida municipal corporation, whose address is 101 Church Street Kissimmee, Florida 34741, hereinafter known as the "CITY" and **ADVANCED ENVIRONMENTAL LABORATORIES, INC.**, located at 481 Newburyport Ave, Altamonte Spring, FL 32701, hereinafter "CONTRACTOR." CITY and CONTRACTOR are collectively referred to hereinafter as the "Parties".

WHEREAS, CITY advertised RFP2023-001 Contract for Water Quality Analysis and Testing Services; and

WHEREAS, on December 6, 2022, the City of Kissimmee and Advanced Environmental Laboratories, Inc entered into an Agreement for Water Quality Analysis and Testing Services (the "Original Agreement"); and

WHEREAS, CITY determined the services and performance of CONTRACTOR effectively performed the goals and objectives of the Original Agreement; and

WHEREAS, CITY and CONTRACTOR now mutually desire to extend the Original Agreement for an additional twelve-month period pursuant to the terms of same.

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

1. **RECITALS.** The foregoing recitals are true and correct and incorporated herein.
2. **Agree to Terms of the Original Agreement.** Except as otherwise provided in this First Renewal, the CITY and CONTRACTOR agree to the terms and conditions of the Original Agreement dated December 6, 2022, incorporated herein by reference and attached hereto as **Exhibit "A"**.
3. **TERM.** The CITY and CONTRACTOR agree to exercise the first twelve (12) month extension provided under **Section 4. TERM** of the Original Agreement, extending the terms and conditions therein for an additional year.
4. **Effective Date.** The effective date of this First Extension of the Agreement between **CITY** and **ADVANCED ENVIRONMENTAL LABORATORIES, INC.** is December 7, 2025, *nunc pro nunc*.

IN WITNESS WHEREOF, the Parties hereto acknowledge they have received, read and understand this First Extension, executed on the date below written, and shall abide by and enforce the terms and conditions herein.

ADVANCED ENVIRONMENTAL LABORATORIES,
INC.

By: Todd Romero

Title: Director of Client Services

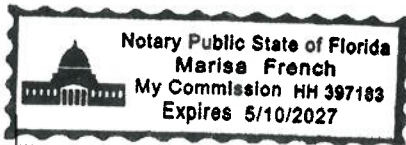
Date: 12/5/25

STATE OF FLORIDA _____)
COUNTY OF DUVAL _____)

The foregoing instrument was acknowledged before me this 5th day of December, 2025,
by means of ☒ physical presence or ☐ online notarization by Todd Romero as Director of Client Services
for Advanced Environmental Laboratories, Inc. _____ a Florida corporation, who is personally known to
me or has produced identification.

Notary Seal:

Notary: Marisa French
Print Name: MARISA FRENCH
My Commission Expires: 5/10/2027



CITY OF KISSIMMEE

By: _____
Jackie Espinosa, Mayor

Date: _____

ATTEST:

Tameara Crespo, City Clerk

Approved as to form and legal sufficiency:

Olga Sanchez de Fuentes, City Attorney

**EXHIBIT “A”
ORIGINAL AGREEMENT**

**AGREEMENT between CITY OF KISSIMMEE
and Advanced Environmental Laboratories, Inc.**

THIS AGREEMENT is made this 6th day of December, 2022 by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, whose address is 101 Church Street, Kissimmee, Florida 34741 (hereinafter "CITY") and **Advanced Environmental Laboratories, Inc.**, whose business address is 6681 Southpoint Parkway, Jacksonville, FL 32216, hereinafter referred to as "CONTRACTOR" and each represents as follows:

WITNESSETH

WHEREAS, City has seventeen (17) stormwater monitoring stations located throughout the watershed basin of the City to analyze the water for compliance with the Nutrient Reduction Plan (NRP) and the Basin Management Action Plan (BMAP) requirements; and

WHEREAS, City advertised a Request for Proposals Number RFP2023-001 for water sample testing on the monitoring station; and

WHEREAS, City desires to award Bid Number RFP2023-001 to Contractor, as a responsive bidder consistent with the terms, conditions and requirements of the bid specifications; and

WHEREAS, Contractor agrees to provide services as further enumerated herein in the furtherance of the City's stormwater monitoring program.

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

1. **RECITALS.** The foregoing recitals are true and correct and specifically incorporated herein.
2. **TERM.** The initial contract period will be for three (3) years with two (2) optional one (1) year extensions.
3. **SERVICES.** Contractor agrees to provide analytical and testing services to the City as necessary to identify and quantify toxic substances, hazardous constituents, or hazardous characteristics of soil or aqueous samples as specified in the Scope of Services attached hereto and incorporated as "Exhibit A" -- Analytical Services.
 - A. Contractor shall provide all materials and supplies necessary to City staff for proper sample collection, pick-up/shipping of samples, and testing of samples. All provided containers and bottles shall be clean and conform to the Environmental Protection Agency (EPA) quality control requirements and procedures.
 - B. Contractor shall perform analytical services for the City on an as needed basis. Contractor will begin work promptly after receipt of each Sample Chain of Custody as a work order,

which shall constitute written notice to proceed.

- C. Contractor shall perform all analyses requested by the City. If Contractor's laboratory sample capacity precludes Contractor from analyzing the requested samples within hold times, Contractor may subcontract the samples to another accredited laboratory at no additional cost to the City. A valid copy of the appropriate NELAC and DHRS certificates will be required of awarded lab and any subcontracted lab.
- D. Contractor shall pick up samples at the Street and Stormwater Division Facility, 2213 Mabbette Street, Kissimmee, FL 34741 upon request by the City. Contractor shall conduct timely pick-ups as to comply with the holding time listed in the latest approved edition of standard methods. Express mail carrier service for sample pick up may be used; however, Contractor must provide all shipping containers and assume responsibility for all mailing costs. Sample transport shall be in iced containers and follow all EPA protocols for sample transport and chain of custody.
- E. Contractor shall perform all analytical services per the DEP Quality Assurance/Quality Control (QA/QC) measures and protocol.
- F. Contractor shall provide City with a complete written report of each if the Chain of Custody it analyses performed. All analytical reports shall be formatted in accordance with National Environmental Laboratory Accreditation Conference (NELAC) standards and in addition to the results of the analyses, shall include test methods, detection limits, dates analyses performed, and analyst initials. Written analytical reports including an Excel spreadsheet shall be prepared by the Contractor within 3 working days after completion of the sample analyses.
- G. Contractor shall make available QA/QC data at the request of the City. This information must be retrievable from the Contractor's Laboratory Information Management System for a period not less than five (5) years and be available for inspection at any time by the City. Contractor shall be subject to any State Quality Assurance/Quality Control audits and inspections by the City.
- H. Contractor shall provide occasional consultation on collection methods and interpretation of reports at no additional cost to the City. This consultation shall include occasional testimony at proceedings related to pending litigation, if necessary.
- I. Contractor shall, at the request of the City, check and (if needed) re-analyze the sample(s) at no additional cost to the City, for any reported results in which the City questions the accuracy of same.
- J. On occasion, City may require additional analyses for constituents or methods not listed in "Exhibit A- Analytical Services". Upon request, Contractor may be asked to provide these analyses at a quoted cost.
- K. Contractor shall perform emergency or priority analyses on certain samples, as

determined by City; verbal reports shall be required in less than 3 working days of receipt of such samples along with a written report.

4. **LICENSES and ACCREDITATION.** Contractor shall secure and maintain all licenses and accreditation necessary for initiation and completion of the services contained herein, and shall be responsible for the payment of license and accreditation fees.
5. **PAYMENT.** Invoices shall provide details of all project expenses permitted in this Agreement. Upon review and approval of Contractor's invoice and verification that services have been rendered in conformity with this Agreement, the City, through payment issued by the Public Works & Engineering Department, shall pay Contractor in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Contractor shall not apply any late charges, interest or penalties to any invoice or charges for services until 30 days from the City's receipt of the invoice. If this Agreement is terminated for convenience for any reason, then Contractor shall be paid pro rata for all services performed, materials purchased, and administrative costs incurred, including lost profit, to the effective date of termination.
6. **SAMPLES.** City may, at its discretion, require submission of samples for inspection and testing. When specifications require such submissions, all costs for such samples, including postage, will be the responsibility of Contractor. Samples not consumed in the evaluation process or determined necessary for comparison with future deliveries may be returned at Contractor's request and expense. City will not be held liable for any sample provided.
7. **INSURANCE.** Contractor during the term of the Agreement, shall, at its sole cost and expense, maintain insurance coverage as follows:
 - A. **Workers Compensation:** Contractor will provide Worker's Compensation coverage for all employees at the site location. The limits will be statutory for Worker's Compensation and \$300,000.00 for Employers' Liability.
 - B. **Comprehensive General Liability:** Contractor will provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000.00.
 - C. **Comprehensive Automobile Liability:** Contractor will provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000.00.
 - D. **Umbrella Insurance:** Contractor will provide an umbrella in excess to the coverage in paragraphs B), and C) of not less than \$1,000,000.00.
8. **DAMAGE TO PREMISES.** Contractor is responsible for all damage to City property and private property resulting from Contractor's actions on or near the work sites. Contractor will be responsible for restoring, replacing, or repairing any damage, which occurs during the performance of work pursuant to this Agreement.

9. **TERMINATION FOR CAUSE.**

A. City may terminate this Agreement based on any of the following:

1. If Contractor's quality of the services performed is not in conformance with Quality Assurance/Quality Control (QA/QC) measures as per the requested method and per the EPA-approved methods which meet FL DEP protocol in effect as of the date of this Agreement, or;

2. If Contractor or subcontractor(s) Florida Department of Public Health Environmental Laboratory Accreditation is revoked or expires, Contractor must notify City of same within two (2) business days. City may, at the City's sole discretion, provide Contractor thirty (30) days to acquire its re-certification, or;

3. In the event of any breach by Contractor of the conditions set forth in this Agreement, including any non-performance of duties, the City's Designated Representative may send a certified letter to the Contractor requesting that the Contractor show cause why the Agreement should not be terminated. If adequate assurances or acceptable reasons are not given to the City within fifteen (15) days of the receipt by Contractor of said show cause notice, City may consider the Contractor to be in default, and may immediately terminate this Agreement.

4. In the event of termination for cause, City may adjust any payment to take into account any additional costs to be incurred by the City due to such default.

B. Contractor may terminate this Agreement for cause if City fails to pay the Contractor as provided herein. Contractor shall notify City of its intention to terminate with thirty (30) days notice provided by certified letter to the City Representative. If adequate assurances are not given to Contractor within fifteen (15) days of the receipt by the City of said show cause notice, then Contractor may consider the City to be in default, and may immediately terminate this Agreement.

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

Upon termination, Contractor shall invoice the City for all amounts not previously billed and due to the Contractor at that time. Contractor shall not be entitled to any additional fees or expenses for any work commenced, or expenses incurred after the notice of termination was received by

the Contractor, unless specifically approved or requested by the City. No amount shall be allowed for anticipated profit on unperformed services or other work. Contractor shall, however, be entitled to payment for services commenced and approved by the City prior to receipt of notice, or with the expressed written consent of City, prior to the effective date of termination.

11. **INDEMNIFICATION.** To the extent permitted by law, Contractor hereby releases and waives all claims against City, its officers, employees, agents, independent contractors for any injury or damaged to the person, property, or business of Contractor agents, employees, subcontractors, or other persons, for which injury or damaged results from any act, neglect, occurrence, or condition in or about any City properties whether such damage is caused by City or any other person. Nothing in the agreement shall be construed as a waiver of City's statutory sovereign immunity pursuant to Section 768.28, Florida Statutes.

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

12. **NON - DISCRIMINATION.** Contractor agrees not to discriminate against any citizen, employee or employment applicant on the basis of race, color, religion, national origin, ancestry, sex, marital status or age in the performance of the obligations of this Agreement. Violation of this provision shall be treated as a breach of this Agreement.
13. **NON-ASSIGNMENT.** Contractor shall not, without prior consent of the City, assign this Agreement or any portion hereof. Any unauthorized assignment shall be void, and shall terminate the Agreement at the City's option. Contractor's interest in this Agreement is not assignable by operation of law.
14. **PUBLIC RECORDS.** Contractor specifically acknowledges the City's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, the Contractor shall keep and maintain public records required by the City and to comply with §119.071, F.S., shall:

a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the services required under this Agreement;

b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and

d) Meet all requirements for retaining public records and transfer, at no cost to the City, all public records in possession of Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology system of the City.

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

15. **DISPUTES.** Any claims, disputes, and/or matters in question between the Parties arising out of or relating to this Agreement, including claims for extra compensation, shall be filed in writing by the aggrieved Party to the other Party within forty-five (45) days of its occurrence. Should such claims not be formally submitted within said forty-five (45) day period, the aggrieved Party agrees to not make such claim against the other party at any time in the future. Should any claim or dispute not be mutually resolved between the parties within sixty (60) days thereafter, the aggrieved Party may then seek to resolve the matter through remedies at law.
16. **APPLICABLE LAWS.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Florida.
17. **JURY TRIAL WAIVER/VENUE/WAIVER OF ATTORNEY FEES.** It is mutually agreed by the Parties that each do hereby waive the right to a jury trial in any action, proceeding, claim or counterclaim which may be brought by either of the Parties hereto against the other on any matter concerning or arising out of this Agreement. Venue shall be Osceola County, Florida. Each Party waives the right to attorney fees in any action to enforce this Agreement.
18. **WAIVER.** No failure of City to insist upon strict performance in any one or more terms of this Agreement, nor any failure of City to exercise any right or remedy under this Agreement shall constitute a waiver of any such term, right or remedy the City may have, or future rights to enforce compliance.
19. **NOTICES.** City designates the Stormwater Manager of the Public Works & Engineering Department as the City Representative for all matters pertaining to and arising from the work and performance of this Agreement. Notice under this Agreement shall be deemed effective when mailed, certified mail return receipt requested or when delivered personally at the parties address below:

Notice to City:

Ms. Nagel Altrui
Street & Stormwater Manager
Department of Public Works & Engineering
City of Kissimmee
2213 Mabbette Street
Kissimmee, Florida 34741

Notice to Contractor:

Mr. Charles Ged
President
Advanced Environmental Laboratories, Inc.
380 Northlake Blvd., Suite 1048
Jacksonville, FL 32216

20. **ENTIRETY OF AGREEMENT.** This Agreement shall constitute the entire Agreement of the Parties. Any prior understanding or representations of any kind preceding the date of this Agreement shall not be binding on either Party except as incorporated herein.
21. **MODIFICATIONS.** Any modifications or additional obligations assumed by either Party in connection with this Agreement shall be binding only if evidenced in writing and signed by each Party or an authorized representative of each Party.
22. **BINDING.** This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns as permitted by this Agreement.
23. **SEVERABILITY.** In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.
24. **E-VERIFY.** In compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.
 - a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.
 - b. The City, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

c. The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that City is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.

Signature page to follow

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

CONTRACTOR Advanced Environmental
Laboratories, Inc.

By: [Signature]

By: CHARLES GED

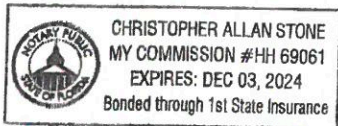
Date: 11/18/22

STATE OF FLORIDA

COUNTY OF Duval

The foregoing instrument was acknowledged before me this 18th day of November, 2022,
by _____, as _____ of _____, Inc. a Florida
corporation, who is personally known to me or has produced identification.

Notary Seal:



Notary: [Signature]

Print Name: Christopher Stone

My Commission Expires: 12/3/2024

CITY OF KISSIMMEE

By: Olga Gonzalez
Olga Gonzalez, Mayor- Commissioner

Date: 12/6/2022

ATTEST:

[Signature]
Linda Hansel, City Clerk

Approved as to form and legal sufficiency:

Olga Sanchez de Fuentes
City Attorney

EXHIBIT "A"
ANALYTICAL SERVICES

All the parameters must be analyzed using only certified methods for non-portable water, and complying with the holding times listed in the latest approved edition of standard methods. The only exception is 17 to be analyzed in drinking water.

[illegible]

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

All the parameters must be analyzed using only certified methods for non-portable water, and complying with the holding times listed in the latest approved edition of standard methods. The only exception is 17 to be analyzed in drinking water.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>TOTAL COST</u>
1	Total Phosphorous (TP)	\$15.00
2	Orthophosphate (OP)	\$11.00
3	Nitrate-Nitrite as N (NO _x)	\$15.00
4	Total Kjeldahl Nitrogen (TKN)	\$18.00
5	Total Nitrogen (TN) calculated	\$0.00
6	Corrected Chlorophyll a (Pheophytin)	\$45.00
7	Chloride	\$11.00
8	Alkalinity	\$12.00
9	Total Suspended Solids (TSS)	\$10.00
10	Total Organic Carbon (TOC)	\$25.00
11	Biological Oxygen Demand (BOD-5)	\$19.00
12	Chemical Oxygen Demand (COD)	\$15.00
13	Ammonia as N	\$15.00
14	pH (Lab)	\$9.00
15	Total Coliforms	\$15.00
16	Fecal Coliforms	\$15.00
17	Fecal as E. Coli	\$15.00
18	Additional Costs for Priority Analysis	50% Markup for 3 Day Emergency or Priority

Advanced Environmental Laboratories, Inc.
380 Northlake Blvd., Suite 1048
Altamonte Springs, FL 32701
Phone: 407-937-1594

19 Specify below any costs not included in 1-17 above

\$30 - Courier Fee for Sample Pickup Only

DELIVERY TIME (F.O.B. DESTINATION) 14 Days
 ACKNOWLEDGMENT OF ADDENDA NO.(S) 1,2 (IF APPLICABLE)

(Signature)

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

CG We do not take exception to Specifications.
 (initial)

We take exception to Specifications as follows:
 (initial)

COMPANY NAME Advanced Environmental Laboratories, Inc. (attach additional sheets, if necessary)
 COMPANY ADDRESS 6681 Southpoint Parkway
Jacksonville, FL 32216

NOTE: OFFERS NOT RECEIVED IN DUPLICATE MAY BE REJECTED.
 VENDORS ARE RESPONSIBLE FOR DELIVERY OF THEIR PROPOSALS TO THE
 ADDRESS INDICATED ON THE PROPOSAL COVER SHEET PRIOR TO THE DATE AND
 TIME SHOWN.
 PROPOSALS NOT SO DELIVERED MAY BE REJECTED.

BY:

(signature)

DATE: 10/28/2022

Charles Ged, President

EMAIL: cged@aellab.com

(typed name/title of signer)

TELEPHONE NO.: 904 363-9350 FAX NO.: 904 363-9354

ITEM 7.F

Architectural Services for the Mill Run Park Fire Station

Request

Approval of the Consultant Services Authorization (CSA) (Contract# 20260102) with The Lunz Group for additional services to support the Mill Run Park Fire Station Project as it enters the construction phase, totaling \$93,535, and authorize the City Manager or its designee to sign any additional documents or change orders needed to carry out the terms of this contract.

Explanation

The Mill Run Park Fire Station Project is entering construction and requires architectural administration by The Lunz Group, the Architect of Record. These services are for architectural, mechanical, and electrical engineering efforts associated with the construction administration. The additional services were not included in the design phase and are necessary to support the project during this stage.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
36035106 - 506292	FD2528	Decrease	\$12,361,882.00	\$93,535.00

Financial Summary:

Adequate funding for the Mill Run Park Fire Station Project is readily available in the accounts listed above.

Recommendation

Approval of the Consultant Services Authorization for architectural services with The Lunz Group in the amount of \$93,535.00 for the Mill Run Park Fire Station Project to support the construction phase and authorize the City Manager or its designee to sign any additional documents or change orders needed to carry out the terms of this contract.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering
Presenter:

Attachment(s):

1. (S) CSA Lunz Group for Mill Run Fire Station Project
 2. The Lunz Group Feb-20-2024 Executed Contract
- City of Kissimmee

CONSULTANT SERVICES AUTHORIZATION FOR DESIGN AND RELATED SERVICES FOR THE MILL RUN FIRE STATION

THIS CONSULTANT SERVICES AUTHORIZATION ("CSA") is issued pursuant to the **Architectural/Engineering Services Master Agreement #20240133** ("Master Agreement") between the City of Kissimmee ("City") and The Lunz Group, Inc. ("Consultant"). All terms and conditions of the Master Agreement are incorporated herein by reference.

WHEREAS, the Parties entered into the Master Agreement on February 20, 2024, for continuing professional services for a five (5) year term; and

WHEREAS, the City seeks the design of the Mill Run Fire Station (the "Project") and Consultant was selected as the best qualified firm to provide the architectural and related services required for the Project; and

WHEREAS, Section 2.1. of the Master Agreement requires the Parties enter into a CSA to memorialize the terms and conditions required to complete the Project.

NOW, THEREFORE, in consideration of the promises contained herein, the City and Consultant hereby agree as follows:

1. SCOPE OF SERVICES

Consultant shall perform professional architectural and related services for the Mill Run Park Fire Station Project in accordance with the Master Agreement and Consultant's Additional Services Requests listed below. Services are limited to Pre-Construction Phase services and Construction Administration Phase services as described.

A) Pre-Construction Phase – Additional Services Request No. 2 – R2 (dated September 22, 2025):

- 8 bi-weekly team meetings with Core and Owner (8 meetings x 1 hour each) for coordination during bidding and permitting.
- Responses to Requests for Information (RFIs) during bidding (26 manhours).
- Coordination of all responses throughout permitting and delivery of permitted, issued-for-construction documents (24 manhours).

The above scope is more fully described in Consultant's Mill Run Park Fire Station Additional Services Request No. 2 – R2, attached hereto and incorporated herein as Exhibit "A."

B) Construction Administration Phase – Additional Services Request No. 3 – R1
(dated September 22, 2025):

- Architectural Construction Administration services based on a 15-month (64-week) construction period plus a 2-week close-out period, including RFIs, submittal review (up to two iterations), onsite Owner-Architect-Contractor (OAC) meetings once per month, and online OAC meetings once per month (256 manhours).
- Site visits: 15 construction site visits plus 2 close-out visits (substantial completion punch list and final punch list), with each visit consisting of approximately 2.5 hours round-trip travel and 1 hour onsite (60 manhours).
- MEP Construction Administration services provided by Consultant's MEP subconsultant per proposal in the amount of \$31,035.00.
- Structural Construction Administration services provided by Consultant's structural subconsultant per proposal in the amount of \$1,900.00.
- Reimbursable mileage associated with 15 site trips, calculated at 1,620 miles at the City-approved mileage rate.

The above scope is more fully described in Consultant's Mill Run Park Fire Station Additional Services Request No. 3 – R1, attached hereto and incorporated herein as Exhibit "B."

2. SCHEDULE / TERM OF SERVICES

Pre-Construction Phase services under this CSA shall commence upon issuance of a Notice to Proceed ("NTP") and shall be substantially complete upon issuance of permitted, issued-for-construction documents for the Project, subject to extensions as provided in the Master Agreement.

Construction Administration Phase services shall commence upon issuance of a construction NTP to the Contractor and shall continue through substantial completion and final completion of the Project, including close-out services, based on an assumed 15-month construction period plus a two-week close-out period. Adjustments to the term associated with changes in the construction schedule shall be handled in accordance with the Master Agreement.

3. COMPENSATION

A) Method of Compensation:

Compensation for services authorized under this CSA shall be on an hourly not-to-exceed basis for Consultant's labor, plus approved subconsultant fees and reimbursable expenses, all in accordance with the rates and terms of the Master Agreement.

B) Fee Breakdown:

Component	Basis	Amount
Pre-Construction Phase – ASR No. 2 – R2	Hourly, not-to-exceed	\$9,222.00
Architectural CA – RFIs/Submittals/OAC Meetings	Hourly, 256 hrs @ \$159/hr	\$40,704.00
Architectural CA – Site Trips (15 Site Trips)	Hourly, 60 hrs @ \$159/hr	\$9,540.00
MEP Construction Administration (Subconsultant)	Lump Sum per proposal	\$31,035.00
Structural Construction Administration (Subconsultant)	Lump Sum per proposal	\$1,900.00
Reimbursable Mileage (15 Site Trips)	1,620 miles @ \$0.70/mile	\$1,134.00
Total CSA Compensation Authorized		\$93,535.00

C) Not-to-Exceed Amount:

The total compensation authorized under this CSA, inclusive of Consultant labor, subconsultants, and reimbursable expenses, shall not exceed **Nine-Three Thousand Five Hundred Thirty-Five Dollars (\$93,535.00)**. No amount in excess of this not-to-exceed amount shall be due unless authorized by the City Manager or designee.

4. SUBCONSULTANTS

Consultant is authorized to utilize the following subconsultants for the services covered by this CSA, subject to the terms of the Master Agreement:

- Mechanical/Electrical/Plumbing (MEP) Engineer – Construction Administration services per attached proposal (amount \$31,035.00).
- Structural Engineer – Construction Administration services per attached proposal (amount \$1,900.00).

Any additional or replacement subconsultants shall require prior written approval from the City in accordance with the Master Agreement.

5. **LIQUIDATED DAMAGES**

None applicable unless otherwise stated by the Master Agreement.

6. **SPECIAL CONDITIONS / CLARIFICATIONS**

A) Consultant's Additional Services Requests No. 2 – R2 and No. 3 – R1 for the Project are attached to and made a part of this CSA as Exhibits A and B, respectively.

B) In the event of any conflict between the terms of this CSA and the Master Agreement, the Master Agreement shall control, except where this CSA expressly and specifically states otherwise.

C) Nothing in this CSA modifies the insurance, indemnification, standard of care, or other risk allocation provisions of the Master Agreement.

IN WITNESS WHEREOF, the Parties hereto acknowledge they have received, read, and understand this Consultant Services Authorization, executed on the date below written, and shall abide by and enforce the terms and conditions herein.

THE LUNZ GROUP, INC.

By: [Signature]

Title: Managing Director

Date: 12/22/2025

STATE OF Florida)
COUNTY OF Polk)

The foregoing instrument was acknowledged before me this 22 day of December, 2025 by means of ☒ physical presence or ☐ online notarization by Craig Fennig as Managing Director for The Lunz Group, Inc. a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:



Notary: [Signature]

Print Name: Lori Aumack

My Commission Expires: 7.24.26

CITY OF KISSIMMEE

By: _____
Jackie Espinosa, Mayor-Commissioner

Date: _____

ATTEST:

Tameara Crespo, City Clerk

Approved as to form and legal sufficiency:

Olga Sanchez de Fuentes, City Attorney

Exhibit A



July 16, 2025

Revised September 22, 2025

Robert Masiku
City of Kissimmee
101 Church Street
Kissimmee, Florida 34741

**Re: Mill Run Park Fire Station
Additional Services Request No.2 – R2
TLG Project # 24005.01**

Dear Robert,

Please consider this request for Additional Services in the amount of \$9,222.00 for the Mill Run Park fire station located in Kissimmee Florida. These added services are for architectural efforts associated with the Pre-Construction Phase and all manhours are considered Project Manager hours.

Scope of Additional Services

Pre-Construction Phase consists of:

- 8 bi-weekly Team meetings with Core and Owner, already attended, for a total of 8 meetings for 1 hour each: 8 manhours.
- Responses to RFI's during bidding: 26 manhours.
- Coordination of all responses throughout permitting process and delivery of permitted, issued for construction documents: 24 manhours.

Bi-weekly Team meetings:	8 manhours @ \$159/hr =	\$1,272.00
Responses to RFI's during bidding:	26 manhours @ \$159/hr =	\$4,134.00
Coordination and delivery of permit documents:	24 manhours @ \$159/hr =	\$3,816.00
Total		\$9,222.00

Compensation

Compensation for these additional services is further outlined below:

DESCRIPTION	FEE
Original Contract Value	\$449,000.00
Additional Service Request No.1 – void	\$4,025.00
Additional Service Request No.2 – Revision 2	\$9,222.00
Total Compensation	\$458,222.00

Exhibit A

Mill Run Park fire station
TLG Project #24005.01
ASR No.2 – R1
Page 2

The terms of this proposal are in accordance with the current agreement which is in place for this project. The terms of this agreement shall remain. We are excited to continue to further develop this project and look forward to our continued collaborative association with you.

Thank you,

Submitted by:



Signature

Craig Fennig

Printed Name

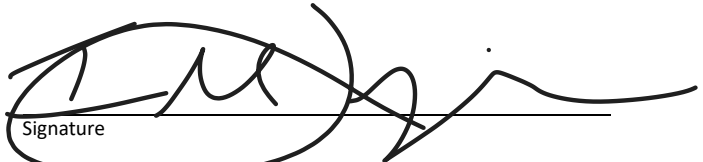
Managing Director – The Lunz Group

Title

9/22/2025

Date

Approved by:



Signature

Ivan Lespier

Printed Name

Senior Construction Project Manager

Title

12/22/2025

Date

Exhibit B



September 17, 2025

Revised September 22, 2025

Robert Masiku
City of Kissimmee
101 Church Street
Kissimmee, Florida 34741

**Re: Mill Run Park Fire Station
Additional Services Request No. 3 – R1
TLG Project # 24005.01**

Dear Robert,

Please consider this request for Additional Services in the amount of \$84,313.00 for the Mill Run Park fire station located in Kissimmee Florida. These added services are for architectural efforts associated with the Construction Administration Phase and all manhours are considered Project Manager hours.

Scope of Additional Services

Architectural Construction Administration Phase will be based on a 15-month (64 weeks) construction period, plus a 2-week close-out period. Manhours based on total 64 weeks at 4 hours per week = 256 hours for response to RFIs, submittal review up to two times, onsite OAC meeting once a month and online OAC meeting once a month. 15 site visits based on 1 site visit per 15 months of construction and 2 close-out visits for substantial completion punch list and final punch list. Each requires 2 ½ hours round trip travel time and 1 hour on site for a total of 3 ½ hours per visit x 17 visits = 60 manhours.

MEP Construction Administration fee is based on our consultants proposal for \$31,035.00
Structural Construction Administration fee is based on our consultants proposal for \$1,900.00

Reimbursables:

Mileage: 15 site trips at 108 miles round trip each = 1,620 miles.

Architectural CA:	256 manhours @ \$159/hr =	\$40,704.00
Site trips:	60 manhours @ \$159/hr =	\$9,540.00
MEP CA:	Per Consultant Proposal	\$31,035.00
Structural CA:	Per Consultant Proposal	\$1,900.
Reimbursables:	1,620 miles x .70 =	\$1,134.00
Total		\$84,313.00

Compensation

Compensation for these additional services is further outlined below:

DESCRIPTION	FEE
Original Contract Value	\$449,000.00
Additional Service Request No.1 – void	\$4,025.00
Additional Service Request No.2 – R2	\$9,222.00
Additional Services Request No. 3 – R1	\$84,313.00
Total Compensation	\$542,535.00

Exhibit B

Mill Run Park fire station
TLG Project #24005.01
ASR No.3
Page 2

The terms of this proposal are in accordance with the current agreement which is in place for this project. The terms of this agreement shall remain. We are excited to continue to further develop this project and look forward to our continued collaborative association with you.

Thank you,

Submitted by:



Signature

Craig Fennig

Printed Name

Managing Director – The Lunz Group

Title

9/22/2025

Date

Approved by:



Signature

Ivan Lespier

Printed Name

Senior Construction Project Manager

Title

11/17/2025

Date

Architectural/Engineering Services Master Agreement

THIS ARCHITECTURAL/ENGINEERING MASTER SERVICES AGREEMENT (“Agreement”) is entered into as of the Effective Date (hereinafter defined) by and between the City of Kissimmee, a Municipal Corporation of the State of Florida, by and through its Commission, 101 Church Street, Kissimmee, Florida 34741 (hereinafter referred to as the “CITY”), and **THE LUNZ GROUP**, 615 Celebration Avenue, FL 34747, whose Federal Identification Number is: 59-2853955 (hereinafter referred to as the “CONSULTANT”).

WITNESSETH:

WHEREAS, the CITY requires certain architectural and/or engineering services to be performed in the City of Kissimmee; and,

WHEREAS, the CITY has solicited for these professional services via RFQ2023-006, an advertised request for qualifications (the “RFQ”), and has received numerous responsive bids thereto; and

WHEREAS, the CONSULTANT remains agreeable to providing the CITY the professional services and represents that it is capable and prepared to do so;

NOW, THEREFORE, in consideration of the promises contained herein, the CITY and the CONSULTANT (collectively, the “Parties”) hereby agree, as follows:

1.0 **Term**

1.1 This Agreement shall take effect on the date of its execution by the Mayor, The City of Kissimmee Commission (the “Effective Date”).

1.2 The term of this Agreement shall be for a five (5) year period, commencing upon the Effective Date, unless otherwise terminated as provided herein.

2.0 **CONSULTANT –SERVICES -- GENERAL**

2.1 The CONSULTANT shall provide the CITY complete architectural and engineering services necessary to provide construction documents and administration for various projects (individually a “Project” and collectively, the “Projects”) throughout the Term, as may be further specifically designated and authorized by the CITY in writing. Such authorization shall be in the form of either a Consultant Services Authorization (“CSA”) or a Contract Purchase Order (“CPO”), and all provisions of this Agreement shall apply to the CSA or CPO with full force and effect as if appearing in full within each CSA or CPO. Each CSA or CPO will set forth a specific Scope of Services, maximum limit of compensation, schedule, liquidated damages, and completion date, and shall become effective upon the due execution. When the CONSULTANT and the CITY enter into a CSA or CPO where the term thereof expires on a date that is later than the date of this Agreement, the

CONSULTANT and the CITY agree that the terms of this Agreement and any amendments, attachments, or provisions thereof are automatically extended until the expiration or full completion of the requirements of the CSA or CPO, as applicable, have been performed. Cancellation by the CITY of any remaining service prior to the full completion of the requirements of the CSA/CPO shall cause the terms of this Agreement to terminate at the same time. This provision only applies when the expiration of the CSA/CPO extends beyond the expiration of this Agreement. It does not apply when a CSA/CPO expires or is cancelled prior to the expiration of this Agreement.

2.2 The CONSULTANT is not authorized to undertake any Project without a duly executed CSA or CPO, which shall specify the work to be performed. The CONSULTANT recognizes that the CITY may employ several different CONSULTANTS and engineers to perform the services described herein and that the CONSULTANT has not been employed as the exclusive agent to perform any such services.

2.3 In addition to the services described in this Section 2.0, the RFQ, the Consultant's responsive proposal thereto, and otherwise set forth and described in the body of this Agreement, the CONSULTANT may also be authorized to perform, via a duly executed CSA or CPO, any or all of those services set forth and further described in **Exhibit "B"**, attached hereto and incorporated herein (collectively, the "Services").

3.0 Project Administration Services

3.1 The CONSULTANT shall manage the CONSULTANT'S services and administer the Project. The CONSULTANT shall consult with the CITY, research applicable design criteria, attend Project meetings, and communicate with members of the Project team and issue progress reports. The CONSULTANT shall coordinate the services provided by the CONSULTANT and the CONSULTANT'S sub-consultants with those services provided by the CITY and the CITY'S consultants.

3.2 When Project requirements have been sufficiently identified, the CONSULTANT may be required to prepare, and periodically update, a Project schedule that shall identify milestone dates for decisions required of the CITY, design services furnished by the CONSULTANT, completion of documentation provided by the CONSULTANT, commencement of construction and Substantial Completion of the Work.

3.3 The CONSULTANT shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program, budget and aesthetics in developing the design for the Project.

3.4 Upon request of the CITY, the CONSULTANT shall make a presentation to explain the design of the Project to representatives of the CITY.

3.5 The CONSULTANT shall submit design documents to the CITY at intervals

appropriate to the design process for purposes of evaluation and approval by the CITY. The CONSULTANT shall be entitled to rely on approvals received from the CITY in the further development of the design.

3.6 The CONSULTANT shall assist the CITY in connection with the CITY'S responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

3.7 EVALUATION OF BUDGET AND COST OF THE WORK.

3.7.1 When the Project requirements have been sufficiently identified, the CONSULTANT shall prepare a preliminary estimate of the Cost of the Work. This estimate may be based on current area, volume or similar conceptual estimating techniques. The CONSULTANT shall advise the CITY of any adjustments to previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions. If at any time the estimate of the Cost of the Work exceeds the CITY'S budget, the CONSULTANT shall make appropriate recommendations to the CITY to adjust the Project's size, quality or budget, and the CITY shall cooperate with the CONSULTANT in making such adjustments.

3.7.2 Evaluations of the CITY'S budget for the Project, the preliminary estimate of the Cost of the Work, and updated estimates of the Cost of the Work represent the CONSULTANT'S judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the CONSULTANT nor the CITY has control over the cost of labor, materials or equipment, over the CONSULTANT'S methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the CONSULTANT cannot and does not warrant or represent that bids or negotiated prices will not vary from the CITY'S budget for the Project or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the CONSULTANT.

3.7.3 In preparing estimates of the Cost of the Work, the CONSULTANT shall be permitted to include contingencies and allowances for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the CITY'S budget for the Cost of the Work.

3.7.4 If bidding or negotiation has not commenced within 90 days after the CONSULTANT submits the Construction Documents to the CITY, the budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the construction industry.

3.7.5 If the budget for the Cost of the Work is exceeded by the lowest bona fide bid or negotiated proposal, and the CITY elects to revise the Project scope to reduce the Cost of the Work, then the CONSULTANT, without additional charge, shall modify the Contract Documents as necessary to comply with the fixed limit as a condition of this Agreement.

4.0 Evaluation and Planning Services

4.1 The CITY may furnish a program setting forth the CITY's objectives, schedule, constraints and criteria, including space requirements and relationships, special equipment, systems and site requirements. The CONSULTANT shall provide a preliminary evaluation of the information furnished by the CITY under this Agreement, including the CITY'S program and schedule requirements and budget for the Cost of the Work, each in terms of the other. The CONSULTANT shall review such information to ascertain that it is consistent with the requirements of the Project and shall notify the CITY of any other information or consultant services that may be reasonably needed for the Project.

4.2 The CONSULTANT shall provide a preliminary evaluation of the CITY's site for the Project based on the information provided by the CITY of site conditions, and the CITY'S program, schedule and budget for the Cost of the Work.

5.0 Design Services

5.1 SCHEMATIC DESIGN DOCUMENTS

5.1.1 The CONSULTANT shall provide Schematic Design Documents based on the mutually agreed-upon program, schedule, and budget for the Cost of the Work. The documents shall establish the conceptual design of the Project illustrating the scale and relationship of the Project components. The Schematic Design Documents shall include a conceptual site plan, if appropriate, and preliminary building plans, sections and elevations. At the CONSULTANT's option, the Schematic Design Documents may include study models, perspective sketches, electronic modeling or combinations of these media. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

5.2 DESIGN DEVELOPMENT DOCUMENTS

5.2.1 The CONSULTANT shall provide Design Development Documents based on the approved Schematic Design Documents and updated budget for the Cost of the Work. The Design Development Documents shall illustrate and describe the refinement of the design of the Project, establishing the scope, relationships, forms, size and appearance of the Project by means of plans, sections and elevations, typical construction details, and equipment layouts. The Design Development Documents shall include specifications that identify major materials and systems and establish in general their quality levels.

5.3 CONSTRUCTION DOCUMENTS

5.3.1 The CONSULTANT shall provide Construction Documents based on the approved Design Development Documents and updated budget for the Cost of the Work. The Construction Documents shall set forth in detail the requirements for construction of the Project. The Construction Documents shall include Drawings and Specifications that establish in detail the quality levels of materials and systems required for the Project.

5.3.2 During the development of the Construction Documents, the CONSULTANT shall assist the CITY in the development and preparation of: (1) bidding and procurement information which describes the time, place and conditions of bidding; bidding or proposal forms; and the form of agreement between the CITY and the CONSULTANT; and (2) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The CONSULTANT also shall compile the Project Manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

5.3.3 Progress submittals of design documents shall be delivered to the CITY for review and approval, at the 50% Construction Document Phase, the 100% Construction Document to be submitted for permit, and the 100% Construction Documents, approved for construction for each subproject. Such submittals shall be reissued as necessary to secure approval. CITY comments shall be incorporated into the next phase of the work. CONSULTANT is entitled to rely upon CITY'S approval that the design conforms to the program at each stage. The CITY and the CONSULTANT agree that they shall not proceed to the next phase, including the Construction Phase, until they have mutually agreed that the project is feasible in accordance with the budget approved by the CITY.

6.0 Contract Administration Services

6.1 GENERAL ADMINISTRATION

6.1.1 The CONSULTANT shall provide administration of the Contract between the CITY and the Contractor as set forth in the CITY'S Agreement with their Contractor.

6.1.2 The CONSULTANT'S responsibility to provide the Contract Administration Services under this Agreement commences with the Notice to Proceed to the Contractor and terminates at the issuance to the CITY of the final Certificate for Payment. However, the CONSULTANT may be entitled to a Change in Services in accordance with Section 47.2 if Contract Administration Services extend 60 days after the date of Final Completion of the Work.

- 6.1.3** The CONSULTANT shall be a representative of, and shall advise and consult with, the CITY during the provision of the Contract Administration Services. The CONSULTANT shall have authority to act on behalf of the CITY only to the extent provided in this Agreement unless otherwise modified by written amendment.
- 6.1.4** Duties, responsibilities and limitations of authority of the CONSULTANT under this Section 6.0 shall not be restricted, modified or extended without written agreement of the CITY and CONSULTANT.
- 6.1.5** The CONSULTANT shall review properly prepared, timely requests by the Contractor for additional information about the Contract Documents. A properly prepared request for additional information about the Contract Documents shall be in a form prepared or approved by the CONSULTANT and shall include a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested.
- 6.1.6** If deemed appropriate by the CONSULTANT, the CONSULTANT shall on the CITY'S behalf prepare, reproduce and distribute supplemental Drawings and Specifications in response to requests for information by the Contractor.
- 6.1.7** The CONSULTANT shall interpret and decide matters concerning performance of the CITY and Contractor under, and requirements of, the Contract Documents on written request of either the CITY or Contractor. The CONSULTANT'S response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.
- 6.1.8** Interpretations and decisions of the CONSULTANT shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the CONSULTANT shall endeavor to secure faithful performance by both CITY and Contractor, shall not show partiality to either, and shall not be liable for the results of interpretations or decisions so rendered in good faith.
- 6.1.9** The CONSULTANT shall render initial decisions on claims, disputes or other matters in question between the CITY and CONSULTANT as provided in the Contract Documents. However, the CITY'S decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

6.2 EVALUATIONS OF THE WORK

- 6.2.1** The CONSULTANT, as a representative of the CITY, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the CITY and the CONSULTANT, (1) to become generally familiar with and to keep the CITY informed in writing about the

progress and quality of the portion of the Work completed, (2) to endeavor to guard the CITY against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the CONSULTANT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The CONSULTANT shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

6.2.2 The CONSULTANT shall report to the CITY known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the CONSULTANT shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The CONSULTANT shall be responsible for the CONSULTANT'S negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Sub-contractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

6.2.3 The CONSULTANT shall at all times have access to the Work wherever it is in preparation or progress.

6.2.4 Except as may otherwise be provided in the Contract Documents or when direct communications have been specially authorized in writing, the CONSULTANT and Contractor shall communicate through the CITY. Communications by and with the CONSULTANT'S sub-consultants shall be through the CONSULTANT. The CONSULTANT shall respond to the CITY with the CONSULTANT'S written responses or correspondence within a reasonable length of time.

6.2.5 The CONSULTANT shall have authority to reject Work that does not conform to the Contract Documents. Whenever the CONSULTANT considers it necessary or advisable, the CONSULTANT, with the CITY'S approval, will have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the CONSULTANT nor a decision made in good faith, either to exercise or not to exercise such authority, shall give rise to a duty or responsibility of the CONSULTANT to the Contractor, Sub-contractor, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work. If the CONSULTANT requires inspection or testing of the Work without the CITY'S prior approval, the Work is deemed acceptable, the CONSULTANT will be responsible for any compensation due the Contractor.

6.3 CERTIFICATION OF PAYMENTS TO CONTRACTOR

6.3.1 The CONSULTANT shall review and certify the amounts due the Contractor and shall issue Certificates for Payment in such amounts. The CONSULTANT'S certification for payment shall constitute a representation to the CITY, based on the CONSULTANT'S evaluation of the Work as provided in Paragraph 6.2 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the CONSULTANT'S knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the CONSULTANT.

6.3.2 The issuance of a Certificate for Payment shall not be a representation that the CONSULTANT has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Sub-contractors and material suppliers and other data requested by the CITY to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

6.3.3 The CONSULTANT shall maintain a record of the Contractor's Applications for Payment.

6.4 SUBMITTALS

6.4.1 The CONSULTANT shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The CONSULTANT'S action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the CITY, Contractor or separate contractor. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, within ten (10) business days upon receipt to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The CONSULTANT'S review shall not constitute approval of safety precautions or, unless otherwise

specifically stated by the CONSULTANT, of any construction means, methods, techniques, sequences or procedures. The CONSULTANT'S approval of a specific item shall not indicate approval of an assembly of which the item is a component.

6.4.2 The CONSULTANT shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

6.4.3 If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the CONSULTANT shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the CONSULTANT. The CONSULTANT shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

6.5 CHANGES IN THE WORK

6.5.1 The CONSULTANT shall prepare Construction Change Directives and assist the City with the preparation of change orders and allowance authorizations for the CITY'S approval and execution in accordance with the Contract Documents. The CONSULTANT may authorize minor changes in the Work not involving an adjustment in Contract Sum or an extension of the Contract Time, which are consistent with the intent of the Contract Documents. If necessary, the CONSULTANT shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified.

6.5.2 The CONSULTANT shall review properly prepared, timely requests by the CITY or Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the CONSULTANT to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the CONSULTANT determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, the CONSULTANT may issue an order for a minor change in the Work or recommend to the CITY that the requested change be denied.

6.5.3 If the CONSULTANT determines that implementation of the requested changes would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, the

CONSULTANT shall make a recommendation to the CITY, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Contractor, if any, the CONSULTANT shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a Change in Services of the CONSULTANT. With the CITY'S approval, the CONSULTANT shall incorporate those estimates into a Change Order or other appropriate documentation for the CITY'S execution or negotiation with the Contractor.

6.5.4 The CONSULTANT shall maintain records relative to changes in the Work.

6.6 PROJECT COMPLETION

6.6.1 The CONSULTANT shall conduct site observations to determine the date or dates of Substantial Completion and the date of Final Completion, shall receive from the Contractor and forward to the CITY, for the CITY'S review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

6.6.2 The CONSULTANT'S site observations shall be conducted with the CITY'S Designated Representative to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the CONSULTANT of Work to be completed or corrected.

6.6.3 When the Work is found to be substantially complete, the CONSULTANT shall inform the CITY about the balance of the Contract Sum remaining to be paid the Contractor, including any amounts needed to pay for final completion or correction of the Work.

6.6.4 The CONSULTANT shall receive from the Contractor and forward to the CITY: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment and (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the CITY against liens.

7.0 Facility Operation Services

7.1 The CONSULTANT shall meet with the CITY or the CITY'S Designated Representative promptly after Substantial Completion to review the need for facility operation services.

7.2 Upon request of the CITY, and prior to the expiration of one year from the date of Substantial Completion, the CONSULTANT shall conduct a meeting with the

CITY and the CITY'S Designated Representative to review the facility operations and performance and to make appropriate recommendations to the CITY.

8.0 Additional Services

- 8.1 The CONSULTANT may be authorized, via a duly executed CSA or CPO, to perform any or all of the additional services as set forth and further described on **Exhibit "B"**.

8.2 The following minimum Design and Contract Administration Services shall be provided by the CONSULTANT without a Change in Services in accordance with Section 47.2:

8.2.1 A reasonable number of reviews of each Shop Drawing, Product Data item, sample and similar submittal of the CONSULTANT.

8.2.2 Up to two (2) site observations for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents.

8.2.3 Up to two (2) site observations for any portion of the Work to determine final completion.

8.3 The following Design and Contract Administration Services shall be provided by the CONSULTANT as a Change in Services in accordance with Section 47.2:

8.3.1 Change Orders and Construction Change Directives requiring evaluation of proposals, including the preparation or revision of Instruments of Services, with prior approval by CITY;

8.3.2 Providing consultation concerning replacement of Work resulting from fire or other cause during construction;

8.3.3 Evaluation of substitutions proposed by the CITY'S consultants or contractors and making subsequent revisions to the Instruments of Service, with prior approval by CITY.

8.3.4 Preparation of design and documentation for alternate bid or proposal requests proposed by the CITY after the Guaranteed Maximum Price is established.

8.3.5 Contract Administration Services provided 60 (sixty) days after the date of Final Completion of the Work, as may be requested by the CITY.

8.4 The CONSULTANT shall furnish or provide the following services only if specifically designated:

- 8.4.1 Programming
- 8.4.2 Land Survey Services
- 8.4.3 Geotechnical Services
- 8.4.4 Space Schematics/Flow Diagrams
- 8.4.5 Existing Facilities Surveys
- 8.4.6 Economic Feasibility Studies
- 8.4.7 Site Analysis
- 8.4.8 Environmental Studies and Reports
- 8.4.9 User-Supplied Data
- 8.4.10 Schedule Development and Monitoring
- 8.4.11 Civil Design
- 8.4.12 Landscape Design
- 8.4.13 Interior Design
- 8.4.14 Value Analysis
- 8.4.15 Cost Estimating
- 8.4.16 On-Site Project Representation
- 8.4.17 Construction Management
- 8.4.18 Start-up Assistance
- 8.4.19 Record Drawings
- 8.4.20 Post-Contract Evaluation
- 8.4.21 Tenant-Related Services
- 8.4.22 Underground Field Drainage

9.0 **Compensation**

- 9.1 In consideration of the Services provided by the CONSULTANT pursuant to this Agreement, the CITY shall pay CONSULTANT compensation which may be negotiated as either a not-to-exceed price or a lump sum amount, in the CITY's sole discretion.
- 9.2 In the event a not to exceed price is negotiated, compensation shall be billed and paid based on and in accordance with the Hourly Rate Schedule attached hereto and incorporated herein as **Exhibit "A"**. The Hourly Rate Schedule identifies all job classifications which will perform billable services pursuant to this Agreement and the fee for each job classification. Performance of work by personnel in job classifications not listed on the fee schedule will result in nonpayment for such services.
- 9.3 All invoices must reference this Agreement number, using an invoice form approved by the CITY.
- 9.4 Each individual invoice shall be due and payable forty-five (45) days after receipt by the CITY of a correct, fully documented, invoice, in form and substance satisfactory to the CITY with all appropriate cost substantiations attached. All invoices shall be

delivered to:

The City of Kissimmee

Public Works & Engineering
Attention: Facilities Management Director
101 Church Street
Kissimmee, FL 34741

- 9.5 In order for both parties herein to close their books and records for a particular Project, the CONSULTANT will clearly state "Final Invoice" on the CONSULTANT's final/last billing to the CITY for such Project. This certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the CONSULTANT.
- 9.6 Payment of the final invoice for any particular Project shall not constitute evidence of the CITY's acceptance of the Work or Services.
- 9.7 Pursuant to Section 9.2, if a not to exceed fee is negotiated, invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. Alternatively, if a lump sum amount is negotiated, invoices shall be made upon the completion of each phase of the work in proportion to the Services performed, as specifically set forth in the applicable CSA or CPO. Additional documentation may be requested by the CITY and, if so requested, shall be furnished by the CONSULTANT to the CITY Auditor's satisfaction.
- 9.8 A contract amendment/change order may be executed by both parties, after Substantial Completion, to incorporate any additional design fees due to the CONSULTANT. The amendment shall be based upon 7% of the additional cost of the work that has been added to the project where the CONSULTANT participated in the design process.
- 9.9 If the services of the CONSULTANT are changed as described in Section 47.2.1 or 47.2.2, the CONSULTANT'S compensation shall be adjusted. Such adjustment shall be computed as a fixed fee on a task-by-task basis, or, in the discretion of the CITY, in an otherwise equitable manner. Adjustments to the CONSULTANT'S compensation may be approved by the Facilities Management Director, providing the compensation adjustment does not exceed the amount specified in the applicable CSA or CPO.
- 9.10 Forty (40) calendar days shall be allowed for the CITY's inspection and approval of the goods and services for which any invoice has been submitted.
- 9.11 No deduction shall be made from the CONSULTANT's compensation on account of penalty, liquidated damages, or other sums withheld from payments to contractors.

- 9.12 If any work designed or specified by the CONSULTANT during any phase of service is abandoned or suspended in whole or in part, the CONSULTANT is to be paid for the service performed on account of it prior to receipt of written notice from the CITY of such abandonment or suspension, together with reimbursements then due and any terminal expense resulting from abandonment or suspension for more than three months.

10.0 **Reimbursable Expense**

10.1 All requests for payment of out-of-pocket expenses eligible for reimbursement under the terms of this Agreement shall include copies of paid receipts, invoices or other documentation acceptable to the CITY. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Agreement.

10.2 Reimbursable Expenses are the actual, pre-approved, expenses incurred directly in connection with the applicable Consultant Services Authorization, and include:

Overnight Deliveries
Reproduction
Sub-Consultant
Long Distance Telephone Calls (excluding Florida cities located outside the boundaries of Osceola County)

10.3 Mileage shall be reimbursed in accordance with Section 112.061, Florida Statutes, for pre-approved out-of-county travel (excluding travel from home offices located outside of Osceola County to the Osceola County line).

10.4 Reimbursable Expenses, including sub-consultants, shall be reimbursed at cost.

10.5 Pre-approved travel costs shall be reimbursed in accordance with Section 112.061, Florida Statutes.

10.6 All assets, i.e. durable goods, purchased as reimbursable expenses become the property of the CITY upon completion of the work for which the asset was utilized. All such assets must be surrendered by delivery to the City of Kissimmee Public Works and Engineering Division offices upon demand termination of the Agreement or the conclusion of the project, whichever occurs first.

10.7 The CITY shall reimburse the CONSULTANT for any documents required over and above the number specified in this Agreement per the City's Reimbursable Schedule that is attached hereto as **Exhibit "C"**.

11.0 **Project Team**

- 11.1 The Project Team, including the CITY'S Designated Representative and the CONSULTANT's Designated Representative, shall be as specified in the applicable CSA or CPO.
- 11.2 The Commission (the "Board") hereby authorizes the CITY'S Designated Representative to act as the Board's agent and execute documents associated with a particular project. Examples of these documents are Notices of Commencements, Certificates of Substantial and Final Completion and permits from applicable agencies.
- 11.3 The persons or entities, in addition to the CITY'S Designated Representative, who have rights to review the CONSULTANT'S submittals to the CITY, shall be as specified in the applicable CSA or CPO.
- 11.4 The CITY'S other consultants and the CONSULTANT'S sub-consultants or any other person or entity retained at the CONSULTANT's expense shall be as specified in the applicable CSA or CPO.

12.0 **Consultant's Standard of Care**

12.1 The CONSULTANT'S services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The CONSULTANT shall submit for the CITY'S approval a schedule for the performance of the CONSULTANT'S services which initially shall be consistent with the time periods established in the applicable CSA or CPO and which shall be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the CITY'S review, for the performance of the CITY'S consultants, and for approval of submissions by authorities having jurisdiction over the Project. The CONSULTANT or CITY shall not, except for reasonable cause, exceed time limits established by this schedule approved by the CITY.

12.2 The CONSULTANT'S Designated Representative, identified in the applicable CSA or CPO, shall be authorized to act on the CONSULTANT'S behalf with Respect to the Project.

12.3 The CONSULTANT shall maintain the confidentiality of information specifically designated as confidential by the CITY, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the CONSULTANT from establishing a claim or defense in an adjudicatory proceeding. The CONSULTANT shall require of the CONSULTANT'S consultants similar agreements to maintain the confidentiality of information specifically designated as confidential by the CITY.

12.4 Except with the CITY'S knowledge and prior express written consent, the CONSULTANT shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the CONSULTANT'S

professional judgment with respect to the Project.

12.5 The CONSULTANT shall review laws, codes and regulations applicable to the CONSULTANT'S services. The CONSULTANT shall design the Project to conform to the requirements imposed by governmental authorities having jurisdiction over the Project.

12.6 The CONSULTANT shall be entitled to rely on the accuracy and completeness of services and information furnished by the CITY. The CONSULTANT shall provide prompt written notice to the CITY if the CONSULTANT becomes aware of any errors, omissions or inconsistencies in such services or information.

12.7 The CONSULTANT has represented to the CITY that it has the personnel and experience necessary to perform the work in a professional and workmanlike manner.

12.8 The CONSULTANT shall exercise the same degree of care, skill, and diligence in the performance of the Services as is provided by a professional of like experience, knowledge and resources, under similar circumstances.

12.9 The CONSULTANT shall, at no additional cost to CITY, re-perform services which fail to satisfy the foregoing standard of care or otherwise fail to meet the requirement of this Agreement.

12.10 The CONSULTANT shall use skilled and competent personnel to perform the services.

13.0 **Insurance**

13.1 **General Provisions**

13.1.1 The CONSULTANT shall maintain, at all times, the following minimum levels of insurance and shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below and provide the CITY with a certified copy of each policy applicable to this Agreement followed thereafter by an annual Certificate of Insurance satisfactory to the CITY to evidence such coverage before any work commences. Such certificates will provide that there shall be no termination, non-renewal, modification or expiration of such coverage without thirty (30) days prior written notice to the CITY .

13.1.2 The CITY shall be named as an additional insured on all CONSULTANT policies related to the project, excluding professional liability and worker's compensation. The general liability and workers' compensation policies shall contain a waiver of subrogation in favor of the

CITY. All insurance coverage shall be written with an insurer having an A.M. Best Rating of a least the "A" category and size category of VIII.

13.1.3 The CONSULTANT's self-insured retention or deductible per line of coverage shall not exceed \$25,000.00 without the permission of the CITY.

13.1.4 Any failure by the CONSULTANT to comply with the requirements of this section to provide insurance, the CITY may, at its option, on notice to the CONSULTANT, suspend the work for cause until there is full compliance;

13.1.5 The CITY may, at its sole discretion, purchase such insurance at CONSULTANT's expense provided that the CITY shall have no obligation to do so and if the CITY shall do so, it shall not relieve CONSULTANT of its obligation to obtain insurance.

13.1.6 The CONSULTANT shall not be relieved of or excused from the obligation to obtain and maintain such insurance amount and coverages.

13.1.7 All CONSULTANT's sub-consultants shall be required to include CITY and CONSULTANT as additional insured on their General Liability Insurance policies.

13.1.8 In the event that sub-consultants used by the CONSULTANT do not have insurance, or do not meet the insurance limits, CONSULTANT shall indemnify and hold harmless the CITY for any claim in excess of the sub-consultants' insurance coverage.

13.1.9 The CONSULTANT shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the CITY.

13.2 Comprehensive Automobile Liability Insurance. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

13.3 Commercial General Liability. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

13.3.1 Premises and Operations:

Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.

13.3.2 Independent Contractors:

Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm)

13.4 Professional Liability Insurance. \$2,000,000 for design errors and omissions, exclusive of defense costs. The CONSULTANT shall be required to provide continuing Professional Liability Insurance to cover each project for a period of two (2) years after the project is completed. Insurance requirements may vary depending on projects as determined by the CITY Director of Risk Management and Insurance. The CITY may require the CONSULTANT to provide a higher level of coverage for a specific Project and time frame.

13.5 Performance, Payment and Other Bonds. CONSULTANT shall furnish Performance and Payment Bonds specific to each Project if required and agreed to under the applicable CSA or CPO for the Project.

13.6 Worker's Compensation. CONSULTANT shall provide, pay for, and maintain worker's compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

13.7 Employers' Liability. \$1,000,000.

14.0 **Indemnification**

14.1 General. Having considered the risks and potential liabilities that may exist during the performance of the Services and in consideration of the promises included herein, the CITY and the CONSULTANT agree to allocate such liabilities in accordance with this Section 14.0.

14.2 Indemnification.

14.2.1 The CONSULTANT, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to the CITY) protect and hold the CITY, and its officers, employees and agents, free and harmless from and against any and all claims, actions, causes of action, liabilities (joint or several), penalties, forfeitures, damages, losses and expenses (including, without limitation, attorneys' fees and costs during negotiation, through litigation and all appeals therefrom), and including, without limitation, any liability or loss resulting from judgments or claims for personal injury, including death, or damage to any property whatsoever, which directly or indirectly result from or arise in connection with (i) the failure of the CONSULTANT to comply with applicable non-conflicting laws, rules or regulations, (ii) the breach by the CONSULTANT of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of the CONSULTANT's performance

of this Agreement, or (iv) the negligent act, errors or omissions, or intentional or willful misconduct of the CONSULTANT, its sub-consultants, agents, employees and invitees; provided, however, that the CONSULTANT shall not be obligated to defend or indemnify the CITY with respect to any such claims or damages arising out of the CITY's sole negligence.

14.2.2 The CITY's review, comment and observation of the CONSULTANT's work and performance of this Agreement shall in no manner constitute a waiver of the indemnification provisions of this Agreement.

14.2.3 The CONSULTANT agrees that it bears sole legal responsibility for its work and work product, and the work and work product of sub-consultants and their employees, and/or for CONSULTANT's performance of this Agreement and its work product(s).

14.3 Survival. Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Section 14.0 shall survive as if the Agreement were in full force and effect.

15.0 **Independent Contractor**

15.1 The CONSULTANT undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance.

15.2 The CITY shall have no right to supervise the methods used, but the CITY shall have the right to observe such performance.

15.3 The CONSULTANT shall work closely with the CITY in performing Services under this Agreement.

15.4 The CONSULTANT shall not pledge the CITY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and shall have no right to speak for or bind the CITY in any manner.

15.5 The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

16.0 **Authority to Practice**

16.1 The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

17.0 **Compliance with Laws**

17.1 In performance of the Services, the CONSULTANT will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards.

18.0 Subcontracting

18.1 The CITY reserves the right to accept the use of any proposed subcontractor or sub-consultant of the CONSULTANT (for purposes of this Section 18.0 referred to as a “subcontractor”), or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor.

18.2 If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the CITY. Failure of a subcontractor to timely or properly perform its obligations shall not relieve CONSULTANT of its obligations hereunder.

19.0 Federal and State Taxes

19.1 The CITY is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the CITY will provide an exemption certificate to the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the CITY, nor shall the CONSULTANT be authorized to use the CITY’s Tax Exemption Number in securing such materials.

20.0 Public Entity Crimes

20.1 The CONSULTANT understands and acknowledges that this Agreement with the CITY will be void, in the event the conditions under Section 287.133, Florida Statutes apply to the CONSULTANT, relating to conviction for a public entity crime.

21.0 CITY’s Responsibilities

21.1 The CITY shall be responsible for providing access to all CITY project sites, and providing information in the CITY’s possession that may reasonably be required by CONSULTANT, including existing reports, studies, financial information, and other required data that are available in the files of the CITY.

22.0 Termination of Agreement

22.1 This Agreement may be terminated by the CONSULTANT upon thirty (30) days prior written notice to the CITY in the event of substantial failure by the CITY to perform in accordance with the terms of the Agreement through no fault of the CONSULTANT.

22.2 This Agreement may be terminated by the CITY with or without cause immediately upon receipt of seven (7) days’ written notice to the CONSULTANT.

22.3 Unless the CONSULTANT is in breach of this Agreement, the CONSULTANT shall be paid for services rendered to the CITY’s satisfaction

through the date of termination.

22.4 After receipt of written notice of termination of this Agreement, and except as otherwise directed by the CITY, the CONSULTANT shall:

22.4.1 Stop work on the date and to the extent specified.

22.4.2 Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

22.4.3 Transfer all work in process, completed work, and other material related to the terminated work to the CITY.

22.4.4 Continue and complete all parts of the work that have not been terminated.

22.5 The CONSULTANT shall be paid for services actually rendered to the date of termination.

23.0 **Uncontrollable Forces (Force Majeure)**

23.1 Neither the CITY nor the CONSULTANT shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

23.2 Neither Party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch.

23.3 The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an Uncontrollable Force, give written notice to the other party describing the circumstances and Uncontrollable Forces preventing continued performance of the obligations of this Agreement.

24.0 **Governing Law and Venue**

24.1 This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Osceola County.

25.0 **Non-Discrimination**

25.1 The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

26.0 **Waiver**

26.1 A waiver by either the CITY or the CONSULTANT of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving Party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

27.0 **Severability**

27.1 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement.

27.2 Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

27.3 The Parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

27.4 The provisions of this Section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

28.0 **Entirety of Agreement**

28.1 The CITY and the CONSULTANT agree that this Agreement sets forth the entire understanding between the Parties as to the subject matter contained herein, and that there are no promises or understandings between the parties other than those stated herein.

28.2 This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the CITY and the CONSULTANT pertaining to the Services, whether written or oral.

29.0 **Modification**

29.1 This Agreement may not be modified, added to, superseded or otherwise altered unless such modifications, additions or other alterations are evidenced in writing signed by both the CITY and the CONSULTANT. Such modifications shall be in the form of a written Amendment executed by both Parties.

30.0 **Successors and Assigns**

30.1 The CITY and the CONSULTANT each binds itself and its partners, successors, assigns, executors, administrators and legal representatives to the other Party to this Agreement and to their partners, successors, executors, administrators, assigns, and legal representatives.

30.2 The CONSULTANT shall not assign this Agreement without the express written approval of the CITY by executed amendment, which approval may be withheld in the CITY's sole and absolute discretion.

30.3 In the event of a merger, the surviving corporation shall be substituted for the contracting party to this Agreement and such substitution shall be affirmed by the City of Kissimmee Commission by executed amendment.

31.0 **Contingent Fees**

31.1 The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

32.0 **Truth-In-Negotiation Certificate**

32.1 Execution of this Agreement by the CONSULTANT shall act as the execution of a Truth-in-Negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.

32.2 The said rates and costs shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate,

incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The CITY shall exercise its rights under this Certificate within one (1) year following payment.

33.0 Ownership of Documents

33.1 The CONSULTANT shall be required to cooperate with other consultants relative to providing information requested in a timely manner and in the specified form. Upon receipt of payment for approved services rendered, any and all documents, records, disks, original drawings, or other information shall become the property of the CITY for its use and/or distribution as may be deemed appropriate by the CITY. The CONSULTANT is not liable for any damages, injury or costs associated with the CITY's use or distribution of these documents for purposes other than those originally intended by the CONSULTANT.

34.0 Access and Audits

34.1 The CONSULTANT shall maintain adequate records to justify all charges and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The CITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours at the CONSULTANT's place of business.

34.2 Misrepresentations of billable time or Reimbursable Expenses as determined by the City Auditor to the Commission shall result in the recovery of any resulting overpayments. The CITY's cost of recovery shall be the sole expense of the CONSULTANT, including accounting and legal fees, court costs and administrative expenses.

34.3 Intentional misrepresentations of billable hours and Reimbursable Expenses will be criminally prosecuted to the fullest extent of the law.

34.4 All invoices submitted are subject to audit and demand for refund of overpayment up to three (3) years following completion of all services related to this Agreement.

35.0 Notice

35.1 Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by Federal-Express or by Certified Mail, postage prepaid as follows:

As to City:

City of Kissimmee

Public Works & Engineering Department
Facilities Management Division

101 Church Street
Kissimmee, FL 34741
Attn: Purchasing Director

As to Consultant: **The Lunz Group**
58 Lake Morton Drive
Lakeland, FL 33801

35.2 Notices shall be effective when received at the addresses specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e.; printed) after 5:00 p.m., or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

35.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the CONSULTANT and the CITY.

36.0 **Service of Process**

As to City: **City Attorney**
City of Kissimmee
101 Church Street
Kissimmee, Florida 34741

As to Consultant: **THE LUNZ GROUP**
58 Lake Morton Drive
Lakeland, FL 33801

37.0 **Key Personnel**

37.1 The CONSULTANT shall notify the CITY in the event of key personnel changes which might affect this Agreement. To the extent possible, notification shall be made within ten (10) days prior to any such changes. The CONSULTANT, at the CITY's request, shall remove without consequence to the CITY any subcontractor or employee of the CONSULTANT and replace him/her with another employee having the required skill and experience. The CITY has the right to reject proposed changes in key personnel.

The following personnel shall be considered key personnel:

Name:

Name:

38.0. **Annual Appropriations**

38.1 The CONSULTANT acknowledges that the CITY, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the CITY's performance and obligation to pay under this agreement is contingent upon annual appropriation.

39.0 **Intentionally Deleted**

40.0 **Unauthorized Alien(s)**

40.1 The CONSULTANT shall not employ or utilize unauthorized aliens in the performance of the Services. The CITY shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the CITY. The Form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" will be signed by the CONSULTANT and submitted as part of this Agreement.

40.2 To verify employee eligibility, the CONSULTANT may avail itself of a program by the U.S. Immigration and Customs Enforcement called E-Verify. E-Verify is an Internet-based system operated by U.S. Citizenship and Immigration Services (USCIS), part of the Department of Homeland Security (DHS), in partnership with the Social Security Administration (SSA). E-Verify is currently free to employers. E-Verify provides an automated link to Federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers.

41.0 **Limitation of Liability**

IN NO EVENT, SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY A PARTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

42.0 **Default and Remedy**

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

43.0 **Attorneys' Fees and Costs**

43.1 Except as stated in Section 14.2.1, above, in connection with any dispute or any litigation arising out of, or relating to this Agreement, each party shall be responsible for its own legal and attorneys' fees, costs and expenses, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

44.0 **Public Records Law**

44.1 CONSULTANT 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.

44.2 CONSULTANT shall keep and maintain public records required to perform the services contemplated by this Agreement, in accordance with Chapter 119, Florida Statutes "Public records" means all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency.

44.3 CONSULTANT 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 Construction Manager does not transfer the records to the CITY.

44.4 Questions regarding the application of Chapter 119, Florida Statutes, to the CONSULTANT's duty to provide public records relating to this Agreement, shall be directed to the CITY's Custodian of Public Records at 407-518-2308, cityclerkemail@kissimmee.org, and 101 Church Street, Kissimmee, Florida 34741.

45.0 **Americans with Disabilities Act**

45.1 The CONSULTANT shall conform its Drawings and Specifications to the requirements of the Americans with Disabilities Act Accessibility Guidelines (“ADAAG”), but CITY shall be responsible for compliance with the remaining provisions of the Americans with Disabilities Act (“ADA”). CITY and CONSULTANT further recognize that interpretations of ADA by governmental officials and/or courts of law may vary or change. Should such variance or change adopted after the date the 100% Design Development are completed, require the CONSULTANT to make the required modifications, such modifications shall be considered as Contingent Additional Services. Further, CITY acknowledges, that the ADA, including ADAAG, is a new law presenting numerous difficult interpretation issues. Accordingly, the CONSULTANT shall only be liable for gross negligence in connection with any allegation that its design does not properly comply with ADAAG.

46.0 **Additional Definitions**

46.1 **Contract Documents** means this Agreement, any CSA or CPO issued hereunder, the CITY’S contract with the Contractor, the Plans, Specifications, General Conditions and related Construction Documents or any other documents incorporated by reference.

46.2 **Cost of the Work** shall be the total cost or, to the extent the Project is not completed, the estimated cost to the CITY of all elements of the Project designed or specified by the CONSULTANT.

46.2.1 The Cost of the Work shall include the cost at current market rates of labor and materials furnished by the CITY and equipment designed, specified, selected or specially provided for by the CONSULTANT, including the costs of management or supervision of construction or installation provided by a separate construction manager or CONSULTANT.

46.2.2 The Cost of the Work does not include the compensation of the CONSULTANT and the CONSULTANT’S sub-consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the CITY.

46.3 **Final Completion** means that the following items have been completed or satisfied:

46.3.1 Construction of the Project is completed, in accordance with the contract documents and certified as such by the CITY and CONSULTANT.

46.3.2 The Project is suitable for full use and occupancy as determined by the CITY and CONSULTANT.

46.3.3 All Punchlist items have been completed or otherwise disposed of or accounted for to the CITY'S satisfaction and approval.

46.3.4 A final Certificate of Occupancy and all other permits and approvals required have been legally and validly issued.

46.3.5 All required guarantees, affidavits, releases, bonds and waivers, manuals, record drawings, warranties and maintenance books including the Final Completion form have been delivered to the CITY.

46.4 **Punch list** means a list of items of work to be completed and deficiencies to be corrected, which items shall not affect the attainment of Substantial Completion. Such items shall be complete or otherwise disposed of prior to final acceptance.

46.5 **Schedule of Values** means the schedule to be used as a basis for progress payments to be made to the Contractor by the CITY during performance of the work, based on the then current percentage of progress of construction of the Project, subject to the approval of the CONSULTANT.

46.6 **Substantial Completion** means the Contractor has ascertained that the work or portions thereof is ready for the CITY and CONSULTANT substantial completion inspection. It is understood that the Construction Manager will provide a list of incomplete items to the CITY and CONSULTANT prior to this inspection. After the CITY'S and CONSULTANT'S inspection, the Contractor will prepare a schedule for a completion of the list, indicating completion dates for the CITY'S review. The CITY and CONSULTANT will issue a Certificate of Substantial Completion when the work on the Contractor's pre-substantial punch-list has been accomplished, to the best of the Contractor's ability.

46.7 **Substantial Completion Date** means the date, certified by the CONSULTANT, that the Project, or designated portion thereof, is sufficiently complete, in accordance with the Construction Documents and a Certificate of Occupancy issued, so that the CITY can reasonably occupy or utilize the Project, or designated portion thereof, for its intended use.

47.0 **Additional Terms and Conditions**

47.1 INSTRUMENTS OF SERVICE

47.1.1 Drawings, specifications and other documents, including those in electronic form, prepared by the CONSULTANT and the CONSULTANT'S sub-consultants are Instruments of Service for use solely with respect to this Project. The CONSULTANT and the CONSULTANT'S sub-consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

- 47.1.2 Upon execution of this Agreement, the CONSULTANT grants to the CITY a nonexclusive license to reproduce the CONSULTANT'S Instrument of Service and thereafter use the same solely for purposes of constructing, using and maintaining, repairing and making additions and modifications to the Project, provided that the CITY shall comply with all obligations, including prompt payment of all sums when due, under the Agreement. The CONSULTANT shall obtain similar nonexclusive licenses from the CONSULTANT'S sub-consultants consistent with this Agreement. Any termination of this Agreement prior to completion of the Project shall terminate the license. Upon such termination, the CITY shall refrain from making further reproductions of Instrument of Service. If and upon the date the CONSULTANT is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the CITY to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.
- 47.1.3 Except for the licenses granted in Section 47.1.2, no other license or right shall be deemed granted or implied under this Agreement. The CITY shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the CONSULTANT. However, the CITY shall be permitted to authorize the Contractor, Subcontractors, and sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service to and for use in their execution of the Work by license granted in Section 47.1.2. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the CONSULTANT and the CONSULTANT'S sub-consultants. The CITY agrees to pay the CONSULTANT a reasonable, mutually agreed upon amount for any reuse of the designs, drawings or specifications beyond this Agreement. The CITY shall not be responsible to pay the CONSULTANT for the use of the designs, drawings or specifications when used for reference purposes only.
- 47.1.4 If the CONSULTANT is required to deliver any services hereunder in the form of electronic encoded media, the printed representation of such media furnished by the CONSULTANT shall be the official records of the CONSULTANT'S service provided upon completion of the services and payment in full. The CITY shall have a right to rely on such printed representation in connection with any subsequent modification of such electronic media and agrees to hold the CONSULTANT harmless from all cost and expense, including attorney's fees, from claims which arise out of modification or re-use of such electronic media or printed representation by or on behalf of the CITY without the CONSULTANT'S consent. Under no

circumstances shall transfer of drawings and other instruments of service on electronic media for use by the CITY, be deemed a sale by the CONSULTANT, and the CONSULTANT makes no warranties of merchantability or fitness for a particular purpose.

47.2 CHANGE IN SERVICES

47.2.1 Change in Services of the CONSULTANT, including services required of the CONSULTANT'S sub-consultants may be accomplished after execution of this Agreement, without invalidating the Agreement, if mutually agreed in writing, if required by circumstances beyond the CONSULTANT'S control, or if the CONSULTANT'S services are affected as described in Section 47.2B-2. In the absence of mutual agreement in writing, the CONSULTANT shall notify the CITY prior to providing such services. If the CITY deems that all or part of such Change in Services is not required, the CITY shall give prompt written notice to the CONSULTANT, and the CONSULTANT shall have no obligation to provide those services. Except for a change due to fault of the CONSULTANT, Change in Services of the CONSULTANT shall entitle the CONSULTANT to an adjustment in compensation pursuant to Section 9.8, and to any Reimbursable Expenses described in Section 10.0.

47.2.2 If any of the following circumstances affect the CONSULTANT'S services for the Project, the CONSULTANT shall be entitled to an appropriate adjustment in the CONSULTANT'S schedule and compensation:

47.2.2.1 Change in the instructions or approvals given by the CITY that constitute material changes to the Project parameters set forth above and which necessitate revisions in Instruments of Service;

47.2.2.2 Enactment or revision of codes, laws or regulations or official interpretations, which necessitate changes to previously prepared Instruments of Service;

47.2.2.3 Significant change in the Project including, but not limited to, size, quality, complexity, the CITY'S schedule or budget, or procurement method;

47.2.2.4 Preparation for and attendance at a public hearing, a dispute resolution proceeding or a legal proceeding except where the CONSULTANT is party thereto.

47.3 ACCELERATED COMPLETION OF DESIGN PACKAGES. In order to minimize construction problems and change orders, the CONSULTANT's standard practice requires the completion of detailed working drawings, submission for review and comment by reviewing agencies and incorporation of those comments and/or changes prior to bidding and entering into firm construction contracts. However, CITY may choose to accelerate the completion of the Project so that it may be

completed in a shorter time period than would normally be required. Should the CITY choose to make this selection, it shall not be considered Fast Track, or in any way relieve the CONSULTANT of its responsibilities and obligations set forth herein.

47.4 PURSUANT TO FLORIDA STATUTES SECTION §558.0035 (2013), AN INDIVIDUAL EMPLOYEE OR AGENT OF THE LUNZ GROUP (ARCHITECT) MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK; THE AGREEMENT CONTINUES ON THE FOLLOWING PAGE WITH THE PARTIES' SIGNATURES.)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

Attest:

Linda Hansell
CITY CLERK



By: Linda S. Hansell
City Clerk

CITY OF KISSIMMEE,
a Municipal Corporation of the
State of Florida

By: Olga Gonzalez
Mayor
City of Kissimmee Commission

Date Approved by Commission: 02/20/2024

Reviewed as to form and legal sufficiency:

Olga Sanchez de Fuentes
City Attorney's Office Date

Attest:

Trace P. Meyer
Corporate Secretary

CONSULTANT

By: [Signature]
Title: PRESIDENT

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 20th day of JANUARY, 2024, by means of ☒ physical presence or ☐ online notarization, by Bradley T. Lunz, AIA, LEED AP, GGP as President for The Lunz Group, LLC, a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

Notary: [Signature]
Print Name: EDEN F. KONISHI
My Commission Expires: 05-26-2025

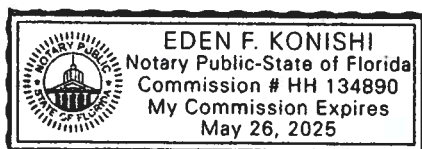


EXHIBIT “A”
HOURLY RATE SCHEDULE

CURRENT SCHEDULE OF FEES FOR PER DIEM SERVICES

DISCIPLINE	RATE/HOUR
Architect Principal	\$225.00
Staff Architect	\$175.00
Interior Designer	\$135.00
Project Manager	\$159.00
Senior Technical	\$125.00
Junior Technical	\$75.00
Clerical	\$50.00

EXHIBIT “B”

SCOPE OF SERVICES

In accordance with Sections 2.3 and 8.1 of the Agreement, in addition to any other Services described in the Agreement, the RFQ, and the CONSULTANT’s responsive proposal thereto, the CONSULTANT may also be authorized to perform any or all of those services set forth and further described below. In the event the CITY requests the CONSULTANT to furnish and perform any of the services listed and described in this Exhibit “B”, those services shall be listed and incorporated in the applicable CSA or CPO issued for a particular Project.

ALL PHASES:

1. PROJECT ADMINISTRATION AND MANAGEMENT SERVICES

1.1. Project Administration services consisting of administrative functions including:

- 1.1.1. Project Decision Structure
- 1.1.2. Project Directory
- 1.1.3. Consultation
- 1.1.4. Research
- 1.1.5. Communications; Meeting Minutes, Meeting Agendas (For meetings called by CONSULTANT during the Design phases of the project)
- 1.1.6. Direction of the work of architectural, engineering and other consultant personnel

1.2. Disciplines Coordination/Document Checking consisting of:

- 1.2.1. Coordination between the architectural work and the work of engineering and their disciplines involved in the Project.
- 1.2.2. Review and checking of documents prepared for the Project by the CONSULTANT and the CONSULTANT’s Consultants.

1.3. Agency Consulting/Review/Approval services, including:

- 1.3.1. Agency consultants
 - 1.3.1.1. City agencies
 - 1.3.1.2. Regional agencies
 - 1.3.1.3. State agencies
- 1.3.2. Research of critical applicable regulations.
- 1.3.3. Preparation of written and graphic explanatory materials.

1.4. Owner Coordination, including:

- 1.4.1. Review and coordination of data furnished for the Project as a responsibility of the Owner.

1.5. Schedule Development/Monitoring Services, including:

- 1.5.1. Participate in establishment and updating of design schedule in conjunction with CM for the performance of the CONSULTANT's services throughout the design of the project. Key decision-making points will be identified on this schedule.

1.6. Presentation services consisting of presentations and recommendations by the CONSULTANT to the following client representatives:

- 1.6.1. City of Kissimmee Commission
- 1.6.2. Executive Task Force
- 1.6.3. User group(s)
- 1.6.4. Construction Manager

PHASE I PROGRAMMING & MASTER PLANNING

2. NEEDS ASSESSMENT/DATA COLLECTION

2.1. Space Needs Assessments

- 2.1.1. Macro Level Space Requirements Analysis
- 2.1.2. Macro Level Adjacency Requirements
- 2.1.3. Parking Analysis

2.2. Analysis of the site and its surroundings to include the following:

- 2.2.1. Land Utilization
- 2.2.2. Building locations
- 2.2.3. Utility Systems
- 2.2.4. Surface and subsurface conditions (By Owner)
- 2.2.5. Vegetation (By Owner)
- 2.2.6. Survey (By Owner)
- 2.2.7. Land Use Restrictions
- 2.2.8. Historical analysis
- 2.2.9. Stormwater retention/detention areas

3. FUNCTIONAL PROGRAMMING

3.1. Prepare a detailed architectural program based on the scope established in Phase I to include the following services:

- 3.1.1. Functional Requirements Analysis
- 3.1.2. Interior Development Guidelines
- 3.1.3. Space Standards
- 3.1.4. Preliminary Program Space Estimates
- 3.1.5. Space and Equipment Program

- 3.1.6. Special Building System Requirements
- 3.1.7. Micro-Adjacency Requirements
- 3.1.8. Prepare Final Draft Program
- 3.1.9. Prepare Final Program Report

4. MASTER PLANNING

- 4.1** Prepare three different conceptual approaches for housing the space and parking requirements validated in the Needs Assessment. Include the following information, at a minimum:
 - 4.1.1 Existing facility renovation recommendations
 - 4.1.2 Site development planning issues (land utilization, pedestrian and vehicular circulation, parking, areas for expansion, stormwater retention/detention and landscape forms)
 - 4.1.3 Architectural concepts. The architectural concepts will include blocking and stacking diagrams, massing studies and character sketches.

PHASE II: DESIGN/ BIDDING/CONSTRUCTION ADMINISTRATION SERVICES

5. DESIGN SERVICES

5.1. Architectural Design/Documentation:

- 5.1.1. During the Schematic Design Phase, responding to program requirements and preparing:
 - 5.1.1.1. Conceptual Planning/Massing Options
 - 5.1.1.2. Final Conceptual Site and Building Plans
 - 5.1.1.3. Preliminary Sections and Elevations
 - 5.1.1.4. Preliminary Selection of Building Systems and Materials
 - 5.1.1.5. Development of Approximate Dimensions, Areas and Volumes
 - 5.1.1.6. Perspective sketch – eye level
 - 5.1.1.7. Study model
- 5.1.2. During the Design Development Phase consisting of continued development and expansion of architectural Schematic Design Documents to establish the final scope, relationships, forms, size and appearance of the Project through:
 - 5.1.2.1. Plans, sections and elevations
 - 5.1.2.2. Typical construction details
 - 5.1.2.3. Three-dimensional sketch
 - 5.1.2.4. Study model
 - 5.1.2.5. Final materials selection
 - 5.1.2.6. Equipment layouts
- 5.1.3. During the Contract Documents phase consisting of preparation of Drawings and Specifications based on approved Design Development documents setting forth in detail the architectural construction requirements for the Project.

5.2. Structural Design/Documentation:

- 5.2.1. During the Schematic Design Phase consisting of recommendations regarding basic structural materials and systems, analyses, and development of conceptual design solutions for:
 - 5.2.1.1. A structural system
 - 5.2.1.2. Alternate structural systems, if required
- 5.2.2. During the Design Development phase consisting of continued development of the specific structural system and Schematic Design documents in sufficient detail to establish:
 - 5.2.2.1. Basic structural system and dimensions
 - 5.2.2.2. Final structural design criteria
 - 5.2.2.3. Foundation design criteria
 - 5.2.2.4. Preliminary sizing of major structural components
 - 5.2.2.5. Critical coordination clearances
- 5.2.3. During the Contract Documents phase consisting of preparation of final structural engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the structural construction requirements for the Project.

5.3. Mechanical Design/Documentation:

- 5.3.1. During the Schematic Design phase, prepare a narrative, consisting of consideration of alternate materials, systems and equipment, and development of conceptual design solutions for:
 - 5.3.1.1. Energy source(s)
 - 5.3.1.2. Energy conservation and controls system concepts
 - 5.3.1.3. Heating and ventilating (systems selections and conceptual sizing and configuration analysis.)
 - 5.3.1.4. Air conditioning (systems selections and conceptual sizing and configuration analysis.)
 - 5.3.1.5. Plumbing
 - 5.3.1.6. Fire protection
 - 5.3.1.7. General space requirements
- 5.3.2. During the Design Development phase consisting of continued development and expansion of mechanical Schematic Design documents and development of outline Specifications or materials lists to establish:
 - 5.3.2.1. Approximate equipment sizes and capacities
 - 5.3.2.2. Preliminary equipment layouts
 - 5.3.2.3. Required space for equipment
 - 5.3.2.4. Required chases and clearances
 - 5.3.2.5. Acoustical and vibration control
 - 5.3.2.6. Visual impacts

5.3.2.7. Energy conservation measures

- 5.3.3. During the Contract Documents phase consisting of preparation of final mechanical engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the mechanical construction requirements for the Project.

5.4. Electrical Design/Documentation

- 5.4.1. During the Schematic Design Phase, prepare a narrative, consisting of consideration of alternate systems, recommendations regarding basic electrical materials, systems and equipment, analyses, and development of conceptual solutions for:
 - 5.4.1.1. Power service and distribution
 - 5.4.1.2. Lighting
 - 5.4.1.3. Communication and data outlet location systems
 - 5.4.1.4. Fire detection and alarms
 - 5.4.1.5. General space requirements
 - 5.4.1.6. Audio/Visual systems
- 5.4.2. During the Design Development phase consisting of continued development and expansion of electrical Schematic Design documents and development of outline Specifications or materials lists to establish:
 - 5.4.2.1. Criteria for lighting, electrical and communications systems
 - 5.4.2.2. Approximate sizes and capacities of major components
 - 5.4.2.3. Preliminary equipment layouts
 - 5.4.2.4. Required space for equipment
 - 5.4.2.5. Required chases and clearances
- 5.4.3. During the Contract Documents phase, consisting of preparation of final electrical engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the electrical requirements for the Project.

5.5. Civil Design/Documentation:

- 5.5.1. During the Schematic Design phase consisting of consideration of alternate materials and systems and development of conceptual design solutions for:
 - 5.5.1.1. On-site utility systems
 - 5.5.1.2. Fire protection systems
 - 5.5.1.3. Drainage systems
 - 5.5.1.4. Paving
- 5.5.2. During the Design Development phase consisting of continued development and expansion of civil Schematic Design documents and development of outline Specifications or materials lists to establish the final scope of and preliminary details for on-site civil engineering work.

- 5.5.3. During the Contract Documents phase, consisting of preparation of final civil engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the civil construction requirements for the Project.
- 5.5.4. Permit applications required for Water Distribution, Sewage Collection and Stormwater/Environment Management (Local, State, and Federal) shall be prepared for execution by the Owner. Permit applications to be paid by Owner. All necessary reports and drawings will be prepared to accompany the permit applications. Two meetings per agency as required to secure permits is included in services. City shall designate individual who has authority to sign permit applications.

5.6. Landscape Design/Documentation:

- 5.6.1. During the Schematic Design phase, prepare narrative conceptual design solutions, which will be developed for land forms, hardscape, lawns and plantings based on program requirements, physical site characteristics, design objectives and environmental determinants.
- 5.6.2. During the Design Development phase, Schematic Design documents will be further developed including outline Specifications and materials lists to establish final scope and preliminary details for landscape work.
- 5.6.3. During the Contract Documents phase, the Drawings and Specifications based on approved Design Development documents, setting forth in detail the landscape and hardscape construction requirements for the Project will be prepared.

5.7. Interior Design/Documentation:

- 5.7.1. During the Schematic Design phase consisting of space allocation and departmental utilization plans based on functional relationships:
 - 5.7.1.1.Types and qualities of finishes and materials for furniture, furnishings, and equipment.
- 5.7.2. During the Design Development phase consisting of continued development and expansion of interior Schematic Design documents and development of outline Specifications or materials lists to establish final scope and preliminary details relative to:
 - 5.7.2.1. Interior construction of the Project
 - 5.7.2.2. Special interior design features
 - 5.7.2.3.Space planning
 - 5.7.2.4. Materials, finishes and colors
 - 5.7.2.5. Furniture and equipment layouts

- 5.7.3. During the Contract Documents phase consisting of preparation of Drawings, Specifications and other documents based on approved Design Development documents, setting forth in detail the requirements for interior construction and furniture, furnishings and equipment for the Project.

5.8. Environmental Graphic Design Services: The scope shall include interior and exterior sign types and graphic elements to provide a comprehensive and cohesive signage and wayfinding system for users of the facility.

- 5.8.1. Design Development:
 - 5.8.1.1. Consider design approaches; determine elements needed for identity, information and wayfinding.
 - 5.8.1.2. Begin development of sign prototypes.
 - 5.8.1.3. Develop preliminary location plans.
- 5.8.2. Construction document preparation.
- 5.8.3. Construction observation and submittal review.
- 5.8.4. Interior sign types to include:
 - 5.8.4.1. Primary room ID (changeable name inserts in some locations).
 - 5.8.4.2. Restroom ID.
 - 5.8.4.3. Stairway ID and stairway level ID.
 - 5.8.4.4. Building Code required ID.
 - 5.8.4.5. Fire exit plan.
 - 5.8.4.6. Building directories.
- 5.8.5. Exterior sign types include:
 - 5.8.5.1. Main entrance identification.
 - 5.8.5.2. Vehicular directional.
 - 5.8.5.3. Regulatory / Warning identification.
 - 5.8.5.4. Parking areas; handicap parking, authorized vehicles, visitor parking, etc.
- 5.8.6. Donor Recognition / Dedication Plaques – Prepare conceptual designs illustrating a graphic solution to recognize a significant donor for the facility.

5.9. Materials Research/Specifications:

- 5.9.1. During the Schematic Design phase consisting of:
 - 5.9.1.1. Identification of potential materials, systems and equipment and their criteria and quality standards consistent with the conceptual design.
 - 5.9.1.2. Investigation of availability and suitability of alternative materials, systems and equipment.
- 5.9.2. During the Design Development phase consisting of activities by in-house personnel in:
 - 5.9.2.1. Development of architectural and engineering project specific draft Specifications or itemized lists and brief form identification of significant architectural materials, systems and equipment, including their criteria and quality standards.
 - 5.9.2.2. Coordination of similar activities of other disciplines.

5.9.2.3. Production of design manual including design criteria and outline specifications or material lists.

5.9.3. During the Contract Documents phase consisting of activities of in-house architectural personnel in:

5.9.3.1. Review of the development and preparation of bidding and procurement information prepared by the Construction Manager.

5.9.3.2. Assistance to the Owner and their agents in review of the Conditions of the Contract (General, Supplementary and other Conditions).

5.9.3.3. Development and preparation of architectural Specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

5.9.3.4. Coordination of the development of Specifications by other disciplines.

5.9.3.5. Compilation of Project Manual including Conditions of the Contract, bidding and procurement information and Specifications.

5.10. At the conclusion of each Design Phase (Schematic Design, Design Development and Construction Document) the Architect/Engineer shall provide the Owner with two (2) sets of drawings and specifications. At the conclusion of Construction Documents one set of reproducible will also be made available to the City for printing of Bid Documents by the City or the Construction Manager.

6. BIDDING OR NEGOTIATION SERVICES

6.1. **Bidding Materials services** consisting of organizing and handling Bidding Documents for:

6.1.1. Coordination

6.1.2. Reproduction by Owner

6.1.3. Completeness review

6.2. **Addenda services** consisting of preparation and distribution of Addenda as may be required during bidding or negotiation and including supplementary Drawings, Specifications, instructions and notice(s) of changes in the bidding schedule and procedures.

6.3. **Bidding/Negotiation services** consisting of:

6.3.1. Responses to questions from Bidders and clarifications or interpretations of the Bidding Documents.

6.4. **Analysis of Alternates/Substitutions** consisting of consideration, analyses, comparisons, and recommendations relative to alternates or substitutions proposed by Bidders or proposers either prior to or subsequent to receipt of Bids or proposals.

7. CONSTRUCTION ADMINISTRATION

- 7.1. Submittal Services** consisting of:
 - 7.1.1. Processing of submittals, including receipt, review of, and appropriate action on Shop Drawings, Product Data, Samples and other submittals required by the Contract Documents.
 - 7.1.2. Distribution of submittals to Construction Manager.
 - 7.1.3. Related communications.
- 7.2. Observation services** consisting of periodic visits by the Project Manager or Project CONSULTANT to the site at intervals appropriate to the state of the work or as otherwise agreed by the Owner and CONSULTANT in writing to become generally familiar with the progress and quality of the Work completed and to determine in general if the Work when completed will be in accordance with Contract Documents; preparing related reports and communications, and attendance at progress review meetings at the site.
 - 7.2.1. Periodic site visits by other staff to observe the progress of the project.
- 7.3. Responses to Requests for Information (RFI)**
 - 7.3.1. Responding to requests for clarifications or additional information related to the Contract Documents.
- 7.4. Supplemental Documentation services** consisting of:
 - 7.4.1. Preparation, reproduction and distribution of supplemental Drawings, Specifications and interpretations in response to requests for clarification by Construction Manager or the Owner.
 - 7.4.2. Providing guidance to the Construction Manager in conjunction with the Owner -relative to changed requirements and schedule revisions.
- 7.5. Quotation Requests/Change Orders** consisting of:
 - 7.5.1. Preparation, reproduction and distribution of Drawings and Specifications to describe Work to be added, deleted or modified. Changes shall be clearly defined.
 - 7.5.2. Review of proposals from Construction Manager for reasonableness of quantities and costs of labor and materials.
 - 7.5.3. Review and recommendations relative to changes in time for Substantial Completion.
 - 7.5.4. Review on Owner's behalf relative to costs of Work proposed to be added, deleted or modified.
 - 7.5.5. Assisting in the preparation of appropriate Modifications of the Contract(s) for Construction.

- 7.5.6. Coordination of communications, approvals, notifications and record-keeping relative to changes in the Work.

7.6. Contract Cost Accounting services consisting of:

- 7.6.1. Review of records of payments on account of the Contract Sum and all changes thereto.
- 7.6.2. Evaluation of Applications for Payment and certification thereof.
- 7.6.3. Review and evaluation of expense data submitted by the Construction Manager for Work under cost-plus-fee arrangements.

7.7. Interpretations and Decisions consisting of:

- 7.7.1. Review of claims, disputes, or other matters between the Owner and Construction Manager relating to the execution or progress of the Work as provided in the Contract Documents.
- 7.7.2. Rendering written decisions.

7.8. Project Closeout services initiated upon notice from the Construction Manager that the Work, or a designated portion thereof which is acceptable to the Owner, is sufficiently complete in accordance with the Contract Documents to verify the list submitted by the Construction Manager of items to be completed or corrected.

- 7.8.1. Review with the Owner's representative for conformity of the Work to the Contract Documents to verify the list submitted by the Construction Manager of items to be completed or corrected.
- 7.8.2. Recommendation of the amounts to be withheld until final completion.
- 7.8.3. Securing and receipt of consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment(s).
- 7.8.4. Issuance of Certificate(s) of Substantial Completion.
- 7.8.5. Inspection(s) upon notice by the Construction Manager that the Work is ready for final inspection and acceptance.
- 7.8.6. Final inspection with the Owner's representative to verify final completion of the Work.
- 7.8.7. Securing and receipt of consent of surety or sureties, if any, to the making of final payment(s).
- 7.8.8. Issuance of final Certificate(s) for Payment.
- 7.8.9. Final inspection of Water Distribution, Sewage Collection and Stormwater/ Environmental Management Facilities. Preparation of certifications to agencies along with record documents prepared based upon record information supplied by the Construction Manager. Services include one final inspection for each certification.

8. POST-CONSTRUCTION SERVICES

8.1. Record Drawing services consisting of:

- 8.1.1. Making arrangements for obtaining from Construction Manager information in the form of marked-up prints, drawings and other data certified by them on changes made during performance of the Work, including Change Directives, RFI's, ASI's, etc.
- 8.1.2. Review of general accuracy of information submitted and certified by the Construction Manager.
- 8.1.3. Preparation of record drawings electronically based on certified information furnished by the Construction Manager.
- 8.1.4. Transmittal one set of full-size reproducible record drawings and general data, appropriately identified, to the Owner and others as directed. Two copies of all electronic data including CADD drawings on CD.

8.2. Warranty Review consisting of:

- 8.2.1. Consultation with and recommendation to the Owner during the duration of warranties in connection with inadequate performance of materials, systems and equipment under warranty.
- 8.2.2. Inspection(s) prior to expiration of the warranty period(s) to ascertain adequacy of performance of materials, systems and equipment.
- 8.2.3. Documenting defects or deficiencies and assisting the Owner in preparing instructions to the Construction Manager for correction of noted defects.

9. ADDITIONAL SERVICES/EXPENSES (not included in the base fee):

9.1. Owner-Provided Services:

- 9.1.1. Environmental assessment of site, if necessary.
- 9.1.2. Environmental assessment of existing facilities to be renovated and/or demolished, and the removal of any hazardous material, if necessary.
- 9.1.3. Printing of all Contract Documents issued for bidding and construction.
- 9.1.4. Distribution of Contract Documents to Construction Manager for estimating and bidding purposes.

9.2. Mock-Up Services relating to any space for study during the design phases and consisting of:

- 9.2.1. Design and documentation for the required mock-up.
- 9.2.2. Construction administration of mock-up construction activities.
- 9.2.3. Arrangements for testing performance of mock-up.
- 9.2.4. Review, analysis and reporting of results.

9.3. Prepare an Inventory of existing furniture and equipment that will be placed in the new facilities.

9.4. Value Engineering – Value engineering is the detailed, systematic review of the design concepts, construction techniques, materials and building types associated with a project solely in terms of life cycle costs in an attempt to obtain optimum

value for every dollar spent. If Owner chooses to engage in value engineering, Owner shall either retain the services of an independent Value Engineer ("VE") to perform the above review services to be complete at a stage no later than the completion of schematic design, or may pay a mutually negotiated sum "at the time the services are requested" to CONSULTANT to perform the above review services at a stage later than the completion of schematic design, Owner acknowledges that schedule and cost impacts may occur.

9.4.1. If Owner chooses to retain an independent VE, all recommendations of the VE shall be given to CONSULTANT for its review and adequate time will be provided for CONSULTANT to respond to these recommendations. CONSULTANT may be compensated as an additional service for time spent to review the recommendations of the VE and to incorporate those accepted by both Owner and CONSULTANT. Objections to any recommendations made by the VE shall be stated in writing. Owner agrees that CONSULTANT shall not be responsible for any damage, cost or liability which arises in connection with or as a result of the incorporation of such design changes.

9.5. Commissioning – The performance of a functional and operational check of all systems and equipment to verify the installation is performing to the design criteria. CONSULTANT would prepare this service in conjunction with an independent contractor experienced in such activities.

9.6. Structural Blast Resistance - Analysis of building structural systems to resist loads imposed by blast forces on exterior of facility. This would require an additional blast consultant to be obtained.

9.7. Security Systems: The Security portion of the project will include the design and documentation of Electronic Security System from Schematic Design through Construction Administration Services. The Electronic Security System will include intrusion detection, access control, electronic door control and monitoring, operational intercom, fixed duress alarms, monitoring and control panels, CCVE systems, control room layouts, rough-ins for x-ray screening/magnetometer at entry lobby, and parcel screening. As part of the overall security plan CONSULTANT will provide a site analysis to determine passive security measures to be incorporated for the facility. Deliverables for the above scope for each task are as listed below.

9.7.1. **Schematic Design (SDs):** CONSULTANT will provide a written security narrative describing the Electronic Security System, reflecting the design approach based on program requirements. In addition, CONSULTANT will provide two people for a one day on site Security Workshop to validate the security program and establish the design intent.

9.7.2. **Design Development (DDs):** CONSULTANT will provide job specific draft specifications of the Electronic Security System including plans indicating device locations, and outline specifications, and equipment selections reflecting design approach. CONSULTANT will provide one person for 1

day to attend an on-site design review with the Owner and Design Team members to review the Electronic Security System Design Development documents.

- 9.7.3. **Construction Documents (CDs):** Upon completion of this review, CONSULTANT will provide completed biddable documents including plans, details, schedules, riser diagrams, and specifications required to fully document the Electronic Security System. In addition, CONSULTANT will provide, at the completion of the Construction Documents phase, two (2) copies of a Design Information Manual (DIM) outlining major equipment selections utilized as the basis of design for the Electronic Security Systems. CONSULTANT will conduct mid-point design review with Owner and Design Team members to review the Electronic Security Construction Documents.
- 9.7.4. **Bidding:** CONSULTANT will review all questions related to the Electronic Security System submitted, and provide answers in written addendum as required.
- 9.7.5. **Construction Administration (CA):** CONSULTANT will provide one person for four, one day intermediate site visits during construction. In addition, upon written notification of substantial completion CONSULTANT will provide two persons for one day (16 hours total) to review and test the Electronic Security System.
 - 9.7.5.1. Included in this phase of work is the review of security shop drawing submittals and written responses to security RFI from the contractor.
 - 9.7.5.2. Deliverable for this phase of work will include a written field report for the intermediate site visits, and a final report and punch list of the site visit made following written notice of substantial completion.
- 9.7.6. **Expanded Security System Design -** The following systems and services can be provided in addition to the Electronic Security Design defined in previous sections:
 - 9.7.6.1. Assistance Stations
 - 9.7.6.2. Parking Area Equipment (cameras, card access control)
 - 9.7.6.3. Wireless Duress
 - 9.7.6.4. Hydraulic Barriers
 - 9.7.6.5. Biometrics
 - 9.7.6.6. Perimeter protection systems
 - 9.7.6.7. Post Construction Services: CONSULTANT will provide two people for one day (16 hours total) to conduct a pre-warranty expiration review of the electronic security system. The review will focus on inspection of equipment, operational functions, defects or deficiencies within the system and will be documented in report form and issued to the owner.



EXHIBIT C

SCHEDULE OF REIMBURSABLES

1. Reproduction Cost			
A.....	Regular Copying	Single Side	Double
Sided			
8 ½ x 11 (black & white).....	\$ 0.15/page	\$ 0.25/sheet	
8 ½ x 11 (color)	\$ 0.30/page	\$ 0.40/sheet	
8 ½ x 14 (black & white).....	\$ 0.15/page	\$ 0.25/sheet	
8 ½ x 14 (color)	\$ 0.30/page	\$ 0.40/sheet	
11 x 17 (black & white).....	\$ 0.25/page	\$ 0.35/sheet	
11 x 17 (color)	\$ 0.40/page	\$ 0.50/sheet	
9 ½ x 24 Single Side Only.....	\$ 1.00/page		
17 x 22 Single Side Only.....	\$ 2.00/page		
18 x 24 Single Side Only.....	\$ 2.00/page		
24 x 36 Single Side Only.....	\$ 3.00/page		
30 x 30 Single Side Only.....	\$ 5.00/page		
32 x 34 Single Side Only.....	\$ 5.00/page		
Other sizes-per square inch	\$ 0.03/page		
Compact Digital Disk.....	\$ 6.00/disk		
B. Blueprint Copy.....		\$10.00/page	
2. Subcontractor Services		Actual Costs	
3. Special Consultants		Actual costs	
4. Telecommunications			
A. Local		Non-reimbursable	
B. Non-Local		Actual Costs	
5. Computer Services		Non-reimbursable	
6. Travel Expenses		In accordance with Chapter 112.061, F.S.; and further defined in the City of Kissimmee Employee Handbook	
7. Postage, Fed Express, UPS		Actual Costs	
8. Pre-approved Equipment			
(includes purchase and rental of equipment used in project)		Actual Costs	

EXHIBIT D

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

SOLICITATION NO.: RFP2023-006

PROJECT NAME: Architectural and Engineering Services

THE CITY OF KISSIMMEE, a MUNICIPAL CORPORATION OF THE STATE OF FLORIDA (CITY), WILL NOT INTENTIONALLY AWARD CITY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) (SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

THE CITY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY THE CITY.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Attest:

Isaac Meyer
Corporate Secretary

CONSULTANT

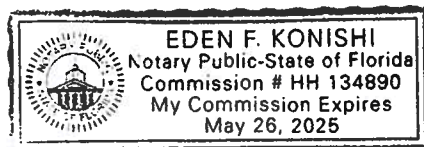
By: [Signature]

Title: PRESIDENT

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 8th day of JANUARY, 2024, by means of ☒ physical presence or ☐ online notarization, by Bradley T. Lunz, AIA, LEED AP, GGP as President for The Lunz Group, LLC, a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:



Notary: [Signature]
Print Name: EDEN F. KONISHI
My Commission Expires: 05.26.2025

ITEM 7.G

Update Drawings for the Berlinsky Community House Project

Request

Request approval to amend contract with Baker Barrios Architects, Inc. (BBA) (Contract #20240133, CPO #23000434), for additional design services to update the design documents for the Berlinsky Community House Project, totaling \$72,850, and authorize the City Manager or its designee to sign any additional documents or change orders needed to carry out the terms of this contract.

Explanation

Public Works and Engineering is overseeing the redesign of the Berlinsky Community House Project. This project consists of a new single-story recreation facility featuring an assembly area, stage, catering services, and storage spaces, along with the demolition of the deteriorated existing building, which is no longer in use due to safety concerns with its failing roof truss system.

BBA is the original Architect of Record for the project and prepared the initial design documents under the City's Architectural/Engineering Services Master Agreement. Updates to the existing documents are now required to reflect current building codes, utility requirements, and the 2023 Toho Water Authority standards.

These updates build directly upon the original design work, and contracting with BBA ensures continuity, preserves design intent, and supports efficient coordination and implementation.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10445606 - 506292	ST2117	Decrease	\$2,695,727.61	\$72,850.00

Financial Summary:

Adequate funding for the Berlinsky Community House Project is readily available in the accounts listed above.

Recommendation

Approval for additional services with Baker Barrios Architects, Inc. for \$72,850 for the design updates to the Berlinsky Community House Project, and authorize the City Manager or their designee to sign any additional documents or change orders needed to carry out the terms of this contract.

REQUESTED CITY COMMISSION ACTION:

Approve

City of Kissimmee

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. (S) CSA Change Order Baker Barrios for Belinsky
2. Baker Barrios Architects Executed Contracts Feb-20-2024

AMENDMENT/CHANGE ORDER TO CSA/CPO

Change Order No.:	6
CSA/CPO No.:	23000434
Master Agreement No.:	20240133 (Baker Barrios A/E Master Agreement)
Project Name:	Berlinsky Community House Project
City Project No.:	ST2117
Vendor:	Baker Barrios Architects, Inc. (BBA) 150250

1. PURPOSE

This Change Order ("Amendment") modifies the Consultant Service Authorization ("CSA") identified above. All terms and conditions of the Architectural & Engineering Services Master Agreement (Contract No. 20240133) remain in full force and effect unless modified herein. The consultant is not authorized to begin the services in this Change Order until it is fully executed.

2. DESCRIPTION OF CHANGE

Reason for Change: Additional design and permitting services required to incorporate updated codes, owner-requested changes, and updated utility standards.

Added Scope of Services:

1. BBA Architectural & Coordination Services: Coordinate all disciplines for full scope and ensure updated code compliance.
2. TLC MEP Scope: Revise Mechanical, Electrical, Plumbing, and Fire Protection systems; add BOH drains; coordinate AV and access control equipment.
3. TLC Structural Scope: Revise structure for updated codes; modify column layout for stage sightlines; support curtains, lighting, AV rigging; recessed floor mats.
4. TLC Technology Scope: Revise Technology drawings; add access controls and AV systems; ensure updated standards compliance.
5. Kimley-Horn Civil Scope: Update drawings per TOHO 2023 standards; update notes, callouts, details, utility separation labels; prepare and submit permitting packages (DRC, SDP, Water/Sewer, SFWMD ERP, FDEP permits).

3. COMPENSATION ADJUSTMENT

A. Lump Sum Fee for This Change Order: \$72,850.00

B. Adjustment to CSA/CPO Not-to-Exceed (NTE):

Original CSA/CPO Amount:	\$415,700.00
Previous Amendments:	\$51,975.00
This Change Order:	\$72,850.00
Revised CSA NTE:	\$540,525.00

C. Reimbursables: Printing, plotting, tolls, travel, etc., at a 1.15 multiplier; 1.5% technology fee applies to professional fees.

4. SCHEDULE ADJUSTMENT

Insert schedule adjustments here: No change to the CSA/CPO schedule.

5. SUBCONSULTANTS

Authorized Subconsultants:

- TLC Engineering Solutions – MEP/FP, Structural, Technology
- Kimley-Horn – Civil/Utility/Permitting

Any additional or replacement subconsultants require prior written City approval.

6. SPECIAL CONDITIONS

- Additional Service Request #6 (AS6), dated November 10, 2025, is incorporated as Attachment A.
- Consultant shall not begin work until receiving a fully executed Change Order.
- All Master Agreement insurance, indemnification, and standard of care requirements remain in effect.
- No permitting fees are included in the fee.
- No work outside the described scope is authorized.

6. AUTHORIZATION

CITY OF KISSIMMEE

By: _____

Name/Title: Mayor

Date: _____

CONSULTANT: Baker Barrios Architects,
Inc.

By:  _____

Name/Title: Managing Principal, AOR

Date: December 22, 2025

APPROVED AS TO FORM AND LEGALITY:

By: _____ City Attorney

Date: _____



ORLANDO

189 S. ORANGE AVE.

SUITE 1700

ORLANDO, FLORIDA

32801

407.926.3000

AA0002981 | LC26000427

COMMERCIAL

CORPORATE

EDUCATION

ENTERTAINMENT

HEALTHCARE

HOSPITALITY

INDUSTRIAL

MIXED-USE

RESIDENTIAL

RETAIL

SENIOR LIVING

SPORTS & RECREATION

November 10, 2025

Mr. Ivan Lespier
Senior Construction Project Manager
City of Kissimmee - Public Works & Engineering
101 Church Street Suite 301
Kissimmee, FL 34741

Re: Berlinsky Community House – Kissimmee
BBA Project Number: 220199.00

Subject: Request for Additional Service Approval #6

As defined in our contract dated October 11, 2022, and revised November 8, 2022, additional services have been requested. The scope of services is described below, along with the fees proposed for those services. Please indicate your acceptance by signing this form and returning it via email so that we may begin the work you have requested. If you have any questions or comments, please do not hesitate to call our office.

Scope of Services:

BBA will coordinate with all disciplines for the listed scope below as well as all current codes.

TLC will provide the following tasks:

- MEP Scope: Revise Mechanical, Electrical, Plumbing, and Fire Protection to coordinate with updated codes. Coordination with owner changes: additional drains in BOH, coordination with added AV and access control equipment.
- Structural Scope: Revise Structural to coordinate with updated codes. Revise design to consider column layout to open sightline to stage, support curtains at stage, support lighting and AV rigging at stage and hall, and entry door recessed floor mats.
- Technology Scope: Revise Technology drawings to coordinate with updated codes and standards. Provide additional access controls and AV systems to coordinate with owner changes.

Kimley-Horn will provide the following tasks regarding the 2023 Toho Water Authority (TOHO) update:

- Updated utility and general construction notes on the plans in accordance with TOHO's 2023 standards.
- Updated plan callouts in accordance with TOHO's 2023 standards.
- Updated utility details on the plans in accordance with TOHO's 2023 standards.
- Updated plan labeling of horizontal and vertical separation between utilities.

ARCHITECTURE + INTERIOR DESIGN + PLANNING + LANDSCAPE ARCHITECTURE

BAKERBARRIOS.COM

Mr. Ivan Lespier
Senior Construction Project Manager
City of Kissimmee
Berlinsky Community Center, Kissimmee, FL
Request for Additional Services #6
BBA Project Number: 220199.00
November 10, 2025
Page 2 of 2

Kimley-Horn shall prepare and submit on the Client's behalf the following permitting packages:

- City of Kissimmee DRC Site Plan Review (Schematic Plans)
- City of Kissimmee Preliminary/Final Site Development Plan
- Toho Water Authority (Water/Sewer Permit)
- South Florida Water Management District (SFWMD) Environmental Resources Permit Modification
- Florida Department of Environmental Protection (FDEP) Sewer Permit
- Florida Department of Environmental Protection (FDEP) Water Permit

Compensation:

For the services outlined above, compensation shall be a lump sum fee of **\$72,850.**

BBA	\$11,400
BBA Landscape	\$3,200
BBA Interiors	\$8,250
TLC MEP/FP	\$14,300
TLC Structural	\$19,700
TLC Technology	\$3,500
Kimley-Horn	\$12,500
TOTAL COMPENSATION	\$72,850

*No permitting fees will be included.

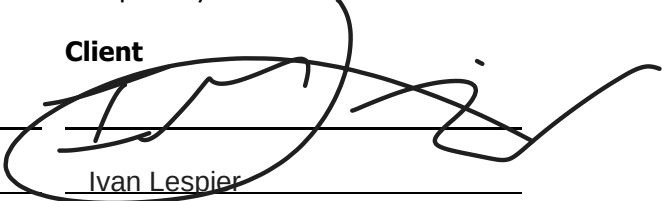
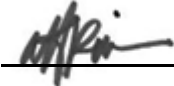
Note: Quoted fee does not include billable expenses for printing, plotting of documents, tolls, travel, and other out-of-pocket disbursements. These costs will be added to our invoices at a 1.15 multiplier for expenses. Additionally, a technology fee equal to one and one-half percent (1.5%) of the above-listed professional fees will be billed with each progress billing. This will include In-House Renderings and (1) 3D In-House printed model to support the design process. Invoices for work performed are due 30 days from date of issuance.

Submitted by:

Accepted By:

Baker Barrios Architects

Client



Annette Rivera

Ivan Lespier

Print

Print

Managing Principal + Architect 11/10/25

Senior Construction Project Manager 12/22/2025

Title

Date

Title

Date

AR:ar

P:\2022\220199.00\1.0 - Administration\2.1 - Scope of Work\Add Services\AS
06\AS6_22019900_20251106_Berlinsky_AS 06.doc

Architectural/Engineering Services Master Agreement

THIS ARCHITECTURAL/ENGINEERING MASTER SERVICES AGREEMENT ("Agreement") is entered into as of the Effective Date (hereinafter defined) by and between the City of Kissimmee, a Municipal Corporation of the State of Florida, by and through its Commission, 101 Church Street, Kissimmee, Florida 34741 (hereinafter referred to as the "CITY"), and **BAKER BARRIOS ARCHITECTS, INC.**, 189 S ORANGE AVE, SUITE 1700, ORLANDO, FL 32801 whose Federal Identification Number is: 59-3444163 (hereinafter referred to as the "CONSULTANT").

WITNESSETH:

WHEREAS, the CITY requires certain architectural and/or engineering services to be performed in the City of Kissimmee; and,

WHEREAS, the CITY has solicited for these professional services via RFQ2023-006, an advertised request for qualifications (the "RFQ"), and has received numerous responsive bids thereto; and

WHEREAS, the CONSULTANT remains agreeable to providing the CITY the professional services and represents that it is capable and prepared to do so;

NOW, THEREFORE, in consideration of the promises contained herein, the CITY and the CONSULTANT (collectively, the "Parties") hereby agree, as follows:

1.0 Term

1.1 This Agreement shall take effect on the date of its execution by the Mayor, The City of Kissimmee Commission (the "Effective Date").

1.2 The term of this Agreement shall be for a five (5) year period, commencing upon the Effective Date, unless otherwise terminated as provided herein.

2.0 CONSULTANT –SERVICES – GENERAL

2.1 The CONSULTANT shall provide the CITY complete architectural and engineering services necessary to provide construction documents and administration for various projects (individually a "Project" and collectively, the "Projects") throughout the Term, as may be further specifically designated and authorized by the CITY in writing. Such authorization shall be in the form of either a Consultant Services Authorization ("CSA") or a Contract Purchase Order ("CPO"), and all provisions of this Agreement shall apply to the CSA or CPO with full force and effect as if appearing in full within each CSA or CPO. Each CSA or CPO will set forth a specific Scope of Services, maximum limit of compensation, schedule, liquidated damages, and completion date, and shall become effective upon the due execution. When the CONSULTANT and the CITY enter into a CSA or CPO where the term

thereof expires on a date that is later than the date of this Agreement, the CONSULTANT and the CITY agree that the terms of this Agreement and any amendments, attachments, or provisions thereof are automatically extended until the expiration or full completion of the requirements of the CSA or CPO, as applicable, have been performed. Cancellation by the CITY of any remaining service prior to the full completion of the requirements of the CSA/CPO shall cause the terms of this Agreement to terminate at the same time. This provision only applies when the expiration of the CSA/CPO extends beyond the expiration of this Agreement. It does not apply when a CSA/CPO expires or is cancelled prior to the expiration of this Agreement.

2.2 The CONSULTANT is not authorized to undertake any Project without a duly executed CSA or CPO, which shall specify the work to be performed. The CONSULTANT recognizes that the CITY may employ several different CONSULTANTS and engineers to perform the services described herein and that the CONSULTANT has not been employed as the exclusive agent to perform any such services.

2.3 In addition to the services described in this Section 2.0, the RFQ, the Consultant's responsive proposal thereto, and otherwise set forth and described in the body of this Agreement, the CONSULTANT may also be authorized to perform, via a duly executed CSA or CPO, any or all of those services set forth and further described in Exhibit "B", attached hereto and incorporated herein (collectively, the "Services").

3.0 Project Administration Services

3.1 The CONSULTANT shall manage the CONSULTANT'S services and administer the Project. The CONSULTANT shall consult with the CITY, research applicable design criteria, attend Project meetings, and communicate with members of the Project team and issue progress reports. The CONSULTANT shall coordinate the services provided by the CONSULTANT and the CONSULTANT'S sub-consultants with those services provided by the CITY and the CITY'S consultants.

3.2 When Project requirements have been sufficiently identified, the CONSULTANT may be required to prepare, and periodically update, a Project schedule that shall identify milestone dates for decisions required of the CITY, design services furnished by the CONSULTANT, completion of documentation provided by the CONSULTANT, commencement of construction and Substantial Completion of the Work.

3.3 The CONSULTANT shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program, budget and aesthetics in developing the design for the Project.

3.4 Upon request of the CITY, the CONSULTANT shall make a presentation to explain the design of the Project to representatives of the CITY.

3.5 The CONSULTANT shall submit design documents to the CITY at intervals appropriate to the design process for purposes of evaluation and approval by the CITY. The CONSULTANT shall be entitled to rely on approvals received from the CITY in the further development of the design.

3.6 The CONSULTANT shall assist the CITY in connection with the CITY'S responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

3.7 EVALUATION OF BUDGET AND COST OF THE WORK.

3.7.1 When the Project requirements have been sufficiently identified, the CONSULTANT shall prepare a preliminary estimate of the Cost of the Work. This estimate may be based on current area, volume or similar conceptual estimating techniques. The CONSULTANT shall advise the CITY of any adjustments to previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions. If at any time the estimate of the Cost of the Work exceeds the CITY'S budget, the CONSULTANT shall make appropriate recommendations to the CITY to adjust the Project's size, quality or budget, and the CITY shall cooperate with the CONSULTANT in making such adjustments.

3.7.2 Evaluations of the CITY'S budget for the Project, the preliminary estimate of the Cost of the Work, and updated estimates of the Cost of the Work represent the CONSULTANT'S judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the CONSULTANT nor the CITY has control over the cost of labor, materials or equipment, over the CONSULTANT'S methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the CONSULTANT cannot and does not warrant or represent that bids or negotiated prices will not vary from the CITY'S budget for the Project or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the CONSULTANT.

3.7.3 In preparing estimates of the Cost of the Work, the CONSULTANT shall be permitted to include contingencies and allowances for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the CITY'S budget for the Cost of the Work.

3.7.4 If bidding or negotiation has not commenced within 90 days after the CONSULTANT submits the Construction Documents to the CITY, the budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the construction industry.

- 3.7.5 If the budget for the Cost of the Work is exceeded by the lowest bona fide bid or negotiated proposal, and the CITY elects to revise the Project scope to reduce the Cost of the Work, then the CONSULTANT, without additional charge, shall modify the Contract Documents as necessary to comply with the fixed limit as a condition of this Agreement.

4.0 **Evaluation and Planning Services**

- 4.1 **The CITY may furnish a program setting forth the CITY's objectives, schedule, constraints and criteria, including space requirements and relationships, special equipment, systems and site requirements.** The CONSULTANT shall provide a preliminary evaluation of the information furnished by the CITY under this Agreement, including the CITY'S program and schedule requirements and budget for the Cost of the Work, each in terms of the other. The CONSULTANT shall review such information to ascertain that it is consistent with the requirements of the Project and shall notify the CITY of any other information or consultant services that may be reasonably needed for the Project.
- 4.2 The CONSULTANT shall provide a preliminary evaluation of the CITY's site for the Project based on the information provided by the CITY of site conditions, and the CITY'S program, schedule and budget for the Cost of the Work.

5.0 **Design Services**

5.1 SCHEMATIC DESIGN DOCUMENTS

5.1.1 The CONSULTANT shall provide Schematic Design Documents based on the mutually agreed-upon program, schedule, and budget for the Cost of the Work. The documents shall establish the conceptual design of the Project illustrating the scale and relationship of the Project components. The Schematic Design Documents shall include a conceptual site plan, if appropriate, and preliminary building plans, sections and elevations. At the CONSULTANT's option, the Schematic Design Documents may include study models, perspective sketches, electronic modeling or combinations of these media. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

5.2 DESIGN DEVELOPMENT DOCUMENTS

5.2.1 The CONSULTANT shall provide Design Development Documents based on the approved Schematic Design Documents and updated budget for the Cost of the Work. The Design Development Documents shall illustrate and describe the refinement of the design of the Project, establishing the scope, relationships, forms, size and appearance of the Project by means of plans, sections and elevations, typical construction details, and equipment layouts. The Design Development Documents shall include specifications that identify major materials and systems and establish in general their quality levels.

5.3 CONSTRUCTION DOCUMENTS

5.3.1 The CONSULTANT shall provide Construction Documents based on the approved Design Development Documents and updated budget for the Cost of the Work. The Construction Documents shall set forth in detail the requirements for construction of the Project. The Construction Documents shall include Drawings and Specifications that establish in detail the quality levels of materials and systems required for the Project.

5.3.2 During the development of the Construction Documents, the CONSULTANT shall assist the CITY in the development and preparation of: (1) bidding and procurement information which describes the time, place and conditions of bidding; bidding or proposal forms; and the form of agreement between the CITY and the CONSULTANT; and (2) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The CONSULTANT also shall compile the Project Manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

5.3.3 Progress submittals of design documents shall be delivered to the CITY for review and approval, at the 50% Construction Document Phase, the 100% Construction Document to be submitted for permit, and the 100% Construction Documents, approved for construction for each subproject. Such submittals shall be reissued as necessary to secure approval. CITY comments shall be incorporated into the next phase of the work. CONSULTANT is entitled to rely upon CITY'S approval that the design conforms to the program at each stage. The CITY and the CONSULTANT agree that they shall not proceed to the next phase, including the Construction Phase, until they have mutually agreed that the project is feasible in accordance with the budget approved by the CITY.

6.0 Contract Administration Services

6.1 GENERAL ADMINISTRATION

6.1.1 The CONSULTANT shall provide administration of the Contract between the CITY and the Contractor as set forth in the CITY'S Agreement with their Contractor.

6.1.2 The CONSULTANT'S responsibility to provide the Contract Administration Services under this Agreement commences with the Notice to Proceed to the Contractor and terminates at the issuance to the CITY of the final Certificate for Payment. However, the CONSULTANT may be entitled to a Change in Services in accordance with Section 47.2 if Contract Administration Services extend 60 days after the date of Final Completion of the Work.

- 6.1.3** The CONSULTANT shall be a representative of, and shall advise and consult with, the CITY during the provision of the Contract Administration Services. The CONSULTANT shall have authority to act on behalf of the CITY only to the extent provided in this Agreement unless otherwise modified by written amendment.
- 6.1.4** Duties, responsibilities and limitations of authority of the CONSULTANT under this Section 6.0 shall not be restricted, modified or extended without written agreement of the CITY and CONSULTANT.
- 6.1.5** The CONSULTANT shall review properly prepared, timely requests by the Contractor for additional information about the Contract Documents. A properly prepared request for additional information about the Contract Documents shall be in a form prepared or approved by the CONSULTANT and shall include a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested.
- 6.1.6** If deemed appropriate by the CONSULTANT, the CONSULTANT shall on the CITY'S behalf prepare, reproduce and distribute supplemental Drawings and Specifications in response to requests for information by the Contractor.
- 6.1.7** The CONSULTANT shall interpret and decide matters concerning performance of the CITY and Contractor under, and requirements of, the Contract Documents on written request of either the CITY or Contractor. The CONSULTANT'S response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.
- 6.1.8** Interpretations and decisions of the CONSULTANT shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the CONSULTANT shall endeavor to secure faithful performance by both CITY and Contractor, shall not show partiality to either, and shall not be liable for the results of interpretations or decisions so rendered in good faith.
- 6.1.9** The CONSULTANT shall render initial decisions on claims, disputes or other matters in question between the CITY and CONSULTANT as provided in the Contract Documents. However, the CITY'S decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

6.2 EVALUATIONS OF THE WORK

- 6.2.1** The CONSULTANT, as a representative of the CITY, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the CITY and the CONSULTANT, (1) to become generally familiar with and to keep the CITY informed in writing about the

progress and quality of the portion of the Work completed, (2) to endeavor to guard the CITY against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the CONSULTANT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The CONSULTANT shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

6.2.2 The CONSULTANT shall report to the CITY known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the CONSULTANT shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The CONSULTANT shall be responsible for the CONSULTANT'S negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Sub-contractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

6.2.3 The CONSULTANT shall at all times have access to the Work wherever it is in preparation or progress.

6.2.4 Except as may otherwise be provided in the Contract Documents or when direct communications have been specially authorized in writing, the CONSULTANT and Contractor shall communicate through the CITY. Communications by and with the CONSULTANT'S sub-consultants shall be through the CONSULTANT. The CONSULTANT shall respond to the CITY with the CONSULTANT'S written responses or correspondence within a reasonable length of time.

6.2.5 The CONSULTANT shall have authority to reject Work that does not conform to the Contract Documents. Whenever the CONSULTANT considers it necessary or advisable, the CONSULTANT, with the CITY'S approval, will have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the CONSULTANT nor a decision made in good faith, either to exercise or not to exercise such authority, shall give rise to a duty or responsibility of the CONSULTANT to the Contractor, Sub-contractor, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work. If the CONSULTANT requires inspection or testing of the Work without the CITY'S prior approval, the Work is deemed acceptable, the CONSULTANT will be responsible for any compensation due the Contractor.

6.3 CERTIFICATION OF PAYMENTS TO CONTRACTOR

6.3.1 The CONSULTANT shall review and certify the amounts due the Contractor and shall issue Certificates for Payment in such amounts. The CONSULTANT'S certification for payment shall constitute a representation to the CITY, based on the CONSULTANT'S evaluation of the Work as provided in Paragraph 6.2 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the CONSULTANT'S knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the CONSULTANT.

6.3.2 The issuance of a Certificate for Payment shall not be a representation that the CONSULTANT has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Sub-contractors and material suppliers and other data requested by the CITY to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

6.3.3 The CONSULTANT shall maintain a record of the Contractor's Applications for Payment.

6.4 SUBMITTALS

6.4.1 The CONSULTANT shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The CONSULTANT'S action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the CITY, Contractor or separate contractor. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The CONSULTANT'S review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the CONSULTANT, of any construction means, methods, techniques, sequences or procedures. The CONSULTANT'S approval of a specific item shall not indicate approval of an assembly of which the item is a component.

6.4.2 The CONSULTANT shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

6.4.3 If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the CONSULTANT shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the CONSULTANT. The CONSULTANT shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

6.5 CHANGES IN THE WORK

6.5.1 The CONSULTANT shall prepare Construction Change Directives and assist the City with the preparation of change orders and allowance authorizations for the CITY'S approval and execution in accordance with the Contract Documents. The CONSULTANT may authorize minor changes in the Work not involving an adjustment in Contract Sum or an extension of the Contract Time, which are consistent with the intent of the Contract Documents. If necessary, the CONSULTANT shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified.

6.5.2 The CONSULTANT shall review properly prepared, timely requests by the CITY or Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the CONSULTANT to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the CONSULTANT determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, the CONSULTANT may issue an order for a minor change in the Work or recommend to the CITY that the requested change be denied.

6.5.3 If the CONSULTANT determines that implementation of the requested changes would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, the CONSULTANT shall make a recommendation to the CITY, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Contractor, if any, the CONSULTANT shall estimate the additional cost and time that might result

from such change, including any additional costs attributable to a Change in Services of the CONSULTANT. With the CITY'S approval, the CONSULTANT shall incorporate those estimates into a Change Order or other appropriate documentation for the CITY'S execution or negotiation with the Contractor.

6.5.4 The CONSULTANT shall maintain records relative to changes in the Work.

6.6 PROJECT COMPLETION

6.6.1 The CONSULTANT shall conduct inspections to determine the date or dates of Substantial Completion and the date of Final Completion, shall receive from the Contractor and forward to the CITY, for the CITY'S review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

6.6.2 The CONSULTANT'S inspection shall be conducted with the CITY'S Designated Representative to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the CONSULTANT of Work to be completed or corrected.

6.6.3 When the Work is found to be substantially complete, the CONSULTANT shall inform the CITY about the balance of the Contract Sum remaining to be paid the Contractor, including any amounts needed to pay for final completion or correction of the Work.

6.6.4 The CONSULTANT shall receive from the Contractor and forward to the CITY: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment and (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the CITY against liens.

7.0 Facility Operation Services

7.1 The CONSULTANT shall meet with the CITY or the CITY'S Designated Representative promptly after Substantial Completion to review the need for facility operation services.

7.2 Upon request of the CITY, and prior to the expiration of one year from the date of Substantial Completion, the CONSULTANT shall conduct a meeting with the CITY and the CITY'S Designated Representative to review the facility operations and performance and to make appropriate recommendations to the CITY.

8.0 Additional Services

8.1 The CONSULTANT may be authorized, via a duly executed CSA or CPO, to perform any or all of the additional services as set forth and further described on Exhibit "B".

8.2 The following **minimum** Design and Contract Administration Services shall be provided by the CONSULTANT without a Change in Services in accordance with Section 47.2:

8.2.1 A reasonable number of reviews of each Shop Drawing, Product Data item, sample and similar submittal of the CONSULTANT.

8.2.2 Up to two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents.

8.2.3 Up to two (2) inspections for any portion of the Work to determine final completion.

8.3 The following Design and Contract Administration Services shall be provided by the CONSULTANT as a Change in Services in accordance with Section 47.2:

8.3.1 Change Orders and Construction Change Directives requiring evaluation of proposals, including the preparation or revision of Instruments of Services, with prior approval by CITY;

8.3.2 Providing consultation concerning replacement of Work resulting from fire or other cause during construction;

8.3.3 Evaluation of substitutions proposed by the CITY'S consultants or contractors and making subsequent revisions to the Instruments of Service, with prior approval by CITY.

8.3.4 Preparation of design and documentation for alternate bid or proposal requests proposed by the CITY after the Guaranteed Maximum Price is established.

8.3.5 Contract Administration Services provided 60 (sixty) days after the date of Final Completion of the Work, as may be requested by the CITY.

8.4 The CONSULTANT shall furnish or provide the following services only if specifically designated:

8.4.1 Programming

8.4.2 Land Survey Services

8.4.3 Geotechnical Services

- 8.4.4 Space Schematics/Flow Diagrams
- 8.4.5 Existing Facilities Surveys
- 8.4.6 Economic Feasibility Studies
- 8.4.7 Site Analysis
- 8.4.8 Environmental Studies and Reports
- 8.4.9 User-Supplied Data
- 8.4.10 Schedule Development and Monitoring
- 8.4.11 Civil Design
- 8.4.12 Landscape Design
- 8.4.13 Interior Design
- 8.4.14 Value Analysis
- 8.4.15 Cost Estimating
- 8.4.16 On-Site Project Representation
- 8.4.17 Construction Management
- 8.4.18 Start-up Assistance
- 8.4.19 Record Drawings
- 8.4.20 Post-Contract Evaluation
- 8.4.21 Tenant-Related Services
- 8.4.22 Underground Field Drainage

9.0 **Compensation**

- 9.1 In consideration of the Services provided by the CONSULTANT pursuant to this Agreement, the CITY shall pay CONSULTANT compensation which may be negotiated as either a not-to-exceed price or a lump sum amount, in the CITY's sole discretion.
- 9.2. In the event a not to exceed price is negotiated, compensation shall be billed and paid based on and in accordance with the Hourly Rate Schedule attached hereto and incorporated herein as **Exhibit "A"**. The Hourly Rate Schedule identifies all job classifications which will perform billable services pursuant to this Agreement and the fee for each job classification. Performance of work by personnel in job classifications not listed on the fee schedule will result in nonpayment for such services.
- 9.3 All invoices must reference this Agreement number, using an invoice form approved by the CITY.
- 9.4 Each individual invoice shall be due and payable forty-five (45) days after receipt by the CITY of a correct, fully documented, invoice, in form and substance satisfactory to the CITY with all appropriate cost substantiations attached. All invoices shall be delivered to:

The City of Kissimmee
Public Works & Engineering
Attention: Facilities Management Director
101 Church Street
Kissimmee, FL 34741

- 9.5 In order for both parties herein to close their books and records for a particular Project, the CONSULTANT will clearly state "Final Invoice" on the CONSULTANT's final/last billing to the CITY for such Project. This certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the CONSULTANT.
- 9.6 Payment of the final invoice for any particular Project shall not constitute evidence of the CITY's acceptance of the Work or Services.
- 9.7 Pursuant to Section 9.2, if a not to exceed fee is negotiated, invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. Alternatively, if a lump sum amount is negotiated, invoices shall be made upon the completion of each phase of the work in proportion to the Services performed, as specifically set forth in the applicable CSA or CPO. Additional documentation may be requested by the CITY and, if so requested, shall be furnished by the CONSULTANT to the CITY Auditor's satisfaction.
- 9.8 A contract amendment/change order may be executed by both parties, after Substantial Completion, to incorporate any additional design fees due to the CONSULTANT. The amendment shall be based upon 7% of the additional cost of the work that has been added to the project where the CONSULTANT participated in the design process.
- 9.9 If the services of the CONSULTANT are changed as described in Section 47.2.1 or 47.2.2, the CONSULTANT'S compensation shall be adjusted. Such adjustment shall be computed as a fixed fee on a task-by-task basis, or, in the discretion of the CITY, in an otherwise equitable manner. Adjustments to the CONSULTANT'S compensation may be approved by the Facilities Management Director, providing the compensation adjustment does not exceed the amount specified in the applicable CSA or CPO.
- 9.10 Forty (40) calendar days shall be allowed for the CITY's inspection and approval of the goods and services for which any invoice has been submitted.
- 9.11 No deduction shall be made from the CONSULTANT's compensation on account of penalty, liquidated damages, or other sums withheld from payments to contractors.
- 9.12 If any work designed or specified by the CONSULTANT during any phase of service is abandoned or suspended in whole or in part, the CONSULTANT is to be

paid for the service performed on account of it prior to receipt of written notice from the CITY of such abandonment or suspension, together with reimbursements then due and any terminal expense resulting from abandonment or suspension for more than three months.

10.0 Reimbursable Expense

10.1 All requests for payment of out-of-pocket expenses eligible for reimbursement under the terms of this Agreement shall include copies of paid receipts, invoices or other documentation acceptable to the CITY. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Agreement.

10.2 Reimbursable Expenses are the actual, pre-approved, expenses incurred directly in connection with the applicable Consultant Services Authorization, and include:

Overnight Deliveries

Reproduction

Sub-Consultant

Long Distance Telephone Calls (excluding Florida cities located outside the boundaries of Osceola County)

10.3 Mileage shall be reimbursed in accordance with Section 112.061, Florida Statutes, for pre-approved out-of-county travel (excluding travel from home offices located outside of Osceola County to the Osceola County line).

10.4 Reimbursable Expenses, including sub-consultants, shall be reimbursed at cost.

10.5 Pre-approved travel costs shall be reimbursed in accordance with Section 112.061, Florida Statutes.

10.6 All assets, i.e. durable goods, purchased as reimbursable expenses become the property of the CITY upon completion of the work for which the asset was utilized. All such assets must be surrendered by delivery to the City of Kissimmee Public Works and Engineering Division offices upon demand termination of the Agreement or the conclusion of the project, whichever occurs first.

10.7 The CITY shall reimburse the CONSULTANT for any documents required over and above the number specified in this Agreement per the City's Reimbursable Schedule that is attached hereto as Exhibit "C".

11.0 Project Team

11.1 The Project Team, including the CITY'S Designated Representative and the CONSULTANT's Designated Representative, shall be as specified in the applicable CSA or CPO.

11.2 The Commission (the "Board") hereby authorizes the CITY'S Designated Representative to act as the Board's agent and execute documents associated with a particular project. Examples of these documents are Notices of Commencements, Certificates of Substantial and Final Completion and permits from applicable agencies.

11.3 The persons or entities, in addition to the CITY'S Designated Representative, who have rights to review the CONSULTANT'S submittals to the CITY, shall be as specified in the applicable CSA or CPO.

11.4 The CITY'S other consultants and the CONSULTANT'S sub-consultants or any other person or entity retained at the CONSULTANT's expense shall be as specified in the applicable CSA or CPO.

12.0 **Consultant's Standard of Care**

12.1 The CONSULTANT'S services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The CONSULTANT shall submit for the CITY'S approval a schedule for the performance of the CONSULTANT'S services which initially shall be consistent with the time periods established in the applicable CSA or CPO and which shall be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the CITY'S review, for the performance of the CITY'S consultants, and for approval of submissions by authorities having jurisdiction over the Project. The CONSULTANT or CITY shall not, except for reasonable cause, exceed time limits established by this schedule approved by the CITY.

12.2 The CONSULTANT'S Designated Representative, identified in the applicable CSA or CPO, shall be authorized to act on the CONSULTANT'S behalf with Respect to the Project.

12.3 The CONSULTANT shall maintain the confidentiality of information specifically designated as confidential by the CITY, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the CONSULTANT from establishing a claim or defense in an adjudicatory proceeding. The CONSULTANT shall require of the CONSULTANT'S consultants similar agreements to maintain the confidentiality of information specifically designated as confidential by the CITY.

12.4 Except with the CITY'S knowledge and prior express written consent, the CONSULTANT shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the CONSULTANT'S professional judgment with respect to the Project.

12.5 The CONSULTANT shall review laws, codes and regulations applicable to

the CONSULTANT'S services. The CONSULTANT shall design the Project to conform to the requirements imposed by governmental authorities having jurisdiction over the Project.

12.6 The CONSULTANT shall be entitled to rely on the accuracy and completeness of services and information furnished by the CITY. The CONSULTANT shall provide prompt written notice to the CITY if the CONSULTANT becomes aware of any errors, omissions or inconsistencies in such services or information.

12.7 The CONSULTANT has represented to the CITY that it has the personnel and experience necessary to perform the work in a professional and workmanlike manner.

12.8 The CONSULTANT shall exercise the same degree of care, skill, and diligence in the performance of the Services as is provided by a professional of like experience, knowledge and resources, under similar circumstances.

12.9 The CONSULTANT shall, at no additional cost to CITY, re-perform services which fail to satisfy the foregoing standard of care or otherwise fail to meet the requirement of this Agreement.

12.10 The CONSULTANT shall use skilled and competent personnel to perform the services.

12.11 Neither party to this Agreement will be liable to the other party for delays, or for the direct or indirect cost resulting from such delays, that may result from acts of God, acts of governmental authorities, acts of terrorism, pandemics, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the control or contemplation of either party. Each party will take reasonable steps to mitigate the impact of any force majeure. Consultant shall not be deemed in default of this Agreement to the extent that any delay or failure in the performance of Consultant's obligations results from any cause beyond its reasonable control and without its negligence.

13.0 **Insurance**

13.1 **General Provisions**

13.1.1 The CONSULTANT shall maintain, at all times, the following minimum levels of insurance and shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below and provide the CITY with a certified copy of each policy applicable to this Agreement followed thereafter by an annual Certificate of Insurance satisfactory to the CITY to evidence such coverage before any work commences. Such certificates will provide

that there shall be no termination, non-renewal, modification or expiration of such coverage without thirty (30) days prior written notice to the CITY .

13.1.2 The CITY shall be named as an additional insured on all CONSULTANT policies related to the project, excluding professional liability and worker's compensation. The general liability and workers' compensation policies shall contain a waiver of subrogation in favor of the CITY. All insurance coverage shall be written with an insurer having an A.M. Best Rating of a least the "A" category and size category of VIII.

13.1.3 The CONSULTANT's self-insured retention or deductible per line of coverage shall not exceed \$150,000 without the permission of the CITY.

13.1.4 Any failure by the CONSULTANT to comply with the requirements of this section to provide insurance, the CITY may, at its option, on notice to the CONSULTANT, suspend the work for cause until there is full compliance;

13.1.5 The CITY may, at its sole discretion, purchase such insurance at CONSULTANT's expense provided that the CITY shall have no obligation to do so and if the CITY shall do so, it shall not relieve CONSULTANT of its obligation to obtain insurance.

13.1.6 The CONSULTANT shall not be relieved of or excused from the obligation to obtain and maintain such insurance amount and coverages.

13.1.7 All CONSULTANT's sub-consultants shall be required to include CITY and CONSULTANT as additional insured on their General Liability Insurance policies.

13.1.8 In the event that sub-consultants used by the CONSULTANT do not have insurance, or do not meet the insurance limits, CONSULTANT shall indemnify and hold harmless the CITY for any claim in excess of the sub-consultants' insurance coverage.

13.1.9 The CONSULTANT shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the CITY.

13.2 Comprehensive Automobile Liability Insurance. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

13.3 Commercial General Liability. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

13.3.1 Premises and Operations:

Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.

13.3.2 Independent Contractors:

Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm)

13.4 Professional Liability Insurance. \$2,000,000 for design errors and omissions. The CONSULTANT shall be required to provide continuing Professional Liability Insurance to cover each project for a period of two (2) years after the project is completed. Insurance requirements may vary depending on projects as determined by the CITY Director of Risk Management and Insurance. The CITY may require the CONSULTANT to provide a higher level of coverage for a specific Project and time frame.

13.5 Intentionally Deleted

13.6 Worker's Compensation. CONSULTANT shall provide, pay for, and maintain worker's compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

13.7 Employers' Liability. \$1,000,000.

14.0 Indemnification

14.1 General. Having considered the risks and potential liabilities that may exist during the performance of the Services and in consideration of the promises included herein, the CITY and the CONSULTANT agree to allocate such liabilities in accordance with this Section 14.0.

14.2 Indemnification.

14.2.1 The CONSULTANT, to the extent permitted by law, shall indemnify, and hold the CITY, and its officers, employees, free and harmless from and against any and all claims, actions, causes of action, liabilities (joint or several), penalties, forfeitures, damages, losses and reasonable expenses (including, without limitation, attorneys' fees and costs during negotiation, through litigation and all appeals therefrom), and including, without limitation, any liability or loss resulting from judgments or claims for personal injury, including death, or damage to any property whatsoever to the extent caused by: (i) the failure of the CONSULTANT to comply with

applicable non-conflicting laws, rules or regulations, (ii) the breach by the CONSULTANT of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of the CONSULTANT's performance of this Agreement, or (iv) the negligent act, errors or omissions, or intentional or willful misconduct of the CONSULTANT, its sub-consultants, agents, employees and invitees; provided, however, that the CONSULTANT shall not be obligated to defend or indemnify the CITY with respect to any such claims or damages arising out of the CITY's sole negligence.

14.2.2 The CITY's review, comment and observation of the CONSULTANT's work and performance of this Agreement shall in no manner constitute a waiver of the indemnification provisions of this Agreement.

14.2.3 The CONSULTANT agrees that it bears sole legal responsibility for its work and work product, and the work and work product of sub-consultants and their employees, and/or for CONSULTANT's performance of this Agreement and its work product(s).

14.3 Survival. Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Section 14.0 shall survive as if the Agreement were in full force and effect.

14.4 PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, THE CONSULTANT'S CORPORATION IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS AGREEMENT. NO INDIVIDUAL PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER, OR PRINCIPAL SHALL BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS CONTRACT.

15.0 Independent Contractor

15.1 The CONSULTANT undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance.

15.2 The CITY shall have no right to supervise the methods used, but the CITY shall have the right to observe such performance.

15.3 The CONSULTANT shall work closely with the CITY in performing Services under this Agreement.

15.4 The CONSULTANT shall not pledge the CITY's credit or make it a

guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and shall have no right to speak for or bind the CITY in any manner.

15.5 The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

16.0 **Authority to Practice**

16.1 The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

17.0 **Compliance with Laws**

17.1 In performance of the Services, the CONSULTANT will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards.

18.0 Subcontracting

18.1 The CITY reserves the right to accept the use of any proposed subcontractor or sub-consultant of the CONSULTANT (for purposes of this Section 18.0 referred to as a “subcontractor”), or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor.

18.2 If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the CITY. Failure of a subcontractor to timely or properly perform its obligations shall not relieve CONSULTANT of its obligations hereunder.

19.0 Federal and State Taxes

19.1 The CITY is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the CITY will provide an exemption certificate to the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the CITY, nor shall the CONSULTANT be authorized to use the CITY’s Tax Exemption Number in securing such materials.

20.0 Public Entity Crimes

20.1 The CONSULTANT understands and acknowledges that this Agreement with the CITY will be void, in the event the conditions under Section 287.133, Florida Statutes apply to the CONSULTANT, relating to conviction for a public entity crime.

21.0 CITY’s Responsibilities

21.1 The CITY shall be responsible for providing access to all CITY project sites, and providing information in the CITY’s possession that may reasonably be required by CONSULTANT, including existing reports, studies, financial information, and other required data that are available in the files of the CITY.

22.0 Termination of Agreement

22.1 This Agreement may be terminated by the CONSULTANT upon thirty (30) days prior written notice to the CITY in the event of substantial failure by the CITY to perform in accordance with the terms of the Agreement through no fault of the CONSULTANT.

22.2 This Agreement may be terminated by the CITY with or without cause immediately upon written notice to the CONSULTANT.

22.3 Unless the CONSULTANT is in breach of this Agreement, the CONSULTANT shall be paid for services rendered to the CITY’s satisfaction

through the date of termination.

22.4 After receipt of written notice of termination of this Agreement, and except as otherwise directed by the CITY, the CONSULTANT shall:

22.4.1 Stop work on the date and to the extent specified.

22.4.2 Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

22.4.3 Transfer all work in process, completed work, and other material related to the terminated work to the CITY.

22.4.4 Continue and complete all parts of the work that have not been terminated.

22.5 The CONSULTANT shall be paid for services actually rendered to the date of termination.

23.0 **Uncontrollable Forces (Force Majeure)**

23.1 Neither the CITY nor the CONSULTANT shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

23.2 Neither Party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch.

23.3 The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an Uncontrollable Force, give written notice to the other party describing the circumstances and Uncontrollable Forces preventing continued performance of the obligations of this Agreement.

24.0 Governing Law and Venue

24.1 This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Osceola County.

25.0 Non-Discrimination

25.1 The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

26.0 Waiver

26.1 A waiver by either the CITY or the CONSULTANT of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving Party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

27.0 Severability

27.1 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement.

27.2 Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

27.3 The Parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

27.4 The provisions of this Section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

28.0 Entirety of Agreement

28.1 The CITY and the CONSULTANT agree that this Agreement sets forth the entire understanding between the Parties as to the subject matter contained herein, and that there are no promises or understandings between the parties other than those stated herein.

28.2 This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the CITY and the CONSULTANT pertaining to the Services, whether written or oral.

29.0 Modification

29.1 This Agreement may not be modified, added to, superseded or otherwise altered unless such modifications, additions or other alterations are evidenced in writing signed by both the CITY and the CONSULTANT. Such modifications shall be in the form of a written Amendment executed by both Parties.

30.0 Successors and Assigns

30.1 The CITY and the CONSULTANT each binds itself and its partners, successors, assigns, executors, administrators and legal representatives to the other Party to this Agreement and to their partners, successors, executors, administrators, assigns, and legal representatives.

30.2 The CONSULTANT shall not assign this Agreement without the express written approval of the CITY by executed amendment, which approval may be withheld in the CITY's sole and absolute discretion.

30.3 In the event of a merger, the surviving corporation shall be substituted for the contracting party to this Agreement and such substitution shall be affirmed by the City of Kissimmee Commission by executed amendment.

31.0 Contingent Fees

31.1 The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

32.0 Truth-In-Negotiation Certificate

32.1 Execution of this Agreement by the CONSULTANT shall act as the execution of a Truth-in-Negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.

32.2 The said rates and costs shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate,

incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The CITY shall exercise its rights under this Certificate within one (1) year following payment.

33.0 Ownership of Documents

33.1 The CONSULTANT shall be required to cooperate with other consultants relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the CITY for its use and/or distribution as may be deemed appropriate by the CITY. The CONSULTANT is not liable for any damages, injury or costs associated with the CITY's use or distribution of these documents for purposes other than those originally intended by the CONSULTANT.

34.0 Access and Audits

34.1 The CONSULTANT shall maintain adequate records to justify all charges and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The CITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours at the CONSULTANT's place of business.

34.2 Misrepresentations of billable time or Reimbursable Expenses as determined by the City Auditor to the Commission shall result in the recovery of any resulting overpayments. The CITY's cost of recovery shall be the sole expense of the CONSULTANT, including accounting and legal fees, court costs and administrative expenses.

34.3 Intentional misrepresentations of billable hours and Reimbursable Expenses will be criminally prosecuted to the fullest extent of the law.

34.4 All invoices submitted are subject to audit and demand for refund of overpayment up to three (3) years following completion of all services related to this Agreement.

35.0 Notice

35.1 Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by Federal-Express or by Certified Mail, postage prepaid as follows:

As to City:

City of Kissimmee

Public Works & Engineering Department

Facilities Management Division

101 Church Street

Kissimmee, FL 34741
Attn: Purchasing Director

As to Consultant:

35.2 Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e.; printed) after 5:00 p.m., or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

35.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the CONSULTANT and the CITY.

36.0 **Service of Process**

As to City: City Attorney
City of Kissimmee
101 Church Street
Kissimmee, Florida 34741

As to Consultant: **BAKER BARRIOS ARCHITECTS, INC.**

37.0 **Key Personnel**

37.1 The CONSULTANT shall notify the CITY in the event of key personnel changes which might affect this Agreement. To the extent possible, notification shall be made within ten (10) days prior to any such changes. The CONSULTANT, at the CITY's request, shall remove without consequence to the CITY any subcontractor or employee of the CONSULTANT and replace him/her with another employee having the required skill and experience. The CITY has the right to reject proposed changes in key personnel.

The following personnel shall be considered key personnel:

Name:

Name:

38.0. **Annual Appropriations**

38.1 The CONSULTANT acknowledges that the CITY, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the CITY's performance and obligation to pay under this agreement is contingent upon annual appropriation.

39.0 **Intentionally Deleted**

40.0 **Unauthorized Alien(s)**

40.1 The CONSULTANT shall not employ or utilize unauthorized aliens in the performance of the Services. The CITY shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the CITY. The Form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" will be signed by the CONSULTANT and submitted as part of this Agreement.

40.2 To verify employee eligibility, the CONSULTANT may avail itself of a program by the U.S. Immigration and Customs Enforcement called E-Verify. E-Verify is an Internet-based system operated by U.S. Citizenship and Immigration Services (USCIS), part of the Department of Homeland Security (DHS), in partnership with the Social Security Administration (SSA). E-Verify is currently free to employers. E-Verify provides an automated link to Federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers.

41.0 **Limitation of Liability**

IN NO EVENT, SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY A PARTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

42.0 **Default and Remedy**

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

43.0 Attorneys' Fees and Costs

43.1 Except as stated in Section 14.2.1, above, in connection with any dispute or any litigation arising out of, or relating to this Agreement, each party shall be responsible for its own legal and attorneys' fees, costs and expenses, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

44.0 Public Records Law

44.1 CONSULTANT 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.

44.2 CONSULTANT shall keep and maintain public records required to perform the services contemplated by this Agreement, in accordance with Chapter 119, Florida Statutes "Public records" means all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency.

44.3 CONSULTANT 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 Construction Manager does not transfer the records to the CITY.

44.4 Questions regarding the application of Chapter 119, Florida Statutes, to the CONSULTANT's duty to provide public records relating to this Agreement, shall be directed to the CITY's Custodian of Public Records at 407-518-2308, cityclerkemail@kissimmee.org, and 101 Church Street, Kissimmee, Florida 34741.

45.0 **Americans with Disabilities Act**

45.1 The CONSULTANT shall conform its Drawings and Specifications to the requirements of the Americans with Disabilities Act Accessibility Guidelines (“ADAAG”), but CITY shall be responsible for compliance with the remaining provisions of the Americans with Disabilities Act (“ADA”). CITY and CONSULTANT further recognize that interpretations of ADA by governmental officials and/or courts of law may vary or change. Should such variance or change adopted after the date the 100% Design Development are completed, require the CONSULTANT to make the required modifications, such modifications shall be considered as Contingent Additional Services. Further, CITY acknowledges, that the ADA, including ADAAG, is a new law presenting numerous difficult interpretation issues. Accordingly, the CONSULTANT shall only be liable for gross negligence in connection with any allegation that its design does not properly comply with ADAAG.

46.0 **Additional Definitions**

46.1 **Contract Documents** means this Agreement, any CSA or CPO issued hereunder, the CITY’S contract with the Contractor, the Plans, Specifications, General Conditions and related Construction Documents or any other documents incorporated by reference.

46.2 **Cost of the Work** shall be the total cost or, to the extent the Project is not completed, the estimated cost to the CITY of all elements of the Project designed or specified by the CONSULTANT.

46.2.1 The Cost of the Work shall include the cost at current market rates of labor and materials furnished by the CITY and equipment designed, specified, selected or specially provided for by the CONSULTANT, including the costs of management or supervision of construction or installation provided by a separate construction manager or CONSULTANT.

46.2.2 The Cost of the Work does not include the compensation of the CONSULTANT and the CONSULTANT’S sub-consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the CITY.

46.3 **Final Completion** means that the following items have been completed or satisfied:

46.3.1 Construction of the Project is completed, in accordance with the contract documents and certified as such by the CITY and CONSULTANT.

46.3.2 The Project is suitable for full use and occupancy as determined by the CITY and CONSULTANT.

46.3.3 All Punchlist items have been completed or otherwise disposed of or accounted for to the CITY'S satisfaction and approval.

46.3.4 A final Certificate of Occupancy and all other permits and approvals required have been legally and validly issued.

46.3.5 All required guarantees, affidavits, releases, bonds and waivers, manuals, record drawings, warranties and maintenance books including the Final Completion form have been delivered to the CITY.

46.4 **Punch list** means a list of items of work to be completed and deficiencies to be corrected, which items shall not affect the attainment of Substantial Completion. Such items shall be complete or otherwise disposed of prior to final acceptance.

46.5 **Schedule of Values** means the schedule to be used as a basis for progress payments to be made to the Contractor by the CITY during performance of the work, based on the then current percentage of progress of construction of the Project, subject to the approval of the CONSULTANT.

46.6 **Substantial Completion** means the Contractor has ascertained that the work or portions thereof is ready for the CITY and CONSULTANT substantial completion inspection. It is understood that the Construction Manager will provide a list of incomplete items to the CITY and CONSULTANT prior to this inspection. After the CITY'S and CONSULTANT's inspection, the Contractor will prepare a schedule for a completion of the list, indicating completion dates for the CITY'S review. The CITY and CONSULTANT will issue a Certificate of Substantial Completion when the work on the Contractor's pre-substantial punch-list has been accomplished, to the best of the Contractor's ability.

46.7 **Substantial Completion Date** means the date, certified by the CONSULTANT, that the Project, or designated portion thereof, is sufficiently complete, in accordance with the Construction Documents and a Certificate of Occupancy issued, so that the CITY can reasonably occupy or utilize the Project, or designated portion thereof, for its intended use.

47.0 **Additional Terms and Conditions**

47.1 INSTRUMENTS OF SERVICE

47.1.1 Drawings, specifications and other documents, including those in electronic form, prepared by the CONSULTANT and the CONSULTANT'S sub-consultants are Instruments of Service for use solely with respect to this Project. The CONSULTANT and the CONSULTANT'S sub-consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

- 47.1.2 Upon execution of this Agreement, the CONSULTANT grants to the CITY a nonexclusive license to reproduce the CONSULTANT'S Instrument of Service and thereafter use the same solely for purposes of constructing, using and maintaining, repairing and making additions and modifications to the Project, provided that the CITY shall comply with all obligations, including prompt payment of all sums when due, under the Agreement. The CONSULTANT shall obtain similar nonexclusive licenses from the CONSULTANT'S sub-consultants consistent with this Agreement. Any termination of this Agreement prior to completion of the Project shall terminate the license. Upon such termination, the CITY shall refrain from making further reproductions of Instrument of Service. If and upon the date the CONSULTANT is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the CITY to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.
- 47.1.3 Except for the licenses granted in Section 47.1.2, no other license or right shall be deemed granted or implied under this Agreement. The CITY shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the CONSULTANT. However, the CITY shall be permitted to authorize the Contractor, Subcontractors, and sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service to and for use in their execution of the Work by license granted in Section 47.1.2. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the CONSULTANT and the CONSULTANT'S sub-consultants. The CITY agrees to pay the CONSULTANT a reasonable, mutually agreed upon amount for any reuse of the designs, drawings or specifications beyond this Agreement. The CITY shall not be responsible to pay the CONSULTANT for the use of the designs, drawings or specifications when used for reference purposes only.
- 47.1.4 If the CONSULTANT is required to deliver any services hereunder in the form of electronic encoded media, the printed representation of such media furnished by the CONSULTANT shall be the official records of the CONSULTANT'S service provided upon completion of the services and payment in full. The CITY shall have a right to rely on such printed representation in connection with any subsequent modification of such electronic media and agrees to hold the CONSULTANT harmless from all cost and expense, including attorney's fees, from claims which arise out of modification or re-use of such electronic media or printed representation by or on behalf of the CITY without the CONSULTANT'S consent. Under no

circumstances shall transfer of drawings and other instruments of service on electronic media for use by the CITY, be deemed a sale by the CONSULTANT, and the CONSULTANT makes no warranties of merchantability or fitness for a particular purpose.

47.2 CHANGE IN SERVICES

47.2.1 Change in Services of the CONSULTANT, including services required of the CONSULTANT'S sub-consultants may be accomplished after execution of this Agreement, without invalidating the Agreement, if mutually agreed in writing, if required by circumstances beyond the CONSULTANT'S control, or if the CONSULTANT'S services are affected as described in Section 47.2B-2. In the absence of mutual agreement in writing, the CONSULTANT shall notify the CITY prior to providing such services. If the CITY deems that all or part of such Change in Services is not required, the CITY shall give prompt written notice to the CONSULTANT, and the CONSULTANT shall have no obligation to provide those services. Except for a change due to fault of the CONSULTANT, Change in Services of the CONSULTANT shall entitle the CONSULTANT to an adjustment in compensation pursuant to Section 9.8, and to any Reimbursable Expenses described in Section 10.0.

47.2.2 If any of the following circumstances affect the CONSULTANT'S services for the Project, the CONSULTANT shall be entitled to an appropriate adjustment in the CONSULTANT'S schedule and compensation:

47.2.2.1 Change in the instructions or approvals given by the CITY that constitute material changes to the Project parameters set forth above and which necessitate revisions in Instruments of Service;

47.2.2.2 Enactment or revision of codes, laws or regulations or official interpretations, which necessitate changes to previously prepared Instruments of Service;

47.2.2.3 Significant change in the Project including, but not limited to, size, quality, complexity, the CITY'S schedule or budget, or procurement method;

47.2.2.4 Preparation for and attendance at a public hearing, a dispute resolution proceeding or a legal proceeding except where the CONSULTANT is party thereto.

47.3 ACCELERATED COMPLETION OF DESIGN PACKAGES. In order to minimize construction problems and change orders, the CONSULTANT's standard practice requires the completion of detailed working drawings, submission for review and comment by reviewing agencies and incorporation of those comments and/or changes prior to bidding and entering into firm construction contracts. However, CITY may choose to accelerate the completion of the Project so that it may be

completed in a shorter time period than would normally be required. Should the CITY choose to make this selection, it shall not be considered Fast Track, or in any way relieve the CONSULTANT of its responsibilities and obligations set forth herein.

**(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK; THE
AGREEMENT CONTINUES ON THE FOLLOWING PAGE
WITH THE PARTIES' SIGNATURES.)**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

Attest:

Linda Hansell
CITY CLERK



By: Linda S. Hansell
City Clerk

CITY OF KISSIMMEE,
a Municipal Corporation of the
State of Florida

By: Olga Gonzalez
Mayor
City of Kissimmee Commission

Date Approved by Commission: 02/20/2024

Reviewed as to form and legal sufficiency:

Olga Sanchez de Fuentes
City Attorney's Office Date

Attest:

[Signature]
Corporate Secretary

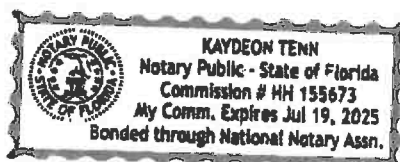
CONSULTANT

By: [Signature]
Title: Managing Partner - Orlando

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 18 day of January, 2024, by means of ☒ physical presence or ☐ online notarization, by (name of person) as (type of authority) for (name of party on behalf of whom instrument was executed), a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:



Notary: [Signature]
Print Name: Kaydeon Tenn
My Commission Expires: July 19, 2025

EXHIBIT "A"



ORLANDO

2024 Hourly Rates

189 S. ORANGE AVE.

SUITE 1700

ORLANDO, FLORIDA

32801

407.926.3000

AA0002981 | LC26000427

COMMERCIAL

CORPORATE

EDUCATION

ENTERTAINMENT

HEALTHCARE

HOSPITALITY

INDUSTRIAL

MIXED-USE

RESIDENTIAL

RETAIL

SENIOR LIVING

SPORTS & RECREATION

Architectural Design Services

Executive / President / Vice President	(AR7)	\$350
Managing Partner/ Managing Principal	(AR6)	\$300
Practice Leader / Principal	(AR5)	\$250
Sr. Architect / Sr. Designer / Sr. Project Manager	(AR4)	\$200
Architect / Sr. Drafter / Project Manager	(AR3)	\$165
Project Architect	(AR2)	\$145
Drafter / Graduate Architect	(AR1)	\$100
Intern Architect (Internship)	(AR0)	\$90

Landscape Architectural Design Services

Practice Leader / Principal	(LA5)	\$250
Sr. Architect / Sr. Designer / Sr. Project Manager	(LA4)	\$190
Project Architect / Sr. Drafter / Project Manager	(LA3)	\$160
Architect	(LA2)	\$130
Drafter	(LA1)	\$100
Intern Architect (Internship)	(LA0)	\$85

Interior Design Services

Practice Leader / Principal	(ID5)	\$250
Sr. Interior Designer	(ID4)	\$200
Interior Designer	(ID3)	\$165
Project Designer	(ID2)	\$130
Drafter / Graduate Interior Designer	(ID1)	\$100
Intern Interior Designer (Internship)	(ID0)	\$90

Quality Assurance

Sr. Quality Assurance Specialist	(QA2)	\$175
Quality Assurance Specialist	(QA1)	\$140

Other

Director of Special Projects	(DSP)	\$250
Computer Support	(IT1)	\$130
Graphics	(GD1)	\$90
Administrative Support	(AM1)	\$100
Business Development	(BD4)	\$250
Marketing	(MA4)	\$250

1.1.24

HOURLY RATE SCHEDULE

EXHIBIT "B"

SCOPE OF SERVICES

In accordance with Sections 2.3 and 8.1 of the Agreement, in addition to any other Services described in the Agreement, the RFQ, and the CONSULTANT's responsive proposal thereto, the CONSULTANT may also be authorized to perform any or all of those services set forth and further described below. In the event the CITY requests the CONSULTANT to furnish and perform any of the services listed and described in this Exhibit "B", those services shall be listed and incorporated in the applicable CSA or CPO issued for a particular Project.

ALL PHASES:

1. PROJECT ADMINISTRATION AND MANAGEMENT SERVICES

1.1. Project Administration services consisting of administrative functions including:

- 1.1.1. Project Decision Structure
- 1.1.2. Project Directory
- 1.1.3. Consultation
- 1.1.4. Research
- 1.1.5. Communications; Meeting Minutes, Meeting Agendas (For meetings called by CONSULTANT during the Design phases of the project)
- 1.1.6. Direction of the work of architectural, engineering and other consultant personnel

1.2. Disciplines Coordination/Document Checking consisting of:

- 1.2.1. Coordination between the architectural work and the work of engineering and their disciplines involved in the Project.
- 1.2.2. Review and checking of documents prepared for the Project by the CONSULTANT and the CONSULTANT's Consultants.

1.3. Agency Consulting/Review/Approval services, including:

- 1.3.1. Agency consultants
 - 1.3.1.1. City agencies
 - 1.3.1.2. Regional agencies
 - 1.3.1.3. State agencies
- 1.3.2. Research of critical applicable regulations.
- 1.3.3. Preparation of written and graphic explanatory materials.

1.4. Owner Coordination, including:

- 1.4.1. Review and coordination of data furnished for the Project as a responsibility of the Owner.

1.5. Schedule Development/Monitoring Services, including:

1.5.1. Participate in establishment and updating of design schedule in conjunction with CM for the performance of the CONSULTANT's services throughout the design of the project. Key decision-making points will be identified on this schedule.

1.6. Presentation services consisting of presentations and recommendations by the CONSULTANT to the following client representatives:

- 1.6.1. City of Kissimmee Commission
- 1.6.2. Executive Task Force
- 1.6.3. User group(s)
- 1.6.4. Construction Manager

PHASE I PROGRAMMING & MASTER PLANNING

2. NEEDS ASSESSMENT/DATA COLLECTION

2.1. Space Needs Assessments

- 2.1.1. Macro Level Space Requirements Analysis
- 2.1.2. Macro Level Adjacency Requirements
- 2.1.3. Parking Analysis

2.2. Analysis of the site and its surroundings to include the following:

- 2.2.1. Land Utilization
- 2.2.2. Building locations
- 2.2.3. Utility Systems
- 2.2.4. Surface and subsurface conditions (By Owner)
- 2.2.5. Vegetation (By Owner)
- 2.2.6. Survey (By Owner)
- 2.2.7. Land Use Restrictions
- 2.2.8. Historical analysis
- 2.2.9. Stormwater retention/detention areas

3. FUNCTIONAL PROGRAMMING

3.1. Prepare a detailed architectural program based on the scope established in Phase I to include the following services:

- 3.1.1. Functional Requirements Analysis
- 3.1.2. Interior Development Guidelines
- 3.1.3. Space Standards
- 3.1.4. Preliminary Program Space Estimates
- 3.1.5. Space and Equipment Program
- 3.1.6. Special Building System Requirements
- 3.1.7. Micro-Adjacency Requirements

- 3.1.8. Prepare Final Draft Program
- 3.1.9. Prepare Final Program Report

4. MASTER PLANNING

- 4.1 Prepare three different conceptual approaches for housing the space and parking requirements validated in the Needs Assessment. Include the following information, at a minimum:
 - 4.1.1 Existing facility renovation recommendations
 - 4.1.2 Site development planning issues (land utilization, pedestrian and vehicular circulation, parking, areas for expansion, stormwater retention/detention and landscape forms)
 - 4.1.3 Architectural concepts. The architectural concepts will include blocking and stacking diagrams, massing studies and character sketches.

PHASE II: DESIGN/ BIDDING/CONSTRUCTION ADMINISTRATION SERVICES

5. DESIGN SERVICES

5.1. Architectural Design/Documentation:

- 5.1.1. During the Schematic Design Phase, responding to program requirements and preparing:
 - 5.1.1.1. Conceptual Planning/Massing Options
 - 5.1.1.2. Final Conceptual Site and Building Plans
 - 5.1.1.3. Preliminary Sections and Elevations
 - 5.1.1.4. Preliminary Selection of Building Systems and Materials
 - 5.1.1.5. Development of Approximate Dimensions, Areas and Volumes
 - 5.1.1.6. Perspective sketch – eye level
 - 5.1.1.7. Study model
- 5.1.2. During the Design Development Phase consisting of continued development and expansion of architectural Schematic Design Documents to establish the final scope, relationships, forms, size and appearance of the Project through:
 - 5.1.2.1. Plans, sections and elevations
 - 5.1.2.2. Typical construction details
 - 5.1.2.3. Three-dimensional sketch
 - 5.1.2.4. Study model
 - 5.1.2.5. Final materials selection
 - 5.1.2.6. Equipment layouts
- 5.1.3. During the Contract Documents phase consisting of preparation of Drawings and Specifications based on approved Design Development documents setting forth in detail the architectural construction requirements for the Project.

5.2. Structural Design/Documentation:

- 5.2.1. During the Schematic Design Phase consisting of recommendations regarding basic structural materials and systems, analyses, and development of conceptual design solutions for:
 - 5.2.1.1. A structural system
 - 5.2.1.2. Alternate structural systems, if required
- 5.2.2. During the Design Development phase consisting of continued development of the specific structural system and Schematic Design documents in sufficient detail to establish:
 - 5.2.2.1. Basic structural system and dimensions
 - 5.2.2.2. Final structural design criteria
 - 5.2.2.3. Foundation design criteria
 - 5.2.2.4. Preliminary sizing of major structural components
 - 5.2.2.5. Critical coordination clearances
- 5.2.3. During the Contract Documents phase consisting of preparation of final structural engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the structural construction requirements for the Project.

5.3. Mechanical Design/Documentation:

- 5.3.1. During the Schematic Design phase, prepare a narrative, consisting of consideration of alternate materials, systems and equipment, and development of conceptual design solutions for:
 - 5.3.1.1. Energy source(s)
 - 5.3.1.2. Energy conservation and controls system concepts
 - 5.3.1.3. Heating and ventilating (systems selections and conceptual sizing and configuration analysis.)
 - 5.3.1.4. Air conditioning (systems selections and conceptual sizing and configuration analysis.)
 - 5.3.1.5. Plumbing
 - 5.3.1.6. Fire protection
 - 5.3.1.7. General space requirements
- 5.3.2. During the Design Development phase consisting of continued development and expansion of mechanical Schematic Design documents and development of outline Specifications or materials lists to establish:
 - 5.3.2.1. Approximate equipment sizes and capacities
 - 5.3.2.2. Preliminary equipment layouts
 - 5.3.2.3. Required space for equipment
 - 5.3.2.4. Required chases and clearances
 - 5.3.2.5. Acoustical and vibration control
 - 5.3.2.6. Visual impacts
 - 5.3.2.7. Energy conservation measures

- 5.3.3. During the Contract Documents phase consisting of preparation of final mechanical engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the mechanical construction requirements for the Project.

5.4. Electrical Design/Documentation

- 5.4.1. During the Schematic Design Phase, prepare a narrative, consisting of consideration of alternate systems, recommendations regarding basic electrical materials, systems and equipment, analyses, and development of conceptual solutions for:
 - 5.4.1.1. Power service and distribution
 - 5.4.1.2. Lighting
 - 5.4.1.3. Communication and data outlet location systems
 - 5.4.1.4. Fire detection and alarms
 - 5.4.1.5. General space requirements
 - 5.4.1.6. Audio/Visual systems
- 5.4.2. During the Design Development phase consisting of continued development and expansion of electrical Schematic Design documents and development of outline Specifications or materials lists to establish:
 - 5.4.2.1. Criteria for lighting, electrical and communications systems
 - 5.4.2.2. Approximate sizes and capacities of major components
 - 5.4.2.3. Preliminary equipment layouts
 - 5.4.2.4. Required space for equipment
 - 5.4.2.5. Required chases and clearances
- 5.4.3. During the Contract Documents phase, consisting of preparation of final electrical engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the electrical requirements for the Project.

5.5. Civil Design/Documentation:

- 5.5.1. During the Schematic Design phase consisting of consideration of alternate materials and systems and development of conceptual design solutions for:
 - 5.5.1.1. On-site utility systems
 - 5.5.1.2. Fire protection systems
 - 5.5.1.3. Drainage systems
 - 5.5.1.4. Paving
- 5.5.2. During the Design Development phase consisting of continued development and expansion of civil Schematic Design documents and development of outline Specifications or materials lists to establish the final scope of and preliminary details for on-site civil engineering work.

- 5.5.3. During the Contract Documents phase, consisting of preparation of final civil engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the civil construction requirements for the Project.
- 5.5.4. Permit applications required for Water Distribution, Sewage Collection and Stormwater/Environment Management (Local, State, and Federal) shall be prepared for execution by the Owner. Permit applications to be paid by Owner. All necessary reports and drawings will be prepared to accompany the permit applications. Two meetings per agency as required to secure permits is included in services. City shall designate individual who has authority to sign permit applications.

5.6. Landscape Design/Documentation:

- 5.6.1. During the Schematic Design phase, prepare narrative conceptual design solutions, which will be developed for land forms, hardscape, lawns and plantings based on program requirements, physical site characteristics, design objectives and environmental determinants.
- 5.6.2. During the Design Development phase, Schematic Design documents will be further developed including outline Specifications and materials lists to establish final scope and preliminary details for landscape work.
- 5.6.3. During the Contract Documents phase, the Drawings and Specifications based on approved Design Development documents, setting forth in detail the landscape and hardscape construction requirements for the Project will be prepared.

5.7. Interior Design/Documentation:

- 5.7.1. During the Schematic Design phase consisting of space allocation and departmental utilization plans based on functional relationships:
 - 5.7.1.1. Types and qualities of finishes and materials for furniture, furnishings, and equipment.
- 5.7.2. During the Design Development phase consisting of continued development and expansion of interior Schematic Design documents and development of outline Specifications or materials lists to establish final scope and preliminary details relative to:
 - 5.7.2.1. Interior construction of the Project
 - 5.7.2.2. Special interior design features
 - 5.7.2.3. Space planning
 - 5.7.2.4. Materials, finishes and colors
 - 5.7.2.5. Furniture and equipment layouts

- 5.7.3. During the Contract Documents phase consisting of preparation of Drawings, Specifications and other documents based on approved Design Development documents, setting forth in detail the requirements for interior construction and furniture, furnishings and equipment for the Project.
- 5.8. **Environmental Graphic Design Services:** The scope shall include interior and exterior sign types and graphic elements to provide a comprehensive and cohesive signage and wayfinding system for users of the facility.
 - 5.8.1. Design Development:
 - 5.8.1.1. Consider design approaches; determine elements needed for identity, information and wayfinding.
 - 5.8.1.2. Begin development of sign prototypes.
 - 5.8.1.3. Develop preliminary location plans.
 - 5.8.2. Construction document preparation.
 - 5.8.3. Construction observation and submittal review.
 - 5.8.4. Interior sign types to include:
 - 5.8.4.1. Primary room ID (changeable name inserts in some locations).
 - 5.8.4.2. Restroom ID.
 - 5.8.4.3. Stairway ID and stairway level ID.
 - 5.8.4.4. Building Code required ID.
 - 5.8.4.5. Fire exit plan.
 - 5.8.4.6. Building directories.
 - 5.8.5. Exterior sign types include:
 - 5.8.5.1. Main entrance identification.
 - 5.8.5.2. Vehicular directional.
 - 5.8.5.3. Regulatory / Warning identification.
 - 5.8.5.4. Parking areas; handicap parking, authorized vehicles, visitor parking, etc.
 - 5.8.6. Donor Recognition / Dedication Plaques – Prepare conceptual designs illustrating a graphic solution to recognize a significant donor for the facility.
- 5.9. **Materials Research/Specifications:**
 - 5.9.1. During the Schematic Design phase consisting of:
 - 5.9.1.1. Identification of potential materials, systems and equipment and their criteria and quality standards consistent with the conceptual design.
 - 5.9.1.2. Investigation of availability and suitability of alternative materials, systems and equipment.
 - 5.9.2. During the Design Development phase consisting of activities by in-house personnel in:
 - 5.9.2.1. Development of architectural and engineering project specific draft Specifications or itemized lists and brief form identification of significant architectural materials, systems and equipment, including their criteria and quality standards.
 - 5.9.2.2. Coordination of similar activities of other disciplines.

5.9.2.3. Production of design manual including design criteria and outline specifications or material lists.

5.9.3. During the Contract Documents phase consisting of activities of in-house architectural personnel in:

5.9.3.1. Review of the development and preparation of bidding and procurement information prepared by the Construction Manager.

5.9.3.2. Assistance to the Owner and their agents in review of the Conditions of the Contract (General, Supplementary and other Conditions).

5.9.3.3. Development and preparation of architectural Specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

5.9.3.4. Coordination of the development of Specifications by other disciplines.

5.9.3.5. Compilation of Project Manual including Conditions of the Contract, bidding and procurement information and Specifications.

5.10. At the conclusion of each Design Phase (Schematic Design, Design Development and Construction Document) the Architect/Engineer shall provide the Owner with two (2) sets of drawings and specifications. At the conclusion of Construction Documents one set of reproducibles will also be made available to the City for printing of Bid Documents by the City or the Construction Manager.

6. BIDDING OR NEGOTIATION SERVICES

6.1. **Bidding Materials services** consisting of organizing and handling Bidding Documents for:

6.1.1. Coordination

6.1.2. Reproduction by Owner

6.1.3. Completeness review

6.2. **Addenda services** consisting of preparation and distribution of Addenda as may be required during bidding or negotiation and including supplementary Drawings, Specifications, instructions and notice(s) of changes in the bidding schedule and procedures.

6.3. **Bidding/Negotiation services** consisting of:

6.3.1. Responses to questions from Bidders and clarifications or interpretations of the Bidding Documents.

6.4. **Analysis of Alternates/Substitutions** consisting of consideration, analyses, comparisons, and recommendations relative to alternates or substitutions proposed by Bidders or proposers either prior to or subsequent to receipt of Bids or proposals.

7. CONSTRUCTION ADMINISTRATION

- 7.1. Submittal Services** consisting of:
 - 7.1.1. Processing of submittals, including receipt, review of, and appropriate action on Shop Drawings, Product Data, Samples and other submittals required by the Contract Documents.
 - 7.1.2. Distribution of submittals to Construction Manager.
 - 7.1.3. Related communications.
- 7.2. Observation services** consisting of periodic visits by the Project Manager or Project CONSULTANT to the site at intervals appropriate to the state of the work or as otherwise agreed by the Owner and CONSULTANT in writing to become generally familiar with the progress and quality of the Work completed and to determine in general if the Work when completed will be in accordance with Contract Documents; preparing related reports and communications, and attendance at progress review meetings at the site.
 - 7.2.1. Periodic site visits by other staff to observe the progress of the project.
- 7.3. Responses to Requests for Information (RFI)**
 - 7.3.1. Responding to requests for clarifications or additional information related to the Contract Documents.
- 7.4. Supplemental Documentation services** consisting of:
 - 7.4.1. Preparation, reproduction and distribution of supplemental Drawings, Specifications and interpretations in response to requests for clarification by Construction Manager or the Owner.
 - 7.4.2. Providing guidance to the Construction Manager in conjunction with the Owner -relative to changed requirements and schedule revisions.
- 7.5. Quotation Requests/Change Orders** consisting of:
 - 7.5.1. Preparation, reproduction and distribution of Drawings and Specifications to describe Work to be added, deleted or modified. Changes shall be clearly defined.
 - 7.5.2. Review of proposals from Construction Manager for reasonableness of quantities and costs of labor and materials.
 - 7.5.3. Review and recommendations relative to changes in time for Substantial Completion.
 - 7.5.4. Review on Owner's behalf relative to costs of Work proposed to be added, deleted or modified.
 - 7.5.5. Assisting in the preparation of appropriate Modifications of the Contract(s) for Construction.

7.5.6. Coordination of communications, approvals, notifications and record- keeping relative to changes in the Work.

7.6. Contract Cost Accounting services consisting of:

7.6.1. Review of records of payments on account of the Contract Sum and all changes thereto.

7.6.2. Evaluation of Applications for Payment and certification thereof.

7.6.3. Review and evaluation of expense data submitted by the Construction Manager for Work under cost-plus-fee arrangements.

7.7. Interpretations and Decisions consisting of:

7.7.1. Review of claims, disputes, or other matters between the Owner and Construction Manager relating to the execution or progress of the Work as provided in the Contract Documents.

7.7.2. Rendering written decisions.

7.8. Project Closeout services initiated upon notice from the Construction Manager that the Work, or a designated portion thereof which is acceptable to the Owner, is sufficiently complete in accordance with the Contract Documents to verify the list submitted by the Construction Manager of items to be completed or corrected.

7.8.1. Review with the Owner's representative for conformity of the Work to the Contract Documents to verify the list submitted by the Construction Manager of items to be completed or corrected.

7.8.2. Recommendation of the amounts to be withheld until final completion.

7.8.3. Securing and receipt of consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment(s).

7.8.4. Issuance of Certificate(s) of Substantial Completion.

7.8.5. Inspection(s) upon notice by the Construction Manager that the Work is ready for final inspection and acceptance.

7.8.6. Final inspection with the Owner's representative to verify final completion of the Work.

7.8.7. Securing and receipt of consent of surety or sureties, if any, to the making of final payment(s).

7.8.8. Issuance of final Certificate(s) for Payment.

7.8.9. Final inspection of Water Distribution, Sewage Collection and Stormwater/ Environmental Management Facilities. Preparation of certifications to agencies along with record documents prepared based upon record information supplied by the Construction Manager. Services include one final inspection for each certification.

8. POST-CONSTRUCTION SERVICES

8.1. Record Drawing services consisting of:

- 8.1.1. Making arrangements for obtaining from Construction Manager information in the form of marked-up prints, drawings and other data certified by them on changes made during performance of the Work, including Change Directives, RFI's, ASI's, etc.
- 8.1.2. Review of general accuracy of information submitted and certified by the Construction Manager.
- 8.1.3. Preparation of record drawings electronically based on certified information furnished by the Construction Manager.
- 8.1.4. Transmittal one set of full-size reproducible record drawings and general data, appropriately identified, to the Owner and others as directed. Two copies of all electronic data including CADD drawings on CD.

8.2. Warranty Review consisting of:

- 8.2.1. Consultation with and recommendation to the Owner during the duration of warranties in connection with inadequate performance of materials, systems and equipment under warranty.
- 8.2.2. Inspection(s) prior to expiration of the warranty period(s) to ascertain adequacy of performance of materials, systems and equipment.
- 8.2.3. Documenting defects or deficiencies and assisting the Owner in preparing instructions to the Construction Manager for correction of noted defects.

9. ADDITIONAL SERVICES/EXPENSES (not included in the base fee):

9.1. Owner-Provided Services:

- 9.1.1. Environmental assessment of site, if necessary.
- 9.1.2. Environmental assessment of existing facilities to be renovated and/or demolished, and the removal of any hazardous material, if necessary.
- 9.1.3. Printing of all Contract Documents issued for bidding and construction.
- 9.1.4. Distribution of Contract Documents to Construction Manager for estimating and bidding purposes.

9.2. Mock-Up Services relating to any space for study during the design phases and consisting of:

- 9.2.1. Design and documentation for the required mock-up.
- 9.2.2. Construction administration of mock-up construction activities.
- 9.2.3. Arrangements for testing performance of mock-up.
- 9.2.4. Review, analysis and reporting of results.

9.3. Prepare an Inventory of existing furniture and equipment that will be placed in the new facilities.

9.4. Value Engineering – Value engineering is the detailed, systematic review of the design concepts, construction techniques, materials and building types associated with a project solely in terms of life cycle costs in an attempt to obtain optimum

value for every dollar spent. If Owner chooses to engage in value engineering, Owner shall either retain the services of an independent Value Engineer ("VE") to perform the above review services to be complete at a stage no later than the completion of schematic design, or may pay a mutually negotiated sum "at the time the services are requested" to CONSULTANT to perform the above review services at a stage later than the completion of schematic design, Owner acknowledges that schedule and cost impacts may occur.

9.4.1. If Owner chooses to retain an independent VE, all recommendations of the VE shall be given to CONSULTANT for its review and adequate time will be provided for CONSULTANT to respond to these recommendations. CONSULTANT may be compensated as an additional service for time spent to review the recommendations of the VE and to incorporate those accepted by both Owner and CONSULTANT. Objections to any recommendations made by the VE shall be stated in writing. Owner agrees that CONSULTANT shall not be responsible for any damage, cost or liability which arises in connection with or as a result of the incorporation of such design changes.

9.5. **Commissioning** – The performance of a functional and operational check of all systems and equipment to verify the installation is performing to the design criteria. CONSULTANT would prepare this service in conjunction with an independent contractor experienced in such activities.

9.6. **Structural Blast Resistance** - Analysis of building structural systems to resist loads imposed by blast forces on exterior of facility. This would require an additional blast consultant to be obtained.

9.7. **Security Systems:** The Security portion of the project will include the design and documentation of Electronic Security System from Schematic Design through Construction Administration Services. The Electronic Security System will include intrusion detection, access control, electronic door control and monitoring, operational intercom, fixed duress alarms, monitoring and control panels, CCVE systems, control room layouts, rough-ins for x-ray screening/magnetometer at entry lobby, and parcel screening. As part of the overall security plan CONSULTANT will provide a site analysis to determine passive security measures to be incorporated for the facility. Deliverables for the above scope for each task are as listed below.

9.7.1. **Schematic Design (SDs):** CONSULTANT will provide a written security narrative describing the Electronic Security System, reflecting the design approach based on program requirements. In addition, CONSULTANT will provide two people for a one day on site Security Workshop to validate the security program and establish the design intent.

9.7.2. **Design Development (DDs):** CONSULTANT will provide job specific draft specifications of the Electronic Security System including plans indicating device locations, and outline specifications, and equipment selections reflecting design approach. CONSULTANT will provide one person for 1

day to attend an on-site design review with the Owner and Design Team members to review the Electronic Security System Design Development documents.

- 9.7.3. **Construction Documents (CDs):** Upon completion of this review, CONSULTANT will provide completed biddable documents including plans, details, schedules, riser diagrams, and specifications required to fully document the Electronic Security System. In addition, CONSULTANT will provide, at the completion of the Construction Documents phase, two (2) copies of a Design Information Manual (DIM) outlining major equipment selections utilized as the basis of design for the Electronic Security Systems. CONSULTANT will conduct mid-point design review with Owner and Design Team members to review the Electronic Security Construction Documents.
- 9.7.4. **Bidding:** CONSULTANT will review all questions related to the Electronic Security System submitted, and provide answers in written addendum as required.
- 9.7.5. **Construction Administration (CA):** CONSULTANT will provide one person for four, one day intermediate site visits during construction. In addition, upon written notification of substantial completion CONSULTANT will provide two persons for one day (16 hours total) to review and test the Electronic Security System.
 - 9.7.5.1. Included in this phase of work is the review of security shop drawing submittals and written responses to security RFI from the contractor.
 - 9.7.5.2. Deliverable for this phase of work will include a written field report for the intermediate site visits, and a final report and punch list of the site visit made following written notice of substantial completion.
- 9.7.6. **Expanded Security System Design -** The following systems and services can be provided in addition to the Electronic Security Design defined in previous sections:
 - 9.7.6.1. Assistance Stations
 - 9.7.6.2. Parking Area Equipment (cameras, card access control)
 - 9.7.6.3. Wireless Duress
 - 9.7.6.4. Hydraulic Barriers
 - 9.7.6.5. Biometrics
 - 9.7.6.6. Perimeter protection systems
 - 9.7.6.7. Post Construction Services: CONSULTANT will provide two people for one day (16 hours total) to conduct a pre-warranty expiration review of the electronic security system. The review will focus on inspection of equipment, operational functions, defects or deficiencies within the system and will be documented in report form and issued to the owner.



EXHIBIT C

SCHEDULE OF REIMBURSABLES

1. Reproduction Cost			
A.	Regular Copying	Single Side	Double
	Sided		
	8 ½ x 11 (black & white)	\$ 0.15/page	\$ 0.25/sheet
	8 ½ x 11 (color).....	\$ 0.30/page	\$ 0.40/sheet
	8 ½ x 14 (black & white)	\$ 0.15/page	\$ 0.25/sheet
	8 ½ x 14 (color).....	\$ 0.30/page	\$ 0.40/sheet
	11 x 17 (black & white)	\$ 0.25/page	\$ 0.35/sheet
	11 x 17 (color).....	\$ 0.40/page	\$ 0.50/sheet
	9 ½ x 24 Single Side Only	\$ 1.00/page	
	17 x 22 Single Side Only	\$ 2.00/page	
	18 x 24 Single Side Only	\$ 2.00/page	
	24 x 36 Single Side Only	\$ 3.00/page	
	30 x 30 Single Side Only	\$ 5.00/page	
	32 x 34 Single Side Only	\$ 5.00/page	
	Other sizes-per square inch.....	\$ 0.03/page	
	Compact Digital Disk	\$ 6.00/disk	
B.	Blueprint Copy	\$10.00/page	
2. Subcontractor Services		Actual Costs	
3. Special Consultants		Actual costs	
4. Telecommunications			
	A. Local	Non-reimbursable	
	B. Non-Local	Actual Costs	
5. Computer Services		Non-reimbursable	
6. Travel Expenses		In accordance with Chapter 112.061, F.S.; and further defined in the City of Kissimmee Employee Handbook	
7. Postage, Fed Express, UPS		Actual Costs	
8. Pre-approved Equipment			
	(includes purchase and rental of equipment used in project)	Actual Costs	

EXHIBIT D

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

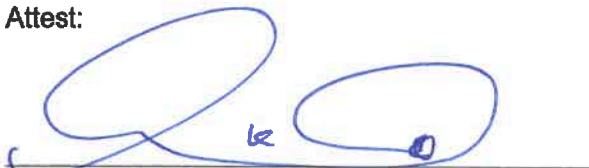
SOLICITATION NO.: RFP2023-006 PROJECT NAME: Architectural and Engineering Services

THE CITY OF KISSIMMEE, a MUNICIPAL CORPORATION OF THE STATE OF FLORIDA (CITY), WILL NOT INTENTIONALLY AWARD CITY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) (SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

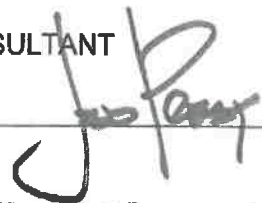
THE CITY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY THE CITY.

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Attest:


Corporate Secretary

CONSULTANT

By: 

Title: Managing Partner - Orlando

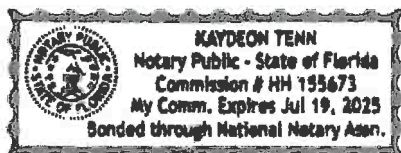
STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 18 day of January, 2024, by means of ☒ physical presence or ☐ online notarization, by (name of person) as (type of authority) for (name of party on behalf of whom instrument was executed), a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

Notary: 
Print Name: Kaydeon Tenn
My Commission Expires: July 19, 2025



ITEM 8.A

(DKCRA) Downtown Kissimmee CRA Logo Design Public Survey Results

Request

Request that the Downtown Kissimmee CRA (DKCRA) Board adopt the Downtown Kissimmee CRA logo design developed by the City's Creative Design Team, following the public survey.

Explanation

At a previous presentation, the DKCRA Board requested that the City of Kissimmee's Creative Design Team collect public input to help determine which DKCRA logo concept should be selected as the official Downtown Kissimmee CRA logo.

In response, the City's Creative Design Team incorporated the final adjustments requested by the Board, developed and launched an online public survey, and implemented a targeted outreach effort to encourage participation. The survey was promoted through City communication channels, including social media, paid advertising, and local media outreach, to increase awareness and maximize response volume.

Staff will provide an overview of the survey results and will be available to answer any questions the Board may have.

Recommendation

Approval of one of the proposed logo concepts for use by the Economic Development Department as part of the Downtown Kissimmee Brand Strategy and the Brand Implementation and Evaluation Plan.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Manager

Presenter: Josh Daniel

Attachment(s):

1. DKCRA Logo Re-design StratCommCreative Survey Results



Downtown Kissimmee CRA Logo Survey Results

Strategic Communications & Creative Design

OUR OUTREACH

- SOCIAL MEDIA POSTS ON FACEBOOK, INSTAGRAM, AND X
- INSTAGRAM AND FACEBOOK STORIES COORDINATED WITH POSITIVELY OSCEOLA AND KISSIMMEE MAINSTREET FOR EXPANDED COMMUNITY OUTREACH

RESULTS:

12,359 VIEWS

362 ENGAGEMENTS

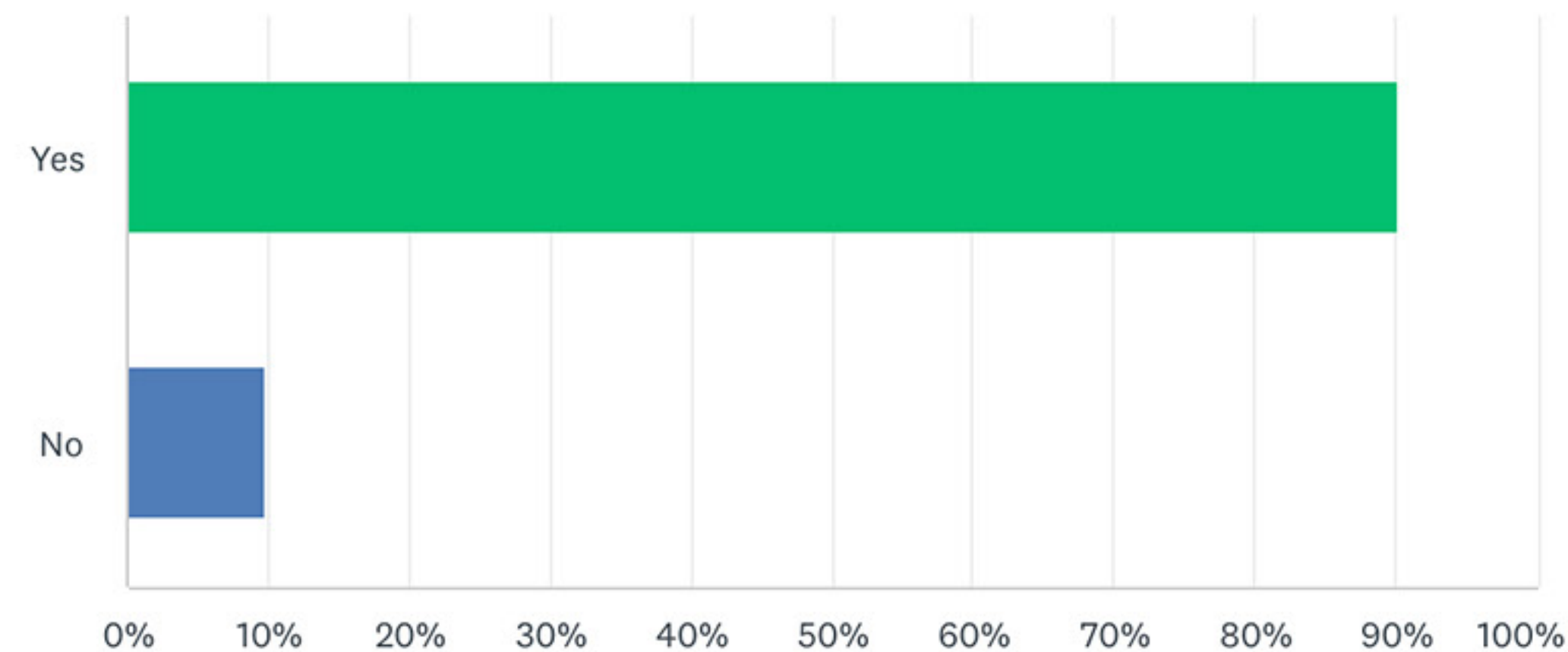
220 RESPONSES



WHO RESPONDED

Do you live, work, or own a business in the area?

Answered: 226 Skipped: 0

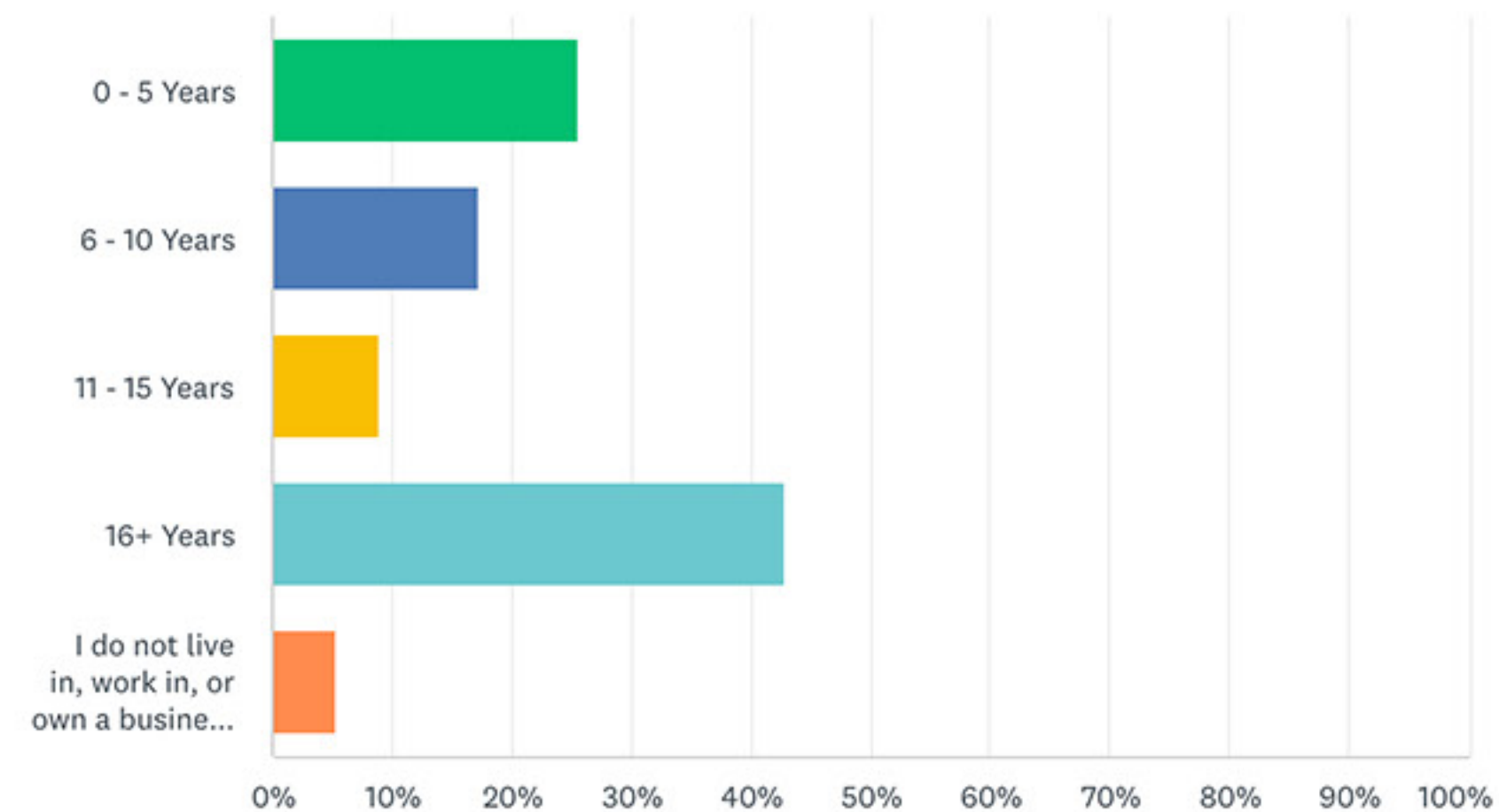


ANSWER CHOICES	RESPONSES	
Yes	90.27%	204
No	9.73%	22
Total Respondents: 226		

WHO RESPONDED (CONTINUED)

How many years have you lived, worked, or owned a business in the area?

Answered: 226 Skipped: 0

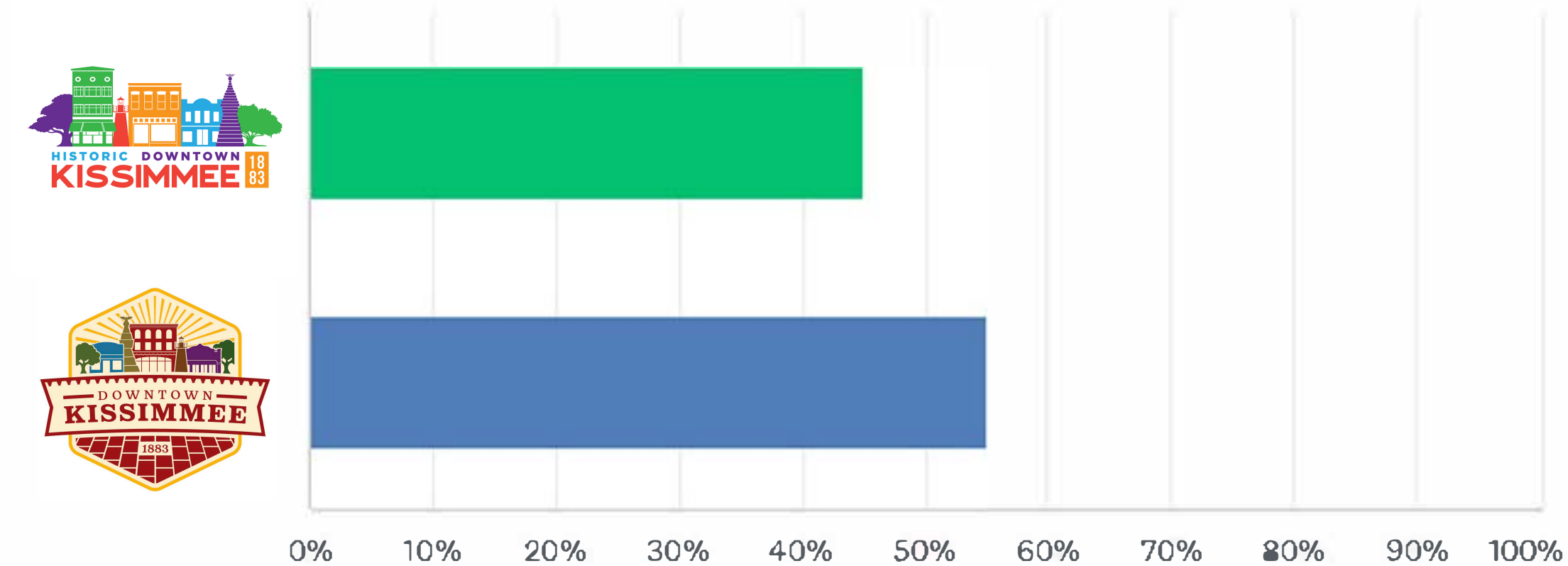


ANSWER CHOICES	RESPONSES	
0 - 5 Years	25.66%	58
6 - 10 Years	17.26%	39
11 - 15 Years	8.85%	20
16+ Years	42.92%	97
I do not live in, work in, or own a business in the area	5.31%	12
TOTAL		226

THE RESULTS

Which Downtown Kissimmee CRA Logo do you prefer?

Answered: 220 Skipped: 6



ANSWER CHOICES		RESPONSES	
	Option 1	45.00%	99
	Option 2	55.00%	121
TOTAL			220

ITEM 8.B

(DKCRA) Renewal of Contract between the City of Kissimmee, Downtown Kissimmee Community Redevelopment Agency, Vine Street Community Redevelopment Agency, and Freebee

Request

Approval of an Agreement between the City of Kissimmee, the Downtown Kissimmee Community Redevelopment Agency (DKCRA), the Vine Street Community Redevelopment Agency (VSCRA), and Beefree, LLC d/b/a Freebee, to provide micro-transit transportation services within designated service areas (Contract #20260100).

Explanation

The City of Kissimmee, in coordination with the DKCRA and the VSCRA, has identified the continued need for reliable, accessible, and environmentally sustainable local transportation options to support residents, visitors, and businesses. Micro-transit services provide first- and last-mile connectivity, reduce parking demand, support local commerce, and enhance overall mobility within redevelopment areas.

Pursuant to Chapter 287, Florida Statutes, and Section 4.3.1.1 of the City's Purchasing Code, the City may procure goods and services through cooperative purchasing when it is in the City's best interest. Beefree, LLC d/b/a Freebee was competitively selected through a procurement process conducted by the City of Plantation, Florida, which serves as the lead public agency under Master Agreement No. 102-24.

Staff has reviewed the Master Agreement and determined that the scope of services and pricing are appropriate and economically advantageous for the City of Kissimmee. This Agreement allows the City and its CRAs to participate in the cooperative contract while incorporating City-specific terms, insurance requirements, and a locally tailored scope of services.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10622203 503434		Decrease	257,799.00	257,799.00

Financial Summary:

The contract total is \$429,665.00. The amount of \$257,799.00 represents the DKCRA cost share amount.

Recommendation

DKCRA Board approval of the Agreement between the City of Kissimmee, the Downtown Kissimmee Community Redevelopment Agency (DKCRA), the Vine Street Community Redevelopment Agency

City of Kissimmee

(VSCRA), and Beefree, LLC d/b/a Freebee, to provide micro-transit transportation services within designated service areas.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Economic Development
Presenter: David Rodriguez

Attachment(s):

1. (S) Freebee Contract

**AGREEMENT BETWEEN THE CITY OF KISSIMMEE,
DOWNTOWN KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY,
VINE STREET COMMUNITY REDEVELOPMENT AGENCY
AND BEEFREE, LLC D/B/A FREEBEE**

THIS AGREEMENT is made this 6th day of January, 2026 by and between the CITY OF KISSIMMEE, the DOWNTOWN KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY, and the VINE STREET COMMUNITY REDEVELOPMENT AGENCY, whose address is 101 Church Street, Kissimmee, Florida 34741, hereinafter referred to collectively as “**CITY**” and **BEEFREE, LLC D/B/A FREEBEE**, whose address is 371 NE 61st Street, Miami, Florida 33137, hereinafter referred to as “**CONTRACTOR**,” and each represents as follows:

WITNESSETH

WHEREAS, CITY is in the need of the professional services of CONTRACTOR to provide competitive pricing for the provision of in-city transportation services; 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, pursuant to 4.3.1.1 of the City’s Purchasing Code, the CITY may procure goods and services from bid or proposals from any government subdivisions when its in the best interest of the City of Kissimmee; and

WHEREAS, pursuant to a competitive bidding and selection process by the City of Plantation, a political subdivision of the State of Florida, awarded the bid to BEEFREE, LLC d/b/a Freebee; and

WHEREAS, the City of Plantation, Florida, as a Lead Public Agency, subsequently entered into Agreement No. 102-24 on May 02, 2025, which is attached hereto as **Exhibit “B”** and incorporated herein (hereinafter referred to as the “**MASTER AGREEMENT**”); and

WHEREAS, CITY has determined that the specifications in the Master Agreement are similar in nature to the services required by the CITY, and therefore it is economically advantageous and in the best interest of the CITY to enter into this Agreement with CONTRACTOR, who is certified and qualified to provide the necessary services required by CITY.

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:

SECTION 1. RECITALS. The foregoing recitals are true and correct and specifically incorporated herein.

SECTION 2. TERM. The term of this Agreement shall begin upon execution and continue through May 01, 2030, the date of expiration of the MASTER AGREEMENT. This Agreement may be extended if the MASTER AGREEMENT is extended.

SECTION 3. CONTRACT PROVISIONS. The Parties agree that the terms and conditions of the MASTER AGREEMENT entered into by the City of Orlando, Florida and CONTRACTOR are binding to the Parties, unless otherwise agreed to herein. The portions of the MASTER AGREEMENT not expressly modified by this Agreement shall have full force and effect upon the Parties hereto. As such, the following modifications to the Master Agreement shall apply:

- a. "City of Plantation" or "City" in the MASTER AGREEMENT shall refer to the City of Kissimmee.
- b. Exhibit "A" of the MASTER AGREEMENT, "Scope of Services" shall be rescinded and replaced in its entirety with the attached **Exhibit "A,"** attached hereto and incorporated by reference.
- c. Article 5, "Insurance" of the MASTER AGREEMENT shall be rescinded and replaced with the following insurance provisions: CONTRACTOR is required to submit to the CITY Certificates of Insurance naming the CITY of Kissimmee as an additional insured. During the term of this Agreement and any renewals, CONTRACTOR at their sole cost and expenses shall maintain insurance coverage as follows:
 - 1) **Workers Compensation:** CONTRACTOR will provide Worker's Compensation coverage for all of CONTRACTOR's employees at the site location and shall be in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation.
 - 2) **Comprehensive General Liability:** CONTRACTOR will provide coverage for all owned and non-owned vehicles utilized for the provision of services hereunder for limits of not less than \$1,000,000.00.
 - 3) **Comprehensive Automobile Liability:** CONTRACTOR will provide coverage for all owned and non-owned vehicles utilized for the provision of services hereunder for limits of not less than \$1,000,000.00.
 - 4) **Business Automobile Liability:** CONTRACTOR shall maintain Business Automobile Liability Insurance with a limit not less than \$1,000,000.00 each accident for owned, non-owned and hired automobiles utilized for the provision of services hereunder.
- d. Section 9, "General Provisions," Subsection A, "Delivery of Notices," is hereby amended to reflect the following CITY and CONTRACTOR representatives for purposes of Notice:

City:	Craig Holland
	Development Services Director
	City of Kissimmee, FL
	101 Church Street
	Kissimmee, FL 34741

Copy To: City Attorney's Office
City of Kissimmee, FL
101 Church Street
Kissimmee, FL 34741

Contractor: Beefree, LLC d/b/a Freebee
Attn: Jason Spiegel
371 NE 61st St
Miami, FL 33137

Copy to: Bradley F. Zappala, Esq.
407 Lincoln Road, PH SE
Miami Beach, FL 33139

SECTION 4. PUBLIC RECORDS.

CONTRACTOR acknowledges CITY's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, CONTRACTOR shall keep and maintain public records required by the CITY to perform the service.

- i. **If CONTRACTOR has questions regarding the application of Chapter 119, Florida Statutes, to CONTRACTOR's duty to provide public records relating to this Agreement, contact the Custodian of Public Records at 407-518-2308, cityclerkemail@kissimmee.gov and 101 Church Street, Kissimmee, Florida 34741.**
- ii. If CITY's Custodian of Records requests records from CONTRACTOR, CONTRACTOR shall provide the City's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost charged by CITY, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- iii. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the agreement if the CONTRACTOR does not transfer the records to CITY.
- iv. Upon completion of the contract, CONTRACTOR shall transfer, at no cost, to CITY all public records in possession of CONTRACTOR or keep and maintain public records required by CITY to perform the service for a period of four (4) years following completion of the contract. If CONTRACTOR transfers all public records to CITY upon completion of the Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public

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

- v. Upon notice to CONTRACTOR of a request to inspect or copy public records relating to CITY's agreement for services, CONTRACTOR shall provide the records to CITY or allow the records to be inspected or copied within a reasonable time.
- vi. If CONTRACTOR does not comply with CITY's request for records, such failure shall constitute a material breach and the Agreement shall terminate upon notice by the CITY.
- vii. If the CONTRACTOR fails to provide the public records to CITY within a reasonable time may be subject to penalties under Florida Statutes §119.1
- viii. Notwithstanding any of the foregoing, CITY shall maintain the confidentiality of any records or information that constitutes CONTRACTOR's trade secrets or proprietary information and is exempt from disclosure, pursuant to Section 815.045, Florida Statutes. In the event CITY determines that the exemption from disclosure does not apply or that it is required by law or court order to disclose any records which may contain CONTRACTOR's trade secrets or proprietary information, CITY will provide written notice to CONTRACTOR of its determination and the legal basis for its determination prior to disseminating or publicly disclosing such records.

SECTION 5. APPLICABLE LAW, VENUE, JURY TRIAL. The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Osceola County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

SECTION 6. MODIFICATION. The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the Parties. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 7. CONFLICT. To the extent that any conflict shall arise between this Agreement and the terms and conditions of the MASTER AGREEMENT, the terms and conditions of this Agreement shall prevail.

SECTION 8. FUND AVAILABILITY AND USE OF CONTRACTOR. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forego use of the CONTRACTOR for any project which may fall within the scope of services listed herein.

SECTION 9. EMPLOYMENT VERIFICATION (E-VERIFY). In accordance with Section 448.095, Florida Statutes, CONTRACTOR shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If CONTRACTOR enters into a contract with a subcontractor performing work or providing services on its behalf, CONTRACTOR shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify> .

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

SECTION 10. SOVEREIGN IMMUNITY. The CITY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of CITY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the CITY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

SECTION 11. JOINT AUTHORSHIP. This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

SECTION 12. EQUAL OPPORTUNITY EMPLOYER. CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 13. AUDITING, RECORDS, AND INSPECTION. In the performance of this Agreement, CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of CITY and shall be retained by CONTRACTOR for a period of three years after termination or completion of the Agreement, or until the full City audit is complete, whichever comes first. CITY shall retain the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act; Chapter 119, Florida Statutes. CITY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of CITY. CITY has the right to terminate this Agreement based upon its findings in this audit without regard to the termination provision set forth herein.

SECTION 14. PUBLIC EMERGENCIES. It is hereby made a part of this Agreement that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, the City of Kissimmee shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of Kissimmee are protected from any emergency situation that threatens public health and safety as determined by CITY. CONTRACTOR agrees to rent/sell/lease all goods and services to the CITY or governmental entities on a "first priority" basis. CITY expects to pay contractual prices for all products and/or services under this Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should CONTRACTOR provide CITY with products and/or services not under this Agreement, CITY expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency hurricane, tornado, flood, or other acts of God. CONTRACTOR's emergency response will be governed in accordance with the State of Florida Department of Management Services contract number 92121500-20-1, and the approved State of Florida Department of Management Services contract's emergency response bill rates.

SECTION 15. SCRUTINIZED COMPANIES CERTIFICATION. By signing this Agreement, CONTRACTOR 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. If CITY determines, using credible information available to the public, that CONTRACTOR has submitted false certification, CITY shall provide CONTRACTOR with written notice of its determination. CONTRACTOR shall have 90 days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. Failure to comply with this provision is a material breach of this Agreement, and CITY may choose to terminate the Agreement at its sole discretion.

SECTION 16. SEVERABILITY. In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

SECTION 17. INDEMNIFICATION. CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by CITY, caused by the acts and/or omissions of CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. CONTRACTOR agrees to indemnify, defend and hold CITY harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. Said indemnification, defense, and hold harmless actions shall not be limited by any insurance amounts required hereunder.

SECTION 18. TERMINATION. Either party may terminate this Agreement, with or without cause, given sixty (60) days written notice to the other party.

SECTION 19. ENTIRETY OF AGREEMENT. This Agreement, together with corresponding Exhibits and together with Master Agreement and RFP referenced herein and attached hereto, represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or verbal. In the event of a conflict between the provisions of this Agreement and either of the corresponding exhibits, the provisions of this Agreement control. Any prior understanding or representations of any kind preceding the date of this Agreement shall not be binding on either party except as incorporated herein.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this agreement effective the later of the dates that each party signed this agreement.

BEEFREE LLC, d/b/a FREEBEE

By: [Signature]

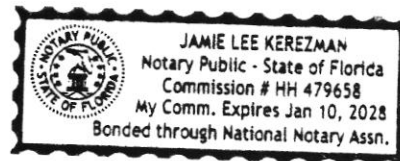
Title: Managing Partner

Date: December 17, 2025

STATE OF FLORIDA)
COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me this 17 day of December, 2025, by means of ☒ physical presence or ☐ online notarization, by Jason Spiegel as Managing Partner of Beefree LLC, d/b/a Freebee, 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.

[Signature]
Notary Public



CITY OF KISSIMMEE

Jackie Espinosa, Mayor-Commissioner

Date:_____

**DOWNTOWN KISSIMMEE COMMUNITY
REDEVELOPMENT AGENCY**

Jackie Espinosa, Chairwoman

Date:_____

**VINE STREET COMMUNITY REDEVELOPMENT
AGENCY**

Jackie Espinosa, Chairwoman

Date:_____

ATTEST:

Tameara Crespo, City Clerk

Approved as to form and legal sufficiency:

Olga Sanchez de Fuentes, City Attorney

EXHIBIT A
CITY OF KISSIMMEE
SCOPE OF SERVICES

EXHIBIT "A"

BEEFREE, LLC d/b/a FREEBEE

"RATES AND SERVICES ADDENDUM"

(Rates and Services Addendum for "Freebee" Transportation Services)

This Rates and Services Addendum ("Addendum") supplements the Agreement between BEEFREE, LLC d/b/a FREEBEE ("FREEBEE") and CITY OF KISSIMMEE, the DOWNTOWN KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY, and the VINE STREET COMMUNITY REDEVELOPMENT AGENCY, hereinafter "CITY" made and entered into 6th day of January, 2026 (the "Agreement"). This Addendum is subordinate to, and fully incorporates the terms and conditions of the Agreement, unless expressly stated otherwise herein. In consideration of the promises and covenants contained herein, and for good and valuable consideration, FREEBEE and CITY (collectively, the "Parties"), intending to be legally bound, hereby agree as follows:

1. Term. The term for the performance of services set forth under this Addendum shall commence upon delivery and deployment of the vehicles within the CITY as set forth in Section 2 below but no later than on a date mutually agreed upon by the Parties, and shall remain in full force and effect for twelve (12) months from March 5, 2026 (the "Term"), unless terminated earlier pursuant to any additional clause(s) in this Agreement. –The Term shall be in effect for a twelve (12) month period pending the renewal of the Master Agreement by the City of Aventura.
2. Services. This Addendum is limited in scope to the following services (the "Services"), which FREEBEE agrees to provide to CITY at the rates specified herein (the "Rates"):
 - a) FREEBEE will provide four (4) "Freebee" vehicles dedicated to CITY (the "Vehicles") for the duration of the Term. Three Vehicles dedicated to CITY will be Tesla vehicles and one Vehicle will be a wheelchair-accessible van. Beyond those identified Vehicles, FREEBEE will otherwise use its best efforts to remain in compliance with all Americans with Disabilities Act ("ADA") requirements as they may pertain to vehicle brands and types. FREEBEE shall be responsible for providing appropriate training to its drivers of wheelchair accessible Vehicle(s), including but not limited to, training as to the operation of the ramping system and securing of wheelchairs.
 - b) FREEBEE will utilize the Ride Freebee mobile app to provide free advertising opportunities for local businesses.
 - c) With the exception of the wheelchair-accessible van, which shall operate as needed to accommodate passenger requests, FREEBEE will operate the Vehicles within the CITY's designated service area at all times during CITY's operating hours (weather and conditions permitting) as reflected in Section 5 below, with the exception of a forty-five (45) minute daily meal break afforded to Freebee drivers. During driver meal breaks, at least one (1) Vehicle will be in operation and FREEBEE will try to limit breaks to downtimes in service. FREEBEE agrees that, to the extent feasible, at all times during CITY's operating hours, a wheelchair-accessible vehicle will be available to accommodate passengers upon request, and FREEBEE will operate the ramping system and secure any wheelchairs to the Vehicle should such an accommodation be requested.
 - d) Prior to commencement of the Term, FREEBEE will provide CITY with at minimum, one (1) fast charger for charging the Vehicles. The fast charger will be retained as FREEBEE's private property but will be available for use by CITY for purposes of charging the Vehicles throughout the duration of this

Agreement. At the conclusion of the Term, FREEBEE shall be entitled to retake possession of the fast charger- FREEBEE shall be solely responsible for costs and expenses associated with installing and maintaining any and all charging equipment necessary for operation of the Vehicles.

- e) FREEBEE will assist CITY in developing a marketing plan to encourage Vehicle ridership.
- f) Beginning in the second month of the Term and continuing each month thereafter, FREEBEE will provide CITY with a monthly report showing data and analytics related to ridership for the preceding month(s). FREEBEE will provide these reports within ten (10) business days of the last day of each month, unless another time frame is agreed upon by the Parties.
- g) FREEBEE agrees that any questions, complaints, or concerns reported to FREEBEE (through its drivers or otherwise) regarding ADA issues will be reported to the CITY within one (1) business day.
- h) CITY will provide four (4) dedicated parking spaces within the designated service area for charging and storage of Vehicles at no cost to FREEBEE. CITY shall further ensure that FREEBEE is permitted to install and utilize the fast charger in proximity to the parking spaces in order to efficiently charge the Vehicles.

3. Rates. As consideration for the services listed above, CITY shall pay FREEBEE at the following rates:

- a) The total charge for the services provided under this Addendum shall not exceed payment for the services to be provided under this Addendum shall not exceed four hundred twenty-one thousand seven hundred and sixty-eight dollars \$421,768, with the stipulation that a portion of that outstanding balance may be paid out of advertising revenue, as further described below in Section 5(d).
- b) The breakdown for the service charges are as follows:
 - i Three Tesla Vehicles;
 - ii Operating Hours: Monday through Friday from 6:00 AM to 9:00 PM;
 - iii Seventy (70) hours per week of operation for each Vehicle in the fleet (weather and conditions permitting);
 - iv Wheelchair Accessible Van shall not have minimum hours requirement but shall be available upon request and on an as-needed basis during regular operating hours.

4. Payment Terms. CITY agrees to pay for the services rendered in monthly installments, as follows:

- a) Twelve (12) payments of approximately \$35,147.33 per month, payable on or before the 5th of each month, beginning upon delivery and deployment of the Vehicles as set forth in Section 2 above.
- b) The first payment shall be delivered to FREEBEE immediately after City Commission approval and execution of the Agreement, which shall be applied towards the anticipated first month of service to the CITY.

5 Additional Terms-

- a) FREEBEE will operate the Vehicles in CITY's designated service area map as delineated in this Exhibit. This service area may be modified or revised revision upon mutual, written consent of the Parties.
- b) Should state and local law permit FREEBEE to sell advertising space on the Vehicles, and provided FREEBEE is able to sell such advertising space, FREEBEE may enter into separate agreements with advertisers for the placement of advertising on the Vehicles. All advertising shall be subject to CITY's approval prior to its placement on the Vehicles. Any advertising

revenue generated from the sale of advertising on the Vehicles during the Term shall be divided equally between FREEBEE and CITY, with each entitled to 50% of advertising revenue that is generated and actually received. CITY shall be permitted to apply its share of said revenue, if any, towards its monthly payment to FREEBEE for services rendered. Nothing in this section shall not be interpreted as an obligation on FREEBEE to sell any advertising space or generate any revenue by selling advertising on the Vehicles, and CITY hereby expressly acknowledges that no such obligation has been created by enacting this Section.

EXHIBIT B
MASTER AGREEMENT
BETWEEN CITY OF PLANTATION & FREEBEE

CITY OF PLANTATION



AGREEMENT

Between

THE CITY OF PLANTATION

AND

BEEFREE, LLC D/B/A FREEBEE

For

MICRO TRANSIT PROGRAM – TERM CONTRACT

AGREEMENT NO. 102-24

AGREEMENT

**Agreement
By and Between
City of Plantation
&
Beefree, LLC d/b/a Freebee
for
Micro Transit Program- Term Contract
Agreement No. 102-24**

1. PARTIES AND DATE.

This Agreement (“Agreement”) is made and entered into this 2 day of May, 2025 by and between the CITY OF PLANTATION, a Florida Municipal Corporation with its principal place of business at 400 NW 73 AVENUE PLANTATION, FL 33317, (“City”) and BEEFREE, LLC D/B/A FREEBEE, a Florida Limited Liability Company with its principal place of business at 371 NE 61st STREET, MIAMI, FL 33137 (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Contractor.

The Contractor shall provide Micro Transit Services to the City as set forth in the terms and conditions in this Agreement. The Contractor represents that it is experienced in providing Micro Transit Services as further defined herein, is licensed and authorized to do business in the State of Florida, and is familiar with the requirements of the City.

2.2 Services

The Contractor’s responsibility under this Agreement is for Micro Transit Services as set forth on the Agreement and as further detailed in **Exhibit “A”**-Scope of Services. The Contractor represents and warrants that it is able to satisfactorily provide the service according to the Scope of Services, which are incorporated herein by reference as **Exhibit “A”**.

The following Exhibits referenced herein are hereby incorporated into this Agreement- **Exhibit “A”** Scope of Services (written by the City) and Approach (provided by Contractor), **Exhibit “B”** Rates/Costs/Pricing, **Exhibit “C”** documentation required by the City submitted by the Contractor during the solicitation period prior to Notice of Award, **Exhibit “D”** Insurance Requirements, **Exhibit “E”** Acknowledge Addendum.

2.3 Procurement

The City of Plantation sought sealed proposals pursuant to Sec. 2-220(b) and 2-226(c) of the City’s Code of Ordinance.

AGREEMENT

3. TERMS.

3.1 Term.

A. The initial agreement period shall be for five (5) years, commencing May 2, 2025 and expiring on May 1, 2030. In addition, the City reserves the right to extend this Agreement for two (2) additional (3) year periods, provided the Contractor also agrees in writing to extension upon such terms (to include prices/rates and fees) as the City and Contractor agree. Prices shall remain firm and fixed for the initial term of the Agreement. Lastly, if the City is satisfied with services provided by Contractor, this Agreement may be extended for additional one (1) year periods following the final three (3) extension, provided the Contractor also agrees in writing to extension upon such terms (to include prices/rates and fees) as the City and Contractor agree.

4. RESPONSIBILITIES OF CONTRACTOR.

A. Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor shall determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the Term. Any additional personnel performing the Services on behalf of Contractor shall also not be employees of City and shall at all times be under the Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services and as required by law. Contractor shall be responsible for all applicable reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

B. Control and Payment of Subcontractors. All work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier, which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of this Agreement for the benefit of the City. The Contractor shall be responsible for the payments to any such Subcontractors, including any professional fees, or Suppliers and additional costs within 14 calendar days of City's payment to Contractor. The City shall not be responsible for any payments to Subcontractors or Suppliers. The City shall not be billed directly or indirectly for any professional fees or additional costs of the Subcontractors for the Project.

C. Schedule of Services. Contractor shall perform the Services expeditiously, within the Term, and in accordance with the Scope of Services set forth in **Exhibit "A"**. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate the Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Scope of Services.

D. Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City, which shall not unreasonable be withheld.

AGREEMENT

E. Contractor's Representative. Subject to Contractor's right to delegate an alternative representative upon reasonable prior notice to City, the Contractor's representative during the performance of this Agreement shall be:

- Jason Spiegel, Managing Director
 - o Phone Number: (305)330-9450
 - Email: Jason@ridefreebee.com

F. Substitution of Key Personnel. Contractor has represented to City that certain key personnel will perform and coordinate the Services. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Contractor at the request of the City, except to the extent Contractor determines that compliance with such a request of the City would violate any applicable laws.

G. Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, Contractors, and other staff at all reasonable times.

H. Standard of Care; Performance of Employees. Contractor shall perform all Services in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of Florida. Contractor represents and warrants that it is skilled in the professional calling necessary to perform the Services. Contractor represents and warrants that all employees and Subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents and warrants that it, its employees, and Subcontractors have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the Term. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its Subcontractor who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project. Notwithstanding the foregoing, if Contractor determines in good faith that any determination by the City which would require the removal of an employee from the Project is based on unlawful grounds or would result in the violation of any labor and employment laws or regulations, Contractor shall advise the City of its belief and the grounds therefore and shall only be obligated to comply with the foregoing provision to the extent that Contractor, in its sole discretion, determines is permitted by applicable laws.

I. Excusable Delays. Neither Party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the Party or Parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, pandemics, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a Party. Notwithstanding the foregoing, the City shall have no obligation to compensate Contractor for any

AGREEMENT

Service that Contractor fails to perform, or otherwise has not performed, nor shall Contractor have the obligation to continue performing the Services if the City's excusable delay in meeting its payment obligations continues for more than sixty (60) days. Additionally, either Party may terminate this Agreement with immediate effect upon written notice to the other Party where an excusable delay lasts longer than ninety (90) days. Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligation of this Agreement.

J. Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, and shall give all notices required by law. Contractor warrants that it shall perform the Services in compliance with all applicable Federal and Florida employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Contractor shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Contractor's performance under this Agreement, except to the extent attributable to the negligence or intentional misconduct of the City and/or City's employees. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations, except to the extent attributable to the negligence or intentional misconduct of the City and/or City's employees.

K. Equal Opportunity Employment. Contractor represents and warrants that it is an equal opportunity employer and it shall not discriminate against any Subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

L. Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Upon reasonable prior notice, Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement, except to the extent such records constitute Contractor's proprietary information and/or trade secrets. Contractor shall allow inspection of all work, data, documents, proceedings, and activities exclusively created pursuant to this Agreement for a period of 3 years from the date of final payment under this Agreement, except to the extent such records constitute Contractor's proprietary information and/or trade secrets.

AGREEMENT

5. INSURANCE.

A. Time for Compliance. Contractor shall not commence Services until it has provided evidence satisfactory to the City that it has secured all insurance pursuant to **Exhibit “D”**. In addition, Contractor shall not allow any Subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the Subcontractor has secured all insurance pursuant to **Exhibit “D”**.

6. PAYMENTS.

A. The Contractor will bill/invoice the City by the 10th day of each month for services rendered to the minute during the prior month at the hourly rates listed in **Exhibit “B”**. If Contractor does not provide all of the scheduled hours for a day, partial hours will be prorated at the hourly rates listed in **Exhibit “B”**. The City hereby agrees to pay Contractor for the faithful performance of this Agreement, for services rendered in accordance with **Exhibit “A”**.

The Contractor shall submit invoices to:

City of Plantation
Attn: Administration
400 NW 73rd Avenue
Plantation, FL 33317

Invoice must minimally include the following information:

- Each day of service shall identify the date of service;
- Start time to the minute for each vehicle;
- End time to the minute for each vehicle;
- Rate for each vehicle;
- The total number of hours per type of vehicle for that day.
- The invoice must identify whether the vehicle was working “Scheduled” hours or “Flexible” hours.
- The invoice and backup must also include the total number of hours for each type of vehicle for the month
- The resulting monthly billing for that type of vehicle, and
- The total amount of billing for all types of vehicles by vehicle style and by “Scheduled” and “Flexible” per **Exhibit “B”**.

B. Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

C. Extra Work. If the City requires extra work, services or materials not delineated in this Agreement but within the general Scope of Work/Service, the Contractor shall submit a detailed written proposal to the authorized City representative. If the proposal is approved, the Contractor shall receive authorization to proceed by receipt of a purchase order or amendment incorporating Contractors proposal. As used herein, “Extra Work” means any work which is determined by City to be necessary for the Project/Services, but which the Parties did not reasonably anticipate would be necessary at the time of execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from the City.

AGREEMENT

7. TERMINATION OF AGREEMENT.

A. For Convenience. After the first year of the Term, City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least 60 calendar days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause. The City may terminate this Agreement for convenience even if Contractor avails itself of the Dispute Resolution process set forth below in subsection 9C.

B. For Cause. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and with cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least 21 calendar days before the effective date of such termination, with an opportunity to cure any breach prior to the effective date of any termination for cause. The Contractor may not terminate this Agreement except upon a breach by the City, which is not cured upon 21 calendar days' notice to City. In case of the Contractor's termination for cause, the Contractor shall be paid for Services satisfactorily provided to such termination date, less any setoffs or adjustments City may claim arising out of the Contractor's breach, the remaining unperformed parts of this Agreement, and for that portion (if any) of the Contractor's performance which is unsatisfactory (the intent being that the Contractor be paid what is just and equitable compensation for the Contractors' performance of Services rendered to the satisfaction of the City). Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Should the Contractor avail itself of the Dispute Resolution process set forth below in subsection 9C, then the City may not terminate this Agreement for Cause until the conclusion of the Dispute Resolution process.

C. Mutual Termination. This Agreement may also be terminated by mutual written agreement at any time and under any terms.

D. Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services, with the exception of any documents and data which contain Contractor's proprietary information or trade secrets. Contractor shall be required to provide such documents and other information within 21 calendar days of the request.

E. Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, Services similar to those terminated.

8. OWNERSHIP OF MATERIALS AND CONFIDENTIALITY.

A. Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive license for the duration of the Term City to use any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data in any form, which are prepared or caused to be prepared by Contractor exclusively in connection with this Agreement, and which expressly exclude Contractor's proprietary information and/or trade secrets ("Documents & Data"). All

AGREEMENT

Documents & Data shall be and remains the property of Contractor.

B. Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Contractor shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Contractor's seal from the Documents & Data. Contractor shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Contractor shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Contractor, a party for whom the Contractor is legally responsible or liable, or anyone approved by the Contractor.

C. Indemnification. Contractor shall defend, indemnify and hold the City, its, officials, officers, employees, volunteers, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City the Documents & Data, including any method, process, product, or concept specified or depicted, except to the extent attributable to the acts or omissions of the City its officials, officers, employees, volunteers, and agents. This subparagraph shall survive termination or expiration of this Agreement.

9. GENERAL PROVISIONS.

A. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address (physical or electronic) as the respective Parties may provide in writing for this purpose:

Contractor:

Jason Spiegel, Managing Director
Beefree, LLC d/b/a/Freebee
371 NE 61st Street
Miami, FL 33127
Email: Jason@ridefreebee.com

With copies to:
Bradley F. Zappala, Esq.
Switkes & Zappala, P.A.
407 Lincoln Road, PH SE
Miami Beach, FL 33139
bzappala@switkeslaw.com

AGREEMENT

City:

Mayor
400 NW 73rd Avenue
Plantation, FL 33317

With copies to:
Chief Administrative Officer
400 NW 73rd Avenue
Plantation, FL 33317

Procurement Director
400 NW 73rd Avenue
Plantation, FL 33317

Kerry L. Ezrol, City Attorney
Goren Cherof, Doody & Ezrol, P.A.
3099 E Commercial Blvd., Ste. 200
Fort Lauderdale, FL 33308

Such notice shall be deemed made when personally delivered, or, if mailed, 48 hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address, or delivered to such electronic mail address provided by the Parties for service of notices under this subsection when receipt is acknowledged by electronic written response by the receiving Party.

B. Indemnification.

i. Scope of Indemnity. Except to the extent attributable to the acts or omissions of the Indemnified Parties, Contractor shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, reasonable fees, judgments, losses and damages (collectively, "Claims"), whether or not a lawsuit is filed, including, but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and reasonable attorneys' and experts' fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly. The performance of this Agreement (including any amendments thereto) by Contractor, its employees, agents, representatives or subcontractors; or (ii) The failure of Contractor, its employees, agents, representatives or subcontractors to comply and conform with applicable Laws (as defined herein); or (iii) Any negligent act or omission of the Contractor, its employees, agents, representatives, or subcontractors; or (iv) Any reckless or intentional wrongful act or omission of the Contractor, its employees, agents, representatives, or subcontractors; or (v) Contractor's failure to maintain, preserve, retain, produce, or protect records in accordance with this Agreement and applicable Laws (including but not limited to Florida laws regarding public records).

ii. Additional Indemnity Obligations. A Party's indemnification obligations are conditioned on the indemnified party: (a) promptly giving written notice of the Claim to the indemnifying party; (b) giving the indemnifying Party control of the defense and settlement of the Claim; and (c) providing to the indemnifying party all reasonably available

AGREEMENT

information and assistance resulting from the Claim, at the indemnifying party's request and expense. The indemnified party may participate in the defense or settlement of the Claim, at the indemnified party's sole expense (not subject to reimbursement). Neither Party may settle or enter into any defense of any claim that includes a financial or specific performance obligation on, or admission of liability by, the Party against whom the claim is brought without that Party's prior written consent. Neither Party may admit liability for or consent to any judgment or concede or settle or compromise any Claim unless that admission or concession or settlement or compromise includes a full and unconditional release of the other Party from all liabilities in respect of the Claim.

iii. Nothing contained herein is intended nor shall it be construed to waive the City's rights and immunities under the common law or Florida Statute §768.28 as amended from time to time. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist in the City's favor. In no event shall City be liable to Contractor for punitive or exemplary damages or for lost profits or consequential damages.

iv. The provisions of these paragraph(s) are independent of, and will not be limited by, any insurance required to be obtained by Contractor pursuant to this Agreement or otherwise obtained by Contractor, and the provisions of these paragraphs survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

C. Dispute Resolution

i. In the event that any dispute between the City and the Contractor concerning questions or issues arising under this Agreement that have not been resolved, a request for dispute resolution shall be submitted by the Contractor to the City for determination. Request for such determination shall be made in writing. The City's decision may be reached in accordance with assistance, as it may deem reasonably necessary or desirable. The City's decision shall be rendered in writing no more than 30 calendar days after receipt of a fully documented (to the extent that such documents are within the control of the Contractor) request for a determination. The decision shall be conclusive, final, and binding on all Parties, unless the Contractor shall seek a judicial determination in accordance with the provisions set forth below in subsection 9D.

D. Governing Law; Judicial Review; Venue. This Agreement shall be governed by the laws of the State of Florida and venue shall be in Broward County without regard to its conflicts of law. The Parties hereby agree that in the event of any litigation between them, such proceeding shall be brought exclusively in the courts of the State of Florida, County of Broward or the Federal District Court with subject matter jurisdiction and encompassing the County of Broward, Florida. Each Party hereby irrevocably consents and submits to the jurisdiction of, and venue in, the aforementioned courts, and further waives any claim that a proceeding brought therein has been brought in an inconvenient forum. To the extent not prohibited by applicable law that cannot be waived, the City and Contractor hereby waive, and covenant that they will not assert (whether as plaintiff, defendant or otherwise), any right to trial by jury in any action arising in whole or in part under or in connection with this Agreement, whether now existing or hereafter arising, and whether sounding in contract, tort or otherwise.

AGREEMENT

- E. Time of Essence. Time is of the essence for each and every provision of this Agreement.
- F. City's Right to Employ Other Contractors. City reserves right employ other contractors in connection with this Project. Successors and Assigns.
- G. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.
- H. Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City, which shall not be unreasonably withheld. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. For purposes of this Agreement, any change of majority ownership of Contractor shall not constitute an assignment which requires City approval.
- I. Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and SubContractors of Contractor, except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.
- J. Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- K. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.
- L. No Third-Party Beneficiaries. Except to the extent expressly provided for in this subsection, there are no intended third-party beneficiaries of any right or obligation assumed by the Parties. The City has three dependent districts (Plantation Midtown Development District, Plantation Gateway, and the City of Plantation Community Redevelopment Agency) hereinafter "Districts", all of which have the power to execute contracts, and all of which are served by City personnel for the purpose of Administration. Such Districts shall be intended third Party beneficiaries and shall be able to enforce the terms hereof for any Serves provided on behalf of the Districts.
- M. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- N. Prohibited Interests. The Contractor warrants and represents that no elected official, officer, agent or employee of the City has a financial interest directly or indirectly in this Agreement or the compensation to be paid under it, and further, that no City employee who acts in the City as a "purchasing agent" as defined by §112.312(20), Florida Statutes, as amended, nor any elected or appointed officer of the City, nor any spouse or child of such purchasing agent employee

AGREEMENT

or elected or appointed officer, is a partner, officer, director, or proprietor of the Contractors, and further, that no such City employee purchasing agent, City elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the Contractors. Material interest means direct or indirect ownership of more than Five Percent (5%) of the total assets or capital stock of the Contractors.

O. Conflicts of Interest. Contractor covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with City. Contractor further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed, any such interests, on the part of Contractor or its employees, must be disclosed in writing to City. Contractor is aware of the conflict of interest laws of the State of Florida, Chapter 112, Florida Statutes, as amended, and agrees that it will fully comply in all respects with the terms of said laws. Contractor warrants that it has not employed or retained any person employed by City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay, any public official or person employed by City any fee, commission, percentage, brokerage fee or gift of any kind, contingent upon or resulting from the award of this privilege.

P. Convicted Vendor List. Contractor represents to City that it is not a person or affiliate as defined in §287.133, Florida Statutes, as amended, which has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime. Contractor acknowledges and agrees that it may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the City for the construction or repair of any public building or public work, may not submit bids on leases of real property with the City, may not be awarded an opportunity to perform work as a Contractor, supplier, SubContractor or Contractor under a contract with the City, and may not transact business with the City in an amount set forth in §287.017, Florida Statutes, as amended, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

Q. Contract Utilization Clause. The parties agree that, subject to Contractor's agreement, other governmental entities shall be permitted to access and utilize the terms, conditions, and pricing set forth in this Agreement as third-party beneficiaries. Any such governmental entity may enter into its own contract with Contractor based on the terms, conditions, and pricing of this Agreement, subject to any applicable modifications or negotiations between the governmental entity and Contractor. The City of Plantation shall not be responsible for any obligations, performance, or liabilities associated with contracts entered into by other governmental entities pursuant to this clause.

R. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

S. Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

T. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

AGREEMENT

U. Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties

THIS SECTION WAS INTENTIONALLY LEFT BLANK

AGREEMENT

IN WITNESS WHEREOF, CITY OF PLANTATION AND BEEFREE, LLC D/B/A/ FREEBEE have signed this Agreement in duplicate. One counterpart each has been delivered to the City and Contractor.

Attest:

April Beggerow
April Beggerow, City Clerk
ELSA THOMPSON, ASST. CITY CLERK

CITY OF PLANTATION

By:

Nick Sortal, Mayor Jason W. Winkler
C.A.

As to legal form:

Kerry L Ezrol
Kerry L Ezrol, City Attorney

As to Procurement:

Charles Spencer
Charles Spencer, Procurement Director



Witness:

Kristina Pace
Kristina Pace
Typed name of Witness

Witness:

NERISSA MANIC
Typed name of Witness

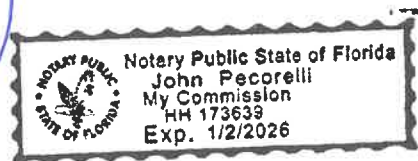
STATE OF FLORIDA
COUNTY OF BROWARD

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 2ND day of MAY, 2025, by Nick Sortal, as Mayor of the City of Plantation, a Florida municipal corporation, on behalf of the municipal corporation. he is personally known to me or has produced _____ as identification.

JASON NUNEMAKER
C.A.

My commission expires: 1/2/2026

John Pecorelli
NOTARY PUBLIC



AGREEMENT

Signed, Sealed in the presence of:

BEEFREE, LLC D/B/A FREEBEE
a Florida Limited Liability Company

By: [Signature]
Jason Spiegel, Managing Director

Witness: [Signature]
John Janusz
Typed name of Witness

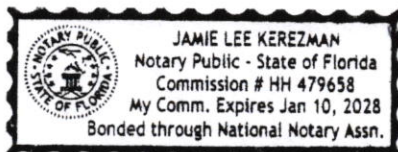
Witness: [Signature]
Miguel Mirandes
Typed name of Witness

STATE OF FLORIDA

COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or
☐ online notarization, this 4/25/25 (date) by Jason Spiegel, as Managing Director of
Beefree, LLC d/b/a Freebee, a Florida Limited Liability Company, on behalf of the company. They
are personally known to me or who has produced Florida Drivers (type of identification) as
identification.

My commission expires:



[Signature]
NOTARY PUBLIC

EXHIBIT “A”
(Scope of Services/Technical Specifications)

SCOPE OF SERVICES

NATURE OF SERVICES REQUIRED

I. INTRODUCTION

The City of Plantation (CITY) is issuing a Request for Sealed Proposals (RFSPs) from independent, qualified and experienced licensed firms and/or individuals who can provide a Micro Transit Program.

The CITY seeks to introduce an on-demand transportation service as a pilot program in the Midtown District and, if successful, to expand service into other areas of the CITY (as outlined in Exhibit A). Timing and areas of service expansion will be determined by the CITY.

The pilot program will include short distance, door-to-door electric transportation within the service area boundary to any other point within the service area boundary, and is available to the user upon demand. The intent is to provide first and last mile connectivity to other forms of mass transit, which would take cars off the road, minimize single occupancy vehicles within communities and help free up parking.

All vehicles will be electric and must meet the Federal Motor Vehicle Safety Standard (FMVSS) and supply state-of-the-art charging equipment. There must always be at least one vehicle available which is ADA compliant.

II. GENERAL INFORMATION AND BACKGROUND

The CITY is a municipal corporation of the State of Florida with an approximate population of 93,000. Located in the center of Broward County, the City offers unparalleled quality of life that brings residents and businesses to the community. Plantation has a Strong Mayor form of government. The Mayor is responsible for the execution of the City Council's established and adopted policies. The City Council consists of five (5) Councilmembers elected citywide.

The City of Plantation is a full-service municipality, providing services to its residential and business communities through its Administration, Building, Financial Services, Information Technology, Engineering, Fire/EMS, Library, Office of the City Clerk, Parks and Recreation, Human Resources, Planning Zoning & Economic Development, Police, Public Works, Procurement, and Utility departments. The City employs over 900 full time, part time and will call employees.

The intent of this RFSP is to establish a contract to implement point-to-point transportation services ("Program") that will provide CITY residents, visitors and business employees ("Riders") with convenient and efficient transportation options. All vehicles will be electric and must meet Federal Motor Vehicle Safety Standards and CONTRACTOR must supply state-of-the-art charging equipment. Program should be hospitality oriented and may include supplementary hours/operations during special events requiring additional vehicles, personnel and resources. The CONTRACTOR must provide its own mobile phone application in which the user will be able to locate his or her position in the queue and request a vehicle pickup. The CONTRACTOR should

SCOPE OF SERVICES

also provide a dedicated telephone number that can be utilized to request a vehicle pickup. An ADA compliant vehicle must be available at all times.

System should be operational within one hundred twenty days (120) from issuance of Notice to Proceed.

III. SOLICITATION'S INTENT AND GENERAL EXPECTATIONS

Through implementation of the Program, the CITY desire to meet, at the minimum, the following objectives:

- a. Operate a demand-response system throughout the boundaries of the service area indicated in the map attached as Exhibit A.
- b. Provide the flexibility to scale up and down the fleet of vehicles, modify hours of operation, allocate additional hours, and/or permanently modify the type of vehicle to a larger van, if needed, with sufficient notice to procure the vehicle based on monthly, weekly, daily, and hourly fluctuations in demand in order to achieve the maximum level of service.
- c. Provide a safe and pleasing passenger experience with capable, qualified, and courteous drivers that will serve as community ambassadors.
- d. Feature a mobile phone application with which the user will be able to locate his or her position and flag a proximate, available vehicle to make the pickup. The mobile phone application should be available from both the Apple Store and the Google Play Store (e.g. available for both iPhone and Android devices). Although a fee for service is not envisioned for the pilot phase, the app should have the ability to work with a secure credit card payment system. Similarly, the app should be able to accommodate discount or promo codes.

A dedicated telephone line for ordering a ride should also be available.

- e. Have the capability to provide data captured from the mobile phone app which includes but is not limited to, number of users, destinations, average wait times, and user peak times, cancellations and declined pickups/trips.
- f. Cut down the time residents, workers and visitors spend in their vehicles circling and idling in hopes of finding parking adjacent to their destination.
- g. Allow users to get to their destination within the service area without the need to drive, park or even own a personal vehicle.
- h. Reduce traffic and vehicle emissions in the Program area.
- i. Support local businesses.

The response from qualified firms must include:

- Full description of the Firm, including size, range of activities.
- Proposal responsive to the CITY's expectations.
- Description of the micro transit ride share management team and each member's experience.
- State, local and/or national government client references.

SCOPE OF SERVICES

- A work plan with the timeline to complete the deliverables outlined in section IV below.
- Years of operation as a provider of micro transit and on demand transportation services.
- Cost schedule (indicate hourly rates for each vehicle and operator, hours expected, and total project cost)
- Complete list of all subcontractors' names, resumes and references for experience in similar services of this nature. Contractor assumes all responsibility for ensuring compliance of subcontractors with contract provisions including indemnification and hold harmless, use of sub-contractors is subject to approval by the CITY.
- Complete list of specifications for each large and small vehicle which will be assigned to this project including make, model and seating capacity.

Firm or project team must meet the following requirements:

- Experience and current knowledge of all aspects of operating and managing a Micro Transit Program.
- Current knowledge of various compliance requirements and industry licensing for this service.
- Knowledge of potential upcoming legal or industry requirements impacting Micro Transit, Ride Share and or On Demand Transportation.
- Ability to provide detailed reports for this service.
- Contractor shall obtain, pay for, and post as needed, all permits and licenses necessary to complete this project. Contractor and subcontractors must maintain current licenses as required.

IV. SCOPE OF WORK AND DELIVERABLES

Service Parameters for Point-to-Point Transportation Services

The use of environmentally friendly (electric) vehicles that meet the FMVSS and supply state-of-the-art charging equipment is required. The vehicles used throughout the term of the contract must be consistent and identifiable with Program branding. The criteria below constitute the CITY's service parameters for the Program:

- a. The Program will serve the CITY's residents, guests and commuters by providing on-demand rides to work, shopping, restaurants, events, and for various appointments within the boundaries of the service area.
- b. All trips must begin and end within the identified service area (see map attached as Exhibit A). Any changes in the service area shall be in writing and mutually agreed upon.
- c. The pilot Program shall be free to users. Tipping is allowed but cannot be solicited by the driver. Tipping jars, or anything that implies tipping is required or encouraged, is strictly prohibited.
- d. Service must be provided in fully-electric vehicles that are on-call via a mobile phone application, phone number or ride-hailing.

SCOPE OF SERVICES

- e. The CONTRACTOR will identify locations for charging stations and the CITY will cooperate as necessary. Charging station equipment installation, and maintenance will be provided by the CONTRACTOR. It is the desire of the CITY that any charging stations located on CITY property shall be made available for use by CITY employees or others during hours when not in use by CONTRACTOR. "Exhibit C" reflects the suggested area for charging stations at the CITY.
- f. Overnight vehicle parking: CONTRACTOR will secure a space to store vehicles at night, when not in service or charging. If vehicles are stored/charged on CITY property, the CITY is not liable for theft or damage that may occur.
- g. All vehicles utilized will be FMVSS and all charging equipment shall be state-of-the-art. At least one ADA compliant vehicle must be available during hours of operation.
- h. After requesting a ride, patrons must be picked up promptly and safely delivered to their destination, with a reminder to use the app again for subsequent trips back to their point of origin or another destination.
- i. CONTRACTOR shall provide a mobile phone application for requesting rides compatible with both Android and iPhone.
- j. When requesting a ride, via mobile phone application or telephone, riders shall be provided with an estimated time of arrival based on driver availability.
- k. CONTRACTOR shall collect ridership data via app, manual counts when phone calls or rider-hailing. Additionally, CONTRACTOR will maintain accurate and complete records of the service and submit monthly, quarterly and yearly reports to the CITY. Reports to the CITY shall include, but are not limited to, hourly, daily, weekly, and monthly ridership data, wait times, locations from which riders are picked up and addresses of drop-off, complaints, mileage, driver's names and suspensions, type of vehicle, number of service hours per vehicle, type of rate, cancellations and/or declined trips and accidents.
- l. When drivers use the mobile phone application to respond to ride requests, the drivers' app must be able to organize ride requests in a queue format, allowing for multiple rides to be assigned to one driver.
- m. CONTRACTOR must include at least one ADA vehicle as part of the fleet.
- n. CONTRACTOR shall provide professional, experienced, well-groomed hospitality-oriented personnel and resources to communicate engagingly with riders while answering their questions. Drivers will serve as ambassadors for the CITY. Qualified drivers must be screened, hired and trained by CONTRACTOR, with satisfactory background checks. Hiring local drivers that are bilingual is preferred.
- o. Drivers will undergo any training deemed necessary by the CITY. CONTRACTOR shall provide the CITY with background checks on all drivers. Background check shall include driving records, criminal checks and employment references, conduct initial drug testing, and provide a training program for newly hired drivers. CONTRACTOR shall not hire any person who has been convicted or pled guilty to driving under the influence of drugs or alcohol as a misdemeanor in any state. CONTRACTOR will not hire a driver with more than three (3) infractions relating to driving a motorized vehicle within the previous 24 months. CONTRACTOR shall review each driver's driving and

SCOPE OF SERVICES

- criminal records at least annually. CITY shall have the right to reject or approve all drivers in its sole and absolute discretion. All drivers must have a valid Florida Driver's licenses(s) and adhere to all CITY, county, and state traffic and driving laws.
- p. Drivers must wear a name tag. CONTRACTOR's company uniform is preferred. CONTRACTOR shall prohibit drivers from texting or using smartphones, or other mobile devices, eating, drinking, wearing headphones, and engaging in any activity that may cause the driver to become distracted while driving the vehicle. CITY and CONTRACTOR acknowledge and agree that drivers will be permitted to wear Bluetooth enabled device or similar technology to provide for delivery of services and that drivers may use smart phones mounted to the dashboard or windshield of the vehicles only in accordance with laws governing such devices.
 - q. CONTRACTOR must require all persons using the Program to comply with applicable local, state and federal laws and regulations relating to the use of seatbelts and alcohol consumption in vehicles. CONTRACTOR and its drivers are permitted to refuse service when, in the driver's opinion, a passenger poses a threat to himself or herself, other passengers, the driver, the vehicle or other vehicles or persons.
 - r. CONTRACTOR may suspend operation of the vehicles without penalty in the case of extreme weather, unsafe operating conditions, or the issuance of a tropical storm or hurricane watch or warning, subject to provided written notification to the CITY.
 - s. CONTRACTOR will communicate any problems or requests to the CITY through the Program manager or designee.
 - t. Vehicle maintenance and charging must be performed by CONTRACTOR.
CONTRACTOR shall be responsible for the cleanliness of interior and exterior of the vehicle. Vehicles must be maintained in good working order, and be free from graffiti, vandalism, defacement and other damage. Functioning heating and air conditioning systems are mandatory. Open-air vehicles may also be requested on an as needed basis. Use of open-air vehicles is subject to CITY approval.
 - u. CITY reserve the right to require the immediate dismissal of any personnel who fail to meet the standard outline above. Relief personnel shall be readily available throughout the term of the contract.
 - v. Proposed Initial Operating Schedule:

Days	Mon-Thurs	Friday	Saturday	Sunday
Hours of Operation	11AM-10PM	11AM-12Midnight	10AM – 12 Midnight	10AM-10PM

*CONTRACTOR should indicate in their proposal the number of vehicles proposed for each of the proposed zones, as well as the proposed hours of operation. Minimum number of vehicles as well as vehicles to be deployed during peak hours.

V. ADDITIONAL REQUIREMENTS

- a. Contractor shall provide copies of all permits and licenses necessary to complete this project, with their proposal.

SCOPE OF SERVICES

- b. Contractor and subcontractors must have current licenses required by the State of Florida and the City of Plantation (if applicable).
- c. The Vendor shall provide a mobile phone application platform (must be available for download on both Android and Apple devices) that may include, but is not limited to the following features:
 - Allows customers to request, modify or cancel a ride.
 - Allows customers to rate and review rides.
 - Provides live tracking for customers to confirm driver's location.
- d. Each vehicle shall be equipped with a seat belt cutter, first aid kit, spill kit, and fire extinguisher.
- e. Vendor must ensure all vehicles used are maintained in a first-class state of repair and safe operating condition at all times. All vehicle surfaces, interior and exterior, shall be kept in a clean, safe, and unobstructed fashion.

VI. LOCATION

The Program will commence operations, as a pilot, in the Midtown District which is located north of I-595, south of Cleary Boulevard, west of University Drive and east of Pine Island Road (see map attached as Exhibit A). The on-demand service is expected to take riders to and from locations within the Midtown District.

It is anticipated that service areas may be expanded over time (see map attached as Exhibit A). Expansion areas and timing of such expansion shall be determined by the CITY. Additionally, hours and days of operation, and number of vehicles are subject to change depending on the needs and conditions determined by the CITY.

VII. CUSTOMER SERVICE

Customer service is of critical importance. The CONTRACTOR will be responsible for addressing all complaints in a timely and courteous manner. CITY staff shall be provided with reports as necessary. Drivers will be educated on CITY programming, area amenities, and serve as community ambassadors.

VIII. OPTIONAL SERVICES

Especially during the Midtown pilot phase, the CITY would like to explore an option wherein rides could be initiated or ended in the Midtown District but could begin or terminate in another region of the CITY (e.g. the ride must be wholly contained within the CITY but could begin or end outside of the Midtown District). A small charge for service may be implemented for this type of service.

As the Program is expanded the CITY would want to allow the rider to connect from one service area to another.

The CITY would like to offer a "ride share" option. The number of riders shall be limited such that each rider has a separate seatbelt and the total number of passengers, including the driver, does not exceed the vehicle's legal capacity.

SCOPE OF SERVICES

As an option, the CITY would like to be able to explore a “senior micro transit program”. It is anticipated that this project would be open for use by residents age 65 or older and would provide them no cost or low-cost transportation to and from identified locations. The CONTRACTOR would work with the CITY to establish a system for seniors to register for the service. The CONTRACTOR would also work with the CITY to determine a list of medical, grocery and/or community facilities to which service would be offered (to and from).

IX. ADVERTISING

The CITY may elect to include the CITY logo and other branding information in a car wrap. CITY must approve the design of the wrap and may modify the design up to (2) two times per year at no cost to the CITY. CONTRACTOR will offer free advertising to local businesses via the mobile phone app and will, in conjunction with the CITY, develop and implement a branding strategy. The branding strategy as well as any changes to the strategy are subject to written approval by the CITY prior to implementation. Initially, the CITY will not permit paid advertising. Subject to the CITY’s prior written consent, paid advertising within and/or outside of vehicles may be permitted to off-set operational costs, providing that such advertising is in accordance with all CITY ordinances, policies and procedures.

CONTRACTOR shall also develop and implement a marketing program to promote awareness of the Program. The CITY shall have the right to review marketing materials prior to use and to request changes or withdrawal of any marketing materials.

CONTRACTOR will include screens in all vehicles with the ability to play audio/video content provided by the CITY.

X. CONTRACTOR RESPONSIBILITY

CONTRACTOR shall be responsible for ensuring that all of its employees are complying, at all times, with the Terms, conditions and Specifications outlined herein. CONTRACTOR shall be responsible for obtaining all necessary permits for charging stations and for compliance with applicable Federal, State and local statutes pertaining to the services to be provided. CONTRACTOR will be responsible for all costs associated with purchasing, operating and maintaining its own fleet of vehicles, including but not limited to purchasing, charging, maintaining, registering, storing of vehicles, and insurance and branding.

XI. INSURANCE

- a. The CONTRACTOR shall not commence any performance pursuant to the terms of the Agreement until certification or proof of insurance has been received and approved by the CITY’s Risk Manager or their designee.
- b. The required insurance coverage is to be issued by an insurance company authorized licensed, and registered to do business in the State of Florida, with the minimum rating of B+ or better, in accordance with the latest edition of

SCOPE OF SERVICES

A.M. Best's Insurance Guide. This insurance shall be documented in certificates of insurance which provide that the CITY shall be notified at least thirty (30) days in advance of cancellation, non-renewal, or adverse change, or other such notice as is required by the policy. The receipt of certificates or other documentation of insurance or policies or copies of policies by the CITY or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements.

- c. Prior to commencing any work pursuant to this Agreement, the CONTRACTOR must submit a current Certificate of Insurance, naming the CITY OF PLANTATION, as an additional insured and listed as such on the insurance certificate. New certificates of insurance are to be provided to the CITY prior to or upon expiration. The CONTRACTOR shall provide insurance coverage as prescribed in Exhibit "B" which is attached and incorporated into this agreement.
- d. Garage Keeper's Liability is not a required insurance coverage under this agreement. The CONTRACTOR waives all claims for loss, theft or damage to CONTRACTOR's vehicles that may be stored or parked on a CITY-owned property.

XII. INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and contractors from any and all liability, losses, or damages including attorney's fees and costs of defense, which the CITY or its officers, employees, agents, or contractors may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or natures arising out of, relating to, or resulting from any unlawful, willful, negligent, or reckless acts or omissions by CONTRACTOR or its employees, agents, servants, partners, principals, or subcontractors in the performance of the services to be provided pursuant to this Agreement.

CONTRACTOR shall pay all claims and losses, and shall investigate and defend all claims, suits, or actions of any kind or nature arising out of, relating to, or resulting from any unlawful, willful, negligent, or reckless acts or omissions by CONTRACTOR or its employees, agents, servants, partners, principals, or subcontractors in the performance of services to be provided pursuant to this Agreement in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred.

CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of the CONTRACTOR under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive CITY's rights and immunities under the common law of Florida Statute 768.28 as amended from time to time. The

SCOPE OF SERVICES

CONTRACTOR expressly understands and agrees that any insurance shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the CITY, or its officers, employees, agents, and CONTRACTORS. This paragraph shall survive the expiration or termination of this agreement.

XIII. LICENSURE AND CERTIFICATION

The contractor shall hold all licenses and certifications, obtain and pay for all permits and inspections, and comply with all laws, ordinances, regulations, and building code requirements applicable to the required services. Damages, penalties or fines imposed on the CITY or CONTRACTOR, for failure to obtain and maintain required licenses, certifications, permits or inspections shall be borne by the CONTRACTOR. The CONTRACTOR shall comply with all laws and regulations applicable to provide the services. The CONTRACTOR shall be familiar with all federal, state, and local laws that may affect the goods and services being provided.

XIV. SUBCONTRACT

The CONTRACTOR shall not subcontract any portion of the work without the prior written consent of the CITY. Subcontracting without the prior consent of the CITY shall constitute a material breach of the agreement and may result in termination of the agreement. A list of all sub-contractors must be provided with the proposal.

XV. ASSIGNMENT

The CONTRACTOR shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title, or interest, or its power to execute such contract to any person, company or corporation without the prior written consent of the CITY, which shall not be unreasonably withheld. Assignment without the prior written consent of the city may result in termination of the Agreement.

XVI. SERVICE LEVELS

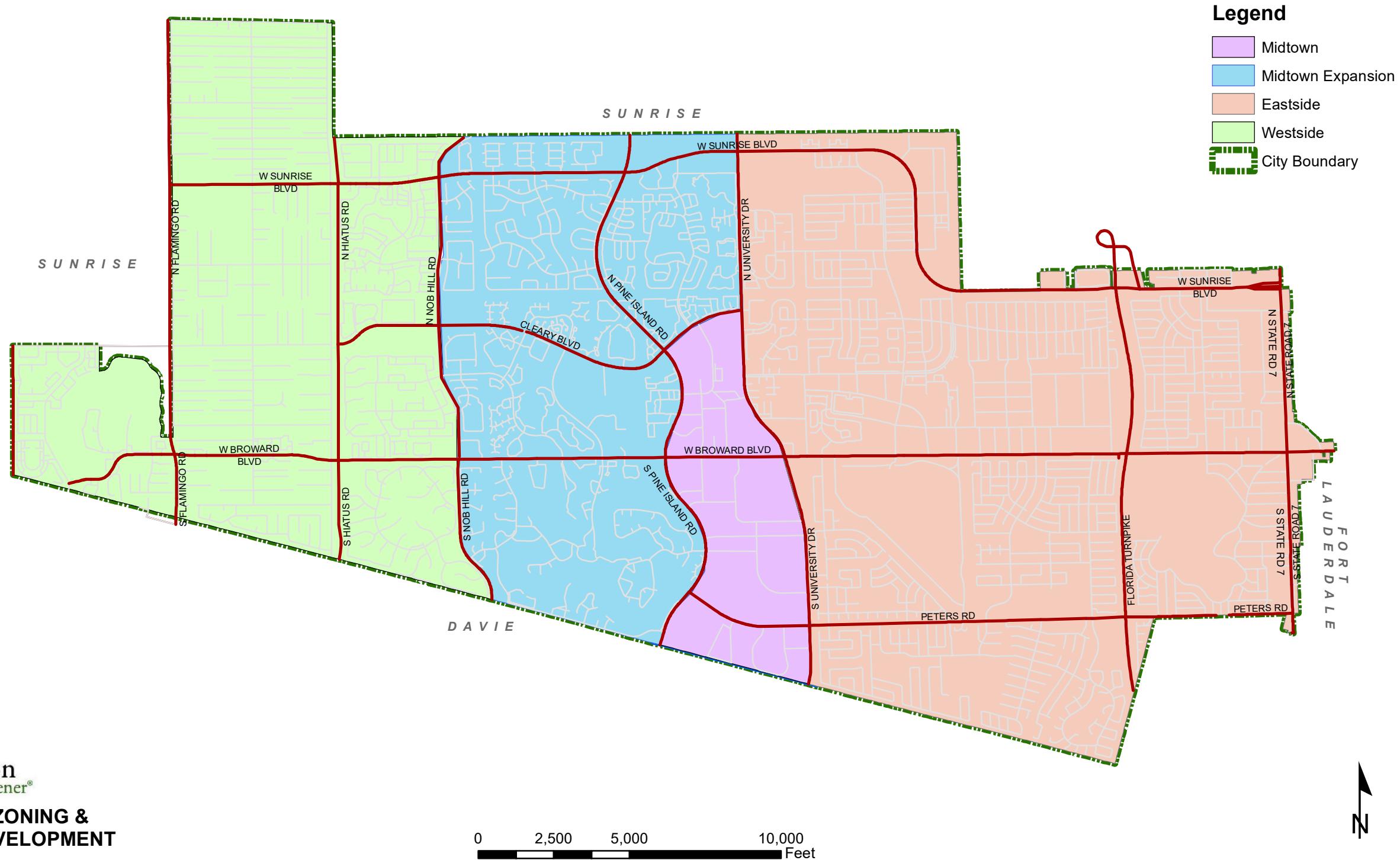
Vendor will propose and commit to service levels for all or the majority of the following:

Service Levels Data

- a. Average wait time
- b. Average trip rating
- c. Average time to resolve complaints.
- d. Average response time to calls and emails.
- e. Maximum percentage of missed, declined trips and cancelled trips.
- f. Percentage of trips in low-emissions vehicles
- g. Percentage of trips served in hybrid/electric vehicles.
- h. Other

END OF SECTION

MICRO-TRANSIT ZONES MAP CITY OF PLANTATION



Potential Location of Charging Facility

Parking area behind City Hall – southeast side of building



Aerial view of City Hall





Section 2

APPROACH TO THE SCOPE OF SERVICE

SECTION 2 - Approach to The Scope of Service

Introduction

The City of Plantation's micro-transit initiative aims to provide on-demand transportation that reduces traffic congestion, decreases single-occupancy vehicle usage, and enhances connectivity to mass transit options. This program reflects the city's broader goals of creating a more sustainable, efficient urban environment. At Freebee, we understand the importance of integrating seamlessly into the City of Plantation's community, and we've designed our micro-transit service with this in mind. Our approach closely aligns with the goals outlined in the Plantation Multi-Modal Transportation Plan (MMTP), which addresses the City's current and future transportation needs by improving safety, increasing connectivity, and enhancing accessibility for all residents, business owners, and visitors. In addition to the MMTP, our proposal is designed to meet the major goals outlined within the RFP, ensuring that our service supports the City's long-term vision for sustainable growth, reducing traffic congestion, and creating a more pedestrian-friendly environment. Below, we've outlined the key objectives as identified in the RFP, which align directly with the overarching goals of the MMTP:

Goal/Objective 1. Enhancing Transportation Infrastructure

Freebee's on-demand micro-transit system is tailored to augment the City's existing transportation infrastructure. By focusing on major corridors such as Nob Hill Road, Cleary Boulevard, and University Drive, our service helps alleviate vehicular congestion and decrease reliance on privately-owned vehicles. This supports the broader objectives of the MMTP, improving connectivity and safety for the City's residents and visitors while enhancing the accessibility of key destinations throughout Plantation. By targeting these crucial transportation arteries, Freebee's solution will also contribute to the City's sustainability and long-term infrastructure planning goals.

SECTION 2 - Approach to The Scope of Service

Goal/Objective 2. Supporting Urban Transformation in Midtown

Plantation's Midtown district is undergoing a significant transformation into a vibrant, mixed-use town center, and Freebee is proud to support this evolution. Our services align with the MMTP's Midtown Connectivity methodologies, which emphasize pedestrian-friendly environments and multimodal connectivity. By providing convenient, reliable transit options within the district, Freebee supports the city's vision of a well-connected, walkable urban core that is accessible and appealing to residents, visitors, and employees alike. Our service facilitates easy access to local businesses, parks, and public spaces, contributing to a vibrant and thriving Midtown.

Goal/Objective 3. Expanding Access and Encouraging Sustainable Practices

The City of Plantation prioritizes adaptable, scalable transportation solutions, and Freebee's micro-transit service is uniquely positioned to meet this need. Our flexible model allows for easy adjustments to fleet size, hours of operation, and vehicle types to accommodate varying demand levels and special groups, such as seniors. This scalability ensures that the service can extend beyond the Midtown area, aligning with Plantation's long-term strategic vision for a city-wide transportation system.

Freebee's service enhances accessibility for those both within and beyond Midtown, providing seamless, reliable transit without the need for personal vehicles. Our fleet of fully electric, ADA-compliant vehicles supports the City's sustainability goals, reducing emissions while ensuring inclusivity.

Additionally, Freebee's operations will contribute to the City's traffic-calming initiatives by helping to reduce vehicle speeds and volumes, enhancing the safety and comfort of pedestrians and cyclists. Our commitment to improving connectivity within Midtown will address critical barriers such as Broward Blvd and Peters Rd, ensuring that all residents and visitors can move safely and efficiently throughout the community.

SECTION 2 - Approach to The Scope of Service

Goal/Objective 4. Community Engagement and Strategic Partnerships

Freebee's commitment to community engagement is central to our operational philosophy, ensuring that our services are continually adapted to meet the nuanced needs of Plantation's residents and visitors. Our Community Ambassadors will engage proactively with stakeholders to promote service adoption and gather community feedback, ensuring that our operations remain responsive to the evolving dynamics of the community. Additionally, Freebee seeks to cultivate strategic partnerships and secure funding opportunities to support the program's longevity.

Goal/Objective 5. Commitment to "Aging-In-Place" and Senior Mobility Solutions

One of our core commitments is to provide mobility solutions that support Plantation's aging population. Freebee's service empowers senior residents to live independently, maintain their connection to the local economy, and remain active participants in their communities. In Miami Beach, Freebee played a pivotal role in securing CARES Act funding to provide specialized transportation services for seniors during the COVID-19 pandemic. This experience has led us to additional senior mobility contracts with the City of Doral and Village of Wellington demonstrating our capacity to meet the unique needs of different municipalities. By offering an adaptable service model that aligns with local needs, Freebee contributes to the social sustainability and inclusivity of Plantation's senior population.

By seamlessly integrating into Plantation's community and aligning our services with the City's master plan, Freebee is uniquely positioned to support the City of Plantation's vision for a sustainable, connected, and pedestrian-friendly urban environment. Our tailored micro-transit solution not only addresses immediate transportation needs but also enhances long-term livability, accessibility, and socio-economic vitality within the city. Through our focus on expanding access, supporting urban transformation, and promoting sustainable practices, Freebee will help Plantation achieve its goals for a more resilient, inclusive, and connected community.

SECTION 2 - Approach to The Scope of Service

How the Service Works

Scope of Work Summary

Freebee's phased approach to implementing and expanding its microtransit service in Plantation is designed to align with the City's long-term transportation objectives, as outlined in the Plantation Multi-Modal Transportation Plan (MMTP).

From the outset, Freebee will focus on delivering reliable, on-demand transportation that connects residents, visitors, and business owners to key destinations within the Midtown District. Our flexible and scalable service model ensures that as the program progresses, it can be expanded to meet increased demand and extend to underserved areas of the City. With a commitment to sustainability, inclusivity, and enhanced connectivity, Freebee's microtransit solution will not only meet the immediate transportation needs of Plantation but also serve as a foundation for a scalable, city-wide transit system that supports the City's long-term strategic goals.

Below is our phased approach with regards to the implementation and how we envision growth, ensuring that each stage builds upon the success of the previous, with the flexibility to adapt and scale as community needs evolve and demand for services increases.

Stage 1: Pilot Program in Midtown.

In the initial phase, Freebee will operate exclusively within the Midtown District, with a focus on establishing a reliable, accessible, and community-centered micro transit service. Passengers will have three convenient ways to request a ride: on-demand through the Ride Freebee app, by calling our dispatch center, or by flagging down a vehicle (if the City opts to include this feature). Rides must both start and end within the Midtown District to be eligible to use the service. Our highly trained drivers, who also serve as community ambassadors, will go beyond just providing transportation—they will foster meaningful connections with both residents and visitors, ensuring every ride is a positive experience.

SECTION 2 - Approach to The Scope of Service

We recommend starting with a fleet of 4 vehicles, each operating 70 hours per week, based on extensive simulator modeling to optimize service efficiency. However, given the City's budget of \$400,000, the fleet will initially consist of 3 vehicles, including three Tesla SUVs and an additional ADA-accessible vehicle to accommodate individuals requiring wheelchair access. This ensures that we can maintain 3 vehicles on the road during peak hours and between 1-2 vehicles during non-peak times.

Freebee's commitment to the City of Plantation goes beyond operations. We will deliver a full-service marketing plan and provide regular customer service reports to ensure clear communication and track the success of the program. Additionally, we will offer a live data dashboard, providing full transparency into performance metrics and enabling real-time adjustments to meet the City's needs.

A key differentiator of our service is its role in promoting local economic development. Through the Ride Freebee mobile app, we will offer an exclusive platform to support and promote local businesses—a feature no other provider offers. Our team of micro transit industry and operational experts, all fully dedicated to the City of Plantation, will work tirelessly each day to ensure the highest standards of service and performance, making the City proud of this innovative transit solution.

The hours of operation during this stage will be:

- Monday-Thursday: 11 AM – 10 PM
- Friday: 11 AM – 12 Midnight
- Saturday: 10 AM – 12 Midnight

Freebee is also committed to deep community engagement, ensuring that our service becomes an integral part of Plantation life. Our outreach efforts will foster lasting relationships with residents and stakeholders, ensuring our service evolves with the needs of the community.

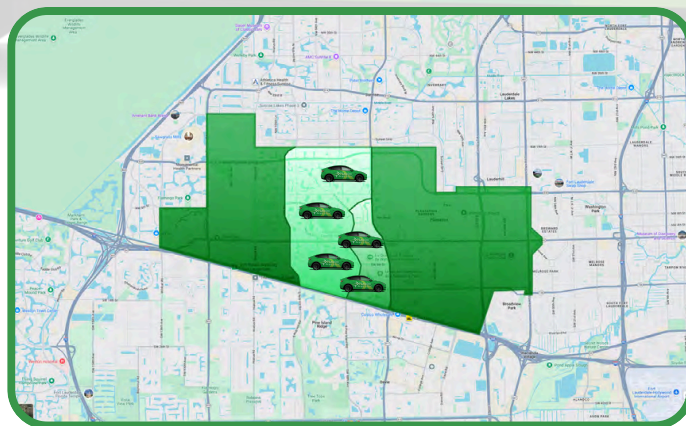
We will provide a more in-depth exploration of our operating plan and technology platform in the subsequent sections of Section 2.

SECTION 2 - How the Service Works



Stage 2: Midtown Expansion. Building on the success of Stage 1, Stage 2 will expand the service to cover the broader Midtown Expansion area. During this phase, the service will be designed so that riders must either be picked up or dropped off within the original Midtown zone, at a mass transit stop, or at an inter-city connection point to be eligible to use the service. This approach will enhance connectivity and promote strategic economic development while keeping the service area manageable.

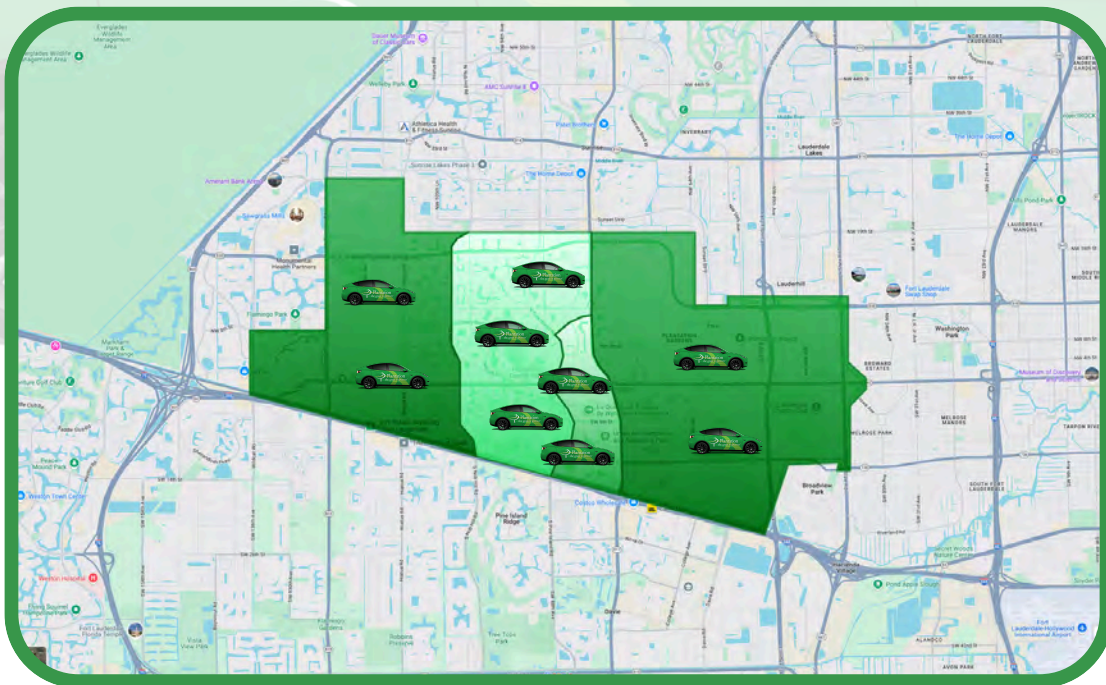
Based on the data collected during Stage 1, we will likely recommend adding 1-2 additional vehicles to the fleet to accommodate the expanded area. Additionally, we will offer the City the option to introduce a rider fee to further support the service's growth and sustainability.



SECTION 2 - How the Service Works

Stage 3: Enhanced Connectivity In this phase, we will expand the service to include two additional zones: the "Eastside" and "Westside," giving riders access to key commercial areas, parks, service connections, and points of interest in these regions. To align with the City's request, rides will have the flexibility to either begin or end outside of the Midtown District but remain fully within either the "Eastside" or "Westside" service zones. This approach will allow trips to originate or terminate in these new zones while ensuring seamless connectivity across the city. A small charge may be introduced for trips that extend beyond Midtown, providing the City with a flexible, sustainable service model.

To maintain operational efficiency, the system can be configured to ensure that rides to and from these new zones are only available if the trip either starts or ends in the Midtown zone. This strategic expansion broadens the service's reach while keeping operations streamlined. As these zones grow, additional fleet capacity will be required, and Freebee will collaborate closely with the City to recommend the optimal number of vehicles to meet service demands and continue delivering high-quality transportation.



SECTION 2 - How the Service Works

Dynamic Vehicle and Hours of Operation Scheduling

The phased approach outlined above has been carefully developed using city characteristics, combined with our extensive experience operating similar services in neighboring communities. Our service is designed to provide maximum flexibility, allowing for the scaling of the vehicle fleet and modification of operating hours with sufficient notice. This means we can adapt to fluctuations on a monthly, weekly, daily, or even hourly basis, ensuring the highest level of service is consistently delivered.

Our operational model leverages real-time demand analytics, enabling dynamic adjustments to fleet size and vehicle types to meet ridership demands efficiently. This flexibility ensures that service levels are optimized at all times, even during periods of fluctuating demand.

In keeping with our commitment to providing a hospitality-driven program, we will also offer additional hours and expanded operations during special events. This includes deploying extra vehicles, personnel, and resources as necessary to ensure seamless service when it's needed most.

Parking + Charging Stations

Freebee is dedicated to working closely with city staff to optimize and maintain designated charging station locations for the efficient charging and staging of vehicles. This partnership will ensure that the cutting-edge charging infrastructure not only meets the operational requirements of our service but also enhances accessibility for users. Charging stations located on city property would serve as an ideal hub for Freebee's vehicles, with the added benefit of being available for use by city employees or others during off-hours when not in use by Freebee. Should the primary location prove unavailable, Freebee will proactively identify alternative charging and staging sites within the city, including options outside of municipal property, which we have done in many other service areas.

SECTION 2 - Approach to The Scope of Service

How To Request a Ride

At Freebee, we prioritize ease and convenience, offering multiple ways for residents and visitors to access our micro transit service. Whether through the Ride Freebee mobile app, by phone, or simply flagging down a vehicle, we make it simple for everyone to request a ride and ensure that the service is as user-friendly as possible.

The custom-built application, powered by Freebee, will be developed in close collaboration with the City of Plantation. This partnership ensures that the app is designed with the unique needs of the city's residents and visitors in mind, providing a seamless, customer-focused platform for booking on-demand rides. The app's final branding will be developed in coordination with the City and its marketing team, ensuring it aligns with the City's overall vision and mission.

The registration process is intuitive and straightforward, guiding users through profile setup so they can begin booking rides immediately. Once registered, users can easily manage their travel plans through the platform.

There are three convenient ways to request a ride:

01



On-Demand via the Ride Freebee mobile app

02



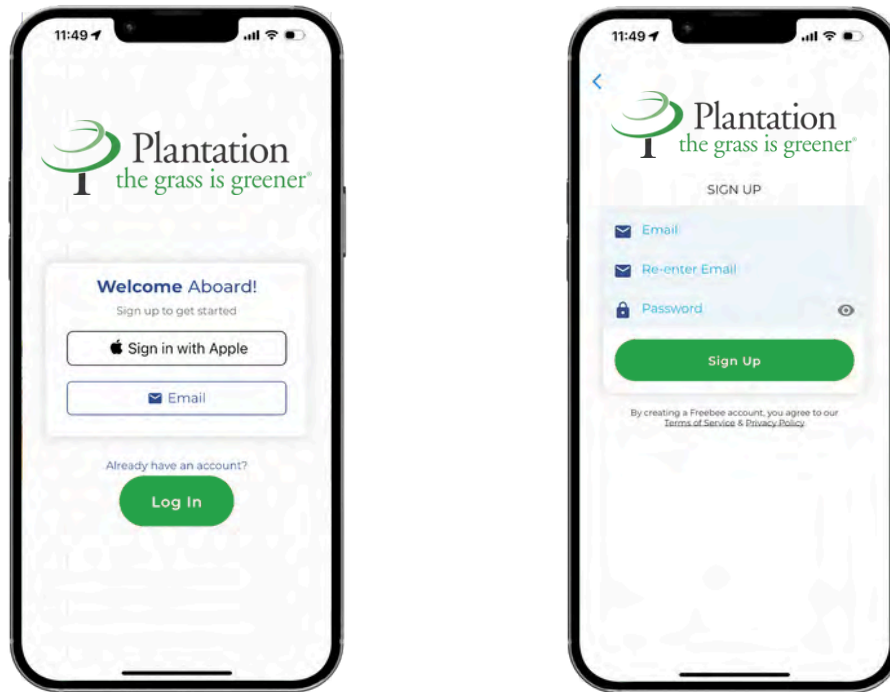
By calling Freebee's dispatch center

03



By waving down a passing vehicle (if the City opts for this feature)

SECTION 2 - Approach to The Scope of Service



Technology Overview

The Freebee service leverages cutting-edge technology to provide an exceptional on-demand micro transit service that redefines urban mobility. At its core, the app features a user-friendly interface that facilitates easy booking, real-time vehicle tracking, and seamless communication between riders and drivers. Advanced GPS technology ensures precise routing, while integrated traffic data allows for optimized travel times, enhancing overall efficiency. The app's robust backend supports a comprehensive data collection framework, enabling continuous service improvement through detailed analytics on user behavior, trip patterns, and operational efficiency. Additionally, safety and security are paramount, with features such as in-app emergency contacts and secure data protocols to protect user information. This holistic approach to technology empowers Freebee to deliver a reliable, convenient, and sustainable transit solution, making it a favorite among communities looking to enhance their public transportation systems.

SECTION 2 - Approach to The Scope of Service

Custom Branded Mobile App – Plantation Experience

Freebee is excited to introduce a custom-branded, white-labeled mobile application for the City of Plantation, powered by Freebee. This dedicated app will embody the local spirit and unique needs of the community, offering a seamless and user-friendly interface that simplifies the public transit experience. By integrating state-of-the-art technology and real-time data, Plantation's mobile app will provide dynamic and comprehensive microtransit services, ensuring high accessibility and efficiency for all users. The app will feature easy navigation, real-time tracking, and personalized service options, making public transportation more attractive and accessible to everyone in the community, from daily commuters to tourists exploring the vibrant locales of Plantation.

This app is tailored to meet the unique transportation needs of Plantation, incorporating real-time GPS tracking, seamless route optimization, and intuitive user interfaces to deliver a superior transit experience. Advanced algorithms facilitate efficient ride-pairing and dynamic routing to maintain high on-time performance standards, while integrated communication tools ensure constant connectivity between drivers, passengers, and dispatch. The app also emphasizes safety and security with features like in-app emergency contacts and rigorous data protection measures. By blending robust technology with a localized approach, Freebee's technology not only enhances daily commutes but also enriches the community's access to sustainable and reliable transportation options.

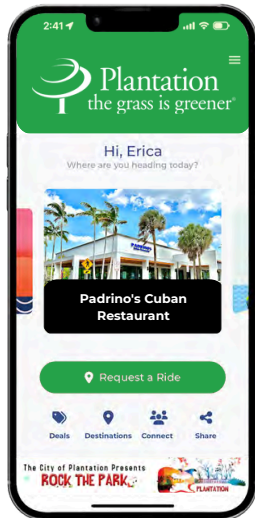
SECTION 2 - Approach to The Scope of Service

The app will be searchable in both the Google Play and Apple Store under “Freebee”, ensuring easy discoverability for potential users. Additionally, when opened within municipal boundaries, the app will transform into a fully branded Plantation experience, providing a cohesive and tailored interface for local riders. Leveraging our current user-base of over 800,000 profiles in South Florida, as well as the unique marketing elements inherent to Freebee’s platform, this integration will serve as a powerful tool for driving ridership from inception. By capitalizing on the widespread popularity and familiarity of the Freebee brand, we can effectively promote Plantation’s new micro transit service to a broad audience, encouraging adoption and usage among residents and visitors alike. Our in-house development team allows us to stay flexible, continuously improving and adapting features to meet the unique goals and objectives of the City of Plantation.



SECTION 2 - Approach to The Scope of Service

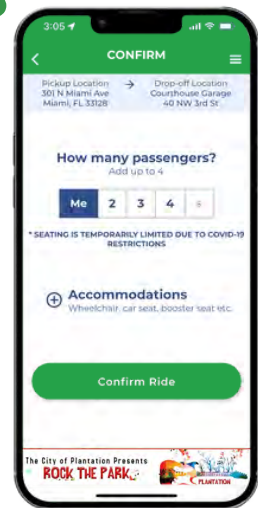
01



02



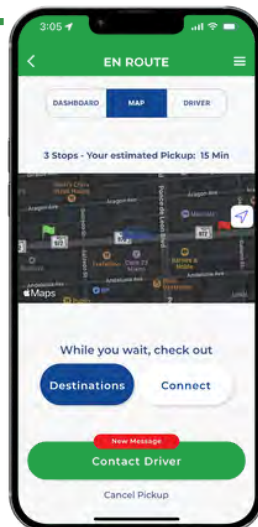
03



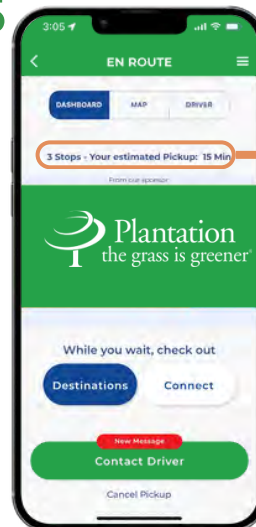
SELECT DESTINATION

Search your destination by category or manually enter the address you'd like to visit.

04



05



ETA
Display

SEND TO DRIVER

Choose the amount of passengers riding with you and click "Send to Driver". Your ride will automatically be paired with a driver and ETA will be displayed.

SECTION 2 - Approach to The Scope of Service

Accessibility and Special Needs

Accommodating Special Requirements

The app allows for the inclusion of mobility devices or service animals in the trip request. In fact, all service pets are welcome to ride along as long as they do not induce unsafe conditions or impose a threat to the safe operation of the service. The app also enables users to specify the need for wheelchair-accessible vehicles and many additional accommodations, ensuring the driver is prepared with the appropriate equipment.

Accessibility Standards Compliance

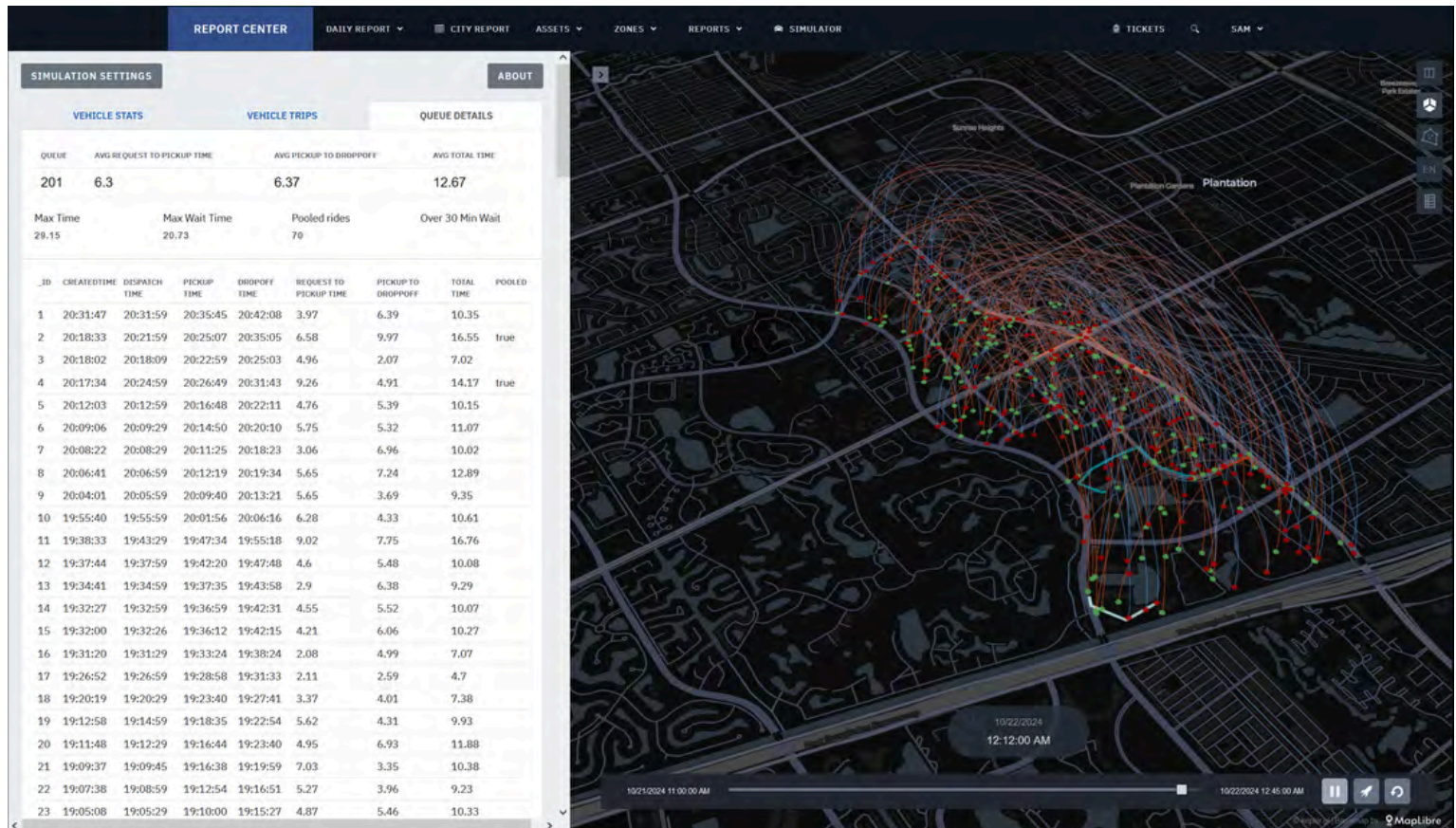
The Smartphone app adheres to and is always working to comply with WCAG-level AA accessibility standards. Our in-house technology team is always following up on app development guidelines from Apple and Google. This commitment ensures that the app is accessible to all users, including those who rely on screen readers and other assistive technologies.

Service Planning Simulator

Freebee's Service Planning Simulator is a powerful tool designed to optimize the planning and expansion of microtransit services. By utilizing real-time data and sophisticated modeling, the simulator enables cities and transit planners to visualize various service scenarios, forecast demand, and assess the impact of route expansions or adjustments in operational hours. This allows for strategic decision-making by simulating the effect of different fleet sizes, service areas, and rider demand patterns, ensuring that any expansion is both efficient and responsive to community needs.

The importance of this tool cannot be overstated when looking to expand service. It provides valuable insights into how changes in service can affect ridership, operational costs, and overall performance, allowing for data-driven adjustments before implementation. This ensures that Freebee's microtransit solution can scale smoothly while maintaining high service levels, cost-efficiency, and customer satisfaction, making it a vital resource for long-term growth planning.

SECTION 2 - Approach to The Scope of Service



SECTION 2 - Approach to The Scope of Service

Data & Reporting

Freebee understands that effective communication and transparency are vital for building a strong partnership with the City of Plantation. To facilitate this, we provide our partners with a custom data dashboard, granting access to all program metrics. Plantation staff will be able to customize reports based on their specific needs, accessible anywhere, at any time. The dashboard visualizes user-friendly reports, including easy-to-analyze graphs, heat maps, and downloadable Excel charts. Our operations and management team is always available during regular business hours to assist Plantation staff with any questions or concerns regarding the portal and their data. Additionally, automated reports will be created and available relative to any time intervals that Plantation staff may request.

Security and privacy are priorities for Freebee. Our systems ensure that personally identifiable information is not shared. Our robust Safety Systems Program Plan standardizes our entire operation, safeguarding the identities of all users. This commitment extends to both internal management and tracking, as well as external partnerships. No one within or outside the company can link a user's profile with the data collected and shared.

In collaboration with the City of Plantation, Freebee will craft a custom dashboard for real-time performance metrics display. Daily, weekly, and/or monthly reports will go beyond standard requirements, offering insights into:

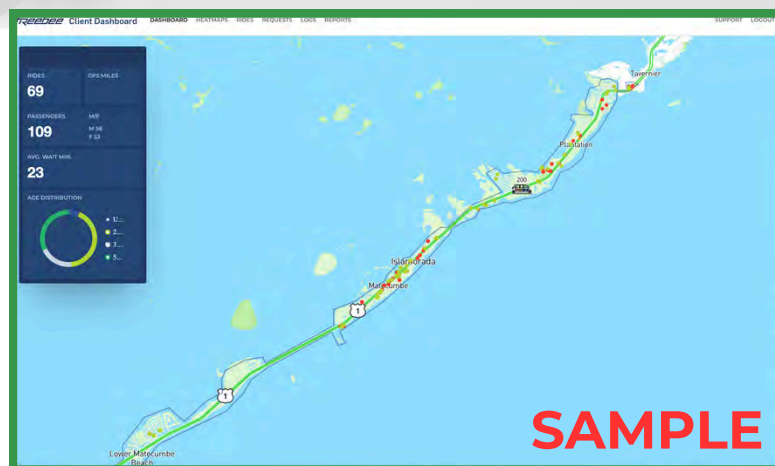
- Completed ridership
- Demographic information
- Origin & Destination information as a heat map
- Trip durations
- Trip request method
- Vehicle occupancy

SECTION 2 - Approach to The Scope of Service

- Vehicle Miles Traveled
- Total hours of operation
- Peak and low ridership hours (including dead volume)
- Level of Service and Headway for ridership
- Average Wait Time
- Average Pickup Time
- Estimated Scope 1 greenhouse gas prevention per passenger and in aggregate
- Average Operator Rating
- Number of Unique Riders
- Cost per ride
- WAV Ridership Data
- Customer complaints, incidents, requests, and accommodations

Dashboard:

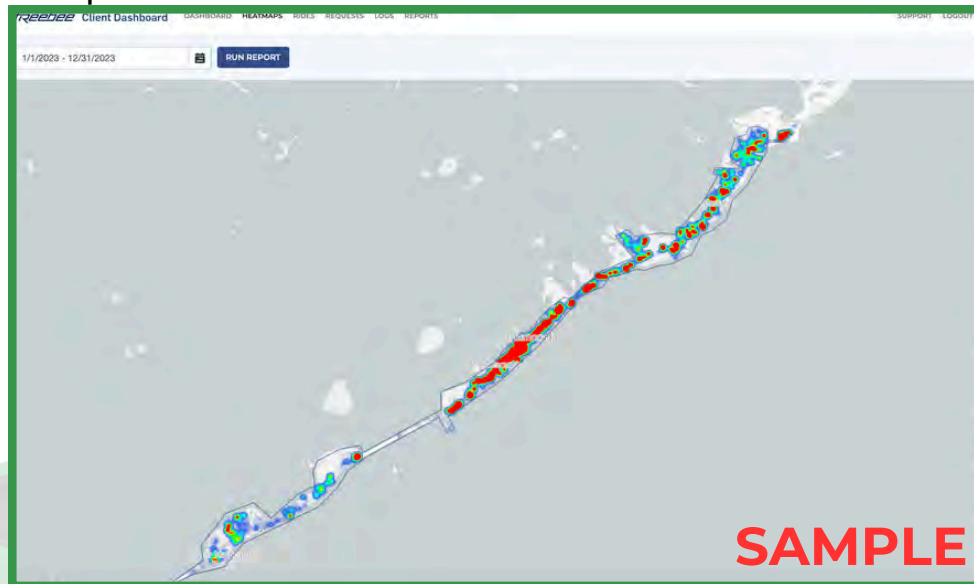
The central hub, serving as the homepage, provides real-time tracking of all vehicles. It offers a comprehensive overview of key daily statistics, including ridership, wait times, male/female count, and age distribution, providing a dynamic and insightful snapshot of the system's daily performance.



SECTION 2 - Approach to The Scope of Service

Heatmaps:

Within this tab, an intricate display unfolds, revealing all pickup and drop-off hotspots within a customizable date range. This feature provides a visually intuitive representation, offering valuable insights into user behavior and service utilization patterns.



Rides:

Within the rides tab, a comprehensive history of every completed ride request is meticulously detailed for any chosen date range. This granular data, rich in information for each ride, can be seamlessly exported to Excel, facilitating streamlined reporting and analysis.

The screenshot shows the 'Rides' tab in the Freebee Client Dashboard. It displays a table of ride data with columns for Ride ID, Vehicle, Created, Pickup, Dropoff, Request to Pick, Drop, Passenger, Start, End, Pickup to Drop, A., M., F., D., and Type. The word 'SAMPLE' is overlaid in red text.

Ride ID	Vehicle	Created	Pickup	Dropoff	Request to Pick	Drop	Passenger	Start	End	Pickup to Drop	A.	M.	F.	D.	Type
336907	131 - Villa...	01/15/202...	96075 Ol...	83268 Ov...	31	01/15/202...	2	-80.53441...	-80.61777...	1.5747045	19	1	1	5	app
336933	208 - Villa...	01/15/202...	143 Electr...	69801 Ol...	30	01/15/202...	1	-80.55470...	-80.53798...	0.9411402	25	1	0		app
337007	200 - Villa...	01/15/202...	83268 Ov...	Upper Ma...	2	01/15/202...	1	-80.61772...	-80.63496...	0.5550889	46	0	1	5	app
338339	200 - Villa...	01/15/202...	Old Hwy	83286 Ov...	21	01/15/202...	2	-80.63384...	-80.61757...	1.1626663	28	1	1	5	app
337317	131 - Villa...	01/15/202...	17 Flamm...	81801 Ov...	10	01/15/202...	2	-80.61758...	-80.63388...	0	28	1	1		app
336382	208 - Villa...	01/15/202...	81884 Ov...	87000 Ov...	38	01/15/202...	1	-80.61064...	-80.58886...	0	74	1	0	5	app
338370	208 - Villa...	01/15/202...	81888 Ov...	81410 Ov...	60	01/15/202...	1	-80.63334...	-80.52299...	0.38803897	28	0	1	5	app
335431	200 - Villa...	01/15/202...	218 S Air...	83268 Ov...	25	01/15/202...	1	-80.52093...	-80.61757...	2.5032287	29	1	0	5	app
335645	200 - Villa...	01/15/202...	165 El Ca...	Public Ma...	36	01/15/202...	2	-80.73094...	-80.61757...	1.7186863	2024	1	1		dispatch
335643	200 - Villa...	01/15/202...	81868 Ov...	81400 Ov...	24	01/15/202...	1	-80.63333...	-80.52287...	4.2342057	46	0	1	5	app
335676	200 - Villa...	01/15/202...	131 Bassi...	81644 Ov...	28	01/15/202...	1	-80.55517...	-80.63728...	1.248328	24	0	1	5	app
335747	200 - Villa...	01/15/202...	83268 Ov...	48 High P...	28	01/15/202...	2	-80.61764...	-80.55074...	0.8828855	66	1	1	5	app
335312	200 - Villa...	01/15/202...	87488 Ov...	86790 Ov...	2	01/15/202...	1	-80.56119...	-80.57124...	0.13265517	21	0	1	5	app
337482	200 - Villa...	01/15/202...	Trading P...	125 Gum...	14	01/15/202...	1	-80.63333...	-80.56491...	0.9612544	87	1	0		dispatch
335254	200 - Villa...	01/15/202...	Winn-Dix...	First Bapt...	17	01/15/202...	1	-80.52403...	-80.64206...	1.6293548	2024	0	1		dispatch
337182	208 - Villa...	01/15/202...	98800 Ov...	81573 Ol...	79	01/15/202...	1	-80.63046...	-80.63849...	1.0040735	58	1	0		app
337179	208 - Villa...	01/15/202...	87000 Ov...	81500 Ov...	25	01/15/202...	4	-80.56874...	-80.52400...	0	60	2	0	5	app
337075	208 - Villa...	01/15/202...	84500 Ov...	87200 Ov...	16	01/15/202...	2	-80.60187...	-80.56943...	0.6488611	58	1	0	5	app
337070	200 - Villa...	01/15/202...	164 Villa...	83268 Ov...	17	01/15/202...	1	-80.56930...	-80.61777...	1.1227013	90	1	0		app
339458	131 - Villa...	01/15/202...	First Bapt...	Winn-Dix...	30	01/15/202...	2	-80.64206...	-80.52403...	0.96697783	2024	1	1		dispatch

SECTION 2 - Approach to The Scope of Service

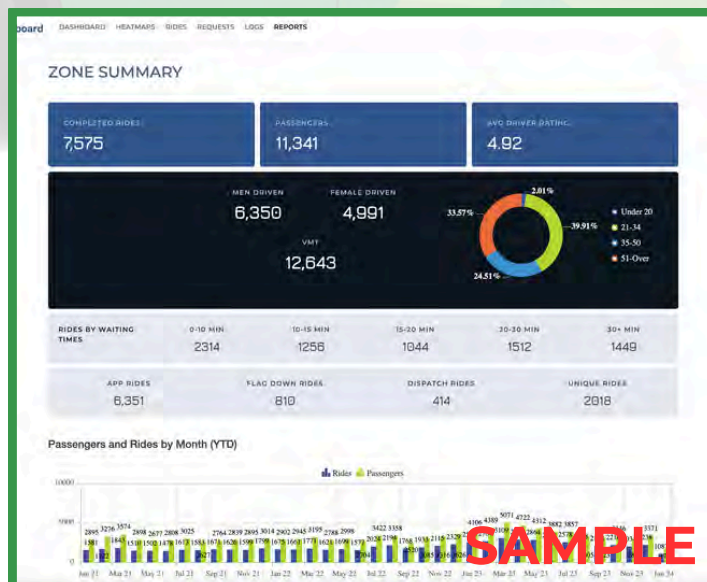
Requests:

The requests tab offers a deep dive into detailed data for any ride that was requested but not completed, providing valuable insights into the dynamics of incomplete ride requests. Additionally, this information is exportable to Excel, ensuring flexibility and ease in further analysis.

Ride ID	Status	Driver Cancel	User Cancel	Created	Pickup	Dropoff
337888	Driver Cancelled	01/15/2024 04:01:30 PM		01/15/2024 04:36:26 PM	81450-81537 Overseas Hwy	80241 Overseas Hwy
337899	Driver Cancelled	01/15/2024 04:34:41 PM		01/15/2024 04:33:18 PM	81532 Overseas Hwy	80091 Overseas Hwy
335827	User Cancelled		01/15/2024 10:54:22 AM	01/15/2024 10:51:58 AM	Old Hwy	83268 Overseas Hwy
335905	User Cancelled		01/15/2024 10:51:49 AM	01/15/2024 10:46:27 AM	Old Hwy	83268 Overseas Hwy
337381	Driver Cancelled	01/15/2024 03:34:24 PM		01/15/2024 03:22:27 PM	91400 US-1	84001 Overseas Hwy
336866	User Cancelled		01/15/2024 02:07:43 PM	01/15/2024 02:01:04 PM	90575 Old Hwy	83268 Overseas Hwy
335640	User Cancelled		01/15/2024 10:01:05 AM	01/15/2024 10:00:39 AM	105 El Capitan Drive, Islamorada	Publicis Islamorada
337029	Driver Cancelled	01/15/2024 04:05:39 PM		01/15/2024 04:00:12 PM	84861 Old Overseas Hwy	99 Madeira Rd
335446	User Cancelled		01/15/2024 09:18:11 AM	01/15/2024 09:03:19 AM	100 Iniquis Dr	208 Plantation Dr
335323	User Cancelled		01/15/2024 08:28:03 AM	01/15/2024 08:25:50 AM	214 Preston St	120 Parle Salvo Dr
335582	User Cancelled		01/15/2024 01:31:46 PM	01/15/2024 01:11:01 PM	81621 Old Hwy	81996 Old Hwy
336207	Driver Cancelled	01/15/2024 12:09:30 PM		01/15/2024 11:59:37 AM	87435 Old Overseas Hwy	80270 Overseas Hwy
336191	User Cancelled		01/15/2024 11:57:49 AM	01/15/2024 11:57:22 AM	87435 Old Overseas Hwy	87200 Overseas Hwy
336226	User Cancelled		01/15/2024 12:11:27 PM	01/15/2024 12:03:57 PM	91400 Overseas Hwy	83268 Overseas Hwy
338874	Driver Cancelled	01/15/2024 08:12:19 PM		01/15/2024 07:55:07 PM	149 Iniquis St	82100 Overseas Hwy
338870	User Cancelled		01/15/2024 07:58:48 PM	01/15/2024 07:52:19 PM	82749 US-1	175 Tampa Dr
338742	User Cancelled		01/15/2024 07:10:40 PM	01/15/2024 07:07:06 PM	83268 Overseas Hwy	216 S Airport Rd
338249	User Cancelled		01/15/2024 05:32:51 PM	01/15/2024 05:30:05 PM	110 Madeira Rd	83268 Overseas Hwy
338028	User Cancelled		01/15/2024 06:22:57 PM	01/15/2024 06:22:00 PM	83268 Overseas Hwy	80460 Overseas Hwy
338271	Driver Cancelled	01/15/2024 06:50:36 PM		01/15/2024 05:36:56 PM	98 Madeira Rd	80500 Overseas Hwy

Reports:

Within the reports tab unfolds a visually appealing and comprehensive presentation of all high-level Key Performance Indicators (KPIs) for any designated date range. This report mirrors the detailed monthly reporting provided to the City, offering a sophisticated and user-friendly analysis of the essential metrics.



SECTION 2 - Approach to The Scope of Service

Fleet and Driver Management Tools

Driver App

The driver side perspective of the Freebee app is integral to delivering seamless transportation services. Featuring a user-friendly interface and real-time connectivity, the app empowers our professional community ambassador drivers to efficiently navigate routes, pick up passengers, and ensure a top-tier experience in a safe and efficient manner. Leveraging GPS-based IoT systems, drivers remain connected to the platform, enabling swift response to ride requests and route optimization while maintaining direct contact with the Workforce and dispatch team. When a ride is dispatched, it seamlessly integrates into the app, ensuring consistency in service delivery and enabling comprehensive data tracking. The app's backend data collection system captures vital ride details, passenger preferences, and trip histories, enhancing operational efficiency and service personalization. Enhanced safety measures include a cloud-based camera facing inward towards the driver and passengers, adding an extra layer of security and accountability. By equipping drivers with advanced technology and streamlined processes, the Freebee app elevates the overall quality and reliability of our on-demand transportation service.

Freebee's Dispatch Center

Freebee's dispatch phone center, available throughout our operational hours, is a cornerstone of our commitment to accessibility and inclusivity. Staffed by bilingual representatives, fluent in both English and Spanish, this vital service caters to the diverse needs of our passengers, including seniors, individuals with disabilities, and those without smartphones. Our in-house team of Freebee employees manages every aspect of the dispatch center, ensuring that every interaction is handled with care and expertise. Whether it's assisting with route navigation, addressing concerns, or facilitating bookings, our dispatch center provides personalized support and guidance to enhance the overall passenger experience.

SECTION 2 - Approach to The Scope of Service

Community Ambassador Drivers

Our Drivers are the public-facing representatives of the city's commitment to their residents. An "Ambassador" is someone who represents the community and serves as a vital pillar of the social infrastructure in the community. By actively engaging with the community, they provide accurate, up-to-date information, address questions, and share insights about our on-demand micro-transit service.

We recognize the unique value of local knowledge, which is why we hire Community Ambassadors directly from within the community. Their local expertise allows them to provide personalized guidance and solutions that truly resonate with the community. They are deeply familiar with the neighborhood's rhythms, challenges, and opportunities, positioning them as an essential link between the service and the users who rely on it daily.

Our approach centers on collaboration and community empowerment. Community Ambassadors ensure that our service is responsive to local needs by engaging in regular outreach activities, pop-up information sessions, and community events. Their role is vital in maintaining open channels of communication, addressing concerns, and ensuring that every voice is heard and valued.

Hiring locally means our ambassadors have a personal investment in the success of the service. They have firsthand experience with the challenges residents face. By fostering genuine relationships, our Community Ambassadors ensure that the user experience is seamless, focusing not only on service quality but also on cultivating meaningful connections. Their work is ultimately about empowering residents, enhancing convenience, and ensuring our service feels integrated and natural in the community.

SECTION 2 - Approach to The Scope of Service

Each driver will wear a clearly visible name tag and, in line with city preferences, will be outfitted in our company uniform to maintain a polished and professional appearance. We strictly enforce a policy that prohibits the use of mobile phones, headphones, or any other devices that could cause distractions while driving. The only exception, in accordance with the law, is the use of dashboard or windshield-mounted smart devices and Bluetooth-enabled systems necessary for service delivery. This ensures our drivers can remain fully focused on the road while maintaining access to essential tools for providing up-to-date, accurate information to passengers.

Driver Training

Freebee's training program is a cornerstone of its commitment to safety, service excellence, and ADA compliance, with a focus on collision prevention and alignment with Vision Zero and Safe Streets initiatives. Team members, referred to as community ambassadors, are trained not only to provide transportation but to enhance passengers' overall experience and quality of life. This training builds on courses from the Center for Urban Transportation Research (CUTR) at the University of South Florida (USF), supported by the DOT. Freebee further incorporates street-calming techniques, encouraging drivers to adopt safe driving habits that slow traffic and expand their field of vision, creating a more observant and aware operation.

Freebee's training program also plays a critical role in ensuring compliance with ADA requirements. All drivers are trained to assist passengers with disabilities, providing curb-to-curb assistance and promoting unity and integrity among all community members through equitable transportation. Before operating any Freebee vehicle, employees must complete and pass the "Disability Etiquette for Transit Operators" course, paratransit training, and the "Securement" lessons provided by the developers of the securement devices in all Freebee vehicles. Additionally, Freebee drivers must complete a custom "Freebee Wheelchair Lift Operation" course along with in-person training on restraint and lift operations.

SECTION 2 - Approach to The Scope of Service

In collaboration with the City of Plantation, Freebee will provide expert trainers with deep knowledge of the company's technology and systems, including veteran team leaders and Operations Managers. The training plan will include a mix of remote and on-site sessions, tailored to the needs of staff, and scheduled during regular business hours for optimal participation. Detailed user manuals, the Freebee Handbook, and the Freebee SSPP will be provided to ensure all team members have a thorough understanding of the system. Freebee also commits to regularly updating training materials and delivering the latest documentation to Plantation as needed, ensuring ongoing compliance with FDOT, OSHA, and 14-90 reporting requirements.

Fleet (Fleet Standard)

Plantation's micro transit service brings forth a new era of sustainable transportation with its implementation of a 100% electric fleet, consisting of cutting-edge Tesla SUV's and ADA Wheelchair accessible vehicles. By leveraging these environmentally-friendly vehicles, the City of Plantation not only revolutionizes the way people travel but also prioritizes the health of our planet. The utilization of electric vehicles significantly reduces greenhouse gas emissions and air pollution, leading to cleaner and healthier communities. Additionally, the integration of advanced technologies and high-performance vehicles like the Tesla SUV ensures an efficient and reliable transportation experience for passengers. With Plantation's commitment to sustainability and innovation, we are not only reshaping the transportation landscape within the City but also paving the way towards a greener and more eco-conscious future.

Based on the budget outlined in the RFSP, our Phase 1 Midtown service will operate with a fleet of three (3) vehicles. We recommend a fleet consisting of three (3) Tesla SUVs, along with one (1) ADA-compliant wheelchair-accessible Toyota Sienna vehicle to accommodate passengers with special needs. This ADA vehicle will also serve as a backup in the event that one of the primary vehicles requires maintenance, ensuring uninterrupted service and full accessibility for all riders. We have also considered alternative options for a secondary ADA vehicle. However, based on the size of the service zone and our commitment to delivering the most cost-effective solution for the City, we strongly recommend the Toyota Sienna over the Lightning Transit Passenger Van. This choice ensures optimal performance and value while meeting the City's needs.

SECTION 2 - Approach to The Scope of Service

Tesla Sedan

Tesla Sedan is one of the safest SUVs ever built and provides a unique experience for anyone who steps foot within the vehicle. This all-electric luxury SUV has an interior with spacious seating with the largest all- glass panoramic windshield in production. The vehicle is rated highly for safety with a 5 out of 5 by the National Highway and Traffic Safety Administration (NHTSA). Tesla's powertrain is the best in class and delivers unparalleled performance in all weather conditions. The Tesla will allow for top operating capacity, with a battery range of over 250+ miles and the ability to recharge 50% of the battery within only 15 minutes.

- All-electric drivetrain
- Long-range battery options
- Fast charging capabilities
- Advanced autopilot and self-driving features
- Large touchscreen display for vehicle controls and entertainment
- Over-the-air software updates for continuous improvement
- Superior safety ratings
- Spacious interior with ample cargo space
- High-performance acceleration and handling
- Minimalist design with premium materials
- Integration with mobile app for remote monitoring and control
- Built-in navigation system with real-time traffic updates
- Enhanced security features like sentry mode and cabin camera surveillance.



SECTION 2 - Approach to The Scope of Service

Toyota Sienna Hybrid 2023 XSE

The bold accents and athletic stance of the 2023 XSE Toyota Sienna will show passengers that functionality and style aren't mutually exclusive. Passengers who request accommodations will receive the same level of luxury service they deserve and should expect to receive. The 2023 Toyota Sienna is currently the only AWS hybrid vehicle within the US that meets and exceeds ADA compliance with the FMTS compliance standards requirements for the National Mobility Equipment Dealers Association (NMED).

- 4 ambulatory passenger seats
- Integrated backup camera
- Pre-collision automatic braking
- Low easy access Side loading for wheelchair accommodations
- Oxygen tank holder
- WC-18 wheelchair restraints & adjustable shoulder/lap belt
- Restraints for Walkers and Canes
- Fire Extinguisher
- Spill kits
- First Aid Kit
- Safety triangles
- Black heated power outside mirrors with blind spot warning indicators
- Hands-free dual power sliding side doors with jam protection
- Retractable row for additional seating when not in use for wheelchair accommodation.



SECTION 2 - Approach to The Scope of Service

Ford Lightning Transit Van

The Lightning Motor Electric, Zero Emission Ford Transit Passenger Vans are 100% electric with a seating capacity of up to 12 ambulatory passengers, which goes down to 5 ambulatory passengers when transporting two people in a wheelchair. The vehicle is rated highly for safety with a 4 out of 5 by the National Highway and Traffic Safety Administration (NHTSA). This vehicle is an ideal vehicle for fixed route service and special events due to its size, safety, and functionality.

- Top Speed: 65 MPH (Electronically Limited) Insert Van
- Braking: Regenerative
- Level 2 and Level 3 Charging Capability
- Folding door with extended steps
- Slip Resistant floors and handrails
- Certified Braunability Wheelchair lift
- Oxygen tank holder
- WC-18 wheelchair restraints & adjustable shoulder/lap belt
- Restraints for Walkers and Canes
- Back-up Camera



Freebee's vehicles, adhering to stringent codes and standards, meet or exceed safety regulations and manufacturer guidelines. Our vehicles are consistently maintained for operational excellence, with any issues resulting in prompt replacement.

SECTION 2 - Approach to The Scope of Service

Compliance with Codes and Standards

Vehicles used for service provision will adhere to all relevant local, State, and Federal Codes, safety standards, and laws. They will meet or exceed the manufacturer's safety and mechanical standards applicable to the specific vehicle model utilized under this contract.

Maintenance and Operational Condition

All vehicles and associated equipment will be consistently maintained in full operational condition, adhering to the manufacturer's recommended maintenance guidelines. Anytime a vehicle does not meet these standards, it will be pulled from operations and replaced with a spare vehicle until fixed.

Exterior Appearance

The vehicles supplied shall have exteriors consistently maintained in a clean condition, free from grime, oil, or any other substances. The exterior surfaces shall be kept in good repair, without cracks, breaks, dents, or significant paint damage that would negatively impact the vehicle's appearance. Our in-house design team will work in partnership with the City to develop attractive vehicle wraps that effectively represent the identity of the Transit system.

Interior Cleanliness and Comfort

The interior of all vehicles will be clean and free from torn floor coverings, damaged or broken seats, and protruding sharp edges. Seats will be adequately padded and comfortable for passengers.

SECTION 2 - Approach to The Scope of Service

Marketing Plan

The Plantation micro transit service, powered by Freebee, is set to revolutionize mobility in the community with a dynamic and innovative marketing approach. Utilizing our in-house creative, marketing, and video production teams — from skilled designers to marketing strategists and videographers — Freebee has developed a proprietary ridership outreach strategy that has consistently increased ridership across our operating zones.

As we introduce the Plantation micro transit service, here are some of the multifaceted strategies we plan to implement:

Press Releases and Media Engagement

We will actively engage the press to keep the community informed and excited about the upcoming services. This includes press releases, media coverage, and interviews to generate anticipation and awareness.

Direct Community Engagement

Our team will conduct in-person visits to businesses, offices, residential complexes, hotels, places of worship, and assisted living facilities to meet, engage, and educate the community about how the Plantation micro transit service enhances local mobility.

Plantation Branded Brochures

These will be strategically placed in high-traffic areas, offering clear, concise information about the service, how to request a ride, and a detailed map of the service area.

Community Ambassadors

Dedicated professionals will continually educate commuters and residents about the new service, addressing questions and providing insights.

SECTION 2 - Approach to The Scope of Service

Targeted Social Media Campaigns

Expertly designed campaigns will geographically target and engage potential riders, leveraging the power of digital platforms to maximize reach and impact. These campaigns will highlight the benefits of the service and promote special offers and updates.

Vehicle Wrapping and Branding

All Freebee vehicles will be wrapped in a design consistent with the existing Transit service, ensuring brand continuity and visibility. Our in-house design team will collaborate with the City to create visually appealing wraps that reflect the Transit's identity.

Additionally, Freebee enhances this model by partnering with local businesses to offer them free advertising on the Ride Freebee mobile app. This platform allows businesses to offer exclusive deals and discounts, attracting more passengers to their locations—a service provided courtesy of the City of Plantation. Moreover, the app promotes public services such as parks, farmers' markets, and special events, further enriching community life and increasing the visibility of the on-demand transit service.

Prior to the launch in Plantation, Freebee and the City will establish a comprehensive marketing and promotional plan. All marketing collaborations will require the City's approval, ensuring that all promotional materials are reviewed and approved by the City before their use. This holistic marketing approach not only elevates the visibility of the service but also fosters a deeper connection with the community, setting the stage for a successful launch and sustained growth in ridership.

SECTION 2 - Approach to The Scope of Service

See below for our phased marketing strategy pre launch, during launch, and after launch:

Pre-launch Phase:

Identify Target Ridership Audience:

Conduct comprehensive market research to identify the primary target audience for the Plantation micro transit service, including commuters, students, tourists, and local neighborhood residents.

Partnerships and Community Engagement:

Forge strategic partnerships with local businesses, stakeholders, and community organizations to enhance service visibility and engagement.

Public Relations:

Develop and distribute press releases to local media outlets, highlighting the unique benefits and features of the service. Secure media coverage through interviews and feature stories to generate excitement and anticipation.

Digital Presence:

Leverage social media platforms, local online forums, and targeted online advertising to connect with the local community and build anticipation for the service.

Activations:

Deploy a local street team to engage and educate about the upcoming service at events and places where potential riders gather.

SECTION 2 - Approach to The Scope of Service

Launch Phase:

Promotional Campaigns:

Roll out a multi-channel marketing campaign encompassing traditional and digital marketing channels to maximize reach and impact.

Launch Event + Ribbon Cutting:

Organize a high-profile launch event to generate buzz and engage the local community. Include a ribbon-cutting ceremony to mark the official launch of service.

Continued Community Engagement:

Maintain active engagement with the community through collaborative efforts, joint promotions, sponsorships, and participation in local events.

Continued Activations:

Sustain efforts to engage and educate residents, workers, and visitors about the benefits and convenience of using micro transit for their transportation needs.

First Six Months:

Localized Marketing Collateral + Distribution:

Develop visually appealing and informative marketing collateral such as brochures, pamphlets, and posters tailored to the local community. Distribute these materials across key locations to raise awareness of Plantation's new service.

Ongoing Community Engagement:

Actively participate in local events, festivals, and community gatherings to foster connections and promote micro transit as a convenient and eco-friendly mobility option.

SECTION 2 - Approach to The Scope of Service

User-generated Content with Local Influencers:

Encourage riders and local influencers to share their positive experiences on social media platforms using designated hashtags.

Data-driven Optimization:

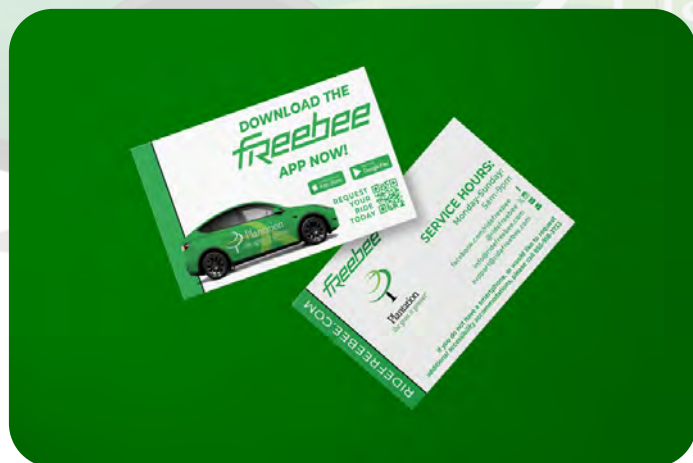
Continuously analyze ridership data, including peak usage times and customer feedback, to optimize service operations and enhance the overall user experience.

Customer Feedback Surveys:

Establish various channels for customers to provide feedback, including in-app surveys, email, or dedicated feedback forms, to gather insights.

Partnerships and Local Endorsements:

Strengthen partnerships with local influencers, community leaders, and businesses to amplify brand endorsements and increase service visibility within the community.



SECTION 2 - Approach to The Scope of Service

Economic Resilience Strategy

The most powerful marketing tool Freebee utilizes to market the service and increase ridership is the technique of utilizing the existing Social Capital of the community. Freebee does this by serving as an Economic Resiliency tool for local businesses.

Freebee achieves this technique by utilizing Social Capital by developing partnerships with all the local businesses in the area and providing them with free advertising through the mobile app. Each business has the capability to offer our riders exclusive deals and discounts on the platform, which in turn, helps to physically drive traffic back to their locations again. This promotion is free to all local businesses and communicated that it is provided courtesy of the City of Plantation. The mobile app platform provides the same value in promoting public services like parks, farmers' markets, special events like ribbon cuttings, the library, health services, and rapid transit connectivity. This strategy in turn provides a compounding effect by utilizing the marketing influence of all partnering local businesses to promote the new micro transit service and increase ridership.

Customer Service

Freebee's customer service procedures are designed for swift and efficient resolution of all inquiries, ensuring a seamless experience for riders while relieving our clients of any additional workload. We offer a comprehensive approach to receiving and addressing concerns through multiple channels, including web inquiries, direct messages, social media, and in-app reviews. Once a complaint or inquiry is received, it is promptly logged into our customer service system to ensure that every issue is tracked and handled with care. Freebee is committed to addressing all customer service inquiries within 24 hours at the latest, with most being resolved within 1-2 hours.

SECTION 2 - Approach to The Scope of Service

Our customer service team is thoroughly trained to handle inquiries across all platforms, prioritizing timely and empathetic responses, without requiring any intervention or support from our clients. For more complex issues, matters are escalated to senior staff to ensure they receive specialized attention. Post-resolution, we actively seek customer feedback to measure satisfaction and continuously improve our services. This structured, inclusive, and responsive approach highlights Freebee's commitment to delivering exceptional customer service while allowing our clients to focus on their core priorities, as we take full responsibility for handling and resolving all rider concerns.

Safety Compliance Plan

Freebee's safety compliance stems from the Freebee System Safety Program Plan, necessitating comprehensive steps to ensure the safety and security of all personnel and property. Freebee provides extensive training and utilizes all necessary safety precautions and devices in connection with delivering the service. The purpose of this plan is to ensure that Freebee delivers its passengers safe, reliable, and efficient micro transit services. This plan details the key operational control measures and procedures that Freebee implements to meet its operational objectives and enhance service quality. This operations and maintenance plan applies to all facets of Freebee's micro transit services, encompassing vehicles, drivers, customer service, and day-to-day operations.

Freebee's operational objectives are to:

- Ensure the safety of its passengers and drivers at all times.
- Provide reliable and on-time service.
- Deliver exceptional service and support.
- Maintain clean and well-maintained vehicles.
- Continuously enhance service quality based on feedback and data analysis.

SECTION 2 - Approach to The Scope of Service

To achieve its operational objectives, Freebee will implement the following control measures:

- Conduct background checks and thorough training for all drivers to ensure they are qualified and capable of delivering safe and reliable service.
- Implement regular vehicle maintenance schedules to keep vehicles in optimal condition and reduce the likelihood of breakdowns or accidents.
- Monitor and track service performance, including on-time performance, driver behavior, incidents, and passenger feedback, to identify areas for improvement and take corrective action when necessary.
- Provide ongoing customer service training to drivers and support staff to ensure they are equipped to handle passenger inquiries, complaints, and issues in a professional and satisfactory manner.
- Maintain and enhance the Freebee dashboard for collecting and analyzing passenger feedback, including complaints and suggestions, to identify trends and areas for improvement.
- Review the SSPP annually and update it as necessary.
- Monitor current industry standards and trends.

Operations Assurance Procedures

To ensure that its operational control measures are effectively implemented, Freebee will:

- Conduct regular audits and inspections of vehicles, drivers, and operations to ensure compliance with safety, quality, and regulatory standards.
- Monitor and analyze key performance indicators (KPIs) related to safety, reliability, customer service, and operational efficiency to identify areas for improvement and take corrective action when necessary.
- Conduct regular training and refresher courses for drivers and support staff to ensure they are up-to-date with the latest safety and quality standards and protocols.
- Establish an operations assurance team responsible for monitoring and improving service quality, as well as responding to passenger complaints and issues.

SECTION 2 - Approach to The Scope of Service

Maintenance Procedures

Daily preventative maintenance checks designed as Pre and Post-shift Vehicle Inspection checklists are built into the driver side of the mobile app and must be completed before the driver can access ride requests. The checklist ensures that the vehicles are in safe and proper working condition. In addition to the checklist, all staff are trained on how to clean and sanitize the vehicle at the beginning and end of every shift. A more thorough performance maintenance check will be performed quarterly on all vehicles by a trained staff member. All maintenance, incident, and mechanical activity are logged within the Freebee platform and transparently shared with partnering municipal staff. In the event of an incident or mechanical issue with a vehicle, a spare vehicle will be dispatched within the same day or the following day relative to the time of the incident. Through this comprehensive approach, Freebee aims to provide ongoing transportation services that maintain a high standard of system safety, are reliable and efficient, and meet industry standards along with state and federal requirements.

Incident Response

To address service interruptions and ensure minimal disruption to the City of Plantation's transportation services, Freebee will implement a comprehensive and responsive protocol. This protocol prioritizes rapid communication with the City, efficient vehicle repair or replacement, and transparent communication with passengers. In case of service interruption, staff members who become aware of the issue are tasked to alert our control center, which may also be activated automatically by sensors within vehicles.

SECTION 2 - Approach to The Scope of Service

This contact evaluates the situation and communicates the details to drivers. Drivers are responsible for relaying this information to passengers and providing alternatives if available. In the event of an accident involving a Freebee vehicle, drivers must first ensure the safety of everyone involved, contact emergency services if needed, and report the accident in more detail to the control center. Drivers are also tasked with setting up safety measures at the scene and gathering pertinent information for documentation. For incidents that could impact safety or operations, employees are to promptly notify the control center, which will then coordinate the response depending on the nature of the incident.

All information about the incident will be documented and maintained as outlined in the Freebee SSPP and shared with The City of Plantation's staff. Furthermore, Freebee emphasizes regular training for all employees to ensure preparedness. The plan will be reviewed and updated annually, and all records will be securely maintained in compliance with the FDOT, OSHA, City of Plantation, and company policies.

Consistent communication of the plan is essential to ensure familiarity with roles and responsibilities. All incidents, accidents, or service interruptions will be communicated to all stakeholders as soon as technically possible and no longer than 24 hours. A compilation of all incidents, accidents, and service interruptions, if any, will be communicated with all stakeholders at or before each monthly reporting period and reviewed by the Freebee accident and incident committee for actionable steps.

SECTION 2 - Approach to The Scope of Service

Immediate Notification

Upon any service interruption, Freebee will notify The City of Plantation immediately, providing detailed information about the nature and extent of the interruption. This ensures that the City is fully informed and can assist or advise on mitigation strategies if necessary. If there is an incident of any scale, our protocol ensures that local authorities are contacted right away after the driver enacts their safety and first-aid training protocols. Following the response to local authorities, the vehicle operator will contact their service area manager and notify the dispatch team, "Workforce," through the driver-side application and directly calling them.

Rapid Resolution Efforts

Freebee is committed to using its best efforts to resume service as swiftly as possible, aiming for a resolution and service resumption within one hour from the time of interruption. This includes prioritizing vehicle repair or replacement with a spare vehicle to ensure minimal downtime.

Vehicle Replacement Strategy

Should a vehicle require repairs that are not immediately rectified, Freebee will deploy a replacement vehicle from a reserve fleet to maintain service continuity. This strategy ensures that service interruptions are kept to a minimum and that passengers experience as little inconvenience as possible. Freebee is uniquely qualified for this with our over 200 vehicles concentrated in South Florida and our in-house vehicle branding team. Freebee has the least points of failure in immediate response compared to any other provider here locally.

Compensation Policy

Freebee acknowledges that no compensation will be provided for any period during which services are interrupted. The focus will be on minimizing the duration of service interruptions to mitigate financial impact and maintain service quality and reliability.

SECTION 2 - Approach to The Scope of Service

Passenger Notifications

During any service interruption, a passenger-friendly message will be displayed on Freebee's mobile application. This message will inform passengers of the reason for the service interruption and, importantly, provide an estimated time when service will be resumed.

Transparency and Updates

The message will be clear, concise, and updated as more information becomes available or as the situation evolves. This service powered by Freebee aims to maintain trust and transparency with its users, recognizing that effective communication is key to passenger satisfaction during unforeseen service disruptions. Our approach to managing service interruptions in The City of Plantation is designed to ensure rapid response, minimal disruption, and clear communication with both the City and our passengers. By implementing these protocols, Freebee aims to uphold high standards of service reliability and passenger care, even in the face of unexpected challenges.

Timeline for Launch

Freebee is prepared to deliver a comprehensive, turnkey solution for the successful launch and ongoing management of Plantation's micro transit service. As a full-spectrum operator, we handle every aspect required to create a dynamic transportation environment—from developing a user-friendly mobile application customized for the City of Plantation, to recruiting and training professional W-2 drivers. We also manage vehicle procurement, maintenance, and the oversight of physical operations facilities, ensuring a smooth and efficient service.

SECTION 2 - Approach to The Scope of Service

The introduction of micro transit follows a strategic, phased rollout plan. This begins with a thorough planning phase to define service objectives, target key demographics, and solidify operational requirements specific to the City's needs. The next stage focuses on the Technology Setup, where we establish a robust technological infrastructure to support efficient micro transit operations. This includes customizing the mobile app and configuring backend systems to provide a seamless, integrated service experience for all users.

By managing all operations in-house and minimizing reliance on third-party services, Freebee maintains full control over quality and performance. This ensures that the City of Plantation receives a reliable, efficient, and community-focused micro transit solution designed to enhance connectivity and improve quality of life throughout the city.

To ensure the successful and timely launch of Plantation's micro transit service, we have outlined a detailed and strategic plan:

Phase 1: 2-4 Weeks

Planning Phase: In the first phase, the team will define the service objectives, identify target demographics, and ensure all vehicle procurement, service area mapping, and operational requirements are in place. This phase will include conducting thorough market research to understand the community's needs and address potential challenges proactively.

Charging Station Location and Permitting: Initial planning for charging station locations and the necessary permitting will also commence during this week, ensuring timely and efficient installation to support the electric fleet.

SECTION 2 - Approach to The Scope of Service

Phase 2: 2-4 Weeks

Technology Setup: In this phase, the mobile development team will establish the critical technology infrastructure to support the microtransit service. This includes configuring the mobile app, implementing backend systems for real-time vehicle tracking and dispatch, and integrating reporting, processing, and customer support features customized for the City of Plantation. These systems ensure seamless operations and a user-friendly experience for all riders.

Community Ambassador (Driver) Recruitment: We will begin the recruitment process to identify and onboard highly skilled driver ambassadors, who are key to the success of the service. Our focus will be on selecting individuals with exemplary driving records, strong customer service skills, and a steadfast commitment to safety.

Community Awareness and Engagement Planning: At the same time, we will begin developing targeted marketing campaigns and community outreach strategies. This will involve planning events, forging partnerships, and coordinating media engagement to build widespread awareness and excitement for the upcoming launch of the service.

Phase 3: 2 Weeks

Community Ambassador (Driver) Training: Training for newly recruited drivers will start immediately, covering essential areas such as mastery of our advanced technology platform, customer service excellence, rigorous safety protocols, and operational best practices to ensure a smooth and safe launch.

Community Awareness and Engagement Implementation: We will kick off our planned marketing and community engagement activities, officially introducing residents to the **Plantation Connect** service. These efforts will encourage the community to explore and embrace this new, convenient transit option.

SECTION 2 - Approach to The Scope of Service

Phase 4: 2 Weeks

Community Ambassador Training Completion: All training modules will be finalized, ensuring our team is fully equipped to provide exceptional service from day one. Our staff will be well-prepared to deliver a smooth and efficient rider experience, with a strong focus on customer service and safety.

Soft Launch: The service will undergo a soft launch, operating at a reduced capacity to test functionality, address any technical adjustments, and gather valuable user feedback. During this controlled phase, the operations team will closely monitor performance, making real-time adjustments to ensure the service runs smoothly and meets community expectations.

Phase 5: (Launch by July 1st, 2025):

Official Launch: In the final week of June 2025, Freebee will finalize all service preparations, including vehicle inspections, tech checks, and route optimization. The service will officially launch with a **ribbon-cutting ceremony on or before July 1st, 2025**. This event will mark the formal debut of the micro-transit service to the public, reinforcing community engagement and showcasing the benefits of the service.

SECTION 2 - Approach to The Scope of Service



SECTION 2 - Approach to The Scope of Service

Service Level Data

At Freebee, we are committed to delivering an exceptional transportation experience that aligns with the highest standards of service and sustainability. Our approach focuses on providing seamless, efficient, and environmentally responsible mobility solutions. We recognize that to build trust and satisfaction with our riders and the community, we must consistently meet and exceed key service performance metrics.

To that end, we are dedicated to achieving excellence in the following areas:

- a. **Average Wait Time:** We strive to keep average wait times as short as possible, aiming for minimal delays and ensuring that riders can rely on timely pickups for an efficient and convenient experience. We are committed to ensure average wait-time stays within 10-15 minutes of request.
- b. **Average Trip Rating:** We commit to maintaining high satisfaction levels, targeting an average trip rating of 4.9 stars (out of 5) or higher across all service areas, ensuring passengers consistently experience safe, comfortable, and enjoyable rides.
- c. **Average Time to Resolve Complaints:** Our goal is to resolve all customer complaints within 24 hours, with the majority addressed within 1-2 hours, ensuring prompt attention to any issues and maintaining a high level of customer satisfaction.
- d. **Average Response Time to Calls and Emails:** We are committed to responding to all calls and emails within 24 hours, ensuring clear and fast communication with our riders and community members.
- e. **Maximum Percentage of Missed, Declined, and Cancelled Trips:** We aim to keep the percentage of missed, declined, or cancelled trips by Freebee below 5%, ensuring that the vast majority of ride requests are fulfilled and that riders can count on reliable service.

SECTION 2 - Approach to The Scope of Service

f. **Percentage of Trips in Low-Emissions Vehicles:** In support of our commitment to sustainability, we will ensure that 100% of trips are completed in low-emission vehicles, contributing to a cleaner and greener environment.

g. **Percentage of Trips Served in Hybrid/Electric Vehicles:** We are dedicated to reducing our carbon footprint and will ensure that 100% of trips are conducted in hybrid or electric vehicles, further promoting eco-friendly transportation solutions.

Enhanced Value Innovative Concepts

Local Business Focus – Economic Development

Freebee's platform goes beyond transportation by serving as a localized community guide that actively promotes local businesses, city events, and public service announcements—all at no cost. As the only platform in the world that offers this unique feature, Freebee provides free advertising to all local businesses, giving them a direct channel to reach riders and community members. Through the “Ride Freebee” mobile app, businesses can engage users with exclusive deals, discounts, and recommendations, increasing foot traffic and encouraging people to shop locally rather than ordering from neighboring cities. This approach helps keep local dollars circulating within the community, fostering economic growth.

Moreover, the platform is a dynamic resource for the City of Plantation, allowing the city to promote local events, city services, and public announcements directly to residents and visitors. From highlighting upcoming city events and park activities to sharing health services and library updates, Freebee's platform ensures that community members have access to essential, localized information at their fingertips. By creating this integrated system that benefits both businesses and public services, Freebee supports the overall growth of the local economy while enhancing the community's connectivity and engagement. The platform's unique ability to combine transportation with economic development and city promotion sets it apart as a vital tool for community growth and engagement.

SECTION 2 - Approach to The Scope of Service

Freebee offers more than just transportation. It offers way to bring communities together!

COMMUNITY OUTREACH – Strengthening Local Business Connections



Through hands-on community outreach, Freebee engages directly with local businesses, HOAs, and hotels to spread awareness about our services. By going door to door, we foster personal connections, distribute valuable marketing collateral, and educate the community about how Freebee supports local commerce and economic development.



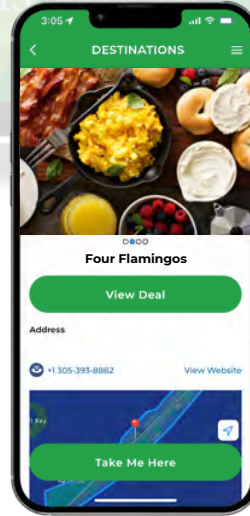
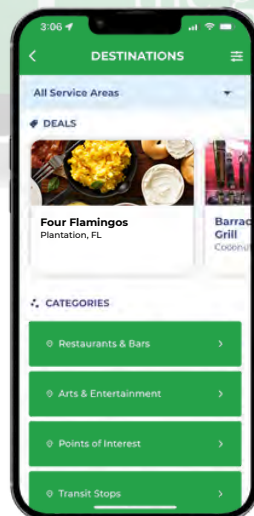
*hours
spent in
the field
each year*

APP INTEGRATION – Supporting Local Business Growth

Freebee's mobile app is more than just a ride-hailing tool – it actively promotes local businesses by offering users exclusive deals and direct transport to business locations. This seamless integration between mobility and commerce not only supports economic development but also enhances community engagement by making it easier for users to explore and support nearby businesses.



Business Profiles



SECTION 2 - Approach to The Scope of Service

Community Engagement

At Freebee, community engagement is central to our micro-transit service. We aim to be more than just transportation. We strive to be an integrated part of residents' daily lives, ensuring everyone feels heard and valued.

Freebee engages through regular outreach, pop-up information sessions, local events, and open communication channels. By being present, we understand and adapt to each neighborhood's unique needs. This involvement helps us tailor our service to fit naturally into the community.

Our focus on community relationships goes beyond providing rides. We actively listen to residents, gather feedback, and adapt our solutions to reflect their input. This approach empowers residents and gives them a sense of ownership.

Freebee collaborates with community stakeholders to keep our service flexible and responsive. This adaptability helps ensure our transit solution evolves with the community, enhancing convenience and fostering connection.

The result is a user-centered service that builds community pride and partnership. Residents become partners in shaping their transit options, making Freebee a valued community asset that enriches everyone involved.

SECTION 2 - Approach to The Scope of Service

Freebee offers more than just transportation. It offers way to bring communities together!

TRADE SHOWS – Showcasing Innovation in On-Demand Microtransit



As a leader in on-demand microtransit, Freebee provides best in-class knowledge and findings by actively participation in trade shows and industry conferences. By showcasing our innovative, sustainable transportation solutions, we drive economic development and demonstrate our commitment to cutting-edge mobility options that enhance urban planning and community connectivity.



Annual Trade Shows



Annual Presentations

COMMUNITY EVENTS – Driving Local Engagement & Awareness

Freebee is proud to be a vital part of local communities, actively participating in parades, holiday events, and neighborhood celebrations. These events not only highlight our dedication to community engagement but also create direct opportunities to promote local economic growth by connecting residents and visitors to nearby businesses and attractions.



Annual Events



SECTION 2 - Approach to The Scope of Service

Additional Resources Available

Freebee's business success is deeply rooted in closely woven community relationships that form the foundation of trust our service thrives on. This strong community engagement has facilitated a steady and organic geographic expansion from our founding communities, allowing us to build a model of growth that is both authentic and reliable. This approach enables us to implement accurate, timely, and nearly autonomous solutions and enhancements that often go unnoticed due to the seamless nature of our operations that flows so smoothly. As a result of this success, we have consistently focused on incrementally enhancing our existing service areas and nurturing our relationships within those communities, because this is our home as well.

Logistically, this integration enables an extensive network of vehicles, staff, mechanics, and resources strategically positioned at the ready all around the City of Plantation in every direction. With a larger resource pool than any other on-demand micro transit operator in the region, Freebee is uniquely equipped to meet the diverse transportation needs of the community. The main office, located north of Miami, ensures that a significant number of vehicles and trained staff are readily available to address any logistical requirements efficiently. This robust infrastructure not only facilitates seamless operations but also includes safe storage solutions for vehicles during emergencies, such as flooding and hurricanes, thereby reinforcing Freebee's commitment to reliability and community support in times of need.

SECTION 2 - Approach to The Scope of Service

Plantation Service Team

The Freebee Plantation Service Area Project Team is carefully structured to ensure top-tier service delivery and operational excellence. Each team member plays a critical role in enhancing the efficiency of our microtransit services. Chris Walker, as the Performance Territory Manager, will oversee daily operations, ensuring customer satisfaction and optimizing performance metrics. Team Leaders will provide logistics support and maintain a strong community presence with 40 hours a week on-site. Our Community Ambassadors, trained to offer exceptional customer service, will not only operate the vehicles but also serve as knowledgeable representatives of the community. John Janusz, as the Economic Development Manager, will focus on connecting service users with local businesses to boost foot traffic and engagement.

Freebee's team development strategy is rooted in years of experience delivering successful microtransit services across South Florida. Our approach is strengthened by our deep understanding of the local workforce, allowing us to assemble a team that is both highly effective and adaptable to community needs. A key aspect of our philosophy is hiring local talent, who bring an inherent understanding of the area's culture and transportation patterns. This not only improves service quality but also fosters trust with riders and supports the local economy.

This team structure ensures Freebee provides robust, day-to-day operational support tailored to the unique needs of Plantation. Further details about our Key Staff and their roles will be outlined in Section 4 of the proposal.

SECTION 2 - Approach to The Scope of Service

Cost Containment Strategies

Freebee is dedicated to implementing effective cost containment strategies to ensure the long-term success and sustainability of our partnerships with municipal clients. Through a combination of strategic vendor relations, in-house management, electric vehicle operations, and innovative revenue models, we consistently reduce operational costs while maintaining high-quality services. Key cost containment strategies include:

Incentives and Grants: Freebee actively pursues federal, state, and local incentives and grants aimed at promoting electric vehicle adoption and innovative transit solutions. These financial incentives help offset both initial capital investments and ongoing operational expenses. For example, we have successfully assisted municipalities in securing Department of Transportation (DOT) grants that now cover 50% of operational costs for the next three years. In addition, Freebee has dedicated in-house teams that will work closely with the City of Plantation to identify and maximize grant opportunities, ensuring that the city benefits from all available funding to support its transportation initiatives.

Fare Revenue Implementation: To further support cost containment, Freebee offers the option of implementing a fare revenue system, allowing municipalities to generate additional income from ride fares. This provides a flexible revenue stream to help offset operational costs and ensure the financial sustainability of the service.

Advertising Revenue Implementation: Freebee's platform also creates revenue generating opportunities through advertising partnerships with local and national businesses. Advertising space within the "Ride Freebee" mobile app, on vehicles, and at key community touchpoints generates income that helps offset operational costs. Once implemented, we would provide a 50/50 split on any advertising revenue generated to help lower the costs of the program.

SECTION 2 - Approach to The Scope of Service

Vendor Relations and Bulk Purchasing Freebee has established strong, long-term relationships with key vendors, allowing us to negotiate favorable terms and pricing. By consolidating bulk purchases and leveraging these partnerships, we secure volume discounts on goods and services, passing significant savings directly to our municipal partners.





EXHIBIT “B”

(Rates/Fees/Pricing)

SECTION 6: Cost Detail

BID/PROPOSAL FORM

RFSP NO. 102-24 MICRO TRANSIT PROGRAM

By signing this Proposal, the Proposer agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a Proposal for the same purpose and that this Proposal is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned Proposer that the signing and delivery of the bid represents the Proposer's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the Proposal by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-proposal conference, if applicable to this Proposal, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Proposer, in submitting this Proposal, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Proposer and the City:

COMPANY NAME: Beefree LLC d/b/a Freebee

MICRO TRANSIT PROGRAM - MIDTOWN

Item No.	Description	Hourly Cost	Total
1	Hourly fee per vehicle with driver – Large vehicle	Vehicle make & model - Not recommended \$ 44.89	\$ N/A
2	Hourly fee per vehicle with driver – Small vehicle	Vehicle make & model - Recommended Fleet \$ 36.63	\$ 131,904.63
3	Software/ Application management cost	\$ 0	\$ 0
4	Deployment/On-Boarding cost	\$ 0	\$ 0
5	Flexible Hourly fee (Special events, weekends, holidays etc. if applicable)	\$ 35.00	\$35.00/hr
SUB-TOTAL 3 Vehicles x \$131,904.63			\$395,713.89

MICRO TRANSIT PROGRAM – MIDTOWN EXPANSION

Item No.	Description	Hourly Cost	Total
1	Hourly fee per vehicle with driver – Large vehicle	Vehicle make & model - Not recommended \$ 44.89	\$ N/A
2	Hourly fee per vehicle with driver – Small vehicle	Vehicle make & model - \$ 36.63	\$ 131,904.63
3	Software/ Application management cost	\$ 0	\$ 0
4	Deployment/On-Boarding cost	\$ 0	\$ 0
5	Flexible Hourly fee (Special events, weekends, holidays etc. if applicable)	\$ 35.00	\$ 35.00/hr
SUB-TOTAL			\$ 131,904.63

SECTION 6: Cost Detail

BID/PROPOSAL FORM

MICRO TRANSIT PROGRAM – EASTSIDE

Item No.	Description	Hourly Cost	Total
1	Hourly fee per vehicle with driver – Large vehicle	\$ 44.89	\$ N/A
2	Hourly fee per vehicle with driver – Small vehicle	\$ 36.63	\$ \$131,904.63
3	Software/ Application management cost	\$ 0	\$ 0
4	Deployment/On-Boarding cost	\$ 0	\$ 0
5	Flexible Hourly fee (Special events, weekends, holidays etc. if applicable)	\$ 35.00	\$ \$35.00/hr
SUB-TOTAL			\$ \$131,904.63

MICRO TRANSIT PROGRAM – WESTSIDE

Item No.	Description	Hourly Cost	Total
1	Hourly fee per vehicle with driver – Large vehicle	\$ 44.89	\$ N/A
2	Hourly fee per vehicle with driver – Small vehicle	\$ 36.63	\$ \$131,904.63
3	Software/ Application management cost	\$ 0	\$ 0
4	Deployment/On-Boarding cost	\$ 0	\$ 0
5	Flexible Hourly fee (Special events, weekends, holidays etc. if applicable)	\$ 35.00	\$ 35.00/hr
SUB-TOTAL			\$ \$131,904.63

SENIOR MICRO TRANSIT PROGRAM OPTION - MIDTOWN

Item No.	Description	Hourly Cost	Total
1	Hourly fee per vehicle with driver – Large vehicle	\$ 44.89	\$ N/A
2	Hourly fee per vehicle with driver – Small vehicle	\$ \$36.63	\$ \$131,904.63
3	Software/ Application management cost	\$ 0	\$ 0
4	Deployment/On-Boarding cost	\$ 0	\$ 0
5	Flexible Hourly fee (Special events, weekends, holidays etc. if applicable)	\$ \$35.00	\$ \$35.00/hr
SUB-TOTAL			\$ \$131,904.63

SECTION 6: Cost Detail

BID/PROPOSAL FORM

SENIOR MICRO TRANSIT PROGRAM OPTION – MIDTOWN EXPANSION

Item No.	Description	Hourly Cost	Total
1	Hourly fee per vehicle with driver – Large vehicle	\$ 44.89	\$ N/A
2	Hourly fee per vehicle with driver – Small vehicle	\$ 36.63	\$ 131,904.63
3	Software/ Application management cost	\$ 0	\$ 0
4	Deployment/On-Boarding cost	\$ 0	\$ 0
5	Flexible Hourly fee (Special events, weekends, holidays etc. if applicable)	\$ 35.00	\$ 35.00/hr
SUB-TOTAL			\$ 131,904.63

SENIOR MICRO TRANSIT PROGRAM OPTION – EASTSIDE

Item No.	Description	Hourly Cost	Total
1	Hourly fee per vehicle with driver – Large vehicle	\$ 44.89	\$ N/A
2	Hourly fee per vehicle with driver – Small vehicle	\$ 36.63	\$ 131,904.63
3	Software/ Application management cost	\$ 0	\$ 0
4	Deployment/On-Boarding cost	\$ 0	\$ 0
5	Flexible Hourly fee (Special events, weekends, holidays etc. if applicable)	\$ 35.00	\$ 35.00/hr
SUB-TOTAL			\$ 131,904.63

SENIOR MICRO TRANSIT PROGRAM OPTION – WESTSIDE

Item No.	Description	Hourly Cost	Total
1	Hourly fee per vehicle with driver – Large vehicle	\$ 44.89	\$ N/A
2	Hourly fee per vehicle with driver – Small vehicle	\$ 36.63	\$ 131,904.63
3	Software/ Application management cost	\$ 0	\$ 0
4	Deployment/On-Boarding cost	\$ 0	\$ 0
5	Flexible Hourly fee (Special events, weekends, holidays etc. if applicable)	\$ 35.00	\$ 35.00/hr
SUB-TOTAL			\$ 131,904.63

ITB No. 102-24; Micro Transit Program - Term Contract

Page | 43

SECTION 6: Cost Detail

BID/PROPOSAL FORM

ADDITIONAL FEES – IF APPLICABLE

Item No.	Description	Unit Cost	Total
1	N/A	\$	\$
2	N/A	\$	\$
3	N/A	\$	\$
4	N/A	\$	\$
5	N/A	\$	\$
GRAND TOTAL			\$

GRAND TOTAL

Item No.	Description	Total
1	Micro Transit Program – All Zones	\$ \$791,427.78
2	Senior Micro Transit Program Option – All Zones	\$ \$527,618.52
Grand Total – Micro Transit Program		\$ \$1,319,046.30

Provide specifications for each Large and small vehicle that is being proposed for this project including seating capacity, make and model.

*** The City reserves the right to increase/decrease quantities**

<i>Number of Calendar Days for service startup</i>	60 Days
--	---------

SECTION 6: Forms

GUARANTEE OF PROPOSAL

Name of Company: Beefree, LLC d/b/a Freebee

Street Address: 2312 N Miami Ave

<u>Miami</u>	<u>FL</u>	<u>33127</u>
City	State	Zip

Mailing Address: 371 NE 61st St, Miami, FL 33137

Phone No.: 215-370-5699 Fax#: _____

Email Address: Jason@ridefreebee.com

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the

State of Florida: ☒ Yes ☐ No If yes, License #: _____

State of Florida Corporation ID # (From Secretary of State): L12000028728

Federal Employer Identification Number (FEIN): 45-4659887

IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.

Claudia Rios
Witness

NS
Witness

Corporate Seal (Where appropriate)

Jason Spiegel
(Authorized Signature in Ink or Electronic)

Jason Spiegel
(Printed Name of Above Signer)

Managing Partner
(Printed Title of Above Signer)

10/21/24
(Date Signed)

By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.



EXHIBIT “C”

(Documentation required by the City submitted
by the Contractor during the solicitation period
prior to Notice of Award)

SECTION 6: Forms

TRUTH IN NEGOTIATION STATEMENT

TRUTH IN NEGOTIATION STATEMENT

Sworn Statement to be returned with Response to Solicitation

STATE OF Florida

COUNTY OF Miami Dade

Before me, the undersigned authority, personally appeared Jason Spiegel,
who, after being duly sworn, deposes and says as follows:

1. This sworn statement is submitted by Beefree LLC, d/b/a Freebee, (entity submitting sworn statement), whose business address is 371 NE 61st St, Miami, FL 33139 and its Federal Employer Identification Number (FEIN) is 45-4659887. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____).
2. My name is Jason Spiegel (please print name of individual signing), and my relationship to the entity named above is Managing Partner, and I have personal knowledge of the statements made herein. I also have the authority to make this statement on behalf of Beefree LLC, (entity submitting sworn statement).
3. Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the City requires the Respondent to execute this certificate.
4. I attest that any wage rates and other factual unit costs shown to the City, required by the City, or reflected in the Response to the City solicitation which resulted in this Contract are accurate, complete, and current. I further agree that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the City, whichever is later.

FURTHER AFFIANT SAYETH NAUGHT.

SECTION 6: Forms

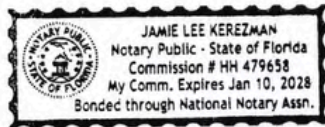
TRUTH IN NEGOTIATION STATEMENT

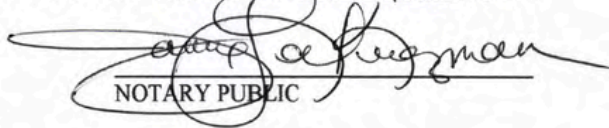
NOTARY BLOCK FOR A LIMITED LIABILITY COMPANY:

STATE OF Florida
COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10/21/24 (date) by Jasen Spiegel (name of member, manager, officer, or agent, title of member, manager, officer or agent), of Beefree LLC (name of company acknowledging), a FL (state or place of formation) limited liability company, on behalf of the company, who is personally known to me or who has produced Florida Driver's License (type of identification) as identification.

My commission expires:




NOTARY PUBLIC

SECTION 6: Forms

PROPOSER'S CERTIFICATION

ACKNOWLEDGMENT OF PROPOSER, IF A LIMITED LIABILITY COMPANY

STATE OF Florida SS
COUNTY OF Miami Dade
On this 21 day of October, 2024 before me, the undersigned authority, personally appeared Jason Spiegel to me known to be the individual described in and who executed the foregoing instrument as managing partner of Beefree LLC, a Florida company, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the company's Board of Directors or other appropriate authority of said company, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

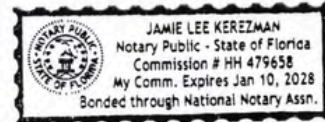
WITNESS my hand and official seal the date aforesaid.

Jamie Lee Kerezman
(Signature of Notary Public)

Jamie Kerezman (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known ☒ or product identification _____

Type of identification produced _____ (NOTARY'S SEAL)



SECTION 6: Forms

FORMS

Fill in Form

FORM A-1

CONFLICT OF INTEREST DISCLOSURE FORM

- I HEREBY CERTIFY that
1. I (*printed name*) Jason Spiegel am the (*title*) Managing Partner and the duly authorized representative of the firm of (*Firm Name*) Beefree LLC, d/b/a Freebee whose address is 371 NE 61st St, Miami, FL 33137, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,
 2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project;
And,
 3. This proposal 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.

EXCEPTIONS (List)

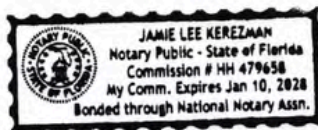
Firm Name: Beefree LLC, d/b/a Freebee
Printed Name: Jason Spiegel
Signature: [Signature] Title: Managing Partner
Date: 10/22/24

STATE OF Florida
COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 10/21/24 (date) by Jason Spiegel (name of officer or agent, title of officer or agent), of Beefree LLC (name of corporation acknowledging), a FL (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or who has produced Florida Driver's License (type of identification) as identification.

[Signature]
NOTARY PUBLIC

My Commission Expires: 1/10/28



RFSP No. 102-24; Micro Transit Program – Term Contract

Page | 51

SECTION 6: Forms

FORMS

Fill in Form

FIRM PROFILE

1. Firm (or joint venture) Name & Address Beefree LLC, d/b/a Freebee 371 NE 61st St Miami, FL 33137	1e. Licensed to do business in the State of Florida ☒ Yes ☐ No 1f. Name, Title & Telephone Number of Principal to Contact Jason Spiegel Managing Partner 305-330-9450
1a. Firm is ☒ National ☒ Regional ☒ Local FEIN # <u>45-4659887</u> 1b. Firm is a County Certified Small Business ☐ Yes ☒ No 1c. Firm is a County Certified Disadvantage Business Enterprise ☐ Yes ☒ No 1d. Firm is a Certified Minority Business ☐ Yes ☒ No	1g. Address of office to perform work, if different from Item 1
2. Please list the number of people by discipline that your firm/joint venture will commit to City projects. Dedicated Staff: 9 Drivers - 6 Team Leaders - 2 Performance Manager - 1 Support Staff: 15	
3. If submittal is by joint venture list participating firms and outline specific areas of responsibility (including administrative, technical, and financial) for each firm: N/A 3a. Has this joint venture previously worked together? ☐ Yes ☐ No	

SECTION 6: Forms

PUBLIC ENTITY CRIMES

Fill in Form

SWORN STATEMENT UNDER SECTION 287.133(3)(a) FLORIDA STATUTES

TO BE RETURNED WITH BID

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for RSFP NO 102-24.
2. This sworn statement is submitted by Beefree LLC, d/b/a Freebee (entity submitting sworn statement), whose business address is 371 NE 61st St, Miami, FL 33137 and its Federal Employer Identification Number (FEIN) is 45-4659887. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____).
3. My name is Jason Spiegel (please print name of individual signing), and my relationship to the entity named above is Beefree LLC.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a) A predecessor or successor of a person convicted of a public entity crime; or
 - b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charges with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate

ITB No. 102-24; Micro Transit Program - Term Contract

Page | 54

SECTION 6: Forms

PUBLIC ENTITY CRIMES

Fill in Form

of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

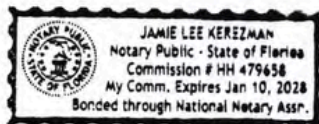
10-22-24
(Date)

STATE OF Florida

COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me this 21 Day of October, 2024 by Jason Spiegel, who is personally known to me or who has produced Florida Drivers as identification.

NOTARY SEAL



NOTARY PUBLIC

SIGN: Jamie Lee Kerezman

PRINT: Jamie Kerezman

Notary Public, State at large

My Commission Expires: 1/10/28

SECTION 6: Forms

NON-COLLUSION CERTIFICATION

Fill in Form

TO BE RETURNED WITH BID

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.

NAME

RELATIONSHIP

--	--

Witnesses:

Claudia Miro
Typed name: Claudia Miro

NS
Typed name: Natalie Spiegel

BIDDER:

By: JS
Name: Jason Spiegel

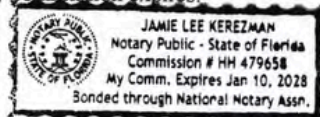
Title: Managing Partner

STATE OF Miami Florida

COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10/21/24 (date) by Jason Spiegel who is personally known to me or who has produced Florida Drivers as identification

My commission expires:



Jamie Lee Kerezman
NOTARY PUBLIC

RFSP No. 102-24; Micro Transit Program – Term Contract

Page | 58

SECTION 6: Forms

DRUG-FREE WORKPLACE

Fill in Form

STATEMENT UNDER SECTION 287.087 FLORIDA STATUTES

TO BE RETURNED WITH BIDDER

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

As the person authorized to sign this statement, I certify that this company complies with the above requirements.

Signature

Beefree LLC, d/b/a Freebee

Bidder Name

Jason Spiegel

Printed Name

10/21/24

Date

GENERAL TERMS AND PROVISIONS

1. PROPOSALS

Prices must be quoted on the sheet furnished by this Department; no other will be accepted. All prices quoted F.O.B. Plantation, Florida.

The responsibility for getting the Proposal to the City on or before the stated time and date will be solely and strictly the responsibility of the Proposer. The City will in no way be responsible for delays caused by the United States Postal Service or a delay caused by any other occurrence.

The Proposer shall be responsible for reading and completely understanding the requirements and specifications of the item(s) being proposed. Proposal time will be scrupulously observed. Under no circumstances will Proposals be submitted after the time specified be considered.

Proposals must be received electronically ONLY via the Demand Star website (<https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/>). Proposals not received electronically via Demand Star will be rejected.

2. EXCEPTIONS TO PROPOSAL

The Proposer will list on a separate sheet of paper any exceptions to the conditions of this Proposal. This sheet will be labeled "EXCEPTIONS TO PROPOSAL CONDITIONS," and will be attached to the Proposal. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

3. MODIFICATION OR WITHDRAWAL OF PROPOSAL

Proposers may request withdrawal of a posted Proposal/proposal prior to the scheduled Proposal opening time provided the request withdrawal is submitted to the Procurement Department, in writing. Withdrawn Proposals may be resubmitted up to the time designated for the receipt of Proposals if they are then fully in conformance with the Information/Instruction for Proposers.

Proposal security, if any is required, shall be in an amount sufficient for the Proposal as modified or resubmitted.

4. RIGHT TO REJECT PROPOSALS

The City reserves the right to reject all Proposals/proposal, to waive any informalities or minor irregularities in the Proposals/proposals received, and to accept that Proposal/proposal which in its judgment, best serves the interest of the City. The City hereby fully retains full discretion to determine the responsiveness of the Proposal/proposal and Proposer's responsibility, character, fitness, and experience to perform the Work.

Proposers may be disqualified, and rejection of Proposals/proposals may be recommended to the City for any of but not limited to the following causes:

- A. Failure to use the proposal form furnished by the City.
- B. Lack of signature by an authorized representative on the Proposal/proposal form.
- C. Failure to properly complete Proposal/proposal.
- D. Evidence of collusion among Proposers. Any evidence of agreement or collusion among Proposers and prospective Proposers acting to illegally restrain freedom of competition by agreement to Proposal a fixed price, or otherwise, will render the Proposals of such Proposers' void.
- E. Advance disclosures of any information given to any Proposer which would give that Proposer any advantage over any other interested Proposer, in advance of the opening of Proposals, whether in response to advertising or an informal request for Proposals, made or permitted by a member of the

GENERAL TERMS AND PROVISIONS

governing body of an employee or representative thereof, will operate to void all proposals of that Proposal solicitation or request.

- F. Omission of Proposal security (if required).
- G. Unauthorized alteration of Proposal form. The City reserves the right to waive any minor informality or irregularity.
- H. Failure to sign and return or acknowledge any addenda.

5. INCONSISTENCIES ON CONDITIONS

In the event there are inconsistencies between the General Provisions and other Proposal terms, or conditions contained herein, the former will take precedence.

6. ADDENDA AND INTERPRETATIONS

- A. If it becomes necessary to revise any part of this Proposal, a written addendum will be provided to all Proposers. The City is not bound by any oral representations, clarifications, or changes made in the written specifications by the City's employees, unless such clarification or change is provided to Proposers in written addendum form from the Procurement Director or designee.

Proposers shall promptly notify the City, prior to submission of their Proposal, of any ambiguity, inconsistency, or error they may discover upon examination of the Proposal and Contract Documents or of the site and local conditions.

- B. No interpretation of the meaning of drawings, specifications or other contract documents will be made to any Proposer orally, nor may the Proposer rely on any such pre-Proposal statements in completing his/her Proposal.
- C. All such interpretations and any supplemental instructions will be in the form of written addenda to the Proposal documents which, if issued, posted to the Demand Star website (www.demandstar.com). The City will not be responsible for any other explanations or interpretations of the Proposal/proposal documents. Failure of any Proposer to receive any such addendum or interpretation shall not relieve any Proposer from any obligation under their Proposal as submitted. All addenda so issued shall become a part of the Contract Documents.
- D. Each Proposer shall ascertain prior to submitting his/her Proposal that he/she has received all Addenda issued, and he/she shall acknowledge receipt and inclusion in his/her proposal of all Addenda.

7. AWARD OF CONTRACT

The Contract/Purchase Order will be awarded to the Proposer whose proposal is determined to be the most advantageous to the City, and whose Proposal is in the best interest of the City. Taking into consideration the evaluation factors and criteria set forth in the RFSP.

- A. The Lowest Proposer is determined by the aggregate amount of the prices set forth in the form of Proposal or the aggregate amount of the Base Proposal, plus any Alternates selected by the City.
- B. A Responsive Proposer shall mean a Proposer who has submitted a Proposal which conforms, in all material respects, to the Proposal Documents.
- C. A Responsible Proposer shall mean a Proposer who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will assure good faith performance. In determining responsibility, the following criteria will be considered:
 - 1. The ability, capacity, and skill of the Proposer to fulfil the contract or provide the service(s) required.

GENERAL TERMS AND PROVISIONS

2. Whether the Proposer can fulfil the contract or provide the service promptly, or within the time specified, without delay or interference.
3. The character, integrity, reputation, judgment, experience, and efficiency of the Proposer.
4. The quality of performance of previous contracts or services. For example, the following information will be considered:
 - a. The administrative and consultant cost overruns incurred by City on previous contracts with Proposer,
 - b. The Proposer's compliance record with contract general conditions on other projects,
 - c. The submittal by the Proposer of excessive and/or unsubstantiated extra cost proposals and claims on other projects,
 - d. The Proposer's record for completion of the work within the Contract Time or within Contract Milestones and Proposer's compliance with scheduling and coordination requirements on other projects,
 - e. The Proposer's demonstrated cooperation with the City and/or other contractors on previous contracts,
 - f. Whether the work performed, and materials furnished on previous contracts, were in accordance with the Contract Documents.
5. The previous and existing compliance by the Proposer with the laws and ordinances relating to contracts or services.
6. The sufficiency of the financial resources and ability of the Proposer to perform the contract or provide the service.
7. The quality, availability and adaptability of the goods or services to the particular use required.
8. The ability of the Proposer to provide future maintenance and service for the warranty period of the contract.
9. Whether the Proposer is in arrears to any Owner on debt or contract or is a defaulter on surety to any Owner.
10. Such other information as may be secured by the City having bearing on the decision to award the contract, to include, but not limited to:
 - a. The ability, experience, and commitment of the Proposer to properly and reasonably plan, schedule, coordinate and execute the Work.
 - b. Whether the Proposer has ever been debarred from proposing by any other public or private owner or found ineligible for proposing on any other projects.
 - c. Proposer's litigation history and reputation with owners for whom Proposer has previously worked.
 - d. Whether Proposer's contract on other projects has ever been terminated.
 - e. The purpose of the above is to enable the City to select the Proposal which is in the best interest of the City. The ability of the low Proposer to provide the required bonds (if applicable) will not of itself demonstrate the responsibility of the Proposer.

GENERAL TERMS AND PROVISIONS

8. BRAND NAMES "OR EQUAL"

Manufacturer's brand name and model number are used in these specifications for the purpose of establishing minimum requirement level of quality and standards of performance and design required. This is in no way intended to prohibit the proposing of other manufacturer's items of equal material and function, unless otherwise indicated. Equal (substitution) may be Proposal, providing the product Proposal is found to be equal in quality, standards of performance, design, etc. to item specified, unless otherwise indicated. Where equal is proposed, Proposal must be accompanied by complete factory information sheets (specifications, brochures, etc.) documenting the equipment Proposal as equal. The CITY, after evaluation of the documentation submitted, will determine if products is approved as equal to the specified request.

9. TAXES

The City is tax exempt, therefore all applicable Federal, State and Local Taxes, unless otherwise instructed by the City shall be excluded in the Proposer's Proposal. City reserves the right to direct purchase materials at Contractor's negotiated prices with material providers and thereby generate a tax savings to itself. City may also provide Contractor with Tax Exempt Certification number so that Contractor may purchase City Designated items tax free.

10. COLLUSION CLAUSE

Any evidence of agreement or collusion among Proposers and prospective Proposers acting to illegally restrain freedom of competition by agreement to Proposal a fixed price, or otherwise, will render the Proposals of such Proposers' void.

11. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, neither Proposer nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Proposer will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Proposer shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. Proposer further agrees that Proposer will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

12. ASSIGNMENT OF CONTRACTUAL RIGHTS

It is agreed that the successful Proposer will not assign, transfer, convey or otherwise dispose of the contract or its right, title, or interest in or to the same, or any part thereof, without previous written consent of the City and any sureties.

13. TIMELY DELIVERY

Time will be of the essence for any orders placed because of this Proposal. The City reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the Proposal/proposal form.

14. DEFAULT OF CONTRACT

In case of default by the Proposer or Contractor, the City may procure the items or services from other sources and hold the Proposer or Contractor responsible for any excess costs occasioned or incurred thereby.

15. ACCEPTANCE OF MATERIAL

The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made, and thereafter is accepted to the satisfaction of the

GENERAL TERMS AND PROVISIONS

City. It must comply with the terms herein and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the Proposer and return product to Proposer at the Proposer's expense.

16. DAMAGE

Precautions should be taken to prevent damage to all property. If any materials, equipment, or other property of the City shall be damaged or destroyed by personnel furnished by the Contractor, the Contractor shall, at its own expense, promptly repair or replace same to the complete satisfaction of the City. The Contractor shall repair or replace any property damaged because of failure to provide proper or adequate protection to its original state and to the satisfaction of the Owner. Any property damage should be reported to the onsite Director or Manager immediately.

17. EMPLOYEE CONFLICT

The City of Plantation will not contract with persons, firms, or corporations where a City officer or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest.

18. CONVICTED VENDOR LIST

In accordance with s.287.133(3) (a), Florida Statutes, prospective Proposers are hereby advised as follows:

- A. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods and services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- B. A public entity may not accept any Proposal, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s.287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of public entity crime resulting in that person being placed on the convicted vendor list may not accept any Proposal, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

19. PARTIAL/DUAL PROPOSAL SUBMITTALS

If approved by the City prior to submittal, Proposers may submit partial Proposals for one or more items or represent up to two (2) manufacturer(s) that are deemed as equals or as listed within the Proposal document. City of Plantation reserves the right to award one (1) or multiple vendors.

20. OTHER AGENCIES

All Proposers awarded contracts from this Proposal may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, county, municipality, or other agency be obligated for placing an order for any other city, county, municipality, or agency; nor will any city, county municipality or agency

GENERAL TERMS AND PROVISIONS

be obligated for any bills incurred by any other city, county, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Proposer(s).

21. CONTRACT TERMINATION

The contract may be terminated at any time by the City giving written notice to the Contractor approximately thirty (30) calendar days prior to the desired termination date.

22. DUE DILIGENCE

Due care and diligence have been used in preparing these specifications and related information. However, no warranties are made as to the accuracy and completeness of the required information. It is the responsibility of the Proposer to ensure that they have all the information necessary to affect their Proposal/proposal. The City will not be responsible for the failure on the part of the Proposer to determine the full extent of the risk exposure and Scope of Work required to effectively perform under Contract. Proposers are expected to examine the conditions, Scope of Work, Special Conditions, Technical Specifications, and all instructions pertaining to services involved. Failure to do so will be at the Proposer's risk.

23. ATTORNEY'S FEES

In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigation entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include any costs that are taxable under any applicable statute, rule or guideline, as well as any non-taxable costs reasonably incurred in connection with the dispute, including, but not limited to, costs of investigation, copying, electronic discovery, information technology charges, telephone and mailing costs, consultant and expert witness fees, travel expenses, court reporter fees and transcript charges, and mediator fees, regardless of whether such costs would be otherwise taxable.

24. INCURRED COSTS

City of Plantation is not responsible for expenses incurred in attending any Pre-Proposal Conferences, preparation of proposal documents and submitting a proposal; therefore, such costs shall not be included in submitted proposals.

25. EX PARTE COMMUNICATION

To ensure fair evaluation of proposals/Proposals, ex parte communication initiated by offerors is prohibited from the time the responses are opened until the final decision has been made. No offeror may initiate communication with any City Council Member, or any board member, official, staff, consultant, or employee who is participating in the evaluation process. All communication initiated by an offeror after the responses are opened must be in writing to:

Asha Edwards, Assistant Procurement Director
400 NW 73rd Avenue
Plantation, FL 33317 and/or via email: aedwards@Plantation.org.

The Evaluation Committee/Staff member may, however, initiate communication with any offeror to obtain additional information or clarification necessary for fair evaluation of their Proposal. Ex Parte communication initiated by an offeror may disqualify that offeror from consideration for this or future Solicitations.

26. AUTHORIZATION TO DO BUSINESS IN STATE OF FLORIDA

The City requires all companies who are awarded a Proposal/proposal to provide proof of "active/current" registration with the Florida Department of State; Division of Corporations prior to any start of work or providing of any commodity/good to the City, or as may be exempt by Florida Statutes.

GENERAL TERMS AND PROVISIONS

27. CHANGE ORDERS/ADJUSTMENTS

The City may, at any time, by written order designated or indicated to be a Change Order, make any change or modification in the Work, or add to the Work within the general scope of the Contract specifications to complete the said work.

28. NON-EXCLUSIVE CONTRACT

This is a non-exclusive Contract. The City reserves the option to purchase any service(s), materials, or equipment from an alternate source.

29. CONTRACT TERMS/OPTION

A. This Contract shall be in effect until the City has acknowledged receipt of equipment and or services and has noted no damage, defects, or deficiencies.

1. Prices must be valid and remain the same for the initial term.

B. Unless otherwise amended in writing and endorsed by both parties prior to the beginning of each respective renewal period all covenants and agreements of the contract shall remain in full force and effect with the only change being in the contract term.

C. The proposed term of this contract shall be an initial term of three (3) years with the option to renew for two (2) additional two (2) year periods.

30. LICENSES AND PERMITS

The Contractor and/or (if applicable) their subcontractors must have and maintain at their expense all necessary and applicable licenses, and certifications, obtain and pay for all permits and inspections, and comply with all laws, ordinances, regulations, and building code requirements applicable to the required services. The Contractor and any of their subcontractors must be licensed by the State of Florida, Broward County, or the City of Plantation to perform all applicable work required under this contract. A copy of the Contractor's license(s) should be submitted to the City's Procurement Department with their Proposal. In the performance of these services, Contractor will fully comply with all the laws and regulations of all Federal, State, County, City and of other governmental authorities or agencies as required by reason of these services or duties to be performed hereunder. Contractor will hold the City harmless from any liability which may be imposed upon City by reason of any alleged violation of the law by Contractor, or for failure to pay taxes or secure necessary licenses or permits. Damages, penalties or fines imposed on the CITY or CONTRACTOR, for failure to obtain and maintain required licenses, certifications, permits or inspections shall be borne by the CONTRACTOR. The CONTRACTOR shall be familiar with all federal, state, and local laws that may affect the goods and services being provided.

If applicable, the Contractor shall secure and pay for all maintenance of traffic (MOT), construction permits, City permits, fees and licenses, etc. associated with the work/services and shall pay for all governmental charges, inspection fees, and fines incurred by Contractor for their negligence, error or omission. The City would assist the Contractor, if possible, in obtaining such permits and licenses. The Contractor shall also be responsible to pay all fees, costs, and expenses in connection with the applications, processing, and securing of approvals or permits from all governmental authorities which have jurisdiction over all aspects of this work.

31. BEST & FINAL OFFERS

If it is determined by the Procurement Director that a Best and Final Offer should be considered in conjunction with Proposal submittals (i.e., tie Proposals, etc.), a Best and Final Offer request will be issued to the top two (2) lowest, responsive, and responsible Proposers. A date and time will be set by the Procurement Director or their designee for Best and Final Offer submissions.

GENERAL TERMS AND PROVISIONS

32. GOVERNING LAW AND VENUE

The Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to the Agreement shall be in Broward County, Florida.

33. COOPERATION WITH THE BROWARD COUNTY OFFICE OF INSPECTOR GENERAL

The Broward County Office of Inspector General (“OIG”) has the authority to review and investigate how governmental contracts are performed and how contractors and vendors (herein, “CONTRACTORS”) are paid. To this end, CONTRACTOR agrees to cooperate with the OIG in the event the Contractor is contacted by the OIG. Such cooperation shall include, answering any questions that may be posed by the OIG, and allowing the OIG to review and copy any of CONTRACTOR’s written material, contract documentation, and financial records that may relate to the formulation, execution, and performance of this Contract. The CONTRACTOR acknowledges and agrees that whatever work or effort is expended by CONTRACTOR in interfacing with the OIG is part of the administrative or overhead or base costs of the services provided by the CONTRACTOR to the CITY, and shall never be a basis for claiming extra or additional compensation under this Contract, or for requesting a change order. The CONTRACTOR’s failure to cooperate fully with the OIG as required by the preceding clause shall be a basis for the CITY claiming the CONTRACTOR is in default, and may, if not timely cured, allow the CITY to terminate this Contract for cause. Unless the CONTRACTOR is instructed otherwise in a specific written and notarized Order signed by the Broward County Inspector General, CONTRACTOR shall advise CITY, in writing and in the same manner as Contractor gives the CITY formal notice under this Contract, each instance, if ever, that the CONTRACTOR is contacted by the OIG, and shall supply the CITY with information necessary to allow the CITY to ensure that the Contractor is fully performing the requirements of this Paragraph. In the absence of this Contract containing a provision concerning to whom the Contractor gives formal notice for matters relating to this contract, such notice shall be in writing, and shall be addressed to the following person, and either faxed or mailed by First Class Mail.

34. SCRUTINIZED COMPANY CERTIFICATION

The company is hereby certifying that they are not on the Scrutinized Companies that Boycott Israel List or that are participating in a boycott of Israel pursuant to Section 287.135, Florida Statutes. Company understands and agrees that pursuant to section 287.135, Florida Statutes, the submission of a false certification; or being placed on the Scrutinized Companies that Boycott Israel List, or engaging in a boycott of Israel; or being placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List; or engaging in business operations in Cuba or Syria will be cause for the CITY to terminate this Agreement and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time..

35. PUBLIC RECORDS

The City of Plantation is public agency subject to Chapter 119, Florida Statutes. The Company shall comply with Florida’s Public Records Law. Specifically, the Company shall:

Keep and maintain public records required by the City to perform the service;

Upon request from the City’s custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Company shall destroy all copies of such confidential and exempt records remaining in its possession after the Company transfers the records in its possession to the City; and

Upon completion of the contract, Company shall transfer to the City, at no cost to the City, all public records in Company’s possession. All records stored electronically by the Company must be provided to the City, upon

GENERAL TERMS AND PROVISIONS

request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

The failure of the Company to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

**CITY CLERK
400 NW 73 AVENUE
PLANTATION, FL 33317
(954) 797-2237
ABEGGEROW@PLANTATION.ORG**

36. PUBLIC AGENCY CONTRACTING

Proposer certifies that it is aware of and complies with the requirements of §448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

- (a) A public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
- (b) If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.
- (c)
 - 1. A public agency, contractor, or subcontractor who has a good faith belief that a person or an entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity.
 - 2. A public agency that has a good faith belief that a subcontractor knowingly violated this subsection, but the contractor otherwise complied with this subsection, shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
 - 3. A contract terminated under this paragraph is not a breach of contract and may not be considered as such. If a public agency terminates a contract with a contractor under this paragraph, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. A contractor is liable for any additional costs incurred by a public agency as a result of the termination of a contract.
- (d) A public agency, contractor, or subcontractor may file a cause of action with a circuit or county court to challenge a termination under paragraph (c) no later than 20 calendar days after the date on which the contract was terminated.

GENERAL TERMS AND PROVISIONS

37. BUY AMERICAN ACT

As required by the Buy American provision, all products must be of domestic origin as required by 41 U.S.C. Ch. 83.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official. The request must include the:

- Alternative substitute(s) that are domestic and meet the required specifications:
 - Availability of the domestic alternative substitute(s) in relation to the quantity ordered
- Reason for exception: limited/lack of availability or price (include price):
 - Price of the domestic product; and
 - Price of the non-domestic product that meets the required specification of the domestic product.

The Contractor agrees that, to the greatest extent applicable, all equipment and products being proposed shall be American-made.

38. RESTRICTION OF USE OF POLYSTYRENE PRODUCTS ON CITY OF PLANTATION OWNED PROPERTY

A. PURPOSE

Expanded polystyrene, a petroleum byproduct commonly known as styrofoam, is neither readily recyclable nor biodegradable and takes hundreds to thousands of years to degrade. Expanded polystyrene is a common pollutant, which fragments into smaller, non-biodegradable pieces that are harmful to marine life, other wildlife, and the environment. The City's goals are to reduce the use of expanded polystyrene by city contractors and special event permittees and encourage the use of reusable, recyclable, or compostable alternatives.

B. DEFINITIONS

City contractor means a contractor, vendor, lessee, concessionaire of the city, or operator of a city facility or property.

Expanded polystyrene means blown polystyrene and expanded and extruded foams that are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion of polymer spheres (expandable bead foam), injection molding, foam molding, and extrusion-blown molding (extruded foam polystyrene).

Expanded polystyrene food service articles means plates, bowls, cups, containers, lids, trays, coolers, ice chests, and all similar articles that consist of expanded polystyrene.

City property or facilities includes, but is not limited to, any buildings, structures, parks or beaches, owned, operated, or managed by the city.

Special event permittee means any person or entity issued a special event permit by the city for a special event on city property or in a city facility.

- C City contractors or special event permittees shall not sell, use, provide food in, or offer the use of expanded polystyrene food service articles in city facilities or on city property. A violation of this section shall be deemed a default under the terms of the city contract, lease, or concession agreement and is grounds for revocation of a special event permit. This subsection shall not apply to expanded

GENERAL TERMS AND PROVISIONS

polystyrene food service articles used for prepackaged food that have been filled and sealed prior to receipt by the city contractor or special event permittee.

- D. Any city contract, lease, or concession agreement entered into prior to the effective date of this section or any special event permit issued prior to the effective date of this section shall not be subject to the requirements of this section, unless the city contractor or special event permittee voluntarily agrees thereto.
- E. The provisions of this section apply only to contracts, leases, or concession agreements entered into after April 1, 2023.

39. PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS

Proposers are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Proposer's social, political, or ideological interests when determining if the Proposer is a responsible Proposer. Proposers are further notified that the City's governing body may not give preference to a Proposer based on the Proposer's social, political, or ideological interests.

40. COMPLIANCE WITH FOREIGN ENTITY LAWS

The company hereby attests under penalty of perjury the following:

- A. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
- B. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
- C. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.0071, Florida Statutes)
- D. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.0071, Florida Statutes)
- E. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)
- F. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
- G. (Only applicable if purchasing real property) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

41. AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06(13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

- A. The Affiant is an adult resident of the State of Florida.

SECTION 6: Forms

GENERAL TERMS AND PROVISIONS

- B. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".
- C. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

GENERAL TERMS AND PROVISIONS

IN WITNESS WHEREOF, this General Provision Document is hereby signed as of the date indicated.

Claudia Spiegel
Witness

NS
Witness

Corporate Seal (Where appropriate)

Jason Spiegel
(Authorized Signature in Ink or Electronic)

Jason Spiegel
(Printed Name of Above Signer)

Managing Partner
(Printed Title of Above Signer)

10/22/2024
(Date Signed)

STATE OF Florida
COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 21 day of October, 2024, by Jason Spiegel, as Managing Partner for Freebee LLC, who is personally known to me or who has produced Florida Drivers as identification.

Notary Public Signature: Jamie Lee Kerezman State of Florida at Large (Seal)

Print Name: Jamie Kerezman

My commission expires: 1/10/28

As the person authorized to sign the statement, I certify that this firm acknowledges and certifies fully with the above general terms and provisions.

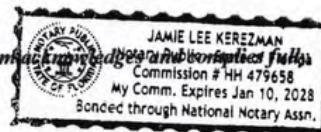


EXHIBIT “D”
(Insurance Requirements)

EXHIBIT “B”

ADDITIONAL INSURANCE REQUIREMENTS

CONTRACTOR shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY’s Risk Manager who can be reached by phone at (954) 797-2210 or email cmorris@plantation.org should you have any questions regarding the terms and conditions set forth in this Article.

CONTRACTOR is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY’s review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement.

Throughout the term of this Agreement, CONTRACTOR and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

A. Worker’s Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440. CONTRACTOR further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

(1) Naming the City of Plantation as an additional insured as CITY’s interests may appear, on General Liability Insurance only, relative to claims which arise from CONTRACTOR’s negligent acts or omissions in connection with CONTRACTOR’s performance under this Agreement.

(2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance**Limits of Liability****GENERAL LIABILITY:**

Minimum \$1,000,000 Per Occurrence and
\$2,000,000 Per Aggregate

* Policy to be written on a claims incurred basis

XX comprehensive form	bodily injury and property damage
XX premises - operations	bodily injury and property damage
XX products/completed operations hazard	bodily injury and property damage combined
XX contractual insurance	bodily injury and property damage combined
XX broad form property damage	bodily injury and property damage combined
XX independent CONTRACTORS	personal injury
XX personal injury	

AUTOMOBILE LIABILITY:

Minimum \$1,000,000 Per Occurrence and \$1,000,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.

XX comprehensive form
XX owned
XX hired
XX non-owned

REAL & PERSONAL PROPERTY

___ comprehensive form	Agent must show proof they have this coverage.
------------------------	--

EXCESS LIABILITY

Per Occurrence Aggregate

XX excess/umbrella	bodily injury and property damage combined	\$5,000,000	\$5,000,000
--------------------	--	-------------	-------------

PROFESSIONAL LIABILITY

Per Occurrence Aggregate

___ * Policy to be written on a claims made basis	\$1,000,000	\$1,000,000
---	-------------	-------------

(3) If Professional Liability insurance is required, CONTRACTOR agrees the indemnification and hold harmless provisions set forth in the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

C. Employer's Liability. If required by law, CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability

Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies; and
- (4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. Waiver of Subrogation. CONTRACTOR hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/29/2025

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

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

PRODUCER Avante-NEA Insurance Group, LLC 8700 W. Flagler St., Suite 401 Miami FL 33174		CONTACT NAME: Nicole Landrau PHONE (A/C, No, Ext): (305) 221-2400 E-MAIL ADDRESS: nlandrau@avante-nea.com FAX (A/C, No): (305) 221-2411	
INSURED Beefree Holdings, Inc; Beefree, LLC, DBA: Freebee 371 NE 61st Street Miami FL 33138		INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance Company INSURER B: Arch Specialty Insurance Company INSURER C: Hartwell Insurance Company INSURER D: INSURER E: INSURER F:	
		NAIC # 16535 21199 54524	

COVERAGES**CERTIFICATE NUMBER:** 25/26 Update Master**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	GLO375996202	01/01/2025	01/01/2026	EACH OCCURRENCE \$ 2,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 2,000,000						
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	BAP375996302	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
C	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	Y		HARTFB2401	01/01/2025	01/01/2026	EACH OCCURRENCE \$
	AGGREGATE \$ 5,000,000						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WC375996102	01/01/2025	01/01/2026	☒ PER STATUTE ☐ OTH-ER
	E.L. EACH ACCIDENT \$ 1,000,000						
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000						
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000						
B	Cyber Liability			C4MQ8253465CYBER2025	01/01/2025	01/01/2026	Limit \$2,000,000 Deductible \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is included as Additional Insured, Primary and Non-Contributory, Waiver of Subrogation apply. Policies contain 30 Days Notice of Cancellation Endt and 10 Days Notice of Cancellation Endt for Non-Payment of Premium.

CERTIFICATE HOLDER**CANCELLATION**City of Plantation
400 NW 73rd Avenue

Plantation

FL 33317

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

EXHIBIT “G”
(Acknowledged Addendums)

SECTION 6: Forms

ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Jason Spiegel, on this 21, day of 2024, 2024 hereby
acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No.

RFSP NO. 102-24

Addenda Numbers Received:

1 _____

2 _____

3 _____

4 _____

AUTHORIZED SIGNATURE:



PRINTED NAME OF ABOVE:

Jason Spiegel

TITLE OF ABOVE:

Managing Partner

COMPANY NAME:

Beefree, LLC d/b/a Freebee

ITB No. 102-24; Micro Transit Program - Term Contract

Page | 46



ADDENDUM NO. 1

RFSP No. 102-24

TITLE: Micro Transit Program

DATE: September 17, 2024

TO ALL PROSPECTIVE BIDDERS:

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strike through~~ have been deleted from the bid documents and text in underline has been added.

CHANGES:

By issuance of this addendum please note that the correct pre-bid non-mandatory meeting date is September 20, 2024 at 11:30AM

Bids **must** be submitted on or before **October 15, 2024 at 11:00AM**. Bids must be submitted electronically ONLY via the Demand Star website.

<https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/>

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for RFSP No. 102-24.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

BIDDER'S NAME: _____



ADDENDUM NO. 2

ITB No. 102-24

TITLE: Micro Transit Program – Term Contract

DATE: September 25, 2024

TO ALL PROSPECTIVE BIDDERS:

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strike through~~ have been deleted from the bid documents and text in underline has been added.

QUESTIONS AND ANSWERS

Question No. 1 – With respect to the information provided in VI. Location, on page#31, it states ‘It is anticipated that service areas may be expanded over time. Expansion areas and timing of such expansion shall be determined by the CITY. Additionally, hours and days of operation, and number of vehicles are subject to change depending on the needs and conditions determined by the CITY.’

a) Could the City please provide an estimate of the number of vehicles to be assigned for each proposed zone?

Response No. 1 – The City is seeking the vendors best estimate as to the number of vehicles that will be required.

Question No. 2 - Can the City please provide any estimated or forecasted ridership figures for the proposed pilot micro transit in each zone?

Response No. 2 – No.

Question No. 3 – How many drivers does the Agency currently have? And will those drivers also be available for this Micro Transit project?

Response No. 3 – The City is seeking a proposer who can supply a complete turnkey solution, staff will not be provided by the City.

Question No. 4 – Is subcontracting allowed, e.g., to lease vehicles and house them and to recruit drivers for this project?



Response No. 4 – You can propose a subcontractor however you need to disclose all subcontractors and their references with the bid submittal. Additionally, it is up to the proposer to ensure compliance of subcontractors as per the Scope of Services, General Terms and Provisions and the Instruction to Proposers.

Question No. 5 – What is the budget for this Micro Transit project, for year one and in subsequent years?

Response No. 5 – Year 1 - \$400,000.00, future years to be decided.

Question No. 6 – Is a bid bond or bid security required for this RFP?

Response No. 6 – A bond is not needed at this time.

Question No. 7 – Can the City please clarify which current mobile fare payment platform it is using, and does the vendor need to integrate with the current fare payment system?

a. Are there any other integrations required for this project?

Response No. 7 – The City does not have a fare payment system.

Question No. 8 – Does the City require a white labelled Mobile Application?

Response No. 8 – Review the Scope of Services and suggest the best mobile application for the City.

Question No. 9 – Can the City elaborate on its marketing and advertisement requirements?

Response No. 9 – No.

Question No. 10 – Does the City currently use tablets/MDTs? Is the City willing to purchase MDTs from the vendor?

Response No. 10 – The city does not currently have a transit program. Proposer is responsible for providing a complete turnkey system.

Question No. 11 – With respect to the Scope of Work,

- a) Could the City confirm if electric or hybrid vehicles are required for this project?
- b) Could the City please clarify what percentage share of electric or hybrid vehicles is anticipated for this project?

Response No. 11 – The City is requiring the use of EV for this project as described in the Scope of Services.

Question No. 12 – Does the City have the facility to house the vehicles, or does the vendor need to provide the facility?



Response No. 12 – Proposer should provide options. The area suggested by the City is reflected within the solicitation, see page 68.

Question No. 13 – What is the expected Go-Live date with the new vendor?

Response No. 13 – July 1, 2025.

Question No. 14 – Is there a DBE goal for this project?

Response No. 14 – No.

Question No. 15 – Will the City accept electronic signatures on the forms, cover letter, and price proposal?

Response No. 15 – Yes but note there are forms that must be notarized.

Question No. 16 – Is there a page limit for the technical proposal?

Response No. 16 – The maximum file size, regardless of file type, is 1000MB (1GB) per file.

Question No. 17 – Can the City please provide an extension for the submission of proposals?

Response No. 17 – No.

Bids **must** be submitted on or before **October 15, 2024 at 11:00AM**. Bids must be submitted electronically ONLY via the Demand Star website.

<https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/>

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No.102-24.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your bid.

BIDDER'S NAME: _____



ADDENDUM NO. 3

ITB No. 102-24

TITLE: Micro Transit Program – Term Contract

DATE: October 2, 2024

TO ALL PROSPECTIVE BIDDERS:

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strike through~~ have been deleted from the bid documents and text in underline has been added.

QUESTIONS AND ANSWERS

Question No. 1 – Could the City please clarify what types of small and large electric vehicles they would prefer and how many passengers the small and large vehicles should accommodate?

Response No. 1 – **Proposer needs to confirm this information based on the scope provided.**

Question No. 2 - According to the Cost Proposal Form on page 41 of the RFSP, does the proposer need to furnish cost estimates for both large and small vehicles for each proposed zone, or can they propose only one type?

Response No. 2 – **Proposer should determine types of vehicles for proposed zones and provide the requisite costs. Review the bid form to confirm costs that have been requested.**

Question No. 3 – As stated in the Cost Proposal Form on page 41 of the RFP, does the vendor need to provide at least one large or small vehicle for each proposed zone?

a. Please elaborate on how many vehicles small and large the City envisions for each zone?

Response No. 3 – **The City expects the Proposer to determine this information.**

Question No. 4 – Can the vendor lease electric vehicles for this project, or must the vehicles be owned by the contractor?

Response No. 4 – **There are no requirements with regard to ownership or lease – that is to be determined by the Proposer.**



Question No. 5 – How many of the vehicles need to be wheelchair capable?

Response No. 5 – As stated within the scope, at least one ADA vehicle should always be available.

Question No. 6 – Can the City please clarify the “Flexible Hourly Fee” for special events, weekends, holidays, etc.?

Response No. 6 – Proposer has to determine their costs. The City is inquiring as to rates for services beyond the standard provided within the RFSP.

Question No. 7 – Does the \$400,000 budget include all four proposed zones of service?

Response No. 7 – \$400k is startup year budget (July 1- Sept. 30). Service expansion is at the discretion of the City.

Question No. 8 – Is it mandatory for the proposer to provide a cost proposal for the optional Senior Micro Transit Program option?

Response No. 8 – Proposer has to determine this information. Bid form reflects all items that costing should be provided on.

Question No. 9 – Does the \$400,000 budget also include this optional Senior Micro Transit Program?

Response No. 9 – \$400k is startup year budget (July 1- Sept. 30). Service expansion is at the discretion of the City.

PLEASE REVIEW THE RFSP DOCUMENT THOROUGHLY BEFORE SUBMITTING A PROPOSAL.

Bids **must** be submitted on or before **October 15, 2024 at 11:00AM**. Bids must be submitted electronically ONLY via the Demand Star website.

<https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/>

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No.102-24.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your bid.

BIDDER’S NAME: _____

ITEM 8.C

(VSCRA) Renewal of Contract between the City of Kissimmee, Downtown Kissimmee Community Redevelopment Agency, Vine Street Community Redevelopment Agency, and Freebee

Request

Approval of an Agreement between the City of Kissimmee, the Downtown Kissimmee Community Redevelopment Agency (DKCRA), the Vine Street Community Redevelopment Agency (VSCRA), and Beefree, LLC d/b/a Freebee, to provide micro-transit transportation services within designated service areas (Contract #20260100).

Explanation

The City of Kissimmee, in coordination with the DKCRA and the VSCRA, has identified the continued need for reliable, accessible, and environmentally sustainable local transportation options to support residents, visitors, and businesses. Micro-transit services provide first- and last-mile connectivity, reduce parking demand, support local commerce, and enhance overall mobility within redevelopment areas.

Pursuant to Chapter 287, Florida Statutes, and Section 4.3.1.1 of the City's Purchasing Code, the City may procure goods and services through cooperative purchasing when it is in the City's best interest. Beefree, LLC d/b/a Freebee was competitively selected through a procurement process conducted by the City of Plantation, Florida, which serves as the lead public agency under Master Agreement No. 102-24.

Staff has reviewed the Master Agreement and determined that the scope of services and pricing are appropriate and economically advantageous for the City of Kissimmee. This Agreement allows the City and its CRAs to participate in the cooperative contract while incorporating City-specific terms, insurance requirements, and a locally tailored scope of services.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10722203 503434		Decrease	128,900.00	128,900.00

Financial Summary:

The contract total is \$429,665.00. The amount of \$128,900.00 represents the VSCRA cost share amount.

Recommendation

VSCRA Board approval of the Agreement between the City of Kissimmee, the Downtown Kissimmee Community Redevelopment Agency (DKCRA), the Vine Street Community Redevelopment Agency

City of Kissimmee

(VSCRA), and Beefree, LLC d/b/a Freebee, to provide micro-transit transportation services within designated service areas.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Economic Development
Presenter: David Rodriguez

Attachment(s):

1. (S) Freebee Contract

**AGREEMENT BETWEEN THE CITY OF KISSIMMEE,
DOWNTOWN KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY,
VINE STREET COMMUNITY REDEVELOPMENT AGENCY
AND BEEFREE, LLC D/B/A FREEBEE**

THIS AGREEMENT is made this 6th day of January, 2026 by and between the CITY OF KISSIMMEE, the DOWNTOWN KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY, and the VINE STREET COMMUNITY REDEVELOPMENT AGENCY, whose address is 101 Church Street, Kissimmee, Florida 34741, hereinafter referred to collectively as “**CITY**” and **BEEFREE, LLC D/B/A FREEBEE**, whose address is 371 NE 61st Street, Miami, Florida 33137, hereinafter referred to as “**CONTRACTOR**,” and each represents as follows:

WITNESSETH

WHEREAS, CITY is in the need of the professional services of CONTRACTOR to provide competitive pricing for the provision of in-city transportation services; 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, pursuant to 4.3.1.1 of the City’s Purchasing Code, the CITY may procure goods and services from bid or proposals from any government subdivisions when its in the best interest of the City of Kissimmee; and

WHEREAS, pursuant to a competitive bidding and selection process by the City of Plantation, a political subdivision of the State of Florida, awarded the bid to BEEFREE, LLC d/b/a Freebee; and

WHEREAS, the City of Plantation, Florida, as a Lead Public Agency, subsequently entered into Agreement No. 102-24 on May 02, 2025, which is attached hereto as **Exhibit “B”** and incorporated herein (hereinafter referred to as the “**MASTER AGREEMENT**”); and

WHEREAS, CITY has determined that the specifications in the Master Agreement are similar in nature to the services required by the CITY, and therefore it is economically advantageous and in the best interest of the CITY to enter into this Agreement with CONTRACTOR, who is certified and qualified to provide the necessary services required by CITY.

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:

SECTION 1. RECITALS. The foregoing recitals are true and correct and specifically incorporated herein.

SECTION 2. TERM. The term of this Agreement shall begin upon execution and continue through May 01, 2030, the date of expiration of the MASTER AGREEMENT. This Agreement may be extended if the MASTER AGREEMENT is extended.

SECTION 3. CONTRACT PROVISIONS. The Parties agree that the terms and conditions of the MASTER AGREEMENT entered into by the City of Orlando, Florida and CONTRACTOR are binding to the Parties, unless otherwise agreed to herein. The portions of the MASTER AGREEMENT not expressly modified by this Agreement shall have full force and effect upon the Parties hereto. As such, the following modifications to the Master Agreement shall apply:

- a. "City of Plantation" or "City" in the MASTER AGREEMENT shall refer to the City of Kissimmee.
- b. Exhibit "A" of the MASTER AGREEMENT, "Scope of Services" shall be rescinded and replaced in its entirety with the attached **Exhibit "A,"** attached hereto and incorporated by reference.
- c. Article 5, "Insurance" of the MASTER AGREEMENT shall be rescinded and replaced with the following insurance provisions: CONTRACTOR is required to submit to the CITY Certificates of Insurance naming the CITY of Kissimmee as an additional insured. During the term of this Agreement and any renewals, CONTRACTOR at their sole cost and expenses shall maintain insurance coverage as follows:
 - 1) **Workers Compensation:** CONTRACTOR will provide Worker's Compensation coverage for all of CONTRACTOR's employees at the site location and shall be in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation.
 - 2) **Comprehensive General Liability:** CONTRACTOR will provide coverage for all owned and non-owned vehicles utilized for the provision of services hereunder for limits of not less than \$1,000,000.00.
 - 3) **Comprehensive Automobile Liability:** CONTRACTOR will provide coverage for all owned and non-owned vehicles utilized for the provision of services hereunder for limits of not less than \$1,000,000.00.
 - 4) **Business Automobile Liability:** CONTRACTOR shall maintain Business Automobile Liability Insurance with a limit not less than \$1,000,000.00 each accident for owned, non-owned and hired automobiles utilized for the provision of services hereunder.
- d. Section 9, "General Provisions," Subsection A, "Delivery of Notices," is hereby amended to reflect the following CITY and CONTRACTOR representatives for purposes of Notice:

City:	Craig Holland
	Development Services Director
	City of Kissimmee, FL
	101 Church Street
	Kissimmee, FL 34741

Copy To: City Attorney's Office
City of Kissimmee, FL
101 Church Street
Kissimmee, FL 34741

Contractor: Beefree, LLC d/b/a Freebee
Attn: Jason Spiegel
371 NE 61st St
Miami, FL 33137

Copy to: Bradley F. Zappala, Esq.
407 Lincoln Road, PH SE
Miami Beach, FL 33139

SECTION 4. PUBLIC RECORDS.

CONTRACTOR acknowledges CITY's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, CONTRACTOR shall keep and maintain public records required by the CITY to perform the service.

- i. **If CONTRACTOR has questions regarding the application of Chapter 119, Florida Statutes, to CONTRACTOR's duty to provide public records relating to this Agreement, contact the Custodian of Public Records at 407-518-2308, cityclerkemail@kissimmee.gov and 101 Church Street, Kissimmee, Florida 34741.**
- ii. If CITY's Custodian of Records requests records from CONTRACTOR, CONTRACTOR shall provide the City's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost charged by CITY, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- iii. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the agreement if the CONTRACTOR does not transfer the records to CITY.
- iv. Upon completion of the contract, CONTRACTOR shall transfer, at no cost, to CITY all public records in possession of CONTRACTOR or keep and maintain public records required by CITY to perform the service for a period of four (4) years following completion of the contract. If CONTRACTOR transfers all public records to CITY upon completion of the Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public

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

- v. Upon notice to CONTRACTOR of a request to inspect or copy public records relating to CITY's agreement for services, CONTRACTOR shall provide the records to CITY or allow the records to be inspected or copied within a reasonable time.
- vi. If CONTRACTOR does not comply with CITY's request for records, such failure shall constitute a material breach and the Agreement shall terminate upon notice by the CITY.
- vii. If the CONTRACTOR fails to provide the public records to CITY within a reasonable time may be subject to penalties under Florida Statutes §119.1
- viii. Notwithstanding any of the foregoing, CITY shall maintain the confidentiality of any records or information that constitutes CONTRACTOR's trade secrets or proprietary information and is exempt from disclosure, pursuant to Section 815.045, Florida Statutes. In the event CITY determines that the exemption from disclosure does not apply or that it is required by law or court order to disclose any records which may contain CONTRACTOR's trade secrets or proprietary information, CITY will provide written notice to CONTRACTOR of its determination and the legal basis for its determination prior to disseminating or publicly disclosing such records.

SECTION 5. APPLICABLE LAW, VENUE, JURY TRIAL. The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Osceola County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

SECTION 6. MODIFICATION. The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the Parties. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 7. CONFLICT. To the extent that any conflict shall arise between this Agreement and the terms and conditions of the MASTER AGREEMENT, the terms and conditions of this Agreement shall prevail.

SECTION 8. FUND AVAILABILITY AND USE OF CONTRACTOR. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forego use of the CONTRACTOR for any project which may fall within the scope of services listed herein.

SECTION 9. EMPLOYMENT VERIFICATION (E-VERIFY). In accordance with Section 448.095, Florida Statutes, CONTRACTOR shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If CONTRACTOR enters into a contract with a subcontractor performing work or providing services on its behalf, CONTRACTOR shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify> .

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

SECTION 10. SOVEREIGN IMMUNITY. The CITY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of CITY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the CITY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

SECTION 11. JOINT AUTHORSHIP. This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

SECTION 12. EQUAL OPPORTUNITY EMPLOYER. CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 13. AUDITING, RECORDS, AND INSPECTION. In the performance of this Agreement, CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of CITY and shall be retained by CONTRACTOR for a period of three years after termination or completion of the Agreement, or until the full City audit is complete, whichever comes first. CITY shall retain the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act; Chapter 119, Florida Statutes. CITY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of CITY. CITY has the right to terminate this Agreement based upon its findings in this audit without regard to the termination provision set forth herein.

SECTION 14. PUBLIC EMERGENCIES. It is hereby made a part of this Agreement that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, the City of Kissimmee shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of Kissimmee are protected from any emergency situation that threatens public health and safety as determined by CITY. CONTRACTOR agrees to rent/sell/lease all goods and services to the CITY or governmental entities on a "first priority" basis. CITY expects to pay contractual prices for all products and/or services under this Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should CONTRACTOR provide CITY with products and/or services not under this Agreement, CITY expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency hurricane, tornado, flood, or other acts of God. CONTRACTOR's emergency response will be governed in accordance with the State of Florida Department of Management Services contract number 92121500-20-1, and the approved State of Florida Department of Management Services contract's emergency response bill rates.

SECTION 15. SCRUTINIZED COMPANIES CERTIFICATION. By signing this Agreement, CONTRACTOR 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. If CITY determines, using credible information available to the public, that CONTRACTOR has submitted false certification, CITY shall provide CONTRACTOR with written notice of its determination. CONTRACTOR shall have 90 days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. Failure to comply with this provision is a material breach of this Agreement, and CITY may choose to terminate the Agreement at its sole discretion.

SECTION 16. SEVERABILITY. In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

SECTION 17. INDEMNIFICATION. CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by CITY, caused by the acts and/or omissions of CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. CONTRACTOR agrees to indemnify, defend and hold CITY harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. Said indemnification, defense, and hold harmless actions shall not be limited by any insurance amounts required hereunder.

SECTION 18. TERMINATION. Either party may terminate this Agreement, with or without cause, given sixty (60) days written notice to the other party.

SECTION 19. ENTIRETY OF AGREEMENT. This Agreement, together with corresponding Exhibits and together with Master Agreement and RFP referenced herein and attached hereto, represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or verbal. In the event of a conflict between the provisions of this Agreement and either of the corresponding exhibits, the provisions of this Agreement control. Any prior understanding or representations of any kind preceding the date of this Agreement shall not be binding on either party except as incorporated herein.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this agreement effective the later of the dates that each party signed this agreement.

BEEFREE LLC, d/b/a FREEBEE

By: [Signature]

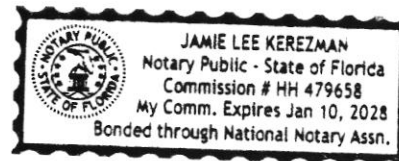
Title: Managing Partner

Date: December 17, 2025

STATE OF FLORIDA)
COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me this 17 day of December, 2025, by means of ☒ physical presence or ☐ online notarization, by Jason Spiegel as Managing Partner of Beefree LLC, d/b/a Freebee, 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.

[Signature]
Notary Public



CITY OF KISSIMMEE

Jackie Espinosa, Mayor-Commissioner

Date:_____

**DOWNTOWN KISSIMMEE COMMUNITY
REDEVELOPMENT AGENCY**

Jackie Espinosa, Chairwoman

Date:_____

**VINE STREET COMMUNITY REDEVELOPMENT
AGENCY**

Jackie Espinosa, Chairwoman

Date:_____

ATTEST:

Tameara Crespo, City Clerk

Approved as to form and legal sufficiency:

Olga Sanchez de Fuentes, City Attorney

EXHIBIT A
CITY OF KISSIMMEE
SCOPE OF SERVICES

EXHIBIT "A"

BEEFREE, LLC d/b/a FREEBEE

"RATES AND SERVICES ADDENDUM"

(Rates and Services Addendum for "Freebee" Transportation Services)

This Rates and Services Addendum ("Addendum") supplements the Agreement between BEEFREE, LLC d/b/a FREEBEE ("FREEBEE") and CITY OF KISSIMMEE, the DOWNTOWN KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY, and the VINE STREET COMMUNITY REDEVELOPMENT AGENCY, hereinafter "CITY" made and entered into 6th day of January, 2026 (the "Agreement"). This Addendum is subordinate to, and fully incorporates the terms and conditions of the Agreement, unless expressly stated otherwise herein. In consideration of the promises and covenants contained herein, and for good and valuable consideration, FREEBEE and CITY (collectively, the "Parties"), intending to be legally bound, hereby agree as follows:

1. Term. The term for the performance of services set forth under this Addendum shall commence upon delivery and deployment of the vehicles within the CITY as set forth in Section 2 below but no later than on a date mutually agreed upon by the Parties, and shall remain in full force and effect for twelve (12) months from March 5, 2026 (the "Term"), unless terminated earlier pursuant to any additional clause(s) in this Agreement. –The Term shall be in effect for a twelve (12) month period pending the renewal of the Master Agreement by the City of Aventura.
2. Services. This Addendum is limited in scope to the following services (the "Services"), which FREEBEE agrees to provide to CITY at the rates specified herein (the "Rates"):
 - a) FREEBEE will provide four (4) "Freebee" vehicles dedicated to CITY (the "Vehicles") for the duration of the Term. Three Vehicles dedicated to CITY will be Tesla vehicles and one Vehicle will be a wheelchair-accessible van. Beyond those identified Vehicles, FREEBEE will otherwise use its best efforts to remain in compliance with all Americans with Disabilities Act ("ADA") requirements as they may pertain to vehicle brands and types. FREEBEE shall be responsible for providing appropriate training to its drivers of wheelchair accessible Vehicle(s), including but not limited to, training as to the operation of the ramping system and securing of wheelchairs.
 - b) FREEBEE will utilize the Ride Freebee mobile app to provide free advertising opportunities for local businesses.
 - c) With the exception of the wheelchair-accessible van, which shall operate as needed to accommodate passenger requests, FREEBEE will operate the Vehicles within the CITY's designated service area at all times during CITY's operating hours (weather and conditions permitting) as reflected in Section 5 below, with the exception of a forty-five (45) minute daily meal break afforded to Freebee drivers. During driver meal breaks, at least one (1) Vehicle will be in operation and FREEBEE will try to limit breaks to downtimes in service. FREEBEE agrees that, to the extent feasible, at all times during CITY's operating hours, a wheelchair-accessible vehicle will be available to accommodate passengers upon request, and FREEBEE will operate the ramping system and secure any wheelchairs to the Vehicle should such an accommodation be requested.
 - d) Prior to commencement of the Term, FREEBEE will provide CITY with at minimum, one (1) fast charger for charging the Vehicles. The fast charger will be retained as FREEBEE's private property but will be available for use by CITY for purposes of charging the Vehicles throughout the duration of this

Agreement. At the conclusion of the Term, FREEBEE shall be entitled to retake possession of the fast charger- FREEBEE shall be solely responsible for costs and expenses associated with installing and maintaining any and all charging equipment necessary for operation of the Vehicles.

- e) FREEBEE will assist CITY in developing a marketing plan to encourage Vehicle ridership.
- f) Beginning in the second month of the Term and continuing each month thereafter, FREEBEE will provide CITY with a monthly report showing data and analytics related to ridership for the preceding month(s). FREEBEE will provide these reports within ten (10) business days of the last day of each month, unless another time frame is agreed upon by the Parties.
- g) FREEBEE agrees that any questions, complaints, or concerns reported to FREEBEE (through its drivers or otherwise) regarding ADA issues will be reported to the CITY within one (1) business day.
- h) CITY will provide four (4) dedicated parking spaces within the designated service area for charging and storage of Vehicles at no cost to FREEBEE. CITY shall further ensure that FREEBEE is permitted to install and utilize the fast charger in proximity to the parking spaces in order to efficiently charge the Vehicles.

3. Rates. As consideration for the services listed above, CITY shall pay FREEBEE at the following rates:

- a) The total charge for the services provided under this Addendum shall not exceed payment for the services to be provided under this Addendum shall not exceed four hundred twenty-one thousand seven hundred and sixty-eight dollars \$421,768, with the stipulation that a portion of that outstanding balance may be paid out of advertising revenue, as further described below in Section 5(d).
- b) The breakdown for the service charges are as follows:
 - i Three Tesla Vehicles;
 - ii Operating Hours: Monday through Friday from 6:00 AM to 9:00 PM;
 - iii Seventy (70) hours per week of operation for each Vehicle in the fleet (weather and conditions permitting);
 - iv Wheelchair Accessible Van shall not have minimum hours requirement but shall be available upon request and on an as-needed basis during regular operating hours.

4. Payment Terms. CITY agrees to pay for the services rendered in monthly installments, as follows:

- a) Twelve (12) payments of approximately \$35,147.33 per month, payable on or before the 5th of each month, beginning upon delivery and deployment of the Vehicles as set forth in Section 2 above.
- b) The first payment shall be delivered to FREEBEE immediately after City Commission approval and execution of the Agreement, which shall be applied towards the anticipated first month of service to the CITY.

5 Additional Terms-

- a) FREEBEE will operate the Vehicles in CITY's designated service area map as delineated in this Exhibit. This service area may be modified or revised revision upon mutual, written consent of the Parties.
- b) Should state and local law permit FREEBEE to sell advertising space on the Vehicles, and provided FREEBEE is able to sell such advertising space, FREEBEE may enter into separate agreements with advertisers for the placement of advertising on the Vehicles. All advertising shall be subject to CITY's approval prior to its placement on the Vehicles. Any advertising

revenue generated from the sale of advertising on the Vehicles during the Term shall be divided equally between FREEBEE and CITY, with each entitled to 50% of advertising revenue that is generated and actually received. CITY shall be permitted to apply its share of said revenue, if any, towards its monthly payment to FREEBEE for services rendered. Nothing in this section shall not be interpreted as an obligation on FREEBEE to sell any advertising space or generate any revenue by selling advertising on the Vehicles, and CITY hereby expressly acknowledges that no such obligation has been created by enacting this Section.

EXHIBIT B
MASTER AGREEMENT
BETWEEN CITY OF PLANTATION & FREEBEE

CITY OF PLANTATION



AGREEMENT

Between

THE CITY OF PLANTATION

AND

BEEFREE, LLC D/B/A FREEBEE

For

MICRO TRANSIT PROGRAM – TERM CONTRACT

AGREEMENT NO. 102-24

AGREEMENT

**Agreement
By and Between
City of Plantation
&
Beefree, LLC d/b/a Freebee
for
Micro Transit Program- Term Contract
Agreement No. 102-24**

1. PARTIES AND DATE.

This Agreement (“Agreement”) is made and entered into this 2 day of May, 2025 by and between the CITY OF PLANTATION, a Florida Municipal Corporation with its principal place of business at 400 NW 73 AVENUE PLANTATION, FL 33317, (“City”) and BEEFREE, LLC D/B/A FREEBEE, a Florida Limited Liability Company with its principal place of business at 371 NE 61st STREET, MIAMI, FL 33137 (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Contractor.

The Contractor shall provide Micro Transit Services to the City as set forth in the terms and conditions in this Agreement. The Contractor represents that it is experienced in providing Micro Transit Services as further defined herein, is licensed and authorized to do business in the State of Florida, and is familiar with the requirements of the City.

2.2 Services

The Contractor’s responsibility under this Agreement is for Micro Transit Services as set forth on the Agreement and as further detailed in **Exhibit “A”**-Scope of Services. The Contractor represents and warrants that it is able to satisfactorily provide the service according to the Scope of Services, which are incorporated herein by reference as **Exhibit “A”**.

The following Exhibits referenced herein are hereby incorporated into this Agreement- **Exhibit “A”** Scope of Services (written by the City) and Approach (provided by Contractor), **Exhibit “B”** Rates/Costs/Pricing, **Exhibit “C”** documentation required by the City submitted by the Contractor during the solicitation period prior to Notice of Award, **Exhibit “D”** Insurance Requirements, **Exhibit “E”** Acknowledge Addendum.

2.3 Procurement

The City of Plantation sought sealed proposals pursuant to Sec. 2-220(b) and 2-226(c) of the City’s Code of Ordinance.

AGREEMENT

3. TERMS.

3.1 Term.

A. The initial agreement period shall be for five (5) years, commencing May 2, 2025 and expiring on May 1, 2030. In addition, the City reserves the right to extend this Agreement for two (2) additional (3) year periods, provided the Contractor also agrees in writing to extension upon such terms (to include prices/rates and fees) as the City and Contractor agree. Prices shall remain firm and fixed for the initial term of the Agreement. Lastly, if the City is satisfied with services provided by Contractor, this Agreement may be extended for additional one (1) year periods following the final three (3) extension, provided the Contractor also agrees in writing to extension upon such terms (to include prices/rates and fees) as the City and Contractor agree.

4. RESPONSIBILITIES OF CONTRACTOR.

A. Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor shall determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the Term. Any additional personnel performing the Services on behalf of Contractor shall also not be employees of City and shall at all times be under the Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services and as required by law. Contractor shall be responsible for all applicable reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

B. Control and Payment of Subcontractors. All work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier, which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of this Agreement for the benefit of the City. The Contractor shall be responsible for the payments to any such Subcontractors, including any professional fees, or Suppliers and additional costs within 14 calendar days of City's payment to Contractor. The City shall not be responsible for any payments to Subcontractors or Suppliers. The City shall not be billed directly or indirectly for any professional fees or additional costs of the Subcontractors for the Project.

C. Schedule of Services. Contractor shall perform the Services expeditiously, within the Term, and in accordance with the Scope of Services set forth in **Exhibit "A"**. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate the Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Scope of Services.

D. Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City, which shall not unreasonable be withheld.

AGREEMENT

E. Contractor's Representative. Subject to Contractor's right to delegate an alternative representative upon reasonable prior notice to City, the Contractor's representative during the performance of this Agreement shall be:

- Jason Spiegel, Managing Director
 - o Phone Number: (305)330-9450
 - Email: Jason@ridefreebee.com

F. Substitution of Key Personnel. Contractor has represented to City that certain key personnel will perform and coordinate the Services. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Contractor at the request of the City, except to the extent Contractor determines that compliance with such a request of the City would violate any applicable laws.

G. Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, Contractors, and other staff at all reasonable times.

H. Standard of Care; Performance of Employees. Contractor shall perform all Services in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of Florida. Contractor represents and warrants that it is skilled in the professional calling necessary to perform the Services. Contractor represents and warrants that all employees and Subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents and warrants that it, its employees, and Subcontractors have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the Term. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its Subcontractor who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project. Notwithstanding the foregoing, if Contractor determines in good faith that any determination by the City which would require the removal of an employee from the Project is based on unlawful grounds or would result in the violation of any labor and employment laws or regulations, Contractor shall advise the City of its belief and the grounds therefore and shall only be obligated to comply with the foregoing provision to the extent that Contractor, in its sole discretion, determines is permitted by applicable laws.

I. Excusable Delays. Neither Party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the Party or Parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, pandemics, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a Party. Notwithstanding the foregoing, the City shall have no obligation to compensate Contractor for any

AGREEMENT

Service that Contractor fails to perform, or otherwise has not performed, nor shall Contractor have the obligation to continue performing the Services if the City's excusable delay in meeting its payment obligations continues for more than sixty (60) days. Additionally, either Party may terminate this Agreement with immediate effect upon written notice to the other Party where an excusable delay lasts longer than ninety (90) days. Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligation of this Agreement.

J. Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, and shall give all notices required by law. Contractor warrants that it shall perform the Services in compliance with all applicable Federal and Florida employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Contractor shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Contractor's performance under this Agreement, except to the extent attributable to the negligence or intentional misconduct of the City and/or City's employees. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations, except to the extent attributable to the negligence or intentional misconduct of the City and/or City's employees.

K. Equal Opportunity Employment. Contractor represents and warrants that it is an equal opportunity employer and it shall not discriminate against any Subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

L. Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Upon reasonable prior notice, Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement, except to the extent such records constitute Contractor's proprietary information and/or trade secrets. Contractor shall allow inspection of all work, data, documents, proceedings, and activities exclusively created pursuant to this Agreement for a period of 3 years from the date of final payment under this Agreement, except to the extent such records constitute Contractor's proprietary information and/or trade secrets.

AGREEMENT

5. INSURANCE.

A. Time for Compliance. Contractor shall not commence Services until it has provided evidence satisfactory to the City that it has secured all insurance pursuant to **Exhibit “D”**. In addition, Contractor shall not allow any Subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the Subcontractor has secured all insurance pursuant to **Exhibit “D”**.

6. PAYMENTS.

A. The Contractor will bill/invoice the City by the 10th day of each month for services rendered to the minute during the prior month at the hourly rates listed in **Exhibit “B”**. If Contractor does not provide all of the scheduled hours for a day, partial hours will be prorated at the hourly rates listed in **Exhibit “B”**. The City hereby agrees to pay Contractor for the faithful performance of this Agreement, for services rendered in accordance with **Exhibit “A”**.

The Contractor shall submit invoices to:

City of Plantation
Attn: Administration
400 NW 73rd Avenue
Plantation, FL 33317

Invoice must minimally include the following information:

- Each day of service shall identify the date of service;
- Start time to the minute for each vehicle;
- End time to the minute for each vehicle;
- Rate for each vehicle;
- The total number of hours per type of vehicle for that day.
- The invoice must identify whether the vehicle was working “Scheduled” hours or “Flexible” hours.
- The invoice and backup must also include the total number of hours for each type of vehicle for the month
- The resulting monthly billing for that type of vehicle, and
- The total amount of billing for all types of vehicles by vehicle style and by “Scheduled” and “Flexible” per **Exhibit “B”**.

B. Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

C. Extra Work. If the City requires extra work, services or materials not delineated in this Agreement but within the general Scope of Work/Service, the Contractor shall submit a detailed written proposal to the authorized City representative. If the proposal is approved, the Contractor shall receive authorization to proceed by receipt of a purchase order or amendment incorporating Contractors proposal. As used herein, “Extra Work” means any work which is determined by City to be necessary for the Project/Services, but which the Parties did not reasonably anticipate would be necessary at the time of execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from the City.

AGREEMENT

7. TERMINATION OF AGREEMENT.

A. For Convenience. After the first year of the Term, City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least 60 calendar days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause. The City may terminate this Agreement for convenience even if Contractor avails itself of the Dispute Resolution process set forth below in subsection 9C.

B. For Cause. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and with cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least 21 calendar days before the effective date of such termination, with an opportunity to cure any breach prior to the effective date of any termination for cause. The Contractor may not terminate this Agreement except upon a breach by the City, which is not cured upon 21 calendar days' notice to City. In case of the Contractor's termination for cause, the Contractor shall be paid for Services satisfactorily provided to such termination date, less any setoffs or adjustments City may claim arising out of the Contractor's breach, the remaining unperformed parts of this Agreement, and for that portion (if any) of the Contractor's performance which is unsatisfactory (the intent being that the Contractor be paid what is just and equitable compensation for the Contractors' performance of Services rendered to the satisfaction of the City). Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Should the Contractor avail itself of the Dispute Resolution process set forth below in subsection 9C, then the City may not terminate this Agreement for Cause until the conclusion of the Dispute Resolution process.

C. Mutual Termination. This Agreement may also be terminated by mutual written agreement at any time and under any terms.

D. Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services, with the exception of any documents and data which contain Contractor's proprietary information or trade secrets. Contractor shall be required to provide such documents and other information within 21 calendar days of the request.

E. Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, Services similar to those terminated.

8. OWNERSHIP OF MATERIALS AND CONFIDENTIALITY.

A. Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive license for the duration of the Term City to use any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data in any form, which are prepared or caused to be prepared by Contractor exclusively in connection with this Agreement, and which expressly exclude Contractor's proprietary information and/or trade secrets ("Documents & Data"). All

AGREEMENT

Documents & Data shall be and remains the property of Contractor.

B. Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Contractor shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Contractor's seal from the Documents & Data. Contractor shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Contractor shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Contractor, a party for whom the Contractor is legally responsible or liable, or anyone approved by the Contractor.

C. Indemnification. Contractor shall defend, indemnify and hold the City, its, officials, officers, employees, volunteers, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City the Documents & Data, including any method, process, product, or concept specified or depicted, except to the extent attributable to the acts or omissions of the City its officials, officers, employees, volunteers, and agents. This subparagraph shall survive termination or expiration of this Agreement.

9. GENERAL PROVISIONS.

A. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address (physical or electronic) as the respective Parties may provide in writing for this purpose:

Contractor:

Jason Spiegel, Managing Director
Beefree, LLC d/b/a/Freebee
371 NE 61st Street
Miami, FL 33127
Email: Jason@ridefreebee.com

With copies to:
Bradley F. Zappala, Esq.
Switkes & Zappala, P.A.
407 Lincoln Road, PH SE
Miami Beach, FL 33139
bzappala@switkeslaw.com

AGREEMENT

City:

Mayor
400 NW 73rd Avenue
Plantation, FL 33317

With copies to:
Chief Administrative Officer
400 NW 73rd Avenue
Plantation, FL 33317

Procurement Director
400 NW 73rd Avenue
Plantation, FL 33317

Kerry L. Ezrol, City Attorney
Goren Cherof, Doody & Ezrol, P.A.
3099 E Commercial Blvd., Ste. 200
Fort Lauderdale, FL 33308

Such notice shall be deemed made when personally delivered, or, if mailed, 48 hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address, or delivered to such electronic mail address provided by the Parties for service of notices under this subsection when receipt is acknowledged by electronic written response by the receiving Party.

B. Indemnification.

i. Scope of Indemnity. Except to the extent attributable to the acts or omissions of the Indemnified Parties, Contractor shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, reasonable fees, judgments, losses and damages (collectively, "Claims"), whether or not a lawsuit is filed, including, but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and reasonable attorneys' and experts' fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly. The performance of this Agreement (including any amendments thereto) by Contractor, its employees, agents, representatives or subcontractors; or (ii) The failure of Contractor, its employees, agents, representatives or subcontractors to comply and conform with applicable Laws (as defined herein); or (iii) Any negligent act or omission of the Contractor, its employees, agents, representatives, or subcontractors; or (iv) Any reckless or intentional wrongful act or omission of the Contractor, its employees, agents, representatives, or subcontractors; or (v) Contractor's failure to maintain, preserve, retain, produce, or protect records in accordance with this Agreement and applicable Laws (including but not limited to Florida laws regarding public records).

ii. Additional Indemnity Obligations. A Party's indemnification obligations are conditioned on the indemnified party: (a) promptly giving written notice of the Claim to the indemnifying party; (b) giving the indemnifying Party control of the defense and settlement of the Claim; and (c) providing to the indemnifying party all reasonably available

AGREEMENT

information and assistance resulting from the Claim, at the indemnifying party's request and expense. The indemnified party may participate in the defense or settlement of the Claim, at the indemnified party's sole expense (not subject to reimbursement). Neither Party may settle or enter into any defense of any claim that includes a financial or specific performance obligation on, or admission of liability by, the Party against whom the claim is brought without that Party's prior written consent. Neither Party may admit liability for or consent to any judgment or concede or settle or compromise any Claim unless that admission or concession or settlement or compromise includes a full and unconditional release of the other Party from all liabilities in respect of the Claim.

iii. Nothing contained herein is intended nor shall it be construed to waive the City's rights and immunities under the common law or Florida Statute §768.28 as amended from time to time. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist in the City's favor. In no event shall City be liable to Contractor for punitive or exemplary damages or for lost profits or consequential damages.

iv. The provisions of these paragraph(s) are independent of, and will not be limited by, any insurance required to be obtained by Contractor pursuant to this Agreement or otherwise obtained by Contractor, and the provisions of these paragraphs survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

C. Dispute Resolution

i. In the event that any dispute between the City and the Contractor concerning questions or issues arising under this Agreement that have not been resolved, a request for dispute resolution shall be submitted by the Contractor to the City for determination. Request for such determination shall be made in writing. The City's decision may be reached in accordance with assistance, as it may deem reasonably necessary or desirable. The City's decision shall be rendered in writing no more than 30 calendar days after receipt of a fully documented (to the extent that such documents are within the control of the Contractor) request for a determination. The decision shall be conclusive, final, and binding on all Parties, unless the Contractor shall seek a judicial determination in accordance with the provisions set forth below in subsection 9D.

D. Governing Law; Judicial Review; Venue. This Agreement shall be governed by the laws of the State of Florida and venue shall be in Broward County without regard to its conflicts of law. The Parties hereby agree that in the event of any litigation between them, such proceeding shall be brought exclusively in the courts of the State of Florida, County of Broward or the Federal District Court with subject matter jurisdiction and encompassing the County of Broward, Florida. Each Party hereby irrevocably consents and submits to the jurisdiction of, and venue in, the aforementioned courts, and further waives any claim that a proceeding brought therein has been brought in an inconvenient forum. To the extent not prohibited by applicable law that cannot be waived, the City and Contractor hereby waive, and covenant that they will not assert (whether as plaintiff, defendant or otherwise), any right to trial by jury in any action arising in whole or in part under or in connection with this Agreement, whether now existing or hereafter arising, and whether sounding in contract, tort or otherwise.

AGREEMENT

E. Time of Essence. Time is of the essence for each and every provision of this Agreement.

F. City's Right to Employ Other Contractors. City reserves right employ other contractors in connection with this Project. Successors and Assigns.

G. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

H. Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City, which shall not be unreasonably withheld. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. For purposes of this Agreement, any change of majority ownership of Contractor shall not constitute an assignment which requires City approval.

I. Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and SubContractors of Contractor, except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

J. Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

K. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

L. No Third-Party Beneficiaries. Except to the extent expressly provided for in this subsection, there are no intended third-party beneficiaries of any right or obligation assumed by the Parties. The City has three dependent districts (Plantation Midtown Development District, Plantation Gateway, and the City of Plantation Community Redevelopment Agency) hereinafter "Districts", all of which have the power to execute contracts, and all of which are served by City personnel for the purpose of Administration. Such Districts shall be intended third Party beneficiaries and shall be able to enforce the terms hereof for any Serves provided on behalf of the Districts.

M. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

N. Prohibited Interests. The Contractor warrants and represents that no elected official, officer, agent or employee of the City has a financial interest directly or indirectly in this Agreement or the compensation to be paid under it, and further, that no City employee who acts in the City as a "purchasing agent" as defined by §112.312(20), Florida Statutes, as amended, nor any elected or appointed officer of the City, nor any spouse or child of such purchasing agent employee

AGREEMENT

or elected or appointed officer, is a partner, officer, director, or proprietor of the Contractors, and further, that no such City employee purchasing agent, City elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the Contractors. Material interest means direct or indirect ownership of more than Five Percent (5%) of the total assets or capital stock of the Contractors.

O. Conflicts of Interest. Contractor covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with City. Contractor further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed, any such interests, on the part of Contractor or its employees, must be disclosed in writing to City. Contractor is aware of the conflict of interest laws of the State of Florida, Chapter 112, Florida Statutes, as amended, and agrees that it will fully comply in all respects with the terms of said laws. Contractor warrants that it has not employed or retained any person employed by City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay, any public official or person employed by City any fee, commission, percentage, brokerage fee or gift of any kind, contingent upon or resulting from the award of this privilege.

P. Convicted Vendor List. Contractor represents to City that it is not a person or affiliate as defined in §287.133, Florida Statutes, as amended, which has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime. Contractor acknowledges and agrees that it may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the City for the construction or repair of any public building or public work, may not submit bids on leases of real property with the City, may not be awarded an opportunity to perform work as a Contractor, supplier, SubContractor or Contractor under a contract with the City, and may not transact business with the City in an amount set forth in §287.017, Florida Statutes, as amended, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

Q. Contract Utilization Clause. The parties agree that, subject to Contractor's agreement, other governmental entities shall be permitted to access and utilize the terms, conditions, and pricing set forth in this Agreement as third-party beneficiaries. Any such governmental entity may enter into its own contract with Contractor based on the terms, conditions, and pricing of this Agreement, subject to any applicable modifications or negotiations between the governmental entity and Contractor. The City of Plantation shall not be responsible for any obligations, performance, or liabilities associated with contracts entered into by other governmental entities pursuant to this clause.

R. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

S. Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

T. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

AGREEMENT

U. Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties

THIS SECTION WAS INTENTIONALLY LEFT BLANK

AGREEMENT

Signed, Sealed in the presence of:

BEEFREE, LLC D/B/A FREEBEE
a Florida Limited Liability Company

By: [Signature]
Jason Spiegel, Managing Director

Witness: [Signature]
John Janusz
Typed name of Witness

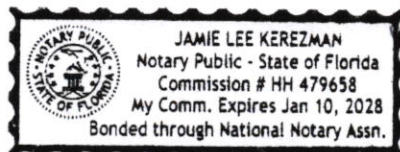
Witness: [Signature]
Miguel Mirandes
Typed name of Witness

STATE OF FLORIDA

COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 4/25/25 (date) by Jason Spiegel, as Managing Director of Beefree, LLC d/b/a Freebee, a Florida Limited Liability Company, on behalf of the company. They are personally known to me or who has produced Florida Drivers (type of identification) as identification.

My commission expires:



[Signature]
NOTARY PUBLIC

EXHIBIT “A”
(Scope of Services/Technical Specifications)

SCOPE OF SERVICES

NATURE OF SERVICES REQUIRED

I. INTRODUCTION

The City of Plantation (CITY) is issuing a Request for Sealed Proposals (RFSPs) from independent, qualified and experienced licensed firms and/or individuals who can provide a Micro Transit Program.

The CITY seeks to introduce an on-demand transportation service as a pilot program in the Midtown District and, if successful, to expand service into other areas of the CITY (as outlined in Exhibit A). Timing and areas of service expansion will be determined by the CITY.

The pilot program will include short distance, door-to-door electric transportation within the service area boundary to any other point within the service area boundary, and is available to the user upon demand. The intent is to provide first and last mile connectivity to other forms of mass transit, which would take cars off the road, minimize single occupancy vehicles within communities and help free up parking.

All vehicles will be electric and must meet the Federal Motor Vehicle Safety Standard (FMVSS) and supply state-of-the-art charging equipment. There must always be at least one vehicle available which is ADA compliant.

II. GENERAL INFORMATION AND BACKGROUND

The CITY is a municipal corporation of the State of Florida with an approximate population of 93,000. Located in the center of Broward County, the City offers unparalleled quality of life that brings residents and businesses to the community. Plantation has a Strong Mayor form of government. The Mayor is responsible for the execution of the City Council's established and adopted policies. The City Council consists of five (5) Councilmembers elected citywide.

The City of Plantation is a full-service municipality, providing services to its residential and business communities through its Administration, Building, Financial Services, Information Technology, Engineering, Fire/EMS, Library, Office of the City Clerk, Parks and Recreation, Human Resources, Planning Zoning & Economic Development, Police, Public Works, Procurement, and Utility departments. The City employs over 900 full time, part time and will call employees.

The intent of this RFSP is to establish a contract to implement point-to-point transportation services ("Program") that will provide CITY residents, visitors and business employees ("Riders") with convenient and efficient transportation options. All vehicles will be electric and must meet Federal Motor Vehicle Safety Standards and CONTRACTOR must supply state-of-the-art charging equipment. Program should be hospitality oriented and may include supplementary hours/operations during special events requiring additional vehicles, personnel and resources. The CONTRACTOR must provide its own mobile phone application in which the user will be able to locate his or her position in the queue and request a vehicle pickup. The CONTRACTOR should

SCOPE OF SERVICES

also provide a dedicated telephone number that can be utilized to request a vehicle pickup. An ADA compliant vehicle must be available at all times.

System should be operational within one hundred twenty days (120) from issuance of Notice to Proceed.

III. SOLICITATION'S INTENT AND GENERAL EXPECTATIONS

Through implementation of the Program, the CITY desire to meet, at the minimum, the following objectives:

- a. Operate a demand-response system throughout the boundaries of the service area indicated in the map attached as Exhibit A.
- b. Provide the flexibility to scale up and down the fleet of vehicles, modify hours of operation, allocate additional hours, and/or permanently modify the type of vehicle to a larger van, if needed, with sufficient notice to procure the vehicle based on monthly, weekly, daily, and hourly fluctuations in demand in order to achieve the maximum level of service.
- c. Provide a safe and pleasing passenger experience with capable, qualified, and courteous drivers that will serve as community ambassadors.
- d. Feature a mobile phone application with which the user will be able to locate his or her position and flag a proximate, available vehicle to make the pickup. The mobile phone application should be available from both the Apple Store and the Google Play Store (e.g. available for both iPhone and Android devices). Although a fee for service is not envisioned for the pilot phase, the app should have the ability to work with a secure credit card payment system. Similarly, the app should be able to accommodate discount or promo codes.

A dedicated telephone line for ordering a ride should also be available.

- e. Have the capability to provide data captured from the mobile phone app which includes but is not limited to, number of users, destinations, average wait times, and user peak times, cancellations and declined pickups/trips.
- f. Cut down the time residents, workers and visitors spend in their vehicles circling and idling in hopes of finding parking adjacent to their destination.
- g. Allow users to get to their destination within the service area without the need to drive, park or even own a personal vehicle.
- h. Reduce traffic and vehicle emissions in the Program area.
- i. Support local businesses.

The response from qualified firms must include:

- Full description of the Firm, including size, range of activities.
- Proposal responsive to the CITY's expectations.
- Description of the micro transit ride share management team and each member's experience.
- State, local and/or national government client references.

SCOPE OF SERVICES

- A work plan with the timeline to complete the deliverables outlined in section IV below.
- Years of operation as a provider of micro transit and on demand transportation services.
- Cost schedule (indicate hourly rates for each vehicle and operator, hours expected, and total project cost)
- Complete list of all subcontractors' names, resumes and references for experience in similar services of this nature. Contractor assumes all responsibility for ensuring compliance of subcontractors with contract provisions including indemnification and hold harmless, use of sub-contractors is subject to approval by the CITY.
- Complete list of specifications for each large and small vehicle which will be assigned to this project including make, model and seating capacity.

Firm or project team must meet the following requirements:

- Experience and current knowledge of all aspects of operating and managing a Micro Transit Program.
- Current knowledge of various compliance requirements and industry licensing for this service.
- Knowledge of potential upcoming legal or industry requirements impacting Micro Transit, Ride Share and or On Demand Transportation.
- Ability to provide detailed reports for this service.
- Contractor shall obtain, pay for, and post as needed, all permits and licenses necessary to complete this project. Contractor and subcontractors must maintain current licenses as required.

IV. SCOPE OF WORK AND DELIVERABLES

Service Parameters for Point-to-Point Transportation Services

The use of environmentally friendly (electric) vehicles that meet the FMVSS and supply state-of-the-art charging equipment is required. The vehicles used throughout the term of the contract must be consistent and identifiable with Program branding. The criteria below constitute the CITY's service parameters for the Program:

- a. The Program will serve the CITY's residents, guests and commuters by providing on-demand rides to work, shopping, restaurants, events, and for various appointments within the boundaries of the service area.
- b. All trips must begin and end within the identified service area (see map attached as Exhibit A). Any changes in the service area shall be in writing and mutually agreed upon.
- c. The pilot Program shall be free to users. Tipping is allowed but cannot be solicited by the driver. Tipping jars, or anything that implies tipping is required or encouraged, is strictly prohibited.
- d. Service must be provided in fully-electric vehicles that are on-call via a mobile phone application, phone number or ride-hailing.

SCOPE OF SERVICES

- e. The CONTRACTOR will identify locations for charging stations and the CITY will cooperate as necessary. Charging station equipment installation, and maintenance will be provided by the CONTRACTOR. It is the desire of the CITY that any charging stations located on CITY property shall be made available for use by CITY employees or others during hours when not in use by CONTRACTOR. "Exhibit C" reflects the suggested area for charging stations at the CITY.
- f. Overnight vehicle parking: CONTRACTOR will secure a space to store vehicles at night, when not in service or charging. If vehicles are stored/charged on CITY property, the CITY is not liable for theft or damage that may occur.
- g. All vehicles utilized will be FMVSS and all charging equipment shall be state-of-the-art. At least one ADA compliant vehicle must be available during hours of operation.
- h. After requesting a ride, patrons must be picked up promptly and safely delivered to their destination, with a reminder to use the app again for subsequent trips back to their point of origin or another destination.
- i. CONTRACTOR shall provide a mobile phone application for requesting rides compatible with both Android and iPhone.
- j. When requesting a ride, via mobile phone application or telephone, riders shall be provided with an estimated time of arrival based on driver availability.
- k. CONTRACTOR shall collect ridership data via app, manual counts when phone calls or rider-hailing. Additionally, CONTRACTOR will maintain accurate and complete records of the service and submit monthly, quarterly and yearly reports to the CITY. Reports to the CITY shall include, but are not limited to, hourly, daily, weekly, and monthly ridership data, wait times, locations from which riders are picked up and addresses of drop-off, complaints, mileage, driver's names and suspensions, type of vehicle, number of service hours per vehicle, type of rate, cancellations and/or declined trips and accidents.
- l. When drivers use the mobile phone application to respond to ride requests, the drivers' app must be able to organize ride requests in a queue format, allowing for multiple rides to be assigned to one driver.
- m. CONTRACTOR must include at least one ADA vehicle as part of the fleet.
- n. CONTRACTOR shall provide professional, experienced, well-groomed hospitality-oriented personnel and resources to communicate engagingly with riders while answering their questions. Drivers will serve as ambassadors for the CITY. Qualified drivers must be screened, hired and trained by CONTRACTOR, with satisfactory background checks. Hiring local drivers that are bilingual is preferred.
- o. Drivers will undergo any training deemed necessary by the CITY. CONTRACTOR shall provide the CITY with background checks on all drivers. Background check shall include driving records, criminal checks and employment references, conduct initial drug testing, and provide a training program for newly hired drivers. CONTRACTOR shall not hire any person who has been convicted or pled guilty to driving under the influence of drugs or alcohol as a misdemeanor in any state. CONTRACTOR will not hire a driver with more than three (3) infractions relating to driving a motorized vehicle within the previous 24 months. CONTRACTOR shall review each driver's driving and

SCOPE OF SERVICES

- criminal records at least annually. CITY shall have the right to reject or approve all drivers in its sole and absolute discretion. All drivers must have a valid Florida Driver's licenses(s) and adhere to all CITY, county, and state traffic and driving laws.
- p. Drivers must wear a name tag. CONTRACTOR's company uniform is preferred. CONTRACTOR shall prohibit drivers from texting or using smartphones, or other mobile devices, eating, drinking, wearing headphones, and engaging in any activity that may cause the driver to become distracted while driving the vehicle. CITY and CONTRACTOR acknowledge and agree that drivers will be permitted to wear Bluetooth enabled device or similar technology to provide for delivery of services and that drivers may use smart phones mounted to the dashboard or windshield of the vehicles only in accordance with laws governing such devices.
 - q. CONTRACTOR must require all persons using the Program to comply with applicable local, state and federal laws and regulations relating to the use of seatbelts and alcohol consumption in vehicles. CONTRACTOR and its drivers are permitted to refuse service when, in the driver's opinion, a passenger poses a threat to himself or herself, other passengers, the driver, the vehicle or other vehicles or persons.
 - r. CONTRACTOR may suspend operation of the vehicles without penalty in the case of extreme weather, unsafe operating conditions, or the issuance of a tropical storm or hurricane watch or warning, subject to provided written notification to the CITY.
 - s. CONTRACTOR will communicate any problems or requests to the CITY through the Program manager or designee.
 - t. Vehicle maintenance and charging must be performed by CONTRACTOR.
CONTRACTOR shall be responsible for the cleanliness of interior and exterior of the vehicle. Vehicles must be maintained in good working order, and be free from graffiti, vandalism, defacement and other damage. Functioning heating and air conditioning systems are mandatory. Open-air vehicles may also be requested on an as needed basis. Use of open-air vehicles is subject to CITY approval.
 - u. CITY reserve the right to require the immediate dismissal of any personnel who fail to meet the standard outline above. Relief personnel shall be readily available throughout the term of the contract.
 - v. Proposed Initial Operating Schedule:

Days	Mon-Thurs	Friday	Saturday	Sunday
Hours of Operation	11AM-10PM	11AM-12Midnight	10AM – 12 Midnight	10AM-10PM

*CONTRACTOR should indicate in their proposal the number of vehicles proposed for each of the proposed zones, as well as the proposed hours of operation. Minimum number of vehicles as well as vehicles to be deployed during peak hours.

V. ADDITIONAL REQUIREMENTS

- a. Contractor shall provide copies of all permits and licenses necessary to complete this project, with their proposal.

SCOPE OF SERVICES

- b. Contractor and subcontractors must have current licenses required by the State of Florida and the City of Plantation (if applicable).
- c. The Vendor shall provide a mobile phone application platform (must be available for download on both Android and Apple devices) that may include, but is not limited to the following features:
 - Allows customers to request, modify or cancel a ride.
 - Allows customers to rate and review rides.
 - Provides live tracking for customers to confirm driver's location.
- d. Each vehicle shall be equipped with a seat belt cutter, first aid kit, spill kit, and fire extinguisher.
- e. Vendor must ensure all vehicles used are maintained in a first-class state of repair and safe operating condition at all times. All vehicle surfaces, interior and exterior, shall be kept in a clean, safe, and unobstructed fashion.

VI. LOCATION

The Program will commence operations, as a pilot, in the Midtown District which is located north of I-595, south of Cleary Boulevard, west of University Drive and east of Pine Island Road (see map attached as Exhibit A). The on-demand service is expected to take riders to and from locations within the Midtown District.

It is anticipated that service areas may be expanded over time (see map attached as Exhibit A). Expansion areas and timing of such expansion shall be determined by the CITY. Additionally, hours and days of operation, and number of vehicles are subject to change depending on the needs and conditions determined by the CITY.

VII. CUSTOMER SERVICE

Customer service is of critical importance. The CONTRACTOR will be responsible for addressing all complaints in a timely and courteous manner. CITY staff shall be provided with reports as necessary. Drivers will be educated on CITY programming, area amenities, and serve as community ambassadors.

VIII. OPTIONAL SERVICES

Especially during the Midtown pilot phase, the CITY would like to explore an option wherein rides could be initiated or ended in the Midtown District but could begin or terminate in another region of the CITY (e.g. the ride must be wholly contained within the CITY but could begin or end outside of the Midtown District). A small charge for service may be implemented for this type of service.

As the Program is expanded the CITY would want to allow the rider to connect from one service area to another.

The CITY would like to offer a "ride share" option. The number of riders shall be limited such that each rider has a separate seatbelt and the total number of passengers, including the driver, does not exceed the vehicle's legal capacity.

SCOPE OF SERVICES

As an option, the CITY would like to be able to explore a “senior micro transit program”. It is anticipated that this project would be open for use by residents age 65 or older and would provide them no cost or low-cost transportation to and from identified locations. The CONTRACTOR would work with the CITY to establish a system for seniors to register for the service. The CONTRACTOR would also work with the CITY to determine a list of medical, grocery and/or community facilities to which service would be offered (to and from).

IX. ADVERTISING

The CITY may elect to include the CITY logo and other branding information in a car wrap. CITY must approve the design of the wrap and may modify the design up to (2) two times per year at no cost to the CITY. CONTRACTOR will offer free advertising to local businesses via the mobile phone app and will, in conjunction with the CITY, develop and implement a branding strategy. The branding strategy as well as any changes to the strategy are subject to written approval by the CITY prior to implementation. Initially, the CITY will not permit paid advertising. Subject to the CITY’s prior written consent, paid advertising within and/or outside of vehicles may be permitted to off-set operational costs, providing that such advertising is in accordance with all CITY ordinances, policies and procedures.

CONTRACTOR shall also develop and implement a marketing program to promote awareness of the Program. The CITY shall have the right to review marketing materials prior to use and to request changes or withdrawal of any marketing materials.

CONTRACTOR will include screens in all vehicles with the ability to play audio/video content provided by the CITY.

X. CONTRACTOR RESPONSIBILITY

CONTRACTOR shall be responsible for ensuring that all of its employees are complying, at all times, with the Terms, conditions and Specifications outlined herein. CONTRACTOR shall be responsible for obtaining all necessary permits for charging stations and for compliance with applicable Federal, State and local statutes pertaining to the services to be provided. CONTRACTOR will be responsible for all costs associated with purchasing, operating and maintaining its own fleet of vehicles, including but not limited to purchasing, charging, maintaining, registering, storing of vehicles, and insurance and branding.

XI. INSURANCE

- a. The CONTRACTOR shall not commence any performance pursuant to the terms of the Agreement until certification or proof of insurance has been received and approved by the CITY’s Risk Manager or their designee.
- b. The required insurance coverage is to be issued by an insurance company authorized licensed, and registered to do business in the State of Florida, with the minimum rating of B+ or better, in accordance with the latest edition of

SCOPE OF SERVICES

A.M. Best's Insurance Guide. This insurance shall be documented in certificates of insurance which provide that the CITY shall be notified at least thirty (30) days in advance of cancellation, non-renewal, or adverse change, or other such notice as is required by the policy. The receipt of certificates or other documentation of insurance or policies or copies of policies by the CITY or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements.

- c. Prior to commencing any work pursuant to this Agreement, the CONTRACTOR must submit a current Certificate of Insurance, naming the CITY OF PLANTATION, as an additional insured and listed as such on the insurance certificate. New certificates of insurance are to be provided to the CITY prior to or upon expiration. The CONTRACTOR shall provide insurance coverage as prescribed in Exhibit "B" which is attached and incorporated into this agreement.
- d. Garage Keeper's Liability is not a required insurance coverage under this agreement. The CONTRACTOR waives all claims for loss, theft or damage to CONTRACTOR's vehicles that may be stored or parked on a CITY-owned property.

XII. INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and contractors from any and all liability, losses, or damages including attorney's fees and costs of defense, which the CITY or its officers, employees, agents, or contractors may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or natures arising out of, relating to, or resulting from any unlawful, willful, negligent, or reckless acts or omissions by CONTRACTOR or its employees, agents, servants, partners, principals, or subcontractors in the performance of the services to be provided pursuant to this Agreement.

CONTRACTOR shall pay all claims and losses, and shall investigate and defend all claims, suits, or actions of any kind or nature arising out of, relating to, or resulting from any unlawful, willful, negligent, or reckless acts or omissions by CONTRACTOR or its employees, agents, servants, partners, principals, or subcontractors in the performance of services to be provided pursuant to this Agreement in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred.

CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of the CONTRACTOR under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive CITY's rights and immunities under the common law of Florida Statute 768.28 as amended from time to time. The

SCOPE OF SERVICES

CONTRACTOR expressly understands and agrees that any insurance shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the CITY, or its officers, employees, agents, and CONTRACTORS. This paragraph shall survive the expiration or termination of this agreement.

XIII. LICENSURE AND CERTIFICATION

The contractor shall hold all licenses and certifications, obtain and pay for all permits and inspections, and comply with all laws, ordinances, regulations, and building code requirements applicable to the required services. Damages, penalties or fines imposed on the CITY or CONTRACTOR, for failure to obtain and maintain required licenses, certifications, permits or inspections shall be borne by the CONTRACTOR. The CONTRACTOR shall comply with all laws and regulations applicable to provide the services. The CONTRACTOR shall be familiar with all federal, state, and local laws that may affect the goods and services being provided.

XIV. SUBCONTRACT

The CONTRACTOR shall not subcontract any portion of the work without the prior written consent of the CITY. Subcontracting without the prior consent of the CITY shall constitute a material breach of the agreement and may result in termination of the agreement. A list of all sub-contractors must be provided with the proposal.

XV. ASSIGNMENT

The CONTRACTOR shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title, or interest, or its power to execute such contract to any person, company or corporation without the prior written consent of the CITY, which shall not be unreasonably withheld. Assignment without the prior written consent of the city may result in termination of the Agreement.

XVI. SERVICE LEVELS

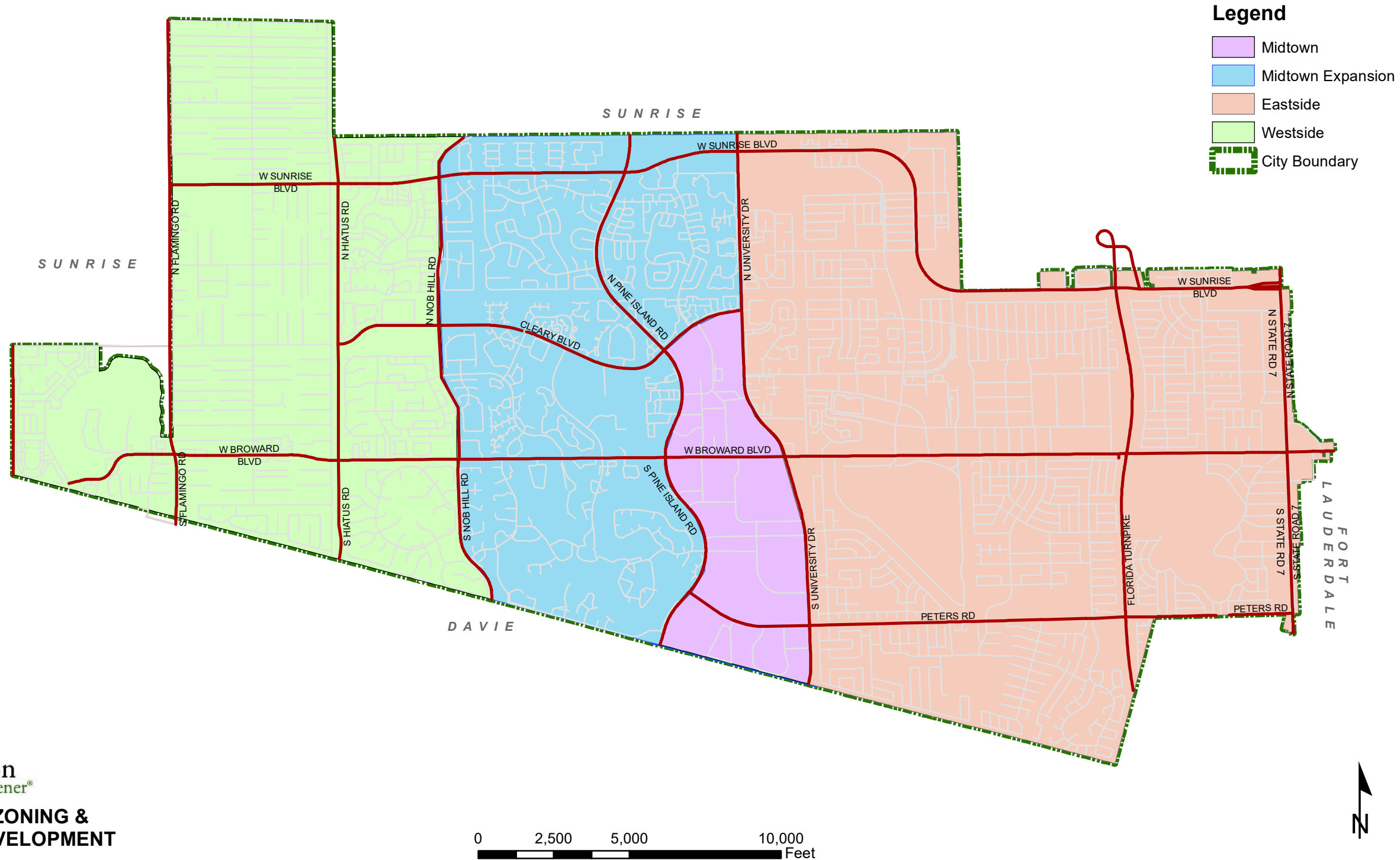
Vendor will propose and commit to service levels for all or the majority of the following:

Service Levels Data

- a. Average wait time
- b. Average trip rating
- c. Average time to resolve complaints.
- d. Average response time to calls and emails.
- e. Maximum percentage of missed, declined trips and cancelled trips.
- f. Percentage of trips in low-emissions vehicles
- g. Percentage of trips served in hybrid/electric vehicles.
- h. Other

END OF SECTION

MICRO-TRANSIT ZONES MAP CITY OF PLANTATION



Potential Location of Charging Facility

Parking area behind City Hall – southeast side of building



Aerial view of City Hall





Section 2

APPROACH TO THE SCOPE OF SERVICE

SECTION 2 - Approach to The Scope of Service

Introduction

The City of Plantation's micro-transit initiative aims to provide on-demand transportation that reduces traffic congestion, decreases single-occupancy vehicle usage, and enhances connectivity to mass transit options. This program reflects the city's broader goals of creating a more sustainable, efficient urban environment. At Freebee, we understand the importance of integrating seamlessly into the City of Plantation's community, and we've designed our micro-transit service with this in mind. Our approach closely aligns with the goals outlined in the Plantation Multi-Modal Transportation Plan (MMTP), which addresses the City's current and future transportation needs by improving safety, increasing connectivity, and enhancing accessibility for all residents, business owners, and visitors. In addition to the MMTP, our proposal is designed to meet the major goals outlined within the RFP, ensuring that our service supports the City's long-term vision for sustainable growth, reducing traffic congestion, and creating a more pedestrian-friendly environment. Below, we've outlined the key objectives as identified in the RFP, which align directly with the overarching goals of the MMTP:

Goal/Objective 1. Enhancing Transportation Infrastructure

Freebee's on-demand micro-transit system is tailored to augment the City's existing transportation infrastructure. By focusing on major corridors such as Nob Hill Road, Cleary Boulevard, and University Drive, our service helps alleviate vehicular congestion and decrease reliance on privately-owned vehicles. This supports the broader objectives of the MMTP, improving connectivity and safety for the City's residents and visitors while enhancing the accessibility of key destinations throughout Plantation. By targeting these crucial transportation arteries, Freebee's solution will also contribute to the City's sustainability and long-term infrastructure planning goals.

SECTION 2 - Approach to The Scope of Service

Goal/Objective 2. Supporting Urban Transformation in Midtown

Plantation's Midtown district is undergoing a significant transformation into a vibrant, mixed-use town center, and Freebee is proud to support this evolution. Our services align with the MMTP's Midtown Connectivity methodologies, which emphasize pedestrian-friendly environments and multimodal connectivity. By providing convenient, reliable transit options within the district, Freebee supports the city's vision of a well-connected, walkable urban core that is accessible and appealing to residents, visitors, and employees alike. Our service facilitates easy access to local businesses, parks, and public spaces, contributing to a vibrant and thriving Midtown.

Goal/Objective 3. Expanding Access and Encouraging Sustainable Practices

The City of Plantation prioritizes adaptable, scalable transportation solutions, and Freebee's micro-transit service is uniquely positioned to meet this need. Our flexible model allows for easy adjustments to fleet size, hours of operation, and vehicle types to accommodate varying demand levels and special groups, such as seniors. This scalability ensures that the service can extend beyond the Midtown area, aligning with Plantation's long-term strategic vision for a city-wide transportation system.

Freebee's service enhances accessibility for those both within and beyond Midtown, providing seamless, reliable transit without the need for personal vehicles. Our fleet of fully electric, ADA-compliant vehicles supports the City's sustainability goals, reducing emissions while ensuring inclusivity.

Additionally, Freebee's operations will contribute to the City's traffic-calming initiatives by helping to reduce vehicle speeds and volumes, enhancing the safety and comfort of pedestrians and cyclists. Our commitment to improving connectivity within Midtown will address critical barriers such as Broward Blvd and Peters Rd, ensuring that all residents and visitors can move safely and efficiently throughout the community.

SECTION 2 - Approach to The Scope of Service

Goal/Objective 4. Community Engagement and Strategic Partnerships

Freebee's commitment to community engagement is central to our operational philosophy, ensuring that our services are continually adapted to meet the nuanced needs of Plantation's residents and visitors. Our Community Ambassadors will engage proactively with stakeholders to promote service adoption and gather community feedback, ensuring that our operations remain responsive to the evolving dynamics of the community. Additionally, Freebee seeks to cultivate strategic partnerships and secure funding opportunities to support the program's longevity.

Goal/Objective 5. Commitment to "Aging-In-Place" and Senior Mobility Solutions

One of our core commitments is to provide mobility solutions that support Plantation's aging population. Freebee's service empowers senior residents to live independently, maintain their connection to the local economy, and remain active participants in their communities. In Miami Beach, Freebee played a pivotal role in securing CARES Act funding to provide specialized transportation services for seniors during the COVID-19 pandemic. This experience has led us to additional senior mobility contracts with the City of Doral and Village of Wellington demonstrating our capacity to meet the unique needs of different municipalities. By offering an adaptable service model that aligns with local needs, Freebee contributes to the social sustainability and inclusivity of Plantation's senior population.

By seamlessly integrating into Plantation's community and aligning our services with the City's master plan, Freebee is uniquely positioned to support the City of Plantation's vision for a sustainable, connected, and pedestrian-friendly urban environment. Our tailored micro-transit solution not only addresses immediate transportation needs but also enhances long-term livability, accessibility, and socio-economic vitality within the city. Through our focus on expanding access, supporting urban transformation, and promoting sustainable practices, Freebee will help Plantation achieve its goals for a more resilient, inclusive, and connected community.

SECTION 2 - Approach to The Scope of Service

How the Service Works

Scope of Work Summary

Freebee's phased approach to implementing and expanding its microtransit service in Plantation is designed to align with the City's long-term transportation objectives, as outlined in the Plantation Multi-Modal Transportation Plan (MMTP).

From the outset, Freebee will focus on delivering reliable, on-demand transportation that connects residents, visitors, and business owners to key destinations within the Midtown District. Our flexible and scalable service model ensures that as the program progresses, it can be expanded to meet increased demand and extend to underserved areas of the City. With a commitment to sustainability, inclusivity, and enhanced connectivity, Freebee's microtransit solution will not only meet the immediate transportation needs of Plantation but also serve as a foundation for a scalable, city-wide transit system that supports the City's long-term strategic goals.

Below is our phased approach with regards to the implementation and how we envision growth, ensuring that each stage builds upon the success of the previous, with the flexibility to adapt and scale as community needs evolve and demand for services increases.

Stage 1: Pilot Program in Midtown.

In the initial phase, Freebee will operate exclusively within the Midtown District, with a focus on establishing a reliable, accessible, and community-centered micro transit service. Passengers will have three convenient ways to request a ride: on-demand through the Ride Freebee app, by calling our dispatch center, or by flagging down a vehicle (if the City opts to include this feature). Rides must both start and end within the Midtown District to be eligible to use the service. Our highly trained drivers, who also serve as community ambassadors, will go beyond just providing transportation—they will foster meaningful connections with both residents and visitors, ensuring every ride is a positive experience.

SECTION 2 - Approach to The Scope of Service

We recommend starting with a fleet of 4 vehicles, each operating 70 hours per week, based on extensive simulator modeling to optimize service efficiency. However, given the City's budget of \$400,000, the fleet will initially consist of 3 vehicles, including three Tesla SUVs and an additional ADA-accessible vehicle to accommodate individuals requiring wheelchair access. This ensures that we can maintain 3 vehicles on the road during peak hours and between 1-2 vehicles during non-peak times.

Freebee's commitment to the City of Plantation goes beyond operations. We will deliver a full-service marketing plan and provide regular customer service reports to ensure clear communication and track the success of the program. Additionally, we will offer a live data dashboard, providing full transparency into performance metrics and enabling real-time adjustments to meet the City's needs.

A key differentiator of our service is its role in promoting local economic development. Through the Ride Freebee mobile app, we will offer an exclusive platform to support and promote local businesses—a feature no other provider offers. Our team of micro transit industry and operational experts, all fully dedicated to the City of Plantation, will work tirelessly each day to ensure the highest standards of service and performance, making the City proud of this innovative transit solution.

The hours of operation during this stage will be:

- Monday-Thursday: 11 AM – 10 PM
- Friday: 11 AM – 12 Midnight
- Saturday: 10 AM – 12 Midnight

Freebee is also committed to deep community engagement, ensuring that our service becomes an integral part of Plantation life. Our outreach efforts will foster lasting relationships with residents and stakeholders, ensuring our service evolves with the needs of the community.

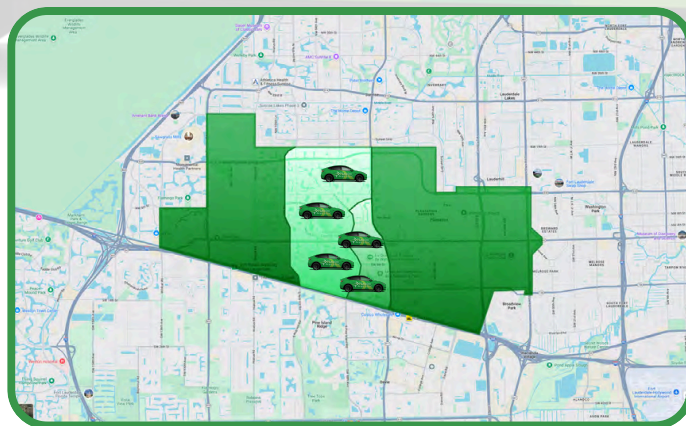
We will provide a more in-depth exploration of our operating plan and technology platform in the subsequent sections of Section 2.

SECTION 2 - How the Service Works



Stage 2: Midtown Expansion. Building on the success of Stage 1, Stage 2 will expand the service to cover the broader Midtown Expansion area. During this phase, the service will be designed so that riders must either be picked up or dropped off within the original Midtown zone, at a mass transit stop, or at an inter-city connection point to be eligible to use the service. This approach will enhance connectivity and promote strategic economic development while keeping the service area manageable.

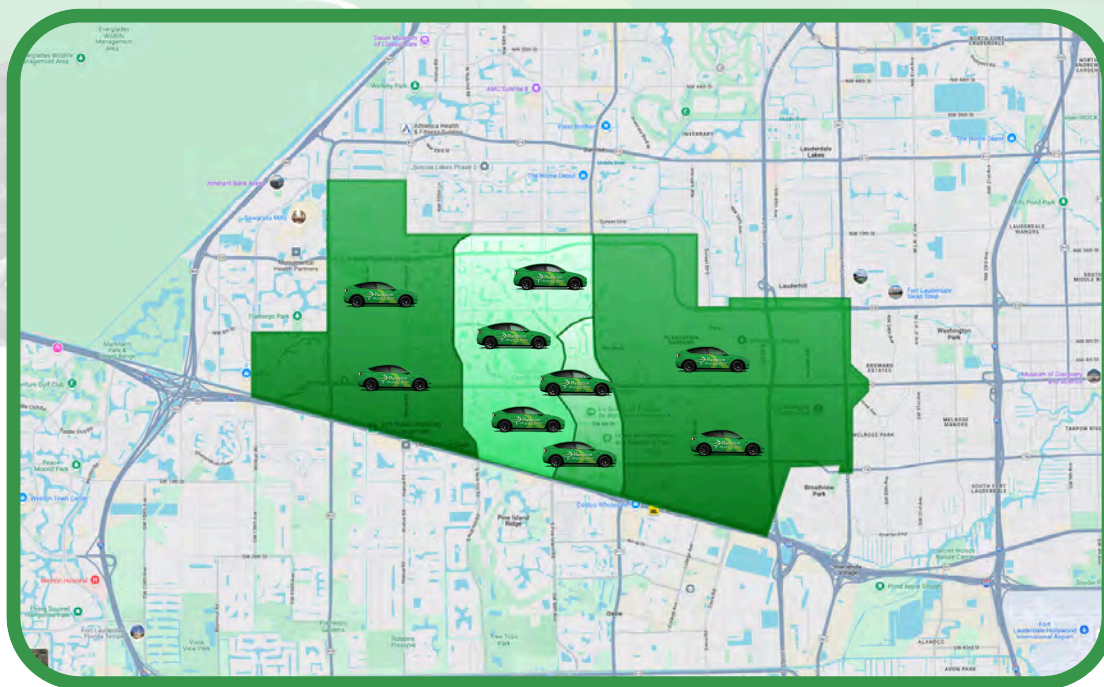
Based on the data collected during Stage 1, we will likely recommend adding 1-2 additional vehicles to the fleet to accommodate the expanded area. Additionally, we will offer the City the option to introduce a rider fee to further support the service's growth and sustainability.



SECTION 2 - How the Service Works

Stage 3: Enhanced Connectivity In this phase, we will expand the service to include two additional zones: the "Eastside" and "Westside," giving riders access to key commercial areas, parks, service connections, and points of interest in these regions. To align with the City's request, rides will have the flexibility to either begin or end outside of the Midtown District but remain fully within either the "Eastside" or "Westside" service zones. This approach will allow trips to originate or terminate in these new zones while ensuring seamless connectivity across the city. A small charge may be introduced for trips that extend beyond Midtown, providing the City with a flexible, sustainable service model.

To maintain operational efficiency, the system can be configured to ensure that rides to and from these new zones are only available if the trip either starts or ends in the Midtown zone. This strategic expansion broadens the service's reach while keeping operations streamlined. As these zones grow, additional fleet capacity will be required, and Freebee will collaborate closely with the City to recommend the optimal number of vehicles to meet service demands and continue delivering high-quality transportation.



SECTION 2 - How the Service Works

Dynamic Vehicle and Hours of Operation Scheduling

The phased approach outlined above has been carefully developed using city characteristics, combined with our extensive experience operating similar services in neighboring communities. Our service is designed to provide maximum flexibility, allowing for the scaling of the vehicle fleet and modification of operating hours with sufficient notice. This means we can adapt to fluctuations on a monthly, weekly, daily, or even hourly basis, ensuring the highest level of service is consistently delivered.

Our operational model leverages real-time demand analytics, enabling dynamic adjustments to fleet size and vehicle types to meet ridership demands efficiently. This flexibility ensures that service levels are optimized at all times, even during periods of fluctuating demand.

In keeping with our commitment to providing a hospitality-driven program, we will also offer additional hours and expanded operations during special events. This includes deploying extra vehicles, personnel, and resources as necessary to ensure seamless service when it's needed most.

Parking + Charging Stations

Freebee is dedicated to working closely with city staff to optimize and maintain designated charging station locations for the efficient charging and staging of vehicles. This partnership will ensure that the cutting-edge charging infrastructure not only meets the operational requirements of our service but also enhances accessibility for users. Charging stations located on city property would serve as an ideal hub for Freebee's vehicles, with the added benefit of being available for use by city employees or others during off-hours when not in use by Freebee. Should the primary location prove unavailable, Freebee will proactively identify alternative charging and staging sites within the city, including options outside of municipal property, which we have done in many other service areas.

SECTION 2 - Approach to The Scope of Service

How To Request a Ride

At Freebee, we prioritize ease and convenience, offering multiple ways for residents and visitors to access our micro transit service. Whether through the Ride Freebee mobile app, by phone, or simply flagging down a vehicle, we make it simple for everyone to request a ride and ensure that the service is as user-friendly as possible.

The custom-built application, powered by Freebee, will be developed in close collaboration with the City of Plantation. This partnership ensures that the app is designed with the unique needs of the city's residents and visitors in mind, providing a seamless, customer-focused platform for booking on-demand rides. The app's final branding will be developed in coordination with the City and its marketing team, ensuring it aligns with the City's overall vision and mission.

The registration process is intuitive and straightforward, guiding users through profile setup so they can begin booking rides immediately. Once registered, users can easily manage their travel plans through the platform.

There are three convenient ways to request a ride:

01



On-Demand via the Ride Freebee mobile app

02



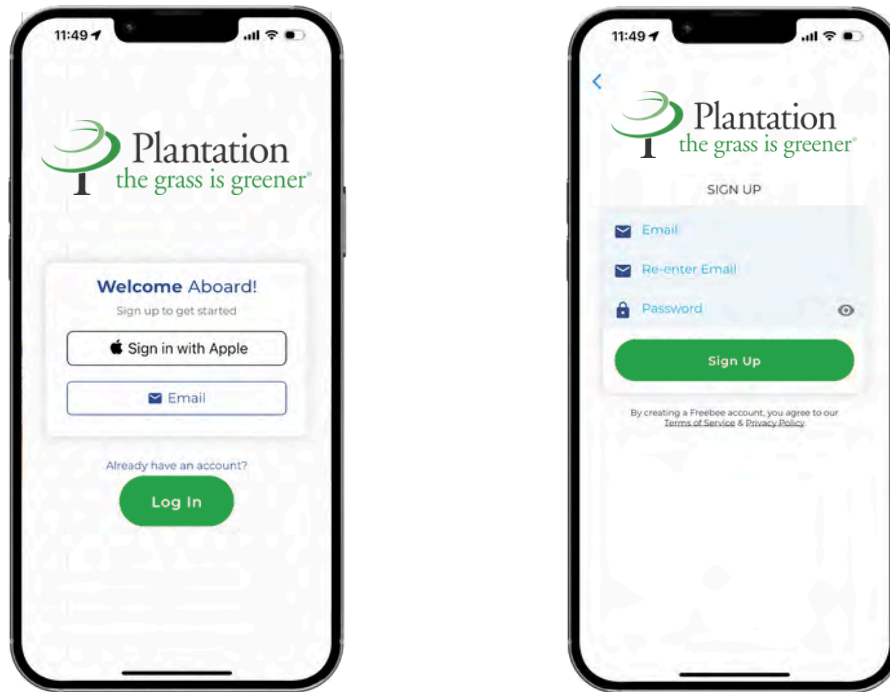
By calling Freebee's dispatch center

03



By waving down a passing vehicle (if the City opts for this feature)

SECTION 2 - Approach to The Scope of Service



Technology Overview

The Freebee service leverages cutting-edge technology to provide an exceptional on-demand micro transit service that redefines urban mobility. At its core, the app features a user-friendly interface that facilitates easy booking, real-time vehicle tracking, and seamless communication between riders and drivers. Advanced GPS technology ensures precise routing, while integrated traffic data allows for optimized travel times, enhancing overall efficiency. The app's robust backend supports a comprehensive data collection framework, enabling continuous service improvement through detailed analytics on user behavior, trip patterns, and operational efficiency. Additionally, safety and security are paramount, with features such as in-app emergency contacts and secure data protocols to protect user information. This holistic approach to technology empowers Freebee to deliver a reliable, convenient, and sustainable transit solution, making it a favorite among communities looking to enhance their public transportation systems.

SECTION 2 - Approach to The Scope of Service

Custom Branded Mobile App – Plantation Experience

Freebee is excited to introduce a custom-branded, white-labeled mobile application for the City of Plantation, powered by Freebee. This dedicated app will embody the local spirit and unique needs of the community, offering a seamless and user-friendly interface that simplifies the public transit experience. By integrating state-of-the-art technology and real-time data, Plantation's mobile app will provide dynamic and comprehensive microtransit services, ensuring high accessibility and efficiency for all users. The app will feature easy navigation, real-time tracking, and personalized service options, making public transportation more attractive and accessible to everyone in the community, from daily commuters to tourists exploring the vibrant locales of Plantation.

This app is tailored to meet the unique transportation needs of Plantation, incorporating real-time GPS tracking, seamless route optimization, and intuitive user interfaces to deliver a superior transit experience. Advanced algorithms facilitate efficient ride-pairing and dynamic routing to maintain high on-time performance standards, while integrated communication tools ensure constant connectivity between drivers, passengers, and dispatch. The app also emphasizes safety and security with features like in-app emergency contacts and rigorous data protection measures. By blending robust technology with a localized approach, Freebee's technology not only enhances daily commutes but also enriches the community's access to sustainable and reliable transportation options.

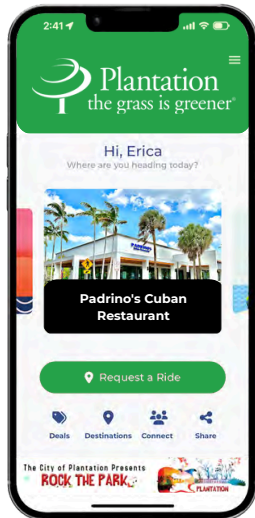
SECTION 2 - Approach to The Scope of Service

The app will be searchable in both the Google Play and Apple Store under “Freebee”, ensuring easy discoverability for potential users. Additionally, when opened within municipal boundaries, the app will transform into a fully branded Plantation experience, providing a cohesive and tailored interface for local riders. Leveraging our current user-base of over 800,000 profiles in South Florida, as well as the unique marketing elements inherent to Freebee’s platform, this integration will serve as a powerful tool for driving ridership from inception. By capitalizing on the widespread popularity and familiarity of the Freebee brand, we can effectively promote Plantation’s new micro transit service to a broad audience, encouraging adoption and usage among residents and visitors alike. Our in-house development team allows us to stay flexible, continuously improving and adapting features to meet the unique goals and objectives of the City of Plantation.



SECTION 2 - Approach to The Scope of Service

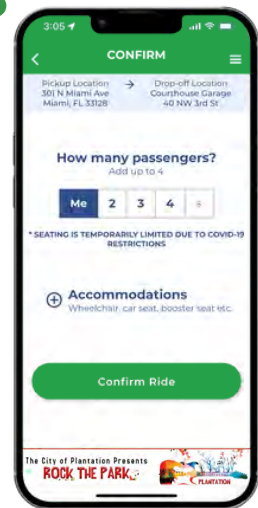
01



02



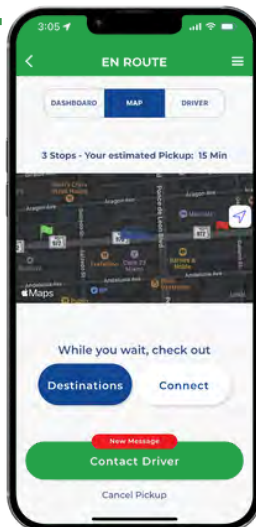
03



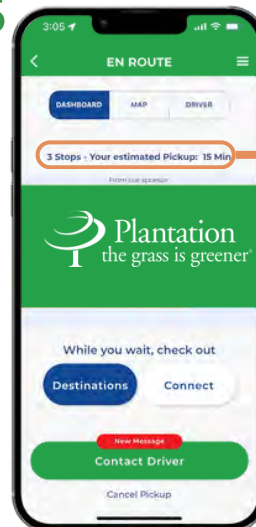
SELECT DESTINATION

Search your destination by category or manually enter the address you'd like to visit.

04



05



ETA
Display

SEND TO DRIVER

Choose the amount of passengers riding with you and click "Send to Driver". Your ride will automatically be paired with a driver and ETA will be displayed.

SECTION 2 - Approach to The Scope of Service

Accessibility and Special Needs

Accommodating Special Requirements

The app allows for the inclusion of mobility devices or service animals in the trip request. In fact, all service pets are welcome to ride along as long as they do not induce unsafe conditions or impose a threat to the safe operation of the service. The app also enables users to specify the need for wheelchair-accessible vehicles and many additional accommodations, ensuring the driver is prepared with the appropriate equipment.

Accessibility Standards Compliance

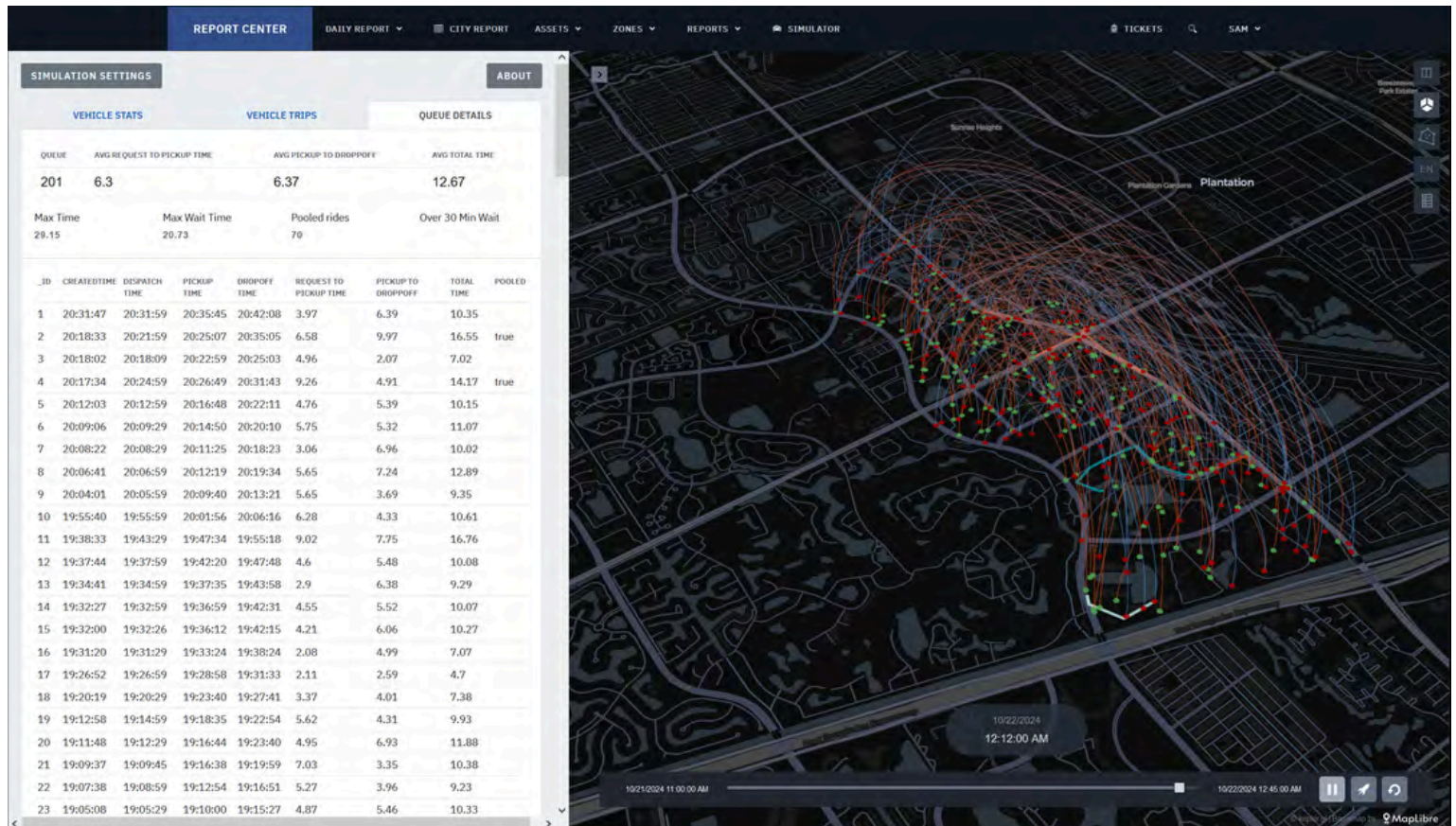
The Smartphone app adheres to and is always working to comply with WCAG-level AA accessibility standards. Our in-house technology team is always following up on app development guidelines from Apple and Google. This commitment ensures that the app is accessible to all users, including those who rely on screen readers and other assistive technologies.

Service Planning Simulator

Freebee's Service Planning Simulator is a powerful tool designed to optimize the planning and expansion of microtransit services. By utilizing real-time data and sophisticated modeling, the simulator enables cities and transit planners to visualize various service scenarios, forecast demand, and assess the impact of route expansions or adjustments in operational hours. This allows for strategic decision-making by simulating the effect of different fleet sizes, service areas, and rider demand patterns, ensuring that any expansion is both efficient and responsive to community needs.

The importance of this tool cannot be overstated when looking to expand service. It provides valuable insights into how changes in service can affect ridership, operational costs, and overall performance, allowing for data-driven adjustments before implementation. This ensures that Freebee's microtransit solution can scale smoothly while maintaining high service levels, cost-efficiency, and customer satisfaction, making it a vital resource for long-term growth planning.

SECTION 2 - Approach to The Scope of Service



SECTION 2 - Approach to The Scope of Service

Data & Reporting

Freebee understands that effective communication and transparency are vital for building a strong partnership with the City of Plantation. To facilitate this, we provide our partners with a custom data dashboard, granting access to all program metrics. Plantation staff will be able to customize reports based on their specific needs, accessible anywhere, at any time. The dashboard visualizes user-friendly reports, including easy-to-analyze graphs, heat maps, and downloadable Excel charts. Our operations and management team is always available during regular business hours to assist Plantation staff with any questions or concerns regarding the portal and their data. Additionally, automated reports will be created and available relative to any time intervals that Plantation staff may request.

Security and privacy are priorities for Freebee. Our systems ensure that personally identifiable information is not shared. Our robust Safety Systems Program Plan standardizes our entire operation, safeguarding the identities of all users. This commitment extends to both internal management and tracking, as well as external partnerships. No one within or outside the company can link a user's profile with the data collected and shared.

In collaboration with the City of Plantation, Freebee will craft a custom dashboard for real-time performance metrics display. Daily, weekly, and/or monthly reports will go beyond standard requirements, offering insights into:

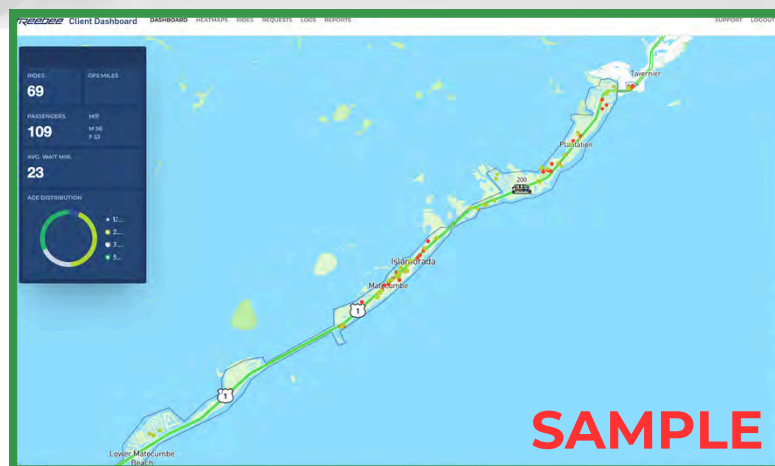
- Completed ridership
- Demographic information
- Origin & Destination information as a heat map
- Trip durations
- Trip request method
- Vehicle occupancy

SECTION 2 - Approach to The Scope of Service

- Vehicle Miles Traveled
- Total hours of operation
- Peak and low ridership hours (including dead volume)
- Level of Service and Headway for ridership
- Average Wait Time
- Average Pickup Time
- Estimated Scope 1 greenhouse gas prevention per passenger and in aggregate
- Average Operator Rating
- Number of Unique Riders
- Cost per ride
- WAV Ridership Data
- Customer complaints, incidents, requests, and accommodations

Dashboard:

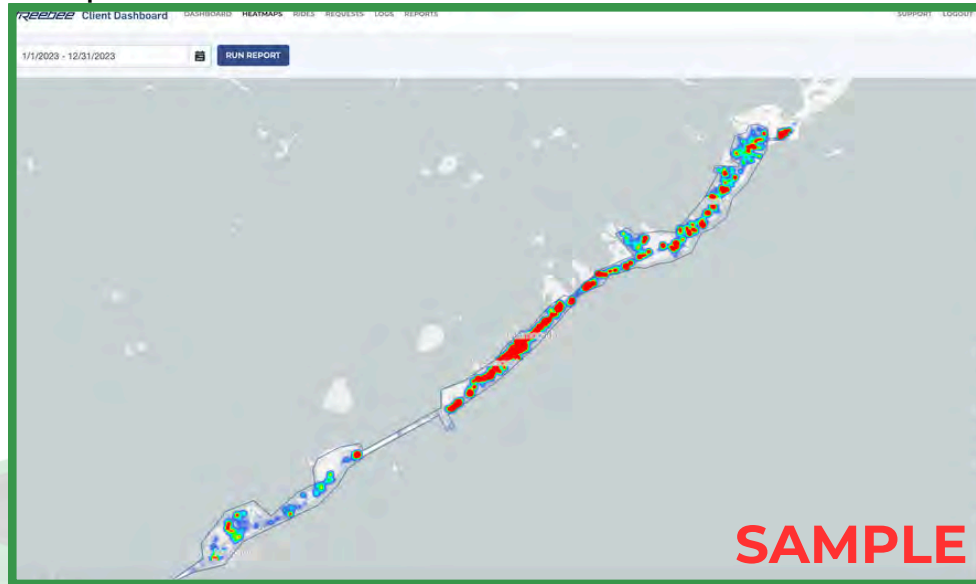
The central hub, serving as the homepage, provides real-time tracking of all vehicles. It offers a comprehensive overview of key daily statistics, including ridership, wait times, male/female count, and age distribution, providing a dynamic and insightful snapshot of the system's daily performance.



SECTION 2 - Approach to The Scope of Service

Heatmaps:

Within this tab, an intricate display unfolds, revealing all pickup and drop-off hotspots within a customizable date range. This feature provides a visually intuitive representation, offering valuable insights into user behavior and service utilization patterns.



Rides:

Within the rides tab, a comprehensive history of every completed ride request is meticulously detailed for any chosen date range. This granular data, rich in information for each ride, can be seamlessly exported to Excel, facilitating streamlined reporting and analysis.

The screenshot displays the 'Rides' tab in the Freebee Client Dashboard. The table shows a list of ride requests with columns for Ride ID, Vehicle, Created, Pickup, Dropoff, Request to Pick..., Drop..., Pass..., Start, End, Pickup to Drop..., A., M., F., D., and Type. The word 'SAMPLE' is written in large red letters at the bottom right of the table area.

Ride ID	Vehicle	Created	Pickup	Dropoff	Request to Pick...	Drop...	Pass...	Start	End	Pickup to Drop...	A.	M.	F.	D.	Type
336907	131 - Villa...	01/15/202...	96075 Ol...	83268 Ov...	31	01/15/202...	2	-80.53441...	-80.61777...	1.5747045	19	1	1	5	app
336933	208 - Villa...	01/15/202...	143 Electr...	69801 Ol...	30	01/15/202...	1	-80.55470...	-80.53798...	0.9411402	25	1	0		app
337007	200 - Villa...	01/15/202...	83268 Ov...	Upper Ma...	2	01/15/202...	1	-80.61772...	-80.63496...	0.5550869	46	0	1	5	app
338339	200 - Villa...	01/15/202...	Old Hwy	83268 Ov...	21	01/15/202...	2	-80.63384...	-80.61757...	1.1626663	28	1	1	5	app
337317	131 - Villa...	01/15/202...	17 Flamm...	81801 Ov...	10	01/15/202...	2	-80.61758...	-80.63388...	0	28	1	1		app
336382	208 - Villa...	01/15/202...	81884 Ov...	87000 Ov...	38	01/15/202...	1	-80.61064...	-80.58886...	0	74	1	0	5	app
338370	208 - Villa...	01/15/202...	81888 Ov...	81410 Ov...	60	01/15/202...	1	-80.63334...	-80.52299...	0.98803897	28	0	1	5	app
335431	200 - Villa...	01/15/202...	218 S Air...	83268 Ov...	25	01/15/202...	1	-80.52093...	-80.61757...	2.5032287	29	1	0	5	app
335645	200 - Villa...	01/15/202...	165 El Ca...	Public Ma...	36	01/15/202...	2	-80.73094...	-80.61757...	1.7186663	2024	1	1		dispatch
335643	200 - Villa...	01/15/202...	81868 Ov...	81400 Ov...	24	01/15/202...	1	-80.63333...	-80.52287...	4.2342057	46	0	1	5	app
335676	200 - Villa...	01/15/202...	131 Bassi...	81644 Ov...	28	01/15/202...	1	-80.55517...	-80.63728...	1.248328	24	0	1	5	app
335747	200 - Villa...	01/15/202...	82288 Ov...	48 High P...	28	01/15/202...	2	-80.61764...	-80.55074...	0.8828855	66	1	1	5	app
335312	200 - Villa...	01/15/202...	87488 Ov...	86790 Ov...	2	01/15/202...	1	-80.56119...	-80.57124...	0.13265517	21	0	1	5	app
337482	200 - Villa...	01/15/202...	Trading P...	125 Gum...	14	01/15/202...	1	-80.63333...	-80.56491...	0.9612544	87	1	0		dispatch
335254	200 - Villa...	01/15/202...	Winn-Dix...	First Bapt...	17	01/15/202...	1	-80.52403...	-80.64206...	1.6293548	2024	0	1		dispatch
337182	208 - Villa...	01/15/202...	98800 Ov...	81573 Ol...	79	01/15/202...	1	-80.63646...	-80.63849...	1.0040735	58	1	0		app
337179	208 - Villa...	01/15/202...	87000 Ov...	81500 Ov...	25	01/15/202...	4	-80.56874...	-80.52400...	0	60	2	0	5	app
337075	208 - Villa...	01/15/202...	84500 Ov...	87200 Ov...	16	01/15/202...	2	-80.60187...	-80.56943...	0.6488611	58	1	0	5	app
337070	200 - Villa...	01/15/202...	164 Villa...	83268 Ov...	17	01/15/202...	1	-80.56930...	-80.61777...	1.1227013	90	1	0		app
339458	131 - Villa...	01/15/202...	First Bapt...	Winn-Dix...	30	01/15/202...	2	-80.64206...	-80.52403...	0.96697783	2024	1	1		dispatch

SECTION 2 - Approach to The Scope of Service

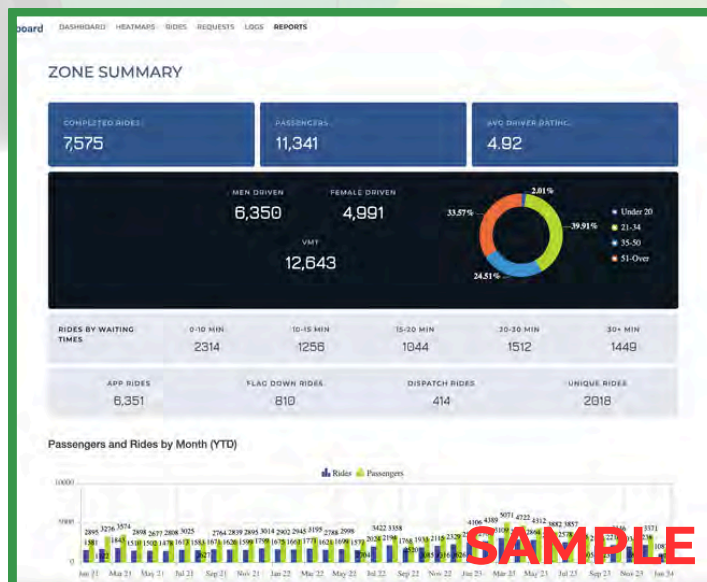
Requests:

The requests tab offers a deep dive into detailed data for any ride that was requested but not completed, providing valuable insights into the dynamics of incomplete ride requests. Additionally, this information is exportable to Excel, ensuring flexibility and ease in further analysis.

Ride ID	Status	Driver Cancel	User Cancel	Created	Pickup	Dropoff
337888	Driver Cancelled	01/15/2024 04:01:30 PM		01/15/2024 04:36:26 PM	81450-81537 Overseas Hwy	80241 Overseas Hwy
337899	Driver Cancelled	01/15/2024 04:34:41 PM		01/15/2024 04:33:18 PM	81532 Overseas Hwy	80091 Overseas Hwy
335827	User Cancelled		01/15/2024 10:54:22 AM	01/15/2024 10:51:58 AM	Old Hwy	83268 Overseas Hwy
335905	User Cancelled		01/15/2024 10:51:49 AM	01/15/2024 10:46:27 AM	Old Hwy	83268 Overseas Hwy
337381	Driver Cancelled	01/15/2024 03:34:24 PM		01/15/2024 03:22:27 PM	91400 US-1	84001 Overseas Hwy
336866	User Cancelled		01/15/2024 02:07:43 PM	01/15/2024 02:01:04 PM	90575 Old Hwy	83268 Overseas Hwy
335640	User Cancelled		01/15/2024 10:01:05 AM	01/15/2024 10:00:39 AM	105 El Capitan Drive, Islamorada	Publicis Islamorada
337029	Driver Cancelled	01/15/2024 04:05:39 PM		01/15/2024 04:00:12 PM	84861 Old Overseas Hwy	99 Madeira Rd
335446	User Cancelled		01/15/2024 09:18:11 AM	01/15/2024 09:03:19 AM	100 Iniquis Dr	208 Plantation Dr
335323	User Cancelled		01/15/2024 08:28:03 AM	01/15/2024 08:25:50 AM	214 Preston St	120 Parle Salvo Dr
335582	User Cancelled		01/15/2024 01:31:46 PM	01/15/2024 01:11:01 PM	81621 Old Hwy	81996 Old Hwy
336207	Driver Cancelled	01/15/2024 12:09:30 PM		01/15/2024 11:59:37 AM	87435 Old Overseas Hwy	80270 Overseas Hwy
336191	User Cancelled		01/15/2024 11:57:49 AM	01/15/2024 11:57:22 AM	87435 Old Overseas Hwy	87200 Overseas Hwy
336226	User Cancelled		01/15/2024 12:11:27 PM	01/15/2024 12:03:57 PM	91400 Overseas Hwy	83268 Overseas Hwy
338874	Driver Cancelled	01/15/2024 08:12:19 PM		01/15/2024 07:55:07 PM	149 Iniquis St	82100 Overseas Hwy
338870	User Cancelled		01/15/2024 07:58:48 PM	01/15/2024 07:52:19 PM	82749 US-1	175 Tampa Dr
338742	User Cancelled		01/15/2024 07:10:40 PM	01/15/2024 07:07:06 PM	83268 Overseas Hwy	216 S Airport Rd
338249	User Cancelled		01/15/2024 05:32:51 PM	01/15/2024 05:30:05 PM	110 Madeira Rd	83268 Overseas Hwy
338028	User Cancelled		01/15/2024 06:22:57 PM	01/15/2024 06:22:00 PM	83268 Overseas Hwy	80460 Overseas Hwy
338271	Driver Cancelled	01/15/2024 06:50:36 PM		01/15/2024 05:36:56 PM	98 Madeira Rd	80500 Overseas Hwy

Reports:

Within the reports tab unfolds a visually appealing and comprehensive presentation of all high-level Key Performance Indicators (KPIs) for any designated date range. This report mirrors the detailed monthly reporting provided to the City, offering a sophisticated and user-friendly analysis of the essential metrics.



SECTION 2 - Approach to The Scope of Service

Fleet and Driver Management Tools

Driver App

The driver side perspective of the Freebee app is integral to delivering seamless transportation services. Featuring a user-friendly interface and real-time connectivity, the app empowers our professional community ambassador drivers to efficiently navigate routes, pick up passengers, and ensure a top-tier experience in a safe and efficient manner. Leveraging GPS-based IoT systems, drivers remain connected to the platform, enabling swift response to ride requests and route optimization while maintaining direct contact with the Workforce and dispatch team. When a ride is dispatched, it seamlessly integrates into the app, ensuring consistency in service delivery and enabling comprehensive data tracking. The app's backend data collection system captures vital ride details, passenger preferences, and trip histories, enhancing operational efficiency and service personalization. Enhanced safety measures include a cloud-based camera facing inward towards the driver and passengers, adding an extra layer of security and accountability. By equipping drivers with advanced technology and streamlined processes, the Freebee app elevates the overall quality and reliability of our on-demand transportation service.

Freebee's Dispatch Center

Freebee's dispatch phone center, available throughout our operational hours, is a cornerstone of our commitment to accessibility and inclusivity. Staffed by bilingual representatives, fluent in both English and Spanish, this vital service caters to the diverse needs of our passengers, including seniors, individuals with disabilities, and those without smartphones. Our in-house team of Freebee employees manages every aspect of the dispatch center, ensuring that every interaction is handled with care and expertise. Whether it's assisting with route navigation, addressing concerns, or facilitating bookings, our dispatch center provides personalized support and guidance to enhance the overall passenger experience.

SECTION 2 - Approach to The Scope of Service

Community Ambassador Drivers

Our Drivers are the public-facing representatives of the city's commitment to their residents. An "Ambassador" is someone who represents the community and serves as a vital pillar of the social infrastructure in the community. By actively engaging with the community, they provide accurate, up-to-date information, address questions, and share insights about our on-demand micro-transit service.

We recognize the unique value of local knowledge, which is why we hire Community Ambassadors directly from within the community. Their local expertise allows them to provide personalized guidance and solutions that truly resonate with the community. They are deeply familiar with the neighborhood's rhythms, challenges, and opportunities, positioning them as an essential link between the service and the users who rely on it daily.

Our approach centers on collaboration and community empowerment. Community Ambassadors ensure that our service is responsive to local needs by engaging in regular outreach activities, pop-up information sessions, and community events. Their role is vital in maintaining open channels of communication, addressing concerns, and ensuring that every voice is heard and valued.

Hiring locally means our ambassadors have a personal investment in the success of the service. They have firsthand experience with the challenges residents face. By fostering genuine relationships, our Community Ambassadors ensure that the user experience is seamless, focusing not only on service quality but also on cultivating meaningful connections. Their work is ultimately about empowering residents, enhancing convenience, and ensuring our service feels integrated and natural in the community.

SECTION 2 - Approach to The Scope of Service

Each driver will wear a clearly visible name tag and, in line with city preferences, will be outfitted in our company uniform to maintain a polished and professional appearance. We strictly enforce a policy that prohibits the use of mobile phones, headphones, or any other devices that could cause distractions while driving. The only exception, in accordance with the law, is the use of dashboard or windshield-mounted smart devices and Bluetooth-enabled systems necessary for service delivery. This ensures our drivers can remain fully focused on the road while maintaining access to essential tools for providing up-to-date, accurate information to passengers.

Driver Training

Freebee's training program is a cornerstone of its commitment to safety, service excellence, and ADA compliance, with a focus on collision prevention and alignment with Vision Zero and Safe Streets initiatives. Team members, referred to as community ambassadors, are trained not only to provide transportation but to enhance passengers' overall experience and quality of life. This training builds on courses from the Center for Urban Transportation Research (CUTR) at the University of South Florida (USF), supported by the DOT. Freebee further incorporates street-calming techniques, encouraging drivers to adopt safe driving habits that slow traffic and expand their field of vision, creating a more observant and aware operation.

Freebee's training program also plays a critical role in ensuring compliance with ADA requirements. All drivers are trained to assist passengers with disabilities, providing curb-to-curb assistance and promoting unity and integrity among all community members through equitable transportation. Before operating any Freebee vehicle, employees must complete and pass the "Disability Etiquette for Transit Operators" course, paratransit training, and the "Securement" lessons provided by the developers of the securement devices in all Freebee vehicles. Additionally, Freebee drivers must complete a custom "Freebee Wheelchair Lift Operation" course along with in-person training on restraint and lift operations.

SECTION 2 - Approach to The Scope of Service

In collaboration with the City of Plantation, Freebee will provide expert trainers with deep knowledge of the company's technology and systems, including veteran team leaders and Operations Managers. The training plan will include a mix of remote and on-site sessions, tailored to the needs of staff, and scheduled during regular business hours for optimal participation. Detailed user manuals, the Freebee Handbook, and the Freebee SSPP will be provided to ensure all team members have a thorough understanding of the system. Freebee also commits to regularly updating training materials and delivering the latest documentation to Plantation as needed, ensuring ongoing compliance with FDOT, OSHA, and 14-90 reporting requirements.

Fleet (Fleet Standard)

Plantation's micro transit service brings forth a new era of sustainable transportation with its implementation of a 100% electric fleet, consisting of cutting-edge Tesla SUV's and ADA Wheelchair accessible vehicles. By leveraging these environmentally-friendly vehicles, the City of Plantation not only revolutionizes the way people travel but also prioritizes the health of our planet. The utilization of electric vehicles significantly reduces greenhouse gas emissions and air pollution, leading to cleaner and healthier communities. Additionally, the integration of advanced technologies and high-performance vehicles like the Tesla SUV ensures an efficient and reliable transportation experience for passengers. With Plantation's commitment to sustainability and innovation, we are not only reshaping the transportation landscape within the City but also paving the way towards a greener and more eco-conscious future.

Based on the budget outlined in the RFSP, our Phase 1 Midtown service will operate with a fleet of three (3) vehicles. We recommend a fleet consisting of three (3) Tesla SUVs, along with one (1) ADA-compliant wheelchair-accessible Toyota Sienna vehicle to accommodate passengers with special needs. This ADA vehicle will also serve as a backup in the event that one of the primary vehicles requires maintenance, ensuring uninterrupted service and full accessibility for all riders. We have also considered alternative options for a secondary ADA vehicle. However, based on the size of the service zone and our commitment to delivering the most cost-effective solution for the City, we strongly recommend the Toyota Sienna over the Lightning Transit Passenger Van. This choice ensures optimal performance and value while meeting the City's needs.

SECTION 2 - Approach to The Scope of Service

Tesla Sedan

Tesla Sedan is one of the safest SUVs ever built and provides a unique experience for anyone who steps foot within the vehicle. This all-electric luxury SUV has an interior with spacious seating with the largest all- glass panoramic windshield in production. The vehicle is rated highly for safety with a 5 out of 5 by the National Highway and Traffic Safety Administration (NHTSA). Tesla's powertrain is the best in class and delivers unparalleled performance in all weather conditions. The Tesla will allow for top operating capacity, with a battery range of over 250+ miles and the ability to recharge 50% of the battery within only 15 minutes.

- All-electric drivetrain
- Long-range battery options
- Fast charging capabilities
- Advanced autopilot and self-driving features
- Large touchscreen display for vehicle controls and entertainment
- Over-the-air software updates for continuous improvement
- Superior safety ratings
- Spacious interior with ample cargo space
- High-performance acceleration and handling
- Minimalist design with premium materials
- Integration with mobile app for remote monitoring and control
- Built-in navigation system with real-time traffic updates
- Enhanced security features like sentry mode and cabin camera surveillance.



SECTION 2 - Approach to The Scope of Service

Toyota Sienna Hybrid 2023 XSE

The bold accents and athletic stance of the 2023 XSE Toyota Sienna will show passengers that functionality and style aren't mutually exclusive. Passengers who request accommodations will receive the same level of luxury service they deserve and should expect to receive. The 2023 Toyota Sienna is currently the only AWS hybrid vehicle within the US that meets and exceeds ADA compliance with the FMTS compliance standards requirements for the National Mobility Equipment Dealers Association (NMED).

- 4 ambulatory passenger seats
- Integrated backup camera
- Pre-collision automatic braking
- Low easy access Side loading for wheelchair accommodations
- Oxygen tank holder
- WC-18 wheelchair restraints & adjustable shoulder/lap belt
- Restraints for Walkers and Canes
- Fire Extinguisher
- Spill kits
- First Aid Kit
- Safety triangles
- Black heated power outside mirrors with blind spot warning indicators
- Hands-free dual power sliding side doors with jam protection
- Retractable row for additional seating when not in use for wheelchair accommodation.



SECTION 2 - Approach to The Scope of Service

Ford Lightning Transit Van

The Lightning Motor Electric, Zero Emission Ford Transit Passenger Vans are 100% electric with a seating capacity of up to 12 ambulatory passengers, which goes down to 5 ambulatory passengers when transporting two people in a wheelchair. The vehicle is rated highly for safety with a 4 out of 5 by the National Highway and Traffic Safety Administration (NHTSA). This vehicle is an ideal vehicle for fixed route service and special events due to its size, safety, and functionality.

- Top Speed: 65 MPH (Electronically Limited) Insert Van
- Braking: Regenerative
- Level 2 and Level 3 Charging Capability
- Folding door with extended steps
- Slip Resistant floors and handrails
- Certified Braunability Wheelchair lift
- Oxygen tank holder
- WC-18 wheelchair restraints & adjustable shoulder/lap belt
- Restraints for Walkers and Canes
- Back-up Camera



Freebee's vehicles, adhering to stringent codes and standards, meet or exceed safety regulations and manufacturer guidelines. Our vehicles are consistently maintained for operational excellence, with any issues resulting in prompt replacement.

SECTION 2 - Approach to The Scope of Service

Compliance with Codes and Standards

Vehicles used for service provision will adhere to all relevant local, State, and Federal Codes, safety standards, and laws. They will meet or exceed the manufacturer's safety and mechanical standards applicable to the specific vehicle model utilized under this contract.

Maintenance and Operational Condition

All vehicles and associated equipment will be consistently maintained in full operational condition, adhering to the manufacturer's recommended maintenance guidelines. Anytime a vehicle does not meet these standards, it will be pulled from operations and replaced with a spare vehicle until fixed.

Exterior Appearance

The vehicles supplied shall have exteriors consistently maintained in a clean condition, free from grime, oil, or any other substances. The exterior surfaces shall be kept in good repair, without cracks, breaks, dents, or significant paint damage that would negatively impact the vehicle's appearance. Our in-house design team will work in partnership with the City to develop attractive vehicle wraps that effectively represent the identity of the Transit system.

Interior Cleanliness and Comfort

The interior of all vehicles will be clean and free from torn floor coverings, damaged or broken seats, and protruding sharp edges. Seats will be adequately padded and comfortable for passengers.

SECTION 2 - Approach to The Scope of Service

Marketing Plan

The Plantation micro transit service, powered by Freebee, is set to revolutionize mobility in the community with a dynamic and innovative marketing approach. Utilizing our in-house creative, marketing, and video production teams — from skilled designers to marketing strategists and videographers — Freebee has developed a proprietary ridership outreach strategy that has consistently increased ridership across our operating zones.

As we introduce the Plantation micro transit service, here are some of the multifaceted strategies we plan to implement:

Press Releases and Media Engagement

We will actively engage the press to keep the community informed and excited about the upcoming services. This includes press releases, media coverage, and interviews to generate anticipation and awareness.

Direct Community Engagement

Our team will conduct in-person visits to businesses, offices, residential complexes, hotels, places of worship, and assisted living facilities to meet, engage, and educate the community about how the Plantation micro transit service enhances local mobility.

Plantation Branded Brochures

These will be strategically placed in high-traffic areas, offering clear, concise information about the service, how to request a ride, and a detailed map of the service area.

Community Ambassadors

Dedicated professionals will continually educate commuters and residents about the new service, addressing questions and providing insights.

SECTION 2 - Approach to The Scope of Service

Targeted Social Media Campaigns

Expertly designed campaigns will geographically target and engage potential riders, leveraging the power of digital platforms to maximize reach and impact. These campaigns will highlight the benefits of the service and promote special offers and updates.

Vehicle Wrapping and Branding

All Freebee vehicles will be wrapped in a design consistent with the existing Transit service, ensuring brand continuity and visibility. Our in-house design team will collaborate with the City to create visually appealing wraps that reflect the Transit's identity.

Additionally, Freebee enhances this model by partnering with local businesses to offer them free advertising on the Ride Freebee mobile app. This platform allows businesses to offer exclusive deals and discounts, attracting more passengers to their locations—a service provided courtesy of the City of Plantation. Moreover, the app promotes public services such as parks, farmers' markets, and special events, further enriching community life and increasing the visibility of the on-demand transit service.

Prior to the launch in Plantation, Freebee and the City will establish a comprehensive marketing and promotional plan. All marketing collaborations will require the City's approval, ensuring that all promotional materials are reviewed and approved by the City before their use. This holistic marketing approach not only elevates the visibility of the service but also fosters a deeper connection with the community, setting the stage for a successful launch and sustained growth in ridership.

SECTION 2 - Approach to The Scope of Service

See below for our phased marketing strategy pre launch, during launch, and after launch:

Pre-launch Phase:

Identify Target Ridership Audience:

Conduct comprehensive market research to identify the primary target audience for the Plantation micro transit service, including commuters, students, tourists, and local neighborhood residents.

Partnerships and Community Engagement:

Forge strategic partnerships with local businesses, stakeholders, and community organizations to enhance service visibility and engagement.

Public Relations:

Develop and distribute press releases to local media outlets, highlighting the unique benefits and features of the service. Secure media coverage through interviews and feature stories to generate excitement and anticipation.

Digital Presence:

Leverage social media platforms, local online forums, and targeted online advertising to connect with the local community and build anticipation for the service.

Activations:

Deploy a local street team to engage and educate about the upcoming service at events and places where potential riders gather.

SECTION 2 - Approach to The Scope of Service

Launch Phase:

Promotional Campaigns:

Roll out a multi-channel marketing campaign encompassing traditional and digital marketing channels to maximize reach and impact.

Launch Event + Ribbon Cutting:

Organize a high-profile launch event to generate buzz and engage the local community. Include a ribbon-cutting ceremony to mark the official launch of service.

Continued Community Engagement:

Maintain active engagement with the community through collaborative efforts, joint promotions, sponsorships, and participation in local events.

Continued Activations:

Sustain efforts to engage and educate residents, workers, and visitors about the benefits and convenience of using micro transit for their transportation needs.

First Six Months:

Localized Marketing Collateral + Distribution:

Develop visually appealing and informative marketing collateral such as brochures, pamphlets, and posters tailored to the local community. Distribute these materials across key locations to raise awareness of Plantation's new service.

Ongoing Community Engagement:

Actively participate in local events, festivals, and community gatherings to foster connections and promote micro transit as a convenient and eco-friendly mobility option.

SECTION 2 - Approach to The Scope of Service

User-generated Content with Local Influencers:

Encourage riders and local influencers to share their positive experiences on social media platforms using designated hashtags.

Data-driven Optimization:

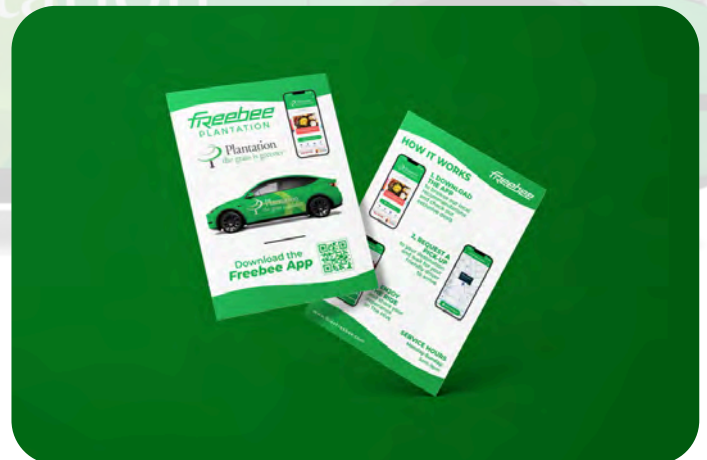
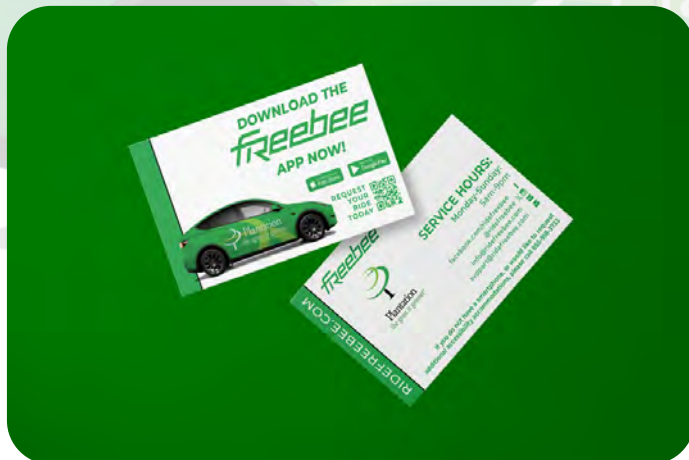
Continuously analyze ridership data, including peak usage times and customer feedback, to optimize service operations and enhance the overall user experience.

Customer Feedback Surveys:

Establish various channels for customers to provide feedback, including in-app surveys, email, or dedicated feedback forms, to gather insights.

Partnerships and Local Endorsements:

Strengthen partnerships with local influencers, community leaders, and businesses to amplify brand endorsements and increase service visibility within the community.



SECTION 2 - Approach to The Scope of Service

Economic Resilience Strategy

The most powerful marketing tool Freebee utilizes to market the service and increase ridership is the technique of utilizing the existing Social Capital of the community. Freebee does this by serving as an Economic Resiliency tool for local businesses.

Freebee achieves this technique by utilizing Social Capital by developing partnerships with all the local businesses in the area and providing them with free advertising through the mobile app. Each business has the capability to offer our riders exclusive deals and discounts on the platform, which in turn, helps to physically drive traffic back to their locations again. This promotion is free to all local businesses and communicated that it is provided courtesy of the City of Plantation. The mobile app platform provides the same value in promoting public services like parks, farmers' markets, special events like ribbon cuttings, the library, health services, and rapid transit connectivity. This strategy in turn provides a compounding effect by utilizing the marketing influence of all partnering local businesses to promote the new micro transit service and increase ridership.

Customer Service

Freebee's customer service procedures are designed for swift and efficient resolution of all inquiries, ensuring a seamless experience for riders while relieving our clients of any additional workload. We offer a comprehensive approach to receiving and addressing concerns through multiple channels, including web inquiries, direct messages, social media, and in-app reviews. Once a complaint or inquiry is received, it is promptly logged into our customer service system to ensure that every issue is tracked and handled with care. Freebee is committed to addressing all customer service inquiries within 24 hours at the latest, with most being resolved within 1-2 hours.

SECTION 2 - Approach to The Scope of Service

Our customer service team is thoroughly trained to handle inquiries across all platforms, prioritizing timely and empathetic responses, without requiring any intervention or support from our clients. For more complex issues, matters are escalated to senior staff to ensure they receive specialized attention. Post-resolution, we actively seek customer feedback to measure satisfaction and continuously improve our services. This structured, inclusive, and responsive approach highlights Freebee's commitment to delivering exceptional customer service while allowing our clients to focus on their core priorities, as we take full responsibility for handling and resolving all rider concerns.

Safety Compliance Plan

Freebee's safety compliance stems from the Freebee System Safety Program Plan, necessitating comprehensive steps to ensure the safety and security of all personnel and property. Freebee provides extensive training and utilizes all necessary safety precautions and devices in connection with delivering the service. The purpose of this plan is to ensure that Freebee delivers its passengers safe, reliable, and efficient micro transit services. This plan details the key operational control measures and procedures that Freebee implements to meet its operational objectives and enhance service quality. This operations and maintenance plan applies to all facets of Freebee's micro transit services, encompassing vehicles, drivers, customer service, and day-to-day operations.

Freebee's operational objectives are to:

- Ensure the safety of its passengers and drivers at all times.
- Provide reliable and on-time service.
- Deliver exceptional service and support.
- Maintain clean and well-maintained vehicles.
- Continuously enhance service quality based on feedback and data analysis.

SECTION 2 - Approach to The Scope of Service

To achieve its operational objectives, Freebee will implement the following control measures:

- Conduct background checks and thorough training for all drivers to ensure they are qualified and capable of delivering safe and reliable service.
- Implement regular vehicle maintenance schedules to keep vehicles in optimal condition and reduce the likelihood of breakdowns or accidents.
- Monitor and track service performance, including on-time performance, driver behavior, incidents, and passenger feedback, to identify areas for improvement and take corrective action when necessary.
- Provide ongoing customer service training to drivers and support staff to ensure they are equipped to handle passenger inquiries, complaints, and issues in a professional and satisfactory manner.
- Maintain and enhance the Freebee dashboard for collecting and analyzing passenger feedback, including complaints and suggestions, to identify trends and areas for improvement.
- Review the SSPP annually and update it as necessary.
- Monitor current industry standards and trends.

Operations Assurance Procedures

To ensure that its operational control measures are effectively implemented, Freebee will:

- Conduct regular audits and inspections of vehicles, drivers, and operations to ensure compliance with safety, quality, and regulatory standards.
- Monitor and analyze key performance indicators (KPIs) related to safety, reliability, customer service, and operational efficiency to identify areas for improvement and take corrective action when necessary.
- Conduct regular training and refresher courses for drivers and support staff to ensure they are up-to-date with the latest safety and quality standards and protocols.
- Establish an operations assurance team responsible for monitoring and improving service quality, as well as responding to passenger complaints and issues.

SECTION 2 - Approach to The Scope of Service

Maintenance Procedures

Daily preventative maintenance checks designed as Pre and Post-shift Vehicle Inspection checklists are built into the driver side of the mobile app and must be completed before the driver can access ride requests. The checklist ensures that the vehicles are in safe and proper working condition. In addition to the checklist, all staff are trained on how to clean and sanitize the vehicle at the beginning and end of every shift. A more thorough performance maintenance check will be performed quarterly on all vehicles by a trained staff member. All maintenance, incident, and mechanical activity are logged within the Freebee platform and transparently shared with partnering municipal staff. In the event of an incident or mechanical issue with a vehicle, a spare vehicle will be dispatched within the same day or the following day relative to the time of the incident. Through this comprehensive approach, Freebee aims to provide ongoing transportation services that maintain a high standard of system safety, are reliable and efficient, and meet industry standards along with state and federal requirements.

Incident Response

To address service interruptions and ensure minimal disruption to the City of Plantation's transportation services, Freebee will implement a comprehensive and responsive protocol. This protocol prioritizes rapid communication with the City, efficient vehicle repair or replacement, and transparent communication with passengers. In case of service interruption, staff members who become aware of the issue are tasked to alert our control center, which may also be activated automatically by sensors within vehicles.

SECTION 2 - Approach to The Scope of Service

This contact evaluates the situation and communicates the details to drivers. Drivers are responsible for relaying this information to passengers and providing alternatives if available. In the event of an accident involving a Freebee vehicle, drivers must first ensure the safety of everyone involved, contact emergency services if needed, and report the accident in more detail to the control center. Drivers are also tasked with setting up safety measures at the scene and gathering pertinent information for documentation. For incidents that could impact safety or operations, employees are to promptly notify the control center, which will then coordinate the response depending on the nature of the incident.

All information about the incident will be documented and maintained as outlined in the Freebee SSPP and shared with The City of Plantation's staff. Furthermore, Freebee emphasizes regular training for all employees to ensure preparedness. The plan will be reviewed and updated annually, and all records will be securely maintained in compliance with the FDOT, OSHA, City of Plantation, and company policies.

Consistent communication of the plan is essential to ensure familiarity with roles and responsibilities. All incidents, accidents, or service interruptions will be communicated to all stakeholders as soon as technically possible and no longer than 24 hours. A compilation of all incidents, accidents, and service interruptions, if any, will be communicated with all stakeholders at or before each monthly reporting period and reviewed by the Freebee accident and incident committee for actionable steps.

SECTION 2 - Approach to The Scope of Service

Immediate Notification

Upon any service interruption, Freebee will notify The City of Plantation immediately, providing detailed information about the nature and extent of the interruption. This ensures that the City is fully informed and can assist or advise on mitigation strategies if necessary. If there is an incident of any scale, our protocol ensures that local authorities are contacted right away after the driver enacts their safety and first-aid training protocols. Following the response to local authorities, the vehicle operator will contact their service area manager and notify the dispatch team, "Workforce," through the driver-side application and directly calling them.

Rapid Resolution Efforts

Freebee is committed to using its best efforts to resume service as swiftly as possible, aiming for a resolution and service resumption within one hour from the time of interruption. This includes prioritizing vehicle repair or replacement with a spare vehicle to ensure minimal downtime.

Vehicle Replacement Strategy

Should a vehicle require repairs that are not immediately rectified, Freebee will deploy a replacement vehicle from a reserve fleet to maintain service continuity. This strategy ensures that service interruptions are kept to a minimum and that passengers experience as little inconvenience as possible. Freebee is uniquely qualified for this with our over 200 vehicles concentrated in South Florida and our in-house vehicle branding team. Freebee has the least points of failure in immediate response compared to any other provider here locally.

Compensation Policy

Freebee acknowledges that no compensation will be provided for any period during which services are interrupted. The focus will be on minimizing the duration of service interruptions to mitigate financial impact and maintain service quality and reliability.

SECTION 2 - Approach to The Scope of Service

Passenger Notifications

During any service interruption, a passenger-friendly message will be displayed on Freebee's mobile application. This message will inform passengers of the reason for the service interruption and, importantly, provide an estimated time when service will be resumed.

Transparency and Updates

The message will be clear, concise, and updated as more information becomes available or as the situation evolves. This service powered by Freebee aims to maintain trust and transparency with its users, recognizing that effective communication is key to passenger satisfaction during unforeseen service disruptions. Our approach to managing service interruptions in The City of Plantation is designed to ensure rapid response, minimal disruption, and clear communication with both the City and our passengers. By implementing these protocols, Freebee aims to uphold high standards of service reliability and passenger care, even in the face of unexpected challenges.

Timeline for Launch

Freebee is prepared to deliver a comprehensive, turnkey solution for the successful launch and ongoing management of Plantation's micro transit service. As a full-spectrum operator, we handle every aspect required to create a dynamic transportation environment—from developing a user-friendly mobile application customized for the City of Plantation, to recruiting and training professional W-2 drivers. We also manage vehicle procurement, maintenance, and the oversight of physical operations facilities, ensuring a smooth and efficient service.

SECTION 2 - Approach to The Scope of Service

The introduction of micro transit follows a strategic, phased rollout plan. This begins with a thorough planning phase to define service objectives, target key demographics, and solidify operational requirements specific to the City's needs. The next stage focuses on the Technology Setup, where we establish a robust technological infrastructure to support efficient micro transit operations. This includes customizing the mobile app and configuring backend systems to provide a seamless, integrated service experience for all users.

By managing all operations in-house and minimizing reliance on third-party services, Freebee maintains full control over quality and performance. This ensures that the City of Plantation receives a reliable, efficient, and community-focused micro transit solution designed to enhance connectivity and improve quality of life throughout the city.

To ensure the successful and timely launch of Plantation's micro transit service, we have outlined a detailed and strategic plan:

Phase 1: 2-4 Weeks

Planning Phase: In the first phase, the team will define the service objectives, identify target demographics, and ensure all vehicle procurement, service area mapping, and operational requirements are in place. This phase will include conducting thorough market research to understand the community's needs and address potential challenges proactively.

Charging Station Location and Permitting: Initial planning for charging station locations and the necessary permitting will also commence during this week, ensuring timely and efficient installation to support the electric fleet.

SECTION 2 - Approach to The Scope of Service

Phase 2: 2-4 Weeks

Technology Setup: In this phase, the mobile development team will establish the critical technology infrastructure to support the microtransit service. This includes configuring the mobile app, implementing backend systems for real-time vehicle tracking and dispatch, and integrating reporting, processing, and customer support features customized for the City of Plantation. These systems ensure seamless operations and a user-friendly experience for all riders.

Community Ambassador (Driver) Recruitment: We will begin the recruitment process to identify and onboard highly skilled driver ambassadors, who are key to the success of the service. Our focus will be on selecting individuals with exemplary driving records, strong customer service skills, and a steadfast commitment to safety.

Community Awareness and Engagement Planning: At the same time, we will begin developing targeted marketing campaigns and community outreach strategies. This will involve planning events, forging partnerships, and coordinating media engagement to build widespread awareness and excitement for the upcoming launch of the service.

Phase 3: 2 Weeks

Community Ambassador (Driver) Training: Training for newly recruited drivers will start immediately, covering essential areas such as mastery of our advanced technology platform, customer service excellence, rigorous safety protocols, and operational best practices to ensure a smooth and safe launch.

Community Awareness and Engagement Implementation: We will kick off our planned marketing and community engagement activities, officially introducing residents to the **Plantation Connect** service. These efforts will encourage the community to explore and embrace this new, convenient transit option.

SECTION 2 - Approach to The Scope of Service

Phase 4: 2 Weeks

Community Ambassador Training Completion: All training modules will be finalized, ensuring our team is fully equipped to provide exceptional service from day one. Our staff will be well-prepared to deliver a smooth and efficient rider experience, with a strong focus on customer service and safety.

Soft Launch: The service will undergo a soft launch, operating at a reduced capacity to test functionality, address any technical adjustments, and gather valuable user feedback. During this controlled phase, the operations team will closely monitor performance, making real-time adjustments to ensure the service runs smoothly and meets community expectations.

Phase 5: (Launch by July 1st, 2025):

Official Launch: In the final week of June 2025, Freebee will finalize all service preparations, including vehicle inspections, tech checks, and route optimization. The service will officially launch with a **ribbon-cutting ceremony on or before July 1st, 2025**. This event will mark the formal debut of the micro-transit service to the public, reinforcing community engagement and showcasing the benefits of the service.

SECTION 2 - Approach to The Scope of Service



SECTION 2 - Approach to The Scope of Service

Service Level Data

At Freebee, we are committed to delivering an exceptional transportation experience that aligns with the highest standards of service and sustainability. Our approach focuses on providing seamless, efficient, and environmentally responsible mobility solutions. We recognize that to build trust and satisfaction with our riders and the community, we must consistently meet and exceed key service performance metrics.

To that end, we are dedicated to achieving excellence in the following areas:

a. **Average Wait Time:** We strive to keep average wait times as short as possible, aiming for minimal delays and ensuring that riders can rely on timely pickups for an efficient and convenient experience. We are committed to ensure average wait-time stays within 10-15 minutes of request.

b. **Average Trip Rating:** We commit to maintaining high satisfaction levels, targeting an average trip rating of 4.9 stars (out of 5) or higher across all service areas, ensuring passengers consistently experience safe, comfortable, and enjoyable rides.

c. **Average Time to Resolve Complaints:** Our goal is to resolve all customer complaints within 24 hours, with the majority addressed within 1-2 hours, ensuring prompt attention to any issues and maintaining a high level of customer satisfaction.

d. **Average Response Time to Calls and Emails:** We are committed to responding to all calls and emails within 24 hours, ensuring clear and fast communication with our riders and community members.

e. **Maximum Percentage of Missed, Declined, and Cancelled Trips:** We aim to keep the percentage of missed, declined, or cancelled trips by Freebee below 5%, ensuring that the vast majority of ride requests are fulfilled and that riders can count on reliable service.

SECTION 2 - Approach to The Scope of Service

f. **Percentage of Trips in Low-Emissions Vehicles:** In support of our commitment to sustainability, we will ensure that 100% of trips are completed in low-emission vehicles, contributing to a cleaner and greener environment.

g. **Percentage of Trips Served in Hybrid/Electric Vehicles:** We are dedicated to reducing our carbon footprint and will ensure that 100% of trips are conducted in hybrid or electric vehicles, further promoting eco-friendly transportation solutions.

Enhanced Value Innovative Concepts

Local Business Focus – Economic Development

Freebee's platform goes beyond transportation by serving as a localized community guide that actively promotes local businesses, city events, and public service announcements—all at no cost. As the only platform in the world that offers this unique feature, Freebee provides free advertising to all local businesses, giving them a direct channel to reach riders and community members. Through the “Ride Freebee” mobile app, businesses can engage users with exclusive deals, discounts, and recommendations, increasing foot traffic and encouraging people to shop locally rather than ordering from neighboring cities. This approach helps keep local dollars circulating within the community, fostering economic growth.

Moreover, the platform is a dynamic resource for the City of Plantation, allowing the city to promote local events, city services, and public announcements directly to residents and visitors. From highlighting upcoming city events and park activities to sharing health services and library updates, Freebee's platform ensures that community members have access to essential, localized information at their fingertips. By creating this integrated system that benefits both businesses and public services, Freebee supports the overall growth of the local economy while enhancing the community's connectivity and engagement. The platform's unique ability to combine transportation with economic development and city promotion sets it apart as a vital tool for community growth and engagement.

SECTION 2 - Approach to The Scope of Service

Freebee offers more than just transportation. It offers way to bring communities together!

COMMUNITY OUTREACH – Strengthening Local Business Connections



Through hands-on community outreach, Freebee engages directly with local businesses, HOAs, and hotels to spread awareness about our services. By going door to door, we foster personal connections, distribute valuable marketing collateral, and educate the community about how Freebee supports local commerce and economic development.



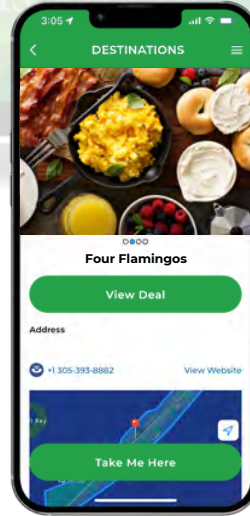
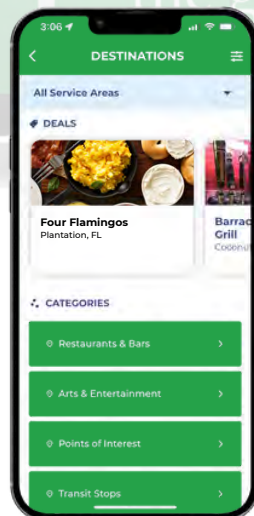
*hours
spent in
the field
each year*

APP INTEGRATION – Supporting Local Business Growth

Freebee's mobile app is more than just a ride-hailing tool – it actively promotes local businesses by offering users exclusive deals and direct transport to business locations. This seamless integration between mobility and commerce not only supports economic development but also enhances community engagement by making it easier for users to explore and support nearby businesses.



Business Profiles



SECTION 2 - Approach to The Scope of Service

Community Engagement

At Freebee, community engagement is central to our micro-transit service. We aim to be more than just transportation. We strive to be an integrated part of residents' daily lives, ensuring everyone feels heard and valued.

Freebee engages through regular outreach, pop-up information sessions, local events, and open communication channels. By being present, we understand and adapt to each neighborhood's unique needs. This involvement helps us tailor our service to fit naturally into the community.

Our focus on community relationships goes beyond providing rides. We actively listen to residents, gather feedback, and adapt our solutions to reflect their input. This approach empowers residents and gives them a sense of ownership.

Freebee collaborates with community stakeholders to keep our service flexible and responsive. This adaptability helps ensure our transit solution evolves with the community, enhancing convenience and fostering connection.

The result is a user-centered service that builds community pride and partnership. Residents become partners in shaping their transit options, making Freebee a valued community asset that enriches everyone involved.

SECTION 2 - Approach to The Scope of Service

Freebee offers more than just transportation. It offers way to bring communities together!

TRADE SHOWS – Showcasing Innovation in On-Demand Microtransit



As a leader in on-demand microtransit, Freebee provides best in-class knowledge and findings by actively participation in trade shows and industry conferences. By showcasing our innovative, sustainable transportation solutions, we drive economic development and demonstrate our commitment to cutting-edge mobility options that enhance urban planning and community connectivity.



Annual Trade Shows



Annual Presentations

COMMUNITY EVENTS – Driving Local Engagement & Awareness

Freebee is proud to be a vital part of local communities, actively participating in parades, holiday events, and neighborhood celebrations. These events not only highlight our dedication to community engagement but also create direct opportunities to promote local economic growth by connecting residents and visitors to nearby businesses and attractions.



Annual Events



SECTION 2 - Approach to The Scope of Service

Additional Resources Available

Freebee's business success is deeply rooted in closely woven community relationships that form the foundation of trust our service thrives on. This strong community engagement has facilitated a steady and organic geographic expansion from our founding communities, allowing us to build a model of growth that is both authentic and reliable. This approach enables us to implement accurate, timely, and nearly autonomous solutions and enhancements that often go unnoticed due to the seamless nature of our operations that flows so smoothly. As a result of this success, we have consistently focused on incrementally enhancing our existing service areas and nurturing our relationships within those communities, because this is our home as well.

Logistically, this integration enables an extensive network of vehicles, staff, mechanics, and resources strategically positioned at the ready all around the City of Plantation in every direction. With a larger resource pool than any other on-demand micro transit operator in the region, Freebee is uniquely equipped to meet the diverse transportation needs of the community. The main office, located north of Miami, ensures that a significant number of vehicles and trained staff are readily available to address any logistical requirements efficiently. This robust infrastructure not only facilitates seamless operations but also includes safe storage solutions for vehicles during emergencies, such as flooding and hurricanes, thereby reinforcing Freebee's commitment to reliability and community support in times of need.

SECTION 2 - Approach to The Scope of Service

Plantation Service Team

The Freebee Plantation Service Area Project Team is carefully structured to ensure top-tier service delivery and operational excellence. Each team member plays a critical role in enhancing the efficiency of our microtransit services. Chris Walker, as the Performance Territory Manager, will oversee daily operations, ensuring customer satisfaction and optimizing performance metrics. Team Leaders will provide logistics support and maintain a strong community presence with 40 hours a week on-site. Our Community Ambassadors, trained to offer exceptional customer service, will not only operate the vehicles but also serve as knowledgeable representatives of the community. John Janusz, as the Economic Development Manager, will focus on connecting service users with local businesses to boost foot traffic and engagement.

Freebee's team development strategy is rooted in years of experience delivering successful microtransit services across South Florida. Our approach is strengthened by our deep understanding of the local workforce, allowing us to assemble a team that is both highly effective and adaptable to community needs. A key aspect of our philosophy is hiring local talent, who bring an inherent understanding of the area's culture and transportation patterns. This not only improves service quality but also fosters trust with riders and supports the local economy.

This team structure ensures Freebee provides robust, day-to-day operational support tailored to the unique needs of Plantation. Further details about our Key Staff and their roles will be outlined in Section 4 of the proposal.

SECTION 2 - Approach to The Scope of Service

Cost Containment Strategies

Freebee is dedicated to implementing effective cost containment strategies to ensure the long-term success and sustainability of our partnerships with municipal clients. Through a combination of strategic vendor relations, in-house management, electric vehicle operations, and innovative revenue models, we consistently reduce operational costs while maintaining high-quality services. Key cost containment strategies include:

Incentives and Grants: Freebee actively pursues federal, state, and local incentives and grants aimed at promoting electric vehicle adoption and innovative transit solutions. These financial incentives help offset both initial capital investments and ongoing operational expenses. For example, we have successfully assisted municipalities in securing Department of Transportation (DOT) grants that now cover 50% of operational costs for the next three years. In addition, Freebee has dedicated in-house teams that will work closely with the City of Plantation to identify and maximize grant opportunities, ensuring that the city benefits from all available funding to support its transportation initiatives.

Fare Revenue Implementation: To further support cost containment, Freebee offers the option of implementing a fare revenue system, allowing municipalities to generate additional income from ride fares. This provides a flexible revenue stream to help offset operational costs and ensure the financial sustainability of the service.

Advertising Revenue Implementation: Freebee's platform also creates revenue generating opportunities through advertising partnerships with local and national businesses. Advertising space within the "Ride Freebee" mobile app, on vehicles, and at key community touchpoints generates income that helps offset operational costs. Once implemented, we would provide a 50/50 split on any advertising revenue generated to help lower the costs of the program.

SECTION 2 - Approach to The Scope of Service

Vendor Relations and Bulk Purchasing Freebee has established strong, long-term relationships with key vendors, allowing us to negotiate favorable terms and pricing. By consolidating bulk purchases and leveraging these partnerships, we secure volume discounts on goods and services, passing significant savings directly to our municipal partners.





EXHIBIT “B”

(Rates/Fees/Pricing)

SECTION 6: Cost Detail

BID/PROPOSAL FORM

RFSP NO. 102-24 MICRO TRANSIT PROGRAM

By signing this Proposal, the Proposer agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a Proposal for the same purpose and that this Proposal is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned Proposer that the signing and delivery of the bid represents the Proposer's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the Proposal by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-proposal conference, if applicable to this Proposal, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Proposer, in submitting this Proposal, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Proposer and the City:

COMPANY NAME: Beefree LLC d/b/a Freebee

MICRO TRANSIT PROGRAM - MIDTOWN

Item No.	Description	Hourly Cost	Total
1	Hourly fee per vehicle with driver – Large vehicle	Vehicle make & model - Not recommended \$ 44.89	\$ N/A
2	Hourly fee per vehicle with driver – Small vehicle	Vehicle make & model - Recommended Fleet \$ 36.63	\$ 131,904.63
3	Software/ Application management cost	\$ 0	\$ 0
4	Deployment/On-Boarding cost	\$ 0	\$ 0
5	Flexible Hourly fee (Special events, weekends, holidays etc. if applicable)	\$ 35.00	\$35.00/hr
SUB-TOTAL 3 Vehicles x \$131,904.63			\$395,713.89

MICRO TRANSIT PROGRAM – MIDTOWN EXPANSION

Item No.	Description	Hourly Cost	Total
1	Hourly fee per vehicle with driver – Large vehicle	Vehicle make & model - Not recommended \$ 44.89	\$ N/A
2	Hourly fee per vehicle with driver – Small vehicle	Vehicle make & model - \$ 36.63	\$ 131,904.63
3	Software/ Application management cost	\$ 0	\$ 0
4	Deployment/On-Boarding cost	\$ 0	\$ 0
5	Flexible Hourly fee (Special events, weekends, holidays etc. if applicable)	\$ 35.00	\$ 35.00/hr
SUB-TOTAL			\$ 131,904.63

SECTION 6: Cost Detail

BID/PROPOSAL FORM

MICRO TRANSIT PROGRAM – EASTSIDE

Item No.	Description	Hourly Cost	Total
1	Hourly fee per vehicle with driver – Large vehicle	\$ 44.89	\$ N/A
2	Hourly fee per vehicle with driver – Small vehicle	\$ 36.63	\$ \$131,904.63
3	Software/ Application management cost	\$ 0	\$ 0
4	Deployment/On-Boarding cost	\$ 0	\$ 0
5	Flexible Hourly fee (Special events, weekends, holidays etc. if applicable)	\$ 35.00	\$ \$35.00/hr
SUB-TOTAL			\$ \$131,904.63

MICRO TRANSIT PROGRAM – WESTSIDE

Item No.	Description	Hourly Cost	Total
1	Hourly fee per vehicle with driver – Large vehicle	\$ 44.89	\$ N/A
2	Hourly fee per vehicle with driver – Small vehicle	\$ 36.63	\$ \$131,904.63
3	Software/ Application management cost	\$ 0	\$ 0
4	Deployment/On-Boarding cost	\$ 0	\$ 0
5	Flexible Hourly fee (Special events, weekends, holidays etc. if applicable)	\$ 35.00	\$ 35.00/hr
SUB-TOTAL			\$ \$131,904.63

SENIOR MICRO TRANSIT PROGRAM OPTION - MIDTOWN

Item No.	Description	Hourly Cost	Total
1	Hourly fee per vehicle with driver – Large vehicle	\$ 44.89	\$ N/A
2	Hourly fee per vehicle with driver – Small vehicle	\$ \$36.63	\$ \$131,904.63
3	Software/ Application management cost	\$ 0	\$ 0
4	Deployment/On-Boarding cost	\$ 0	\$ 0
5	Flexible Hourly fee (Special events, weekends, holidays etc. if applicable)	\$ \$35.00	\$ \$35.00/hr
SUB-TOTAL			\$ \$131,904.63

SECTION 6: Cost Detail

BID/PROPOSAL FORM

SENIOR MICRO TRANSIT PROGRAM OPTION – MIDTOWN EXPANSION

Item No.	Description	Hourly Cost	Total
1	Hourly fee per vehicle with driver – Large vehicle	\$ 44.89	\$ N/A
2	Hourly fee per vehicle with driver – Small vehicle	\$ 36.63	\$ 131,904.63
3	Software/ Application management cost	\$ 0	\$ 0
4	Deployment/On-Boarding cost	\$ 0	\$ 0
5	Flexible Hourly fee (Special events, weekends, holidays etc. if applicable)	\$ 35.00	\$ 35.00/hr
SUB-TOTAL			\$ 131,904.63

SENIOR MICRO TRANSIT PROGRAM OPTION – EASTSIDE

Item No.	Description	Hourly Cost	Total
1	Hourly fee per vehicle with driver – Large vehicle	\$ 44.89	\$ N/A
2	Hourly fee per vehicle with driver – Small vehicle	\$ 36.63	\$ 131,904.63
3	Software/ Application management cost	\$ 0	\$ 0
4	Deployment/On-Boarding cost	\$ 0	\$ 0
5	Flexible Hourly fee (Special events, weekends, holidays etc. if applicable)	\$ 35.00	\$ 35.00/hr
SUB-TOTAL			\$ 131,904.63

SENIOR MICRO TRANSIT PROGRAM OPTION – WESTSIDE

Item No.	Description	Hourly Cost	Total
1	Hourly fee per vehicle with driver – Large vehicle	\$ 44.89	\$ N/A
2	Hourly fee per vehicle with driver – Small vehicle	\$ 36.63	\$ 131,904.63
3	Software/ Application management cost	\$ 0	\$ 0
4	Deployment/On-Boarding cost	\$ 0	\$ 0
5	Flexible Hourly fee (Special events, weekends, holidays etc. if applicable)	\$ 35.00	\$ 35.00/hr
SUB-TOTAL			\$ 131,904.63

ITB No. 102-24; Micro Transit Program - Term Contract

Page | 43

SECTION 6: Cost Detail

BID/PROPOSAL FORM

ADDITIONAL FEES – IF APPLICABLE

Item No.	Description	Unit Cost	Total
1	N/A	\$	\$
2	N/A	\$	\$
3	N/A	\$	\$
4	N/A	\$	\$
5	N/A	\$	\$
GRAND TOTAL			\$

GRAND TOTAL

Item No.	Description	Total
1	Micro Transit Program – All Zones	\$ \$791,427.78
2	Senior Micro Transit Program Option – All Zones	\$ \$527,618.52
Grand Total – Micro Transit Program		\$ \$1,319,046.30

Provide specifications for each Large and small vehicle that is being proposed for this project including seating capacity, make and model.

*** The City reserves the right to increase/decrease quantities**

<i>Number of Calendar Days for service startup</i>	60 Days
--	---------

SECTION 6: Forms

GUARANTEE OF PROPOSAL

Name of Company: Beefree, LLC d/b/a Freebee

Street Address: 2312 N Miami Ave

<u>Miami</u>	<u>FL</u>	<u>33127</u>
City	State	Zip

Mailing Address: 371 NE 61st St, Miami, FL 33137

Phone No.: 215-370-5699 Fax#: _____

Email Address: Jason@ridefreebee.com

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the

State of Florida: ☒ Yes ☐ No If yes, License #: _____

State of Florida Corporation ID # (From Secretary of State): L12000028728

Federal Employer Identification Number (FEIN): 45-4659887

IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.

Claudia Rios
Witness

NS
Witness

Corporate Seal (Where appropriate)

Jason Spiegel
(Authorized Signature in Ink or Electronic)

Jason Spiegel
(Printed Name of Above Signer)

Managing Partner
(Printed Title of Above Signer)

10/21/24
(Date Signed)

By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.



EXHIBIT “C”

(Documentation required by the City submitted
by the Contractor during the solicitation period
prior to Notice of Award)

SECTION 6: Forms

TRUTH IN NEGOTIATION STATEMENT

TRUTH IN NEGOTIATION STATEMENT

Sworn Statement to be returned with Response to Solicitation

STATE OF Florida

COUNTY OF Miami Dade

Before me, the undersigned authority, personally appeared Jason Spiegel,
who, after being duly sworn, deposes and says as follows:

1. This sworn statement is submitted by Beefree LLC, d/b/a Freebee, (entity submitting sworn statement), whose business address is 371 NE 61st St, Miami, FL 33133 and its Federal Employer Identification Number (FEIN) is 45-4659887. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____).
2. My name is Jason Spiegel (please print name of individual signing), and my relationship to the entity named above is Managing Partner, and I have personal knowledge of the statements made herein. I also have the authority to make this statement on behalf of Beefree LLC, (entity submitting sworn statement).
3. Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the City requires the Respondent to execute this certificate.
4. I attest that any wage rates and other factual unit costs shown to the City, required by the City, or reflected in the Response to the City solicitation which resulted in this Contract are accurate, complete, and current. I further agree that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the City, whichever is later.

FURTHER AFFIANT SAYETH NAUGHT.

SECTION 6: Forms

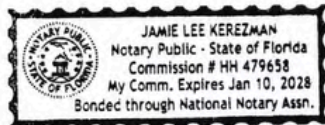
TRUTH IN NEGOTIATION STATEMENT

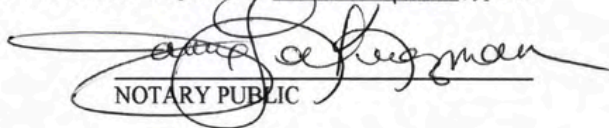
NOTARY BLOCK FOR A LIMITED LIABILITY COMPANY:

STATE OF Florida
COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10/21/24 (date) by Jasen Spiegel (name of member, manager, officer, or agent, title of member, manager, officer or agent), of Beefree LLC (name of company acknowledging), a FL (state or place of formation) limited liability company, on behalf of the company, who is personally known to me or who has produced Florida Driver's License (type of identification) as identification.

My commission expires:




NOTARY PUBLIC

SECTION 6: Forms

PROPOSER'S CERTIFICATION

ACKNOWLEDGMENT OF PROPOSER, IF A LIMITED LIABILITY COMPANY

STATE OF Florida SS
COUNTY OF Miami Dade
On this 21 day of October, 2024 before me, the undersigned authority, personally appeared Jason Spiegel to me known to be the individual described in and who executed the foregoing instrument as managing partner of Bayfree LLC, a Florida company, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the company's Board of Directors or other appropriate authority of said company, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

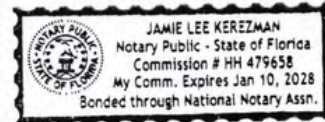
WITNESS my hand and official seal the date aforesaid.

Jamie Lee Kerezman
(Signature of Notary Public)

Jamie Kerezman (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known ☒ or product identification _____

Type of identification produced _____ (NOTARY'S SEAL)



SECTION 6: Forms

FORMS

Fill in Form

FORM A-1

CONFLICT OF INTEREST DISCLOSURE FORM

- I HEREBY CERTIFY that
1. I (*printed name*) Jason Spiegel am the (*title*) Managing Partner and the duly authorized representative of the firm of (*Firm Name*) Beefree LLC, d/b/a Freebee whose address is 371 NE 61st St, Miami, FL 33137, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,
 2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; And,
 3. This proposal 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.

EXCEPTIONS (List)

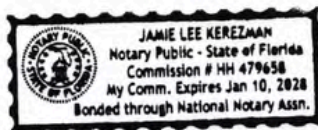
Firm Name: Beefree LLC, d/b/a Freebee
Printed Name: Jason Spiegel
Signature: [Signature] Title: Managing Partner
Date: 10/22/24

STATE OF Florida
COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10/21/24 (date) by Jason Spiegel (name of officer or agent, title of officer or agent), of Beefree LLC (name of corporation acknowledging), a FL (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or who has produced Florida Driver's License (type of identification) as identification.

[Signature]
NOTARY PUBLIC

My Commission Expires: 1/10/28



RFSP No. 102-24; Micro Transit Program – Term Contract

Page | 51

SECTION 6: Forms

FORMS

Fill in Form

FIRM PROFILE

1. Firm (or joint venture) Name & Address Beefree LLC, d/b/a Freebee 371 NE 61st St Miami, FL 33137	1e. Licensed to do business in the State of Florida ☒ Yes ☐ No 1f. Name, Title & Telephone Number of Principal to Contact Jason Spiegel Managing Partner 305-330-9450
1a. Firm is ☒ National ☒ Regional ☒ Local FEIN # <u>45-4659887</u> 1b. Firm is a County Certified Small Business ☐ Yes ☒ No 1c. Firm is a County Certified Disadvantage Business Enterprise ☐ Yes ☒ No 1d. Firm is a Certified Minority Business ☐ Yes ☒ No	1g. Address of office to perform work, if different from Item 1
2. Please list the number of people by discipline that your firm/joint venture will commit to City projects. Dedicated Staff: 9 Drivers - 6 Team Leaders - 2 Performance Manager - 1 Support Staff: 15	
3. If submittal is by joint venture list participating firms and outline specific areas of responsibility (including administrative, technical, and financial) for each firm: N/A 3a. Has this joint venture previously worked together? ☐ Yes ☐ No	

SECTION 6: Forms

PUBLIC ENTITY CRIMES

Fill in Form

SWORN STATEMENT UNDER SECTION 287.133(3)(a) FLORIDA STATUTES

TO BE RETURNED WITH BID

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for RSFP NO 102-24.
2. This sworn statement is submitted by Beefree LLC, d/b/a Freebee (entity submitting sworn statement), whose business address is 371 NE 61st St, Miami, FL 33137 and its Federal Employer Identification Number (FEIN) is 45-4659887. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____).
3. My name is Jason Spiegel (please print name of individual signing), and my relationship to the entity named above is Beefree LLC.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a) A predecessor or successor of a person convicted of a public entity crime; or
 - b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charges with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate

ITB No. 102-24; Micro Transit Program - Term Contract

Page | 54

SECTION 6: Forms

PUBLIC ENTITY CRIMES

Fill in Form

of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

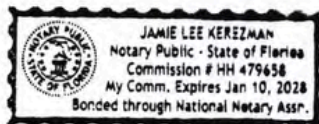
10-22-24
(Date)

STATE OF Florida

COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me this 21 Day of October, 2024 by Jason Spiegel, who is personally known to me or who has produced Florida Drivers as identification.

NOTARY SEAL



NOTARY PUBLIC

SIGN: Jamie Lee Kerezman

PRINT: Jamie Kerezman

Notary Public, State at large

My Commission Expires: 1/10/28

SECTION 6: Forms

NON-COLLUSION CERTIFICATION

Fill in Form

TO BE RETURNED WITH BID

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.

NAME

RELATIONSHIP

Witnesses:

Claudia Miro
Typed name: Claudia Miro

NS
Typed name: Natalie Spiegel

BIDDER:

By: Jason Spiegel
Name: Jason Spiegel

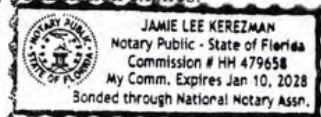
Title: Managing Partner

STATE OF Miami Florida

COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization, this 10/21/24 (date) by
Jason Spiegel who is personally known to me or
who has produced Florida Drivers as identification

My commission expires:



Jamie Lee Kerezman
NOTARY PUBLIC

RFSP No. 102-24; Micro Transit Program – Term Contract

Page | 58

SECTION 6: Forms

DRUG-FREE WORKPLACE

Fill in Form

STATEMENT UNDER SECTION 287.087 FLORIDA STATUTES

TO BE RETURNED WITH BIDDER

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

As the person authorized to sign this statement, I certify that this company complies with the above requirements.

Signature

Beefree LLC, d/b/a Freebee

Bidder Name

Jason Spiegel

Printed Name

10/21/24

Date

GENERAL TERMS AND PROVISIONS

1. PROPOSALS

Prices must be quoted on the sheet furnished by this Department; no other will be accepted. All prices quoted F.O.B. Plantation, Florida.

The responsibility for getting the Proposal to the City on or before the stated time and date will be solely and strictly the responsibility of the Proposer. The City will in no way be responsible for delays caused by the United States Postal Service or a delay caused by any other occurrence.

The Proposer shall be responsible for reading and completely understanding the requirements and specifications of the item(s) being proposed. Proposal time will be scrupulously observed. Under no circumstances will Proposals be submitted after the time specified be considered.

Proposals must be received electronically ONLY via the Demand Star website (<https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/>). Proposals not received electronically via Demand Star will be rejected.

2. EXCEPTIONS TO PROPOSAL

The Proposer will list on a separate sheet of paper any exceptions to the conditions of this Proposal. This sheet will be labeled "EXCEPTIONS TO PROPOSAL CONDITIONS," and will be attached to the Proposal. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

3. MODIFICATION OR WITHDRAWAL OF PROPOSAL

Proposers may request withdrawal of a posted Proposal/proposal prior to the scheduled Proposal opening time provided the request withdrawal is submitted to the Procurement Department, in writing. Withdrawn Proposals may be resubmitted up to the time designated for the receipt of Proposals if they are then fully in conformance with the Information/Instruction for Proposers.

Proposal security, if any is required, shall be in an amount sufficient for the Proposal as modified or resubmitted.

4. RIGHT TO REJECT PROPOSALS

The City reserves the right to reject all Proposals/proposal, to waive any informalities or minor irregularities in the Proposals/proposals received, and to accept that Proposal/proposal which in its judgment, best serves the interest of the City. The City hereby fully retains full discretion to determine the responsiveness of the Proposal/proposal and Proposer's responsibility, character, fitness, and experience to perform the Work.

Proposers may be disqualified, and rejection of Proposals/proposals may be recommended to the City for any of but not limited to the following causes:

- A. Failure to use the proposal form furnished by the City.
- B. Lack of signature by an authorized representative on the Proposal/proposal form.
- C. Failure to properly complete Proposal/proposal.
- D. Evidence of collusion among Proposers. Any evidence of agreement or collusion among Proposers and prospective Proposers acting to illegally restrain freedom of competition by agreement to Proposal a fixed price, or otherwise, will render the Proposals of such Proposers' void.
- E. Advance disclosures of any information given to any Proposer which would give that Proposer any advantage over any other interested Proposer, in advance of the opening of Proposals, whether in response to advertising or an informal request for Proposals, made or permitted by a member of the

GENERAL TERMS AND PROVISIONS

governing body of an employee or representative thereof, will operate to void all proposals of that Proposal solicitation or request.

- F. Omission of Proposal security (if required).
- G. Unauthorized alteration of Proposal form. The City reserves the right to waive any minor informality or irregularity.
- H. Failure to sign and return or acknowledge any addenda.

5. INCONSISTENCIES ON CONDITIONS

In the event there are inconsistencies between the General Provisions and other Proposal terms, or conditions contained herein, the former will take precedence.

6. ADDENDA AND INTERPRETATIONS

- A. If it becomes necessary to revise any part of this Proposal, a written addendum will be provided to all Proposers. The City is not bound by any oral representations, clarifications, or changes made in the written specifications by the City's employees, unless such clarification or change is provided to Proposers in written addendum form from the Procurement Director or designee.

Proposers shall promptly notify the City, prior to submission of their Proposal, of any ambiguity, inconsistency, or error they may discover upon examination of the Proposal and Contract Documents or of the site and local conditions.

- B. No interpretation of the meaning of drawings, specifications or other contract documents will be made to any Proposer orally, nor may the Proposer rely on any such pre-Proposal statements in completing his/her Proposal.
- C. All such interpretations and any supplemental instructions will be in the form of written addenda to the Proposal documents which, if issued, posted to the Demand Star website (www.demandstar.com). The City will not be responsible for any other explanations or interpretations of the Proposal/proposal documents. Failure of any Proposer to receive any such addendum or interpretation shall not relieve any Proposer from any obligation under their Proposal as submitted. All addenda so issued shall become a part of the Contract Documents.
- D. Each Proposer shall ascertain prior to submitting his/her Proposal that he/she has received all Addenda issued, and he/she shall acknowledge receipt and inclusion in his/her proposal of all Addenda.

7. AWARD OF CONTRACT

The Contract/Purchase Order will be awarded to the Proposer whose proposal is determined to be the most advantageous to the City, and whose Proposal is in the best interest of the City. Taking into consideration the evaluation factors and criteria set forth in the RFSP.

- A. The Lowest Proposer is determined by the aggregate amount of the prices set forth in the form of Proposal or the aggregate amount of the Base Proposal, plus any Alternates selected by the City.
- B. A Responsive Proposer shall mean a Proposer who has submitted a Proposal which conforms, in all material respects, to the Proposal Documents.
- C. A Responsible Proposer shall mean a Proposer who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will assure good faith performance. In determining responsibility, the following criteria will be considered:
 - 1. The ability, capacity, and skill of the Proposer to fulfil the contract or provide the service(s) required.

GENERAL TERMS AND PROVISIONS

2. Whether the Proposer can fulfil the contract or provide the service promptly, or within the time specified, without delay or interference.
3. The character, integrity, reputation, judgment, experience, and efficiency of the Proposer.
4. The quality of performance of previous contracts or services. For example, the following information will be considered:
 - a. The administrative and consultant cost overruns incurred by City on previous contracts with Proposer,
 - b. The Proposer's compliance record with contract general conditions on other projects,
 - c. The submittal by the Proposer of excessive and/or unsubstantiated extra cost proposals and claims on other projects,
 - d. The Proposer's record for completion of the work within the Contract Time or within Contract Milestones and Proposer's compliance with scheduling and coordination requirements on other projects,
 - e. The Proposer's demonstrated cooperation with the City and/or other contractors on previous contracts,
 - f. Whether the work performed, and materials furnished on previous contracts, were in accordance with the Contract Documents.
5. The previous and existing compliance by the Proposer with the laws and ordinances relating to contracts or services.
6. The sufficiency of the financial resources and ability of the Proposer to perform the contract or provide the service.
7. The quality, availability and adaptability of the goods or services to the particular use required.
8. The ability of the Proposer to provide future maintenance and service for the warranty period of the contract.
9. Whether the Proposer is in arrears to any Owner on debt or contract or is a defaulter on surety to any Owner.
10. Such other information as may be secured by the City having bearing on the decision to award the contract, to include, but not limited to:
 - a. The ability, experience, and commitment of the Proposer to properly and reasonably plan, schedule, coordinate and execute the Work.
 - b. Whether the Proposer has ever been debarred from proposing by any other public or private owner or found ineligible for proposing on any other projects.
 - c. Proposer's litigation history and reputation with owners for whom Proposer has previously worked.
 - d. Whether Proposer's contract on other projects has ever been terminated.
 - e. The purpose of the above is to enable the City to select the Proposal which is in the best interest of the City. The ability of the low Proposer to provide the required bonds (if applicable) will not of itself demonstrate the responsibility of the Proposer.

GENERAL TERMS AND PROVISIONS

8. BRAND NAMES "OR EQUAL"

Manufacturer's brand name and model number are used in these specifications for the purpose of establishing minimum requirement level of quality and standards of performance and design required. This is in no way intended to prohibit the proposing of other manufacturer's items of equal material and function, unless otherwise indicated. Equal (substitution) may be Proposal, providing the product Proposal is found to be equal in quality, standards of performance, design, etc. to item specified, unless otherwise indicated. Where equal is proposed, Proposal must be accompanied by complete factory information sheets (specifications, brochures, etc.) documenting the equipment Proposal as equal. The CITY, after evaluation of the documentation submitted, will determine if products is approved as equal to the specified request.

9. TAXES

The City is tax exempt, therefore all applicable Federal, State and Local Taxes, unless otherwise instructed by the City shall be excluded in the Proposer's Proposal. City reserves the right to direct purchase materials at Contractor's negotiated prices with material providers and thereby generate a tax savings to itself. City may also provide Contractor with Tax Exempt Certification number so that Contractor may purchase City Designated items tax free.

10. COLLUSION CLAUSE

Any evidence of agreement or collusion among Proposers and prospective Proposers acting to illegally restrain freedom of competition by agreement to Proposal a fixed price, or otherwise, will render the Proposals of such Proposers' void.

11. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, neither Proposer nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Proposer will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Proposer shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. Proposer further agrees that Proposer will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

12. ASSIGNMENT OF CONTRACTUAL RIGHTS

It is agreed that the successful Proposer will not assign, transfer, convey or otherwise dispose of the contract or its right, title, or interest in or to the same, or any part thereof, without previous written consent of the City and any sureties.

13. TIMELY DELIVERY

Time will be of the essence for any orders placed because of this Proposal. The City reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the Proposal/proposal form.

14. DEFAULT OF CONTRACT

In case of default by the Proposer or Contractor, the City may procure the items or services from other sources and hold the Proposer or Contractor responsible for any excess costs occasioned or incurred thereby.

15. ACCEPTANCE OF MATERIAL

The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made, and thereafter is accepted to the satisfaction of the

GENERAL TERMS AND PROVISIONS

City. It must comply with the terms herein and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the Proposer and return product to Proposer at the Proposer's expense.

16. DAMAGE

Precautions should be taken to prevent damage to all property. If any materials, equipment, or other property of the City shall be damaged or destroyed by personnel furnished by the Contractor, the Contractor shall, at its own expense, promptly repair or replace same to the complete satisfaction of the City. The Contractor shall repair or replace any property damaged because of failure to provide proper or adequate protection to its original state and to the satisfaction of the Owner. Any property damage should be reported to the onsite Director or Manager immediately.

17. EMPLOYEE CONFLICT

The City of Plantation will not contract with persons, firms, or corporations where a City officer or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest.

18. CONVICTED VENDOR LIST

In accordance with s.287.133(3) (a), Florida Statutes, prospective Proposers are hereby advised as follows:

- A. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods and services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- B. A public entity may not accept any Proposal, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s.287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of public entity crime resulting in that person being placed on the convicted vendor list may not accept any Proposal, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

19. PARTIAL/DUAL PROPOSAL SUBMITTALS

If approved by the City prior to submittal, Proposers may submit partial Proposals for one or more items or represent up to two (2) manufacturer(s) that are deemed as equals or as listed within the Proposal document. City of Plantation reserves the right to award one (1) or multiple vendors.

20. OTHER AGENCIES

All Proposers awarded contracts from this Proposal may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, county, municipality, or other agency be obligated for placing an order for any other city, county, municipality, or agency; nor will any city, county municipality or agency

GENERAL TERMS AND PROVISIONS

be obligated for any bills incurred by any other city, county, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Proposer(s).

21. CONTRACT TERMINATION

The contract may be terminated at any time by the City giving written notice to the Contractor approximately thirty (30) calendar days prior to the desired termination date.

22. DUE DILIGENCE

Due care and diligence have been used in preparing these specifications and related information. However, no warranties are made as to the accuracy and completeness of the required information. It is the responsibility of the Proposer to ensure that they have all the information necessary to affect their Proposal/proposal. The City will not be responsible for the failure on the part of the Proposer to determine the full extent of the risk exposure and Scope of Work required to effectively perform under Contract. Proposers are expected to examine the conditions, Scope of Work, Special Conditions, Technical Specifications, and all instructions pertaining to services involved. Failure to do so will be at the Proposer's risk.

23. ATTORNEY'S FEES

In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigation entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include any costs that are taxable under any applicable statute, rule or guideline, as well as any non-taxable costs reasonably incurred in connection with the dispute, including, but not limited to, costs of investigation, copying, electronic discovery, information technology charges, telephone and mailing costs, consultant and expert witness fees, travel expenses, court reporter fees and transcript charges, and mediator fees, regardless of whether such costs would be otherwise taxable.

24. INCURRED COSTS

City of Plantation is not responsible for expenses incurred in attending any Pre-Proposal Conferences, preparation of proposal documents and submitting a proposal; therefore, such costs shall not be included in submitted proposals.

25. EX PARTE COMMUNICATION

To ensure fair evaluation of proposals/Proposals, ex parte communication initiated by offerors is prohibited from the time the responses are opened until the final decision has been made. No offeror may initiate communication with any City Council Member, or any board member, official, staff, consultant, or employee who is participating in the evaluation process. All communication initiated by an offeror after the responses are opened must be in writing to:

Asha Edwards, Assistant Procurement Director
400 NW 73rd Avenue
Plantation, FL 33317 and/or via email: aedwards@Plantation.org.

The Evaluation Committee/Staff member may, however, initiate communication with any offeror to obtain additional information or clarification necessary for fair evaluation of their Proposal. Ex Parte communication initiated by an offeror may disqualify that offeror from consideration for this or future Solicitations.

26. AUTHORIZATION TO DO BUSINESS IN STATE OF FLORIDA

The City requires all companies who are awarded a Proposal/proposal to provide proof of "active/current" registration with the Florida Department of State; Division of Corporations prior to any start of work or providing of any commodity/good to the City, or as may be exempt by Florida Statutes.

GENERAL TERMS AND PROVISIONS

27. CHANGE ORDERS/ADJUSTMENTS

The City may, at any time, by written order designated or indicated to be a Change Order, make any change or modification in the Work, or add to the Work within the general scope of the Contract specifications to complete the said work.

28. NON-EXCLUSIVE CONTRACT

This is a non-exclusive Contract. The City reserves the option to purchase any service(s), materials, or equipment from an alternate source.

29. CONTRACT TERMS/OPTION

A. This Contract shall be in effect until the City has acknowledged receipt of equipment and or services and has noted no damage, defects, or deficiencies.

1. Prices must be valid and remain the same for the initial term.

B. Unless otherwise amended in writing and endorsed by both parties prior to the beginning of each respective renewal period all covenants and agreements of the contract shall remain in full force and effect with the only change being in the contract term.

C. The proposed term of this contract shall be an initial term of three (3) years with the option to renew for two (2) additional two (2) year periods.

30. LICENSES AND PERMITS

The Contractor and/or (if applicable) their subcontractors must have and maintain at their expense all necessary and applicable licenses, and certifications, obtain and pay for all permits and inspections, and comply with all laws, ordinances, regulations, and building code requirements applicable to the required services. The Contractor and any of their subcontractors must be licensed by the State of Florida, Broward County, or the City of Plantation to perform all applicable work required under this contract. A copy of the Contractor's license(s) should be submitted to the City's Procurement Department with their Proposal. In the performance of these services, Contractor will fully comply with all the laws and regulations of all Federal, State, County, City and of other governmental authorities or agencies as required by reason of these services or duties to be performed hereunder. Contractor will hold the City harmless from any liability which may be imposed upon City by reason of any alleged violation of the law by Contractor, or for failure to pay taxes or secure necessary licenses or permits. Damages, penalties or fines imposed on the CITY or CONTRACTOR, for failure to obtain and maintain required licenses, certifications, permits or inspections shall be borne by the CONTRACTOR. The CONTRACTOR shall be familiar with all federal, state, and local laws that may affect the goods and services being provided.

If applicable, the Contractor shall secure and pay for all maintenance of traffic (MOT), construction permits, City permits, fees and licenses, etc. associated with the work/services and shall pay for all governmental charges, inspection fees, and fines incurred by Contractor for their negligence, error or omission. The City would assist the Contractor, if possible, in obtaining such permits and licenses. The Contractor shall also be responsible to pay all fees, costs, and expenses in connection with the applications, processing, and securing of approvals or permits from all governmental authorities which have jurisdiction over all aspects of this work.

31. BEST & FINAL OFFERS

If it is determined by the Procurement Director that a Best and Final Offer should be considered in conjunction with Proposal submittals (i.e., tie Proposals, etc.), a Best and Final Offer request will be issued to the top two (2) lowest, responsive, and responsible Proposers. A date and time will be set by the Procurement Director or their designee for Best and Final Offer submissions.

GENERAL TERMS AND PROVISIONS

32. GOVERNING LAW AND VENUE

The Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to the Agreement shall be in Broward County, Florida.

33. COOPERATION WITH THE BROWARD COUNTY OFFICE OF INSPECTOR GENERAL

The Broward County Office of Inspector General (“OIG”) has the authority to review and investigate how governmental contracts are performed and how contractors and vendors (herein, “CONTRACTORS”) are paid. To this end, CONTRACTOR agrees to cooperate with the OIG in the event the Contractor is contacted by the OIG. Such cooperation shall include, answering any questions that may be posed by the OIG, and allowing the OIG to review and copy any of CONTRACTOR’s written material, contract documentation, and financial records that may relate to the formulation, execution, and performance of this Contract. The CONTRACTOR acknowledges and agrees that whatever work or effort is expended by CONTRACTOR in interfacing with the OIG is part of the administrative or overhead or base costs of the services provided by the CONTRACTOR to the CITY, and shall never be a basis for claiming extra or additional compensation under this Contract, or for requesting a change order. The CONTRACTOR’s failure to cooperate fully with the OIG as required by the preceding clause shall be a basis for the CITY claiming the CONTRACTOR is in default, and may, if not timely cured, allow the CITY to terminate this Contract for cause. Unless the CONTRACTOR is instructed otherwise in a specific written and notarized Order signed by the Broward County Inspector General, CONTRACTOR shall advise CITY, in writing and in the same manner as Contractor gives the CITY formal notice under this Contract, each instance, if ever, that the CONTRACTOR is contacted by the OIG, and shall supply the CITY with information necessary to allow the CITY to ensure that the Contractor is fully performing the requirements of this Paragraph. In the absence of this Contract containing a provision concerning to whom the Contractor gives formal notice for matters relating to this contract, such notice shall be in writing, and shall be addressed to the following person, and either faxed or mailed by First Class Mail.

34. SCRUTINIZED COMPANY CERTIFICATION

The company is hereby certifying that they are not on the Scrutinized Companies that Boycott Israel List or that are participating in a boycott of Israel pursuant to Section 287.135, Florida Statutes. Company understands and agrees that pursuant to section 287.135, Florida Statutes, the submission of a false certification; or being placed on the Scrutinized Companies that Boycott Israel List, or engaging in a boycott of Israel; or being placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List; or engaging in business operations in Cuba or Syria will be cause for the CITY to terminate this Agreement and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time..

35. PUBLIC RECORDS

The City of Plantation is public agency subject to Chapter 119, Florida Statutes. The Company shall comply with Florida’s Public Records Law. Specifically, the Company shall:

Keep and maintain public records required by the City to perform the service;

Upon request from the City’s custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Company shall destroy all copies of such confidential and exempt records remaining in its possession after the Company transfers the records in its possession to the City; and

Upon completion of the contract, Company shall transfer to the City, at no cost to the City, all public records in Company’s possession. All records stored electronically by the Company must be provided to the City, upon

GENERAL TERMS AND PROVISIONS

request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

The failure of the Company to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

**CITY CLERK
400 NW 73 AVENUE
PLANTATION, FL 33317
(954) 797-2237
ABEGGEROW@PLANTATION.ORG**

36. PUBLIC AGENCY CONTRACTING

Proposer certifies that it is aware of and complies with the requirements of §448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

- (a) A public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
- (b) If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.
- (c)
 - 1. A public agency, contractor, or subcontractor who has a good faith belief that a person or an entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity.
 - 2. A public agency that has a good faith belief that a subcontractor knowingly violated this subsection, but the contractor otherwise complied with this subsection, shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
 - 3. A contract terminated under this paragraph is not a breach of contract and may not be considered as such. If a public agency terminates a contract with a contractor under this paragraph, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. A contractor is liable for any additional costs incurred by a public agency as a result of the termination of a contract.
- (d) A public agency, contractor, or subcontractor may file a cause of action with a circuit or county court to challenge a termination under paragraph (c) no later than 20 calendar days after the date on which the contract was terminated.

GENERAL TERMS AND PROVISIONS

37. BUY AMERICAN ACT

As required by the Buy American provision, all products must be of domestic origin as required by 41 U.S.C. Ch. 83.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official. The request must include the:

- Alternative substitute(s) that are domestic and meet the required specifications:
 - Availability of the domestic alternative substitute(s) in relation to the quantity ordered
- Reason for exception: limited/lack of availability or price (include price):
 - Price of the domestic product; and
 - Price of the non-domestic product that meets the required specification of the domestic product.

The Contractor agrees that, to the greatest extent applicable, all equipment and products being proposed shall be American-made.

38. RESTRICTION OF USE OF POLYSTYRENE PRODUCTS ON CITY OF PLANTATION OWNED PROPERTY

A. PURPOSE

Expanded polystyrene, a petroleum byproduct commonly known as styrofoam, is neither readily recyclable nor biodegradable and takes hundreds to thousands of years to degrade. Expanded polystyrene is a common pollutant, which fragments into smaller, non-biodegradable pieces that are harmful to marine life, other wildlife, and the environment. The City's goals are to reduce the use of expanded polystyrene by city contractors and special event permittees and encourage the use of reusable, recyclable, or compostable alternatives.

B. DEFINITIONS

City contractor means a contractor, vendor, lessee, concessionaire of the city, or operator of a city facility or property.

Expanded polystyrene means blown polystyrene and expanded and extruded foams that are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion of polymer spheres (expandable bead foam), injection molding, foam molding, and extrusion-blown molding (extruded foam polystyrene).

Expanded polystyrene food service articles means plates, bowls, cups, containers, lids, trays, coolers, ice chests, and all similar articles that consist of expanded polystyrene.

City property or facilities includes, but is not limited to, any buildings, structures, parks or beaches, owned, operated, or managed by the city.

Special event permittee means any person or entity issued a special event permit by the city for a special event on city property or in a city facility.

- C City contractors or special event permittees shall not sell, use, provide food in, or offer the use of expanded polystyrene food service articles in city facilities or on city property. A violation of this section shall be deemed a default under the terms of the city contract, lease, or concession agreement and is grounds for revocation of a special event permit. This subsection shall not apply to expanded

GENERAL TERMS AND PROVISIONS

polystyrene food service articles used for prepackaged food that have been filled and sealed prior to receipt by the city contractor or special event permittee.

- D. Any city contract, lease, or concession agreement entered into prior to the effective date of this section or any special event permit issued prior to the effective date of this section shall not be subject to the requirements of this section, unless the city contractor or special event permittee voluntarily agrees thereto.
- E. The provisions of this section apply only to contracts, leases, or concession agreements entered into after April 1, 2023.

39. PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS

Proposers are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Proposer's social, political, or ideological interests when determining if the Proposer is a responsible Proposer. Proposers are further notified that the City's governing body may not give preference to a Proposer based on the Proposer's social, political, or ideological interests.

40. COMPLIANCE WITH FOREIGN ENTITY LAWS

The company hereby attests under penalty of perjury the following:

- A. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
- B. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
- C. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.0071, Florida Statutes)
- D. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.0071, Florida Statutes)
- E. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)
- F. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
- G. (Only applicable if purchasing real property) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

41. AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06(13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

- A. The Affiant is an adult resident of the State of Florida.

SECTION 6: Forms

GENERAL TERMS AND PROVISIONS

- B. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".
- C. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

GENERAL TERMS AND PROVISIONS

IN WITNESS WHEREOF, this General Provision Document is hereby signed as of the date indicated.

Claudia Spiegel
Witness

NS
Witness

Corporate Seal (Where appropriate)

Jason Spiegel
(Authorized Signature in Ink or Electronic)

Jason Spiegel
(Printed Name of Above Signer)

Managing Partner
(Printed Title of Above Signer)

10/22/2024
(Date Signed)

STATE OF Florida
COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 21 day of October, 2024, by Jason Spiegel, as Managing Partner for Freebee LLC, who is personally known to me or who has produced Florida Drivers as identification.

Notary Public Signature: Jamie Lee Kerezman State of Florida at Large (Seal)

Print Name: Jamie Kerezman

My commission expires: 1/10/28

As the person authorized to sign the statement, I certify that this firm acknowledges and certifies fully with the above general terms and provisions.

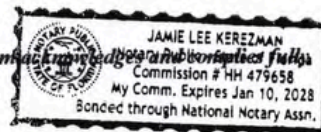


EXHIBIT “D”
(Insurance Requirements)

EXHIBIT “B”

ADDITIONAL INSURANCE REQUIREMENTS

CONTRACTOR shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY’s Risk Manager who can be reached by phone at (954) 797-2210 or email cmorris@plantation.org should you have any questions regarding the terms and conditions set forth in this Article.

CONTRACTOR is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY’s review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement.

Throughout the term of this Agreement, CONTRACTOR and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

A. Worker’s Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440. CONTRACTOR further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

(1) Naming the City of Plantation as an additional insured as CITY’s interests may appear, on General Liability Insurance only, relative to claims which arise from CONTRACTOR’s negligent acts or omissions in connection with CONTRACTOR’s performance under this Agreement.

(2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance**Limits of Liability****GENERAL LIABILITY:**

Minimum \$1,000,000 Per Occurrence and
\$2,000,000 Per Aggregate

* Policy to be written on a claims incurred basis

XX comprehensive form	bodily injury and property damage
XX premises - operations	bodily injury and property damage
XX products/completed operations hazard	bodily injury and property damage combined
XX contractual insurance	bodily injury and property damage combined
XX broad form property damage	bodily injury and property damage combined
XX independent CONTRACTORS	personal injury
XX personal injury	

AUTOMOBILE LIABILITY:

Minimum \$1,000,000 Per Occurrence and \$1,000,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.

XX comprehensive form
XX owned
XX hired
XX non-owned

REAL & PERSONAL PROPERTY

___ comprehensive form	Agent must show proof they have this coverage.
------------------------	--

EXCESS LIABILITY

Per Occurrence Aggregate

XX excess/umbrella	bodily injury and property damage combined	\$5,000,000	\$5,000,000
--------------------	--	-------------	-------------

PROFESSIONAL LIABILITY

Per Occurrence Aggregate

___ * Policy to be written on a claims made basis	\$1,000,000	\$1,000,000
---	-------------	-------------

(3) If Professional Liability insurance is required, CONTRACTOR agrees the indemnification and hold harmless provisions set forth in the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

C. Employer's Liability. If required by law, CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability

Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies; and
- (4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. Waiver of Subrogation. CONTRACTOR hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/29/2025

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

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

PRODUCER Avante-NEA Insurance Group, LLC 8700 W. Flagler St., Suite 401 Miami FL 33174	CONTACT NAME: Nicole Landrau PHONE (A/C, No, Ext): (305) 221-2400 E-MAIL ADDRESS: nlandrau@avante-nea.com FAX (A/C, No): (305) 221-2411
INSURED Beefree Holdings, Inc; Beefree, LLC, DBA: Freebee 371 NE 61st Street Miami FL 33138	INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance Company INSURER B: Arch Specialty Insurance Company INSURER C: Hartwell Insurance Company INSURER D: INSURER E: INSURER F:
	NAIC # 16535 21199 54524

COVERAGES**CERTIFICATE NUMBER:** 25/26 Update Master**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	GLO375996202	01/01/2025	01/01/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y	Y	BAP375996302	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
C	☐ UMBRELLA LIAB ☒ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED RETENTION \$	Y		HARTFB2401	01/01/2025	01/01/2026	EACH OCCURRENCE \$ AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC375996102	01/01/2025	01/01/2026	☒ PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Cyber Liability			C4MQ8253465CYBER2025	01/01/2025	01/01/2026	Limit \$2,000,000 Deductible \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is included as Additional Insured, Primary and Non-Contributory, Waiver of Subrogation apply. Policies contain 30 Days Notice of Cancellation Endt and 10 Days Notice of Cancellation Endt for Non-Payment of Premium.

CERTIFICATE HOLDER**CANCELLATION**

City of Plantation 400 NW 73rd Avenue Plantation FL 33317	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

EXHIBIT “G”
(Acknowledged Addendums)

SECTION 6: Forms

ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Jason Spiegel, on this 21, day of 2024, 2024 hereby
acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No.

RFSP NO. 102-24

Addenda Numbers Received:

1 _____

2 _____

3 _____

4 _____

AUTHORIZED SIGNATURE:



PRINTED NAME OF ABOVE:

Jason Spiegel

TITLE OF ABOVE:

Managing Partner

COMPANY NAME:

Beefree, LLC d/b/a Freebee

ITB No. 102-24; Micro Transit Program - Term Contract

Page | 46



ADDENDUM NO. 1

RFSP No. 102-24

TITLE: Micro Transit Program

DATE: September 17, 2024

TO ALL PROSPECTIVE BIDDERS:

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strike through~~ have been deleted from the bid documents and text in underline has been added.

CHANGES:

By issuance of this addendum please note that the correct pre-bid non-mandatory meeting date is September 20, 2024 at 11:30AM

Bids **must** be submitted on or before **October 15, 2024 at 11:00AM**. Bids must be submitted electronically ONLY via the Demand Star website.

<https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/>

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for RFSP No. 102-24.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

BIDDER'S NAME: _____



ADDENDUM NO. 2

ITB No. 102-24

TITLE: Micro Transit Program – Term Contract

DATE: September 25, 2024

TO ALL PROSPECTIVE BIDDERS:

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strike through~~ have been deleted from the bid documents and text in underline has been added.

QUESTIONS AND ANSWERS

Question No. 1 – With respect to the information provided in VI. Location, on page#31, it states ‘It is anticipated that service areas may be expanded over time. Expansion areas and timing of such expansion shall be determined by the CITY. Additionally, hours and days of operation, and number of vehicles are subject to change depending on the needs and conditions determined by the CITY.’

a) Could the City please provide an estimate of the number of vehicles to be assigned for each proposed zone?

Response No. 1 – The City is seeking the vendors best estimate as to the number of vehicles that will be required.

Question No. 2 - Can the City please provide any estimated or forecasted ridership figures for the proposed pilot micro transit in each zone?

Response No. 2 – No.

Question No. 3 – How many drivers does the Agency currently have? And will those drivers also be available for this Micro Transit project?

Response No. 3 – The City is seeking a proposer who can supply a complete turnkey solution, staff will not be provided by the City.

Question No. 4 – Is subcontracting allowed, e.g., to lease vehicles and house them and to recruit drivers for this project?



Response No. 4 – You can propose a subcontractor however you need to disclose all subcontractors and their references with the bid submittal. Additionally, it is up to the proposer to ensure compliance of subcontractors as per the Scope of Services, General Terms and Provisions and the Instruction to Proposers.

Question No. 5 – What is the budget for this Micro Transit project, for year one and in subsequent years?

Response No. 5 – Year 1 - \$400,000.00, future years to be decided.

Question No. 6 – Is a bid bond or bid security required for this RFP?

Response No. 6 – A bond is not needed at this time.

Question No. 7 – Can the City please clarify which current mobile fare payment platform it is using, and does the vendor need to integrate with the current fare payment system?

a. Are there any other integrations required for this project?

Response No. 7 – The City does not have a fare payment system.

Question No. 8 – Does the City require a white labelled Mobile Application?

Response No. 8 – Review the Scope of Services and suggest the best mobile application for the City.

Question No. 9 – Can the City elaborate on its marketing and advertisement requirements?

Response No. 9 – No.

Question No. 10 – Does the City currently use tablets/MDTs? Is the City willing to purchase MDTs from the vendor?

Response No. 10 – The city does not currently have a transit program. Proposer is responsible for providing a complete turnkey system.

Question No. 11 – With respect to the Scope of Work,

- a) Could the City confirm if electric or hybrid vehicles are required for this project?
- b) Could the City please clarify what percentage share of electric or hybrid vehicles is anticipated for this project?

Response No. 11 – The City is requiring the use of EV for this project as described in the Scope of Services.

Question No. 12 – Does the City have the facility to house the vehicles, or does the vendor need to provide the facility?



Response No. 12 – Proposer should provide options. The area suggested by the City is reflected within the solicitation, see page 68.

Question No. 13 – What is the expected Go-Live date with the new vendor?

Response No. 13 – July 1, 2025.

Question No. 14 – Is there a DBE goal for this project?

Response No. 14 – No.

Question No. 15 – Will the City accept electronic signatures on the forms, cover letter, and price proposal?

Response No. 15 – Yes but note there are forms that must be notarized.

Question No. 16 – Is there a page limit for the technical proposal?

Response No. 16 – The maximum file size, regardless of file type, is 1000MB (1GB) per file.

Question No. 17 – Can the City please provide an extension for the submission of proposals?

Response No. 17 – No.

Bids **must** be submitted on or before **October 15, 2024 at 11:00AM**. Bids must be submitted electronically ONLY via the Demand Star website.

<https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/>

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No.102-24.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your bid.

BIDDER'S NAME: _____



ADDENDUM NO. 3

ITB No. 102-24

TITLE: Micro Transit Program – Term Contract

DATE: October 2, 2024

TO ALL PROSPECTIVE BIDDERS:

The following items are issued to, add to, delete from, modify and clarify the Bid Documents. These items are hereby incorporated into the above referenced bid and shall have full force and effect as the Bid Documents. Bids submitted on the specified due date shall conform to the additions and revisions listed. Text in ~~strike through~~ have been deleted from the bid documents and text in underline has been added.

QUESTIONS AND ANSWERS

Question No. 1 – Could the City please clarify what types of small and large electric vehicles they would prefer and how many passengers the small and large vehicles should accommodate?

Response No. 1 – **Proposer needs to confirm this information based on the scope provided.**

Question No. 2 - According to the Cost Proposal Form on page 41 of the RFSP, does the proposer need to furnish cost estimates for both large and small vehicles for each proposed zone, or can they propose only one type?

Response No. 2 – **Proposer should determine types of vehicles for proposed zones and provide the requisite costs. Review the bid form to confirm costs that have been requested.**

Question No. 3 – As stated in the Cost Proposal Form on page 41 of the RFP, does the vendor need to provide at least one large or small vehicle for each proposed zone?

a. Please elaborate on how many vehicles small and large the City envisions for each zone?

Response No. 3 – **The City expects the Proposer to determine this information.**

Question No. 4 – Can the vendor lease electric vehicles for this project, or must the vehicles be owned by the contractor?

Response No. 4 – **There are no requirements with regard to ownership or lease – that is to be determined by the Proposer.**



Question No. 5 – How many of the vehicles need to be wheelchair capable?

Response No. 5 – As stated within the scope, at least one ADA vehicle should always be available.

Question No. 6 – Can the City please clarify the “Flexible Hourly Fee” for special events, weekends, holidays, etc.?

Response No. 6 – Proposer has to determine their costs. The City is inquiring as to rates for services beyond the standard provided within the RFSP.

Question No. 7 – Does the \$400,000 budget include all four proposed zones of service?

Response No. 7 – \$400k is startup year budget (July 1- Sept. 30). Service expansion is at the discretion of the City.

Question No. 8 – Is it mandatory for the proposer to provide a cost proposal for the optional Senior Micro Transit Program option?

Response No. 8 – Proposer has to determine this information. Bid form reflects all items that costing should be provided on.

Question No. 9 – Does the \$400,000 budget also include this optional Senior Micro Transit Program?

Response No. 9 – \$400k is startup year budget (July 1- Sept. 30). Service expansion is at the discretion of the City.

PLEASE REVIEW THE RFSP DOCUMENT THOROUGHLY BEFORE SUBMITTING A PROPOSAL.

Bids **must** be submitted on or before **October 15, 2024 at 11:00AM**. Bids must be submitted electronically ONLY via the Demand Star website.

<https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/>

Except as modified herein, all other items, terms and conditions and specifications remain unchanged for ITB No.102-24.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your bid.

BIDDER’S NAME: _____

ITEM 8.D

Advisory Board Vacancy: Affordable Housing Advisory Committee

Request

The Commission is requested to make an appointment to fill a vacancy on the Affordable Housing Advisory Committee.

Explanation

Affordable Housing Advisory Committee member Wendy Ford has missed three consecutive meetings in a row. Pursuant to City Code Section 2-146, "any board member who misses three (3) consecutive meetings or at least one half of the meetings of the calendar year shall be considered to have resigned, and a new replacement may be appointed." The new appointee will be appointed for a new three-year term.

Attached are the pre-approved applications for commission consideration which meet the eligibility requirements for the committee under several open categories outlined in the Local Housing Assistance Plan (LHAP).

Recommendation

Appoint a new member to fill an open vacancy on the Affordable Housing Advisory Committee.

REQUESTED CITY COMMISSION ACTION:

Appoint/Reappoint

Department: City Manager

Presenter: Mike Steigerwald

Attachment(s):

1. (AHAC) Applicant - John Rivera (Banking or Mortgage Industry)
2. (AHAC) Applicant - Shawn Tan (Banking or Mortgage Industry)
3. (AHAC) Applicant - John Byrd (Essential Services Personnel)
4. (AHAC) Applicant - Traci Blue (Non-Profit Affordable Housing Provider)

Advisory Board Application



Submitted on	15 July 2025, 5:21PM
Receipt number	47
Related form version	11

Applicant Information

First Name	John
Last Name	Rivera
Street Address	1809 Brockridge Road
City	Kissimmee
State	FL
Zip Code	34744
Phone	3217105626
Email	john.rivera@mottomortgage.com
Name of Employer	Motto Mortgage
Are you a resident of the City of Kissimmee?	Yes, I live in the City of Kissimmee
Do you own/operate a business in the City of Kissimmee?	Yes, I own/operate a business in the City of Kissimmee
Legal Name of Business Owned/Operated by Applicant	Motto Mortgage Premier Solutions (Operate, I Do Not Own)
Street Address of Business Owned/Operated by Applicant	401 Pleasant Street
City of Business Owned/Operated by Applicant	Kissimmee
State of Business Owned/Operated by Applicant	FL
Zip Code of Business Owned/Operated by Applicant	34741

Board Interest & Qualifications

Please select all advisory boards you wish to serve on:	Affordable Housing Advisory Committee
---	---------------------------------------

Please list any community activities, including organizations for which you have volunteered or any boards you have served on.	OSCAR, Boo On Broadway, Hop On Down Town, Caribbean Festival
Please list any special skills or certifications?	20 Years License Mortgage Loan Officer 20 Years License Real Estate Agent
Please attach your resume or proof of qualification and/or licenses.	John Resume.pdf

Demographics & Certifications

Are you a member of any of the following minority groups?	Hispanic
What is your gender?	Male
Are you physically disabled?	No, I am not physically disabled
Signature	

[Link to signature](#)

Advisory Board Application



Submitted on	14 August 2025, 3:30PM
Receipt number	102
Related form version	12

Applicant Information

First Name	Shawn
Last Name	Tan
Street Address	2211 Hillcrest Street
City	Orlando
State	Florida
Zip Code	32803
Phone	4073426761
Email	stan@ochfa.com
Name of Employer	Orange County Housing Finance Authority
Are you a resident of the City of Kissimmee?	No, I do not live in the City of Kissimmee
Do you work in the City of Kissimmee?	No, I do not work in the City of Kissimmee.
Where do you work?	
Work Address	
Type of Business	
Do you own/operate a business in the City of Kissimmee?	No, I do not own/operate a business in the City of Kissimmee
Legal Name of Business Owned/Operated by Applicant	
Street Address of Business Owned/Operated by Applicant	
City of Business Owned/Operated by Applicant	

State of Business Owned/Operated by Applicant

Zip Code of Business Owned/Operated by Applicant

Board Interest & Qualifications

Please select all advisory boards you wish to serve on:	Affordable Housing Advisory Committee
Why do you want serve on the Civilian Police Oversight Board?	
Why do you think you are a good fit for the Civilian Police Oversight Board?	
Please list any community activities, including organizations for which you have volunteered or any boards you have served on.	I participated and implemented Orange County's "Housing for All initiative" to address the lack of affordable housing in the county. In addition, I also implemented various housing programs in Orange County to address the lack of affordable housing.
Please list any special skills or certifications?	I have over 25 years of experience in Federal and State housing related programs, including managing Orange County's Affordable Housing Advisory Committee for 9 years. I was the SHIP administrator for Orange County during this time and I am familiar with SHIP requirements and drafted the Local Housing Assistance Plan (LHAP) for the county.
Please attach your resume or proof of qualification and/or licenses.	Resume Kissimmee.pdf

Demographics & Certifications

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

Signature

[Link to signature](#)

Advisory Board Application



Submitted on	25 November 2025, 3:53PM
Receipt number	144
Related form version	12

Applicant Information

First Name	John
Last Name	Byrd
Street Address	2453 Augusta Way
City	Kissimmee
State	FL
Zip Code	34746
Phone	4072095404
Email	perm77@msn.com
Name of Employer	Polk County Public Schools
Are you a resident of the City of Kissimmee?	Yes, I live in the City of Kissimmee
Do you work in the City of Kissimmee?	No, I do not work in the City of Kissimmee.
Where do you work?	
Work Address	
Type of Business	
Do you own/operate a business in the City of Kissimmee?	No, I do not own/operate a business in the City of Kissimmee
Legal Name of Business Owned/Operated by Applicant	
Street Address of Business Owned/Operated by Applicant	
City of Business Owned/Operated by Applicant	

State of Business Owned/Operated by Applicant

Zip Code of Business Owned/Operated by Applicant

Board Interest & Qualifications

Please select all advisory boards you wish to serve on:	Affordable Housing Advisory Committee Board of Adjustment Civilian Police Oversight Board Historic Preservation Advisory Board Parks & Recreation Advisory Board Pension Board - Fire Pension Board - General Employee Pension Board - Police Planning Advisory Board
Why do you want serve on the Civilian Police Oversight Board?	With my background in behavioral analysis, legal compliance, and documentation, I bring skills that can help evaluate policies, review cases objectively, and recommend improvements grounded in evidence and fairness.
Why do you think you are a good fit for the Civilian Police Oversight Board?	I believe I'm a strong fit for the Civilian Police Oversight Board because I combine expertise in behavioral analysis and legal compliance with a commitment to transparency and fairness. My ability to document clearly, build effective systems, and communicate across diverse audiences allows me to contribute meaningfully to oversight that strengthens both accountability and community trust
Please list any community activities, including organizations for which you have volunteered or any boards you have served on.	I have volunteered extensively in education and healthcare advocacy, mentoring staff and families on behavioral analysis, compliance, and patient care standards. I have participated in community workshops on disability and housing law, and contributed to local advisory committees focused on safety and health. My service reflects a commitment to empowering others and strengthening systems that support equity and accountability.
Please list any special skills or certifications?	My special skills include expertise in behavioral analysis, legal compliance, and clear documentation, combined with certifications in CPR/BLS, HIPAA, and infection control. These qualifications allow me to contribute both technical knowledge and practical, community-centered insight to the Civilian Police Oversight Board.
Please attach your resume or proof of qualification and/or licenses.	CV resume Doctor.docx

Demographics & Certifications

Are you a member of any of the following minority groups?	Black or African American
What is your gender?	Male
Are you physically disabled?	No, I am not physically disabled

Signature

Dr John Byrd

[Link to signature](#)

DR. JOHN W. BYRD JR

2453 Augusta Way, Kissimmee, FL 34746
(407) 209-5404, Johnw.byrd@hotmail.com
LinkedIn.com/in/Dr-john-w-byrd-Jr

PROFESSIONAL SUMMARY

Experienced educator and behavior analyst with a strong background in applied behavior analysis, educational leadership, and program coordination. Passionate about supporting student success through data-driven interventions, culturally responsive practices, and collaborative partnerships, seeking to contribute to a mission-driven organization where I can apply my expertise to drive meaningful outcomes for students and families.

EDUCATION

Doctorate of Education: Nova Southeastern University
Education/Applied Behavior Analysis
Publish Dissertation: "Does Most-to-Least Prompt Fading Lead to Independence in Toothbrushing in Children with Intellectual Disability?"

Master of Science: Nova Southeastern University
Management & Administration Educational Program/Educational Leadership
Internship: Orange County Public Schools

Bachelor of Arts: University of Florida
Fine Arts with extensive coursework in the Classics Department

AREAS OF EXPERTISE

- Applied Behavior Analysis (ABA)
- Functional Behavior Assessment (FBA)
- Educational Leadership & School Law
- IEP Development & Compliance
- Staff Development & Coaching
- Single-Subject Research Design
- Culturally Responsive Practices
- MTSS & Data-Driven Instruction
- Crisis Prevention & De-escalation
- Program Coordination & Monitoring

RESEARCH EXPERIENCE/ PUBLICATION

Dissertation: *Does Most-to-Least Prompt Fading Lead to Independence in Toothbrushing in Children with Intellectual Disability? *

- Published in ProQuest, Nova Southeastern University, 2022

PROFESSIONAL EXPERIENCE

08/2024-Present

Academic Behavior Support Teacher (ABST) Polk County Public School

- Support school teams in developing and implementing behavioral interventions
- Enhance classroom management to increase instructional time and student achievement

08/2023-08/2024

Behavior Specialist/Dean, Orange County Public Schools

- Conducted FBAs and developed BIPs for ESE students
- Supported school-wide discipline, safety, and instructional leadership

07/2022-05/2023

Resource Competency Specialist-ESE, School District of Osceola County

- Served as LEA representative for IEP meetings
- Guided IDEA compliance, curriculum, and behavior support

08/2021-05/2022

Learning Center Teacher, Central Pointe Christian Academy

- Delivered targeted academic interventions aligned with MTSS
- Created and monitored IEPs in a self-contained setting

10/2018 – 10/2021

Registered Behavior Tech, OSCEOLA COUNTY CENTER FOR BEHAVIOR

- Implemented ABA interventions for students with autism
- Collected data and supported communication skill development

08/2015 – 08/2018

Assistant Principal/High School Teacher, POINCIANA CHRISTIAN PREP SCHOOL

- Led school operations, curriculum planning, and student services
- Increased graduation rates by 15%; served on the school board

PRESENTATIONS AND INVITED LECTURES

- Professional Development on Data Collection, Ivey Lane Elementary (2024)
- Team Building Exercises, PCPS (2017)
- 360° Leader – Leading from the Middle, NSU (2012)
- Economic Development Board Presentation, NSU (2012)
- Solar Energy, NSU (2011)
- New Hire Training, Primrose Center Inc. (2006–2008)

PROFESSIONAL TRAINING & CERTIFICATIONS

- Temporary Certificate – Educational Leadership (All Levels), 2022–2027
- Temporary Certificate – Exceptional Student Education (K–12), 2022–2027
- CITI Program Certification (Research Ethics & Compliance)
- Crisis Prevention Institute (CPI) – Initial & Recertification
- Catapult Learning Training – SEL, Differentiation, Engagement Strategies
- Osceola Professional Educator Competency Program (OPEC)
- ESOL Endorsement Competency 1

PROFESSIONAL AFFILIATIONS

- **Behavior Analysis Certification Board (BACB)**, 2018-Present

REFERENCES

Arkil Starke, Ed.D.
Administrative Dean
South University
850-339-7876
drarkilstarke@gmail.com

Al Rawls, M.S.
Alachua County Department of Court Services
Community Service Coordinator
352-301-1422
arawls@alachuacounty.us

Tim Henley, B.S.
Owner of A+ Pallets
CEO
813-598-9165
tball@yahoo.com

Advisory Board Application



Submitted on	21 July 2025, 3:59PM
Receipt number	53
Related form version	11

Applicant Information

First Name	Traci
Last Name	Blue
Street Address	312 Becky Street
City	Orlando
State	FL
Zip Code	32824
Phone	4073101067
Email	Traci@thebrightway.org
Name of Employer	Bright Community Trust
Are you a resident of the City of Kissimmee?	No, I do not live in the City of Kissimmee
Do you own/operate a business in the City of Kissimmee?	No, I do not own/operate a business in the City of Kissimmee
Legal Name of Business Owned/Operated by Applicant	
Street Address of Business Owned/Operated by Applicant	
City of Business Owned/Operated by Applicant	
State of Business Owned/Operated by Applicant	
Zip Code of Business Owned/Operated by Applicant	

Board Interest & Qualifications

Please select all advisory boards you wish to serve on:	Affordable Housing Advisory Committee
---	---------------------------------------

Please list any community activities, including organizations for which you have volunteered or any boards you have served on.	Leadership Osceola, Health Leadership Council of Osceola County, Black Empowerment & Community Council (BECC), Self Help Credit Union Advisory Board, National Association of Real Estate Brokers-Metro Orlando, Athlete Connections Foundation (Scholarship Chair), Orange County Financial Empowerment Center Advisory Council
Please list any special skills or certifications?	MBTI Certified Practitioner, Certificate in Nonprofit Management, Certification of Volunteer Administration, CreditSmart Certified Coach
Please attach your resume or proof of qualification and/or licenses.	Traci D Blue resume 2025.docx

Demographics & Certifications

Are you a member of any of the following minority groups?	Black or African American
What is your gender?	Female
Are you physically disabled?	No, I am not physically disabled
Signature	 Link to signature

Traci D. Blue, CVA

312 Becky Street – Orlando, FL 32824

Cellular 407-310-1067

tracidblue@gmail.com

www.linkedin.com/in/tracidblue-cva

CAREER PROFILE: Driven professional with 20+ years of leadership experience in the fields of community relations, community affairs, volunteer management, public relations, management, training, leadership development and coaching and a passion for working within the Central Florida community, as well as strong attention to detail and robust communication skills

WORK HISTORY:

2020-present

Bright Community Trust

Director, Strategic Community Initiatives-

- Leading the work of the Homeownership Equity Collective to increase BIPOC homeownership in Central Florida by 5,000 households over 5 years
- Responsible for community outreach/engagement, and partnership development in the Central Florida, including Lake, Orange, Osceola and Seminole counties
- Facilitates community partnerships to elevate affordable housing opportunities
- Participates in leadership of community organizations, including Parramore Community Engagement Council, OCPS ACE School Community Leadership Council, Orange County Financial Empowerment Center Advisory Board, Self-Help Community Advisory Board, etc.
- Manage community engagement events, including food delivery programs, neighborhood COVID testing, financial literacy, emergency rental assistance navigation, teen summit, Census participation events, etc.

2018-2020

Orange County Public Schools

Language Arts Teacher, Robinswood Middle School-

- Responsible for pushing in to 6th, 7th and 8th grade classes to assist selected students with meeting iReady benchmarks and increasing reading levels through use of re-teaching and scaffolding strategies, providing motivation and incentives.
- Supporting ELA teams with After-School Tutoring and Saturday Enrichment.

2013-2018

Heart of Florida United Way

Director, Volunteer Resource Center-

- Responsible for leading the development, implementation, maintenance, and evaluation of volunteer engagement strategies, including relationship building, in-kind donations, sponsorship activities, and event coordination, which aim to facilitate people's active participation in community solutions by focusing volunteer efforts on HFUW's Community Investment strategies.
- Responsible for measuring and reporting activity and relevant outcomes, as well as working with executives, individuals, community-based organizations, businesses, government and staff to engage citizens in meaningful, quality volunteer roles that make a measurable difference in the quality of life for people in our community.
- Chaired United Way Worldwide Strategic Volunteer Engagement Committee and served on United Way Worldwide Council of Volunteer and Employee Engagement.
- Participated in organization-wide strategic planning process.

2012-2013

Junior Achievement of Central Florida, Inc.

Program Director, JA Academy –

- Responsible for recruiting and retaining students and mentors, establishing and maintaining community service opportunities, executive speaker series participants, internship opportunities, field trips, job shadowing, etc.
- Develop and implement training programs and training evaluation

- Manage program evaluation and measurement
- Oversee development and implementation of recognition programs
- Develop and maintain relationships with key external community leaders and groups, business leaders, resources and sponsorship investments

2010-2012

A Gift For Teaching

Volunteer Manager –

- Managed volunteer recruiting, placement, scheduling, tracking, training and orientation, etc.
- Filled positions within Free Store and warehouse operations
- Provided volunteers to assist with development, administration and special events
- Wrote columns for AGFT blog spot and quarterly volunteer newsletter
- Provided regular volunteer recognition with minimal budget, including annual volunteer appreciation event
- Managed student community service and court-mandated community service programs
- Utilized volunteers to help ensure that teachers have a positive shopping experience
- Establish and maintain relationships with key community contacts in order to engage community members and organizations in providing supplies and resources for the AGFT Free Store

2002-2009

City of Orlando

Volunteer Program Manager –

- Managed Volunteer Program staff and budget and coordinated volunteer efforts of citizens and employees
- Managed committee of 20+ employee volunteers who organized and executed monthly group volunteer projects and events
- Created and maintained communication section on City intranet to inform staff members of available community outreach/volunteer opportunities
- Served as lead contact for Emergency Support Function 15 (volunteers and donated goods) for the City of Orlando's Emergency Management
- Developed and maintained relationships with multiple community contacts in corporate, non-profit, faith-based and community organizations
- Coordinated several events and projects, such as staff mentoring program with Orange County Public Schools, Mayor's Annual Volunteer Appreciation Reception, Project Homeless Connect, and many more
- Responsible for writing and presenting information, as well as writing talking points for Mayor Dyer about the City of Orlando and its volunteer program
- Developed service projects for various groups visiting Orlando for corporate, youth, and faith-based conferences

2000-2002

INROADS/Central Florida, Inc.

Intern Relationship Manager –

- Scheduled and coordinated all intern, corporate, and Talent Pool training
- Coached and advised interns on academic and career issues
- Managed INROADS Student Association and INROADS Alumni Association
- Managed internal database for records and reporting
- Conducted trainings and presentations for interns and corporations
- Planned and implemented various events, including the Annual Awards Banquet
- Produced annual banquet programs, including bios, advertisements, award nominees, etc.
- Managed relationships with local corporate partners/sponsors, local high schools and Florida colleges

1998-1999

Orlando Solar Bears & Orlando Miracle (RDV Sports)

Community Relations Coordinator –

- Coordinated all community relations programs and events for the Orlando Solar Bears (IHL hockey team) and the Orlando Miracle (WNBA basketball team), including programs such as: Reading Is Your Goal, Florida Hospital Ice Pack, Miracle at Midnight, Coach Peck's Kids, and many others
- Worked closely with OMYF staff and programs

- Developed and maintained partnerships with Orange and Seminole county schools, including Partners in Education programs, as well as local and national non-profits
- Served as community relations representative on behalf of both teams
- Miracle and Solar Bears community relations/outreach programs affected over 10,000 Central Floridians per year

1995-1998

Orlando Solar Bears (RDV Sports)

Senior Ticket Sales Representative –

- Sold hockey season tickets and maintained season ticket accounts, both individual and corporate accounts
- Set up and implemented group sales plans and birthday party packages
- Contributed to selling 5,500 season ticket packages for inaugural season

1991-1995

Orlando Magic (RDV Sports)

Assistant Director Publicity/Media Relations Non-Basketball –

- Handled all non-basketball publicity/media relations-including all community relations, promotions, player media and community relations appearances, and business aspects of the Orlando Magic
- Coordinated marketing and sale of publications and photos
- Wrote and co-edited copy for *Magic Magazine*, team's monthly magazine, *HOOP*, game program, and *Magic Fax Break*, team's bi-weekly fax newsletter,
- Selected and managed staff of interns
- Worked closely with NBA Media Relations and Community Relations staff

PROFESSIONAL/COMMUNITY AFFILIATIONS:

Leadership Osceola 2025
 Leadership Orlando, Class 89
 Leadership Seminole, Class 32
 Orlando/Orange County COMPACT Board of Directors (Former Chair)
 Strong Towns Leadership Team
 Florida Association of Volunteer Resource Management Board of Directors
 Athlete Connections Board of Directors
 Parramore Community Engagement Council (Housing Committee Chair)

PREVIOUS COMMUNITY AFFILIATIONS:

United Way Worldwide Volunteer & Employee Engagement Council member
 United Way Worldwide Strategic Volunteer Engagement Committee (Chair)
 UCF Alumni Association Board of Directors (Exec. Committee)
 UCF Alumni Community Volunteer Chapter (Former Chair)
 Orange County Boys & Girls Club Board of Directors (Vice-Chair)
 Orlando Community Relations Club Member
 Orlando Regional Corporate Volunteer Council Board of Directors
 2008 Jefferson Award Winner
 YMCA Achievers Program Committee member and alumna
 Heart of Florida United Way Loaned Executive
 Heart of Florida United Way Volunteer Center Advisory Committee Member
 Walt Disney World Helping Kids Shine Grants Judges Committee Member
 Eckerd Project Bridge Advisory Council Member
 Council of Volunteer Management of Central Florida member

CERTIFICATION:

Certified in Volunteer Administration
 Certified in Myers Briggs Type Indicator (MBTI)
 Credit Smart Certified Coach
 Certificate in Nonprofit Management

EDUCATION:

B.A. Organizational Communications, University of Central Florida