



Sales Agreement

Compay Two LLC (Seller) hereby agrees to sell a 2003 Oshkosh Striker 1500 ARFF to City of Lakeland on behalf of its municipal airport, Lakeland Linder International Airport (Buyer) for the sum of \$575,000.00 (Five-Hundred Seventy-Five Thousand Dollars and 0/100).

Apparatus: 2003 Oshkosh Striker 1500, Stock # Co-7107, VIN: 10TBKAK153SO78230

Buyer Info: City of Lakeland / Lakeland Linder International Airport

Seller Info: Company Two LLC, 283 Foster St., Varnville, SC 29944

Terms and Conditions of Sale:

(1) Services Included: Seller will complete all items listed on the attached Addendum.

(2) Warranty: Apparatus will have a one (1) year warranty beginning with date of delivery. The warranty will cover any single component repair due to catastrophic failure in which the cost exceeds \$3,000.00 (Three Thousand Dollars and 0/100) unless repairs are due to operator error, equipment misuse, or substandard maintenance. Apparatus must be maintained to manufacturer's recommended standards or warranty is voided. Total warranty costs paid by Seller to Buyer in the one (1) year warranty period shall not exceed \$57,500.00 (Fifty-Seven Thousand Five Hundred Dollars and 0/100). Apparatus components are engine, transmission, pump, electrical system, axles, and body structure.

(3) Payment and Title: Buyer will submit a 25% down payment of the sales price at the execution of this sales agreement. Buyer will make payment in full to Seller prior to the release of Apparatus for pick up or delivery. Seller will provide title free of lien to Buyer following receipt of payment.

(4) FOB Destination, Freight Collect: Buyer assumes the responsibility of the Apparatus upon delivery of Apparatus to Destination. Delivery to Lakeland Linder International Airport is included in the purchase price.

(5) Jurisdiction: This contract shall be governed by, construed, and enforced in accordance with the laws of Florida. The undersigned by execution and delivery of this Agreement do hereby submit to the exclusive jurisdiction and venue of the state and federal courts of Polk County, Florida and the U.S. District Court in and for the Middle District of Florida, Tampa Division.

(6) Minimum Insurance Requirements: The Seller must maintain insurance, at its own expense, in at least the amounts set forth in Exhibit "A" attached hereto and incorporated by reference throughout the term of this Agreement. The Seller must provide a Certificate of Insurance in accordance with said Insurance Requirements evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Agreement.

(7) Indemnification: Seller shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the Buyer from all suits, actions, or claims of any character brought on account of any injuries or damages received or sustained by Seller in accordance with the indemnification provisions set forth in Exhibit "B,"

This agreement is effective as of April 1, 2024.

[Signature]
Sales Representative
Company Two LLC

March 22, 2024
Date

[Signature]
Authorized Representative
City of Lakeland

04/02/2024
Date

Attest: [Signature]
KELLY S. KOOS, CITY CLERK
CITY OF LAKE LAND, FLORIDA
INCORPORATED
JAN. 1, 1885

APPROVED AS TO FORM
AND CORRECTNESS:

[Signature]
Palmer C. Davis, City Attorney

Addendum to Sales Agreement

Addendum for the contract between Company Two LLC (Seller) and City of Lakeland on behalf of its municipal airport, Lakeland Linder International Airport (Buyer). This addendum names the specific items to be completed on the Apparatus (Stock # Co-7107) by the Seller.

New interior flooring
New headliner needed (falling down)
Center roof window leaking (plate for Roof turret)??
Oil leak in Eng/Trans/PD area
All new 1" booster hose - officer side
3 roll-up door replacement - officer side
All New compartment kick plates
New Michelin tires
Low Attack inop (needs the raise & lower operational)
Water Pump replacement
All new valves
Rebuild air system
Rebuild foam metering system
Add all LED lighting
Add Electronic Akron Roof turret
Rebuild Dry Chem system & blow-down valves
Remove & Re-Core radiator for Re-install
Bumper Turret (Oscillation and park function are inop)
Some gauges need to be replaced in the cab and others.
Right front upper A-arm ball joint boot maybe the joint. Also check lines close to it.
Replace drive-line carrier bearings
Check foam tank drain plug - it appears to have been leaking
Replace Off/ rear Qtr Fender (dent)
Buff & paint as needed
Install graphics

Special notes:

Complete fluid analysis
Remove Generator
Remove elect cord reel
Remove CTI system
Remove Central lube system
All lighting must be switch activated – with the ability to run with all lights
Graphic renderings must be approved my airport
Powder-Coat lower 1/2 similar to Jackson Hole unit
Powder-Coat like previous Striker for Jackson Hole
Powder-Coat ladder on rear if possible
No foam in tank for delivery (empty at this time)
Paint all 4 rims black
ECOLogic Foam test
Complete PM Service
Complete ARFF Certification for 2024

Exhibit "A"

INSURANCE AND SAFETY REQUIREMENTS

1.1. Statement of Purpose

The City of Lakeland (the "City") from time to time enters into agreements, leases and other contracts with Other Parties (as hereinafter defined).

Such Agreements shall contain at a minimum risk management/insurance term to protect the City's interests and to minimize its potential liabilities. Accordingly, the following minimum requirements shall apply:

1.2. City Defined

The term City (wherever it may appear) is defined to mean the City of Lakeland itself, its Commission, employees, volunteers, representatives and agents.

1.3. Other Party Defined

The term Other Party (wherever it may appear) is defined to mean the other person or entity which is the counter-party to the Agreement with the City and any of such Other Party's subsidiaries, affiliates, officers, employees, volunteers, representatives, agents, contractors and subcontractors.

1.4. Loss Control/Safety

Precaution shall be exercised at all times by the Other Party for the protection of all persons, including employees, and property. The Other Party shall comply with all laws, rules, regulations or ordinances related to safety and health, and shall make special effort to anticipate and detect hazardous conditions and shall take such precautionary and prompt action where loss control/safety measures should reasonably be expected.

The City may order work to be stopped at any time, without liability, if conditions exist that present immediate danger to persons or property. The Other Party acknowledges that such stoppage, or failure to stop, will not shift responsibility for any damages from the Other Party to the City.

1.5. Insurance - Basic Coverages Required

The Other Party shall procure and maintain the following described insurance, except for coverage specifically waived by the City of Lakeland, on policies and with insurers acceptable to the City, and insurers with AM Best ratings of no less than A.

These insurance requirements shall in no way limit the liability of the Other Party. The City does not represent these minimum insurance requirements to be sufficient or adequate to protect the Other Party's interests or liabilities, but are merely minimums.

The Commercial General Liability insurance policies shall name the City of Lakeland as additional insured.

The Other Party is responsible for the amount of any deductible or self-insured retention.

1.6. Commercial General Liability

This insurance shall be an "occurrence" type policy written in comprehensive form and shall protect the Other Party and the additional insured against all claims arising from bodily injury, sickness, disease, or death of any person other than the Other Party's employees or damage to property of the City or others arising out of any act or omission of the Other Party or its agents, employees, or Subcontractors and to be inclusive of property damage resulting from explosion, collapse or underground (xcu) exposures. This policy shall also include protection against claims insured by usual personal injury liability coverage, and to insure the contractual liability assumed by the Other Party under the article entitled INDEMNIFICATION, and "Products and Completed Operations" coverage.

The Other Party is required to continue to purchase products and completed operations coverage for a minimum of three years beyond the City's acceptance of renovation or construction properties.

The liability limits shall not be less than: \$2,000,000.00

- Bodily Injury and \$1,000,000
- Property Damage Single limit each occurrence

1.7. Business Automobile Liability

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

The liability limits shall not be less than: \$1,000,000.00

- Bodily Injury and \$1,000,000
- Property Damage Single limit each occurrence

1.8. Workers' Compensation

Workers' Compensation coverage to apply for all employees for statutory limits and shall include employer's liability with a limit of \$100,000 each accident, \$500,000 disease policy limits, \$100,000 disease limit each employee. ("All States" endorsement is required where applicable). If exempt from Worker's Compensation coverage, as defined in Florida Statute 440, the Other Party will provide a copy of State Workers' Compensation exemption.

All subcontractors shall be required to maintain Worker's Compensation.

The Other Party shall also purchase any other coverage required by law for the benefit of employees.

1.9. Excess Liability

This insurance shall protect the Other Party and the additional insured against all claims in excess of the limits provided under the employer's liability, commercial automobile liability, and commercial general liability policies. The policy shall be an "occurrence" type policy, and shall follow the form of the General and Automobile Liability.

The liability limits shall not be less than: \$1,000,000.00

1.10. Evidence/Certificates of Insurance

Required insurance shall be documented in Certificates of Insurance which provide that the City shall be notified at least 30 days in advance of cancellation, nonrenewable, or adverse change.

New Certificates of Insurance are to be provided to the City at least 15 days prior to coverage renewals.

Receipt of certificates by the City, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Other Party's obligation to fulfill the insurance requirements herein.

Exhibit "B"

Indemnification Contractor

To the fullest extent permitted by laws and regulations, and in consideration of the amount stated on any Purchase Order, the Contractor shall defend, indemnify, and hold harmless the City, its officers, directors, agents, guests, invitees, and employees from and against all liabilities, damages, losses, and costs, direct, indirect, or consequential (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising out of or resulting from any acts of negligence, gross negligence or intentional wrongful misconduct in the performance of the work by the Contractor, any Subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable.

In any and all claims against the City, or any of its officers, directors, agents, or employees by any employee of the Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any such Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the City, the Contractor, or any of his Subcontractors. To the extent this Indemnification conflicts with any provision of Florida Law or Statute, this indemnification shall be deemed to be amended in such a manner as to be consistent with such Law or Statute.

Applicability: It is the express intent of the Contractor that this agreement shall apply for the project(s) or time period indicated below. (Check and complete one):

_____ Agreement is applicable to all contracts, purchase orders and other work performed for the City of Lakeland for the time period of not more than five (5) years.

_____ to _____
(Date) (Date)

(OR)

✓ Agreement is limited to Bid #, Purchase Order #, Requisition # _____,
or Contract dated March 22, 2024

Subrogation: The Contractor and his Subcontractors agree by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor or Subcontractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor or Subcontractor agrees to 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 specifically prohibiting such an endorsement, or voids coverage should Contractor or Subcontractor enter into such an agreement on a pre-loss basis.

Release of Liability: Acceptance by the Contractor of the last payment shall be a release to the City and every officer and agent thereof, from all claims and liability hereunder for anything done or furnished for, or relating to the work, or for any act or neglect of the City or of any person relating to or affecting the work of which Contractor has knowledge at the time.

Savings Clause: The parties agree that to the extent the written terms of this Indemnification conflict with any provisions of Florida laws or statutes, in particular Sections 725.06 and 725.08 of the Florida Statutes, the written terms of this indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes and to contain such limiting conditions, or limitations of liability, or to not contain any unenforceable, or prohibited term or terms, such that this Indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida Law.

Company Two LLC

Name of Organization

BY:

[Signature]

Signature of Owner or Officer

E-mail Address

Organization Phone Number

STATE OF: South Carolina

COUNTY OF: Hampton

The foregoing instrument was acknowledged before me, by means of physical presence, this 22 day of March, 2024.

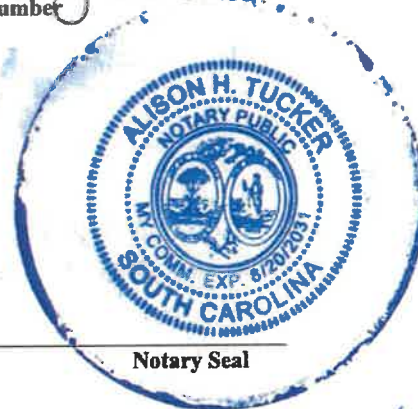
by Quincy Jones, of Company Two LLC.
Printed Name of Owner / Officer Corporate or Company Name

He/She is personally known to me or has produced Personally Known to Me as
State Drivers License Number

identification, and did did not take an oath.

Alison H. Tucker
Signature of Person Taking Acknowledgment

Alison H. Tucker
Printed Name of Person Taking Acknowledgment



Notary Seal

CITY OF LAKE LAND

BY: [Signature]
Joyce Dias, Risk & Purchasing Director

DATE: 4/17/2024