

**AGENDA
CITY COMMISSION MEETING
VENETIAN CENTER, 1 DOZIER COURT
MONDAY, OCTOBER 26, 2020 5:30 PM**

1. CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

2. PROCLAMATIONS

3. PRESENTATIONS

A. Award Recognition for Lt. Gary Barrett from the Commission for Florida Law Enforcement Accreditation's Assessor of the Year for 2019

4. PUBLIC COMMENTS:

This section is reserved for members of the public to bring up matters of concern or opportunities for praise. Issues brought up will not be discussed in detail at this meeting. Issues will either be referred to the proper staff or will be scheduled for consideration at a future City Commission Meeting. Comments are limited to three minutes.

5. CONSENT AGENDA:

Routine items are placed on the Consent Agenda to expedite the meeting. If the Commission/Staff wish to discuss any item, the procedure is as follows: (1) pull the item(s) from the Consent Agenda; (2) vote on remaining items with one roll call vote, (3) discuss each pulled item and vote by roll call

A. CITY COMMISSION MEETING MINUTES:

1. Regular meeting held September 28, 2020

B. PURCHASING ITEMS:

1. Resolutions authorizing execution of two (2) Fixed Unit Price Agreements for lift station repair and rehabilitation and award of Invitation for Bid 200451.

- a. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Fixed Unit Price Agreement with Danus Utilities, Inc. to provide lift station repair and rehabilitation services on an as needed basis.**
- b. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Fixed Unit Price Agreement with Utility Technicians, Inc. to provide lift station repair and rehabilitation services on an as needed basis.**
2. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Amendment 2 to an existing Task Order 6 with GAI Consultants for bidding and construction phase services on the US Customs and Border Protection Facility Renovation for an amount of \$55,610.00; and providing an effective date.**

C. RESOLUTIONS:

1. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Amended Fourth Amendment to Site Agreement for Water Tower Lease with T-Mobile South, LLC; and providing an effective date.**
2. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a reinstatement and extension of Memorandum of Understanding, between the City of Leesburg and the Civil Air Patrol; and providing an effective date.**
3. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Civic Organization Funding Agreements for Fiscal Year 2020-21 with Band Parents Association of Leesburg High School, Inc., Boys and Girls Clubs of Central Florida, Inc., Community Development Corporation of Leesburg, Inc., Downtown Leesburg Business Association, Inc., Leesburg Area Chamber of Commerce, Inc., Leesburg Arts Festival DBA Leesburg Center for the Arts, Leesburg Partnership, Inc., Melon Patch Players, Inc. and West Leesburg Community Development Corporation, Inc.; and providing an effective date.**
4. **Resolution of the City Commission of the City of Leesburg, Florida accepting a Utility Easement to the City of Leesburg from Dominick J. Durante, Jr., and Patricia A. Durante, his wife, for the purpose of granting the City an Easement over the property described therein; and providing an effective date.**

5. **Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Amendment 1 to Public Transportation Grant Agreement, (PTGA) (Financial Project No. 446990-1-94-01) with The Florida Department of Transportation, to amend the project description, to add additional equipment to the project scope at the Leesburg International Airport; and providing an effective date.**
6. **Resolution of the City Commission of the City of Leesburg, Florida, Authorizing the Mayor and City Clerk to execute an Amendment to the Lease between the City of Leesburg (“Landlord”), and RT Orlando Franchise, LP (“Tenant”), related to the location at 9616 US Highway 441, Leesburg, Florida 34788; and providing an effective date.**
6. **PUBLIC HEARINGS AND NON-ROUTINE ITEMS:
COMPREHENSIVE PLAN INFORMATION SIGN-UP SHEET (YELLOW)
AVAILABLE**
 - A. **Resolution of the City Commission of the City of Leesburg, Florida, authorizing the ratification of the Collective Bargaining Agreement with the Professional Firefighters of Leesburg Local 2957, IAFF, AFL-CFO-CLC; and providing an effective date.**
7. **INFORMATIONAL REPORTS:
The following reports are provided to the Commission in accordance with the Charter/Ordinances. No action required.**
8. **CITY ATTORNEY ITEMS:**
9. **CITY MANAGER ITEMS:**
 - A. **COVID Update**
10. **ROLL CALL:**
11. **ADJOURN:
PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE HUMAN RESOURCES DEPARTMENT, ADA COORDINATOR, AT 728-9740, 48 HOURS IN ADVANCE OF THE MEETING.**

F.S.S. 286.0105 "If a person decides to appeal any decision made by the Commission with respect to any matter considered at this meeting, they will need a record of the proceedings, and that for such purpose they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon

which the appeal is to be based." The City of Leesburg does not provide this verbatim record.

DRAFT
MINUTES OF THE CITY COMMISSION MEETING
MONDAY, SEPTEMBER 28, 2020

The City of Leesburg Commission held a regular meeting Monday, September 28, 2020, at the Venetian Center. Mayor Dennison called the meeting to order at 5:30 p.m. with the following members present:

Commissioner Jay Hurley
Commissioner Mike Pederson
Mayor Elise Dennison

Telephone Attendance
Commissioner Dan Robuck

Commissioner John Christian arrived at 5:33 p.m. Also present were City Manager (CM) Al Minner, City Clerk (CC) J. Andi Purvis, City Attorney (CA) Fred Morrison, the news media, and others. Deputy City Clerk (DCC) Victoria Parks was not present.

Alan Reisman gave the invocation followed by the Pledge of Allegiance to the Flag of the United States of America.

PROCLAMATIONS: None

PRESENTATIONS: None

PUBLIC COMMENTS:

Judy Phillips, a Golfview Court resident, stated she received a letter in her water bill notifying them of a raise with the water company. The letter stated she would be billed now and an approval from the commission would be received at a later date. She asked the commission to deny the rate increase. Her bill generally runs about \$46 per month, and she was told it would increase about \$20.

Mayor Dennison stated the City Manager has been informed and will be contacting Ms. Phillips.

CM Minner directed Ms. Phillips to provide her information to Public Works Director (PWD) Cliff Kelsey and he will look into it. The City is not scheduled to have a major water increase, there is a CPI adjustment in the fiscal year '21 budget, which is in the authority of staff to do. We generally do those incrementally pursuant to CPI, so you should not see a major jump like that. So, it is either, you got a notice about an irrigation issue or a meter issue. He reiterated that PWD Kelsey will look into the matter.

CONSENT AGENDA:

Commissioner Christian moved to adopt the Consent Agenda and Commissioner Hurley seconded the motion.

The roll call vote was:

Commissioner Pederson	Yes
Commissioner Robuck	Yes

MINUTES OF THE CITY COMMISSION MEETING TUESDAY, SEPTEMBER 28, 2020

Commissioner Hurley	Yes
Commissioner Christian	Yes
Mayor Dennison	Yes

Five yeas, no nays, the Commission adopted the Consent Agenda, as follows:

CITY COMMISSION MEETING MINUTES:

Regular meeting held September 14, 2020

RESOLUTION 10,719

Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to Execute an Amendment extending the term of an existing Professional Services Agreement for engineering services related to the electric utility on a continuing basis with Booth and Associates, LLC; and providing an effective date.

RESOLUTION 10,720

Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to Execute an Amendment extending the term of an existing Professional Services Agreement for engineering services related to the electric utility on a continuing basis with Power Engineers Incorporated; and providing an effective date.

RESOLUTION 10,721

Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to Execute an Amendment extending the term of an existing Professional Services Agreement for engineering services related to the electric utility on a continuing basis with Leidos Engineering, LLC; and providing an effective date.

RESOLUTION 10,722

Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and the City Clerk to Execute an Amendment extending the term of an existing Fixed Unit Prices Agreement for janitorial supplies with K&S Vacuums & Janitorial Supplies; and providing an effective date.

RESOLUTION 10,723

Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Construction Services Agreement with Evergreen Construction Management, Inc. for construction of the City's new Aquatic Complex for a total cost of \$4,822,000.00; and providing an effective date.

RESOLUTION 10,724

Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to Execute an Amendment Two for additional professional services related to the Aquatic Complex design for an amount of \$23,400.00; and providing an effective date.

RESOLUTION 10,725

Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Fixed Unit Price Agreement for Demolition Services with WHM Services LLC; and providing an effective date.

RESOLUTION 10,726

Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Release of the Automatic Statutory Reservation of Petroleum and Mineral Rights under §270.11(1), Fla. Stat. (2018) on property lying in Lot 13, Hampton Court, Lake County, Florida, as described in the attached Exhibit "A"; and providing an effective date.

PUBLIC HEARINGS AND NON-ROUTINE ITEMS:

CONSIDER CIVIC FUNDING

CM Minner stated at the last budget hearing the commission requested he find another \$50,000 for them to consider an increase in the Civic Funding allocations for fiscal year '21. Staff went back and found \$50,000 for the commission to decide on how they want to allocate that and then, at its next meeting, come back with the civic grant contracts with the funding as discussed.

Mayor Dennison asked if the CM wants the list of the donations tonight. **CM Minner** stated there was not a consensus, but the organizations the commission mentioned were the Partnership, the Center for the Arts, and the Downtown Business Association. **Commissioner Christian** would like to add the West Leesburg CDC.

Commissioner Pederson stated that with all the uncertainty, he would not mind holding some of the money back, as an emergency fund for different groups; however, he does want to provide the DLBA with some amount of money.

Commissioner Hurley stated he thought the groups were the West Leesburg CDC, the Center for the Arts, the Downtown Business Association, and a fourth one. **Mayor Dennison** suggested to get the list together tonight and vote on it at a later date. **CM Minner** stated that the commission spoke of the CDC, the Arts Center, the Downtown Business Association, the Partnership, and the Chamber.

Commissioner Robuck agrees on deciding at a later date; however, he would like to find out from the DBA how much the billboard costs that they are dropping. With all the struggle that the businesses are having getting people back downtown, keeping that billboard should be a priority. **Tracey Samples** stated the billboard cost is \$10,000.

Commissioner Hurley suggested that since we want to do DBA, West Leesburg CDC, and the Center for the Arts, we can allocate those and leave the rest funds remaining as Commissioner Pederson stated, and discuss the remaining money at the next meeting.

Mayor Dennison stated that for the Center for the Arts, that is not an additional \$4,300 that is part of the increase for the '21 budget. So, we need the numbers.

Commissioner Hurley stated that the DBA needs \$10,000 for the billboard and he was thinking \$10,000 for the Center for the Arts, and \$10,000 for the West Leesburg CDC, which will leave \$20,000 for the final two or three groups, whatever is decided.

Commissioner Pederson recommended the Boys and Girls Club and the Chamber for the additional money, if the commission wants to decide tonight.

Commissioner Robuck stated he prefers to see organizations come back with specific proposals for what they want to do; we have already increased their budget, to help them

out in general. They only one he is okay with right now is the billboard, but the rest he would like to see what they will be doing. When we have our conversations at the end of the meeting, about future events, he believes those events will be difficult from a sponsor's standpoint, so they will be coming to the city for help. He wants to make sure we are able to do that.

Mayor Dennison agrees with Commissioner Robuck. She gave an example of the Center for the Arts, stating that if they are awarded another \$10,000 that would be \$25,000 for next year, from the usual \$10,600. She suggested stepping back and having the organizations tell them what they plan to spend that money on.

Commissioner Christian stated, speaking on behalf of the West Leesburg CDC, that they are doing some good, much needed work and they need as much help as they can get to stay alive. His recommendation is to assist them as much as we can. He stated that Ken Thomas works with them and asked Ken to get them to bring a presentation.

Commissioner Hurley asked Maria, with the Center for the Arts, to put a presentation together as well.

Mayor Dennison asked if the commission can approve the \$50,000 to be put into Civic Funding and then finalize during the next meeting.

Commissioner Christian moved to approve \$50,000 to be put into Civic Funding and finalized at the next City Commission Meeting and Commissioner Hurley seconded the motion.

The roll call vote was:

Commissioner Robuck	Yes
Commissioner Hurley	Yes
Commissioner Christian	Yes
Commissioner Pederson	Yes
Mayor Dennison	Yes

Five yeas, no nays, the Commission approved the motion.

PUBLIC HEARING ON THE PROPOSED MILLAGE AND PROPOSED BUDGET FOR FISCAL YEAR 2020-21

ANNOUNCE THE NAME OF THE TAXING AUTHORITY, THE ROLLED BACK RATE, AND THE MILLAGE RATE TO BE LEVIED

Budget Manager (BM) Brandy McDaniel announced the Name of the Taxing Authority is the City of Leesburg, Florida. The proposed Millage Rate of 4.1086 is 0.00% higher than the current year rolled back rate of 4.1086, the Millage Rate to be Levied: 4.1086 Mills per \$1,000.00.

DISCUSS THE PROPOSED AGGREGATE MILLAGE RATE

BM McDaniel stated on July 27, the City Commission approved the tentative millage rate of 4.1086 mills per \$1,000 or the rolled back rate. This is a decrease from the prior fiscal year. Whereas, the proposed budget was developed using 4.1086 mills per \$1,000. Therefore, the tentative millage rate of 4.1086 mills per \$1,000 represents a 0.00%

increase from the current year rolled back rate, and is not a tax increase under TRIM guidelines.

REQUEST COMMENTS FROM THE PUBLIC REGARDING THE MILLAGE RATE

There were none.

ADOPTED RESOLUTION 10,727 FINALLY ADOPTING THE MILLAGE RATE OF 4.1086 PER \$1,000 TAXABLE VALUE FOR FISCAL YEAR 2020-21

Commissioner Christian introduced the ordinance to be read by title only. City Clerk Purvis read the ordinance by title only, as follows:

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA FINALLY ADOPTING 4.1086 MILLS AS THE FISCAL YEAR 2020-21 MILLAGE RATE FOR THE CITY OF LEESBURG, FLORIDA, REPRESENTING THE CURRENT YEAR PROPOSED AGGREGATE MILLAGE RATE OF 4.1086 MILLS WHICH IS 0.00% MORE THAN THE CURRENT YEAR ROLLED BACK RATE; AND PROVIDING AN EFFECTIVE DATE.

Commissioner Hurley moved to adopt the ordinance and Commissioner Christian seconded the motion.

Mayor Dennison requested comments from the Commission and audience. There were none.

The roll call vote was:

Commissioner Hurley	Yes
Commissioner Christian	Yes
Commissioner Pederson	Yes
Commissioner Robuck	Yes
Mayor Dennison	Yes

Five yeas, no nays, the Commission adopted the resolution.

REQUEST COMMENTS FROM THE PUBLIC REGARDING THE FISCAL YEAR 2020-21 BUDGET

There were none.

ADOPTED RESOLUTION 10,728 FINALLY ADOPTING THE FISCAL YEAR 2020-21 BUDGET

Commissioner Hurley introduced the ordinance to be read by title only. City Clerk Purvis read the ordinance by title only, as follows:

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA, ADOPTING THE FISCAL YEAR 2020-21
BUDGET FOR THE CITY OF LEESBURG, FLORIDA; AND
PROVIDING AND EFFECTIVE DATE.**

Commissioner Christian moved to adopt the ordinance and Commissioner Pederson seconded the motion.

Mayor Dennison requested comments from the Commission and audience. There were none.

The roll call vote was:

Commissioner Christian	Yes
Commissioner Pederson	Yes
Commissioner Robuck	Yes
Commissioner Hurley	Yes
Mayor Dennison	Yes

Five yeas, no nays, the Commission adopted the resolution.

ANNOUNCE THE ADOPTED MILLAGE RATE

BM McDaniel stated the adopted millage rate represents the current year proposed aggregate millage rate of 4.1086 mills per \$1,000.00.

**ADOPTED ORDINANCE 20-36 AMENDING THE CITY OF LEESBURG CODE
OF ORDINANCES CHAPTER 10.5 FLOOD DAMAGE PREVENTION AND
PROTECTION**

Commissioner Hurley introduced the ordinance to be read by title only. City Clerk Purvis read the ordinance by title only, as follows:

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA,
AMENDING THE CITY OF LEESBURG CODE OF ORDINANCES
CHAPTER 10.5 FLOOD DAMAGE PREVENTION AND
PROTECTION TO MAKE MODIFICATIONS TO BRING THE
REGULATIONS INTO CONFORMANCE WITH THE MOST
CURRENT FEMA-APPROVED, FLOODPLAIN MANAGEMENT
ORDINANCE FOR FLORIDA COMMUNITIES THAT IS
COORDINATED WITH THE FLORIDA BUILDING CODE;
PROVIDING FOR APPLICABILITY AND SEVERABILITY; AND
PROVIDING AN EFFECTIVE DATE.

Commissioner Pederson moved to adopt the ordinance and Commissioner Christian seconded the motion.

Mayor Dennison requested comments from the Commission and audience. There were none.

The roll call vote was:

Commissioner Pederson	Yes
Commissioner Robuck	Yes
Commissioner Hurley	Yes
Commissioner Christian	Yes
Mayor Dennison	Yes

Five yeas, no nays, the Commission adopted the ordinance.

ADOPTED ORDINANCE 20-37 REZONING APPROXIMATELY 30.53 ACRES FROM P (PUBLIC) AND R-3 (HIGH DENSITY RESIDENTIAL) TO PUD (PLANNED UNIT DEVELOPMENT) FOR A PROPERTY GENERALLY LOCATED EAST OF PICCIOLA ROAD AND NORTH AND SOUTH OF PARK HOLLAND ROAD (JAMES LANDING)

Commissioner Hurley introduced the ordinance to be read by title only. City Clerk Purvis read the ordinance by title only, as follows:

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, REZONING APPROXIMATELY 30.53 ACRES FROM P (PUBLIC) AND R-3 (HIGH DENSITY RESIDENTIAL) TO PUD (PLANNED UNIT DEVELOPMENT) FOR A PROPERTY GENERALLY LOCATED EAST OF PICCIOLA ROAD AND SOUTH OF PARK HOLLAND ROAD AS LEGALLY DESCRIBED IN SECTIONS 14 AND 15, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (James Landing)

Commissioner Hurley moved to adopt the ordinance and Commissioner Christian seconded the motion.

Mayor Dennison requested comments from the Commission and audience. There were none.

The roll call vote was:

Commissioner Robuck	Yes
Commissioner Hurley	Yes
Commissioner Christian	Yes
Commissioner Pederson	Yes
Mayor Dennison	Yes

Five yeas, no nays, the Commission adopted the ordinance.

FIRST READING OF AN ORDINANCE AMENDING THE CITY OF LEESBURG COMPREHENSIVE PLAN FUTURE LAND USE ELEMENT TO ESTABLISH THE NAVAL UNDERSEA WARFARE CENTER OKAHUMPKA "MISSION IMPACT ZONE" FUTURE LAND USE AREA OVERLAY AREA (BUGG SPRING COMP PLAN)

Commissioner Hurley introduced the ordinance to be read by title only. CC Purvis read the ordinance by title only, as follows:

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, RESCINDING ORDINANCE 18-19, AMENDING THE CITY OF LEESBURG COMPREHENSIVE PLAN FUTURE LAND USE ELEMENT TO ESTABLISH THE NAVAL UNDERSEA WARFARE CENTER OKAHUMPKA “MISSION IMPACT ZONE” FUTURE LAND USE OVERLAY AREA; PROVIDING FOR COMPATIBLE LAND USES; PROVIDING FOR APPROPRIATE OBJECTIVES AND POLICIES TO ENSURE COMPATIBILITY AND NOTIFICATION; PROVIDING FOR CONFLICT WITH OTHER ORDINANCES; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Mayor Dennison requested comments from the Commission and the audience. There were none.

Second reading will be October 12, 2020.

FIRST READING OF AN ORDINANCE APPROVING THE NEW GREATER LEESBURG COMMUNITY REDEVELOPMENT AREA PLAN AND EXTENDING THE TERMS FOR THE GLCRA THROUGH THE YEAR 2050.

Commissioner Hurley introduced the ordinance to be read by title only. CC Purvis read the ordinance by title only, as follows:

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ADOPTING THE NEW GREATER LEESBURG COMMUNITY REDEVELOPMENT AREA PLAN FOR THE GREATER LEESBURG COMMUNITY REDEVELOPMENT AGENCY (“CRA”); AND EXTENDING THE TERMS FOR THE GREATER LEESBURG COMMUNITY REDEVELOPMENT AGENCY THROUGH THE YEAR OF 2050; PROVIDING THAT TAX INCREMENT REVENUES DERIVED FROM THE EXISTING REDEVELOPMENT AREA WILL BE DEPOSITED INTO THE ALREADY EXISTING REDEVELOPMENT TRUST FUND; REPEALING CONFLICTING ORDINANCES; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Mayor Dennison requested comments from the Commission and the audience. There were none.

Second reading will be October 12, 2020.

ADOPTED RESOLUTION 10,729 APPOINTING THREE MEMBERS, TWO REGULAR AND ONE ALTERNATE, TO THE LEESBURG PLANNING COMMISSION

Commissioner Hurley introduced the resolution to be read by title only. CC Purvis read the resolution by title only, as follows:

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA, APPOINTING TWO REGULAR MEMBERS
AND ONE ALTERNATE MEMBER TO THE LEESBURG PLANNING
COMMISSION; AND PROVIDING AN EFFECTIVE DATE.

Commissioner moved to adopt the resolution and Commissioner seconded the motion.

Mayor Dennison requested comments from the Commission and the audience.

Commissioner Pederson stated he has been pleased with the Planning Commission over the last year; he is in support of keeping the two current members and recommending Tim Sennett as the alternate.

Commissioner Hurley seconded Commissioner Pederson's comments.

Commissioner Christian stated he would like Nathaniel Sanders; he would like to see 'new blood' on the Planning Commission.

Commissioner Hurley asked why Clell Coleman's application was here and the response was that his seat is one terming out.

Commissioner Christian asked how long had he been on the Planning Commission. **Planning and Zoning Manager (PZM) Miller** responded he is an original member, which dates back to the 1970's.

Commissioner Christian stated that the commission should give new people an opportunity, when people come and express interest. He also stated that the Planning and Zoning recommendations have been contrary to those of the City Council and we have had to override some of their last year decisions. He is good with having some new people on the board.

Commissioner Hurley stated that he did not realize Mr. Coleman's term was expiring, so he would now say, that his recommendation would be Chris Wood and Tim Sennett as regular members and Nathaniel Sanders as the alternate.

All commissioners were okay with Commissioner Hurley's recommendations.

Commissioner Robuck stated he is all for giving new people an opportunity, but he does believe that Mr. Coleman was one of the only commissioners that was consistently in line with this commission, in terms of wanting to see more development, but he has been on for a long time, so he is okay with appointing someone else. He also expressed his interest in doing a workshop with the Planning Commission, because he is worried that they are considering things they are not supposed to, such as capacity of state and county roads.

Commissioner Hurley thinks it would be nice for the City to recognize Mr. Coleman for his years of service. The other Commissioners agreed.

Commissioner Hurley made a motion to appoint Chris Woods and Tim Sennett to the two full-time regular seats with Nathaniel Sanders as the alternate and Commissioner Pederson seconded the motion.

The roll call vote was:

Commissioner Hurley	Yes
Commissioner Christian	Yes
Commissioner Pederson	Yes
Commissioner Robuck	Yes
Mayor Dennison	Yes

Five yeas, no nays, the Commission adopted the resolution.

ADOPTED RESOLUTION 10,730 TO EXECUTE A CIVIC ORGANIZATION FUNDING AGREEMENT WITH LEESBURG CEMETERIES, INC.

Commissioner Hurley introduced the resolution to be read by title only. CC Purvis read the resolution by title only, as follows:

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A CIVIC ORGANIZATION FUNDING AGREEMENT WITH LEESBURG CEMETERIES, INC. DURING FISCAL YEAR 2020-21; AND PROVIDING AN EFFECTIVE DATE.

Commissioner Hurley moved to adopt the resolution and Commissioner Christian seconded the motion.

Mayor Dennison requested comments from the Commission and the audience. There were none.

The roll call vote was:

Commissioner Christian	Yes
Commissioner Pederson	Yes
Commissioner Robuck	Yes
Commissioner Hurley	Yes
Mayor Dennison	Yes

Five yeas, no nays, the Commission adopted the resolution.

COMMISSION DISCUSSION - CONSIDER REOPENING CITY-WIDE EVENTS

Commissioner Hurley stated he knows that there needs to be much discussion, the governor has opened Phase III; it has been coming, and our businesses have been struggling for a long time. Everyone understands that the quality of life has been restricted, but right now we have businesses closing. He expressed his desire to open, stating that Disney and other parks are open. It has been lifted by the governor with limitations that we cannot override (i.e. mask punishments).

Commissioner Robuck agrees with the general idea that we need to be more open and now is the time to start considering certain events, but it is important to know that as a City we never closed any businesses. The executive order was directed to cities that did

elect to close businesses. Also, we do still have some discretion in terms of special events; which ones the city approves or does not approve. Just like the theme parks are open, they are not open to 100% capacity, because that is their decision. He is okay with certain events and feels the City should do everything it can to support those events, as there will be a struggle with the organizations putting them on because of lack of sponsorship and some reduced attendance, etc. In light of that, we also need to be aware of the events done and that they are high quality events. The only one out there that he is concerned about is the idea of Gator Harley trying to do their own October Bikefest. He does not like the idea of another organization trying to do that event; it hurts the brand that the Partnership has built up around that event. We should all be putting our efforts to the spring Bikefest. He is supportive of Gator Harley doing their smaller 500 to 1000-person type events that they have been doing and any way that we can support those would be great. He would not be supportive if anyone came and said let us do a 15,000-person Bikefest in October; once a year has been great for Leesburg. He does not want Leesburg to be like Daytona, where our entire downtown is revolving around Bikefest and bikers. It is a great addition to Leesburg, done once a year.

Commissioner Hurley stated he has been frustrated with the commission because we have had events canceled and the City refused to give out permits. Instead of saying we were restricting those events, we made groups like the Partnership say that they were canceling due to guidelines or precautions and take the 'black eye.' He also stated that what Gator Harley has going on is not like a Leesburg Bikefest, it is Gator Bike Fest; the City Manager has met with them and expressed to him that it is more of a sales event.

Mayor Dennison stated that on Friday, the governor increased the capacity of the bars and restaurants; it still has not been approved or officially issued. She stated we must obtain common sense on what we are telling people to do. For the Art Festival in October, she fully thinks we can let that happen; it is outside and there is not a massive 20,000 people coming. She thinks we can start with that and start having some positive affects in that way.

Commissioner Hurley stated the Gator Bike Fest will be outside, if we have the Brews and Blues it is people in the park outside, if we have the Art Festival or the Beast Feast, it is all outside. We are not a metropolitan area, and if we get 400 in an area, outside of bike fest, we applaud ourselves. He also reiterated that the governor has opened the state back up to Phase III.

Commissioner Pederson stated he is comfortable with small to medium events; people are ready for the quality of life. We must challenge these groups to manage the events in a safe and responsible way. He also supports the Gator Harley event entirely, it falls in his small to medium event bracket. He would not be thrilled to see Bikefest in November; he is fine with it in April. He would really like to see some of these events get going and get the non-profit groups back on their feet.

Commissioner Christian asked for clarification on the name of the Gator Harley event and stated that Commissioner Robuck had a very good point; if we have Leesburg Bikefest and someone has another event and just changes the first name, that does create some issue for him, because it is our signature event that we allow in our city. He does agree with the Mayor that we have to use and encourage common sense, not just for

special events, but for the entire city. He does concur that the governor has given Phase III opening, so we, as a City, do put a lot of pressure on our City Manager to try to manage our different events and organizations that come to offer activities that the city will support. Often times, we will have city employees working these events, so we are asking our employees to assist at these large-scale events, and with that being said, we do allow certain groups to open, which creates a problem, because as Commissioner Hurley stated, some groups get told no and some get told yes; it goes on the borderline of inconsistency. We need to make sure that we are legal with what we are deciding to do. He suggested that if we do move forward, the City Manager needs to get with the Police department and make sure it is very strict on how many people we allow into that small space, because it could become a big event, whether we say 'big' or not. He is not opposed to having an event, we should just use caution. He is not excited about the name and in the future, we should be more caution about the name, so that people will not think that it is in conjunction with the Leesburg Bikefest.

CM Minner stated that in Leesburg once you open restaurants and bars, there is not much more to do; we do not have major theme parks. Having said that, where this body is at is to say 'okay we are ready to do festivals again or special events.' Most of the special events held in the fall are either sponsored by The Partnership or the City, but you have the Art Festival, Beast Feast, Balloon Fest, Christmas House, the parade, etc. He would think under Phase III those events are workable, so if those organizations are ready, he would say come see the special events committee with the City. He stated that it seems a fall or November Bikefest is out of the equation, and as to Gator Harley, he will get with them but he thinks it will be a smaller event. He also stated that Gator Harley doing a Bikefest type event should be something that the City and the Partnership have a say on, as to when a special permit gets issued. A special permit is a major event; he thinks that the issue is not a COVID one, but a copyright and event issue. He already has a meeting scheduled with John from Gator and he believes a fall festival with Gator Harley, under 500 people, is a green light.

Commissioner Hurley stated that he wants to be clearer with Gator Harley.

CM Minner stated that if Gator comes and needs a permit for a special event, it is an event with over 500 people. If their intent is to do a smaller event, which is what they have said, they would not need a special event permit; they will only need an alcohol permit sign off, which is done by the Planning and Zoning Office; that is no issue.

Commissioner Robuck stated he is definitely on board with that. He also stated that their advertisement says "Leesburg Bike Fest may be canceled but not at Harley Davidson." He expressed that, that is where he has an issue. It sounds like they are directly saying that they are still having Leesburg Bikefest or a replacement of the Leesburg Bikefest.

John, Gator Harley representative, stated this event will be by far smaller than the Leesburg Bikefest. He also stated that he does not think they will have more than 500 people on their lot at any one time. He stated that they can change the name to Gator Bike Rally.

INFORMATIONAL REPORTS: None

CITY ATTORNEY ITEMS: None

CITY MANAGER ITEMS:

CARES Act Funding Update

CM Minner stated the County reviewed all of the municipal CARES Act Spend Plans, on Friday, in a workshop session, so they did not formally approve our plans, but he anticipates they will do that tomorrow at their regular meeting. He thinks they thought they were all good plans, creative, but there is a cloud on what is and what is not an eligible expense. The County Manager's response to that was, he felt that the staff, at the County, was in a good position to move forward to determine that. The next step is tomorrow when the County formally puts their stamp of approval on them without changes. It will then go to the state, then we will have our approved spending plan. No timeline on that, but hopefully fairly quick.

Mayor Dennison stated she participated on the workshop call and Leesburg was shining. Hopefully no later than the end of the year, this money will be distributed.

Commissioner Pederson asked the City Manager if he can give a timeline on everything. **CM Minner** replied unfortunately no.

ROLL CALL:

Commissioner Robuck stated this has been a very difficult time for everyone, but he commends staff for remaining professional throughout.

Commissioner Christian stated an evaluation on the City Manager has not been done yet, but he has done an admirable job for our city and has grown tremendously as a City Manager. He gave kudos to him for his professionalism and his restraint.

Commissioner Hurley stated he believes everyone has tried, within the best of our abilities, the intentions pure, but as we move forward, he would like to remind the Commission to never forget that we work for the community and those who elected us.

Commissioner Pederson asked the City Manager if we can go ahead and get the procedures and forms ready, for when the money is approved. **CM Minner** stated that he will have an approval process to present by the October meeting.

Mayor Dennison reminded the commissioners to think about where they want the rest of the money to go. She also stated that last week she attended another groundbreaking for the Leesburg High School Dream Team, which is the construction academy, who did a phenomenal job with Habitat for Humanity and RoMac lumber, as a supporter. This home is off Picciola Road and they are really excited. On Saturday, Ms. Leesburg had their pageant, and this was the first one broadcast live, by Lakefront TV; it was a good pageant. She sent congratulations to all of the winners: Tiny Miss Leesburg – A'Zyrani Taylor, Little Miss Leesburg – Shaylin Shumate, Junior Miss Leesburg – Caliza

MINUTES OF THE CITY COMMISSION MEETING TUESDAY, SEPTEMBER 28, 2020

O'Bryan, Teen Miss Leesburg – Kierstyn Riley, and Miss Leesburg – Riley McDowell. They will serve their term from 2020-2021.

ADJOURN:

The meeting adjourned at 6:37 p.m.

Elise A. Dennison, Mayor

ATTEST:

J. Andi Purvis
City Clerk

Victoria Parks
Deputy City Clerk & Recorder

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.1.

Meeting Date: October 26, 2020

From: Mike Thornton, (Purchasing Manager), Cliff Kelsey, (Public Works Director)

Subject: Resolutions authorizing execution of two (2) Fixed Unit Price Agreements for lift station repair and rehabilitation and award of Invitation for Bid 200451.

Staff Recommendation:

Staff recommends awarding of Invitation for Bid (IFB) 200451 and approval of the resolutions authorizing execution of the Fixed Unit Price Agreements with:

1. Danus Utilities, Inc., and
2. Utility Technicians, Inc.

Analysis:

The City of Leesburg Wastewater Division requires services for the repair and rehabilitation of lift stations. The City has 176 in it's wastewater system. City forces perform most lift station repairs but when a lift station requires more complicated repairs or a complete rehabilitation, the City will normally have the rehabilitation designed and then issue a bid for the work. The purpose of these contracts are to shorten the amount of time required for obtaining pricing for a rehabilitation by using the awarded Contractors.

Procurement Analysis:

The Procurement Division issued Invitation for Bid (IFB) 200451 and invited known Contractors as well as publishing on the City's official e-procurement platform. On October 1, 2020 the City received 4 responses to the IFB.

The total bid amount is based on 57 common items involved in the repair or rehabilitation of a lift station. The bids received for the total costs associate with the 57 tasks or items are listed here. A Final Detailed Bid Tabulation is attached for review.

<u>Supplier Name</u>	<u>Location</u>	<u>Total Base Bid Amount</u>
Danus Utilities, Inc.	Sanford, FL	\$779,633.00
Utility Technicians, Inc.	Umatilla, FL	\$811,600.00
Central Florida Liftstations	Orange City, FL	\$1,143,157.50

RC Utilities, Inc.

Eustis, FL

\$1,266,070.00

Staff has reviewed the bid responses and verified project references of the two (2) lowest bidders, Danus Utilities, Inc. and Utility Technicians, Inc. Staff deems both Contractors to be responsible and having submitted a responsive bid. Application of the City's Local Vendor Preference Policy (LVP) did not result in a change to the rankings.

Staff recommends awarding a contract to each Contractor - Danus Utilities, Inc. and Utility Technicians, Inc.

Options:

1. Approve award of the IFB and approve the resolutions authorizing execution of the Fixed Unit Price Agreements with Danus Utilities, Inc. and Utility Technicians, Inc.; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

There is no fiscal impact at this time by approving this resolution. There will be a fiscal impact as services are ordered under the Agreement. When services are ordered the appropriate approval will be obtained at that time depending on the amount of the order for work.

Submission Date and Time:

5093 LIFT STATION REHABILITATION SERVICES - FIXED UNIT PRICE (200451)			Danus Utilities, Inc Sanford, FL		Utility Technicians, Inc Umatilla, FL		Central Florida Liftstations Orange City, FL		RCM Utilities, LLC Eustis, FL	
Item Description	Estimated QTY	Unit of Measure	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
Lift Station Surface Rehabilitation by Cementitious Lining	100	SQUARE FEET (SF)	\$ 20.00	\$ 2,000.00	\$ 16.00	\$ 1,600.00	\$ 30.00	\$ 3,000.00	\$ 32.00	\$ 3,200.00
Bypass 8 INCH Sewer Setup	5	EACH (EA)	\$ 500.00	\$ 2,500.00	\$ 700.00	\$ 3,500.00	\$ 750.00	\$ 3,750.00	\$ 475.00	\$ 2,375.00
Bypass 10 INCH to 12 INCH Sewer Setup	5	EACH (EA)	\$ 750.00	\$ 3,750.00	\$ 300.00	\$ 1,500.00	\$ 900.00	\$ 4,500.00	\$ 500.00	\$ 2,500.00
Bypass 15 INCH to 18 INCH Sewer Setup	5	EACH (EA)	\$ 1,000.00	\$ 5,000.00	\$ 300.00	\$ 1,500.00	\$ 1,000.00	\$ 5,000.00	\$ 600.00	\$ 3,000.00
Sewer Bypass 4 INCH PUMP	25	PER DAY	\$ 200.00	\$ 5,000.00	\$ 250.00	\$ 6,250.00	\$ 725.00	\$ 18,125.00	\$ 125.00	\$ 3,125.00
Sewer Bypass 6 INCH PUMP	10	PER DAY	\$ 250.00	\$ 2,500.00	\$ 300.00	\$ 3,000.00	\$ 850.00	\$ 8,500.00	\$ 150.00	\$ 1,500.00
Sewer Bypass 8 INCH PUMP	10	PER DAY	\$ 300.00	\$ 3,000.00	\$ 350.00	\$ 3,500.00	\$ 1,000.00	\$ 10,000.00	\$ 190.00	\$ 1,900.00
Furnish and Install PUMP BASE - 4 INCH (Inclusive of pump brackets)	10	EACH (EA)	\$ 2,928.00	\$ 29,280.00	\$ 3,150.00	\$ 31,500.00	\$ 3,750.00	\$ 37,500.00	\$ 2,250.00	\$ 22,500.00
Furnish and Install PUMP BASE - 6 INCH (Inclusive of pump brackets)	5	EACH (EA)	\$ 3,293.00	\$ 16,465.00	\$ 3,800.00	\$ 19,000.00	\$ 4,710.00	\$ 23,550.00	\$ 2,600.00	\$ 13,000.00
Furnish and Install PUMP BASE - 8 INCH (Inclusive of pump brackets)	5	EACH (EA)	\$ 3,330.00	\$ 16,650.00	\$ 5,600.00	\$ 28,000.00	\$ 5,735.00	\$ 28,675.00	\$ 2,800.00	\$ 14,000.00
Re-Construct Lift Station Fillet - 6 FEET Diameter	5	EACH (EA)	\$ 500.00	\$ 2,500.00	\$ 450.00	\$ 2,250.00	\$ 2,135.00	\$ 10,675.00	\$ 1,550.00	\$ 7,750.00
Re-Construct Lift Station Fillet - 8 FEET Diameter	2	EACH (EA)	\$ 650.00	\$ 1,300.00	\$ 500.00	\$ 1,000.00	\$ 2,225.00	\$ 4,450.00	\$ 1,600.00	\$ 3,200.00
Re-Construct Lift Station Fillet - 10 FEET Diameter	2	EACH (EA)	\$ 750.00	\$ 1,500.00	\$ 550.00	\$ 1,100.00	\$ 3,290.00	\$ 6,580.00	\$ 1,850.00	\$ 3,700.00
Re-Construct Lift Station Fillet - 12 FEET Diameter	2	EACH (EA)	\$ 850.00	\$ 1,700.00	\$ 600.00	\$ 1,200.00	\$ 3,380.00	\$ 6,760.00	\$ 1,950.00	\$ 3,900.00
** ITEM HAS BEEN DELETED ** PRICING NOT REQUESTED FOR THIS ITEM **	0		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
REMOVE and REPLACE Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault - 4 INCH (price per each riser)	10	EACH (EA)	\$ 5,900.00	\$ 59,000.00	\$ 6,900.00	\$ 69,000.00	\$ 10,765.00	\$ 107,650.00	\$ 20,350.00	\$ 203,500.00
REMOVE and REPLACE Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault - 6 INCH (price per each riser)	5	EACH (EA)	\$ 7,220.00	\$ 36,100.00	\$ 8,200.00	\$ 41,000.00	\$ 13,100.00	\$ 65,500.00	\$ 23,200.00	\$ 116,000.00
REMOVE and REPLACE Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault - 8 INCH (price per each riser)	5	EACH (EA)	\$ 9,800.00	\$ 49,000.00	\$ 10,200.00	\$ 51,000.00	\$ 17,285.00	\$ 86,425.00	\$ 26,500.00	\$ 132,500.00
REMOVE and REPLACE Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault - 10 INCH (price per each riser)	5	EACH (EA)	\$ 13,300.00	\$ 66,500.00	\$ 13,000.00	\$ 65,000.00	\$ 21,675.00	\$ 108,375.00	\$ 31,500.00	\$ 157,500.00
REMOVE and REPLACE Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault - 12 INCH (price per each riser)	5	EACH (EA)	\$ 16,600.00	\$ 83,000.00	\$ 18,000.00	\$ 90,000.00	\$ 26,345.00	\$ 131,725.00	\$ 41,000.00	\$ 205,000.00
FURNISH and INSTALL 6 FOOT top Slab with 36-INCH x 48-INCH hatch with Safety Grate	5	EACH (EA)	\$ 4,100.00	\$ 20,500.00	\$ 3,300.00	\$ 16,500.00	\$ 5,985.00	\$ 29,925.00	\$ 4,955.00	\$ 24,775.00
FURNISH and INSTALL 8 FOOT top Slab with 36-INCH x 48-INCH hatch with Safety Grate	2	EACH (EA)	\$ 4,900.00	\$ 9,800.00	\$ 3,900.00	\$ 7,800.00	\$ 6,625.00	\$ 13,250.00	\$ 5,380.00	\$ 10,760.00
FURNISH and INSTALL 5-FT x 5-FT Valve Box with 48-INCH x 48-INCH Hatch	5	EACH (EA)	\$ 5,900.00	\$ 29,500.00	\$ 6,300.00	\$ 31,500.00	\$ 9,670.00	\$ 48,350.00	\$ 10,200.00	\$ 51,000.00
FURNISH and INSTALL 6-FT x 6-FT Valve Box with 48-INCH x 48-INCH Hatch	2	EACH (EA)	\$ 6,600.00	\$ 13,200.00	\$ 7,000.00	\$ 14,000.00	\$ 10,440.00	\$ 20,880.00	\$ 11,500.00	\$ 23,000.00
Temporary Bypass Riser - 4 INCH	5	EACH (EA)	\$ 2,800.00	\$ 14,000.00	\$ 4,500.00	\$ 22,500.00	\$ 6,080.00	\$ 30,400.00	\$ 1,250.00	\$ 6,250.00
Temporary Bypass Riser - 6 INCH	2	EACH (EA)	\$ 3,500.00	\$ 7,000.00	\$ 5,200.00	\$ 10,400.00	\$ 6,710.00	\$ 13,420.00	\$ 1,500.00	\$ 3,000.00
Temporary Bypass Riser - 8 INCH	2	EACH (EA)	\$ 5,300.00	\$ 10,600.00	\$ 6,700.00	\$ 13,400.00	\$ 9,155.00	\$ 18,310.00	\$ 2,000.00	\$ 4,000.00
2-INCH SS Dual Guide Rails with Brackets - 10 FT to 15 FT	10	EACH (EA)	\$ 900.00	\$ 9,000.00	\$ 1,500.00	\$ 15,000.00	\$ 2,235.00	\$ 22,350.00	\$ 925.00	\$ 9,250.00
2-INCH SS Dual Guide Rails with Brackets - 15 FT to 20 FT	5	EACH (EA)	\$ 1,000.00	\$ 5,000.00	\$ 1,800.00	\$ 9,000.00	\$ 2,425.00	\$ 12,125.00	\$ 925.00	\$ 4,625.00
3-INCH SS Dual Guide Rails with Brackets - 10 FT to 15 FT	5	EACH (EA)	\$ 1,700.00	\$ 8,500.00	\$ 2,000.00	\$ 10,000.00	\$ 3,270.00	\$ 16,350.00	\$ 1,750.00	\$ 8,750.00
3-INCH SS Dual Guide Rails with Brackets - 15 FT to 20 FT	5	EACH (EA)	\$ 1,800.00	\$ 9,000.00	\$ 2,500.00	\$ 12,500.00	\$ 3,675.00	\$ 18,375.00	\$ 1,750.00	\$ 8,750.00
FURNISH and INSTALL 3-INCH DRAIN	5	EACH (EA)	\$ 400.00	\$ 2,000.00	\$ 700.00	\$ 3,500.00	\$ 635.00	\$ 3,175.00	\$ 400.00	\$ 2,000.00
Drain and Clean Wet Well - 6 FOOT	5	EACH (EA)	\$ 900.00	\$ 4,500.00	\$ 900.00	\$ 4,500.00	\$ 1,200.00	\$ 6,000.00	\$ 700.00	\$ 3,500.00
Drain and Clean Wet Well - 8 FOOT	2	EACH (EA)	\$ 1,100.00	\$ 2,200.00	\$ 1,000.00	\$ 2,000.00	\$ 1,200.00	\$ 2,400.00	\$ 950.00	\$ 1,900.00
Drain and Clean Wet Well - 10 FOOT	3	EACH (EA)	\$ 1,600.00	\$ 4,800.00	\$ 1,300.00	\$ 3,900.00	\$ 1,200.00	\$ 3,600.00	\$ 1,200.00	\$ 3,600.00
Drain and Clean Wet Well - 12 FOOT	3	EACH (EA)	\$ 1,600.00	\$ 4,800.00	\$ 1,600.00	\$ 4,800.00	\$ 1,200.00	\$ 3,600.00	\$ 1,400.00	\$ 4,200.00
CONNECT Lift Station Piping to Existing Force Main - 4 INCH	5	EACH (EA)	\$ 750.00	\$ 3,750.00	\$ 2,100.00	\$ 10,500.00	\$ 1,200.00	\$ 6,000.00	\$ 1,950.00	\$ 9,750.00
CONNECT Lift Station Piping to Existing Force Main - 6 INCH	2	EACH (EA)	\$ 800.00	\$ 1,600.00	\$ 2,200.00	\$ 4,400.00	\$ 1,350.00	\$ 2,700.00	\$ 2,000.00	\$ 4,000.00
CONNECT Lift Station Piping to Existing Force Main - 8 INCH	2	EACH (EA)	\$ 1,100.00	\$ 2,200.00	\$ 2,300.00	\$ 4,600.00	\$ 1,500.00	\$ 3,000.00	\$ 2,400.00	\$ 4,800.00
CONNECT Lift Station Piping to Existing Force Main - 10 INCH	2	EACH (EA)	\$ 1,300.00	\$ 2,600.00	\$ 3,000.00	\$ 6,000.00	\$ 1,700.00	\$ 3,400.00	\$ 2,800.00	\$ 5,600.00
CONNECT Lift Station Piping to Existing Force Main - 12 INCH	2	EACH (EA)	\$ 1,650.00	\$ 3,300.00	\$ 3,200.00	\$ 6,400.00	\$ 2,000.00	\$ 4,000.00	\$ 2,900.00	\$ 5,800.00
FURNISH and INSTALL HDPE Riser Pipe, Bracket, Base Ell and Base Plate in Place of Ductile Iron Riser and Fitting on line Item 16 - 4 INCH (This price will be either added if more or subtracted if less from original base bid price)	2	EACH (EA)	\$ 7,630.00	\$ 15,260.00	\$ 5,800.00	\$ 11,600.00	\$ 7,125.00	\$ 14,250.00	\$ 5,860.00	\$ 11,720.00
FURNISH and INSTALL HDPE Riser Pipe, Bracket, Base Ell and Base Plate in Place of Ductile Iron Riser and Fitting on line Item 17 - 6 INCH (This price will be either added if more or subtracted if less from original base bid price)	2	EACH (EA)	\$ 8,950.00	\$ 17,900.00	\$ 6,600.00	\$ 13,200.00	\$ 8,180.00	\$ 16,360.00	\$ 6,750.00	\$ 13,500.00
FURNISH and INSTALL HDPE Riser Pipe, Bracket, Base Ell and Base Plate in Place of Ductile Iron Riser and Fitting on line Item 18 - 8 INCH (This price will be either added if more or subtracted if less from original base bid price)	3	EACH (EA)	\$ 11,693.00	\$ 35,079.00	\$ 9,200.00	\$ 27,600.00	\$ 8,980.00	\$ 26,940.00	\$ 8,550.00	\$ 25,650.00
FURNISH and INSTALL HDPE Riser Pipe, Bracket, Base Ell and Base Plate in Place of Ductile Iron Riser and Fitting on line Item 19 - 10 INCH (This price will be either added if more or subtracted if less from original base bid price)	3	EACH (EA)	\$ 15,630.00	\$ 46,890.00	\$ 11,000.00	\$ 33,000.00	\$ 10,515.00	\$ 31,545.00	\$ 8,700.00	\$ 26,100.00

Final Detailed Bid Tabulation

FURNISH and INSTALL HDPE Riser Pipe, Bracket, Base Ell and Base Plate in Place of Ductile Iron Riser and Fitting on line Item 20 - 12 INCH (This price will be either added if more or subtracted if less from original base bid price)	3	EACH (EA)	\$ 19,330.00	\$ 57,990.00	\$ 12,000.00	\$ 36,000.00	\$ 11,635.00	\$ 34,905.00	\$ 8,800.00	\$ 26,400.00
REMOVE and REPLACE Existing Potable Water Piping and PRV Valve within Existing and through Existing Valve Vault - 6 INCH	1	EACH (EA)	\$ 2,621.00	\$ 2,621.00	\$ 2,700.00	\$ 2,700.00	\$ 3,400.00	\$ 3,400.00	\$ 2,600.00	\$ 2,600.00
REMOVE and REPLACE Existing Potable Water Piping and PRV Valve within Existing and through Existing Valve Vault - 8 INCH	1	EACH (EA)	\$ 2,590.00	\$ 2,590.00	\$ 3,200.00	\$ 3,200.00	\$ 3,545.00	\$ 3,545.00	\$ 2,890.00	\$ 2,890.00
REMOVE and REPLACE Existing Potable Water Piping and PRV Valve within Existing and through Existing Valve Vault - 10 INCH	1	EACH (EA)	\$ 2,661.00	\$ 2,661.00	\$ 4,000.00	\$ 4,000.00	\$ 5,240.00	\$ 5,240.00	\$ 3,100.00	\$ 3,100.00
REMOVE and REPLACE Existing Potable Water Piping and PRV Valve within Existing and through Existing Valve Vault - 12 INCH	1	EACH (EA)	\$ 2,747.00	\$ 2,747.00	\$ 5,200.00	\$ 5,200.00	\$ 5,310.00	\$ 5,310.00	\$ 3,500.00	\$ 3,500.00
2-INCH Line Stop	1	EACH (EA)	\$ 3,000.00	\$ 3,000.00	\$ 2,700.00	\$ 2,700.00	\$ 3,125.00	\$ 3,125.00	\$ 3,700.00	\$ 3,700.00
4-INCH Line Stop	1	EACH (EA)	\$ 3,350.00	\$ 3,350.00	\$ 3,200.00	\$ 3,200.00	\$ 3,562.50	\$ 3,562.50	\$ 4,300.00	\$ 4,300.00
6-INCH Line Stop	1	EACH (EA)	\$ 4,000.00	\$ 4,000.00	\$ 3,800.00	\$ 3,800.00	\$ 4,375.00	\$ 4,375.00	\$ 4,800.00	\$ 4,800.00
8-INCH Line Stop	1	EACH (EA)	\$ 4,350.00	\$ 4,350.00	\$ 3,900.00	\$ 3,900.00	\$ 4,812.50	\$ 4,812.50	\$ 4,900.00	\$ 4,900.00
10-INCH Line Stop	1	EACH (EA)	\$ 5,250.00	\$ 5,250.00	\$ 4,800.00	\$ 4,800.00	\$ 5,937.50	\$ 5,937.50	\$ 6,400.00	\$ 6,400.00
12-INCH Line Stop	1	EACH (EA)	\$ 5,250.00	\$ 5,250.00	\$ 5,600.00	\$ 5,600.00	\$ 6,875.00	\$ 6,875.00	\$ 6,650.00	\$ 6,650.00
14-INCH Line Stop	1	EACH (EA)	\$ 6,850.00	\$ 6,850.00	\$ 7,200.00	\$ 7,200.00	\$ 8,750.00	\$ 8,750.00	\$ 9,100.00	\$ 9,100.00
16-INCH Line Stop	1	EACH (EA)	\$ 9,250.00	\$ 9,250.00	\$ 9,800.00	\$ 9,800.00	\$ 11,875.00	\$ 11,875.00	\$ 11,300.00	\$ 11,300.00
TOTAL PRICE:			\$779,633.00		\$811,600.00		\$1,143,157.50		\$1,266,070.00	
Local Vendor Preference:										
LVP Tier I Adjusted Low Bid (low bid +5%)			\$818,614.65		N/A		N/A		N/A	
LVP Tier II Adjusted Low Bid (low bid +2%)			\$795,225.66		\$811,600.00		N/A		\$1,266,070.00	

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
A FIXED UNIT PRICE AGREEMENT WITH DANUS UTILITIES, INC. TO
PROVIDE LIFT STATION REPAIR AND REHABILITATION SERVICES ON
AN AS NEEDED BASIS.**

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Mayor and City Clerk are hereby authorized to execute a Fixed Unit Price Agreement with **DANUS UTILITIES, INC.** whose address is 2320 Beardall Avenue, Sanford, Florida 32771 for lift station repair and rehabilitation services as ordered by the City pursuant to Invitation for Bid 200451

THAT all future expenditures for goods or services ordered under this agreement are approved provided the City Commission has appropriated funds in the applicable fiscal year. Should the department fail to budget funds for orders under this agreement or purchases exceed the available funds, City Commission approval for any orders may be required.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 26th day of October 2020.

Mayor

ATTEST:

City Clerk

FIXED UNIT PRICE AGREEMENT FOR CONTRACTOR SERVICES

THIS AGREEMENT is made as of the 26th day of October in the year 2020, between The City of Leesburg, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and **DANUS UTILITIES, INC.** whose address is 2320 Beardall Avenue, Sanford, FL 32771 (hereinafter referred to as the "CONTRACTOR").

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the parties agree as follows:

1. **Contract Documents.** The following documents and information are incorporated by reference and made part hereof; and shall comprise the Contract Documents.

- a. This Agreement; and
- b. Invitation for Bid (IFB) 200451 – Lift Station Rehabilitation Services in its entirety; and
- c. The CONTRACTOR'S response to IFB 200451 made electronically on September 30, 2020 at 3:21 PM.

2. **Supplies or Services.** The CONTRACTOR shall provide Lift Station Rehabilitation Services to the CITY as listed in Invitation for Bid 200451 and as described in **ATTACHMENT 'A'**. The unit costs of the services shall not exceed those stated in **0 78**

3. except where the cost adjustment clause has been exercised following the Firm Fixed Price Period. Nothing herein shall limit the CITY'S right to obtain these services from other contractors for the same or similar work.

4. **Labor and Materials.** The CONTRACTOR shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the CITY's representative.

5. **Term of Agreement.** The Initial Term of the Agreement will be through **September 30, 2021**.

6. **Renew.** The CITY may renew the agreement for additional year(s) if mutually agreed upon by the Contractor and the City. Any such renewal(s) will be accomplished by written amendment to this Agreement.

7. **Payment.** All invoices shall contain the purchase order number, date and location of delivery and confirmation of acceptance of the goods or services by the appropriate CITY representative. Failure to submit invoices in the prescribed manner will delay payment.

Payments shall be tendered in accordance with the Florida Prompt Payment Act. Part VII, Chapter 218, Florida Statutes.

8. **Firm Fixed Price Period.** All Pricing will be firm and fixed during the Initial Term of the Agreement. For any Renewal Terms, the CONTRACTOR may request a price adjustment as provided for in the Cost Adjustments section.

9. **Cost Adjustment.** Pricing for any Renewal Terms will be subject to an adjustment only if increases in the industry can be documented. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 5% per year.

The CONTRACTOR is responsible for requesting any Price Adjustment during the Contract renewal process. Any requested price increase shall be fully documented and submitted to the CITY at least sixty (60) days prior to the then current Contract term. Any approved Price Adjustment will become effective when the Contract is extended by written Amendment.

The CITY may, after examination, refuse to accept the requested Price Adjustment if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the CITY does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the CITY, the Agreement will not be renewed.

1. **Termination for Convenience or Cause.**

a. **For Convenience.** The CITY may terminate this Agreement at any time without cause by providing the CONTRACTOR with SEVEN (7) calendar days advance notice in writing, delivery by email is acceptable. In the event of termination for convenience, all finished or unfinished deliverable items prepared by the CONTRACTOR under this Agreement shall, at the option of the CITY, become the CITY's property. If the Agreement is terminated for convenience by the CITY as provided herein, the CONTRACTOR shall be paid for services satisfactorily completed, less payment or compensation previously made. The CONTRACTOR shall not incur any additional expenses after receiving the written notice of termination.

b. **For Cause or Default.** If, through any cause, the CONTRACTOR should fail to fulfill in a timely and proper manner its obligations under this Agreement, other than for the instances listed below due to "Force Majeure," the CITY will have the right to terminate this Agreement by providing a written notice (Show Cause Notice) to the CONTRACTOR requiring a written response due within FIVE (5) calendar days from receipt of the written notice as to why the Agreement should not be terminated for default. The CITY's Show Cause Notice shall include an Agreement termination date at least SEVEN (7) calendar days subsequent to the due date for the CONTRACTOR's response. Should the CONTRACTOR fail to respond to such show cause notice, or if the CITY determines that the reasons provided by the CONTRACTOR for failure of the CONTRACTOR to fulfill its contractual obligations do not justify continuation of the contractual relationship, the Agreement shall be considered to have been terminated for default on the date indicated in the Show Cause Notice. Should the CITY determine that

the CONTRACTOR provided adequate justification that a termination for default is not appropriate under the circumstances; the CITY shall have a unilateral option to either continue the Agreement according to the original contract provisions or to terminate the contract for convenience. In the event that the CITY terminates the contract for default, all finished or unfinished deliverable items under this contract prepared by the CONTRACTOR shall, at the option of the CITY, become CITY property, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding this compensation, the CONTRACTOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of this Agreement, and the CITY may withhold any payment due the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the CITY from such breach can be determined.

In case of default by the CONTRACTOR, the CITY may procure the services from other sources and hold the CONTRACTOR responsible for any excess cost occasioned thereby. The CITY reserves the right to require a performance bond or other acceptable alternative performance guarantees from the successor CONTRACTOR without expense to the CITY.

In addition, in the event of default by the CONTRACTOR under this Agreement, the CITY may immediately cease doing business with the CONTRACTOR, immediately terminate for cause all existing Agreements the CITY has with the CONTRACTOR, and debar the CONTRACTOR from doing future business with the CITY.

Upon the CONTRACTOR filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the CONTRACTOR, the CITY may immediately terminate, for cause, this Agreement and all other existing agreements the CONTRACTOR has with the CITY, and debar the CONTRACTOR from doing future business with the CITY.

The CITY may terminate this Agreement for cause without penalty or further obligation at any time following Agreement execution, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the CITY is at any time while the Agreement or any extension thereof is in effect, an employee or agent of any other party to the Agreement in any capacity or consultant to any other party of the Agreement with respect to the subject matter of the Agreement. Additionally, the CITY may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the CITY from any other party to the Agreement.

Upon receipt of a termination action, for convenience or cause, the CONTRACTOR shall promptly discontinue all affected work (unless the notice directs otherwise) and deliver or otherwise make available to the City all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the CONTRACTOR in performing this contract, whether completed or in process.

2. **Force Majeure.** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Should there be such an occurrence that impacts the ability of either party to perform their responsibilities under this contract, the nonperforming party shall give immediate written notice to the other party to explain the cause and probable duration of any such nonperformance.

3. **Insurance Requirements.**

a. Scope of Insurance - The CONTRACTOR shall procure and maintain at its own expense, the following minimum insurance coverage, unless otherwise specified in the Contract Documents.

- i All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least A: VII.
- ii The CONTRACTOR shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractors work.
- iii The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever is greater.
- iv. The required insurance shall not limit the liability of the CONTRACTOR. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the CONTRACTOR's interests or liabilities, but are merely required minimums.
- iv The provisions of the required insurance are subject to the approval of the City's Risk Manager, and upon request, the CONTRACTOR shall make available certified copies of the various policies for inspection.
- v All liability insurance, except professional liability, shall be written on an occurrence basis.
- vi The CONTRACTOR waives its right of recovery against the CITY to the extent permitted by its insurance policies.
- vii Insurance required of the CONTRACTOR, or any other insurance of the CONTRACTOR shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims which arise out of the agreement, Contract or lease.

b. Certificate of Insurance - The CONTRACTOR shall provide evidence of required minimum insurance by providing the CITY an ACORD or other Certificate of Insurance in forms acceptable to the Risk Manager for the CITY, before any work under the agreement, Contract or lease begins.

- i Except for workers' compensation and professional liability, the CONTRACTOR's insurance policies shall be endorsed to name the City of Leesburg as additional insured to the extent of the agreement, Contract or lease.

- ii The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows: City of Leesburg, Attn: Purchasing Manager, P.O. Box 490630, Leesburg, Florida 34749-0630.
- iii The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.
- iv The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.
- v The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.
- vi The CONTRACTOR, at the discretion of the Risk Manager for the CITY, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the CONTRACTOR's liability coverage(s).

c. Comprehensive General Liability - The CONTRACTOR shall purchase and maintain Commercial General Liability coverage on forms no more restrictive than the latest editions of the Commercial General Liability policies of the Insurance Services Office (ISO). The Commercial General Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for bodily and personal injury and property damage liability for premises, operations, products and completed operations*, independent Contractors, Contractual liability covering the agreement, Contract or lease, broad form property damage coverage, and property damage resulting from explosion, collapse or underground exposures (x, c, u).

- i. For remodeling and construction projects, the CONTRACTOR shall purchase and maintain products and completed operations coverage for a minimum of three (3) years beyond the CITY's acceptance of the project.

d. Business Automobile Liability - The CONTRACTOR shall purchase and maintain Business Automobile Liability coverage on forms no more restrictive than the latest editions of the Business Automobile Liability policies of the Insurance Services Office (ISO). The Business Automobile Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for claims for bodily injury and property damage arising from the use of motor vehicles, including on-site and off-site operations, and owned, non-owned and hired vehicles, and employee non-ownership use.

e. Workers' Compensation - The CONTRACTOR shall purchase and maintain Workers' Compensation insurance for all workers' compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee with \$500,000 policy limit for disease.

12. **Waiver of Lien.** The CONTRACTOR agrees to make payment of all proper charges for labor and materials supplied and CONTRACTOR shall hold harmless the CITY

against any claim arising out of any unpaid bills for labor, services, or materials furnished for the project covered by this Agreement.

13. **Indemnification.** The CONTRACTOR agrees to make payment of all proper charges for labor required in the aforementioned work and CONTRACTOR shall indemnify CITY and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of: any unpaid bills for labor, services or materials furnished to this project; any failure of performance of CONTRACTOR under this Agreement; or the negligence of the CONTRACTOR in the performance of its duties under this Agreement, or any act or omission on the part of the CONTRACTOR, his agents, employees, or servants. CONTRACTOR shall defend, indemnify, and save harmless the CITY or any of their officers, agents, or servants and each and every one of them against and from all claims, suits, and costs of every kind and description, including attorney's fees, and from all damages to which the CITY or any of their officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of CONTRACTOR'S duties under this Agreement, or through the negligence of the CONTRACTOR in the performance of its duties under this Agreement, or through any act or omission on the part of the CONTRACTOR, his agents, employees, or servants.

If however, this Agreement is a "construction contract" as defined in and encompassed by the provision of Florida Statutes § 725.06, then the following shall apply in place of the aforementioned indemnification provision:

The CONTRACTOR shall indemnify the CITY and hold it, its officers, and its employees harmless from liabilities, losses, and costs, including, but not limited to, reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of this Agreement. The liability of the CONTRACTOR shall, however, be limited to one million and 00/100 dollars (\$1,000,000.00) per occurrence, and the obligation of the CONTRACTOR to indemnify the CITY shall be limited to acts, omissions, or defaults of the CONTRACTOR; any contractors, subcontractors, sub-subcontractors, material men, or agents or employees of any of them, providing labor, services or materials in connection with the project; and the CITY, its officers, agents and employees, provided however that the CONTRACTOR shall not be obligated to indemnify the CITY against losses arising from the gross negligence, or willful, wanton, or intentional misconduct of the CITY, its officers, agents and employees, or against statutory violations or punitive damages except to the extent caused by or resulting from the acts or omissions of the CONTRACTOR, or any contractors, subcontractors, sub-subcontractors, material men, or agents or employees of any of them, providing labor, services, or materials in connection with this Agreement.

14. **Codes, Laws, and Regulations.** CONTRACTOR will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.

15. **Permits, Licenses, and Fees.** CONTRACTOR will obtain and pay for all permits and licenses required by law that are associated with the CONTRACTOR'S performance of the Scope of Services. All permits and licenses required by law or requirements of the Request for Proposal will remain in force for the full duration of this Agreement and any extensions.

16. **Public Records Retention.** CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services being provided by CONTRACTOR herein. CONTRACTOR shall 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. 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. CONTRACTOR shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the 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 by CONTRACTOR in a format that is compatible with the information technology systems of the CITY.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORDIA STATUTES TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORED'S RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-728-9731, 501 W. MEADOW STREET, LEESBURG, FLORIDA 34748.

17. **Access to Records.** The services provided under this Agreement may be funded in part by a grant from a government agency other than the CITY. As a requirement of grant funding CONTRACTOR shall make records related to this project available for examination to any local, state or federal government agency, or department, during CONTRACTOR'S normal business hours. Said records will be maintained for a period of five (5) years after the date of the invoice.

18. **Contingent Fees Prohibited.** The CONTRACTOR warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, the CITY shall have the right to terminate this Agreement without further liability and at its discretion, deduct from the contract price, or otherwise recover,

the full amount of any such fee, commission, percentage, gift or consideration paid in breach of this Agreement.

19. Acceptance of Goods or Services. The goods delivered as a result of an award from this solicitation shall remain the property of the CONTRACTOR, and services rendered under the Agreement will not be deemed complete, until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the CITY and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

Any goods and/or services purchased as a result of this solicitation and/or Agreement may be tested and/or inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the CITY reserves the right to terminate the solicitation or initiate corrective action on the part of the CONTRACTOR, to include return of any non-compliant goods to the CONTRACTOR at the CONTRACTOR's expense, requiring the CONTRACTOR to either provide a direct replacement for the item, or a full credit for the returned item. The CONTRACTOR shall not assess any additional charge(s) for any conforming action taken by the CITY under this clause. The CITY will not be responsible to pay for any product or service that does not conform to the contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the CITY on the open market, and any increase in cost may be charged against the awarded contractor. Any cost incurred by the CITY in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the CONTRACTOR by the CITY for any contract or financial obligation.

This project will be inspected by an authorized representative of the CITY. This inspection shall be performed to determine acceptance of work, appropriate invoicing, and warranty conditions.

20. Ownership of Documents. All data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and other documents, instruments, information and material prepared or accumulated by the CONTRACTOR (or by such sub-consultants and specialty consultants) in rendering services hereunder shall be the sole property of the CITY who may have access to the reproducible copies at no additional cost other than printing. Provided, that the CONTRACTOR shall in no way be liable or legally responsible to anyone for the CITY'S use of any such materials for another PROJECT, or following termination. All original documents shall be permanently kept on file at the office of the CONTRACTOR.

21. Independent Contractor. The CONTRACTOR agrees that he or she is an independent contractor and not an agent, joint venture, or employee of the CITY, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. None of the benefits provided by the CITY to its employees, including but not limited to, workers' compensation insurance, unemployment insurance, or retirement benefits, are available from the

CITY to the CONTRACTOR. CONTRACTOR will be responsible for paying his own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this Agreement. The CONTRACTOR shall be solely and primarily responsible for his and her acts during the performance of this Agreement.

22. **Assignment.** Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.

23. **No Third Party Beneficiaries.** This Agreement gives no rights or benefits to anyone other than the CONTRACTOR and the CITY.

24. **Jurisdiction.** The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Lake County, Florida.

25. **Contact Person.** The primary contact person under this Agreement for each party is listed here. Contact person and information may be updated as needed by written, electronic mail is acceptable, communication to the other party. Notifying party shall receive confirmation the other party has received the change to the Contact Person.

CONTRACTOR Contact Information

Name/Title: Dan Pardus, President
Address: 2320 Beardall Avenue
City, State & Zip: Sanford, FL 32771
Telephone: 386-804-0068
Email Address: danus2@cfl.rr.com

CITY Contact Information

Name/Title: Neil Gaines, Deputy Director of Public Works
Telephone: 352-571-0989
Email Address: Neil.Gaines@leesburgflorida.gov

26. **Approval of Personnel.** The CITY reserves the right to approve the contact person and the persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement. If CITY, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement, CITY may require CONTRACTOR assign a different person or persons be designated to be the contact person or to perform the CONTRACTOR services hereunder.

27. **Disclosure of Conflict.** The CONTRACTOR has an obligation to disclose to the CITY any situation that, while acting pursuant to this Agreement, would create a potential conflict of interest between the CONTRACTOR and his duties under this Agreement.

28. **Warranty.** The CONTRACTOR agrees that, unless expressly stated otherwise in the bid or proposal, the product and/or service furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the CONTRACTOR gives to any customer for comparable quantities of products and/or services and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the CITY by any other provision of this solicitation.

The CONTRACTOR hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the CONTRACTOR in conjunction with this Agreement shall be new, warranted for their merchantability, and fit for a particular purpose.

29. **Risk of Loss.** The CONTRACTOR assumes the risk of loss of damage to the CITY's property during possession of such property by the CONTRACTOR, and until delivery to, and acceptance of, that property to the CITY. The CONTRACTOR shall immediately repair, replace or make good on the loss or damage without cost to the CITY, whether the loss or damage results from acts or omissions (negligent or not) of the CONTRACTOR or a third party.

The CONTRACTOR shall indemnify and hold the CITY harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this Agreement. The CONTRACTOR shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the CITY when applicable, and shall pay all costs and judgments which may issue thereon.

30. **Employment Eligibility.** Effective 12:01 AM EST January 1, 2021, the CONTRACTOR becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than TWENTY (20) calendar days after the date of termination. If this contract is terminated for a violation of the statute by the CONTRACTOR, the CONTRACTOR may not be awarded a public contract for a period of ONE (1) year after the date of termination.

31. **Illegal Alien Labor** - CONTRACTOR shall comply with all provisions of the Federal Immigration and Control Act of 1986 (8 U.S. Code § 1324 a) and any successor federal laws, as well as all provisions of Section 448.09, Florida Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in the United States. CONTRACTOR shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into an Agreement with a subcontractor that fails to certify to the

CONTRACTOR that the subcontractor is following the terms stated within. The CONTRACTOR nor any subcontractor employed by him shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. CONTRACTOR agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require same requirement to confirm employment eligibility of all subcontractors.

All cost incurred to initiate and sustain the aforementioned programs shall be the responsibility of the CONTRACTOR. Failure to meet this requirement may result in termination of the Agreement by the CITY.

32. **Counterparts.** Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. The CITY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

33. **Authority to Obligate.** Each person signing this agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and bind and obligate such party with respect to all provisions contained in this agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date indicated in the preamble to the Agreement.

DANUS UTILITIES, INC.

By: _____

Printed: _____

Its: _____
(Title)

CITY OF LEESBURG, FLORIDA

Elise Dennison, Mayor

ATTEST:

J. Andi Purvis, City Clerk

Approved as to form:

Fred A. Morrison, City Attorney

ATTACHMENT 'A'

5093 LIFT STATION REHABILITATION SERVICES - FIXED UNIT PRICE (200451)				Danus Utilities, Inc Sanford, FL	
#	Item Description	Estimated QTY	Unit of Measure	Unit Price	Extended Price
1	Lift Station Surface Rehabilitation by Cementitious Lining	100	SQUARE FEET (SF)	\$ 20.00	\$ 2,000.00
2	Bypass 8 INCH Sewer Setup	5	EACH (EA)	\$ 500.00	\$ 2,500.00
3	Bypass 10 INCH to 12 INCH Sewer Setup	5	EACH (EA)	\$ 750.00	\$ 3,750.00
4	Bypass 15 INCH to 18 INCH Sewer Setup	5	EACH (EA)	\$ 1,000.00	\$ 5,000.00
5	Sewer Bypass 4 INCH PUMP	25	PER DAY	\$ 200.00	\$ 5,000.00
6	Sewer Bypass 6 INCH PUMP	10	PER DAY	\$ 250.00	\$ 2,500.00
7	Sewer Bypass 8 INCH PUMP	10	PER DAY	\$ 300.00	\$ 3,000.00
8	Furnish and Install PUMP BASE - 4 INCH (Inclusive of pump brackets)	10	EACH (EA)	\$ 2,928.00	\$ 29,280.00
9	Furnish and Install PUMP BASE - 6 INCH (Inclusive of pump brackets)	5	EACH (EA)	\$ 3,293.00	\$ 16,465.00
10	Furnish and Install PUMP BASE - 8 INCH (Inclusive of pump brackets)	5	EACH (EA)	\$ 3,330.00	\$ 16,650.00
11	Re-Construct Lift Station Fillet - 6 FEET Diameter	5	EACH (EA)	\$ 500.00	\$ 2,500.00
12	Re-Construct Lift Station Fillet - 8 FEET Diameter	2	EACH (EA)	\$ 650.00	\$ 1,300.00
13	Re-Construct Lift Station Fillet - 10 FEET Diameter	2	EACH (EA)	\$ 750.00	\$ 1,500.00
14	Re-Construct Lift Station Fillet - 12 FEET Diameter	2	EACH (EA)	\$ 850.00	\$ 1,700.00
15	REMOVE and REPLACE Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault - 4 INCH (price per each riser)	10	EACH (EA)	\$ 5,900.00	\$ 59,000.00
16	REMOVE and REPLACE Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault - 6 INCH (price per each riser)	5	EACH (EA)	\$ 7,220.00	\$ 36,100.00
17	REMOVE and REPLACE Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault - 8 INCH (price per each riser)	5	EACH (EA)	\$ 9,800.00	\$ 49,000.00
18	REMOVE and REPLACE Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault - 10 INCH (price per each riser)	5	EACH (EA)	\$ 13,300.00	\$ 66,500.00
19	REMOVE and REPLACE Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault - 12 INCH (price per each riser)	5	EACH (EA)	\$ 16,600.00	\$ 83,000.00
20	FURNISH and INSTALL 6 FOOT top Slab with 36-INCH x 48-INCH hatch with Safety Gate	5	EACH (EA)	\$ 4,100.00	\$ 20,500.00
21	FURNISH and INSTALL 8 FOOT top Slab with 36-INCH x 48-INCH hatch with Safety Gate	2	EACH (EA)	\$ 4,900.00	\$ 9,800.00
22	FURNISH and INSTALL 5-FT x 5-FT Valve Box with 48-INCH x 48-INCH Hatch	5	EACH (EA)	\$ 5,900.00	\$ 29,500.00
23	FURNISH and INSTALL 6-FT x 6-FT Valve Box with 48-INCH x 48-INCH Hatch	2	EACH (EA)	\$ 6,600.00	\$ 13,200.00
24	Temporary Bypass Riser - 4 INCH	5	EACH (EA)	\$ 2,800.00	\$ 14,000.00
25	Temporary Bypass Riser - 6 INCH	2	EACH (EA)	\$ 3,500.00	\$ 7,000.00
26	Temporary Bypass Riser - 8 INCH	2	EACH (EA)	\$ 5,300.00	\$ 10,600.00
27	2-INCH SS Dual Guide Rails with Brackets - 10 FT to 15 FT	10	EACH (EA)	\$ 900.00	\$ 9,000.00
28	2-INCH SS Dual Guide Rails with Brackets - 15 FT to 20 FT	5	EACH (EA)	\$ 1,000.00	\$ 5,000.00
29	3-INCH SS Dual Guide Rails with Brackets - 10 FT to 15 FT	5	EACH (EA)	\$ 1,700.00	\$ 8,500.00
30	3-INCH SS Dual Guide Rails with Brackets - 15 FT to 20 FT	5	EACH (EA)	\$ 1,800.00	\$ 9,000.00
31	FURNISH and INSTALL 3-INCH DRAIN	5	EACH (EA)	\$ 400.00	\$ 2,000.00
32	Drain and Clean Wet Well - 6 FOOT	5	EACH (EA)	\$ 900.00	\$ 4,500.00
33	Drain and Clean Wet Well - 8 FOOT	2	EACH (EA)	\$ 1,100.00	\$ 2,200.00
34	Drain and Clean Wet Well - 10 FOOT	3	EACH (EA)	\$ 1,600.00	\$ 4,800.00
35	Drain and Clean Wet Well - 12 FOOT	3	EACH (EA)	\$ 1,600.00	\$ 4,800.00
36	CONNECT Lift Station Piping to Existing Force Main - 4 INCH	5	EACH (EA)	\$ 750.00	\$ 3,750.00
37	CONNECT Lift Station Piping to Existing Force Main - 6 INCH	2	EACH (EA)	\$ 800.00	\$ 1,600.00
38	CONNECT Lift Station Piping to Existing Force Main - 8 INCH	2	EACH (EA)	\$ 1,100.00	\$ 2,200.00
39	CONNECT Lift Station Piping to Existing Force Main - 10 INCH	2	EACH (EA)	\$ 1,300.00	\$ 2,600.00
40	CONNECT Lift Station Piping to Existing Force Main - 12 INCH	2	EACH (EA)	\$ 1,650.00	\$ 3,300.00
41	FURNISH and INSTALL HDPE Riser Pipe, Bracket, Base Ell and Base Plate in Place of Ductile Iron Riser and Fitting on line Item 16 - 4 INCH (This price will be either added if more or subtracted if less from original base bid price)	2	EACH (EA)	\$ 7,630.00	\$ 15,260.00
42	FURNISH and INSTALL HDPE Riser Pipe, Bracket, Base Ell and Base Plate in Place of Ductile Iron Riser and Fitting on line Item 17 - 6 INCH (This price will be either added if more or subtracted if less from original base bid price)	2	EACH (EA)	\$ 8,950.00	\$ 17,900.00
43	FURNISH and INSTALL HDPE Riser Pipe, Bracket, Base Ell and Base Plate in Place of Ductile Iron Riser and Fitting on line Item 18 - 8 INCH (This price will be either added if more or subtracted if less from original base bid price)	3	EACH (EA)	\$ 11,693.00	\$ 35,079.00
44	FURNISH and INSTALL HDPE Riser Pipe, Bracket, Base Ell and Base Plate in Place of Ductile Iron Riser and Fitting on line Item 19 - 10 INCH (This price will be either added if more or subtracted if less from original base bid price)	3	EACH (EA)	\$ 15,630.00	\$ 46,890.00
45	FURNISH and INSTALL HDPE Riser Pipe, Bracket, Base Ell and Base Plate in Place of Ductile Iron Riser and Fitting on line Item 20 - 12 INCH (This price will be either added if more or subtracted if less from original base bid price)	3	EACH (EA)	\$ 19,330.00	\$ 57,990.00
46	REMOVE and REPLACE Existing Potable Water Piping and PRV Valve within Existing and through Existing Valve Vault - 6 INCH	1	EACH (EA)	\$ 2,621.00	\$ 2,621.00
47	REMOVE and REPLACE Existing Potable Water Piping and PRV Valve within Existing and through Existing Valve Vault - 8 INCH	1	EACH (EA)	\$ 2,590.00	\$ 2,590.00
48	REMOVE and REPLACE Existing Potable Water Piping and PRV Valve within Existing and through Existing Valve Vault - 10 INCH	1	EACH (EA)	\$ 2,661.00	\$ 2,661.00
49	REMOVE and REPLACE Existing Potable Water Piping and PRV Valve within Existing and through Existing Valve Vault - 12 INCH	1	EACH (EA)	\$ 2,747.00	\$ 2,747.00
50	2-INCH Line Stop	1	EACH (EA)	\$ 3,000.00	\$ 3,000.00
51	4-INCH Line Stop	1	EACH (EA)	\$ 3,350.00	\$ 3,350.00
52	6-INCH Line Stop	1	EACH (EA)	\$ 4,000.00	\$ 4,000.00
53	8-INCH Line Stop	1	EACH (EA)	\$ 4,350.00	\$ 4,350.00
54	10-INCH Line Stop	1	EACH (EA)	\$ 5,250.00	\$ 5,250.00
55	12-INCH Line Stop	1	EACH (EA)	\$ 5,250.00	\$ 5,250.00
56	14-INCH Line Stop	1	EACH (EA)	\$ 6,850.00	\$ 6,850.00
57	16-INCH Line Stop	1	EACH (EA)	\$ 9,250.00	\$ 9,250.00

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
A FIXED UNIT PRICE AGREEMENT WITH UTILITY TECHNICIANS, INC.
TO PROVIDE LIFT STATION REPAIR AND REHABILITATION SERVICES
ON AN AS NEEDED BASIS.**

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with UTILITY TECHNICIANS, INC. whose address is 630 Goodbar Avenue, Umatilla, Florida 32784 for lift station repair and rehabilitation services as ordered by the City pursuant to Invitation for Bid 200451.

THAT all future expenditures for goods or services ordered under this agreement are approved provided the City Commission has appropriated funds in the applicable fiscal year. Should the department fail to budget funds for orders under this agreement or purchases exceed the available funds, City Commission approval for any orders may be required.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 26th day of OCTOBER 2020.

Mayor

ATTEST:

City Clerk

FIXED UNIT PRICE AGREEMENT FOR CONTRACTOR SERVICES

THIS AGREEMENT is made as of the 26th day of October in the year 2020, between The City of Leesburg, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and **UTILITY TECHNICIANS, INC.** whose address is 630 Goodbar Avenue, Umatilla, Florida 32784 (hereinafter referred to as the "CONTRACTOR").

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the parties agree as follows:

1. **Contract Documents.** The following documents and information are incorporated by reference and made part hereof; and shall comprise the Contract Documents.

- a. This Agreement; and
- b. Invitation for Bid (IFB) 200451 – Lift Station Rehabilitation Services in its entirety; and
- c. The CONTRACTOR'S response to IFB 200451 made electronically on October 1, 2020 at 12:21 PM.

2. **Supplies or Services.** The CONTRACTOR shall provide Lift Station Rehabilitation Services to the CITY as listed in Invitation for Bid 200451 and as described in **ATTACHMENT 'A'**. The unit costs of the services shall not exceed those stated in **ATTACHMENT 'A'** except where the cost adjustment clause has been exercised following the Firm Fixed Price Period. Nothing herein shall limit the CITY'S right to obtain these services from other contractors for the same or similar work.

3. **Labor and Materials.** The CONTRACTOR shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the CITY's representative.

4. **Initial Term of Agreement.** The Initial Term of the Agreement will be through **September 30, 2021**.

5. **Renew.** The CITY may renew the agreement for additional year(s) if mutually agreed upon by the Contractor and the City. Any such renewal(s) will be accomplished by written amendment to this Agreement.

6. **Payment.** All invoices shall contain the purchase order number, date and location of delivery and confirmation of acceptance of the goods or services by the appropriate CITY representative. Failure to submit invoices in the prescribed manner will delay payment.

Payments shall be tendered in accordance with the Florida Prompt Payment Act. Part VII, Chapter 218, Florida Statutes.

7. **Firm Fixed Price Period.** All Pricing will be firm and fixed during the Initial Term of the Agreement. For any Renewal Terms, the CONTRACTOR may request a price adjustment as provided for in the Cost Adjustments section.

8. **Cost Adjustment.** Pricing for any Renewal Terms will be subject to an adjustment only if increases in the industry can be documented. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 5% per year.

The CONTRACTOR is responsible for requesting any Price Adjustment during the Contract renewal process. Any requested price increase shall be fully documented and submitted to the CITY at least sixty (60) days prior to the then current Contract term. Any approved Price Adjustment will become effective when the Contract is extended by written Amendment.

The CITY may, after examination, refuse to accept the requested Price Adjustment if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the CITY does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the CITY, the Agreement will not be renewed.

9. **Termination for Convenience or Cause.**

a. **For Convenience.** The CITY may terminate this Agreement at any time without cause by providing the CONTRACTOR with SEVEN (7) calendar days advance notice in writing, delivery by email is acceptable. In the event of termination for convenience, all finished or unfinished deliverable items prepared by the CONTRACTOR under this Agreement shall, at the option of the CITY, become the CITY's property. If the Agreement is terminated for convenience by the CITY as provided herein, the CONTRACTOR shall be paid for services satisfactorily completed, less payment or compensation previously made. The CONTRACTOR shall not incur any additional expenses after receiving the written notice of termination.

b. **For Cause or Default.** If, through any cause, the CONTRACTOR should fail to fulfill in a timely and proper manner its obligations under this Agreement, other than for the instances listed below due to "Force Majeure," the CITY will have the right to terminate this Agreement by providing a written notice (Show Cause Notice) to the CONTRACTOR requiring a written response due within FIVE (5) calendar days from receipt of the written notice as to why the Agreement should not be terminated for default. The CITY's Show Cause Notice shall include an Agreement termination date at least SEVEN (7) calendar days subsequent to the due date for the CONTRACTOR's response. Should the CONTRACTOR fail to respond to such show cause notice, or if the CITY determines that the reasons provided by the CONTRACTOR for failure of the CONTRACTOR to fulfill its contractual obligations do not justify continuation of the contractual relationship, the Agreement shall be considered to have been terminated for default on the date indicated in the Show Cause Notice. Should the CITY determine that

the CONTRACTOR provided adequate justification that a termination for default is not appropriate under the circumstances; the CITY shall have a unilateral option to either continue the Agreement according to the original contract provisions or to terminate the contract for convenience. In the event that the CITY terminates the contract for default, all finished or unfinished deliverable items under this contract prepared by the CONTRACTOR shall, at the option of the CITY, become CITY property, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding this compensation, the CONTRACTOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of this Agreement, and the CITY may withhold any payment due the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the CITY from such breach can be determined.

In case of default by the CONTRACTOR, the CITY may procure the services from other sources and hold the CONTRACTOR responsible for any excess cost occasioned thereby. The CITY reserves the right to require a performance bond or other acceptable alternative performance guarantees from the successor CONTRACTOR without expense to the CITY.

In addition, in the event of default by the CONTRACTOR under this Agreement, the CITY may immediately cease doing business with the CONTRACTOR, immediately terminate for cause all existing Agreements the CITY has with the CONTRACTOR, and debar the CONTRACTOR from doing future business with the CITY.

Upon the CONTRACTOR filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the CONTRACTOR, the CITY may immediately terminate, for cause, this Agreement and all other existing agreements the CONTRACTOR has with the CITY, and debar the CONTRACTOR from doing future business with the CITY.

The CITY may terminate this Agreement for cause without penalty or further obligation at any time following Agreement execution, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the CITY is at any time while the Agreement or any extension thereof is in effect, an employee or agent of any other party to the Agreement in any capacity or consultant to any other party of the Agreement with respect to the subject matter of the Agreement. Additionally, the CITY may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the CITY from any other party to the Agreement.

Upon receipt of a termination action, for convenience or cause, the CONTRACTOR shall promptly discontinue all affected work (unless the notice directs otherwise) and deliver or otherwise make available to the City all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the CONTRACTOR in performing this contract, whether completed or in process.

10. **Force Majeure.** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Should there be such an occurrence that impacts the ability of either party to perform their responsibilities under this contract, the nonperforming party shall give immediate written notice to the other party to explain the cause and probable duration of any such nonperformance.

11. **Insurance Requirements.**

a. Scope of Insurance - The CONTRACTOR shall procure and maintain at its own expense, the following minimum insurance coverage, unless otherwise specified in the Contract Documents.

- i All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least A: VII.
- ii The CONTRACTOR shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractors work.
- iii The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever is greater.
- iv The required insurance shall not limit the liability of the CONTRACTOR. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the CONTRACTOR's interests or liabilities, but are merely required minimums.
- iv The provisions of the required insurance are subject to the approval of the City's Risk Manager, and upon request, the CONTRACTOR shall make available certified copies of the various policies for inspection.
- v All liability insurance, except professional liability, shall be written on an occurrence basis.
- vi The CONTRACTOR waives its right of recovery against the CITY to the extent permitted by its insurance policies.
- vii Insurance required of the CONTRACTOR, or any other insurance of the CONTRACTOR shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims which arise out of the agreement, Contract or lease.

b. Certificate of Insurance - The CONTRACTOR shall provide evidence of required minimum insurance by providing the CITY an ACORD or other Certificate of Insurance in forms acceptable to the Risk Manager for the CITY, before any work under the agreement, Contract or lease begins.

- i Except for workers' compensation and professional liability, the CONTRACTOR's insurance policies shall be endorsed to name the City of Leesburg as additional insured to the extent of the agreement, Contract or lease.

- ii The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows: City of Leesburg, Attn: Purchasing Manager, P.O. Box 490630, Leesburg, Florida 34749-0630.
- iii The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.
- iv The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.
- v The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.
- vi The CONTRACTOR, at the discretion of the Risk Manager for the CITY, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the CONTRACTOR's liability coverage(s).

c. Comprehensive General Liability - The CONTRACTOR shall purchase and maintain Commercial General Liability coverage on forms no more restrictive than the latest editions of the Commercial General Liability policies of the Insurance Services Office (ISO). The Commercial General Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for bodily and personal injury and property damage liability for premises, operations, products and completed operations*, independent Contractors, Contractual liability covering the agreement, Contract or lease, broad form property damage coverage, and property damage resulting from explosion, collapse or underground exposures (x, c, u).

- i. For remodeling and construction projects, the CONTRACTOR shall purchase and maintain products and completed operations coverage for a minimum of three (3) years beyond the CITY's acceptance of the project.

d. Business Automobile Liability - The CONTRACTOR shall purchase and maintain Business Automobile Liability coverage on forms no more restrictive than the latest editions of the Business Automobile Liability policies of the Insurance Services Office (ISO). The Business Automobile Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for claims for bodily injury and property damage arising from the use of motor vehicles, including on-site and off-site operations, and owned, non-owned and hired vehicles, and employee non-ownership use.

e. Workers' Compensation - The CONTRACTOR shall purchase and maintain Workers' Compensation insurance for all workers' compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee with \$500,000 policy limit for disease.

12. **Waiver of Lien.** The CONTRACTOR agrees to make payment of all proper charges for labor and materials supplied and CONTRACTOR shall hold harmless the CITY

against any claim arising out of any unpaid bills for labor, services, or materials furnished for the project covered by this Agreement.

13. **Indemnification.** The CONTRACTOR agrees to make payment of all proper charges for labor required in the aforementioned work and CONTRACTOR shall indemnify CITY and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of: any unpaid bills for labor, services or materials furnished to this project; any failure of performance of CONTRACTOR under this Agreement; or the negligence of the CONTRACTOR in the performance of its duties under this Agreement, or any act or omission on the part of the CONTRACTOR, his agents, employees, or servants. CONTRACTOR shall defend, indemnify, and save harmless the CITY or any of their officers, agents, or servants and each and every one of them against and from all claims, suits, and costs of every kind and description, including attorney's fees, and from all damages to which the CITY or any of their officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of CONTRACTOR'S duties under this Agreement, or through the negligence of the CONTRACTOR in the performance of its duties under this Agreement, or through any act or omission on the part of the CONTRACTOR, his agents, employees, or servants.

If however, this Agreement is a "construction contract" as defined in and encompassed by the provision of Florida Statutes § 725.06, then the following shall apply in place of the aforementioned indemnification provision:

The CONTRACTOR shall indemnify the CITY and hold it, its officers, and its employees harmless from liabilities, losses, and costs, including, but not limited to, reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of this Agreement. The liability of the CONTRACTOR shall, however, be limited to one million and 00/100 dollars (\$1,000,000.00) per occurrence, and the obligation of the CONTRACTOR to indemnify the CITY shall be limited to acts, omissions, or defaults of the CONTRACTOR; any contractors, subcontractors, sub-subcontractors, material men, or agents or employees of any of them, providing labor, services or materials in connection with the project; and the CITY, its officers, agents and employees, provided however that the CONTRACTOR shall not be obligated to indemnify the CITY against losses arising from the gross negligence, or willful, wanton, or intentional misconduct of the CITY, its officers, agents and employees, or against statutory violations or punitive damages except to the extent caused by or resulting from the acts or omissions of the CONTRACTOR, or any contractors, subcontractors, sub-subcontractors, material men, or agents or employees of any of them, providing labor, services, or materials in connection with this Agreement.

14. **Codes, Laws, and Regulations.** CONTRACTOR will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.

15. **Permits, Licenses, and Fees.** CONTRACTOR will obtain and pay for all permits and licenses required by law that are associated with the CONTRACTOR'S performance of the Scope of Services. All permits and licenses required by law or requirements of the Request for Proposal will remain in force for the full duration of this Agreement and any extensions.

16. **Public Records Retention.** CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services being provided by CONTRACTOR herein. CONTRACTOR shall 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. 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. CONTRACTOR shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the 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 by CONTRACTOR in a format that is compatible with the information technology systems of the CITY.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-728-9731, 501 W. MEADOW STREET, LEESBURG, FLORIDA 34748.

17. **Access to Records.** The services provided under this Agreement may be funded in part by a grant from a government agency other than the CITY. As a requirement of grant funding CONTRACTOR shall make records related to this project available for examination to any local, state or federal government agency, or department, during CONTRACTOR'S normal business hours. Said records will be maintained for a period of five (5) years after the date of the invoice.

18. **Contingent Fees Prohibited.** The CONTRACTOR warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, the CITY shall have the right to terminate this Agreement without further liability and at its discretion, deduct from the contract price, or otherwise recover,

the full amount of any such fee, commission, percentage, gift or consideration paid in breach of this Agreement.

19. Acceptance of Goods or Services. The goods delivered as a result of an award from this solicitation shall remain the property of the CONTRACTOR, and services rendered under the Agreement will not be deemed complete, until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the CITY and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

Any goods and/or services purchased as a result of this solicitation and/or Agreement may be tested and/or inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the CITY reserves the right to terminate the solicitation or initiate corrective action on the part of the CONTRACTOR, to include return of any non-compliant goods to the CONTRACTOR at the CONTRACTOR's expense, requiring the CONTRACTOR to either provide a direct replacement for the item, or a full credit for the returned item. The CONTRACTOR shall not assess any additional charge(s) for any conforming action taken by the CITY under this clause. The CITY will not be responsible to pay for any product or service that does not conform to the contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the CITY on the open market, and any increase in cost may be charged against the awarded contractor. Any cost incurred by the CITY in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the CONTRACTOR by the CITY for any contract or financial obligation.

This project will be inspected by an authorized representative of the CITY. This inspection shall be performed to determine acceptance of work, appropriate invoicing, and warranty conditions.

20. Ownership of Documents. All data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and other documents, instruments, information and material prepared or accumulated by the CONTRACTOR (or by such sub-consultants and specialty consultants) in rendering services hereunder shall be the sole property of the CITY who may have access to the reproducible copies at no additional cost other than printing. Provided, that the CONTRACTOR shall in no way be liable or legally responsible to anyone for the CITY'S use of any such materials for another PROJECT, or following termination. All original documents shall be permanently kept on file at the office of the CONTRACTOR.

21. Independent Contractor. The CONTRACTOR agrees that he or she is an independent contractor and not an agent, joint venture, or employee of the CITY, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. None of the benefits provided by the CITY to its employees, including but not limited to, workers' compensation insurance, unemployment insurance, or retirement benefits, are available from the

CITY to the CONTRACTOR. CONTRACTOR will be responsible for paying his own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this Agreement. The CONTRACTOR shall be solely and primarily responsible for his and her acts during the performance of this Agreement.

22. **Assignment.** Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.

23. **No Third Party Beneficiaries.** This Agreement gives no rights or benefits to anyone other than the CONTRACTOR and the CITY.

24. **Jurisdiction.** The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Lake County, Florida.

25. **Contact Person.** The primary contact person under this Agreement for each party is listed here. Contact person and information may be updated as needed by written, electronic mail is acceptable, communication to the other party. Notifying party shall receive confirmation the other party has received the change to the Contact Person.

CONTRACTOR Contact Information

Name/Title: Bobby Baker, Sales/Estimator

Address: 630 Goodbar Avenue

City, State & Zip: Umatilla, FL 32784

Telephone: 352-267-5470

Email Address: bbaker@utilitytechnicians.com

CITY Contact Information

Name/Title: Neil Gaines, Deputy Director of Public Works

Telephone: 352-571-0989

Email Address: Neil.Gaines@leesburgflorida.gov

26. **Approval of Personnel.** The CITY reserves the right to approve the contact person and the persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement. If CITY, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement, CITY may require CONTRACTOR assign a different person or persons be designated to be the contact person or to perform the CONTRACTOR services hereunder.

27. **Disclosure of Conflict.** The CONTRACTOR has an obligation to disclose to the CITY any situation that, while acting pursuant to this Agreement, would create a potential conflict of interest between the CONTRACTOR and his duties under this Agreement.

28. **Warranty.** The CONTRACTOR agrees that, unless expressly stated otherwise in the bid or proposal, the product and/or service furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the CONTRACTOR gives to any customer for comparable quantities of products and/or services and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the CITY by any other provision of this solicitation.

The CONTRACTOR hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the CONTRACTOR in conjunction with this Agreement shall be new, warranted for their merchantability, and fit for a particular purpose.

29. **Risk of Loss.** The CONTRACTOR assumes the risk of loss of damage to the CITY's property during possession of such property by the CONTRACTOR, and until delivery to, and acceptance of, that property to the CITY. The CONTRACTOR shall immediately repair, replace or make good on the loss or damage without cost to the CITY, whether the loss or damage results from acts or omissions (negligent or not) of the CONTRACTOR or a third party.

The CONTRACTOR shall indemnify and hold the CITY harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this Agreement. The CONTRACTOR shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the CITY when applicable, and shall pay all costs and judgments which may issue thereon.

30. **Employment Eligibility.** Effective 12:01 AM EST January 1, 2021, the CONTRACTOR becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than TWENTY (20) calendar days after the date of termination. If this contract is terminated for a violation of the statute by the CONTRACTOR, the CONTRACTOR may not be awarded a public contract for a period of ONE (1) year after the date of termination.

31. **Illegal Alien Labor** - CONTRACTOR shall comply with all provisions of the Federal Immigration and Control Act of 1986 (8 U.S. Code § 1324 a) and any successor federal laws, as well as all provisions of Section 448.09, Florida Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in the United States. CONTRACTOR shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into an Agreement with a subcontractor that fails to certify to the

CONTRACTOR that the subcontractor is following the terms stated within. The CONTRACTOR nor any subcontractor employed by him shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. CONTRACTOR agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require same requirement to confirm employment eligibility of all subcontractors.

All cost incurred to initiate and sustain the aforementioned programs shall be the responsibility of the CONTRACTOR. Failure to meet this requirement may result in termination of the Agreement by the CITY.

32. **Counterparts.** Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. The CITY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

33. **Authority to Obligate.** Each person signing this agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and bind and obligate such party with respect to all provisions contained in this agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date indicated in the preamble to the Agreement.

UTILITY TECHNICIANS, INC.

By: _____

Printed: _____

Its: _____
(Title)

CITY OF LEESBURG, FLORIDA

Elise Dennison, Mayor

ATTEST:

J. Andi Purvis, City Clerk

Approved as to form:

Fred A. Morrison, City Attorney

ATTACHMENT 'A'

5093 LIFT STATION REHABILITATION SERVICES - FIXED UNIT PRICE (200451)				Utility Technicians, Inc Umatilla, FL	
#	Item Description	Estimated QTY	Unit of Measure	Unit Price	Extended Price
1	Lift Station Surface Rehabilitation by Cementitious Lining	100	SQUARE FEET (SF)	\$ 16.00	\$ 1,600.00
2	Bypass 8 INCH Sewer Setup	5	EACH (EA)	\$ 700.00	\$ 3,500.00
3	Bypass 10 INCH to 12 INCH Sewer Setup	5	EACH (EA)	\$ 300.00	\$ 1,500.00
4	Bypass 15 INCH to 18 INCH Sewer Setup	5	EACH (EA)	\$ 300.00	\$ 1,500.00
5	Sewer Bypass 4 INCH PUMP	25	PER DAY	\$ 250.00	\$ 6,250.00
6	Sewer Bypass 6 INCH PUMP	10	PER DAY	\$ 300.00	\$ 3,000.00
7	Sewer Bypass 8 INCH PUMP	10	PER DAY	\$ 350.00	\$ 3,500.00
8	Furnish and Install PUMP BASE - 4 INCH (Inclusive of pump brackets)	10	EACH (EA)	\$ 3,150.00	\$ 31,500.00
9	Furnish and Install PUMP BASE - 6 INCH (Inclusive of pump brackets)	5	EACH (EA)	\$ 3,800.00	\$ 19,000.00
10	Furnish and Install PUMP BASE - 8 INCH (Inclusive of pump brackets)	5	EACH (EA)	\$ 5,600.00	\$ 28,000.00
11	Re-Construct Lift Station Fillet - 6 FEET Diameter	5	EACH (EA)	\$ 450.00	\$ 2,250.00
12	Re-Construct Lift Station Fillet - 8 FEET Diameter	2	EACH (EA)	\$ 500.00	\$ 1,000.00
13	Re-Construct Lift Station Fillet - 10 FEET Diameter	2	EACH (EA)	\$ 550.00	\$ 1,100.00
14	Re-Construct Lift Station Fillet - 12 FEET Diameter	2	EACH (EA)	\$ 600.00	\$ 1,200.00
15	REMOVE and REPLACE Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault - 4 INCH (price per each riser)	10	EACH (EA)	\$ 6,900.00	\$ 69,000.00
16	REMOVE and REPLACE Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault - 6 INCH (price per each riser)	5	EACH (EA)	\$ 8,200.00	\$ 41,000.00
17	REMOVE and REPLACE Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault - 8 INCH (price per each riser)	5	EACH (EA)	\$ 10,200.00	\$ 51,000.00
18	REMOVE and REPLACE Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault - 10 INCH (price per each riser)	5	EACH (EA)	\$ 13,000.00	\$ 65,000.00
19	REMOVE and REPLACE Existing Piping and Valves within Existing Submersible Lift Station through Existing Valve Vault - 12 INCH (price per each riser)	5	EACH (EA)	\$ 18,000.00	\$ 90,000.00
20	FURNISH and INSTALL 6 FOOT top Slab with 36-INCH x 48-INCH hatch with Safety Gate	5	EACH (EA)	\$ 3,300.00	\$ 16,500.00
21	FURNISH and INSTALL 8 FOOT top Slab with 36-INCH x 48-INCH hatch with Safety Gate	2	EACH (EA)	\$ 3,900.00	\$ 7,800.00
22	FURNISH and INSTALL 5-FT x 5-FT Valve Box with 48-INCH x 48-INCH Hatch	5	EACH (EA)	\$ 6,300.00	\$ 31,500.00
23	FURNISH and INSTALL 6-FT x 6-FT Valve Box with 48-INCH x 48-INCH Hatch	2	EACH (EA)	\$ 7,000.00	\$ 14,000.00
24	Temporary Bypass Riser - 4 INCH	5	EACH (EA)	\$ 4,500.00	\$ 22,500.00
25	Temporary Bypass Riser - 6 INCH	2	EACH (EA)	\$ 5,200.00	\$ 10,400.00
26	Temporary Bypass Riser - 8 INCH	2	EACH (EA)	\$ 6,700.00	\$ 13,400.00
27	2-INCH SS Dual Guide Rails with Brackets - 10 FT to 15 FT	10	EACH (EA)	\$ 1,500.00	\$ 15,000.00
28	2-INCH SS Dual Guide Rails with Brackets - 15 FT to 20 FT	5	EACH (EA)	\$ 1,800.00	\$ 9,000.00
29	3-INCH SS Dual Guide Rails with Brackets - 10 FT to 15 FT	5	EACH (EA)	\$ 2,000.00	\$ 10,000.00
30	3-INCH SS Dual Guide Rails with Brackets - 15 FT to 20 FT	5	EACH (EA)	\$ 2,500.00	\$ 12,500.00
31	FURNISH and INSTALL 3-INCH DRAIN	5	EACH (EA)	\$ 700.00	\$ 3,500.00
32	Drain and Clean Wet Well - 6 FOOT	5	EACH (EA)	\$ 900.00	\$ 4,500.00
33	Drain and Clean Wet Well - 8 FOOT	2	EACH (EA)	\$ 1,000.00	\$ 2,000.00
34	Drain and Clean Wet Well - 10 FOOT	3	EACH (EA)	\$ 1,300.00	\$ 3,900.00
35	Drain and Clean Wet Well - 12 FOOT	3	EACH (EA)	\$ 1,600.00	\$ 4,800.00
36	CONNECT Lift Station Piping to Existing Force Main - 4 INCH	5	EACH (EA)	\$ 2,100.00	\$ 10,500.00
37	CONNECT Lift Station Piping to Existing Force Main - 6 INCH	2	EACH (EA)	\$ 2,200.00	\$ 4,400.00
38	CONNECT Lift Station Piping to Existing Force Main - 8 INCH	2	EACH (EA)	\$ 2,300.00	\$ 4,600.00
39	CONNECT Lift Station Piping to Existing Force Main - 10 INCH	2	EACH (EA)	\$ 3,000.00	\$ 6,000.00
40	CONNECT Lift Station Piping to Existing Force Main - 12 INCH	2	EACH (EA)	\$ 3,200.00	\$ 6,400.00
41	FURNISH and INSTALL HDPE Riser Pipe, Bracket, Base Ell and Base Plate in Place of Ductile Iron Riser and Fitting on line Item 16 - 4 INCH (This price will be either added if more or subtracted if less from original base bid price)	2	EACH (EA)	\$ 5,800.00	\$ 11,600.00
42	FURNISH and INSTALL HDPE Riser Pipe, Bracket, Base Ell and Base Plate in Place of Ductile Iron Riser and Fitting on line Item 17 - 6 INCH (This price will be either added if more or subtracted if less from original base bid price)	2	EACH (EA)	\$ 6,600.00	\$ 13,200.00
43	FURNISH and INSTALL HDPE Riser Pipe, Bracket, Base Ell and Base Plate in Place of Ductile Iron Riser and Fitting on line Item 18 - 8 INCH (This price will be either added if more or subtracted if less from original base bid price)	3	EACH (EA)	\$ 9,200.00	\$ 27,600.00
44	FURNISH and INSTALL HDPE Riser Pipe, Bracket, Base Ell and Base Plate in Place of Ductile Iron Riser and Fitting on line Item 19 - 10 INCH (This price will be either added if more or subtracted if less from original base bid price)	3	EACH (EA)	\$ 11,000.00	\$ 33,000.00
45	FURNISH and INSTALL HDPE Riser Pipe, Bracket, Base Ell and Base Plate in Place of Ductile Iron Riser and Fitting on line Item 20 - 12 INCH (This price will be either added if more or subtracted if less from original base bid price)	3	EACH (EA)	\$ 12,000.00	\$ 36,000.00
46	REMOVE and REPLACE Existing Potable Water Piping and PRV Valve within Existing and through Existing Valve Vault - 6 INCH	1	EACH (EA)	\$ 2,700.00	\$ 2,700.00
47	REMOVE and REPLACE Existing Potable Water Piping and PRV Valve within Existing and through Existing Valve Vault - 8 INCH	1	EACH (EA)	\$ 3,200.00	\$ 3,200.00
48	REMOVE and REPLACE Existing Potable Water Piping and PRV Valve within Existing and through Existing Valve Vault - 10 INCH	1	EACH (EA)	\$ 4,000.00	\$ 4,000.00
49	REMOVE and REPLACE Existing Potable Water Piping and PRV Valve within Existing and through Existing Valve Vault - 12 INCH	1	EACH (EA)	\$ 5,200.00	\$ 5,200.00
50	2-INCH Line Stop	1	EACH (EA)	\$ 2,700.00	\$ 2,700.00
51	4-INCH Line Stop	1	EACH (EA)	\$ 3,200.00	\$ 3,200.00
52	6-INCH Line Stop	1	EACH (EA)	\$ 3,800.00	\$ 3,800.00
53	8-INCH Line Stop	1	EACH (EA)	\$ 3,900.00	\$ 3,900.00
54	10-INCH Line Stop	1	EACH (EA)	\$ 4,800.00	\$ 4,800.00
55	12-INCH Line Stop	1	EACH (EA)	\$ 5,600.00	\$ 5,600.00
56	14-INCH Line Stop	1	EACH (EA)	\$ 7,200.00	\$ 7,200.00
57	16-INCH Line Stop	1	EACH (EA)	\$ 9,800.00	\$ 9,800.00

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.B.2.

Meeting Date: October 26, 2020

From: Mike Thornton, (Purchasing Manager), Tracey Dean, (Airport Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Amendment 2 to an existing Task Order 6 with GAI Consultants for bidding and construction phase services on the US Customs and Border Protection Facility Renovation for an amount of \$55,610.00; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the Resolution authorizing execution of the Amendment 2 to Task Order 6 with GAI Consultants for an amount of \$55,610.00.

Analysis:

The City has issued an Invitation for Bid for the renovations at the Leesburg International Airport in the United States Customers and Border Protection clearing facility. GAI Consultants has provided the design of the renovations. The City wishes to engage GAI to provide bidding phase and construction management services. Bidding phase services will involve attending a pre-bid meeting, respond to bidder questions, issue any plan revisions and review bids received and make a Recommendation of Award.

The construction phase services will be needed following award of a construction contract. GAI will provide contract administration services as well as construction oversight on behalf of the City.

Procurement Analysis:

This Amendment is being made to an existing Task Order Number 6 for this project. This additional amount requires Commission approval in accordance City Procurement Policy. This Amendment 2 combined with the original Task Order (\$26,860.00) and Amendment 1(\$8,050.00) bring the total cost for professional services to \$90,520.00.

Options:

1. Approve the resolution authorizing execution of Amendment 2 with GAI Consultants; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

This project is funded by Florida Department of Transportation(FDOT) and the City. FDOT = 80% and City = 20%. Available funds will need to be rolled from FY 20.

Account No. 048-8099-542.31-30

Project No. 480002

WF No. WF1253798

Requisition

Budget \$300,000.00

Available \$268,450.00

Submission Date and Time:

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
AN AMENDMENT 2 TO AN EXISTING TASK ORDER 6 WITH GAI
CONSULTANTS FOR BIDDING AND CONSTRUCTION PHASE SERVICES
ON THE US CUSTOMS AND BORDER PROTECTION FACILITY
RENOVATION FOR AN AMOUNT OF \$55,610.00; AND PROVIDING AN
EFFECTIVE DATE.**

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Mayor and City Clerk are hereby authorized to execute an Amendment 2 with **GAI CONSULTANTS, INC.** whose address is 618 E. South Street, Suite 700 Orlando, Florida 32801 for additional professional services (bidding and construction oversight) related to the United States Customs and Border Protection Facility Rehabilitation.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the **26th** day of **October** 2020.

Mayor

ATTEST:

City Clerk

**AMENDMENT 2 TO
TASK ORDER NUMBER 6**

THIS AMENDMENT 2 TO A TASK ORDER is made as of the 26th day of October, 2020 between **THE CITY OF LEESBURG, FLORIDA**, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the “CITY”), and **GAI Consultants, Inc.** whose address is 618 E. South Street, Suite 700, Orlando, FL 32801 (hereinafter referred to as the “PROFESSIONAL”).

WITNESSTH:

WHEREAS, on November 14, 2016, pursuant to resolution 9904 the CITY and PROFESSIONAL entered into an Agreement for professional engineering services on a continuing basis (hereinafter referred to as the “Master Agreement”). The Master Agreement is referenced herein as though set forth in full text.

WHEREAS, on September 24, 2018 the City Commission approved resolution 10,263 extending the term of the Master Agreement.

WHEREAS, on December 9, 2019 the Leesburg City Commission approved Resolution 10,559 authorizing execution of a Written Task Order Six (hereinafter referred to as “Task Order”) for professional design services for renovation of the United States Customs and Border Protection (USCBP) facility located at the Leesburg International Airport.

WHEREAS, on June 4, 2020 the City Manager approved an Amendment 1 to the Task Order for additional design services related to US Customs & Border Protection requirement to add low voltage wiring to the design drawings.

WHEREAS, the project has been released for bidding and the City requires bidding and construction phase services to be provided by the professional.

NOW THEREFORE, for and in consideration of the mutual covenants and promises contained in this Amendment, the CITY and the PROFESSIONAL do hereby agree as set forth below:

1. **Recitals.** The above recitals are true and correct and are incorporated herein.
2. **Amendment.** The Parties agree to the Additional Services generally described as:
 - a. Task 1 – Bidding - \$8,372.00,
 - b. Task 2 - Construction Contract Administration - \$29,788.00, and
 - c. Task 3 - Construction Observation - \$17,450.00.

The full scope of work for each of these Additional Services is detailed in the PROFESSIONALs proposal included as Attachment ‘A’ for the project described as:

U.S. CUSTOMS AND BORDER PROTECTION FACILITY RENOVATIONS

3. **Compensation.** The PROFESSIONAL shall perform the Additional Services for total compensation not to exceed **\$55,610.00**. The cost of these services shall not exceed this

amount unless the CITY has executed a written change order approving additional Services and additional compensation.

4. **Contingent on Commission Approval.** Services under Task 2 and Task 3 are contingent on the Leesburg City Commission approving a Construction Services Agreement for the Project with the successful Contractor. Should the Commission not approve the contract award and project, the PROFESSIONAL will be paid for services provided under Task 1 and this Amendment will be terminated.

5. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which may be considered an original, but all of which together shall constitute but one and the same instrument. This Agreement when signed by a party may be delivered by electronic mail or facsimile transmission with the same force and effect as if the same were an executed and delivered original, manually-signed counterpart.

IN WITNESS WHEREOF, the parties hereto have executed this Task Order on the most recent date stated below each signature.

GAI CONSULTANTS, INC.

Jack E. Thompson, Jr.
Florida Aviation Director

THE CITY OF LEESBURG, FLORIDA

Elise Dennison, Mayor

ATTEST:

J. Andi Purvis, City Clerk

APPROVED AS TO FORM:

Fred A. Morrison, City Attorney



**SCOPE OF SERVICES FOR
LEESBURG INTERNATIONAL AIRPORT
U.S. CUSTOMS AND BORDER PATROL FACILITY RENOVATIONS
(BIDDING AND CONSTRUCTION PHASE SERVICES)**

Project Description: Leesburg International Airport (LEE) currently provides customs clearance for aircraft at the U.S. Customs and Border Patrol (USCBP) facility located adjacent to the FBO on Airport Boulevard. The facility was constructed in 2005 and has been maintained by the Airport since it opened. A recent inspection of the USCBP has identified a number of deficiencies in the facility relative to the current USCBP standards. The rehabilitation will require demolition and replacement of interior walls, and mechanical/electrical/plumbing services.

Project Justification: This project includes rehabilitation of the USCBP facility to meet current USCBP standards. These renovations are necessary for LEE to continue providing customs clearance for aircraft.

Tasks and Cost: This scope of services includes Bidding and Construction Administration Services. Total Lump Sum cost of this scope of services is **\$55,610.00**.

BIDDING SERVICES INCLUDES:

Documents prepared for bidding during the Design Phase of this project will be used for soliciting sealed bids from qualified Contractors.

Task 1 – Bidding Services (\$8,372.00)

The Consultant will perform general coordination and will:

- Prepare for and attend the Pre-Bid Conference,
- Respond to Bidder's questions,
- Issue plan revisions, and
- Prepare an Engineer's Recommendation of Award.

CONSTRUCTION PHASE SERVICES:

Task 2 - Construction Contract Administration (\$29,788.00)

Construction Contract Administration shall consist of observation of the construction to become generally familiar with the progress and quality of the Contractor's work to determine if the work is proceeding in general conformity with the Contract Documents. In addition, the Consultant shall aid the SPONSOR by acting as its liaison and Project coordinator with the FDOT during the construction of the Project.

ATTACHMENT 'A'

Construction Contract Administration includes the following services:

- Prepare reimbursement request packages; coordinate their execution by the SPONSOR; and submit to the funding agencies.
- Schedule and conduct a pre-construction conference. Prepare and distribute meeting minutes.
- Schedule and conduct weekly construction coordination meetings. Prepare and distribute meeting minutes.
- Review, approve, or take other appropriate action on all Contractor-required submittals, such as construction schedules and phasing programs, shop drawings, product data, catalog cuts, and samples.
- Review alternative construction methods proposed by the Contractor and advise the SPONSOR of the impact of these methods on the schedule and quality of the Project.
- Prepare supplemental drawings and change orders necessary to execute the work properly within the intended scope. Assist the SPONSOR in resolving contractor claims and disputes.
- Provide interpretation of the Contract Document requirements and advise the Contractor of these on behalf of the SPONSOR when necessary.
- Review and approve monthly and final payments to Contractor(s).
- Furnish the SPONSOR one reproducible set of the record drawings for the completed Project taken from the annotated record drawings based upon Contractor provided information and Contractor submitted as-built drawings.
- Conduct a final project punch-walk, submit a final project punch-list to the Contractor based on observations made at the final project punch-walk, and complete the final project inspection of the completed Project with the SPONSOR, FDOT, and the Contractor.
- Issue certificates of construction completion to the SPONSOR and FDOT.
- Perform an orderly closeout of the Project as required by the SPONSOR and FDOT.

Task 3 – Construction Observation (\$17,450.00)

Construction Observation shall consist of observation on a part-time basis by an engineer/architect who will also:

- Maintain the Project records in accordance with the FDOT standard requirements.
- Review documents and submissions by Contractor(s) pertaining to scheduling or Contract compliance and advise the SPONSOR as to their acceptability.
- Observe the Work to determine general conformity with the Contract Documents and to ascertain the need for correction or rejection of the Work. Neither the activities of the engineer/architect and/or supporting staff nor the presence of any of them at a construction/Project site shall relieve Contractor of its obligations, duties, and responsibilities, including but not limited to, construction means, methods, sequences, techniques, or procedures necessary for performing, superintending, or coordinating the Work in accordance with the Contract Documents and any health or safety precautions or measures required by regulatory agencies.
- Review of testing and inspection completed by Contractor.
- Prepare and submit observation reports of construction activity and problems encountered as required by the SPONSOR and FDOT.

ATTACHMENT 'A'

The construction contract has a 75-calendar day duration from the full notice to proceed. This scope and fee assume that there will be periodic observation of the project and it is assumed that one personnel will be onsite an average of 1 visit a week for 11 weeks.

The Consultant agrees to perform the Construction Observation services for this Project during the construction contract period, estimated to be as follows:

Pre-Construction: 1/2 day
Periodic Observation: 11 visits
Post-Construction: 1/2 day

09/08/2020

FEE PROPOSAL
BIDDING AND CONSTRUCTION PHASE SERVICES FOR REHABILITATION OF USCBP FACILITY
LEESBURG INTERNATIONAL AIRPORT



LABOR SUMMARY

TASK	DESCRIPTION	Engineer Director (202)		Project Manager (206)		Subconsultant	Labor Costs	
		Rate/Hour: \$		Rate/Hour: \$		Cost	Hours	Cost
		Hours	Cost	Hours	Cost	Cost		
1	BIDDING SERVICES							
1.1	Prepare for and attend the Pre-Bid Conference						4	\$ 2,100
1.2	Respond to Bidder's questions						6	\$ 2,586
1.3	Issue plan revisions						4	\$ 2,600
1.4	Prepare Engineer's Recommendation of Award						6	\$ 1,086
	Subtotal						20	\$ 8,372
2	CONSTRUCTION CONTRACT ADMINISTRATION							
2.1	Agency Coordination						16	\$ 3,888
2.2	Pre-construction meeting						4	\$ 1,600
2.3	Weekly Construction meetings						48	\$ 11,700
2.4	Submittal review and approval and RFI resolution						8	\$ 3,700
2.5	Pay application review and approval						12	\$ 3,300
2.6	Final Punchwalk, Final PunchList, and Final Inspection						16	\$ 4,400
2.7	Project closeout						8	\$ 1,200
	Subtotal						112	\$ 29,788
3	CONSTRUCTION OBSERVATION							
3.1	Pre-construction coordination and existing condition documentation						4	\$ 1,100
3.2	On site construction observation						55	\$ 14,250
3.3	Post-construction records preparation & Construction As-Built Review						4	\$ 2,100
	Subtotal						63	\$ 17,450
Total Labor and Expenses		20	\$ 4,860	175	\$ 26,250	\$ 24,500	195	\$ 55,610

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.1.

Meeting Date: October 26, 2020

From: Andi Purvis, (City Clerk)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an Amended Fourth Amendment to Site Agreement for Water Tower Lease with T-Mobile South, LLC; and providing an effective date.

Staff Recommendation:

Staff recommends approval of a Resolution authorizing a Second Amended Fourth Amendment to Site Agreement for Water Tower Lease with T-Mobile South, LLC, which will allow T-Mobile to modify its Antenna Facilities on the City's water tower near Lake Square Mall.

Analysis:

At its July 27, 2020 meeting, the Commission approved the Fourth Amendment to the Water Tower Site Lease. Since that approval, T-Mobile has requested minor changes to the agreement prior to their execution. Changes are listed in Section A, #1, and changing Exhibit "A" to Exhibit "D" (no changes in the equipment).

Procurement Analysis:

N/A

Options:

Approve the Resolution as presented or Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

As a result of this amendment the City will receive a one-time administrative fee of \$2,000.00.

Account No. 001-0000-362-45-01

Submission Date and Time:

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY
CLERK TO EXECUTE AN AMENDED FOURTH AMENDMENT
TO SITE AGREEMENT FOR WATER TOWER LEASE WITH T-
MOBILE SOUTH, LLC; AND PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA:**

THAT The Mayor And City Clerk Are Hereby Authorized To Execute A Fourth
Amendment To Site Agreement For Water Tower Lease With T-Mobile South, LLC, Whose
Address Is Attn: Lease Compliance/Site No. A2e0071a, 12920 Se 38th Street, Bellevue, WA
98006, Under Which T-Mobile Will Modify Its Antenna Facilities As Described And Depicted
On _____ Exhibit _____ D.

THAT this Resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at
a regular meeting held the 26th day of October 2020.

Elise A. Dennison, Mayor

ATTEST:

City Clerk

FOURTH AMENDMENT TO SITE AGREEMENT FOR WATER TOWER LEASE

THIS FOURTH AMENDMENT TO SITE AGREEMENT FOR WATER TOWER LEASE ("Fourth Amendment") is made and entered into by and between The City of Leesburg, Florida, a municipal corporation ("Owner") and T-Mobile South LLC, a Delaware limited liability company, as successor in interest to APT Tampa/Orlando, Inc. ("Tenant").

Recitals

The parties hereto recite, declare and agree as follows:

A. Owner and Tenant (or as applicable, their respective predecessors in interest) entered into that certain Site Lease Agreement for Water Tower Lease dated July 14, 1997, as amended by that First Amendment to Site Agreement for Water Tower Lease dated November 21, 2013 ("First Amendment"), as amended by that Second Amendment to Site Agreement for Water Tower Lease dated June 2, 2017 ("Second Amendment"), as amended by that Third Amendment to Site Agreement for Water Tower Lease dated September 5, 2017 ("Third Amendment") (collectively, the "Lease"), whereby Owner leases to Tenant a certain portion of the property (the "Premises") located at Summit Square Road and Highway 441, Leesburg, Florida (the "Property").

B. Owner and Tenant desire to enter into this Fourth Amendment in order to modify and amend certain provisions of the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Tenant covenant and agree as follows:

1. Effective immediately, Tenant will have the right to modify its Antenna Facilities (formerly designated as "APT Facilities") as described and depicted on Exhibit D, which is attached hereto to replace Exhibit A in the First Amendment, Second Amendment and Third Amendment, and by this reference incorporated herein, and Owner hereby consents to and approves of the modifications described and depicted on Exhibit D in all respects.

2. The parties' notice addresses in the Lease are deleted in their entirety and replaced with the following:

If to Tenant:
T-Mobile USA Inc
Attn: Lease Compliance/Site No. A2E0071A
12920 SE 38th Street
Bellevue, WA 98006

If to Owner:
The City of Leesburg
PO BOX 490630
Leesburg, FL 34749

3. The terms and conditions of the Lease are incorporated herein by this reference, and capitalized terms used in this Fourth Amendment shall have the same meanings such terms are given in the Lease. Except as specifically set forth herein, this Amendment shall in no way modify, alter or amend the remaining terms of the Lease, all of which are ratified by the parties and shall remain in full force and effect. To the extent there is any conflict between the terms and conditions of the Lease and this Fourth Amendment, the terms and conditions of this Fourth Amendment will govern and control.

4. Owner represents and warrants to Tenant that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this Fourth

Site # A2E0071A
Site Name Leesburg Airport-Watertank
Market Orlando

Amendment, or if any such third party consent or approval is required, Owner has obtained any and all such consents or approvals.

5. Prior to implementing any modification of its equipment as described and depicted in Exhibit D, Tenant shall pay a one-time two-thousand dollar (\$2,000.00) administrative change fee to Owner.

[SIGNATURE PAGE FOLLOWS]

Site # A2E0071A
Site Name Leesburg Airport-Watertank
Market Orlando

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment effective as of the date of execution by the last party to sign.

City of Leesburg

T-Mobile South LLC

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: Jess Louk
Title: Director, Network Eng. & Ops.
Date: _____

Witnesses:

Name: _____

Name: _____

Witnesses:

Name: _____

Name: _____



EXHIBIT D
Antennas and Equipment List

Antennas: Nine (9)

Quantity: Three (3)
Type: Panel
Manufacturer: Commscope
Model: FFHH-65C-R3

Quantity: Three (3)
Type: Panel
Manufacturer: Andrew
Model: TMBXX-6517-A2M

Quantity: Three (3)
Type: Panel
Manufacturer: Nokia
Model: AEHC

Orientation: 0 / 120 / 265

Mounting: 145'

Coax Lines: Twelve (12) 1-5/8"
Three (3) Hybrid Cables

Other Rooftop Mounted Equipment: Three (3) AHLOA Radio
Three (3) AHFIG Radio
Three (3) Raycap COVP
Three (3) FHFB
Twelve (12) CommscopeECC1920-VPUB diplexers
Three (3) Andrew ETW200VS12UB TMA's

*No changes to be made to Ground Lease.

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.2.

Meeting Date: October 26, 2020

From: Tracey Dean, (Airport Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a reinstatement and extension of Memorandum of Understanding, between the City of Leesburg and the Civil Air Patrol; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the MOU.

Analysis:

The Civil Air Patrol (CAP) is a volunteer, non-profit, benevolent organization. The missions of the CAP include emergency services, cadet programs and aerospace education. In 2006, the City terminated the lease agreement and all amendments, regarding the building located at 8807 Airport Blvd. Possession and control of the building and grounds was returned to the City; however, the City and CAP have continued to share the space in consideration of the mutual benefits to both parties.

The initial MOU expired on July 9, 2013. It was then extended for five years by Resolution 9683, and expires on October 12, 2020. The Civil Air Patrol now wishes to extend the MOU for an additional five-year term.

Procurement Analysis:

Options:

1. Approve the Reinstatement and Extension of Memorandum of Understanding with the Civil Air Patrol; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

None

Submission Date and Time:

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY
CLERK TO EXECUTE A REINSTATEMENT AND EXTENSION
OF MEMORANDUM OF UNDERSTANDING, BETWEEN THE
CITY OF LEESBURG AND THE CIVIL AIR PATROL; AND
PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA:**

THAT the Mayor and City Clerk are hereby authorized to execute a Reinstatement and Extension of Memorandum of Understanding (MOU), between the City of Leesburg and the Civil Air Patrol.

THAT this Resolution shall become effective upon its passage and adoption.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 26th day of October 2020.

Elise A. Dennison, Mayor

ATTEST:

City Clerk

**REINSTATEMENT AND EXTENSION OF
MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING (“Memorandum”) is entered into by and between **THE CITY OF LEESBURG, FLORIDA** (hereinafter referred to as “City”) and the **CIVIL AIR PATROL, INC.** (hereinafter referred to as “Civil Air Patrol”).

WITNESSETH:

That The City and The Civil Air Patrol entered into a Memorandum of Understanding regarding a structure at Leesburg International Airport previously leased by the City to the Civil Air Patrol, under which the structure, ownership of which had passed to the City under the terms of the then – expired lease, could be utilized by the Civil Air Patrol under limited circumstances. That Memorandum of Understanding expired in 2013. The Memorandum of Understanding was extended for an additional five-year term, expiring October 12, 2020. The parties now wish to extend the term of the Memorandum of Understanding once again for an additional five-year term, and have entered into this Reinstatement for that purpose.

NOW, THEREFORE, for and in consideration of the mutual benefits accruing to the parties to this Reinstatement, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The City agrees to grant the Civil Air Patrol the following rights to use the structure, without charge, under limited circumstances as listed below:
 - a. The Civil Air Patrol may use space within the structure to conduct weekly meetings without charge.
 - b. The Civil Air Patrol may also utilize space within the building to conduct special

meetings; a minimum of two weeks advance written notice must be given to the City for such meetings, and written approval by the City must be obtained.

c. The Civil Air Patrol may utilize space within the building to conduct emergency operations during declared emergencies where the Civil Air Patrol is providing a support role authorized by its Wing Commander.

d. The Civil Air Patrol may utilize space within the building as an office, communications center, and small storage area (square footage to be mutually agreed upon by the Civil Air Patrol and City).

2. The City shall determine the area space within the building that Civil Air Patrol shall be entitled to for use as mentioned above.

3. This Reinstatement shall continue for a period of five (5) years from the date it receives approval from the Leesburg City Commission. After expiration of this term, the Civil Air Patrol shall cease all use of the structure and remove all of its property from the structure.

4. The Civil Air Patrol will provide proof of insurance as may be required to comply with the City's risk management requirements.

5. The City agrees to make all repairs to the building and grounds, and provide routine, ongoing maintenance, as deemed necessary and appropriate by its designated City staff.

6. The City agrees to permit unrestricted access to the office/communications space to authorized Civil Air Patrol personnel during normal business hours.

7. The City shall assume all responsibility for providing utility services to the building and grounds.

8. At the City's discretion, the City may perform any renovations to the building or grounds that, in the City's opinion, best meets the needs of the airport and /or its operations, or the needs of the community.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to set their hands to this Reinstatement on the dates shown.

THE CITY OF LEESBURG, FLORIDA

BY: _____
ELISE DENNISON, Mayor

DATE: _____, 2020

Attest: _____
ANDI PURVIS, City Clerk

APPROVED AS TO FORM AND CONTENT:

CITY ATTORNEY

CIVIL AIR PATROL, INC.

(Type or print name of witness)

BY: _____

Type or print name and corporate title

(Type or print name of witness)

DATE: _____, 2020



LAKE COUNTY COMPOSITE SQUADRON
CIVIL AIR PATROL
UNITED STATES AIR FORCE AUXILIARY
8807 Airport Boulevard

Leesburg, Florida 34788

14 July 2020

Captain Peter Donofrio CAP
Lake Composite Squadron FL-021
Civil Air Patrol

Ms Tracey Dean, Airport Manager, Leesburg International
City of Leesburg, FL
8807 Airport Blvd.
Leesburg, FL 34788

Dear Airport Manager Tracey Dean,

Allow me to explain what Civil Air Patrol (CAP) does for our community. We are the Auxiliary of the US Air Force. One of our premiere missions is our Cadet Program. In this program we take young adults, of any race or gender, aged from 12 to 17 and through a course of leadership, physical fitness, moral leadership, aerospace and STEM (Science, Technology, Engineering, Math) education, we create dynamic Americans and aerospace leaders of tomorrow. Besides the training we do at the local level, we have several college and flight scholarships available to disadvantaged youths.

CAP's mission statement is "Supporting America's communities with emergency response, diverse aviation and ground services, youth development and promotion of air, space, and cyber power". Our core values are "Integrity, Volunteer Service, Excellence, and Respect".

This means that we instill in these young adults a sense of self-worth & respect for our community. We conduct memorial services such as Color Guard that we preformed for the Daughters of the American Revolution during the recent Leesburg Airport Plaque celebration.

We provide classes based on the STEM (Science, Technology, Engineering, and Math) and tutor any cadets that might be having problems grasping these new concepts.

We promote aviation through a series of 10 Orientation Flights, where Cadets get to not only ride in an airplane but to fly it - how many 12 or 13-year-olds do you know that can say they have flown a plane. We have a Wings scholarship program that pays for 100% of flight training through a private pilot.

The Cadets have a weekly Character Development class, taught by the Chaplain to encourage daily use of our core values.

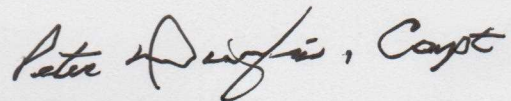
Both cadets and adult members receive training in Emergency Services (ES) and first aid that can save a life, find a missing plane, or help search for a missing person,

All of our adult leaders are fingerprinted & have a criminal background check through the FBI every five years. We have a strict "two on one" rule that ensures no adult is ever alone with a young adult.

We hope to be able to continue to use your building for our weekly meetings and occasional Saturday training to ensure that the young folks get every advantage that they deserve.

If I can provide any additional information, just let me know.

Sincerely

A handwritten signature in black ink that reads "Peter Donofrio, Capt". The signature is fluid and cursive.

PETER DONOFRIO, Captain, CAP
Commander

1- Maj Kolos, Commander, Group 2, SER FLWG



LAKE COUNTY COMPOSITE SQUADRON
CIVIL AIR PATROL
UNITED STATES AIR FORCE AUXILIARY
8807 Airport Boulevard

Leesburg, Florida 34788

13 July 2020

Captain Peter Donofrio CAP
Lake Composite Squadron FL-021
Civil Air Patrol

Ms Tracey Dean, Airport Manager, Leesburg International
City of Leesburg, FL
8807 Airport Blvd.
Leesburg, FL 34788

Dear Airport Manager Tracey Dean,

Lake Composite Squadron will use the building each Tuesday from 6:00 PM – 8:30 PM for Squadron meetings with Cadets (approximately 30) and Seniors (approximately 20).

We would also hope to use the building once per month on a Saturday from 8:00 AM – 12:00 PM for Cadet training and one Saturday per month from 9:00 AM – 12 PM for a Breakfast for the public as a fund raiser.

If you require any additional information, please let me know.

Sincerely

A handwritten signature in black ink that reads "P. Donofrio, Capt".

PETER DONOFRIO, Captain, CAP
Commander

1- Maj Kolos, Commander, Group 2, SER FLWG

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.3.

Meeting Date: October 26, 2020

From: Al Minner, (City Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Civic Organization Funding Agreements for Fiscal Year 2020-21 with Band Parents Association of Leesburg High School, Inc., Boys and Girls Clubs of Central Florida, Inc., Community Development Corporation of Leesburg, Inc., Downtown Leesburg Business Association, Inc., Leesburg Area Chamber of Commerce, Inc., Leesburg Arts Festival DBA Leesburg Center for the Arts, Leesburg Partnership, Inc., Melon Patch Players, Inc. and West Leesburg Community Development Corporation, Inc.; and providing an effective date.

Staff Recommendation:

Staff recommends the execution of the agreements for fiscal year 2020-21 Civic Grant funding with the Band Parents Association of Leesburg High School, Inc., Boys and Girls Clubs of Central Florida, Inc., Community Development Corporation of Leesburg, Inc., Downtown Leesburg Business Association, Inc., Leesburg Area Chamber of Commerce, Inc., Leesburg Art Festival, Inc. DBA Leesburg Center for the Arts, Leesburg Partnership, Inc., Melon Patch Players, Inc. and West Leesburg Community Development Corporation.

Analysis:

For Fiscal Year 2020-21, a total of \$135,165.00 was budgeted for the purpose of funding civic organizations. Following is a list of the organizations that have been considered for funding by the City Commission and the funding amounts.

Band Parents Association of Leesburg High School, Inc. – \$6,455.00
Boys & Girls Club of Central Florida, Inc. - \$15,000.00
Community Development Corporation of Leesburg, Inc. - \$5,000.00
Downtown Leesburg Business Association, Inc. - \$10,000
Leesburg Area Chamber of Commerce - \$15,000.00
Leesburg Art Festival DBA Leesburg Center for the Arts - \$25,000.00
Leesburg Partnership, Inc. - \$38,710.00
Melon Patch Players, Inc. - \$10,000.00
West Leesburg Community Development Corporation, Inc. - \$10,000.00

Procurement Analysis:

N/A

Options:

1. Approve execution of the agreements between the City of Leesburg and Band Parents Association of Leesburg High School, Inc., Boys and Girls Clubs of Central Florida, Inc., Community Development Corporation of Leesburg, Inc., Downtown Leesburg Business Association, Inc., Leesburg Area Chamber of Commerce, Inc., Leesburg Art Festival, Inc. DBA Leesburg Center for the Arts, Leesburg Partnership, Inc., Melon Patch Players, Inc. and West Leesburg Community Development Corporation for fiscal year 2020-21 civic grant funding; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

A total of \$135,165.00 was included in the budget for civic funding.

Account No.	046-6088-534-8210	001-1295-519-8210
Project No.	N/A	N/A
WF No.	N/A	N/A
Requisition	N/A	N/A
Budget	\$85,165.00	\$50,000.00
Available	\$85,165.00	\$50,000.00

Submission Date and Time:

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE CIVIC ORGANIZATION FUNDING AGREEMENTS FOR FISCAL YEAR 2020-21 WITH BAND PARENTS ASSOCIATION OF LEESBURG HIGH SCHOOL, INC., BOYS AND GIRLS CLUBS OF CENTRAL FLORIDA, INC., COMMUNITY DEVELOPMENT CORPORATION OF LEESBURG, INC., DOWNTOWN LEESBURG BUSINESS ASSOCIATION, INC., LEESBURG AREA CHAMBER OF COMMERCE, INC., LEESBURG ARTS FESTIVAL DBA LEESBURG CENTER FOR THE ARTS, LEESBURG PARTNERSHIP, INC., MELON PATCH PLAYERS, INC. AND WEST LEESBURG COMMUNITY DEVELOPMENT CORPORATION, INC.; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

WHEREAS, it is permissible for cities to make contributions to non-profit corporations where the contributions further a public purpose; and

WHEREAS, Band Parents Association of Leesburg High School, Inc., Boys and Girls Clubs of Central Florida, Inc., Community Development Corporation of Leesburg, Inc., Downtown Leesburg Business Association, Inc., Leesburg Area Chamber of Commerce, Inc., Leesburg Art Festival, Inc. DBA Leesburg Center for the Arts, Leesburg Partnership, Inc., Melon Patch Players, Inc. and West Leesburg Community Development Corporation, Inc., are seeking contributions from the City of Leesburg to help provide a public service to City residents; and

WHEREAS, in the past there have been formal executed agreements between the City of Leesburg and agencies receiving such contributions; and

WHEREAS, the City of Leesburg desires to continue having such agreements with the various agencies which receive annual contributions.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Mayor and City Clerk of the City of Leesburg are hereby authorized and directed to execute the Civic Organization Funding Agreements between the City of Leesburg and each entity listed above for the amount listed in each contract.

THAT this resolution shall take effect immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 26th day of October 2020.

ATTEST:

Mayor

City Clerk

CIVIC ORGANIZATION FUNDING AGREEMENT

THIS AGREEMENT is entered into by and between the City of Leesburg, Florida (hereinafter referred to as "City"), and the Band Parents Association of Leesburg High School, Inc., a not for profit corporation (hereinafter referred to as "Agency").

WITNESSETH:

THAT, it is permissible for cities to make contributions to nonprofit corporations where the contributions further a public purpose. Agency is seeking a City contribution to help provide a public service to City residents and the City wishes to make such a contribution for the public purposes stated herein and in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises, mutual covenants, conditions and payments hereinafter contained, the parties agree as follows:

Section 1. City Obligations. City agrees to provide the Agency with a **base amount of \$1,455.00 plus a one-time COVID relief amount of \$5,000.00 for a total funding contribution of \$6,455.00** in fiscal year 2020/21. Said funding contribution will be issued to the Agency as a lump sum disbursement.

Section 2. Agency Obligations. Agency shall be responsible for providing the City with a copy of the most recent IRS Form 990, proof of non-profit status and an activity report(s) showing the uses for which the City's contribution was expended. The financial statement and other required documents shall be mailed to: City Manager's Office, City of Leesburg, P.O. Box 490630, Leesburg, FL 34749-0630. No disbursements will be made until financial statements and proof of non-profit status are received. The Activity Report shall be provided no later than April 1, 2021. **Agency must participate as a marching unit in the 2020 Leesburg Christmas Parade and the 2021 Leesburg Dr. Martin Luther King, Jr. Commemoration Parade/March.**

Section 3. Use of Funds. Agency understands that Florida law prohibits the City from expending funds for other than bona fide public purposes. Agency agrees to use all funds received by it under this Agreement for the following bona fide public purpose(s): **Provide financial assistance to at risk and deserving/needy students in the Leesburg High School Band; participate in City events.** To the extent Agency's financial reports do not document adequately that the funds were expended solely for this bona fide public purpose, Agency agrees to reimburse to the City all funds not documented as having been expended in accordance with this Agreement.

Section 4. Lapse. In the event the Agency does not spend the funding contribution from the City within the stated term of this Agreement for the purposes outlined in this Agreement, or in the event this Agreement is terminated prior to the one-year term in accordance with Section 5 below, the Agency shall return all of the unspent funding contribution to the City on or before the end of the first business day following the termination of this Agreement.

Section 5. Duration of Agreement. This Agreement shall become effective upon the date executed by the last party and shall continue for a period of one (1) year, subject to availability of funds by the City. This Agreement may be terminated by either party with thirty (30) days written notice of its intent to terminate. Approval of this grant by the City does not obligate the City to approve funding for future fiscal years, and should not be relied on by Agency as evidence of any expectation of future

funding. Agency must apply for future funding during the budgetary cycle for the upcoming fiscal year, but is not assured of receiving funding.

Section 6. Modifications. No modifications, amendments or alterations of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith, and approved by the Leesburg City Commission at a public meeting where a quorum was present and the modification of this Agreement was on the agenda for discussion and action.

Section 7. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or undertakings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates under each signature.

THE CITY OF LEESBURG, FLORIDA

By: _____
Mayor

ATTEST:

City Clerk

Approved as to form and content:

City Attorney

Band Parents Association of Leesburg High School, Inc.

By: _____

Printed Name: _____

Title: _____

Mailing Address: _____

CIVIC ORGANIZATION FUNDING AGREEMENT

THIS AGREEMENT is entered into by and between the City of Leesburg, Florida (hereinafter referred to as "City"), and the Boys & Girls Clubs of Central Florida, Inc., a not for profit corporation (hereinafter referred to as "Agency").

WITNESSETH:

THAT, it is permissible for cities to make contributions to nonprofit corporations where the contributions further a public purpose. Agency is seeking a City contribution to help provide a public service to City residents and the City wishes to make such a contribution for the public purposes stated herein and in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises, mutual covenants, conditions and payments hereinafter contained, the parties agree as follows:

Section 1. City Obligations. City agrees to provide the Agency with a **base amount of \$5,000.00 plus a one-time COVID relief amount of \$10,000.00 for a total funding contribution of \$15,000.00** in fiscal year 2020/2021. Said funding contribution will be issued to the Agency as a lump sum disbursement.

Section 2. Agency Obligations. Agency shall be responsible for providing the City with a copy of the most recent IRS Form 990, proof of non-profit status and an activity report(s) showing the uses for which the City's contribution was expended. The financial statement and other required documents shall be mailed to: City Manager's Office, City of Leesburg, P.O. Box 490630, Leesburg, FL 34749-0630. No disbursements will be made until financial statements and proof of non-profit status are received. The Activity Report shall be provided no later than April 1, 2021. Agency shall also provide to the City of Leesburg one table at the Agency's annual dinner event/gala held for the Lake/Sumter Counties Boys & Girls Clubs at no additional cost to the City.

Section 3. Use of Funds. Agency understands that Florida law prohibits the City from expending funds for other than bona fide public purposes. Agency agrees to use all funds received by it under this Agreement for the following bona fide public purpose(s): **Comprehensive summer and after school programs for Leesburg children providing activities and mentoring to ensure academic success, healthy lifestyles, character and citizenship.** To the extent Agency's financial reports do not document adequately that the funds were expended solely for this bona fide public purpose, Agency agrees to reimburse to the City all funds not documented as having been expended in accordance with this Agreement.

Section 4. Lapse. In the event the Agency does not spend the funding contribution from the City within the stated term of this Agreement for the purposes outlined in this Agreement, or in the event this Agreement is terminated prior to the one year term in accordance with Section 5 below, the Agency shall return all of the unspent funding contribution to the City on or before the end of the first business day following the termination of this Agreement.

Section 5. Duration of Agreement. This Agreement shall become effective upon the date executed by the last party and shall continue for a period of one (1) year, subject to availability of funds by the City. This Agreement may be terminated by either party with thirty (30) days written notice of its intent to terminate. Approval of this grant by the City does not obligate the City to approve funding for future fiscal years, and should not be relied on by Agency as evidence of any expectation of future

funding. Agency must apply for future funding during the budgetary cycle for the upcoming fiscal year, but is not assured of receiving funding.

Section 6. Modifications. No modifications, amendments or alterations of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith, and approved by the Leesburg City Commission at a public meeting where a quorum was present and the modification of this Agreement was on the agenda for discussion and action.

Section 7. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or undertakings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates under each signature.

THE CITY OF LEESBURG, FLORIDA

By: _____
Mayor

ATTEST:

City Clerk

Approved as to form and content:

City Attorney

Boys & Girls Clubs of Central Florida, Inc.

By: _____

Printed Name: Gary W. Cain

Title: President and CEO

Mailing Address: PO Box 2987
Orlando, FL 32802

CIVIC ORGANIZATION FUNDING AGREEMENT

THIS AGREEMENT is entered into by and between the City of Leesburg, Florida (hereinafter referred to as "City"), and the Community Development Corporation of Leesburg, Inc., a not for profit corporation (hereinafter referred to as "Agency").

WITNESSETH:

THAT, it is permissible for cities to make contributions to nonprofit corporations where the contributions further a public purpose. Agency is seeking a City contribution to help provide a public service to City residents and the City wishes to make such a contribution for the public purposes stated herein and in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises, mutual covenants, conditions and payments hereinafter contained, the parties agree as follows:

Section 1. City Obligations. City agrees to provide the Agency with a **base amount of \$3,880.00 plus a one-time COVID relief amount of \$1,120 for a total funding contribution of \$5,000.00** in fiscal year 2020/2021. Said funding contribution will be issued to the Agency as a lump sum disbursement.

Section 2. Agency Obligations. Agency shall be responsible for providing the City with a copy of the most recent IRS Form 990, proof of non-profit status and an activity report(s) showing the uses for which the City's contribution was expended. The financial statement and other required documents shall be mailed to: City Manager's Office, City of Leesburg, P.O. Box 490630, Leesburg, FL 34749-0630. No disbursements will be made until financial statements and proof of non-profit status are received. The Activity Report shall be provided no later than April 1, 2021. Agency shall list the City of Leesburg as a sponsor on all printed materials and press releases for the Leesburg Black Heritage Festival.

Section 3. Use of Funds. Agency understands that Florida law prohibits the City from expending funds for other than bona fide public purposes. Agency agrees to use all funds received by it under this Agreement for the following bona fide public purpose(s): **Provide mentoring services and scholarship opportunities; promote diversity through participation in community projects including sponsorship of the Leesburg Black Heritage Festival.** To the extent Agency's financial reports do not document adequately that the funds were expended solely for this bona fide public purpose, Agency agrees to reimburse to the City all funds not documented as having been expended in accordance with this Agreement.

Section 4. Lapse. In the event the Agency does not spend the funding contribution from the City within the stated term of this Agreement for the purposes outlined in this Agreement, or in the event this Agreement is terminated prior to the one year term in accordance with Section 5 below, the Agency shall return all of the unspent funding contribution to the City on or before the end of the first business day following the termination of this Agreement.

Section 5. Duration of Agreement. This Agreement shall become effective upon the date executed by the last party and shall continue for a period of one (1) year, subject to availability of funds by the City. This Agreement may be terminated by either party with thirty (30) days written notice of its intent to terminate. Approval of this grant by the City does not obligate the City to approve funding for future fiscal years, and should not be relied on by Agency as evidence of any expectation of future

funding. Agency must apply for future funding during the budgetary cycle for the upcoming fiscal year, but is not assured of receiving funding.

Section 6. Modifications. No modifications, amendments or alterations of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith, and approved by the Leesburg City Commission at a public meeting where a quorum was present and the modification of this Agreement was on the agenda for discussion and action.

Section 7. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or undertakings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates under each signature.

THE CITY OF LEESBURG, FLORIDA

By: _____
Mayor

ATTEST:

City Clerk

Approved as to form and content:

City Attorney

Community Development Corporation of Leesburg, Inc.

By: _____

Printed Name: _____

Title: _____

Mailing Address: _____

COVID RELIEF CIVIC ORGANIZATION FUNDING AGREEMENT

THIS AGREEMENT is entered into by and between the City of Leesburg, Florida (hereinafter referred to as "City"), and Downtown Leesburg Business Association, Inc., a not for profit corporation (hereinafter referred to as "Agency").

WITNESSETH:

THAT, it is permissible for cities to make contributions to nonprofit corporations where the contributions further a public purpose. Agency is seeking a City contribution to help provide a public service to City residents and the City wishes to make such a contribution for the public purposes stated herein and in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises, mutual covenants, conditions and payments hereinafter contained, the parties agree as follows:

Section 1. City Obligations. City agrees to provide the Agency with a **one-time COVID relief funding contribution of \$10,000.00** in fiscal year 2020/2021. Said funding contribution will be issued to the Agency as a lump sum disbursement.

Section 2. Agency Obligations. Agency shall be responsible for providing the City with proof of non-profit status and an Activity Report(s) showing the uses for which the City's contribution was expended. The required documents shall be mailed to: City Manager's Office, City of Leesburg, P.O. Box 490630, Leesburg, FL 34749-0630. The required documents and Activity Report shall be provided no later than December 31, 2020.

Section 3. Use of Funds. Agency understands that Florida law prohibits the City from expending funds for other than bona fide public purposes. Agency agrees to use all funds received by it under this Agreement for the following bona fide public purpose(s): **Supplement the loss of typical revenue due to the impact of COVID-19 on public/community activities and events.** To the extent Agency's financial reports do not document adequately that the funds were expended solely for this bona fide public purpose, Agency agrees to reimburse to the City all funds not documented as having been expended in accordance with this Agreement.

Section 4. Lapse. In the event the Agency does not spend the funding contribution from the City within the stated term of this Agreement for the purposes outlined in this Agreement, or in the event this Agreement is terminated prior to the one-year term in accordance with Section 5 below, the Agency shall return all of the unspent funding contribution to the City on or before the end of the first business day following the termination of this Agreement.

Section 5. Duration of Agreement. This Agreement shall become effective upon the date executed by the last party and shall continue for a period of one (1) year, subject to availability of funds by the City. This Agreement may be terminated by either party with thirty (30) days written notice of its intent to terminate. Approval of this grant by the City does not obligate the City to approve funding for future fiscal years, and should not be relied on by Agency as evidence of any expectation of future funding. Agency must apply for future funding during the budgetary cycle for the upcoming fiscal year, but is not assured of receiving funding.

Section 6. Modifications. No modifications, amendments or alterations of the terms or conditions contained herein shall be effective unless contained in a written document executed with

the same formality and of equal dignity herewith, and approved by the Leesburg City Commission at a public meeting where a quorum was present and the modification of this Agreement was on the agenda for discussion and action.

Section 7. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or undertakings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates under each signature.

THE CITY OF LEESBURG, FLORIDA

By: _____
Mayor

ATTEST:

City Clerk

Approved as to form and content:

City Attorney

Downtown Leesburg Business Association, Inc.

By: _____

Printed Name: _____

Title: _____

Mailing Address: PO Box 491847

Leesburg, FL 34749-1847

CIVIC ORGANIZATION FUNDING AGREEMENT

THIS AGREEMENT is entered into by and between the City of Leesburg, Florida (hereinafter referred to as "City"), and Leesburg Area Chamber of Commerce, Inc., a not for profit corporation (hereinafter referred to as "Agency").

WITNESSETH:

THAT, it is permissible for cities to make contributions to nonprofit corporations where the contributions further a public purpose. Agency is seeking a City contribution to help provide a public service to City residents and the City wishes to make such a contribution for the public purposes stated herein and in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises, mutual covenants, conditions and payments hereinafter contained, the parties agree as follows:

Section 1. City Obligations. City agrees to provide the Agency with a **base amount of \$5,000.00 plus a one-time COVID relief amount of \$10,000.00 for a total funding contribution of \$15,000.00** in fiscal year 2020/2021. Said funding contribution will be issued to the Agency as a lump sum disbursement.

Section 2. Agency Obligations. Agency shall be responsible for providing the City with a copy of the most recent IRS Form 990, proof of non-profit status and an activity report(s) showing the uses for which the City's contribution was expended. The financial statement and other required documents shall be mailed to: City Manager's Office, City of Leesburg, P.O. Box 490630, Leesburg, FL 34749-0630. No disbursements will be made until financial statements and proof of non-profit status are received. The Activity Report shall be provided no later than April 1, 2021. Agency shall list the City of Leesburg as a sponsor on all Chamber events, provide tickets to the monthly Sunrise Breakfast for each commissioner and provide entry for one (1) team in the annual Splash Golf event at no additional cost to the City.

Section 3. Use of Funds. Agency understands that Florida law prohibits the City from expending funds for other than bona fide public purposes. Agency agrees to use all funds received by it under this Agreement for the following bona fide public purpose(s): **Provide public relations and promotional information for activities in Leesburg; provide information to citizens, visitors and businesses about city facilities, services and recreational opportunities; provide opportunities for businesses to grow their business.** To the extent Agency's financial reports do not document adequately that the funds were expended solely for this bona fide public purpose, Agency agrees to reimburse to the City all funds not documented as having been expended in accordance with this Agreement.

Section 4. Lapse. In the event the Agency does not spend the funding contribution from the City within the stated term of this Agreement for the purposes outlined in this Agreement, or in the event this Agreement is terminated prior to the one year term in accordance with Section 5 below, the Agency shall return all of the unspent funding contribution to the City on or before the end of the first business day following the termination of this Agreement.

Section 5. Duration of Agreement. This Agreement shall become effective upon the date executed by the last party and shall continue for a period of one (1) year, subject to availability of funds by the City. This Agreement may be terminated by either party with thirty (30) days written notice of

its intent to terminate. Approval of this grant by the City does not obligate the City to approve funding for future fiscal years, and should not be relied on by Agency as evidence of any expectation of future funding. Agency must apply for future funding during the budgetary cycle for the upcoming fiscal year, but is not assured of receiving funding.

Section 6. Modifications. No modifications, amendments or alterations of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith, and approved by the Leesburg City Commission at a public meeting where a quorum was present and the modification of this Agreement was on the agenda for discussion and action.

Section 7. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or undertakings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates under each signature.

THE CITY OF LEESBURG, FLORIDA

By: _____
Mayor

ATTEST:

City Clerk

Approved as to form and content:

City Attorney

Leesburg Area Chamber of Commerce, Inc.

By: _____

Printed Name: _____

Title: _____

Mailing Address: _____

CIVIC ORGANIZATION FUNDING AGREEMENT

THIS AGREEMENT is entered into by and between the City of Leesburg, Florida (hereinafter referred to as "City"), and the Leesburg Art Festival, Inc. DBA Leesburg Center for the Arts, a not for profit corporation (hereinafter referred to as "Agency").

WITNESSETH:

THAT, it is permissible for cities to make contributions to nonprofit corporations where the contributions further a public purpose. Agency is seeking a City contribution to help provide a public service to City residents and the City wishes to make such a contribution for the public purposes stated herein and in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises, mutual covenants, conditions and payments hereinafter contained, the parties agree as follows:

Section 1. City Obligations. City agrees to provide the Agency with a **base amount of \$10,670.00 plus a one-time COVID relief amount of \$14,330.00 for a total funding contribution of \$25,000.00** in fiscal year 2020/2021. Said funding contribution will be issued to the Agency as a lump sum disbursement.

Section 2. Agency Obligations. Agency shall be responsible for providing the City with a copy of the most recent IRS Form 990, proof of non-profit status and an activity report(s) showing the uses for which the City's contribution was expended. The financial statement and other required documents shall be mailed to: City Manager's Office, City of Leesburg, P.O. Box 490630, Leesburg, FL 34749-0630. No disbursements will be made until financial statements and proof of non-profit status are received. The Activity Report shall be provided no later than April 1, 2021. Agency shall also provide to the City of Leesburg ten (10) tickets for the annual Beast Feast event and ten (10) tickets to be used at any combination of CFA live events at no additional cost to the City.

Section 3. Use of Funds. Agency understands that Florida law prohibits the City from expending funds for other than bona fide public purposes. Agency agrees to use all funds received by it under this Agreement for the following bona fide public purpose(s): **Promote growth and vitality of the community by providing educational opportunities in the arts for all ages; provide cultural events for the community; provide a central location which attracts talented artists, artisans, musicians and audiences.** To the extent Agency's financial reports do not document adequately that the funds were expended solely for this bona fide public purpose, Agency agrees to reimburse to the City all funds not documented as having been expended in accordance with this Agreement.

Section 4. Lapse. In the event the Agency does not spend the funding contribution from the City within the stated term of this Agreement for the purposes outlined in this Agreement, or in the event this Agreement is terminated prior to the one year term in accordance with Section 5 below, the Agency shall return all of the unspent funding contribution to the City on or before the end of the first business day following the termination of this Agreement.

Section 5. Duration of Agreement. This Agreement shall become effective upon the date executed by the last party and shall continue for a period of one (1) year, subject to availability of funds by the City. This Agreement may be terminated by either party with thirty (30) days written notice of its intent to terminate. Approval of this grant by the City does not obligate the City to approve funding for future fiscal years, and should not be relied on by Agency as evidence of any expectation of future

funding. Agency must apply for future funding during the budgetary cycle for the upcoming fiscal year, but is not assured of receiving funding.

Section 6. Modifications. No modifications, amendments or alterations of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith, and approved by the Leesburg City Commission at a public meeting where a quorum was present and the modification of this Agreement was on the agenda for discussion and action.

Section 7. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or undertakings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates under each signature.

THE CITY OF LEESBURG, FLORIDA

By: _____
Mayor

ATTEST:

City Clerk

Approved as to form and content:

City Attorney

Leesburg Art Festival, Inc.
DBA Leesburg Center for the Arts

By: _____

Printed Name: _____

Title: _____

Mailing Address: _____

CIVIC ORGANIZATION FUNDING AGREEMENT

THIS AGREEMENT is entered into by and between the City of Leesburg, Florida (hereinafter referred to as "City"), and the Leesburg Partnership, Inc., a not for profit corporation (hereinafter referred to as "Agency").

WITNESSETH:

THAT, it is permissible for cities to make contributions to nonprofit corporations where the contributions further a public purpose. Agency is seeking a City contribution to help provide a public service to City residents and the City wishes to make such a contribution for the public purposes stated herein and in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises, mutual covenants, conditions and payments hereinafter contained, the parties agree as follows:

Section 1. City Obligations. City agrees to provide the Agency with **\$38,710.00** funding contribution in fiscal year 2020/2021. Said funding contribution will be issued to the Agency as a lump sum disbursement.

Section 2. Agency Obligations. Agency shall be responsible for providing the City with a copy of the most recent IRS Form 990, proof of non-profit status and an activity report(s) showing the uses for which the City's contribution was expended. The financial statement and other required documents shall be mailed to: City Manager's Office, City of Leesburg, P.O. Box 490630, Leesburg, FL 34749-0630. No disbursements will be made until financial statements and proof of non-profit status are received. The Activity Report shall be provided no later than April 1, 2021. Agency shall also provide to the City of Leesburg one table at the Agency's annual dinner/event at no additional cost to the City.

Section 3. Use of Funds. Agency understands that Florida law prohibits the City from expending funds for other than bona fide public purposes. Agency agrees to use all funds received by it under this Agreement for the following bona fide public purpose(s): **Promotion and presentation of numerous community oriented events including BikeFest, Food Truck-n-Flick Night and Leesburg Christmas Parade.** To the extent Agency's financial reports do not document adequately that the funds were expended solely for this bona fide public purpose, Agency agrees to reimburse to the City all funds not documented as having been expended in accordance with this Agreement.

Section 4. Lapse. In the event the Agency does not spend the funding contribution from the City within the stated term of this Agreement for the purposes outlined in this Agreement, or in the event this Agreement is terminated prior to the one year term in accordance with Section 5 below, the Agency shall return all of the unspent funding contribution to the City on or before the end of the first business day following the termination of this Agreement.

Section 5. Duration of Agreement. This Agreement shall become effective upon the date executed by the last party and shall continue for a period of one (1) year, subject to availability of funds by the City. This Agreement may be terminated by either party with thirty (30) days written notice of its intent to terminate. Approval of this grant by the City does not obligate the City to approve funding for future fiscal years, and should not be relied on by Agency as evidence of any expectation of future

funding. Agency must apply for future funding during the budgetary cycle for the upcoming fiscal year, but is not assured of receiving funding.

Section 6. Modifications. No modifications, amendments or alterations of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith, and approved by the Leesburg City Commission at a public meeting where a quorum was present and the modification of this Agreement was on the agenda for discussion and action.

Section 7. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or undertakings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates under each signature.

THE CITY OF LEESBURG, FLORIDA

By: _____
Mayor

ATTEST:

City Clerk

Approved as to form and content:

City Attorney

Leesburg Partnership, Inc.

By: _____

Printed Name: _____

Title: _____

Mailing Address: _____

CIVIC ORGANIZATION FUNDING AGREEMENT

THIS AGREEMENT is entered into by and between the City of Leesburg, Florida (hereinafter referred to as "City"), and Melon Patch Players, Inc., a not for profit corporation (hereinafter referred to as "Agency").

WITNESSETH:

THAT, it is permissible for cities to make contributions to nonprofit corporations where the contributions further a public purpose. Agency is seeking a City contribution to help provide a public service to City residents and the City wishes to make such a contribution for the public purposes stated herein and in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises, mutual covenants, conditions and payments hereinafter contained, the parties agree as follows:

Section 1. City Obligations. City agrees to provide the Agency with a **base amount of \$5,500.00 plus a one-time COVID relief amount of \$4,500.00 for a total funding contribution of \$10,000.00** in fiscal year 2020/2021. Said funding contribution will be issued to the Agency as a lump sum disbursement.

Section 2. Agency Obligations. Agency shall be responsible for providing the City with a copy of the most recent IRS Form 990, proof of non-profit status and an activity report(s) showing the uses for which the City's contribution was expended. The financial statement and other required documents shall be mailed to: City Manager's Office, City of Leesburg, P.O. Box 490630, Leesburg, FL 34749-0630. No disbursements will be made until financial statements and proof of non-profit status are received. The Activity Report shall be provided no later than April 1, 2021. Agency shall list the City of Leesburg as a sponsor for two productions in the upcoming performance season.

Section 3. Use of Funds. Agency understands that Florida law prohibits the City from expending funds for other than bona fide public purposes. Agency agrees to use all funds received by it under this Agreement for the following bona fide public purpose(s): **Enrich the culture of the City by providing quality community theatre productions several times each year.** To the extent Agency's financial reports do not document adequately that the funds were expended solely for this bona fide public purpose, Agency agrees to reimburse to the City all funds not documented as having been expended in accordance with this Agreement.

Section 4. Lapse. In the event the Agency does not spend the funding contribution from the City within the stated term of this Agreement for the purposes outlined in this Agreement, or in the event this Agreement is terminated prior to the one year term in accordance with Section 5 below, the Agency shall return all of the unspent funding contribution to the City on or before the end of the first business day following the termination of this Agreement.

Section 5. Duration of Agreement. This Agreement shall become effective upon the date executed by the last party and shall continue for a period of one (1) year, subject to availability of funds by the City. This Agreement may be terminated by either party with thirty (30) days written notice of its intent to terminate. Approval of this grant by the City does not obligate the City to approve funding for future fiscal years, and should not be relied on by Agency as evidence of any expectation of future funding. Agency must apply for future funding during the budgetary cycle for the upcoming fiscal year, but is not assured of receiving funding.

Section 6. Modifications. No modifications, amendments or alterations of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith, and approved by the Leesburg City Commission at a public meeting where a quorum was present and the modification of this Agreement was on the agenda for discussion and action.

Section 7. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or undertakings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates under each signature.

THE CITY OF LEESBURG, FLORIDA

By: _____
Mayor

ATTEST:

City Clerk

Approved as to form and content:

City Attorney

Melon Patch Players, Inc.

By: _____

Printed Name: _____

Title: _____

Mailing Address: _____

COVID RELIEF CIVIC ORGANIZATION FUNDING AGREEMENT

THIS AGREEMENT is entered into by and between the City of Leesburg, Florida (hereinafter referred to as "City"), and West Leesburg Community Development Corporation, Inc., a not for profit corporation (hereinafter referred to as "Agency").

WITNESSETH:

THAT, it is permissible for cities to make contributions to nonprofit corporations where the contributions further a public purpose. Agency is seeking a City contribution to help provide a public service to City residents and the City wishes to make such a contribution for the public purposes stated herein and in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises, mutual covenants, conditions and payments hereinafter contained, the parties agree as follows:

Section 1. City Obligations. City agrees to provide the Agency with a **one-time COVID relief funding contribution in the amount of \$10,000.00** in fiscal year 2020/2021. Said funding contribution will be issued to the Agency as a lump sum disbursement.

Section 2. Agency Obligations. Agency shall be responsible for providing the City with proof of non-profit status and an Activity Report(s) showing the uses for which the City's contribution was expended. The required documents shall be mailed to: City Manager's Office, City of Leesburg, P.O. Box 490630, Leesburg, FL 34749-0630. The required documents and Activity Report shall be provided no later than December 31, 2020.

Section 3. Use of Funds. Agency understands that Florida law prohibits the City from expending funds for other than bona fide public purposes. Agency agrees to use all funds received by it under this Agreement for the following bona fide public purpose(s): **Supplement the loss of typical revenue due to the impact of COVID-19 on public/community activities and events.** To the extent Agency's financial reports do not document adequately that the funds were expended solely for this bona fide public purpose, Agency agrees to reimburse to the City all funds not documented as having been expended in accordance with this Agreement.

Section 4. Lapse. In the event the Agency does not spend the funding contribution from the City within the stated term of this Agreement for the purposes outlined in this Agreement, or in the event this Agreement is terminated prior to the one year term in accordance with Section 5 below, the Agency shall return all of the unspent funding contribution to the City on or before the end of the first business day following the termination of this Agreement.

Section 5. Duration of Agreement. This Agreement shall become effective upon the date executed by the last party and shall continue for a period of one (1) year, subject to availability of funds by the City. This Agreement may be terminated by either party with thirty (30) days written notice of its intent to terminate. Approval of this grant by the City does not obligate the City to approve funding for future fiscal years, and should not be relied on by Agency as evidence of any expectation of future funding. Agency must apply for future funding during the budgetary cycle for the upcoming fiscal year, but is not assured of receiving funding.

Section 6. Modifications. No modifications, amendments or alterations of the terms or conditions contained herein shall be effective unless contained in a written document executed with

the same formality and of equal dignity herewith, and approved by the Leesburg City Commission at a public meeting where a quorum was present and the modification of this Agreement was on the agenda for discussion and action.

Section 7. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or undertakings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates under each signature.

THE CITY OF LEESBURG, FLORIDA

By: _____
Mayor

ATTEST:

City Clerk

Approved as to form and content:

City Attorney

West Leesburg Community Development Corporation, Inc.

By: _____

Printed Name: _____

Title: _____

Mailing Address: 1041 CR 468, Suite 106

Leesburg, FL 34748

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.4.

Meeting Date: October 26, 2020

From: Andi Purvis, (City Clerk)

Subject: Resolution of the City Commission of the City of Leesburg, Florida accepting a Utility Easement to the City of Leesburg from Dominick J. Durante, Jr., and Patricia A. Durante, his wife, for the purpose of granting the City an Easement over the property described therein; and providing an effective date.

Staff Recommendation:

Staff recommends accepting and approving the Resolution for a Utility Easement from Dominick J. Durante, Jr., and Patricia A. Durante, his wife, dated October 9, 2020, and recorded October 9, 2020, under Instrument #2020113195, in Official Records Book 5560, Pages 521-523, Public Records of Lake County, Florida, for the purpose of granting the City an easement over certain real property, lying in Lake Griffin Park, according to the Plat thereof, recorded in Plat Book 11, Page 9, Public Records of Lake County, Florida, and more particularly described in said Utility Easement, to the City of Leesburg.

Analysis:

Dominick J. Durante, Jr., and Patricia A. Durante, his wife, are granting a Utility Easement to the City of Leesburg for the purpose of construction, installation, repair, maintenance, replacement and improvement of underground or above ground utilities, including but not limited to water, sewer, reuse water, natural gas, and electricity.

Procurement Analysis:

None

Options:

Adopt the Resolution accepting and approving the Utility Easement as presented, or such alternative action as the Commission may deem appropriate.

Fiscal Impact:

None

Submission Date and Time:

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA ACCEPTING A UTILITY EASEMENT TO THE CITY OF
LEESBURG FROM DOMINICK J. DURANTE, JR., AND PATRICIA A.
DURANTE, HIS WIFE, FOR THE PURPOSE OF GRANTING THE CITY AN
EASEMENT OVER THE PROPERTY DESCRIBED THEREIN; AND
PROVIDING AN EFFECTIVE DATE.**

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the City of Leesburg, Florida does hereby accept from Dominick J. Durante, Jr., and Patricia A. Durante, his wife, a Utility Easement dated October 9, 2020, and recorded October 9, 2020, under Instrument #2020113195, in Official Records Book 5560, Pages 521-523, Public Records of Lake County, Florida, conveying certain real property lying in Lake Griffin Park, according to the plat thereof as recorded in Plat Book 11, page 9, Public Records of Lake County, Florida, and more particularly described in said Utility Easement, to the City of Leesburg.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 26th day of October 2020.

Mayor

ATTEST:

City Clerk

THIS INSTRUMENT PREPARED BY & RETURN TO:
Fred A. Morrison
McLin & Burnsed, P.A.
Post Office Box 491357
Leesburg, Florida 34749-1357

INSTRUMENT #2020113195
OR BK 5560 PG 521 - 523 (3 PGS)
DATE: 10/9/2020 2:32:04 PM
GARY J. COONEY, CLERK OF THE CIRCUIT COURT
AND COMPTROLLER, LAKE COUNTY, FLORIDA
RECORDING FEES \$27.00 DEED DOC \$0.70

Utility Easement

RESERVED FOR RECORDING

THIS EASEMENT given the 9th day of OCTOBER, 2020, by **DOMINICK J. DURANTE, JR. AND PATRICIA A. DURANTE, HIS WIFE**, whose address is 6826 Silver Charm Court, Leesburg, Florida 34748, hereafter referred to as Grantor, to **THE CITY OF LEESBURG, FLORIDA**, whose address is P.O. Box 490630, Leesburg, FL 34749-0630, hereafter referred to as Grantee,

WITNESSETH:

That for and in consideration of the sum of \$1.00 and other good and valuable considerations, in hand paid and tendered unto Grantor, receipt whereof is hereby acknowledged, Grantor does hereby grant, bargain, sell, convey and confirm unto Grantee, its successors and assigns forever, a perpetual easement over and across the following described real property:

AS DESCRIBED ON EXHIBIT "A" ATTACHED

for the purpose of construction, installation, repair, maintenance, replacement and improvement of underground or above ground utilities, including but not limited to water, sewer, reuse water, natural gas, and electricity. If Grantee damages any surface improvements in its use of this easement, it shall repair any such damage at its expense, and restore the improvements to substantially the same condition they were in prior to the damage. Grantee is also given an irrevocable license, for so long as this Easement remains in effect, to cross the adjoining real property owned by Grantor, for the purpose of conducting any activities permitted by this Easement provided that such right of passage shall not interfere substantially with Grantor's use of its adjoining property.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever. Grantor does hereby warrant the title to the interests conveyed to Grantee hereunder and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has set his or her hand and seal the day and year first above written. As used herein, the term "Grantor" shall refer to that person, or those persons, so named above, and shall be interpreted as being singular or plural, and shall be considered to have the person, number and gender appropriate to the context of the named individuals or entities.

{SIGNATURES APPEAR ON FOLLOWING PAGE}

WITNESSES (two required)

GRANTOR:

Robert A. Frischan
(Type or print name of Witness)

Dominick J. Durante, Jr.
DOMINICK J. DURANTE, JR.

R. TOMMIE HOLLOWAY JR.
(Type or print name of witness)

Patricia A. Durante
PATRICIA A. DURANTE

STATE OF FLORIDA
COUNTY OF LAKE

BEFORE ME, the undersigned Notary Public, appeared, either by means of ☒ physical presence, or ☐ online notarization, Dominick J. Durante, Jr., and Patricia A. Durante, his wife, who acknowledged before me on the 9th day of OCTOBER, 2020, that they executed the foregoing instrument, and who were either {CHECK ONE} ☒ personally known to me, or who ☐ produced _____ as identification.

Laura Pennington
NOTARY PUBLIC SIGNATURE
Laura Pennington
Type or print name of Notary Public

GG 200543
Commission Number
4/11/2022
Commission Expiration Date

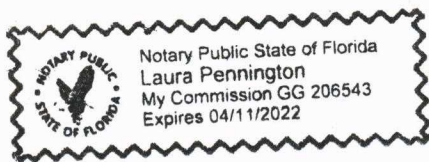
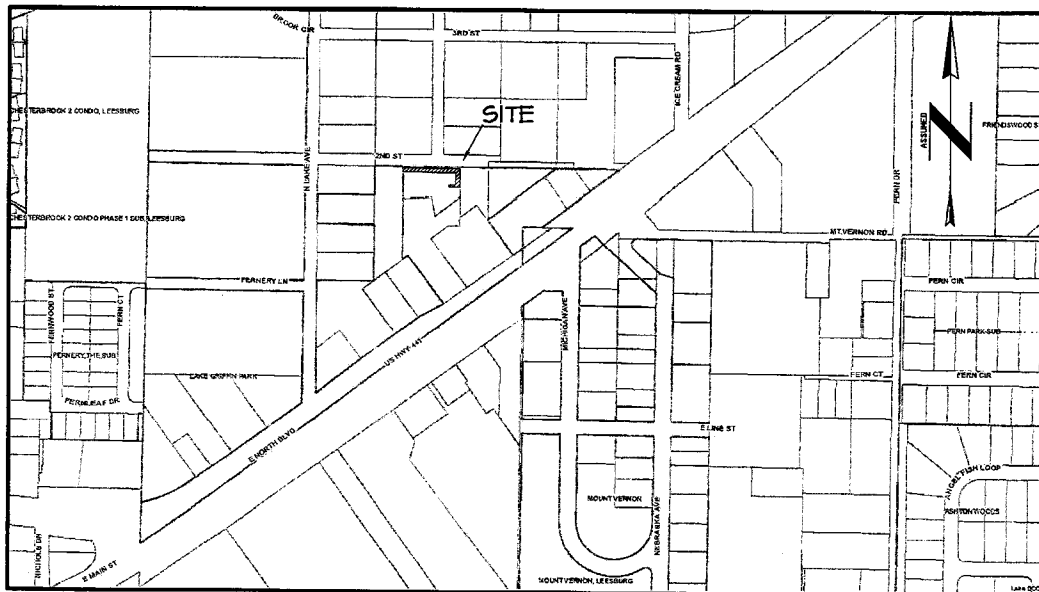


EXHIBIT "A"

BEING A PORTION OF LOTS 14 AND 15, BLOCK 7, LAKE GRIFFIN PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 11, PAGE 9, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF LOT 15, BLOCK 7, LAKE GRIFFIN PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 11, PAGE 9, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE SOUTH $89^{\circ}09'06''$ EAST ALONG THE NORTH LINE OF SAID BLOCK 7 AND THE SOUTH RIGHT-OF-WAY LINE OF BLUE HERON BEND, (BEING A 40 FEET WIDE RIGHT OF WAY), A DISTANCE OF 200.10 FEET TO THE NORTHEAST CORNER OF SAID LOT 14, BLOCK 7; THENCE SOUTH $00^{\circ}50'27''$ WEST ALONG THE EAST LINE OF SAID LOT 14, BLOCK 7, A DISTANCE OF 64.49 FEET; THENCE NORTH $89^{\circ}09'33''$ WEST DEPARTING SAID EAST LINE, A DISTANCE OF 36.62 FEET; THENCE NORTH $00^{\circ}50'27''$ EAST, A DISTANCE OF 7.50 FEET; THENCE SOUTH $89^{\circ}09'33''$ EAST, A DISTANCE OF 21.62 FEET; THENCE NORTH $00^{\circ}50'27''$ EAST, A DISTANCE OF 41.99 FEET; THENCE NORTH $89^{\circ}09'06''$ WEST, A DISTANCE OF 185.12 FEET TO THE WEST LINE OF THE AFORESAID LOT 15, BLOCK 7; THENCE NORTH $00^{\circ}54'48''$ EAST ALONG SAID WEST LINE, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 3906 SQUARE FEET, MORE OR LESS.



City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.5.

Meeting Date: October 26, 2020

From: Tracey Dean, (Airport Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Amendment 1 to Public Transportation Grant Agreement, (PTGA) (Financial Project No. 446990-1-94-01) with The Florida Department of Transportation, to amend the project description, to add additional equipment to the project scope at the Leesburg International Airport; and providing an effective date.

Staff Recommendation:

Staff recommends approval of FDOT Grant Amendment 1.

Analysis:

On January 13, 2020, by Resolution 10,572, the City Commission approved a Public Transportation Grant Agreement, Financial Project No. 446990-1-94-01 for Air Traffic Control Tower Equipment at the Leesburg International Airport. The Florida Department of Transportation has issued Amendment 1 to the grant agreement, to amend the project scope and description, to add additional equipment, and allowing the Airport to use remaining grant funds.

Procurement Analysis:

Options:

1. Approve the resolution authorizing execution of Amendment 1 to FDOT PTGA Financial Project No. 446990-1-94-01; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

None

Submission Date and Time:

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AMENDMENT 1 TO PUBLIC TRANSPORTATION GRANT AGREEMENT, (PTGA) (FINANCIAL PROJECT NO. 446990-1-94-01) WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION, TO AMEND THE PROJECT DESCRIPTION, TO ADD ADDITIONAL EQUIPMENT TO THE PROJECT SCOPE AT THE LEESBURG INTERNATIONAL AIRPORT; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Mayor and City Clerk are hereby authorized to execute Amendment 1 to Public Transportation Grant Agreement No. 446990-1-94-01, with The Florida Department of Transportation, whose address is 719 S Woodland Blvd, MS 530, Deland, FL 32720-6834.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the _____ day of _____ 2020.

Mayor

ATTEST:

City Clerk

**PUBLIC TRANSPORTATION
AMENDMENT TO THE PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Financial Project Number(s): (item-segment-phase-sequence)	Fund(s):	DPTO	FLAIR Category:
446990-1-94-01	Work Activity Code/Function:	215	088719
	Federal Number/Federal Award		Object Code: 751000
	Identification Number (FAIN) – Transit only:		Org. Code: 55052000531
Contract Number: G1169	Federal Award Date:		Vendor Number: VF596000362006
CFDA Number: N/A	Agency DUNS Number:	11-388-9752	Amendment No.: 1
CFDA Title: N/A			
CSFA Number: 55.004			
CSFA Title: Aviation Grant Program			

THIS AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT ("Amendment") is made and entered into on _____, by and between the State of Florida, Department of Transportation ("Department"), and City of Leesburg, ("Agency"), collectively referred to as the "Parties."

RECITALS

WHEREAS, the Department and the Agency on 1/30/2020 (date original Agreement entered) entered into a Public Transportation Grant Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

1. **Amendment Description.** The project is amended To add additional equipment to the project scope at Leesburg International Airport
2. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):
 - ☒ **Aviation**
 - ☐ **Seaports**
 - ☐ **Transit**
 - ☐ **Intermodal**
 - ☐ **Rail Crossing Closure**
 - ☐ **Match to Direct Federal Funding** (Aviation or Transit)
 - (Note: Section 15 and Exhibit G do not apply to federally matched funding)
 - ☐ **Other**
3. **Exhibits.** The following Exhibits are updated, attached, and incorporated into this Agreement:
 - ☒ Exhibit A: Project Description and Responsibilities
 - ☒ Exhibit B: Schedule of Financial Assistance
 - ☐ *Exhibit B1: Deferred Reimbursement Financial Provisions
 - ☐ *Exhibit B2: Advance Payment Financial Provisions
 - ☐ *Exhibit C: Terms and Conditions of Construction
 - ☒ Exhibit D: Agency Resolution
 - ☐ Exhibit E: Program Specific Terms and Conditions
 - ☐ Exhibit F: Contract Payment Requirements
 - ☒ *Exhibit G: Financial Assistance (Single Audit Act)
 - ☐ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
AMENDMENT TO THE PUBLIC TRANSPORTATION
GRANT AGREEMENT

Form 725-000-03
STRATEGIC
DEVELOPMENT
OGC 11/19

___ *Additional Exhibit(s):

4. Project Cost.

The estimated total cost of the Project is ___ increased/ ___ decreased by \$0 bringing the revised total cost of the project to \$150,000.

The Department's participation is ___ increased/ ___ decreased by \$0. The Department agrees to participate in the Project cost up to the maximum amount of \$120,000, and, additionally the Department's participation in the Project shall not exceed 80.00% of the total eligible cost of the Project.

Except as modified, amended, or changed by this Amendment, all of the terms and conditions of the Agreement and any amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the day and year written above.

AGENCY City of Leesburg

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name: _____
Title: _____

By: _____
Name: Loreen Bobo, P.E.
Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

Legal Review: Daniel L. McDermott

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Additional Air Traffic Control Tower (ATCT) Equipment: FAA approved AAIU unit for an ATIS/ASOS interface, including but not limited to VHF transmitters, switches, connectors, cables, and associated software; Tunable Emergency Backup Transceiver w/Backup Power and antenna; and Multi-channel, Multi-line, Digital Voice Recorder including cabling and hardware.

B. Project Location (limits, city, county, map): Leesburg International Airport/Leesburg, FL/Lake

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): Purchase of ATCT Communications Equipment: As required by 215.971, F.S., this scope of work includes purchase, delivery, testing, and commissioning of said equipment. Site preparation (earthwork, electrical, mechanical, and utilities) is to be included in the cost of equipment purchase and delivery. It includes all materials, equipment, labor, and incidentals to purchase, install and commission a new piece of equipment. The Sponsor will comply with Aviation Program Assurances.

The specifics of the Project Scope for the amendment are further described in and limited by the cost proposal prepared by Robinson Aviation, Inc. (RVA), signed on the 23 day of September, 2020, together with all plan updates, necessary design variation, exceptions, and change orders approved by the Agency.

D. Deliverable(s): Final documents to be uploaded into JACIP.

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): Stored Material

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.



**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

EXHIBIT B**Schedule of Financial Assistance**

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
446990-1-94-01	DPTO	088719	2020	751000	55.004	Aviation Grant Program	\$120,000
446990-1-94-01	LF	088719	2020	751000	55.004	Aviation Grant Program	\$30,000
Total Financial Assistance							\$150,000

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Planning	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Environmental/Design/Construction	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Capital Equipment	\$120,000	\$30,000	\$0	\$150,000	80.00	20.00	0.00
Match to Direct Federal Funding	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Totals	\$120,000	\$30,000	\$0	\$150,000			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Joseph A Jerkins

Department Grant Manager Name

Signature



10-15-2020

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation
State Project Title: Aviation Grant Program
CSFA Number: 55.004
***Award Amount:** \$120,000

*The award amount may change with amendments

Specific project information for CSFA Number 55.004 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.004 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 5.C.6.

Meeting Date: October 26, 2020

From: Tracey Dean, (Airport Manager)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, Authorizing the Mayor and City Clerk to execute an Amendment to the Lease between the City of Leesburg (“Landlord”), and RT Orlando Franchise, LP (“Tenant”), related to the location at 9616 US Highway 441, Leesburg, Florida 34788; and providing an effective date.

Staff Recommendation:

Staff recommends approval of the Amendment to Lease.

Analysis:

RT Orlando Franchise, LP, filed for Chapter 11 Bankruptcy on October 7, 2020 as a result of government regulated closures and restrictions affecting the premises resulting from the COVID-19 pandemic. RT Orlando Franchise, LP has proposed an Amendment to Lease, voiding certain terms of the Lease Agreement dated 4/24/2000, as amended and modified; and voiding a Memorandum of Understanding, dated June 11, 2020, in relation to COVID-19 impacts.

Procurement Analysis:

Options:

1. Approve and execute the Amendment to Lease; or,
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Account No. 048-0000-362.01-10

FY 2021 loss of revenue in the amount of \$35,967

Submission Date and Time:

RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AMENDMENT TO THE LEASE BETWEEN THE CITY OF LEESBURG (“LANDLORD”), AND RT ORLANDO FRANCHISE, LP (“TENANT”), RELATED TO THE LOCATION AT 9616 US HIGHWAY 441, LEESBURG, FLORIDA 34788; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with RT Orlando Franchise, LP.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the ____ day of _____ 2020.

Mayor

ATTEST:

City Clerk

AMENDMENT TO LEASE AGREEMENT

This Amendment to Lease Agreement (“**Agreement**”) is made on October ____, 2020, by and between City of Leesburg (“**Landlord**”), and RT Orlando Franchise, LP (“**Tenant**”), collectively referred to herein as the “**Parties**,” and each, a “**Party**,” with reference to the following facts:

WHEREAS, Landlord and Tenant (or their respective predecessors in interest, as applicable) entered into that certain Lease Agreement dated 4/24/2000 (as amended and modified, the “**Lease**”), related to the location at 9616 US HWY 441, LEESBURG, FL 34788 (as further described in the Lease, the “**Premises**”); and

WHEREAS, due to government regulated closures and restrictions affecting the Premises resulting from the COVID-19 pandemic beginning around March 2020, the Parties wish to amend the Lease in accordance with the terms set forth herein;

WHEREAS, Tenant filed for Chapter 11 Bankruptcy protection in the United States Bankruptcy Court for the District of Delaware on October 7, 2020, and bearing Case Number 20-12457 (the “**Chapter 11 Bankruptcy**”);

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Landlord and Tenant hereby agree as follows:

1. Gross Rent Abatement: Landlord shall waive, forgive, and abate all base rent, all additional rent(s), and any other amounts due (including, without limitation, insurance, taxes, Tenant’s Common Area Maintenance costs, etc.) under the Lease for all periods prior to Tenant’s filing of the Chapter 11 Bankruptcy, through and including February 28, 2021.
 - a. *Prior Rent Deferment Void*. If Landlord and Tenant, prior to this Agreement, entered into an agreement in which Tenant agreed to pay, and Landlord agreed to accept, any rents on a deferred payment schedule (the “**Rent Deferral**”), such Rent Deferral is null and void and of no further effect.
2. Base Rent and Payments: Following the conclusion of the gross rent abatement as described herein, Landlord and Tenant have agreed to adjust the Base Rent for the period described below (the “**Base Rent Modification Period**”) payable by Tenant to Landlord as follows:

Term Period	Base/Minimum Rent (Monthly)	Base/Minimum Rent (Annually)
3/1/21 - 2/28/23	\$4,000.00	\$48,000
3/1/23 - 11/30/25	\$4,584.37	\$55,012

- a. *Percentage Rent is Void.* To the extent the Lease contains a percentage rent clause, such clause and any obligations of payment by Tenant to Landlord thereunder shall be null and void and of no further effect during the Base Rent Modification Period described above.

3. Extended Term and Base Rent: The Term is hereby extended from November 30, 2025 to February 28, 2026 (the “**Extended Term**”). The Extended term Minimum Rent shall be as listed below, and payable in accordance with the Lease:

Extended Term Period	Base Rent (Monthly)	Base Rent (Annually)
12/1/25 – 2/28/26	\$4,584.37	\$55,012

4. Renewal Terms: Landlord agrees Tenant shall retain its existing Renewal Term(s) set forth in the Lease with the first or next (as applicable) Renewal Term to begin upon the expiration of the above-described Extended Term, and any subsequent Renewal Terms to begin upon the expiration of the immediately preceding Renewal Term. Tenant may exercise each such Renewal Term by delivering to Landlord written notice of its election to renew in accordance with the Lease.
5. Validity Under Chapter 11 Bankruptcy: The Parties hereby acknowledge and agree that notwithstanding the date on which the Parties execute this Agreement, for all purposes, the Lease, as amended by this Agreement, shall be deemed to be an unexpired lease of nonresidential real property entered into before the commencement of Tenant’s Chapter 11 Bankruptcy, and all of Tenant’s obligations under the Lease shall be prepetition obligations and subject to all rights and defenses of Tenant as a Debtor in the Chapter 11 Bankruptcy, including all rights afforded to Tenant to assume, assume and assign, or reject the Lease under Section 365 of Chapter 11 of Title XI of the United States Code (the “**Bankruptcy Code**”), and all rights and remedies. This Agreement shall only be effective upon the entry of an order (the “**Assumption Order**”) confirming the assumption of the Lease under Sections 363 and/or 365 of the Bankruptcy Code. Tenant’s execution of this Agreement is not, and shall not, be construed as an assumption of the Lease in the Chapter 11 Bankruptcy or an obligation of Tenant to assume the Lease in the Chapter 11 Bankruptcy. Notwithstanding the foregoing, the Parties agree to abide by the terms of this Agreement immediately upon execution of this Agreement unless and until the Lease is rejected. If the Lease is

rejected, any administrative expense claims of Landlord under the Lease (i) shall be calculated as if this Agreement had never been entered into; and (ii) shall be reduced by any post-petition payments made by Tenant under the Lease. Landlord acknowledges that this Agreement constitutes adequate assurance of future performance under the Lease and that no additional adequate assurance shall be required.

6. Waiver of Default and Forbearance: Landlord waives any Tenant or guarantor default or event of default under the Lease or any guaranty existing as of the date of this Agreement. Landlord agrees that no such default or event of default shall be deemed to have caused or cause the loss of any options or rights of Tenant under the Lease which may be contingent upon no prior defaults by Tenant, such as, rights to renew or extend the term of the Lease, rights to expand or reduce the premises covered by the Lease, rights of termination, rights for tenant improvement allowance for the premises, rights of first offer or rights of refusal, or any similar right. Furthermore, Landlord shall forbear from exercising its rights and remedies under the Lease as a result of Tenant's (i) failure to pay any of the sums due and owed under the Lease during the months of April through October, 2020; and (ii) the Chapter 11 Bankruptcy. Such Landlord forbearance shall include, but not be limited to any Landlord right to terminate the Lease, and any such notice of termination previously delivered by Landlord to Tenant, if any, is null and void, and of no force and effect.
7. Consent: Landlord and Tenant each represents and warrants that it has duly obtained the consent of any third party required for entering into this Agreement, including, but not limited to, consent from any mortgagee. Each of Landlord and Tenant shall indemnify, defend, protect, and hold the other party harmless from and against any and all losses, liabilities, damages, claims, judgments, fines, suits, demands, costs, interest and expenses of any kind or nature (including reasonable attorneys' fees and disbursements) incurred in connection with any claim, proceeding, or judgment and the defense thereof, which the indemnified party may incur by reason of any claim of or liability in connection with the representations of such party contained in this section being false.
8. Commission: Each of Landlord and Tenant represents and warrants to the other that it has not dealt with any broker in connection with this Agreement other than Hilco Real Estate, LLC, Tenant's broker, and _____, Landlord's broker, and that, to the best of its knowledge, no other broker negotiated this Agreement or is entitled to any fee or commission in connection herewith. Each party shall pay any commission due to its respective broker pursuant to a separate agreement, and subject to approval of any necessary court. Each of Landlord and Tenant shall indemnify, defend, protect, and hold the other party harmless from and against any and all losses, liabilities, damages, claims, judgments, fines, suits, demands, costs, interest and expenses of any kind or nature (including reasonable attorneys' fees and disbursements) incurred in connection with any claim, proceeding, or judgment and the

defense thereof which the indemnified party may incur by reason of any claim of or liability to any broker, finder, or like agent (other than Hilco Real Estate, LLC and _____) arising out of any dealings claimed to have occurred between the indemnifying party and the claimant in connection with this Agreement, or the above representation being false. The provisions of this section shall survive the expiration or earlier termination of the term of the Lease.

9. Conflicts: In the event of a conflict or ambiguity between the Lease and this Agreement, the terms of this Agreement shall control.
10. Counterparts: This Agreement may be: (i) executed in several counterparts, each of which when executed and delivered shall be deemed an original, and all of which together shall constitute one instrument; and (ii) delivered by original, facsimile, email, or other electronic means, and any Party delivering in such a manner shall be legally bound.

Except as expressly modified by this Agreement, all terms set forth in the Lease are hereby ratified and confirmed. This Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS HEREOF, the Parties have executed this Agreement effective as further described herein.

For Landlord:
City of Leesburg

Signature

Print Name

Title

For Tenant:
RT Orlando Franchise, LP

Signature

Print Name

Title

City of Leesburg Lake Front City

Agenda Memorandum

Item No: 6.A.

Meeting Date: October 26, 2020

From: David Johnson, (Fire Chief)

Subject: Resolution of the City Commission of the City of Leesburg, Florida, authorizing the ratification of the Collective Bargaining Agreement with the Professional Firefighters of Leesburg Local 2957, IAFF, AFL-CFO-CLC; and providing an effective date.

Staff Recommendation:

Staff recommends ratification of the Collective Bargaining Agreement.

Analysis:

A tentative agreement has been reached with the Professional Firefighters of Leesburg Local 2957, IAFF, AFL-CFO-CLC. The union membership has ratified the tentative agreement. The next step in the CBA process is for the Commission to ratify the tentative agreement.

Assuming approval by the City Commission, the agreement will be effective from October 1, 2020 until September 30, 2023. Beyond September 30, 2023, the terms become "status quo" until a new agreement is reached. The City is obligated to continue the bargaining process.

Modifications to the existing contract have been underlined in the attached document. Most notable changes are as follows:

- **Article 6** - Pay increase for existing union members shall be 3% for FY 21 and FY 22 with an opening for FY 23. The entry level pay shall increase 2%. Paramedic pay shall increase each year of the agreement.
- **Article 25** - Reopen this article for FY 23.

Procurement Analysis:

Options:

1. Ratify the Collective Bargaining Agreement with the Professional Firefighters of Leesburg Local 2957, IAFF, AFL-CFO-CLC; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

There is no fiscal impact resulting from ratification by the Commission.

Submission Date and Time:

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA AUTHORIZING RATIFICATION OF THE
COLLECTIVE BARGAINING AGREEMENT WITH THE
PROFESSIONAL FIREFIGHTERS OF LEESBURG LOCAL 2957,
IAFF, AFL-CFO-CLC; AND PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA:**

THAT an Agreement has been reached with the Professional Firefighters of Leesburg Local 2957, IAFF, AFL-CFO-CLC.

THAT the Union Membership has approved the Agreement, and

THAT this Agreement is hereby Ratified and Accepted by the City of Leesburg, and That the Mayor and City Clerk are authorized to execute the agreement on behalf of the City.

THAT this Resolution shall become effective immediately.

PASSED AND ADOPTED BY the City Commission of the City of Leesburg, Florida, at a regular meeting held the 26th day of October 2020.

Elise A. Dennison, Mayor

ATTEST:

City Clerk



COLLECTIVE BARGAINING AGREEMENT

CITY OF LEESBURG

AND

PROFESSIONAL FIREFIGHTERS OF LEESBURG

LOCAL 2957, IAFF,

AFL-CIO-CLC

October 1, ~~2017~~ 20 thru September 30, ~~2020~~ 3





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Article 1

Recognition

1.1. The City recognizes the Union's status by virtue of the Florida Statutes, Section 447.307 and its certification by the Florida Public Employees Relation Commission in Case No OR 86 250 and certification No. 675 as established June 25, 1985 and as subsequently amended. In consequence, thereof, the City recognizes the Union as the exclusive collective bargaining representative of all sworn firefighters in the classification of Firefighter/Engineer, Fire Lieutenant, Firefighter, ~~Firefighter Apprentice~~; and excluding all sworn firefighters in the classifications of Fire Chief/EOC Commander, Deputy Fire Chief, Division Chief, Battalion Chief, and Captain. Fire Chief's Administrative Assistants, and all other employees of the City of Leesburg.

1.2. The City agrees that any employees hired into one of the above-referenced classifications will be covered in all aspects by the provisions of this collective bargaining agreement and shall enjoy all rights and privileges afforded by this agreement without restriction.



Article 2

Management Rights

2.1. “Pursuant to Section 447.209, Florida Statutes – It is the right of the City of Leesburg to determine unilaterally the purpose of the City of Leesburg Fire Department, set standards of services to be offered to the public, and exercise control and discretion over the department’s organization and operations. It is also the right of the City to direct its employees, take disciplinary action for proper cause, and relieve employees from duty because of lack of work or for other legitimate reasons. However, the exercise of such rights shall not preclude employees or their representatives from raising grievances should decisions on the above matters have the practical consequence of violating the terms and conditions of this collective bargaining agreement.”



Article 3

Union Rights

3.1. Stewards:

- a. The City recognizes the right of the Union to designate a steward for each shift. The Union will keep the City advised in writing of the name of such steward or stewards.
- b. The steward is authorized and empowered to represent the Union in dealing with the City in the administration of this Agreement.
- c. A Union steward shall be an employee in the bargaining unit who has satisfactorily completed his probationary period.
- d. The Union recognizes that a Union Steward is not entitled to any specific benefit or treatment because of his role as a steward.
- e. The activities of a Union steward shall be performed during non-working hours except as specifically provided herein. Non-working hours shall include lunchtime, break time and hours before 8:00 a.m. and after 5:00 p.m. Monday through Sunday.
- f. A Union steward may investigate, handle or adjust a formal grievance during working hours under the following conditions:
 1. Activity will be conducted with a minimum of interference with normal work.
 2. In no event will it be done beyond the conclusion of his normal shift, and will only be on a regular rate of pay status.
 3. Must obtain permission from the Fire Chief before conducting an investigation during working hours.
 4. Shall not leave the station(s) to conduct any part of the investigation.
- g. A Union steward shall not spend an unreasonable amount of time investigating a grievance or performing other duties for the Union. The Fire Chief shall have the right to request of the Union that it stop any excessive activity of the Union steward and/or replace the employee with another employee as steward.

3.2. Off Shift Visitation:



Where, in the opinion of the City, it is reasonable and necessary for a local Union Officer, other than an employee on shift to enter upon the City's property or buildings to investigate a previously filed grievance, such agent shall first secure permission from the Fire Chief, or his designee in his absence, and may then set/select a mutually satisfactory date and time for the visit.

3.3. General:

- a. Each employee covered by this Agreement shall have the right to have a Union representative of his choosing present at any time the employee is subjected to questioning which the employee reasonably believes could lead to discipline and/or in any meeting where any disciplinary action is to be taken.



Article 4

Employee Rights

4.1. An employee shall have the right to join or refuse to join in Union activity without interference or intimidation by either the City or the Union. See Appendix “B.”

4.2. There shall be no discrimination, interference, restraint or coercion by the City against any employee for his activity on behalf of, or membership in the Union, or by the Union because of any employee’s lack of such activity or membership.

4.3. The Union agrees that no employee will solicit Union membership during working hours. Working hours shall exclude the non-working hours listed in Article 3.1 e.



Article 5

Strikes

5.1. The City shall have the right to discipline up to and including discharge any employee who instigates, participates in or gives leadership to any strike, sit-down, stay-in or slowdown of Leesburg public safety employees while employed by the City, and will not be involved with any curtailment of work or restriction of service or interference with the operations of the City during the terms of this agreement.



Article 6

Compensation

6.1. The below listed salary ranges shall be in effect for fiscal year 2017 ~~21~~ 20-23 beginning October 1, 2017 20 and ending September 30, 2020 23.

October 1, 2018 <u>20</u> @2704 hours per year				
<u>Position</u>	<u>Hourly Min</u>	<u>Hourly Max</u>	<u>Annual Min</u>	<u>Annual Max</u>
Firefighter 520	\$13.83 <u>\$14.11</u>	\$20.38 <u>\$20.46</u>	\$37,396.32 <u>\$38,153.44</u>	\$55,107.52 <u>\$55,323.84</u>
Firefighter/Engineer 524	\$15.58 <u>\$16.05</u>	\$23.70 <u>\$23.70</u>	\$42,128.32 <u>\$43,399.20</u>	\$64,084.80 <u>\$64,084.80</u>
Fire Lieutenant 529	\$18.80 <u>\$19.36</u>	\$28.69 <u>\$28.69</u>	\$50,835.20 <u>\$52,349.44</u>	\$77,577.76 <u>\$77,577.76</u>

October 1, 2021@2704 hours per year				
<u>Position</u>	<u>Hourly Min</u>	<u>Hourly Max</u>	<u>Annual Min</u>	<u>Annual Max</u>
Firefighter 520	<u>\$14.39</u>	<u>\$20.86</u>	<u>\$38,910.56</u>	<u>\$56,405.44</u>
Firefighter/Engineer 524	<u>\$16.37</u>	<u>\$23.70</u>	<u>\$44,264.48</u>	<u>\$64,084.80</u>
Fire Lieutenant 529	<u>\$19.75</u>	<u>\$28.69</u>	<u>\$53,404.00</u>	<u>\$77,577.76</u>

October 1, 2022@2704 hours per year				
<u>Position</u>	<u>Hourly Min</u>	<u>Hourly Max</u>	<u>Annual Min</u>	<u>Annual Max</u>
Firefighter 520	<u>\$14.68</u>	<u>\$21.28</u>	<u>\$39,694.72</u>	<u>\$57,541.12</u>
Firefighter/Engineer 524	<u>\$16.70</u>	<u>\$24.22</u>	<u>\$45,156.80</u>	<u>\$65,490.88</u>
Fire Lieutenant 529	<u>\$20.15</u>	<u>\$29.26</u>	<u>\$54,485.60</u>	<u>\$79,119.04</u>

6.2. Wages/Salaries. All employees in this bargaining unit shall receive wages/salaries at the base rate in effect for each employee at the time of ratification of this Agreement by the parties or on the date of legislative action on this article by the City Commission. The salaries and wages depicted in Section 6.1 of this Agreement provide for a ~~five~~ three percent (~~5~~ 3%) step increase in year one (1), three percent (3%) step increase in year two (2), and a wage opener (3%) ~~step increase~~ in year three (3); these pay increases per year



shall not exceed the new salary ranges for all bargaining members, which becomes effective October 1, 2017~~20~~²⁰. Newly hired probationary employees shall not be eligible for the step increase until successful completion of the 6 months evaluation period. Once the new employee has completed the probationary period he shall receive the step increase in accordance with this article. The parties agree there shall be no compensation adjustments of any kind unless agreed to by the parties in collective bargaining. Further, the parties agree that there is no entitlement or guarantee to wages/salary adjustments not specifically provided for in this agreement.

The parties agree, however, to re-open this Agreement for the sole purposes of bargaining about compensation and retirement (Article 25) for fiscal year 2022-2023 (beginning October 1, 2022 and ending September 30, 2023). Such negotiations must begin no later than June 1 for the preceding fiscal year and notice must be given under Article 35 of this agreement.

6.3. A current bargaining unit employee promoted into a higher position within the unit will receive at least a five percent (5%) increase from his then base compensation, even if the result places him over the minimum of the applicable range.

6.4. An employee hired into the bargaining unit from outside the City's workforce will be assigned a starting base compensation within the applicable range based on the City's assessment in its sole discretion of his experience and qualifications. Such starting base compensation may exceed the minimum for the range.

6.5. The City's classification and pay plan do not apply to bargaining unit employees; base compensation Paramedic, Field Training Officer (FTO), and Coordinator "Add Pay" of employees is governed exclusively by this Article 6.

6.6. Each bargaining unit employee will be evaluated at 90 days, six (6) months, and one (1) year from his hire date. The evaluation completed one year from the date of hire is the end of probation and the first annual evaluation. Annual evaluations will occur thereafter



on the anniversary of the initial employment date. Documents used and prepared in the process of evaluation shall be of the City's choosing, and may be modified at the City's sole discretion. If over the term of this contract the City considers the entirety of the general fund non-union-represented workforce for merit, bonuses, step increases or COLA increases, the same consideration shall apply to bargaining unit employees.

6.7. Bargaining unit employees shall not exceed the maximum annual salary amount listed as 2017 20-2020 23 paygrades of this contract. Should the step increase outlined in Article 6.2 result in a unit member being placed above the maximum salary range, the unit member shall receive the difference of the step increase in the form of a bonus check paid in the first pay period of October.

6.8. State Certified or Regionally Certified Paramedics recognized by the Leesburg Fire Department and cleared by the Lake County Medical Director may be considered for additional compensation. To receive such pay, bargaining unit personnel assigned as paramedics must maintain their paramedic certifications and cleared to work under Lake County Medical Direction. The Paramedic compensation will be paid as an "Add Pay" in the amount of \$2.65 \$3.31 per hour for actual hours worked and scheduled shift time in year one (1) of this contract, \$2.65 \$3.41 per hour for actual hours worked and scheduled assigned shift time in year two (2) and \$2.83 \$3.51 per hour for actual hours worked and scheduled shift time in year three (3) of this contract, and will not be included in the base rate of pay for any position at the Fire Department. Actually worked, not hours paid/scheduled will count towards determining FLSA time.

6.9. EMS Coordinator and Field Training Officers are supplementary title responsibilities and pay assigned to another recognized bargaining unit position.

6.10. Field Training Officers' (FTO's) compensation shall be \$.74 per hour. To receive such pay, bargaining unit personnel assigned as FTO's must maintain all required certifications, as deemed by the Training Division. The FTO incentive will be paid as an "Add Pay" for actual hours worked and scheduled shift time, and will not be included in the



base rate of pay for any position at the Fire Department. Actually worked, not hours paid/scheduled will count towards determining FLSA [time compensation](#).

[6.11. EMS and Fire Training Coordinators compensation shall be \\$1.11 per hour. To receive such pay, bargaining unit personnel assigned as Coordinators must maintain all required certifications, as deemed by the Training Division. The Coordinator incentive will be paid as an “Add Pay” for actual hours worked and scheduled shift time, and will not be included in the base rate of pay for any position at the Fire Department. Actually worked, not hours paid/scheduled will count towards determining FLSA compensation.](#)



Article 7

Hours of Work/Overtime

7.1. The variable work schedule for members of the bargaining unit shall consist of twenty-four (24) hours on duty and forty-eight (48) hours off duty.

7.2. Pursuant to Section 7(k) of the Fair Labor Standards Act ("FLSA"), the parties acknowledge that the Bargaining Unit has made an election of a twenty-one (21) day work cycle for FLSA overtime purposes and that overtime must be paid at the rate of time and one-half (1 ½) the regular rate of pay to employees of the department for work actually performed in excess of one hundred fifty-nine (159) hours in a twenty-one (21) day work cycle. Such work may be compensated at either the regular rate or time and on-half (1 ½) rate depending upon whether the employee actually works all scheduled hours in the applicable work cycle.

Effective January 1, 2018 firefighter unit employees will be on a twenty-one (21) day work cycle for determining overtime pursuant to FLSA and the granting of a twelve-hour Kelly Day (furlough); the newly selected Kelly Day schedule will be implemented the first full twenty-one (21) day work cycle. The Kelly Day is based on scheduled hours and will be granted during the twenty-one (21) day work cycle. Only hours actually worked, not hours paid, will count towards determining any overtime owed during the twenty-one (21) day work cycle pursuant to FLSA the threshold of 159 hours.

7.3. The "24" on "48" off three-platoon variable work schedule results in a scheduled 2704 hours per year for combat personnel.

7.4 The City agrees to pay each member of the bargaining unit actual hours worked at his current hourly rate in each of the twenty-six (26) pay periods. This results in payment for 2704 hours per year. The payment for 2704 hour per year does not includes payment for FLSA overtime hours in the work cycle.

7.5. An employee shall be required to work overtime when ordered.



7.6. Overtime compensation will be paid in accordance with Federal Labor Standards Act (FLSA) 7k for actual hours worked beyond 159 hours within the twenty-one (21) day work cycle. For the purposes of the computations of overtime compensation, the following shall not be deemed hours worked, namely PTO leave, Time Trade “Worked” (“Swap On”), Kelly Days, Personal Leave Days, “Perpetual Swaps,” holiday time, LTB leave, funeral leave, Jury duty, off-duty doctors’ appointments, off-duty annual physicals, time spent in school or in class on the employee’s own initiative and any other time paid but not worked.

7.7. In the event that a variable workweek 24-hour shift personnel is temporarily reassigned for a special project [or light-duty](#), approved by the Fire Chief, to a 40-hour workweek; the employee’s calculated hour rate shall be converted ~~based on multiplication of employee current base rate by 140%~~ [to his/her equivalent rate based on 2080 per year](#). The conversion is effective with the date of the first bi-weekly pay period the employee begins work project. Additional compensation shall be in accordance with Article 11.

7.8. Personnel temporarily assigned to the special projects shall receive compensation in accordance with FLSA.

7.9. Personnel temporarily assigned shall not be eligible for shift work during the temporary assignment.

[7.10 Bargaining unit members shall have the option to receive payment for overtime worked or compensatory time in accordance with FLSA for actual hours worked. Bargaining unit members shall indicate their preference to the on-duty Battalion prior to the completion of the assigned shift.](#)

[7.11 The maximum accrual compensatory time balance shall be one hundred twenty \(120\) hours. Any hours worked above the compensatory time accrual cap shall be paid in accordance with FLSA.](#)

[7.12 Bargaining unit members may choose to sell back compensatory time throughout the fiscal year. Any remaining comp-time balance in September shall be paid out the last paycheck of the fiscal year.](#)



Article 8

Work Shift

8.1. Shift starting times and shift rescheduling are exclusively the prerogative of the City. However, an employee shall be given reasonable advance notice of any change in his regularly scheduled hours except in the event of an emergency.

8.2. The starting time for bargaining unit employees shall normally be 8:00 a.m. However, in the event the City decides to change the start time and/or the shift schedule, they shall be changed accordingly and the Union shall be so notified in writing.

8.3. The hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, shall be reserved for training, equipment maintenance, scheduled work assignments, and station cleaning. The hours of 8:00 a.m. to 12:00 noon on Saturday and Sunday shall be reserved for equipment maintenance, scheduled work assignments, and station cleaning. During these hours, and all other hours on duty, bargaining unit employees² members shall maintain a state of readiness for emergency call response and special assignments.



Article 9

Paid Time Off

9.1. The City furnishes paid time off (PTO) to all full-time bargaining unit employees. PTO is to be used for vacation, medical absence leaves, and other paid leave for the purposes set forth below. See Appendix “A.”

Eligibility/Administration

9.2. City of Leesburg Personnel Policy 365.

9.3. In any situation in which a medical absence will exceed two shifts due to illness of the employee or other person, the City may require written certification from a treating physician so that a determination may be made as to the eligibility for PTO or LTB.

9.4. In addition to an employee’s own earned PTO time, all bargaining unit employees who have completed six months of employment are eligible for participation in the PTO Donation and Exchange Program as outlined in 9.21.

9.5. Newly hired employees accrue PTO time entitlement, but are not permitted to take PTO leave during their first six months of service.

9.6. PTO time is not earned during an unpaid leave of absence, but is earned during PTO leave or other paid absences.

9.7. PTO time entitlement will not accrue once an employee has reached the maximum accrual permitted as outlined in Article 9.19.

9.8. During PTO/LTB for illness an employee must maintain daily contact with his immediate supervisor (or make suitable arrangements); in order for the supervisor to know the employee’s estimated date of return to work, except when on FMLA. PTO/LTB for illness is contingent upon maintenance of regular contact. If the PTO/LTB for illness qualifies as leave under FMLA, the employee must comply with all aspects of the City’s FMLA policy, including, but not limited to, maintaining regular contact with Human Resources who will keep the Fire Chief informed of the employee’s date of return.



9.9. Depending on the length and circumstances of an employee's illness or disability, the City may require a physician's written release before the employee may return to work.

9.10. A supervisor, with the concurrence of the Battalion Chief or Fire Chief, may send an employee home due to illness without recourse in order to maintain a healthy workplace. The time off will be charged to the employee's accrued PTO/LTB. If the employee does not have a sufficient balance in his PTO or other leave bank, this time shall be charged as leave without pay.

9.11. All accruals formerly known as sick leave banks or long-term banks will remain frozen on the date this article becomes effective and must be used in the event of need for medical absence leave as defined in this article until exhausted before any other available benefit accruals is are used for that purpose.

9.12. PTO leave shall be scheduled and taken as approved by the employee's shift supervisor. The request shall be required in writing, a minimum of ~~seventy-two (72)~~ forty-eight (48) hours in advance, and may be denied if not timely made, if granting PTO would leave the City understaffed or if scheduled work cannot be performed in the absence of the employee.

9.13. Annual PTO date selection shall be based upon rank and years of service (in that order). Preference in selection of other leave dates will be granted by the shift supervisor on a first request basis.

9.14. If a City-paid holiday falls during an employee's PTO, the holiday will not be counted as PTO taken.

9.15. PTO pay shall be based on the employee's base hourly rate of pay applicable at the time the PTO is taken, exclusive of any other factors.

9.16. An employee may take accrued PTO or comp time in increments of at least four (4) hours and less than twenty-four (24) hours away from the Fire station. The leave shall be contiguous to shift change until 1700. Example: Firefighter "A" requests PTO time off that starts at 10:00 a.m. and concludes at 2:00 p.m. Firefighter "A" will need to request a minimum of 6 PTO hours to cover all hours starting from shift change, at the



discretion of, and when approved by the shift commander. The Fire Chief or his designee has final authority to approve or disapprove PTO leave and may exercise that authority when appropriate. Under no circumstances will the leave be granted when it would require that overtime be paid to another person because of the employee's absence.

9.17 The Personal Leave Day:

- A. The Personal Leave Day shall continue to be recognized as a full shift away from work, on the following conditions:
 - 1. The employee's request for a personal leave day off shall be made to the Battalion Chief, at least seventy-two hours in advance of the beginning of the day off. The Fire Chief or his designee has the final authority to approve or disapprove the personal day off. The leave request shall be contiguous to shift change.
 - 2. The request shall not be granted for, among other reasons, when to do so would create an overtime expense to the City.
- B. Bargaining unit employees shall receive one (1) 24-hour Personal Leave day off per calendar year, January 1. Newly hired probationary employees shall not receive the Personal Leave Day until successful completion of the probationary period. Once the new employee has completed the probationary period he shall receive the Personal Leave Day in accordance with this article.

No more than three (3) personal leave days may be deferred and accrued during the term of this Agreement. Any personal leave days in excess of three (3) as of December 31 of any year are abandoned.
- C. In lieu of actually taking time off from work, an employee may take payment for any accrued personal leave day.



PTO Sell Back

Accrual

9.18. PTO entitlement shall accrue for each full-time employee from the employee's date of hire at the following rates outlined in Appendix "A".

Maximum Accrual Permitted

9.19. Unused PTO may be accrued to a maximum of 904 hours.

9.20. Those employees who desire to sell PTO leave hours back to the City rather than use them are allowed to do so under the following guidelines:

- a. The employee must complete a written request in a form acceptable to Human Resources.
- b. A maximum of two hundred twenty-four (224) hours may be sold back to the City in any one fiscal year.
- c. A minimum of eight (8) hours must be sold on each occasion.
- d. An employee may only sell to the City the same number of hours (or less) of PTO time that the employee has used as paid time off away from work during the twelve (12) month period preceding the request for PTO sell back.
- e. Employees may exercise this option a maximum of two (2) times a fiscal year.
- f. Payment may be made in a supplemental check ~~in the City's next pay cycle~~ or in a contribution to the employee's Deferred Comp account, subject to any applicable plan limitations.
- g. PTO Sell Back pay shall be based on the employee's base hourly rate of pay applicable at the time the PTO Sell Back is requested, pursuant to Article 6.1.



PTO Donation and Exchange Policy

9.21. The City has established a plan whereby employees are able to donate some of their PTO/LTB leave to another employee who has none.

All regular full-time and part-time employees are eligible to participate after successfully completing six months of employment. The purpose of the PTO leave exchange policy is to provide time off with pay for employees during periods of personal prolonged illness, accident or injury not otherwise compensated by the City. The following are the guidelines for the use of this policy:

- a. Donated PTO hours are to be used per City's Policy 365 referenced (Paid Time off) and Policy 20 Family and Medical Leave Policy. Employees using such donated PTO hours are deemed to be on an extended leave of absence which must be approved, in advance, by the City Manager. Consistent with applicable law, if such employee is out on FMLA or other leave, there is no guarantee that the employee's position will be held open or remain open indefinitely.
- b. Donations shall come from the Long-Term Bank (formerly Sick Leave) until all available time has been exhausted. Additional donations shall then be drawn from the accumulated PTO accumulation.
- c. Any employee shall be eligible to request the assistance of donated PTO leave when:
 1. All accumulated leave and comp time has been exhausted; and
 2. The employee has been absent for at least 14 consecutive calendar days in either paid or unpaid leave status.
- d. Each request for assistance from the PTO donation exchange program must be VERIFIABLE. (Example: Notification to the Human Resources Department by the Department Head and the ability to receive confirmation from the doctor treating the illness or injury).
- e. PTO shall be per City Policy 365.



f. Upon approval, by virtue of the conditions being met, the Human Resources Department will notify all departments of an employee's need for PTO donations/leave.

g. Any employee wishing to donate PTO leave hours will need to complete the necessary allowing a transfer of PTO leave hours from their account to the needy party's account. This form is available on the intranet.

h. All donations must be in whole amounts. (Example: 4, 7, or 9 hours; fractional donations are not acceptable.)

i. The hours donated will not be taken from the donor's account until they are actually used.

Leave in "Good Standing"

9.22. To leave in "good standing" an employee is expected to provide the City with a minimum of two weeks' written notice, return all City equipment and keys in good condition (ordinary wear and tear excepted), and provide the City with a forwarding address. Human Resources will invite the employee to participate in an Exit Interview. An employee who is discharged for any reason related to discipline, conduct, or work performance does not leave in good standing.

Benefits on Termination

9.23. The following benefits are provided upon termination. However, an employee who does not leave in "good standing" as outlined in Article 9.22 or is discharged for any reason related to discipline, conduct, or work performance, is not entitled to the benefits outlined below.

- a. Any employee who leaves in good standing shall be entitled to payment of up to 504 hours of accumulated PTO/LTB and Personal Leave Days.
- b. Any employee who leaves employment due to retirement or death shall be entitled to payment of up to 704 hours of accumulated PTO/LTB. For the



purposes of this section, “retirement” shall mean anyone who leaves employment who qualifies for retirement benefits under the City’s retirement plan.

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Article 10

Holidays

10.1. The City observes the following holidays for employees:

New Year's Day	Martin Luther King's Birthday
Memorial Day	Independence Day
Labor Day	Veteran's Day
Thanksgiving Day	Day After Thanksgiving Holiday
Christmas Eve	Christmas Day

In the event the City declares a day to be a City-wide holiday, such day shall be treated for the purposes of this Article as a holiday.

10.2. Pay for the Holiday shall be for twelve (12) hours at the eligible shift employee's straight time hourly rate.

10.3. If any employee is required to work any hours on a holiday, he shall receive pay at his regular straight time hourly rate for all time worked.

10.4. If an employee otherwise eligible is scheduled for work on any such holiday but fails to report or perform his scheduled or assigned work, he shall forfeit holiday pay for the unworked holiday unless he has failed to perform such work because of illness or death in the immediate family or because of similar good cause as evidence by written certification of a physician or other proof if requested by the City.

10.5. Since the necessity exists within the Fire Department for some employees to work on holidays, the Fire Chief may require an employee to work on a holiday.



- 10.6. An employee eligible for holiday pay is a full-time employee who:
- a. Performs work in the pay period in which the holiday is observed; and / or holiday falls;
 - b. Is on PTO approved leave the day on which the holiday occurs, and / or
 - c. Works as scheduled or assigned both on his last scheduled work day prior to, the day of, and or his first scheduled work day following the day on which the holiday falls; unless he has good cause as evidenced by written certification of a physician or other proof if requested by the City.
- 10.7. Holiday pay shall not be considered as hours worked for the purposes of calculating overtime.



Article 11

Working Out of Class

11.1. A bargaining unit employee who is temporarily assigned to a position higher than his normal job classification shall be paid ~~\$1.00~~ \$1.35 per hour above his base rate for the hours worked in such higher classification.

11.2. No employee in his first one (1) year of probation shall work out of classification as a firefighter/engineer; nor shall newly promoted employees be eligible for this compensation prior to successfully completing the six (6) month probationary period. To be eligible to work out of classification a probationary firefighter must pass the first one (1) year of probation and shall have completed his probationary training package found in Department SOPs.



Article 12

Compensation While Injured

12.1. Bargaining unit employees who, because of an injury or illness covered by the Florida Workers' Compensation Law are required to be away from work will receive full salary during the time they are required to be away from work because of such injury. During such time they will also accrue Paid Time Off (PTO). During such time light duty is mandatory if assigned. All wage loss benefits received during such time shall be endorsed and delivered to the City.

12.2. Temporary light-duty assignments, further defined as modified or alternate duty assignments, will only be offered, at the sole discretion of the City of Leesburg, to employees that have been injured on-the-job, except where otherwise covered by law. Light duty assignments are intended to be temporary and are not considered to create a permanent position or placement into a permanent position. In order to be considered for a light-duty assignment as the result of an on-the-job injury or illness, the employee must provide a DWC-25 form or other acceptable documentation from an authorized treating physician. This documentation must be provided to the City within 24 hours of being issued by the authorized treating physician. Employees that are offered but refuse a light-duty assignment may lose their wage loss benefits in accordance with F.S.S. 440. All light-duty assignments must be approved in advance by the Human Resources Department.

12.3. Employees assigned light-duty restrictions by their medical provider due to a non-work-related injury or illness will not be offered light duty assignments, consistent with applicable law. Employees that have been given long term or permanent restrictions or restrictions due to a non-work-related injury or illness will be treated in compliance with the Rehabilitation Act of 1973, Section 504, Title 1 of the Americans with Disabilities Act as Amended (ADA and ADAA), the Family and Medical Leave Act (FMLA), and Chapter 440, Florida Statutes, and other applicable laws and regulations.



Article 13

Job Related Physician's Visit

13.1. An employee injured during his shift will be paid for the hours lost while receiving medical care for the shift he was injured, if the attending physician recommends that the employee not complete the balance of the shift. His pay for time not worked shall not be considered hours worked for the purposes of calculating overtime.



Article 14

Physical Examinations

14.1. Bargaining unit employees shall receive, at no cost, an annual job-related medical examination by a physician selected by the City under guidelines established by the City. Specific results of the medical examination shall be treated as confidential records and may only be released to the employee and the City for lawful purposes relating to employment. The physician selected by the City shall provide to the City and the employee a report providing any applicable limitation or restrictions. Consistent with applicable law, the City is not required to maintain or hire any employee who is determined to lack fitness for duty. It is the responsibility of the employee to ensure that he receives an annual fit for duty from the physician at or within 60 days after his birthday. Bargaining unit employees ~~not~~ receiving a not fit for duty from the physician will be deemed not fit for duty and not allowed to return to active shift duty until such form has been attained. The City will not be responsible for compensation during this period that the employee has not been cleared by the physician for his annual physical.

14.2. An employee shall achieve and maintain a state of personal physical condition that allows him to perform all aspects of the job description promulgated by the City for his job or rank. The current job description may be changed due to the requirements of the Federal Americans with Disabilities of Act 1990.

14.3. Regardless of whether an employee passes the pre-employment or annual physical, if at any time the City has reason to believe an employee is not able to perform all essential functions of his job because of a reason related to his physical or mental condition, the City may require an employee to be examined by a physician.

14.4. In the event the City receives a written recommendation from a physician paid for by the City for a physical fitness program for an employee, the employee shall perform such physical exercise program as directed by the Fire Chief or his designee.



14.5. In the event an employee disagrees with the recommendation of the physician employed by the City, the employee reserves the right to select his own physician for examination at the employee's expense. If the two physicians disagree, the City and the employee shall agree on a third physician within thirty (30) calendar days, and the third physician's decision on the question of the scope of a physical fitness exercise program shall be binding on the City, the employee, and the Union. His expense shall be equally divided between the City and the Union.

14.6. No employee shall be ordered to participate in a City provided physical fitness program without first having a physician conducted physical examination, including a stress EKG, a pulmonary function test, an audio and vision test, a blood chemical profile (SMAC test) paid for by the City.

14.7. If the City-selected physician determines that an employee is permanently unable to execute the regular duties of a firefighter, but the City considers the employee be qualified by reason of his training, education, or experience to perform in some other position or job with the City, the City may offer the employee the opportunity to seek such a full time position within five (5) month of the date of the medical decision determining the employee's unfitness for duty as a firefighter. The City may elect not to rehire the employee. An employee who the City-selected physician determines is medically unfit for duty as a firefighter and for whom another position cannot be found may be terminated.

14.8. Firefighter Wellness Initiative Program

All Administrative and Union personnel who participate in fire pension plan agree to create and participate in a proactive mandatory wellness/physical fitness program within the first twelve (12) months of this agreement. The parties agree that the program seeks to improve the quality of life of all personnel. The Union agrees that it must work to ensure that each member has the opportunity to attain and maintain a healthy body and mind so each member can perform their work duties. This program is based not only on physical fitness and wellness, but is a supplement to competency within firefighting drill standards and the ability for firefighters to carry out their duties.



The wellness/fitness program shall be a positive program and not punitive in any way, no employee will be disciplined for failure to meet each and every goal that may be established as long as the employee makes a good faith effort to meet any such goals, and any failure to physically perform does not demonstrate a substantial risk exists that the employee cannot perform the essential duties of his job at an acceptable level.

Both parties agree to use the IAFF/IAFC Fire Service Joint Labor Management Wellness Fitness Initiative, Current Edition in its entirety, and reserve the right to review and adopt, subject to mutual agreement, new versions as published in part or in total. The program will be administered by the physical fitness committee. Employees who are not able to meet the standards within the Wellness-Fitness Initiative will be counseled and will seek the assistance from a physical fitness committee peer fitness trainer who will provide specific guidelines for rehabilitation and remedial support for meeting the standards.

All unit employees shall participate in a mandatory, annual, non-punitive fitness assessment, as a part of this data gathering process, to assess their individual fitness capacity.

14.9. Upon adoption, to be eligible for promotion, employees in special risk positions at a minimum must have successfully passed the Incumbent Physical Agility Test (IPAT) or have passed the IPAT within the previous twenty-four (24) months and have received a Fit-For-Duty sheet from the City's appointed physician within the same time period.

14.10. All employees hired as of October 1, 2017 under this Collective Bargaining Agreement shall comply with Florida State Statute 633.046(6) regarding tobacco products and during their term of employment shall remain tobacco free as a contingency of employment. City of Leesburg Firefighters shall sign the affidavit and affirm compliance with the F.S.S. 633.046(6). See Appendix [~~"F"~~ ~~"E"~~](#)



Article 15
Substance Abuse Policy

15.1. The Union accepts the current City of Leesburg Drug Free Workplace Policy contained in the City of Leesburg Personnel Policy Manual as in effect on the date of ratification of this Agreement. [See Appendix “E”, City of Leesburg Personnel Policy 565.](#)

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Article 16

Assignment During Disability

16.1. In the event an employee is injured, whether on-the-job work related, covered or not covered by Workers' Compensation or otherwise, he shall be returned to the City's active, paid, full-time duty status without work restrictions only upon delivery and acceptance by the City of a doctor's release clearly stating that the employee is capable of performing all essential functions of the job duties in which he was classified prior to his medical leave of absence. The City shall have the prerogative of determining the sufficiency of the release.

16.2. If any doubt exists concerning the employee's current ability to return, the City may require that the employee be examined by a doctor of its selection to determine the medical status of the employee. The employee shall cooperate with the City in its efforts to obtain a second opinion. This second opinion shall be at the expense of the City.

16.3. Bargaining unit employees who, while restricted from performing their assigned duties by an injury covered by Workers' Compensation, and who are working on light duty status, shall receive compensation for actual hours worked, without interruption. LTB and vacation PTO leave accrual shall remain unchanged. Any light duty available, offered and able to be performed by the injured employee shall be completed as required by the Fire Chief. Any and all workers' compensation benefits received by the injured employee must be signed over to the City of Leesburg upon receipt.

16.4. Temporary light-duty assignments, further defined as modified or alternate duty assignments, will only be offered, at the sole discretion of the City of Leesburg, to employees that have been injured on-the-job and/or who are pregnant and have requested (in consult with their treating physician) to be accommodated in a temporary light-duty assignment, except whereas otherwise covered by law.



Article 17

Paramedic Bridge Program

17.1. When an employee currently employed in the City's Fire Department obtains the necessary education and successfully passes the required State Paramedic examination, completes all additional requirements established by the State of Florida for Paramedic certification, and the employee seeks to become a Paramedic in an open or vacant budgeted position the following shall apply:

- a. The provisional probationary employee shall have a maximum of six (6) months to complete the provisional process.
- b. The provisional period will begin on the date the employee is assigned duties as a Provisional Paramedic.
- c. If the provisional probationary employee is unable to perform his duties at the assigned level at the conclusion of the provisional period, he shall be returned to the former position of EMT and shall not be eligible to receive paramedic "Add Pay" pursuant to Article 6.8.
- d. The employee shall be eligible for Paramedic incentive pay upon successful completion of the provisional period and clearance to perform by the Lake County Medical Director.
- e. The provisional paramedic will be eligible to take a promotional exam during the provisional period.



Article 18

Jury Duty

18.1. An employee serving on jury duty will be granted time off ~~with pay~~ and paid the difference between payment received from the court and his regular hourly rate for those hours, which would normally have been scheduled as a workday or a paid holiday.

18.2. The maximum period for this reimbursement shall be two (2) calendar weeks.

18.3. If an employee is released from jury duty within four (4) hours before his normal quitting time for that shift, he shall be required to report to his station for completion of his shift within one (1) hour of his release from jury duty, unless he takes the remainder of his shift as PTO.

18.4. Paid jury duty time shall not be considered hours worked for the purposes of calculating overtime.



Article 19

Funeral Bereavement Leave

19.1. When a death occurs in a full-time employee's immediate family, defined as the employee's legal spouse, mother, father, legal guardian, mother-in-law, father-in-law, step parents, son, daughter, son-in-law, daughter-in-law, step children, brother, sister, grandparents (including great grandparents as long as documentation showing relationship is provided), grandchildren or other dependents living in the same household, the employee may upon request be excused and paid for 24 hours bereavement leave. Employees may when necessary use LTB or PTO leave to extend funeral bereavement.

19.2. An employee will not receive funeral pay when it duplicates pay received for time not worked for any reason.

19.3. Paid funeral leave shall not be considered hours worked for the purposes of calculating overtime.



Article 20

Tuition Reimbursement

20.1. The Fire Department will reimburse an employee attending approved course/class for the cost of tuition, books and fees. If the employee does not receive a passing grade of “C” or above in a course/class, or equivalent numerical representation, which issues a letter grade, the employee must reimburse the Fire Department for the course prior to being eligible for further tuition reimbursement consideration. If the employee is enrolled in a course/class which requires “pass/fail” criteria the employee must demonstrate evidence of “passing” the course. If the employee “fails” the course or receives a letter grade below a “C,” or equivalent numerical representation, the employee will reimburse the Fire Department the cost of the class. If an employee “fails” a course or class and wishes to re-take it, the Fire Department will pay the cost of the tuition, books, and fees in accordance with City Personnel Policy 720, if the employee has reimbursed the Fire Department in its entirety for the failed course.

20.2. All tuition, books and fees reimbursement require prior approval of the Fire Chief and are subject to availability of funds.

20.3 Employees receiving these funds are obligated to remain employed with the City of Leesburg Fire Department for a period of no less than two (2) years after completion of the course. In the event the employee is terminated or resigns with the City of Leesburg Fire Department before the expiration of the two (2) year period, the employee shall reimburse the City of Leesburg the entire amount paid on his behalf for this course.



Article 21

Educational Leave

21.1. If an employee is directed by the City to enroll in a course, the City shall pay the time spent in attending the course. The Fire Chief shall direct an employee in writing and the employee so directed shall attend without having to exchange time or use any leave time.

21.2. If the City does not require attendance at a course, the time in attending the course shall not be paid by the City. An employee seeking an unpaid leave of absence for this purpose shall make written application to the Fire Chief. Approval of such application must be made by the City Manager. An employee may request to use comp time or leave time to attend courses not required by the City.

21.3. If an employee elects to enroll in a job-related academic course sponsored by the Florida State Fire College, and the approval for the reimbursement of the cost of tuition, books, and fees in accordance with the City's Educational Assistance Policy has been obtained, the employee may request, through the Fire Chief, time off to attend the course. With the Fire Chief's approval, the employee may attend such course while on duty without a loss of pay, provided he reports back to duty at the conclusion of the class and reports to work for the balance of the shift. When an employee attends a scheduled class that is mandated by the City on a day when he is not scheduled to work, he shall be paid up to eight hours at straight time for all hours spent attending class.

21.4. If an employee elects to continue his certified status as Paramedic, and such continuation is approved by the Fire Chief in writing, he may attend such formal classes on a scheduled work day without loss of pay provided he reports to work at the conclusion of his class schedule and work for the balance of his shift. On days when such classes are scheduled but he is not scheduled to work, he shall receive his regular straight time pay for all hours spend attend such classes.



Article 22

Educational Supplemental Compensation

22.1. The current City practice under state law to pay an additional sum to an employee upon completion of certain required educational courses related to his primary job shall be continued. Should that state program be altered or amended, the benefit shall be accordingly changed.

22.2. Educational differential pay shall not be considered part of the regular hourly rate of any employee.

22.3. Employees may be granted internet access via the Department's computers for the purposes of continuing their education in fire related fields. Such access shall be subject to the following conditions:

- a. The employee agrees to comply with the current City of Leesburg's Internet Usage Policy, which is contained in the City of Leesburg Personnel Policy Manual.
- b. Internet courses must be approved in advance by the Fire Chief.
- c. Internet access for the above purposes shall not be during normal duty hours, i.e. 8:00 a.m. to 5:00 p.m. Monday through Friday, and 8:00 a.m. to 12:00 p.m. Saturday and Sunday.
- d. During emergency situations, internet access can be denied by the Fire Chief. Violation of any of the above conditions shall be grounds for disciplinary action.

22.4. An employee may take accrued PTO or comp time in increments of not less than four (4) hours to attend, an approved Fire or EMS academic class away from the Fire station in accordance with this agreement. Under no circumstances will the leave be granted when it would require that overtime be paid to another person because of the employee's absence.



Article 23

Call Back Pay

23.1. An employee called back to work to perform unscheduled, unforeseen or emergency work after leaving the station area at the conclusion of his scheduled work shift shall receive a minimum of two (2) hours pay at their regular hourly rate.

23.2. This benefit shall not apply when an employee is called back early to his regular shift and works continuously from the time of reporting into his regular shift.

23.3. Only such hours actually worked shall be included in calculating overtime hours, if any, in a work period.



Article 24

Clothing Allowance

24.1. The cost and maintenance of wearing apparel, furnished by the City shall be paid by the City. The City will replace, at its cost, such items when, at the discretion of the City, such replacement is considered necessary. The employee shall pay for the replacement of negligent damage to or lost articles.

24.2. Upon termination of employment, the wearing apparel will be surrendered by the employee in like condition as when issued, reasonable wear and tear is expected.

24.3. Safety shoes/boots shall be covered in the same manner as described in the current City of Leesburg Personnel Policy Manual, ~~as in effect on the date of ratification of this Agreement. See Appendix "E", City of Leesburg Personnel Policy 700.~~



Article 25

Retirement

25.1. The City and the members shall continue to participate in and contribute to the municipal firemen's retirement plan for the City of Leesburg on each employee covered by this Agreement in accordance with the requirements of the Plan, all Plan Documents, State Law, and with the recommendation of the Pension Board of Trustees and the approval of the City Commission.

The parties agree, however, to re-open this Agreement for the sole purposes of bargaining about compensation (Article 6) and retirement for fiscal year 2022-2023 (beginning October 1, 2022 and ending September 30, 2023). Such negotiations must begin no later than June 1 for the preceding fiscal year and notice must be given under Article 35 of this agreement.



Article 26

Insurance

26.1. The City will make available health insurance, life insurance, and accidental death and dismemberment insurance benefits on a group basis to bargaining unit employees to the same extent and in the same manner that such benefits are provided to other City employees, including executive staff. The City shall have the same rights with respect to bargaining unit employees to make, or to agree with the provider or providers to, change in such benefits and/or the costs thereof to the City and/or to employees as with all other City employees. Provided all City employees, including bargaining unit employees, have available the same benefits, as above described, the City shall have no obligation to bargain over such changes or their effects during the term of this Agreement.



Article 27

Seniority

27.1. Seniority for the purposes of this article shall be by job classification. In any case of layoff, recall, or scheduling of vacation the following factors shall be considered:

- a. Continuous service with the City, and
- b. Ability to perform the work, and

27.2. Continuous service with the City for seniority purposes shall continue to accrue during all types of leave, except that leave of absence without pay for thirty (30) calendar days or more.

27.3. Seniority shall be used only for the purpose of layoff and recall and scheduling vacations.

27.4. In the event of a layoff for any reason at any rank, employees shall be laid off in accordance with the factors set forth in Section 27.1 (above). Any employee who is to be laid off who has advanced to his present classification from a lower classification in which he held a permanent appointment shall be given the opportunity to displace an employee in the lower classification in the same department regardless of that employee's continuous service with the City.

27.5. An employee on layoff shall be recalled to available job accordance with the factors set forth in Section 27.1 (above). The City may require a physical examination of an employee at its expense before recall. Recall will be made by certified mail to the last address in the employee's record. The employee must within seven (7) days of the certified receipt date, signify his intention, in writing, of returning to work, to the Human Resources Director and the Fire Chief. In the event an employee on layoff does not advise the City within seven (7) calendar days of his intention to return and return within fourteen (14) calendar days, that person, shall be terminated for all purposes.



27.6. An employee shall lose his seniority as a result of the following:

- a. Resignation,
- b. Termination,
- c. Retirement,
- d. Layoff exceeding twelve (12) months, or the number of months of Fire Department service, whichever is less, or
- e. Violation of the provisions of the current City of Leesburg Personnel Policies and the published Leesburg Fire Department Rules and Regulations, Operating Procedures and General Orders and rules and regulations issued by the Fire Chief or his designee where those provisions provide penalties for failure to adhere to them.

27.7. No new employees shall be hired until all laid-off employees have been notified of recall as specified in Article 27.5 (above). Employees “down bumped” as the result of a lay-off will be returned to their prior classification before any new promotions are made.



Article 28

Probationary Period

28.1. An employee initially employed into the bargaining unit shall be on probationary status for one year. The City may, at its sole discretion, terminate the employment of a probationary employee at any time during the probationary period. Such termination shall not be reviewable under the grievance-arbitration procedure.

28.2 New firefighters, during the firefighter orientation period, shall be compensated based on a 40-hour work week for actual hours worked; the employee's calculated hour rate shall be converted ~~based on multiplication of employee's current base rate by 140% to~~ his/her equivalent rate based on 2080 per year. The conversion is effective with the date of the first bi-weekly pay period the employee begins.

28.3 Personnel who successfully complete the orientation period shall have their compensation rate converted back to contractual rates.

28.4 A current bargaining unit employee promoted into a higher position shall be placed on a six (6) month probationary period.

- a. The probationary period will begin on the date the employee is assigned his new duties.
- b. The employee shall be subject to a 6-month performance evaluation. Interim written performance consultation shall be at ninety (90) days.
- c. If the probationary employee is unable to perform his duties at the assigned level at the conclusion of the probationary period, he shall be returned to the former position and forfeit all compensation related to the promotion.



Article 29

Work Rules

29.1. Employees shall be required to observe and comply with the written regulations governing their employment as set forth in the City of Leesburg Personnel Policies manual, the City of Leesburg Fire Department Rules, and Regulations, Operating Procedures and General Orders manual, current Department procedures and such special and general orders and written communications as issued from time to time, commonly referred to as Standard Operating Procedures (SOP's) and the Fire Chief's Directives as they may be amended from time to time.

29.2. Employees shall be required to observe and comply with such additional or supplemental rules and regulations promulgated and published by the Fire Chief provided that such rules and regulations shall not be contrary to any of the provisions of this Agreement. No disciplinary action will be taken for violation of a posted rule or regulation until at least five (5) business days after posting. The posting of additional or supplemental rules will be on the departmental bulletin board.

29.3. Changes proposed by the City to Personnel Policies, Rules & Regulations, General Orders, Departmental Procedures, or Standard Operating Procedures or Guidelines that would impact wages, hours and/or terms and conditions of employment shall be provided to the union a minimum of 14 days prior to implementation. If after review, the Union requests bargaining over the impacts the proposed change will have on wages, hours and/or terms and conditions of employment, the City agrees not to implement the proposed change until the collective bargaining procedures as out lined in F.S.S. Chapter 447, have been completed.



Article 30

Bulletin Boards

30.1. The Union shall be allowed to mount a suitable bulletin board, measuring 3' x 4' next to the City's bulletin board, one at each station, for the following notices only;

- a. Union literature;
- b. Notices of Union meetings;
- c. Recreational and social affairs of the Union: and
- d. The Union's Charter.

30.2. No material, notices or announcements shall be posted which contain anything political or controversial, or anything reflecting upon the City, any of its employees, or any labor organization among its employees. No material, notices or announcements which violate the provisions of this Article shall be posted.

30.3. No material, notices or announcements shall be posted except as provided in this Section and unless signed by the Union President, or his designee, and approval by the Fire Chief or his designee is granted.



Article 31

Shift Exchanges

31.1. Shift exchange or time trade shall not be permitted where the swap creates any overtime pay obligation for the City. Time trade (Swaps) for another person will not constitute actual hours worked for the purposes of calculating FLSA. A shift exchange is done voluntarily by the employees and not at the command of the fire department. The reason for shift exchange is not due to the operational needs of the fire department. The fire department shall maintain records of applicable shift exchanges. Responsibility and liability for shift exchanges shall be solely that of the employees involved in the actual shift exchange.

31.2. Employees may exchange shifts subject to the following conditions:

- ~~a. Requests may be denied if a shift exchange will interfere with the efficient operation of the Department~~
- ~~b. Shift exchange of time shall be in increments of twenty-four hours (24) hours or less.~~
- a. Shift exchange requests must be made forty-eight (48) hours in advance.
- b. Shift exchange requests shall be subject to advance approval by the Fire Chief or his designee.
- ~~c. All shift exchanges shall be repaid within the fiscal year, October 1-September 30. No more than fifteen (15) shift exchanges may be requested in a fiscal year. Employees who fail to repay shift exchange within the fiscal year shall be restricted from requesting any new shift exchanges until all outstanding shift exchanges have been repaid. The provision may be extended or waived upon written request from the employee and approval from the Fire Chief.~~
- c. Firefighters may exchange with Firefighters or Engineers.
- d. Engineers may exchange with Engineers, Firefighters cleared to serve as WOC Engineers or Lieutenants.
- e. Lieutenants may exchange with Lieutenants or with Engineers cleared to serve as WOC Lieutenants.
- ~~f. Employees are limited to 360 hours of shift exchanges in increments of two (2) hours or more during the Fiscal Year. Exchanges of less than six (6) hours shall not be deducted from the 360 hours per Fiscal Year; shall be unlimited provided they do not interfere with the operation of the department or cause undue hardship to the department.~~



31.3. All requests for time trades or shift exchanges shall be submitted to the employee's Battalion Chief forty-eight (48) hours prior to the requested leave time. Requests for time trades for durations of less than six (6) hours may be submitted to the employee's Battalion Chief and approved verbally. The Fire Chief or his designee has the final authority to approve or disapprove shift time trades. All time trades will be recorded.

31.4 A person working in a higher rated classification shall not be deemed working out of classification.

31.5. Employees on their initial one (1) year probationary period are not eligible limited to a maximum of forty-eight (48) hours. for this article until they have successfully completed the one (1) year probationary period.

~~31.6. Failure to fulfill shift exchanges, according to article 31.2, during the fiscal year will result in revocation of any future Shift Exchange privileges as follows:~~

- ~~a. If the employee who failed to work fails to work the shift exchange within the fiscal year time frame will have their future shift exchange privileges revoked for six (6) months, from the date of repayment.~~
- ~~b. Employees may submit a written letter, for extenuating circumstances, explaining why they were unable to comply with article 31.1. The Fire Chief has the final authority to suspend revocation.~~

31.67 Perpetual Time Trades (Swaps) in Article 7 are not applicable in this Article.



Article 32

Union Dues

32.1 The City agrees that upon receipt of a voluntary written individual notice signed by a bargaining unit employee on the form set forth in Appendix “B-1” which is attached hereto and made a part hereof, the City shall deduct from the pay due such employee his Union dues. Such authorization may be revoked by an employee within thirty (30) days written notice to the City and the Union in the form set forth as Appendix “B-2” which is attached hereto and made a part hereof.

32.2 Dues shall be deducted each designated pay period and those monies shall be remitted to the Union thereafter.

32.3 The Union agrees to save and hold the City harmless from any and all suits, claims or judgments arising because of the City’s compliance with the provisions of this article.

32.4 The Union will initially notify the City as to the amount of dues for an individual. Such notification will be provided to the City in writing signed by a representative of the Union. Any change in Union membership dues will be similarly certified to the City and shall be done thirty (30) days in advance of the effective date of such changes.



Article 33

Promotions

33.1. This article applies to promotion to the ranks of Firefighter/Engineer and Lieutenant. It excludes administrative promotion to the rank of Fire Inspector, Training Officer, and Battalion Chief; ~~T~~these positions are appointed. In the event an ~~Captain~~ Administrator seeks to move to an open position on shift (within the collective bargain unit positions), he shall NOT be permitted to return to an open position in the rank held before he was appointed to Administration.

33.2. A promotional test shall be administered on the second Monday of October for Engineer during odd calendar years and on the second Monday of October for Lieutenant during even calendar years.

33.3. Once established, promotional rosters shall remain in effect for twenty-four (24) months plus two weeks, expiring on November 1st respectively. In the event a roster becomes exhausted before its expiration date, the Fire Chief shall have the prerogative to appoint a person to work out of class in a vacant position until the next roster is established.

33.4. A promotional board shall be established to preside over promotional testing. The board shall be comprised of the Fire Chief or his designee, as chairperson, the Human Resources Director or designee, and an employee member of the bargaining unit. All applicants must meet eligibility requirements by the test date and time.

33.5. The Fire Chief or designee, shall have the responsibility for the composition of the written and practical tests, and other tests as appropriate and standard in the industry. The questions for the written exam shall be composed from questions provided by a certified testing agency or book publisher and shall be applicable to the City of Leesburg. The practical test shall be composed from industry standard textbooks and related materials.



33.6. A practical and oral committee shall be appointed by the promotional board. Each shall have at least three (3) members.

33.7. The test for Firefighter/Engineer shall be scored as follows (4-part exam):

- Written exam worth 100 points
- Practical street exam worth 100 points
- Driving course exam worth 100 points
- Pumping evolution exam worth 100 points

33.8. Each candidate must receive a minimum grade of 70% to proceed to the next portion of the test. Each candidate must receive a minimum score of 70% on each of the four (4) exams to be placed on the promotional roster.

33.9. Bonus points may be awarded to a maximum of 25 points as follows: (Effective 2019)

- One half (~~1/2~~ .5) point per year of service with the Leesburg Fire Department, to a maximum of 7~~1/2~~.5 points.
- One half (~~1/2~~.5) point per year as “WOC” qualified as acting Driver Engineer and working in the position with the Leesburg Fire Department, to a maximum of 5 points.
- Review of last five (5) performance evaluations, receiving one (1) point for every performance evaluation that receives an overall “Exceeds”, “Exemplary”, or “Exceptional”; maximum of five (5) points.
- One half (~~1/2~~.5) point for child car seat installation technician.
- One half (~~1/2~~.5) point for current CPR Instructor (instructed a minimum of two (2) classes for the Leesburg Fire Department in the previous 18-month period).
- One (1) point for Fire Officer I Certification.
- One and a half (1 ~~1/2~~.5) point for Fire Officer II Certification.
- One (1) point for State Certified Fire Inspector.
- One (1) point for State Certified Fire Instructor.



- One and a half (1~~4~~.5) points for Associates Degree (limited to one Associates Degree); or
- Two (2) points for Bachelor Degree (limited to one Bachelor Degree).

33.10. Minimum eligibility requirements for promotion to Firefighter/Engineer (Effective 2019)

- Successful IPAT within twenty-four months and successful Fit-for-Duty for the same time period.
- Two (2) consecutive years of service as a Leesburg firefighter since last date of hire.
- Current evaluation of at least “Meets Expectations” Or Satisfactory Job Performance Evaluation.
- Pump Operator State Certification
- 40-hour certificate in Aerial Apparatus Operations.
- Valid Florida Driver’s License with less than 7 points on the license.
- Completion of WOC/DE program.

33.11. The test for Lieutenant shall be scored as follows (4-part exam and record review):

- Written exam worth 100 points
- Fire based scenario test worth 100 points
- Oral interview worth 100 points
- Personnel supervisory skills evaluation worth 100 points

33.12. Each candidate must receive a minimum score of 70 percent to proceed to the next portion of the test. Each candidate must receive a minimum score of 70% on each of the four (4) exams to be placed on the promotional roster.

33.13. Bonus points may be awarded to a maximum of 25 points as follows: (Effective 2018)

- One half (~~4~~.5) point per year of service with the Leesburg Fire Department, to a maximum of 7~~4~~.5 points.



- One half (~~4~~.5) point per year as “WOC” qualified as acting Lieutenant and working in the position with the Leesburg Fire Department, to a maximum of five (5) points.
- Review of last five (5) performance evaluations, receiving one (1) point for every performance evaluation that receives an overall “Exceeds”, “Exemplary”, or “Exceptional”; maximum of five (5) points.
- One (1) point for Live Fire Instructor I
- One and a half (1.5) point for State Certified Fire Inspector.
- One (1) point for State Certified Fire Instructor; or
- One (~~2~~1) point State Certified Fire Instructor II
- One half (~~1~~.5) point NIMS ICS 400
- One and a half (1.5) points for Associates Degree (limited to one Associates Degree); or
- Two and a half (2.5) points for Bachelor Degree (limited to one Bachelor Degree)

33.14 Minimum eligibility requirements for promotion to Lieutenant (Effective 2018)

- Successful IPAT within twenty-four months and successful Fit-for-Duty for the same time period.
- Two (2) consecutive years in grade as Leesburg Firefighter/Engineer since last date of promotion.
- Current evaluation of at least “Meets Expectations” Or Satisfactory Job Performance Evaluation.
- Florida State Fire Officer I and Florida State Fire Officer II
- NIMS ICS 100, 200, 300, 700, 800
- Incident Safety Officer Course Certificate
- Courage to be Safe Certificate

33.15. A current list of source materials to be used for promotional testing shall be posted at all times in each fire station. If the Fire Chief changes the materials to be used, the new materials shall be posted no less than 60 days prior to the next promotional test. Three



copies of the current materials shall be kept at the public library reserved for combat personnel use.

33.16. The Fire Chief shall have the prerogative to choose from the top two candidates on the Engineer and Lieutenant promotional rosters.

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Article 34

Grievance and Arbitration

34.1 Members of the bargaining unit will follow all written and verbal orders given by superiors even if such orders are alleged to be in conflict with this agreement. Compliance with such orders will not prejudice the right to file a grievance within the time limit contained herein, nor shall compliance affect the ultimate resolution of the grievance. See Appendix "C."

34.2 A "grievance" is a claimed violation of this agreement. No grievance will or need be entertained or processed unless prepared in writing in the manner described herein, and unless filed in the manner provided herein within the time limit prescribed herein. A grievance may be filed by either a bargaining unit employee ("employee" as used herein being understood to include the plural for purposes of this Article) or by the Union. Grievances are limited to claims which are dependent for resolution exclusively upon interpretation or application of one or more express provisions of this agreement. The City need not entertain or process under this Article and may refuse to entertain or process any dispute, claim or complaint or other matter not meeting this definition.

34.3 Any action or activity begun by the administration giving rise to a class action grievance, upon the filing of the grievance by the Union, shall be suspended until such time as the grievance process has been completed and resolved. If the activity/action is deemed to be in violation of this agreement, it shall be terminated.

34.4 Grievances will be processed in the following manner and strictly in accordance with the following stated time limits:

Step 1: An aggrieved employee or the Union shall present in writing the grievance to the aggrieved employee's immediate supervisor within ten (10) calendar days of the aggrieved employee's or Union's knowledge of the occurrence of the action giving rise to the grievance. The immediate supervisor shall reach a decision and communicate in writing to the grievant within ten (10) calendar days from the date



the grievance was presented to him. The failure of the aggrieved employee or the Union to make the grievance known in writing to the immediate supervisor within ten (10) calendar days of such knowledge of the occurrence of the action giving rise to the grievance shall constitute a final and conclusive bar on the merits of the grievance. The phrase “action giving rise to the grievance” shall include a final decision made by any representative of the City which results at a later time in the action which is the subject of the grievance.

Step 2: If the grievance is not resolved with finality at the first step, the aggrieved employee or Union, within ten (10) calendar days following receipt of the answer in the first step, may forward it to the Fire Chief. The Fire Chief shall, within ten (10) calendar days of receipt of the written grievance, conduct a meeting with the aggrieved employee. The aggrieved employee may be accompanied at this meeting by a Union representative. The Fire Chief shall notify the aggrieved employee in writing of the decision not later than ten (10) calendar days following the meeting date.

Step 3: If the grievance is not fully and conclusively resolved at the second step, the grievant or Union, within ten (10) calendar days of receipt of the answer provided in Step 2, may forward the written grievance to the City Manager. The City Manager shall hold a meeting with the grievant or Union regarding the grievance. The City shall notify the grievant and the Union of the City Manager’s decision within ten (10) calendar days following the meeting. The decision of the City Manager shall be determinative of the grievance (unless modified by a decision made in compliance with the following arbitration procedure).

34.5 Arbitration: If the grievance is not resolved by the foregoing grievance procedure, the Union, within fourteen (14) calendar days after the City Manager’s decision in Step 3, may give to the City Manager, by hand delivery or by registered or certified mail, a written notice of its desire to submit the matter to arbitration; said written notice to include a written statement of the position of the Union with respect to the unresolved grievance. The Union



Executive Board maintains exclusive authority to determine whether a grievance is to be processed to arbitration.

- a. Within fourteen (14) calendar days from receipt of such notice, the parties shall confer to select an arbitrator. In the event the parties fail to agree on an arbitrator, both parties shall jointly request a list of seven (7) qualified arbitrators from the Federal Mediation and Conciliation Services. The Union and then the City will alternately eliminate one at a time from said list the names of persons not acceptable until only one remains and this person will be the arbitrator. A coin toss will determine which party has the right to first strike arbitrators.
- b. As promptly as possible after the arbitrator has been selected, he shall conduct a hearing between the parties and consider the grievance. The decision of the arbitrator will be served upon the employee or employees aggrieved the City and the Union in writing. The expense of the arbitration, including the fee and expenses of the arbitrator, shall be borne equally between the City and the Union. Each party shall be exclusively responsible for compensating its own representatives and witnesses.
- c. The submission to the arbitrator shall consist exclusively and entirely of the written grievance as submitted in Steps 1, 2, and 3 of the grievance procedures, and shall include a copy of this agreement.
- d. The power and authority of the arbitrator shall be strictly limited to and interpretation of the express terms of this agreement. He shall not have the authority to add to or subtract from or modify any said terms, or to limit or impair any right that is reserved by this agreement to the City or the Union or the employees, or to establish or change any wages or rate of pay in this agreement.
- e. No decision of any arbitrator or of the City in one case shall create a basis for retroactive adjustment in any case.



f. All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned from the City, less any unemployment compensation or compensation from other sources that he may or might have received or did receive during the period for which the back pay was awarded. In settlement or other resolution of any grievance resulting in retroactive adjustment including back wages, such adjustment shall be limited to a maximum of thirty (30) calendar days prior to the date of the filing of the grievance at Step 1.

g. This decision of the arbitrator shall be final and binding on both parties, and the grievance shall be considered permanently resolved, subject to any judicial relief available to either party under Florida law.

h. It is agreed, with respect to this grievance and arbitration procedure, that:

1. It is the intent of the parties that grievances must be raised at the earliest possible time. Any grievance, in order to be entertained and processed, must be submitted in writing at Step 1 within ten (10) calendar days after initial knowledge of the action allegedly giving rise to the grievance, which means, as indicated in Step 1 above, within ten (10) calendar days after knowledge of a final decision which results in the action which is the subject of the grievance.
2. A matter otherwise constituting a grievance not presented at Step 1 within the time limit prescribed in Step 1 and in compliance with paragraph "A" above shall be conclusively barred on the merits following expiration of the prescribed time limit. Such a time-barred grievance need not be entertained or processed, and only factual disputes as to timing will be the subject of any arbitration resulting from the matter. A grievance which is for any reason not advanced to Step 2 or Step 3 or to arbitration within the time limits prescribed herein for such advancement shall be similarly permanently withdrawn and barred. Failure on the part of the City to respond within the time limit set forth at any step shall require the aggrieved employee or Union to proceed to the next step and failure on the part



of the aggrieved employee or Union to so proceed within the time limit after expiration of the time limit for the City's response shall cause the matter to be barred as set forth in this paragraph.

3. A time limit at any stage of the grievance procedure may be extended by written mutual agreement of the Union and the City Manager.
4. All grievances shall be dated and signed by the aggrieved employee or Union representative. Any decision rendered shall be in writing and shall be dated and signed by the City's representative at that step.
5. In any grievance there shall be set forth in space provided on the grievance form or on attachments, if necessary, all of the following;
 - a. a statement of the grievance and facts upon which it is based;
 - b. the section or sections of this agreement claimed to have been violated; and
 - c. the remedy or correction requested.
6. All grievance hearings will be during normal business hours.
7. All grievances filed on behalf of or for the benefit of any employee or employees must specifically name all such employees, and may not be amended after completion to Step 2 to add names. No monetary or other relief shall be granted or awarded to any employee not so named. The only exception to this is that if the Union claims that a grievance affects the entire bargaining unit it may describe the bargaining unit generally.
8. In all cases requiring the aggrieved employee or the Union to timely present or advance a grievance to a designated City official, hand delivery during the hours of 8:30 a.m. to 4:30 p.m., Monday through Friday to the office of that official shall be sufficient for compliance with prescribed time limits if the designated official is not personally available for service. Where the last day for such presentation or advancement falls on a Saturday, a Sunday or a holiday expressly recognized as such under this agreement, presentation or



advancement shall be timely if made on the next business day following such Saturday, Sunday or holiday.

9. Nothing in this agreement shall prohibit the presence of a Union representative at any meeting held at Step 1, 2, or 3 of this procedure. In cases where a grievance has been presented by an employee without participation of the Union, the City and the aggrieved employee shall be obligated to give the Union reasonable prior notice of any and all meetings or other procedures involving the grievance, other than informal discussion between the aggrieved employee and his immediate supervisor. The Union will be permitted to be present at scheduled meetings, and any adjustments of the grievance will not be inconsistent with the express terms of this agreement.



Article 35

Notice

35.1 Any notice to be given under this Agreement shall be given by email and or certified mail; a written reply, from the receiver, acknowledging receipt is required to verify delivery. If notice is given by the Union to the City, it shall be addressed to the Director of Human Resources, City Hall, Post Office Box 490630, Leesburg, FL 34749-0630; and any such notice if given by the City to the Union shall be addressed to the Union President, Post Office Box 491350, Leesburg, FL 34749-1350.



Article 36

Sanitation, Maintenance and Upkeep

36.1 The City agrees to supply and make available all materials required in the day-to-day maintenance and upkeep of all fire houses.

36.2 The City and the Union agree that employees shall be required to perform repair, maintenance and routine tasks and duties relative to their equipment and fire stations. Routine tasks and duties shall include items such as sweeping, mopping, cleaning windows, washing and polishing apparatus. The City agrees that tasks normally requiring the expertise of a licensed professional of the trade shall not be required to be performed by a bargaining unit employee.

36.3 Nothing in Article 36.2 (above) shall prohibit an employee from performing any of the work if he elects to do so.



Article 37

Off-Duty Employment

37.1 The City permits bargaining unit employees to accept employment with other employees, or to engage in other paying work, provided that at all times City employment shall be the primary compensated work activity of bargaining unit employees. All bargaining unit employees will be required to report for duty when called, regardless of other work or employment. At no time may any bargaining unit employee use his position with the City or his uniform for any personal advantage. At no time can other employment or any other work activity of a bargaining unit employee interfere with the performance of work for the City or create any conflict of interest affecting the City or the employment with the City of such bargaining unit employee. No off-duty work will take place when an employee is receiving PTO for any medical leave-related purpose related to illness or injury to any person or wage loss benefits attributable to City employment. Exceptions may be made to this if an employee's medical restrictions cannot be accommodated by the City. Such exceptions must be approved by the Fire Chief with the ~~E~~concurrence of the Human Resources Department. It is understood that no employee will be covered by F.S.S. 440 Workers' Compensation benefits attributable to City employment as a result of any accident or injury incurred during off-duty employment. As of October 1, 2020, no employee shall engage in secondary employment that is in direct contradiction of F.S.S. 112.1816. No employee shall utilize other on-duty City employees, or City equipment, facilities or vehicles in connection with any off-duty employment.



Article 38

Uniform of the Day

38.1 The City and the Union agree that the uniform of the day shall consist of a Class “B” shirt, Polo, or optional T-shirt, pants and safety shoes. Shorts may be worn for special events and outside non-emergency activities. Examples include training and hydrants. Ball caps are acceptable when worn with t-shirts or polos. The City shall have the right to determine the color of the uniforms.



Article 39

Locker Space

39.1 The City's present practice of providing an employee a locker shall be continued as long as the current buildings are used for Fire protection purposes.

TAED



Article 40

Employee Parking

40.1 The City's present practice of providing an employee parking shall be continued so long as the current buildings are used for the protection purposes.

TAED



Article 41

Reproduction of Agreement

41.1. The City will furnish one “hard” copy and one electronic copy of this agreement and the current City of Leesburg Fire Department Rules and Regulations as issued and/or amended from time to time to each station and a hard copy or electronic copy to the Union Executive Board, as the latter may elect. The agreement shall also be made available on a shared City Network Drive.



Article 42

Severability

42.1. If any article or section of the Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby.

TAED



Article 43

Transportation

43.1 When an employee is directed to change stations while on duty, the City shall provide transportation.

43.2 If an employee changes stations during the work day, he shall be transported back to original work location not later than the end of his shift.

43.3 In the event an employee elects to use his own vehicle for transportation between stations, he shall not be reimbursed for such expense.

43.4 If an employee is directed to attend a program or participate in some Fire Department related activity outside the City of Leesburg, the City shall either provide transportation or reimburse an employee using his vehicle on the basis of the City's current mileage rate.

43.5 No other transportation at the City's expense is provided except as set forth herein.



Article 44

Union Meetings

44.1. The Union may make application to the City to use any public facility on the same terms and conditions as any other private or public organization.

44.2. ~~Once per quarter, the~~ The Union may hold Union meetings at a Fire Station. The meetings shall be limited to Union Representatives and Union members and shall be held only after 5:00 p.m. The meetings shall not last more than two (2) hours and shall not interfere with ~~work-time~~ operational duties. The Union shall notify the Fire Chief in writing of the meeting dates.

44.3. Any off-duty time spent at a Union meeting by an employee is not City paid time for any purpose.



Article 45

Complete Agreement

45.1 The City and Union acknowledge that during the negotiations which resulted in this Agreement, each party had the opportunity and unlimited right to make proposals concerning any subject or matter required by law to be a mandatory subject of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that opportunity or right are set forth in this Agreement. Therefore, it is agreed that during the term of this Agreement, the parties shall not be required to engage in further collective bargaining covering any subject or issue either herein agreed upon or which was discussed by the parties during the negotiation of this Agreement. It is understood; however, that nothing herein shall prevent the parties from engaging in further collective bargaining should they mutually agree to do so.



Article 46

Duration

46.1 Upon adoption by resolution of the City, this Agreement shall be effective October 1, 2017 [20](#) and shall continue in full force and effect until midnight September 30, 2020 [23](#), when it shall terminate.

46.2 This Agreement shall automatically be renewed from year to year, unless either party notifies the other, in writing, not less than one hundred fifty (150) days, nor more than the beginning of the calendar year of the expiration date of this Agreement.



IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives this _____ day of _____, 2020.

For the Union:

For the City:

Ryan Sapp, Union President

Al Minner, City Manager

Kenneth Rinehart, Union Vice President

David D. Johnson, Fire Chief

Leonides Gonzalez, Secretary/Treasurer

This Agreement approved upon adoption by resolution of the City Commission of the City of Leesburg on the _____ day of _____, 2020.

Elise Dennison, Mayor

Attest: _____
Julie Purvis, City Clerk



Appendix “A”

365 PAID TIME OFF (PTO)

Paid Time Off (PTO) is an employee benefit that combines traditional vacation and sick leave programs into one plan. PTO provides the employee with a flexible method of scheduling time off work. PTO shall not be considered as “hours worked” for the purposes of calculating overtime.

Eligibility

The following employees are eligible for PTO:

- a. regular full-time;
- b. regular part-time working at least 20 hours per week (accrued PTO time will be prorated based upon hours worked); and
- c. temporary employees who have held their position for 12 months or longer, and who have been determined in the City’s sole discretion to be eligible for PTO benefits pursuant to Policy 405.

Accrual

Paid Time Off (PTO) shall accrue for eligible employees starting on the date of hire at the following rates (*employees covered by a CBA may accrue at a different rate – refer to respective collective bargaining agreement*):

Less than 5 Years Service – 23 days (184 hours) of PTO a year.

5 to 10 Years Service – After 5 years of service, an employee earns one additional day of PTO (8 hours accrual) for each year of full-time service.

10 to 20 Years Service – After 10 years of service, an employee earns an additional half day of PTO (4 hours) for each year of full-time service.

20 Years of Service – After 20 years of service each employee has earned and continues to earn the maximum PTO accrual of 33 days (264 hours) of PTO a year.



PTO Annual Accrual Chart			Part-Time PTO Annual Accrual (Days)				
Full-Time Employees		Years of Service	Based on Normal Scheduled Hours				
Years of Service	PTO Days per Year		90% (36 hours)	80% (32 hours)	70% (28 hours)	60% (24 hours)	50% (20 hours)
0 - 5	23	0 - 5	20.7	18.4	16.1	13.8	11.5
6	24	6	21.6	19.2	16.8	14.4	12
7	25	7	22.5	20	17.5	15	12.5
8	26	8	23.4	20.8	18.2	15.6	13
9	27	9	24.3	21.6	18.9	16.2	13.5
10	28	10	25.2	22.4	19.6	16.8	14
11	28.5	11	25.7	22.8	20	17.1	14.3
12	29	12	26.1	23.2	20.3	17.4	14.5
13	29.5	13	26.6	23.6	20.7	17.7	14.8
14	30	14	27	24	21	18	15
15	30.5	15	27.5	24.4	21.4	18.3	15.3
16	31	16	27.9	24.8	21.7	18.6	15.5
17	31.5	17	28.4	25.2	22.1	18.9	15.8
18	32	18	28.8	25.6	22.4	19.2	16
19	32.5	19	29.3	26	22.8	19.5	16.3
20+	33	20+	29.7	26.4	23.1	19.8	16.5

Leesburg Fire PTO Accrual Chart (56hr work week)	
Full-Time Employees	
Years of Service	PTO Hours per Year
0-4	265.60
5	273.60
6	281.60
7	289.60
8	297.60
9	313.60
10	320.80
11	328.00
12	335.20
13	342.40
14	349.60
15	356.80
16	364.00
17	371.20
18	378.40
19+	385.60

1. Although PTO time is expressed as days accrued each year of service, PTO will be credited to employees on a prorated basis consistent with this policy as determined appropriate by Human Resources.



2. Newly hired employees will not be able to utilize PTO until they have completed 90 days of service.
3. PTO time is not earned during an unpaid leave of absence or when an employee is placed in a non-pay status.

Maximum Accrual Permitted

1. PTO may be accrued to a maximum of 560 hours (70 days). Employees covered by a CBA may accrue time to a maximum established by their collective bargaining agreement.
2. PTO time will not continue to accrue once an employee has reached the maximum accrual permitted.

Scheduling

1. PTO leave must be requested and approved by the employee's immediate supervisor prior to the start of the leave. Emergency requests for PTO that cannot be made in advance must follow the respective department's policies and procedures.
2. The City reserves the right to approve or deny a request for PTO based upon:
 - a. the staffing and operational needs of the department,
 - b. if the PTO leave request was or was not made in advance,
 - c. and/or if there have been excessive occurrences of unscheduled absences.
3. Employees will not be permitted to use PTO that has not been earned. **Any leave time requested, not already accrued, will be denied by the supervisor or Department Head.**
4. Employees are responsible for monitoring their PTO balance and are encouraged to maintain a sufficient balance to cover emergencies.
5. Requested PTO shall be paid at the employee's regular hourly rate of earnings applicable at the time the PTO is taken, exclusive of shift or overtime payments.
6. Holidays which occur during the period selected by the employee for PTO shall not be charged against PTO.
7. Maintenance of Contact – During PTO for illness an employee must maintain daily contact with his immediate supervisor (or make suitable arrangements) in order for the supervisor to know the employee's estimated date of return to work. PTO for illness is contingent upon maintenance of regular contact.



8. An employee that uses PTO for more than three consecutive days for a medical condition must contact Human Resources in order to apply for a FMLA leave of absence. The supervisor must also notify Human Resources. Employees are required to exhaust all LTB and PTO time while on FMLA.
9. Physician's Release Upon Return – Depending on the length and circumstances of an employee's illness or disability, the supervisor may require a physician's written release before the employee may return to work. Also, medical documentation may be required if there is an excessive use of PTO for medical reasons.
10. A supervisor may send an employee home due to illness without the ability of the employee to appeal, in order to maintain a healthy work environment. The time off will be charged to the employee's accrued PTO or LTB. If the employee does not have sufficient balance in their PTO or LTB account, this time shall be charged as leave without pay.
11. Employees who are absent for reasons covered under the Workers' Compensation Law will be permitted to use available PTO hours to supplement Workers' Compensation wage loss benefits received when off work due to a work-related injury or illness. Under the Florida Workers' Compensation Law, no compensation shall be allowed for the first seven (7) days, except that if the injury results in a disability of more than 21 days, compensation shall be allowed from the commencement of the disability. If an employee is paid PTO or LTB (if applicable) for all or any part of the first seven (7) days of an absence covered and paid for by Workers' Compensation, the employee shall reimburse the City for the PTO paid and his accrual account will be credited accordingly. The combined payment of wage loss benefit, PTO and/or LTB time, and regular wages may not exceed 100% of the employee's regular base rate of pay. Any pay in excess of 100% of the employee's regular base rate of pay must be returned to the City.
12. For non-exempt employees with an insufficient accrued PTO balance taking unpaid leave, the actual amount of time used may be deducted from the employee's pay at the employee's regular hourly rate. However, for exempt (salaried) employees with insufficient accrued PTO balance taking unpaid leave, deductions from the employee's salary may only be made for absences of one or more full days for which the employee has insufficient accrued PTO balance available.

PTO Sell Back

Those employees who desire to sell PTO leave hours back to the City rather than use them are allowed to do so under the following guidelines:



1. The employee must complete a written request in a form acceptable to Human Resources.
2. A maximum of 160 hours may be sold back to the City in any one fiscal year. Employees covered by a CBA may sell time to a maximum established by their collective bargaining agreement.
3. A minimum of 8 hours must be sold on each occasion.
4. An employee may only sell to the City the same number of hours (or less) of PTO time that the employee has used as paid time off away from work during the 12-month period preceding the request for PTO sell-back. (Exempt employees may also include administrative time they have used towards the number of hours they may sell.) Once paid time off from work has been counted towards a sell back request, the same dates cannot be counted again towards a second sell back request.
5. Employees may exercise this option a maximum of two times a fiscal year (October 1st through September 30th).
6. Payment will be made in a supplemental check on the next regular pay day to the employee or in a contribution to the employee's deferred compensation account, subject to any applicable plan limitations.

PTO/LTB Donation & Exchange Policy

The City has established a plan whereby employees are able to donate some of their PTO/LTB leave to another employee who has none.

The purpose of the PTO/LTB leave exchange policy is to provide time off with pay for employees during periods of personal prolonged medical leave (such as illness, accident, injury, etc.) not otherwise compensated by the City.

All regular full-time and part-time employees are eligible to participate after successfully completing their probationary period of employment (or six (6) months of employment as a Police Officer or Firefighter where the probationary period is greater than six (6) months).

All temporary employees who have held their position for 12 months or longer, and who have been determined in the City's sole discretion to be eligible for the PTO/LTB Donation & Exchange Policy pursuant to Policy 405, are also eligible to participate in the PTO/LTB Donation Exchange Policy in the same manner as regular full-time and part-time employees except as described herein.

The following are the guidelines for the use of this policy:

1. Donated PTO/LTB hours are to be used for medical leave (such as illness, accident, injury, maternity, etc.) only for employees or as necessary to provide care for immediate family (i.e. spouse, children or other dependents living in the same



- household). Employees using such donated PTO/LTB hours are deemed to be on an extended leave of absence which must be approved, in advance, by the City Manager. Consistent with applicable law, if such employee is out on FMLA or other leave, there is no guarantee that the employee's position will be held open or remain open indefinitely.
2. Donations shall come from the Long-Term Bank (formerly Sick Leave) until all available time has been exhausted. Additional donations shall then be drawn from accumulated PTO.
 3. An employee shall be eligible to request the assistance of donated PTO/LTB leave when:
 - a. All available leave has been exhausted; and,
 - b. The employee has been absent at least 14 calendar days in either paid or unpaid leave status, relating to the same condition.
 4. Employees who have been instructed by their doctor to return to work on a limited basis (such as every other day or less than the employee's normal work day) shall be eligible for PTO/LTB donations provided they otherwise qualify pursuant to paragraph 3 above.
 5. The primary purpose of the PTO/LTB Exchange program is to attempt to provide the employee in need with what they normally receive for regularly scheduled hours worked. No more, no less.
 6. Each request for assistance under the PTO/LTB Exchange Program must be VERIFIED by the Human Resources Department
 7. Upon approval, by virtue of the conditions being met, the Human Resources Department will notify all departments of an employee's need for PTO/LTB donations.
 8. Any employee wishing to donate PTO/LTB leave will need to complete the necessary form allowing a transfer of PTO/LTB leave from their account to the requesting party's account. Forms are available on the intranet, in each department and in the Human Resources Department.
 9. All donations must be in even amounts (whole numbers). (Example: 4, 7, or 9 hours; fractional donations are not acceptable.)
 10. If you have authorized the donation of some of your PTO/LTB leave, the hours will not be taken from your account until they are actually used.



Sick Leave/Long Term Sick

All accruals formerly known as sick leave banks or long-term banks have been frozen. Employees with remaining accrual balances must use these hours in the event of need for medical absence leave until exhausted before any other leave is used. Earned sick leave is used for an absence from work by reason of personal illness (to include doctor and dental appointments only for the time necessary to meet such appointments), accident, pregnancy supported by a doctor's recommendation or serious illness in the immediate family (i.e., spouse, children or other dependents living in the same household). In some situations, sick leave may also qualify as leave under the Family and Medical Leave Act and be so treated accordingly.

Appendix “B-1”

**PAYROLL DEDUCTION AUTHORIZATION FOR UNION DUES OF
PROFESSIONAL FIREFIGHTERS OF LEESBURG
LOCAL 2957, I.A.F.F. AFL-CIO-CLC**

I hereby authorize the City of Leesburg to deduct from wages each month the current normal monthly union dues and to transmit this amount to the Treasurer of the Professional Firefighters of Leesburg, Local 2957; I.A.F.F. AFL-CIO-CLC. I understand that this authorization is voluntary and that I may revoke it at any time by giving the City notice in writing.

Received in Human Resources:

Date

Employee Signature

Date

Print Employee Name

Bi-weekly

Appendix “B-2”

**REVOCATION OF PAYROLL DEDUCTION AUTHORIZATION FOR UNION DUES OF
PROFESSIONAL FIREFIGHTERS OF LEESBURG
LOCAL 2957, I.A.F.F. AFL-CIO-CLC**

I hereby revoke by previous written authorization for the withholding of union dues and hereby instruct the City of Leesburg to stop deducting from my wages each month the current normal monthly dues for the Professional Firefighters of Leesburg, Local 2957, AFL-CIO-CLC.

Received in Human Resources:

Date

Employee Signature

Date

Print Employee Name

Appendix "C-1"

CITY OF LEESBURG FIRE DEPARTMENT GRIEVANCE FORM

STEP ONE

EMPLOYEE NAME	JOB CLASSIFICATION	DATE ALLEGED GRIEVANCE OCCURRED
----------------------	---------------------------	--

STEP ONE: (Within ten (10) working day of occurrence of grievance.)

GRIEVANCE PRESENTED ORALLY OR IN WRITING TO SUPERVISOR:

BY: _____ ON _____
Employee's Signature Date

RECEIVED BY: _____ ON _____
Employee's Signature Date

_____ ON _____
Steward's Signature Date

CONTACT PROVISION ALLEGEDLY VIOLATED: ART. ____ SEC. ____

DESCRIPTION OF GRIEVANCE: _____

REMEDY SOUGHT: _____

SUPERVISOR'S ANSWER IN WRITING (Within ten (10) working days from receipt date above.) GRANTED _____ DENIED _____

REASON: _____

PRESENTED BY: _____ ON _____
Supervisor's Signature Date

RECEIVED BY: _____ ON _____
Employees Signature Date

COPIES TO: Employee
Union Official
Fire Chief
Director of Human Resources

Appendix "C-2"

CITY OF LEESBURG FIRE DEPARTMENT GRIEVANCE FORM
STEP TWO

EMPLOYEE NAME	JOB CLASSIFICATION	DATE ALLEGED GRIEVANCE OCCURRED

STEP TWO: (Within ten (10) working days after receipt of reply in Step One.)

Date of reply to Step One

GRIEVANCE PRESENTED IN WRITING TO THE FIRE CHIEF:

BY: _____ ON _____
Employee's Signature Date

RECEIVED BY: _____ ON _____
Fire Chief's Signature Date

DATE MEETING HELD BY FIRE CHIEF WITH EMPLOYEE: (Within ten (10) working days from date received above.)

Meeting Date

FIRE CHIEF'S ANSWER IN WRITING: (Within ten (10) working days from date received above.) GRANTED ____ DENIED ____

REASON: _____

PRESENTED BY: _____ ON _____
Fire Chief's Signature Date

RECEIVED BY: _____ ON _____
Employee's Signature Date

COPIES TO: Employee
Union Official
Fire Chief
Director of Human Resources

Appendix "C-3"

CITY OF LEESBURG FIRE DEPARTMENT GRIEVANCE FORM

STEP THREE

EMPLOYEE NAME	JOB CLASSIFICATION	DATE ALLEGED GRIEVANCE OCCURRED

STEP THREE: (Within ten (10) working days after receipt of reply in Step Two.)

Date of reply to Step Two

GRIEVANCE PRESENTED IN WRITING TO CITY MANAGER:

BY: _____ ON _____
Employee's Signature Date

RECEIVED BY: _____ ON _____
City Manager's Signature Date

DATE MEETING HELD BY CITY MANAGER WITH EMPLOYEE (Within ten (10) working days from date received above.)

Meeting Date

CITY MANAGER'S ANSWER IN WRITING (Within ten (10) working days meeting.)
GRANTED _____ DENIED _____

REASON: _____

PRESENTED BY: _____ ON _____
City Manager's Signature Date

RECEIVED BY: _____ ON _____
Employee's Signature Date

COPIES TO: Employee
Union Official
Fire Chief
Director of Human Resources

Appendix “D”
540
INTERNET USAGE

The City of Leesburg’s Internet access is intended to further the business purposes of the City of Leesburg. Except as prohibited elsewhere in this policy, incidental (occasional) personal use of the Internet is permissible.

All information created, sent, or received via the City’s computers, networks, internet access, and/or email system is the property of the City. The City reserves the right to monitor, filter, and/or review, at any time, all internet utilization.

The City further reserves the right to reveal any internet access related information to any party that it deems appropriate. The use of encryption, the labeling of a communication as private, the deletion of a communication, or any other such process or action, shall not diminish the City’s rights in any manner. The City will also disclose internet access information to any party that it may be required to by law or regulation. This may include law enforcement search warrants and discovery requests in civil litigation. All internet access information is part of Public Record, as defined by Florida Public Record law.

Due to the potential for security breaches, employees will not download software from the internet unless prior written approval has been obtained from their Department Head and the Director of IT. For the purposes of this policy, the word software is defined as any executable program, screen saver, animated cursor or background image.

The use of any instant messaging or social networking service is not allowed, unless specifically authorized by the City Manager. Employees will not enter any internet chat rooms or chat channels. Employees will not post any comments or statements on any web page or send any messages to internet newsgroups without written permission from the City Manager.

Employees are responsible for ensuring that their use of the City’s internet access is consistent with City policy and appropriate business practices. Internet sites containing jokes, pornography, sexist material, racist material, defamatory material, obscene material, pirated software, games or any other inappropriate material shall not be accessed. The internet access system shall not be used for any purposes in violation of law or regulation.

Employees should be mindful that internet sites they visit collect information about visitors. This information will link the user to the City of Leesburg. Employees will not visit any site that might in any way cause damage to the City of Leesburg’s image or reputation.

Employees should be aware that much of the material available on the internet is copyrighted or trademarked. Other than viewing publicly available material, users will not use any material found on the internet in any manner without first establishing that use would not be in violation of a copyright or trademark.

IT staff will never ask for an employee's password. Employees will not reveal their passwords to anyone. Violations of this policy should be reported immediately to the Director of IT. Excluding members of IT, no employee will utilize or access internet accounts belonging to any other user.



Appendix "E"

Tobacco Affidavit

I _____ do hereby affirm that I have not been a user of tobacco, tobacco-like products; including smoked and smoke-less tobacco, other smokable products, and electronic cigarettes for at least one (1) year immediately preceding my application for certification as a firefighter, in accordance with Section 633.34(6) Florida Statutes.

All employees hired after October 1, 2017 shall comply with Florida Statute 633.046(6) regarding tobacco products and during their term of employment shall remain tobacco free.

Under the penalties of perjury, I declare I have read foregoing affidavit and that the facts stated in it are true.

Date and signed this _____ day of _____ year _____.

Print Name

Signature

Date

Affidavit

State of: _____

County of: _____

Before me personally appeared the said _____ who says that he/she executed the above instrument of his/her own free will and accord, with full knowledge of the purpose therefore.

~~Sw~~worn and subscribed in my presence this _____ day of _____
year _____.

My commission expires: _____

Signature Notary Public: _____



COLLECTIVE BARGAINING AGREEMENT

CITY OF LEESBURG

AND

PROFESSIONAL FIREFIGHTERS OF LEESBURG

LOCAL 2957, IAFF,

AFL-CIO-CLC

October 1, 2020 through September 30, 2023





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Article 1

Recognition

1.1. The City recognizes the Union's status by virtue of the Florida Statutes, Section 447.307 and its certification by the Florida Public Employees Relation Commission in Case No OR 86 250 and certification No. 675 as established June 25, 1985 and as subsequently amended. In consequence, thereof, the City recognizes the Union as the exclusive collective bargaining representative of all sworn firefighters in the classification of Firefighter/Engineer, Fire Lieutenant, Firefighter; and excluding all sworn firefighters in the classifications of Fire Chief/EOC Commander, Deputy Fire Chief, Division Chief, Battalion Chief, and Captain. Fire Chief's Administrative Assistants, and all other employees of the City of Leesburg.

1.2. The City agrees that any employees hired into one of the above-referenced classifications will be covered in all aspects by the provisions of this collective bargaining agreement and shall enjoy all rights and privileges afforded by this agreement without restriction.



Article 2

Management Rights

2.1. “Pursuant to Section 447.209, Florida Statutes – It is the right of the City of Leesburg to determine unilaterally the purpose of the City of Leesburg Fire Department, set standards of services to be offered to the public, and exercise control and discretion over the department’s organization and operations. It is also the right of the City to direct its employees, take disciplinary action for proper cause, and relieve employees from duty because of lack of work or for other legitimate reasons. However, the exercise of such rights shall not preclude employees or their representatives from raising grievances should decisions on the above matters have the practical consequence of violating the terms and conditions of this collective bargaining agreement.”



Article 3

Union Rights

3.1. Stewards:

- a. The City recognizes the right of the Union to designate a steward for each shift. The Union will keep the City advised in writing of the name of such steward or stewards.
- b. The steward is authorized and empowered to represent the Union in dealing with the City in the administration of this Agreement.
- c. A Union steward shall be an employee in the bargaining unit who has satisfactorily completed his probationary period.
- d. The Union recognizes that a Union Steward is not entitled to any specific benefit or treatment because of his role as a steward.
- e. The activities of a Union steward shall be performed during non-working hours except as specifically provided herein. Non-working hours shall include lunchtime, break time and hours before 8:00 a.m. and after 5:00 p.m. Monday through Sunday.
- f. A Union steward may investigate, handle or adjust a formal grievance during working hours under the following conditions:
 1. Activity will be conducted with a minimum of interference with normal work.
 2. In no event will it be done beyond the conclusion of his normal shift, and will only be on a regular rate of pay status.
 3. Must obtain permission from the Fire Chief before conducting an investigation during working hours.
 4. Shall not leave the station(s) to conduct any part of the investigation.
- g. A Union steward shall not spend an unreasonable amount of time investigating a grievance or performing other duties for the Union. The Fire Chief shall have the right to request of the Union that it stop any excessive activity of the Union steward and/or replace the employee with another employee as steward.



3.2. Off Shift Visitation:

Where, in the opinion of the City, it is reasonable and necessary for a local Union Officer, other than an employee on shift to enter upon the City's property or buildings to investigate a previously filed grievance, such agent shall first secure permission from the Fire Chief, or his designee in his absence, and may then set/select a mutually satisfactory date and time for the visit.

3.3. General:

- a. Each employee covered by this Agreement shall have the right to have a Union representative of his choosing present at any time the employee is subjected to questioning which the employee reasonably believes could lead to discipline and/or in any meeting where any disciplinary action is to be taken.



Article 4

Employee Rights

4.1. An employee shall have the right to join or refuse to join in Union activity without interference or intimidation by either the City or the Union. See Appendix “B.”

4.2. There shall be no discrimination, interference, restraint or coercion by the City against any employee for his activity on behalf of, or membership in the Union, or by the Union because of any employee’s lack of such activity or membership.

4.3. The Union agrees that no employee will solicit Union membership during working hours. Working hours shall exclude the non-working hours listed in Article 3.1 e.



Article 5

Strikes

5.1. The City shall have the right to discipline up to and including discharge any employee who instigates, participates in or gives leadership to any strike, sit-down, stay-in or slowdown of Leesburg public safety employees while employed by the City, and will not be involved with any curtailment of work or restriction of service or interference with the operations of the City during the terms of this agreement.



Article 6

Compensation

6.1. The below listed salary ranges shall be in effect for fiscal year 2021-23 beginning October 1, 2020 and ending September 30, 2023.

October 1, 2020 @ 2704 hours per year				
<u>Position</u>	<u>Hourly Min</u>	<u>Hourly Max</u>	<u>Annual Min</u>	<u>Annual Max</u>
Firefighter 520	\$14.11	\$20.46	\$38,153.44	\$55,323.84
Firefighter/Engineer 524	\$16.05	\$23.70	\$43,399.20	\$64,084.80
Fire Lieutenant 529	\$19.36	\$28.69	\$52,349.44	\$77,577.76

October 1, 2021 @ 2704 hours per year				
<u>Position</u>	<u>Hourly Min</u>	<u>Hourly Max</u>	<u>Annual Min</u>	<u>Annual Max</u>
Firefighter 520	\$14.39	\$20.86	\$38,910.56	\$56,405.44
Firefighter/Engineer 524	\$16.37	\$23.70	\$44,264.48	\$64,084.80
Fire Lieutenant 529	\$19.75	\$28.69	\$53,404.00	\$77,577.76

October 1, 2022 @ 2704 hours per year				
<u>Position</u>	<u>Hourly Min</u>	<u>Hourly Max</u>	<u>Annual Min</u>	<u>Annual Max</u>
Firefighter 520	\$14.68	\$21.28	\$39,694.72	\$57,541.12
Firefighter/Engineer 524	\$16.70	\$24.22	\$45,156.80	\$65,490.88
Fire Lieutenant 529	\$20.15	\$29.26	\$54,485.60	\$79,119.04

6.2. Wages/Salaries. All employees in this bargaining unit shall receive wages/salaries at the base rate in effect for each employee at the time of ratification of this Agreement by the parties or on the date of legislative action on this article by the City Commission. The salaries and wages depicted in Section 6.1 of this Agreement provide for a three percent (3%) step increase in year one (1), three percent (3%) step increase in year two (2), and a wage opener in year three (3); these pay increases per year shall not exceed the new salary ranges for all bargaining members, which becomes effective October 1, 2020. Newly hired probationary employees shall not be eligible for the step increase until successful



completion of the six (6) months evaluation period. Once the new employee has completed the probationary period he shall receive the step increase in accordance with this article. The parties agree there shall be no compensation adjustments of any kind unless agreed to by the parties in collective bargaining. Further, the parties agree that there is no entitlement or guarantee to wages/salary adjustments not specifically provided for in this agreement.

The parties agree, however, to re-open this Agreement for the sole purposes of bargaining about compensation and retirement (Article 25) for fiscal year 2022-2023 (beginning October 1, 2022 and ending September 30, 2023). Such negotiations must begin no later than June 1 for the preceding fiscal year and notice must be given under Article 35 of this agreement.

6.3. A current bargaining unit employee promoted into a higher position within the unit will receive at least a five percent (5%) increase from his then base compensation, even if the result places him over the minimum of the applicable range.

6.4. An employee hired into the bargaining unit from outside the City's workforce will be assigned a starting base compensation within the applicable range based on the City's assessment in its sole discretion of his experience and qualifications. Such starting base compensation may exceed the minimum for the range.

6.5. The City's classification and pay plan do not apply to bargaining unit employees; base compensation Paramedic, Field Training Officer (FTO), and Coordinator "Add Pay" of employees is governed exclusively by this Article 6.

6.6. Each bargaining unit employee will be evaluated at 90 days, six (6) months, and one (1) year from his hire date. The evaluation completed one year from the date of hire is the end of probation and the first annual evaluation. Annual evaluations will occur thereafter on the anniversary of the initial employment date. Documents used and prepared in the process of evaluation shall be of the City's choosing, and may be modified at the City's sole discretion. If over the term of this contract the City considers the entirety of the general



fund non-union-represented workforce for merit, bonuses, step increases or COLA increases, the same consideration shall apply to bargaining unit employees.

6.7. Bargaining unit employees shall not exceed the maximum annual salary amount listed as 2020-2023 paygrades of this contract. Should the step increase outlined in Article 6.2 result in a unit member being placed above the maximum salary range, the unit member shall receive the difference of the step increase in the form of a bonus check paid in the first pay period of October.

6.8. State Certified or Regionally Certified Paramedics recognized by the Leesburg Fire Department and cleared by the Lake County Medical Director may be considered for additional compensation. To receive such pay, bargaining unit personnel assigned as paramedics must maintain their paramedic certifications and cleared to work under Lake County Medical Direction. The Paramedic compensation will be paid as an “Add Pay” in the amount of \$3.31 per hour for actual hours worked and scheduled shift time in year one (1) of this contract, \$3.41 per hour for actual hours worked and scheduled assigned shift time in year two (2) and \$3.51 per hour for actual hours worked and scheduled shift time in year three (3) of this contract, and will not be included in the base rate of pay for any position at the Fire Department. Actually worked, not hours paid/scheduled will count towards determining FLSA time.

6.9. EMS Coordinator and Field Training Officers are supplementary title responsibilities and pay assigned to another recognized bargaining unit position.

6.10. Field Training Officers’ (FTO’s) compensation shall be \$.74 per hour. To receive such pay, bargaining unit personnel assigned as FTO’s must maintain all required certifications, as deemed by the Training Division. The FTO incentive will be paid as an “Add Pay” for actual hours worked and scheduled shift time, and will not be included in the base rate of pay for any position at the Fire Department. Actually worked, not hours paid/scheduled will count towards determining FLSA compensation.



6.11. EMS and Fire Training Coordinators compensation shall be \$1.11 per hour. To receive such pay, bargaining unit personnel assigned as Coordinators must maintain all required certifications, as deemed by the Training Division. The Coordinator incentive will be paid as an “Add Pay” for actual hours worked and scheduled shift time, and will not be included in the base rate of pay for any position at the Fire Department. Actually worked, not hours paid/scheduled will count towards determining FLSA compensation.



Article 7

Hours of Work/Overtime

7.1. The variable work schedule for members of the bargaining unit shall consist of twenty-four (24) hours on duty and forty-eight (48) hours off duty.

7.2. Pursuant to Section 7(k) of the Fair Labor Standards Act ("FLSA"), the parties acknowledge that the Bargaining Unit has made an election of a twenty-one (21) day work cycle for FLSA overtime purposes and that overtime must be paid at the rate of time and one-half (1 ½) the regular rate of pay to employees of the department for work actually performed in excess of one hundred fifty-nine (159) hours in a twenty-one (21) day work cycle. Such work may be compensated at either the regular rate or time and on-half (1 ½) rate depending upon whether the employee actually works all scheduled hours in the applicable work cycle.

Effective January 1, 2018 firefighter unit employees will be on a twenty-one (21) day work cycle for determining overtime pursuant to FLSA and the granting of a twelve-hour Kelly Day (furlough); the newly selected Kelly Day schedule will be implemented the first full twenty-one (21) day work cycle. The Kelly Day is based on scheduled hours and will be granted during the twenty-one (21) day work cycle. Only hours actually worked, not hours paid, will count towards determining any overtime owed during the twenty-one (21) day work cycle pursuant to FLSA the threshold of 159 hours.

7.3. The "24" on "48" off three-platoon variable work schedule results in a scheduled 2704 hours per year for combat personnel.

7.4 The City agrees to pay each member of the bargaining unit actual hours worked at his current hourly rate in each of the twenty-six (26) pay periods. This results in payment for 2704 hours per year. The payment for 2704 hour per year does not includes payment for FLSA overtime hours in the work cycle.

7.5. An employee shall be required to work overtime when ordered.



7.6. Overtime compensation will be paid in accordance with Federal Labor Standards Act (FLSA) 7k for actual hours worked beyond 159 hours within the twenty-one (21) day work cycle. For the purposes of the computations of overtime compensation, the following shall not be deemed hours worked, namely PTO leave, Time Trade “Worked” (“Swap On”), Kelly Days, Personal Leave Days, “Perpetual Swaps,” holiday time, LTB leave, funeral leave, Jury duty, off-duty doctors’ appointments, off-duty annual physicals, time spent in school or in class on the employee’s own initiative and any other time paid but not worked.

7.7. In the event that a variable workweek 24-hour shift personnel is temporarily reassigned for a special project or light-duty, approved by the Fire Chief, to a 40-hour workweek; the employee’s calculated hour rate shall be converted to his/her equivalent rate based on 2080 per year. The conversion is effective with the date of the first bi-weekly pay period the employee begins work project. Additional compensation shall be in accordance with Article 11.

7.8. Personnel temporarily assigned to the special projects shall receive compensation in accordance with FLSA.

7.9. Personnel temporarily assigned shall not be eligible for shift work during the temporary assignment.

7.10 Bargaining unit members shall have the option to receive payment for overtime worked or compensatory time in accordance with FLSA for actual hours worked. Bargaining unit members shall indicate their preference to the on-duty Battalion prior to the completion of the assigned shift.

7.11 The maximum accrual compensatory time balance shall be one hundred twenty (120) hours. Any hours worked above the compensatory time accrual cap shall be paid in accordance with FLSA.

7.12 Bargaining unit members may choose to sell back compensatory time throughout the fiscal year. Any remaining comp-time balance in September shall be paid out the last paycheck of the fiscal year.



Article 8

Work Shift

8.1. Shift starting times and shift rescheduling are exclusively the prerogative of the City. However, an employee shall be given reasonable advance notice of any change in his regularly scheduled hours except in the event of an emergency.

8.2. The starting time for bargaining unit employees shall normally be 8:00 a.m. However, in the event the City decides to change the start time and/or the shift schedule, they shall be changed accordingly and the Union shall be so notified in writing.

8.3. The hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, shall be reserved for training, equipment maintenance, scheduled work assignments, and station cleaning. The hours of 8:00 a.m. to 12:00 noon on Saturday and Sunday shall be reserved for equipment maintenance, scheduled work assignments, and station cleaning. During these hours, and all other hours on duty, bargaining unit employee members shall maintain a state of readiness for emergency call response and special assignments.



Article 9

Paid Time Off

9.1. The City furnishes paid time off (PTO) to all full-time bargaining unit employees. PTO is to be used for vacation, medical absence leaves, and other paid leave for the purposes set forth below. See Appendix “A.”

Eligibility/Administration

9.2. City of Leesburg Personnel Policy 365.

9.3. In any situation in which a medical absence will exceed two shifts due to illness of the employee or other person, the City may require written certification from a treating physician so that a determination may be made as to the eligibility for PTO or LTB.

9.4. In addition to an employee’s own earned PTO time, all bargaining unit employees who have completed six months of employment are eligible for participation in the PTO Donation and Exchange Program as outlined in 9.21.

9.5. Newly hired employees accrue PTO time entitlement, but are not permitted to take PTO leave during their first six months of service.

9.6. PTO time is not earned during an unpaid leave of absence, but is earned during PTO leave or other paid absences.

9.7. PTO time entitlement will not accrue once an employee has reached the maximum accrual permitted as outlined in Article 9.19.

9.8. During PTO/LTB for illness an employee must maintain daily contact with his immediate supervisor (or make suitable arrangements); in order for the supervisor to know the employee’s estimated date of return to work, except when on FMLA. PTO/LTB for illness is contingent upon maintenance of regular contact. If the PTO/LTB for illness qualifies as leave under FMLA, the employee must comply with all aspects of the City’s FMLA policy, including, but not limited to, maintaining regular contact with Human Resources who will keep the Fire Chief informed of the employee’s date of return.



9.9. Depending on the length and circumstances of an employee's illness or disability, the City may require a physician's written release before the employee may return to work.

9.10. A supervisor, with the concurrence of the Battalion Chief or Fire Chief, may send an employee home due to illness without recourse in order to maintain a healthy workplace. The time off will be charged to the employee's accrued PTO/LTB. If the employee does not have a sufficient balance in his PTO or other leave bank, this time shall be charged as leave without pay.

9.11. All accruals formerly known as sick leave banks or long-term banks will remain frozen on the date this article becomes effective and must be used in the event of need for medical absence leave as defined in this article until exhausted before any other available benefit accruals is are used for that purpose.

9.12. PTO leave shall be scheduled and taken as approved by the employee's shift supervisor. The request shall be required in writing, a minimum of forty-eight (48) hours in advance, and may be denied if not timely made, if granting PTO would leave the City understaffed or if scheduled work cannot be performed in the absence of the employee.

9.13. Annual PTO date selection shall be based upon rank and years of service (in that order). Preference in selection of other leave dates will be granted by the shift supervisor on a first request basis.

9.14. If a City-paid holiday falls during an employee's PTO, the holiday will not be counted as PTO taken.

9.15. PTO pay shall be based on the employee's base hourly rate of pay applicable at the time the PTO is taken, exclusive of any other factors.

9.16. An employee may take accrued PTO or comp time in increments of at least four (4) hours and less than twenty-four (24) hours away from the Fire station. The leave shall be contiguous to shift change until 1700. Example: Firefighter "A" requests PTO time off that starts at 10:00 a.m. and concludes at 2:00 p.m. Firefighter "A" will need to request a minimum of 6 PTO hours to cover all hours starting from shift change, at the discretion of, and when approved by the shift commander. The Fire Chief or his designee has final



authority to approve or disapprove PTO leave and may exercise that authority when appropriate. Under no circumstances will the leave be granted when it would require that overtime be paid to another person because of the employee's absence.

9.17 The Personal Leave Day:

- A. The Personal Leave Day shall continue to be recognized as a full shift away from work, on the following conditions:
 - 1. The employee's request for a personal leave day off shall be made to the Battalion Chief, at least seventy-two hours in advance of the beginning of the day off. The Fire Chief or his designee has the final authority to approve or disapprove the personal day off. The leave request shall be contiguous to shift change.
 - 2. The request shall not be granted for, among other reasons, when to do so would create an overtime expense to the City.
- B. Bargaining unit employees shall receive one (1) 24-hour Personal Leave day off per calendar year, January 1. Newly hired probationary employees shall not receive the Personal Leave Day until successful completion of the probationary period. Once the new employee has completed the probationary period he shall receive the Personal Leave Day in accordance with this article.

No more than three (3) personal leave days may be deferred and accrued during the term of this Agreement. Any personal leave days in excess of three (3) as of December 31 of any year are abandoned.
- C. In lieu of actually taking time off from work, an employee may take payment for any accrued personal leave day.



PTO Sell Back

Accrual

9.18. PTO entitlement shall accrue for each full-time employee from the employee's date of hire at the following rates outlined in Appendix "A".

Maximum Accrual Permitted

9.19. Unused PTO may be accrued to a maximum of 904 hours.

9.20. Those employees who desire to sell PTO leave hours back to the City rather than use them are allowed to do so under the following guidelines:

- a. The employee must complete a written request in a form acceptable to Human Resources.
- b. A maximum of two hundred twenty-four (224) hours may be sold back to the City in any one fiscal year.
- c. A minimum of eight (8) hours must be sold on each occasion.
- d. An employee may only sell to the City the same number of hours (or less) of PTO time that the employee has used as paid time off away from work during the twelve (12) month period preceding the request for PTO sell back.
- e. Employees may exercise this option a maximum of two (2) times a fiscal year.
- f. Payment may be made in a supplemental check or in a contribution to the employee's Deferred Comp account, subject to any applicable plan limitations.
- g. PTO Sell Back pay shall be based on the employee's base hourly rate of pay applicable at the time the PTO Sell Back is requested, pursuant to Article 6.1.



PTO Donation and Exchange Policy

9.21. The City has established a plan whereby employees are able to donate some of their PTO/LTB leave to another employee who has none.

All regular full-time and part-time employees are eligible to participate after successfully completing six months of employment. The purpose of the PTO leave exchange policy is to provide time off with pay for employees during periods of personal prolonged illness, accident or injury not otherwise compensated by the City. The following are the guidelines for the use of this policy:

- a. Donated PTO hours are to be used per City's Policy 365 referenced (Paid Time off) and Policy 20 Family and Medical Leave Policy. Employees using such donated PTO hours are deemed to be on an extended leave of absence which must be approved, in advance, by the City Manager. Consistent with applicable law, if such employee is out on FMLA or other leave, there is no guarantee that the employee's position will be held open or remain open indefinitely.
- b. Donations shall come from the Long-Term Bank (formerly Sick Leave) until all available time has been exhausted. Additional donations shall then be drawn from the accumulated PTO accumulation.
- c. Any employee shall be eligible to request the assistance of donated PTO leave when:
 1. All accumulated leave and comp time has been exhausted; and
 2. The employee has been absent for at least 14 consecutive calendar days in either paid or unpaid leave status.
- d. Each request for assistance from the PTO donation exchange program must be VERIFIABLE. (Example: Notification to the Human Resources Department by the Department Head and the ability to receive confirmation from the doctor treating the illness or injury).
- e. PTO shall be per City Policy 365.



- f. Upon approval, by virtue of the conditions being met, the Human Resources Department will notify all departments of an employee's need for PTO donations/leave.
- g. Any employee wishing to donate PTO leave hours will need to complete the necessary allowing a transfer of PTO leave hours from their account to the needy party's account. This form is available on the intranet.
- h. All donations must be in whole amounts. (Example: 4, 7, or 9 hours; fractional donations are not acceptable.)
- i. The hours donated will not be taken from the donor's account until they are actually used.

Leave in "Good Standing"

9.22. To leave in "good standing" an employee is expected to provide the City with a minimum of two weeks' written notice, return all City equipment and keys in good condition (ordinary wear and tear excepted), and provide the City with a forwarding address. Human Resources will invite the employee to participate in an Exit Interview. An employee who is discharged for any reason related to discipline, conduct, or work performance does not leave in good standing.

Benefits on Termination

9.23. The following benefits are provided upon termination. However, an employee who does not leave in "good standing" as outlined in Article 9.22 or is discharged for any reason related to discipline, conduct, or work performance, is not entitled to the benefits outlined below.

- a. Any employee who leaves in good standing shall be entitled to payment of up to 504 hours of accumulated PTO/LTB and Personal Leave Days.
- b. Any employee who leaves employment due to retirement or death shall be entitled to payment of up to 704 hours of accumulated PTO/LTB. For the purposes of this section, "retirement" shall mean anyone who leaves employment who qualifies for retirement benefits under the City's retirement plan.



Article 10

Holidays

10.1. The City observes the following holidays for employees:

New Year's Day	Martin Luther King's Birthday
Memorial Day	Independence Day
Labor Day	Veteran's Day
Thanksgiving Day	Day After Thanksgiving Holiday
Christmas Eve	Christmas Day

In the event the City declares a day to be a City-wide holiday, such day shall be treated for the purposes of this Article as a holiday.

10.2. Pay for the Holiday shall be for twelve (12) hours at the eligible shift employee's straight time hourly rate.

10.3. If any employee is required to work any hours on a holiday, he shall receive pay at his regular straight time hourly rate for all time worked.

10.4. If an employee otherwise eligible is scheduled for work on any such holiday but fails to report or perform his scheduled or assigned work, he shall forfeit holiday pay for the unworked holiday unless he has failed to perform such work because of illness or death in the immediate family or because of similar good cause as evidence by written certification of a physician or other proof if requested by the City.

10.5. Since the necessity exists within the Fire Department for some employees to work on holidays, the Fire Chief may require an employee to work on a holiday.



- 10.6. An employee eligible for holiday pay is a full-time employee who:
- a. Performs work in the pay period in which the holiday is observed; and / or holiday falls;
 - b. Is on PTO approved leave the day on which the holiday occurs, and / or;
 - c. Works as scheduled or assigned both on his last scheduled work day prior to, the day of, or his first scheduled work day following the day on which the holiday falls; unless he has good cause as evidenced by written certification of a physician or other proof if requested by the City.
- 10.7. Holiday pay shall not be considered as hours worked for the purposes of calculating overtime.



Article 11

Working Out of Class

11.1. A bargaining unit employee who is temporarily assigned to a position higher than his normal job classification shall be paid \$1.35 per hour above his base rate for the hours worked in such higher classification.

11.2. No employee in his first one (1) year of probation shall work out of classification as a firefighter/engineer; nor shall newly promoted employees be eligible for this compensation prior to successfully completing the six (6) month probationary period. To be eligible to work out of classification a probationary firefighter must pass the first one (1) year of probation and shall have completed his probationary training package found in Department SOPs.



Article 12

Compensation While Injured

12.1. Bargaining unit employees who, because of an injury or illness covered by the Florida Workers' Compensation Law are required to be away from work will receive full salary during the time they are required to be away from work because of such injury. During such time they will also accrue Paid Time Off (PTO). During such time light duty is mandatory if assigned. All wage loss benefits received during such time shall be endorsed and delivered to the City.

12.2. Temporary light-duty assignments, further defined as modified or alternate duty assignments, will only be offered, at the sole discretion of the City of Leesburg, to employees that have been injured on-the-job, except whereas otherwise covered by law. Light duty assignments are intended to be temporary and are not considered to create a permanent position or placement into a permanent position. In order to be considered for a light-duty assignment as the result of an on-the-job injury or illness, the employee must provide a DWC-25 form or other acceptable documentation from an authorized treating physician. This documentation must be provided to the City within 24 hours of being issued by the authorized treating physician. Employees that are offered but refuse a light-duty assignment may lose their wage loss benefits in accordance with F.S.S. 440. All light-duty assignments must be approved in advance by the Human Resources Department.

12.3. Employees assigned light-duty restrictions by their medical provider due to a non-work-related injury or illness will not be offered light duty assignments, consistent with applicable law. Employees that have been given long term or permanent restrictions or restrictions due to a non-work-related injury or illness will be treated in compliance with the Rehabilitation Act of 1973, Section 504, Title 1 of the Americans with Disabilities Act as Amended (ADA and ADAA), the Family and Medical Leave Act (FMLA), and Chapter 440, Florida Statutes, and other applicable laws and regulations.



Article 13

Job Related Physician's Visit

13.1. An employee injured during his shift will be paid for the hours lost while receiving medical care for the shift he was injured, if the attending physician recommends that the employee not complete the balance of the shift. His pay for time not worked shall not be considered hours worked for the purposes of calculating overtime.



Article 14

Physical Examinations

14.1. Bargaining unit employees shall receive, at no cost, an annual job-related medical examination by a physician selected by the City under guidelines established by the City. Specific results of the medical examination shall be treated as confidential records and may only be released to the employee and the City for lawful purposes relating to employment. The physician selected by the City shall provide to the City and the employee a report providing any applicable limitation or restrictions. Consistent with applicable law, the City is not required to maintain or hire any employee who is determined to lack fitness for duty. It is the responsibility of the employee to ensure that he receives an annual fit for duty from the physician at or within 60 days after his birthday. Bargaining unit employees ~~not~~ receiving a not fit for duty from the physician will be deemed not fit for duty and not allowed to return to active shift duty until such form has been attained. The City will not be responsible for compensation during this period that the employee has not been cleared by the physician for his annual physical.

14.2. An employee shall achieve and maintain a state of personal physical condition that allows him to perform all aspects of the job description promulgated by the City for his job or rank. The current job description may be changed due to the requirements of the Federal Americans with Disabilities of Act 1990.

14.3. Regardless of whether an employee passes the pre-employment or annual physical, if at any time the City has reason to believe an employee is not able to perform all essential functions of his job because of a reason related to his physical or mental condition, the City may require an employee to be examined by a physician.

14.4. In the event the City receives a written recommendation from a physician paid for by the City for a physical fitness program for an employee, the employee shall perform such physical exercise program as directed by the Fire Chief or his designee.



14.5. In the event an employee disagrees with the recommendation of the physician employed by the City, the employee reserves the right to select his own physician for examination at the employee's expense. If the two physicians disagree, the City and the employee shall agree on a third physician within thirty (30) calendar days, and the third physician's decision on the question of the scope of a physical fitness exercise program shall be binding on the City, the employee, and the Union. His expense shall be equally divided between the City and the Union.

14.6. No employee shall be ordered to participate in a City provided physical fitness program without first having a physician conducted physical examination, including a stress EKG, a pulmonary function test, an audio and vision test, a blood chemical profile (SMAC test) paid for by the City.

14.7. If the City-selected physician determines that an employee is permanently unable to execute the regular duties of a firefighter, but the City considers the employee be qualified by reason of his training, education, or experience to perform in some other position or job with the City, the City may offer the employee the opportunity to seek such a full time position within five (5) month of the date of the medical decision determining the employee's unfitness for duty as a firefighter. The City may elect not to rehire the employee. An employee who the City-selected physician determines is medically unfit for duty as a firefighter and for whom another position cannot be found may be terminated.

14.8. Firefighter Wellness Initiative Program

All Administrative and Union personnel who participate in fire pension plan agree to create and participate in a proactive mandatory wellness/physical fitness program within the first twelve (12) months of this agreement. The parties agree that the program seeks to improve the quality of life of all personnel. The Union agrees that it must work to ensure that each member has the opportunity to attain and maintain a healthy body and mind so each member can perform their work duties. This program is based not only on physical fitness and wellness, but is a supplement to competency within firefighting drill standards and the ability for firefighters to carry out their duties.



The wellness/fitness program shall be a positive program and not punitive in any way, no employee will be disciplined for failure to meet each and every goal that may be established as long as the employee makes a good faith effort to meet any such goals, and any failure to physically perform does not demonstrate a substantial risk exists that the employee cannot perform the essential duties of his job at an acceptable level.

Both parties agree to use the IAFF/IAFC Fire Service Joint Labor Management Wellness Fitness Initiative, Current Edition in its entirety, and reserve the right to review and adopt, subject to mutual agreement, new versions as published in part or in total. The program will be administered by the physical fitness committee. Employees who are not able to meet the standards within the Wellness-Fitness Initiative will be counseled and will seek the assistance from a physical fitness committee peer fitness trainer who will provide specific guidelines for rehabilitation and remedial support for meeting the standards.

All unit employees shall participate in a mandatory, annual, non-punitive fitness assessment, as a part of this data gathering process, to assess their individual fitness capacity.

14.9. Upon adoption, to be eligible for promotion, employees in special risk positions at a minimum must have successfully passed the Incumbent Physical Agility Test (IPAT) or have passed the IPAT within the previous twenty-four (24) months and have received a Fit-For-Duty sheet from the City's appointed physician within the same time period.

14.10. All employees hired as of October 1, 2017 under this Collective Bargaining Agreement shall comply with Florida State Statute 633.046(6) regarding tobacco products and during their term of employment shall remain tobacco free as a contingency of employment. City of Leesburg Firefighters shall sign the affidavit and affirm compliance with the F.S.S. 633.046(6). See Appendix "E".



Article 15

Substance Abuse Policy

15.1. The Union accepts the current City of Leesburg Drug Free Workplace Policy contained in the City of Leesburg Personnel Policy Manual as in effect on the date of ratification of this Agreement.



Article 16

Assignment During Disability

16.1. In the event an employee is injured, whether on-the-job work related, covered or not covered by Workers' Compensation or otherwise, he shall be returned to the City's active, paid, full-time duty status without work restrictions only upon delivery and acceptance by the City of a doctor's release clearly stating that the employee is capable of performing all essential functions of the job duties in which he was classified prior to his medical leave of absence. The City shall have the prerogative of determining the sufficiency of the release.

16.2. If any doubt exists concerning the employee's current ability to return, the City may require that the employee be examined by a doctor of its selection to determine the medical status of the employee. The employee shall cooperate with the City in its efforts to obtain a second opinion. This second opinion shall be at the expense of the City.

16.3. Bargaining unit employees who, while restricted from performing their assigned duties by an injury covered by Workers' Compensation, and who are working on light duty status, shall receive compensation for actual hours worked, without interruption. LTB and vacation PTO leave accrual shall remain unchanged. Any light duty available, offered and able to be performed by the injured employee shall be completed as required by the Fire Chief. Any and all workers' compensation benefits received by the injured employee must be signed over to the City of Leesburg upon receipt.

16.4. Temporary light-duty assignments, further defined as modified or alternate duty assignments, will only be offered, at the sole discretion of the City of Leesburg, to employees that have been injured on-the-job and/or who are pregnant and have requested (in consult with their treating physician) to be accommodated in a temporary light-duty assignment, except whereas otherwise covered by law.



Article 17

Paramedic Bridge Program

17.1. When an employee currently employed in the City's Fire Department obtains the necessary education and successfully passes the required State Paramedic examination, completes all additional requirements established by the State of Florida for Paramedic certification, and the employee seeks to become a Paramedic in an open or vacant budgeted position the following shall apply:

- a. The provisional probationary employee shall have a maximum of six (6) months to complete the provisional process.
- b. The provisional period will begin on the date the employee is assigned duties as a Provisional Paramedic.
- c. If the provisional probationary employee is unable to perform his duties at the assigned level at the conclusion of the provisional period, he shall be returned to the former position of EMT and shall not be eligible to receive paramedic "Add Pay" pursuant to Article 6.8.
- d. The employee shall be eligible for Paramedic incentive pay upon successful completion of the provisional period and clearance to perform by the Lake County Medical Director.
- e. The provisional paramedic will be eligible to take a promotional exam during the provisional period.



Article 18

Jury Duty

18.1. An employee serving on jury duty will be granted time off and paid the difference between payment received from the court and his regular hourly rate for those hours, which would normally have been scheduled as a workday or a paid holiday.

18.2. The maximum period for this reimbursement shall be two (2) calendar weeks.

18.3. If an employee is released from jury duty within four (4) hours before his normal quitting time for that shift, he shall be required to report to his station for completion of his shift within one (1) hour of his release from jury duty, unless he takes the remainder of his shift as PTO.

18.4. Paid jury duty time shall not be considered hours worked for the purposes of calculating overtime.



Article 19

Funeral Bereavement Leave

19.1. When a death occurs in a full-time employee's immediate family, defined as the employee's legal spouse, mother, father, legal guardian, mother-in-law, father-in-law, step parents, son, daughter, son-in-law, daughter-in-law, step children, brother, sister, grandparents (including great grandparents as long as documentation showing relationship is provided), grandchildren or other dependents living in the same household, the employee may upon request be excused and paid for 24 hours bereavement leave. Employees may when necessary use LTB or PTO leave to extend funeral bereavement.

19.2. An employee will not receive funeral pay when it duplicates pay received for time not worked for any reason.

19.3. Paid funeral leave shall not be considered hours worked for the purposes of calculating overtime.



Article 20

Tuition Reimbursement

20.1. The Fire Department will reimburse an employee attending approved course/class for the cost of tuition, books and fees. If the employee does not receive a passing grade of “C” or above in a course/class, or equivalent numerical representation, which issues a letter grade, the employee must reimburse the Fire Department for the course prior to being eligible for further tuition reimbursement consideration. If the employee is enrolled in a course/class which requires “pass/fail” criteria the employee must demonstrate evidence of “passing” the course. If the employee “fails” the course or receives a letter grade below a “C,” or equivalent numerical representation, the employee will reimburse the Fire Department the cost of the class. If an employee “fails” a course or class and wishes to re-take it, the Fire Department will pay the cost of the tuition, books, and fees in accordance with City Personnel Policy 720, if the employee has reimbursed the Fire Department in its entirety for the failed course.

20.2. All tuition, books and fees reimbursement require prior approval of the Fire Chief and are subject to availability of funds.

20.3 Employees receiving these funds are obligated to remain employed with the City of Leesburg Fire Department for a period of no less than two (2) years after completion of the course. In the event the employee is terminated or resigns with the City of Leesburg Fire Department before the expiration of the two (2) year period, the employee shall reimburse the City of Leesburg the entire amount paid on his behalf for this course.



Article 21

Educational Leave

21.1. If an employee is directed by the City to enroll in a course, the City shall pay the time spent in attending the course. The Fire Chief shall direct an employee in writing and the employee so directed shall attend without having to exchange time or use any leave time.

21.2. If the City does not require attendance at a course, the time in attending the course shall not be paid by the City. An employee seeking an unpaid leave of absence for this purpose shall make written application to the Fire Chief. Approval of such application must be made by the City Manager. An employee may request to use comp time or leave time to attend courses not required by the City.

21.3. If an employee elects to enroll in a job-related academic course sponsored by the Florida State Fire College, and the approval for the reimbursement of the cost of tuition, books, and fees in accordance with the City's Educational Assistance Policy has been obtained, the employee may request, through the Fire Chief, time off to attend the course. With the Fire Chief's approval, the employee may attend such course while on duty without a loss of pay, provided he reports back to duty at the conclusion of the class and reports to work for the balance of the shift. When an employee attends a scheduled class that is mandated by the City on a day when he is not scheduled to work, he shall be paid up to eight hours at straight time for all hours spent attending class.

21.4. If an employee elects to continue his certified status as Paramedic, and such continuation is approved by the Fire Chief in writing, he may attend such formal classes on a scheduled work day without loss of pay provided he reports to work at the conclusion of his class schedule and work for the balance of his shift. On days when such classes are scheduled but he is not scheduled to work, he shall receive his regular straight time pay for all hours spend attend such classes.



Article 22

Educational Supplemental Compensation

22.1. The current City practice under state law to pay an additional sum to an employee upon completion of certain required educational courses related to his primary job shall be continued. Should that state program be altered or amended, the benefit shall be accordingly changed.

22.2. Educational differential pay shall not be considered part of the regular hourly rate of any employee.

22.3. Employees may be granted internet access via the Department's computers for the purposes of continuing their education in fire related fields. Such access shall be subject to the following conditions:

- a. The employee agrees to comply with the current City of Leesburg's Internet Usage Policy, which is contained in the City of Leesburg Personnel Policy Manual.
- b. Internet courses must be approved in advance by the Fire Chief.
- c. Internet access for the above purposes shall not be during normal duty hours, i.e. 8:00 a.m. to 5:00 p.m. Monday through Friday, and 8:00 a.m. to 12:00 p.m. Saturday and Sunday.
- d. During emergency situations, internet access can be denied by the Fire Chief. Violation of any of the above conditions shall be grounds for disciplinary action.

22.4. An employee may take accrued PTO or comp time in increments of not less than four (4) hours to attend, an approved Fire or EMS academic class away from the Fire station in accordance with this agreement. Under no circumstances will the leave be granted when it would require that overtime be paid to another person because of the employee's absence.



Article 23

Call Back Pay

23.1. An employee called back to work to perform unscheduled, unforeseen or emergency work after leaving the station area at the conclusion of his scheduled work shift shall receive a minimum of two (2) hours pay at their regular hourly rate.

23.2. This benefit shall not apply when an employee is called back early to his regular shift and works continuously from the time of reporting into his regular shift.

23.3. Only such hours actually worked shall be included in calculating overtime hours, if any, in a work period.



Article 24

Clothing Allowance

24.1. The cost and maintenance of wearing apparel, furnished by the City shall be paid by the City. The City will replace, at its cost, such items when, at the discretion of the City, such replacement is considered necessary. The employee shall pay for the replacement of negligent damage to or lost articles.

24.2. Upon termination of employment, the wearing apparel will be surrendered by the employee in like condition as when issued, reasonable wear and tear is expected.

24.3. Safety shoes/boots shall be covered in the same manner as described in the current City of Leesburg Personnel Policy Manual.



Article 25

Retirement

25.1. The City and the members shall continue to participate in and contribute to the municipal firemen's retirement plan for the City of Leesburg on each employee covered by this Agreement in accordance with the requirements of the Plan, all Plan Documents, State Law, and with the recommendation of the Pension Board of Trustees and the approval of the City Commission.

The parties agree, however, to re-open this Agreement for the sole purposes of bargaining about compensation (Article 6) and retirement for fiscal year 2022-2023 (beginning October 1, 2022 and ending September 30, 2023). Such negotiations must begin no later than June 1 for the preceding fiscal year and notice must be given under Article 35 of this agreement.



Article 26

Insurance

26.1. The City will make available health insurance, life insurance, and accidental death and dismemberment insurance benefits on a group basis to bargaining unit employees to the same extent and in the same manner that such benefits are provided to other City employees, including executive staff. The City shall have the same rights with respect to bargaining unit employees to make, or to agree with the provider or providers to, change in such benefits and/or the costs thereof to the City and/or to employees as with all other City employees. Provided all City employees, including bargaining unit employees, have available the same benefits, as above described, the City shall have no obligation to bargain over such changes or their effects during the term of this Agreement.



Article 27

Seniority

27.1. Seniority for the purposes of this article shall be by job classification. In any case of layoff, recall, or scheduling of vacation the following factors shall be considered:

- a. Continuous service with the City, and
- b. Ability to perform the work, and

27.2. Continuous service with the City for seniority purposes shall continue to accrue during all types of leave, except that leave of absence without pay for thirty (30) calendar days or more.

27.3. Seniority shall be used only for the purpose of layoff and recall and scheduling vacations.

27.4. In the event of a layoff for any reason at any rank, employees shall be laid off in accordance with the factors set forth in Section 27.1 (above). Any employee who is to be laid off who has advanced to his present classification from a lower classification in which he held a permanent appointment shall be given the opportunity to displace an employee in the lower classification in the same department regardless of that employee's continuous service with the City.

27.5. An employee on layoff shall be recalled to available job accordance with the factors set forth in Section 27.1 (above). The City may require a physical examination of an employee at its expense before recall. Recall will be made by certified mail to the last address in the employee's record. The employee must within seven (7) days of the certified receipt date, signify his intention, in writing, of returning to work, to the Human Resources Director and the Fire Chief. In the event an employee on layoff does not advise the City within seven (7) calendar days of his intention to return and return within fourteen (14) calendar days, that person, shall be terminated for all purposes.



27.6. An employee shall lose his seniority as a result of the following:

- a. Resignation,
- b. Termination,
- c. Retirement,
- d. Layoff exceeding twelve (12) months, or the number of months of Fire Department service, whichever is less, or
- e. Violation of the provisions of the current City of Leesburg Personnel Policies and the published Leesburg Fire Department Rules and Regulations, Operating Procedures and General Orders and rules and regulations issued by the Fire Chief or his designee where those provisions provide penalties for failure to adhere to them.

27.7. No new employees shall be hired until all laid-off employees have been notified of recall as specified in Article 27.5 (above). Employees “down bumped” as the result of a lay-off will be returned to their prior classification before any new promotions are made.



Article 28

Probationary Period

28.1. An employee initially employed into the bargaining unit shall be on probationary status for one year. The City may, at its sole discretion, terminate the employment of a probationary employee at any time during the probationary period. Such termination shall not be reviewable under the grievance-arbitration procedure.

28.2 New firefighters, during the firefighter orientation period, shall be compensated based on a 40-hour work week for actual hours worked; the employee's calculated hour rate shall be converted to his/her equivalent rate based on 2080 per year. The conversion is effective with the date of the first bi-weekly pay period the employee begins.

28.3 Personnel who successfully complete the orientation period shall have their compensation rate converted back to contractual rates.

28.4 A current bargaining unit employee promoted into a higher position shall be placed on a six (6) month probationary period.

- a. The probationary period will begin on the date the employee is assigned his new duties.
- b. The employee shall be subject to a 6-month performance evaluation. Interim written performance consultation shall be at ninety (90) days.
- c. If the probationary employee is unable to perform his duties at the assigned level at the conclusion of the probationary period, he shall be returned to the former position and forfeit all compensation related to the promotion.



Article 29

Work Rules

29.1. Employees shall be required to observe and comply with the written regulations governing their employment as set forth in the City of Leesburg Personnel Policies manual, the City of Leesburg Fire Department Rules, and Regulations, Operating Procedures and General Orders manual, current Department procedures and such special and general orders and written communications as issued from time to time, commonly referred to as Standard Operating Procedures (SOP's) and the Fire Chief's Directives as they may be amended from time to time.

29.2. Employees shall be required to observe and comply with such additional or supplemental rules and regulations promulgated and published by the Fire Chief provided that such rules and regulations shall not be contrary to any of the provisions of this Agreement. No disciplinary action will be taken for violation of a posted rule or regulation until at least five (5) business days after posting. The posting of additional or supplemental rules will be on the departmental bulletin board.

29.3. Changes proposed by the City to Personnel Policies, Rules & Regulations, General Orders, Departmental Procedures, or Standard Operating Procedures or Guidelines that would impact wages, hours and/or terms and conditions of employment shall be provided to the union a minimum of 14 days prior to implementation. If after review, the Union requests bargaining over the impacts the proposed change will have on wages, hours and/or terms and conditions of employment, the City agrees not to implement the proposed change until the collective bargaining procedures as outlined in F.S.S. Chapter 447, have been completed.



Article 30

Bulletin Boards

30.1. The Union shall be allowed to mount a suitable bulletin board, measuring 3' x 4' next to the City's bulletin board, one at each station, for the following notices only;

- a. Union literature;
- b. Notices of Union meetings;
- c. Recreational and social affairs of the Union: and
- d. The Union's Charter.

30.2. No material, notices or announcements shall be posted which contain anything political or controversial, or anything reflecting upon the City, any of its employees, or any labor organization among its employees. No material, notices or announcements which violate the provisions of this Article shall be posted.

30.3. No material, notices or announcements shall be posted except as provided in this Section and unless signed by the Union President, or his designee, and approval by the Fire Chief or his designee is granted.



Article 31

Shift Exchanges

31.1. Shift exchange or time trade shall not be permitted where the swap creates any overtime pay obligation for the City. Time trade (Swaps) for another person will not constitute actual hours worked for the purposes of calculating FLSA. A shift exchange is done voluntarily by the employees and not at the command of the fire department. The reason for shift exchange is not due to the operational needs of the fire department. The fire department shall maintain records of applicable shift exchanges. Responsibility and liability for shift exchanges shall be solely that of the employees involved in the actual shift exchange.

31.2. Employees may exchange shifts subject to the following conditions:

- a. Shift exchange requests must be made forty-eight (48) hours in advance.
- b. Shift exchange requests shall be subject to advance approval by the Fire Chief or his designee.
- c. Firefighters may exchange with Firefighters or Engineers.
- d. Engineers may exchange with Engineers, Firefighters cleared to serve as WOC Engineers or Lieutenants.
- e. Lieutenants may exchange with Lieutenants or with Engineers cleared to serve as WOC Lieutenants.

31.3. All requests for time trades or shift exchanges shall be submitted to the employee's Battalion Chief forty-eight (48) hours prior to the requested leave time. Requests for time trades for durations of less than six (6) hours may be submitted to the employee's Battalion Chief and approved verbally. The Fire Chief or his designee has the final authority to approve or disapprove shift time trades. All time trades will be recorded.

31.4 A person working in a higher rated classification shall not be deemed working out of classification.



31.5. Employees on their initial one (1) year probationary period are limited to a maximum of forty-eight (48) hours. for this article until they have successfully completed the one (1) year probationary period.

31.6 Perpetual Time Trades (Swaps) in Article 7 are not applicable in this Article.



Article 32

Union Dues

32.1 The City agrees that upon receipt of a voluntary written individual notice signed by a bargaining unit employee on the form set forth in Appendix “B-1” which is attached hereto and made a part hereof, the City shall deduct from the pay due such employee his Union dues. Such authorization may be revoked by an employee within thirty (30) days written notice to the City and the Union in the form set forth as Appendix “B-2” which is attached hereto and made a part hereof.

32.2 Dues shall be deducted each designated pay period and those monies shall be remitted to the Union thereafter.

32.3 The Union agrees to save and hold the City harmless from any and all suits, claims or judgments arising because of the City’s compliance with the provisions of this article.

32.4 The Union will initially notify the City as to the amount of dues for an individual. Such notification will be provided to the City in writing signed by a representative of the Union. Any change in Union membership dues will be similarly certified to the City and shall be done thirty (30) days in advance of the effective date of such changes.



Article 33

Promotions

33.1. This article applies to promotion to the ranks of Firefighter/Engineer and Lieutenant. It excludes administrative promotion to the rank of Fire Inspector, Training Officer, and Battalion Chief; these positions are appointed. In the event an Administrator seeks to move to an open position on shift (within the collective bargain unit positions), he shall NOT be permitted to return to an open position in the rank held before he was appointed to Administration.

33.2. A promotional test shall be administered on the second Monday of October for Engineer during odd calendar years and on the second Monday of October for Lieutenant during even calendar years.

33.3. Once established, promotional rosters shall remain in effect for twenty-four (24) months plus two weeks, expiring on November 1st respectively. In the event a roster becomes exhausted before its expiration date, the Fire Chief shall have the prerogative to appoint a person to work out of class in a vacant position until the next roster is established.

33.4. A promotional board shall be established to preside over promotional testing. The board shall be comprised of the Fire Chief or his designee, as chairperson, the Human Resources Director or designee, and an employee member of the bargaining unit. All applicants must meet eligibility requirements by the test date and time.

33.5. The Fire Chief or designee, shall have the responsibility for the composition of the written and practical tests, and other tests as appropriate and standard in the industry. The questions for the written exam shall be composed from questions provided by a certified testing agency or book publisher and shall be applicable to the City of Leesburg. The practical test shall be composed from industry standard textbooks and related materials.



33.6. A practical and oral committee shall be appointed by the promotional board. Each shall have at least three (3) members.

33.7. The test for Firefighter/Engineer shall be scored as follows (4-part exam):

- Written exam worth 100 points
- Practical street exam worth 100 points
- Driving course exam worth 100 points
- Pumping evolution exam worth 100 points

33.8. Each candidate must receive a minimum grade of 70% to proceed to the next portion of the test. Each candidate must receive a minimum score of 70% on each of the four (4) exams to be placed on the promotional roster.

33.9. Bonus points may be awarded to a maximum of 25 points as follows: (Effective 2019)

- One half (.5) point per year of service with the Leesburg Fire Department, to a maximum of 7.5 points.
- One half (.5) point per year as “WOC” qualified as acting Driver Engineer and working in the position with the Leesburg Fire Department, to a maximum of 5 points.
- Review of last five (5) performance evaluations, receiving one (1) point for every performance evaluation that receives an overall “Exceeds”, “Exemplary”, or “Exceptional”; maximum of five (5) points.
- One half (.5) point for child car seat installation technician.
- One half (.5) point for current CPR Instructor (instructed a minimum of two (2) classes for the Leesburg Fire Department in the previous 18-month period).
- One (1) point for Fire Officer I Certification.
- One and a half (1.5) point for Fire Officer II Certification.
- One (1) point for State Certified Fire Inspector.
- One (1) point for State Certified Fire Instructor.



- One and a half (1.5) points for Associates Degree (limited to one Associates Degree); or
- Two (2) points for Bachelor Degree (limited to one Bachelor Degree).

33.10. Minimum eligibility requirements for promotion to Firefighter/Engineer (Effective 2019)

- Successful IPAT within twenty-four months and successful Fit-for-Duty for the same time period.
- Two (2) consecutive years of service as a Leesburg firefighter since last date of hire.
- Current evaluation of at least “Meets Expectations” Or Satisfactory Job Performance Evaluation.
- Pump Operator State Certification
- 40-hour certificate in Aerial Apparatus Operations.
- Valid Florida Driver’s License with less than 7 points on the license.
- Completion of WOC/DE program.

33.11. The test for Lieutenant shall be scored as follows (4-part exam and record review):

- Written exam worth 100 points
- Fire based scenario test worth 100 points
- Oral interview worth 100 points
- Personnel supervisory skills evaluation worth 100 points

33.12. Each candidate must receive a minimum score of 70 percent to proceed to the next portion of the test. Each candidate must receive a minimum score of 70% on each of the four (4) exams to be placed on the promotional roster.

33.13. Bonus points may be awarded to a maximum of 25 points as follows: (Effective 2018)



- One half (.5) point per year of service with the Leesburg Fire Department, to a maximum of 7.5 points.
- One half (.5) point per year as “WOC” qualified as acting Lieutenant and working in the position with the Leesburg Fire Department, to a maximum of five (5) points.
- Review of last five (5) performance evaluations, receiving one (1) point for every performance evaluation that receives an overall “Exceeds”, “Exemplary”, or “Exceptional”; maximum of five (5) points.
- One (1) point for Live Fire Instructor I
- One and a half (1.5) point for State Certified Fire Inspector.
- One (1) point for State Certified Fire Instructor; or
- One (1) point State Certified Fire Instructor II
- One half (.5) point NIMS ICS 400
- One and a half (1.5) points for Associates Degree (limited to one Associates Degree); or
- Two and a half (2.5) points for Bachelor Degree (limited to one Bachelor Degree)

33.14 Minimum eligibility requirements for promotion to Lieutenant (Effective 2018)

- Successful IPAT within twenty-four months and successful Fit-for-Duty for the same time period.
- Two (2) consecutive years in grade as Leesburg Firefighter/Engineer since last date of promotion.
- Current evaluation of at least “Meets Expectations” Or Satisfactory Job Performance Evaluation.
- Florida State Fire Officer I and Florida State Fire Officer II
- NIMS ICS 100, 200, 300, 700, 800
- Incident Safety Officer Course Certificate
- Courage to be Safe Certificate



33.15. A current list of source materials to be used for promotional testing shall be posted at all times in each fire station. If the Fire Chief changes the materials to be used, the new materials shall be posted no less than 60 days prior to the next promotional test. Three copies of the current materials shall be kept at the public library reserved for combat personnel use.

33.16. The Fire Chief shall have the prerogative to choose from the top two candidates on the Engineer and Lieutenant promotional rosters.



Article 34

Grievance and Arbitration

34.1 Members of the bargaining unit will follow all written and verbal orders given by superiors even if such orders are alleged to be in conflict with this agreement. Compliance with such orders will not prejudice the right to file a grievance within the time limit contained herein, nor shall compliance affect the ultimate resolution of the grievance. See Appendix "C."

34.2 A "grievance" is a claimed violation of this agreement. No grievance will or need be entertained or processed unless prepared in writing in the manner described herein, and unless filed in the manner provided herein within the time limit prescribed herein. A grievance may be filed by either a bargaining unit employee ("employee" as used herein being understood to include the plural for purposes of this Article) or by the Union. Grievances are limited to claims which are dependent for resolution exclusively upon interpretation or application of one or more express provisions of this agreement. The City need not entertain or process under this Article and may refuse to entertain or process any dispute, claim or complaint or other matter not meeting this definition.

34.3 Any action or activity begun by the administration giving rise to a class action grievance, upon the filing of the grievance by the Union, shall be suspended until such time as the grievance process has been completed and resolved. If the activity/action is deemed to be in violation of this agreement, it shall be terminated.

34.4 Grievances will be processed in the following manner and strictly in accordance with the following stated time limits:

Step 1: An aggrieved employee or the Union shall present in writing the grievance to the aggrieved employee's immediate supervisor within ten (10) calendar days of the aggrieved employee's or Union's knowledge of the occurrence of the action giving rise to the grievance. The immediate supervisor shall reach a decision and



communicate in writing to the grievant within ten (10) calendar days from the date the grievance was presented to him. The failure of the aggrieved employee or the Union to make the grievance known in writing to the immediate supervisor within ten (10) calendar days of such knowledge of the occurrence of the action giving rise to the grievance shall constitute a final and conclusive bar on the merits of the grievance. The phrase “action giving rise to the grievance” shall include a final decision made by any representative of the City which results at a later time in the action which is the subject of the grievance.

Step 2: If the grievance is not resolved with finality at the first step, the aggrieved employee or Union, within ten (10) calendar days following receipt of the answer in the first step, may forward it to the Fire Chief. The Fire Chief shall, within ten (10) calendar days of receipt of the written grievance, conduct a meeting with the aggrieved employee. The aggrieved employee may be accompanied at this meeting by a Union representative. The Fire Chief shall notify the aggrieved employee in writing of the decision not later than ten (10) calendar days following the meeting date.

Step 3: If the grievance is not fully and conclusively resolved at the second step, the grievant or Union, within ten (10) calendar days of receipt of the answer provided in Step 2, may forward the written grievance to the City Manager. The City Manager shall hold a meeting with the grievant or Union regarding the grievance. The City shall notify the grievant and the Union of the City Manager’s decision within ten (10) calendar days following the meeting. The decision of the City Manager shall be determinative of the grievance (unless modified by a decision made in compliance with the following arbitration procedure).

34.5 Arbitration: If the grievance is not resolved by the foregoing grievance procedure, the Union, within fourteen (14) calendar days after the City Manager’s decision in Step 3, may give to the City Manager, by hand delivery or by registered or certified mail, a written notice of its desire to submit the matter to arbitration; said written notice to include a written



statement of the position of the Union with respect to the unresolved grievance. The Union Executive Board maintains exclusive authority to determine whether a grievance is to be processed to arbitration.

- a. Within fourteen (14) calendar days from receipt of such notice, the parties shall confer to select an arbitrator. In the event the parties fail to agree on an arbitrator, both parties shall jointly request a list of seven (7) qualified arbitrators from the Federal Mediation and Conciliation Services. The Union and then the City will alternately eliminate one at a time from said list the names of persons not acceptable until only one remains and this person will be the arbitrator. A coin toss will determine which party has the right to first strike arbitrators.
- b. As promptly as possible after the arbitrator has been selected, he shall conduct a hearing between the parties and consider the grievance. The decision of the arbitrator will be served upon the employee or employees aggrieved the City and the Union in writing. The expense of the arbitration, including the fee and expenses of the arbitrator, shall be borne equally between the City and the Union. Each party shall be exclusively responsible for compensating its own representatives and witnesses.
- c. The submission to the arbitrator shall consist exclusively and entirely of the written grievance as submitted in Steps 1, 2, and 3 of the grievance procedures, and shall include a copy of this agreement.
- d. The power and authority of the arbitrator shall be strictly limited to and interpretation of the express terms of this agreement. He shall not have the authority to add to or subtract from or modify any said terms, or to limit or impair any right that is reserved by this agreement to the City or the Union or the employees, or to establish or change any wages or rate of pay in this agreement.
- e. No decision of any arbitrator or of the City in one case shall create a basis for retroactive adjustment in any case.
- f. All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned from the City, less any unemployment compensation or compensation from other sources that he may or might have received or did receive during the period for which the back pay was awarded. In settlement or



other resolution of any grievance resulting in retroactive adjustment including back wages, such adjustment shall be limited to a maximum of thirty (30) calendar days prior to the date of the filing of the grievance at Step 1.

- g. This decision of the arbitrator shall be final and binding on both parties, and the grievance shall be considered permanently resolved, subject to any judicial relief available to either party under Florida law.
- h. It is agreed, with respect to this grievance and arbitration procedure, that:
 - 1. It is the intent of the parties that grievances must be raised at the earliest possible time. Any grievance, in order to be entertained and processed, must be submitted in writing at Step 1 within ten (10) calendar days after initial knowledge of the action allegedly giving rise to the grievance, which means, as indicated in Step 1 above, within ten (10) calendar days after knowledge of a final decision which results in the action which is the subject of the grievance.
 - 2. A matter otherwise constituting a grievance not presented at Step 1 within the time limit prescribed in Step 1 and in compliance with paragraph "A" above shall be conclusively barred on the merits following expiration of the prescribed time limit. Such a time-barred grievance need not be entertained or processed, and only factual disputes as to timing will be the subject of any arbitration resulting from the matter. A grievance which is for any reason not advanced to Step 2 or Step 3 or to arbitration within the time limits prescribed herein for such advancement shall be similarly permanently withdrawn and barred. Failure on the part of the City to respond within the time limit set forth at any step shall require the aggrieved employee or Union to proceed to the next step and failure on the part of the aggrieved employee or Union to so proceed within the time limit after expiration of the time limit for the City's response shall cause the matter to be barred as set forth in this paragraph.
 - 3. A time limit at any stage of the grievance procedure may be extended by written mutual agreement of the Union and the City Manager.
 - 4. All grievances shall be dated and signed by the aggrieved employee or Union representative. Any decision rendered shall be in writing and shall be dated and signed by the City's representative at that step.



5. In any grievance there shall be set forth in space provided on the grievance form or on attachments, if necessary, all of the following;
 - a. a statement of the grievance and facts upon which it is based;
 - b. the section or sections of this agreement claimed to have been violated; and
 - c. the remedy or correction requested.
6. All grievance hearings will be during normal business hours.
7. All grievances filed on behalf of or for the benefit of any employee or employees must specifically name all such employees, and may not be amended after completion to Step 2 to add names. No monetary or other relief shall be granted or awarded to any employee not so named. The only exception to this is that if the Union claims that a grievance affects the entire bargaining unit it may describe the bargaining unit generally.
8. In all cases requiring the aggrieved employee or the Union to timely present or advance a grievance to a designated City official, hand delivery during the hours of 8:30 a.m. to 4:30 p.m., Monday through Friday to the office of that official shall be sufficient for compliance with prescribed time limits if the designated official is not personally available for service. Where the last day for such presentation or advancement falls on a Saturday, a Sunday or a holiday expressly recognized as such under this agreement, presentation or advancement shall be timely if made on the next business day following such Saturday, Sunday or holiday.
9. Nothing in this agreement shall prohibit the presence of a Union representative at any meeting held at Step 1, 2, or 3 of this procedure. In cases where a grievance has been presented by an employee without participation of the Union, the City and the aggrieved employee shall be obligated to give the Union reasonable prior notice of any and all meetings or other procedures involving the grievance, other than informal discussion between the aggrieved employee and his immediate supervisor. The Union will be permitted to be present at scheduled meetings, and any adjustments of the grievance will not be inconsistent with the express terms of this agreement.



Article 35

Notice

35.1 Any notice to be given under this Agreement shall be given by email and or certified mail; a written reply, from the receiver, acknowledging receipt is required to verify delivery. If notice is given by the Union to the City, it shall be addressed to the Director of Human Resources, City Hall, Post Office Box 490630, Leesburg, FL 34749-0630; and any such notice if given by the City to the Union shall be addressed to the Union President, Post Office Box 491350, Leesburg, FL 34749-1350.



Article 36

Sanitation, Maintenance and Upkeep

36.1 The City agrees to supply and make available all materials required in the day-to-day maintenance and upkeep of all fire houses.

36.2 The City and the Union agree that employees shall be required to perform repair, maintenance and routine tasks and duties relative to their equipment and fire stations. Routine tasks and duties shall include items such as sweeping, mopping, cleaning windows, washing and polishing apparatus. The City agrees that tasks normally requiring the expertise of a licensed professional of the trade shall not be required to be performed by a bargaining unit employee.

36.3 Nothing in Article 36.2 (above) shall prohibit an employee from performing any of the work if he elects to do so.



Article 37

Off-Duty Employment

37.1 The City permits bargaining unit employees to accept employment with other employees, or to engage in other paying work, provided that at all times City employment shall be the primary compensated work activity of bargaining unit employees. All bargaining unit employees will be required to report for duty when called, regardless of other work or employment. At no time may any bargaining unit employee use his position with the City of his uniform for any personal advantage. At no time can other employment or any other work activity of a bargaining unit employee interfere with the performance of work for the City or create any conflict of interest affecting the City or the employment with the City of such bargaining unit employee. No off-duty work will take place when an employee is receiving PTO for any medical leave-related purpose related to illness or injury to any person or wage loss benefits attributable to City employment. Exceptions may be made to this if an employee's medical restrictions cannot be accommodated by the City. Such exceptions must be approved by the Fire Chief with the concurrence of the Human Resources Department. It is understood that no employee will be covered by F.S.S. 440 Workers' Compensation benefits attributable to City employment as a result of any accident or injury incurred during off-duty employment. As of October 1, 2020, no employee shall engage in secondary employment that is in direct contradiction of F.S.S. 112.1816.

No employee shall utilize other on-duty City employees, or City equipment, facilities or vehicles in connection with any off-duty employment.



Article 38

Uniform of the Day

38.1 The City and the Union agree that the uniform of the day shall consist of a Class “B” shirt, Polo, or optional T-shirt, pants and safety shoes. Shorts may be worn for special events and outside non-emergency activities. Examples include training and hydrants. Ball caps are acceptable when worn with t-shirts or polos. The City shall have the right to determine the color of the uniforms.



Article 39

Locker Space

39.1 The City's present practice of providing an employee a locker shall be continued as long as the current buildings are used for Fire protection purposes.



Article 40

Employee Parking

40.1 The City's present practice of providing an employee parking shall be continued so long as the current buildings are used for the protection purposes.



Article 41

Reproduction of Agreement

41.1. The City will furnish one “hard” copy and one electronic copy of this agreement and the current City of Leesburg Fire Department Rules and Regulations as issued and/or amended from time to time to each station and a hard copy or electronic copy to the Union Executive Board, as the latter may elect. The agreement shall also be made available on a shared City Network Drive.



Article 42

Severability

42.1. If any article or section of the Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the reminder of this Agreement shall not be affected thereby.



Article 43

Transportation

43.1 When an employee is directed to change stations while on duty, the City shall provide transportation.

43.2 If an employee changes stations during the work day, he shall be transported back to original work location not later than the end of his shift.

43.3 In the event an employee elects to use his own vehicle for transportation between stations, he shall not be reimbursed for such expense.

43.4 If an employee is directed to attend a program or participate in some Fire Department related activity outside the City of Leesburg, the City shall either provide transportation or reimburse an employee using his vehicle on the basis of the City's current mileage rate.

43.5 No other transportation at the City's expense is provided except as set forth herein.



Article 44

Union Meetings

44.1. The Union may make application to the City to use any public facility on the same terms and conditions as any other private or public organization.

44.2. The Union may hold Union meetings at a Fire Station. The meetings shall be limited to Union Representatives and Union members and shall be held only after 5:00 p.m. The meetings shall not last more than two (2) hours and shall not interfere with operational duties. The Union shall notify the Fire Chief in writing of the meeting dates.

44.3. Any off-duty time spent at a Union meeting by an employee is not City paid time for any purpose.



Article 45

Complete Agreement

45.1 The City and Union acknowledge that during the negotiations which resulted in this Agreement, each party had the opportunity and unlimited right to make proposals concerning any subject or matter required by law to be a mandatory subject of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that opportunity or right are set forth in this Agreement. Therefore, it is agreed that during the term of this Agreement, the parties shall not be required to engage in further collective bargaining covering any subject or issue either herein agreed upon or which was discussed by the parties during the negotiation of this Agreement. It is understood; however, that nothing herein shall prevent the parties from engaging in further collective bargaining should they mutually agree to do so.



Article 46

Duration

46.1 Upon adoption by resolution of the City, this Agreement shall be effective October 1, 2020 and shall continue in full force and effect until midnight September 30, 2023, when it shall terminate.

46.2 This Agreement shall automatically be renewed from year to year, unless either party notifies the other, in writing, not less than one hundred fifty (150) days, nor more than the beginning of the calendar year of the expiration date of this Agreement.



IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives this _____ day of _____, 2020.

For the Union:

For the City:

Ryan Sapp, Union President

Al Minner, City Manager

Kenneth Rinehart, Union Vice President

David D. Johnson, Fire Chief

Leonides Gonzalez, Secretary/Treasurer

This Agreement approved upon adoption by resolution of the City Commission of the City of Leesburg on the _____ day of _____, 2020.

Elise Dennison, Mayor

Attest: _____
Julie Purvis, City Clerk



Appendix “A”

365 PAID TIME OFF (PTO)

Paid Time Off (PTO) is an employee benefit that combines traditional vacation and sick leave programs into one plan. PTO provides the employee with a flexible method of scheduling time off work. PTO shall not be considered as “hours worked” for the purposes of calculating overtime.

Eligibility

The following employees are eligible for PTO:

- a. regular full-time;
- b. regular part-time working at least 20 hours per week (accrued PTO time will be prorated based upon hours worked); and
- c. temporary employees who have held their position for 12 months or longer, and who have been determined in the City’s sole discretion to be eligible for PTO benefits pursuant to Policy 405.

Accrual

Paid Time Off (PTO) shall accrue for eligible employees starting on the date of hire at the following rates (*employees covered by a CBA may accrue at a different rate – refer to respective collective bargaining agreement*):

Less than 5 Years Service – 23 days (184 hours) of PTO a year.

5 to 10 Years Service – After 5 years of service, an employee earns one additional day of PTO (8 hours accrual) for each year of full-time service.

10 to 20 Years Service – After 10 years of service, an employee earns an additional half day of PTO (4 hours) for each year of full-time service.

20 Years of Service – After 20 years of service each employee has earned and continues to earn the maximum PTO accrual of 33 days (264 hours) of PTO a year.



PTO Annual Accrual Chart			Part-Time PTO Annual Accrual (Days)				
Full-Time Employees		Years of Service	Based on Normal Scheduled Hours				
Years of Service	PTO Days per Year		90% (36 hours)	80% (32 hours)	70% (28 hours)	60% (24 hours)	50% (20 hours)
0 - 5	23	0 - 5	20.7	18.4	16.1	13.8	11.5
6	24	6	21.6	19.2	16.8	14.4	12
7	25	7	22.5	20	17.5	15	12.5
8	26	8	23.4	20.8	18.2	15.6	13
9	27	9	24.3	21.6	18.9	16.2	13.5
10	28	10	25.2	22.4	19.6	16.8	14
11	28.5	11	25.7	22.8	20	17.1	14.3
12	29	12	26.1	23.2	20.3	17.4	14.5
13	29.5	13	26.6	23.6	20.7	17.7	14.8
14	30	14	27	24	21	18	15
15	30.5	15	27.5	24.4	21.4	18.3	15.3
16	31	16	27.9	24.8	21.7	18.6	15.5
17	31.5	17	28.4	25.2	22.1	18.9	15.8
18	32	18	28.8	25.6	22.4	19.2	16
19	32.5	19	29.3	26	22.8	19.5	16.3
20+	33	20+	29.7	26.4	23.1	19.8	16.5

Leesburg Fire PTO Accrual Chart (56hr work week)	
Full-Time Employees	
Years of Service	PTO Hours per Year
0-4	265.60
5	273.60
6	281.60
7	289.60
8	297.60
9	313.60
10	320.80
11	328.00
12	335.20
13	342.40
14	349.60
15	356.80
16	364.00
17	371.20
18	378.40
19+	385.60

1. Although PTO time is expressed as days accrued each year of service, PTO will be credited to employees on a prorated basis consistent with this policy as determined appropriate by Human Resources.



2. Newly hired employees will not be able to utilize PTO until they have completed 90 days of service.
3. PTO time is not earned during an unpaid leave of absence or when an employee is placed in a non-pay status.

Maximum Accrual Permitted

1. PTO may be accrued to a maximum of 560 hours (70 days). Employees covered by a CBA may accrue time to a maximum established by their collective bargaining agreement.
2. PTO time will not continue to accrue once an employee has reached the maximum accrual permitted.

Scheduling

1. PTO leave must be requested and approved by the employee's immediate supervisor prior to the start of the leave. Emergency requests for PTO that cannot be made in advance must follow the respective department's policies and procedures.
2. The City reserves the right to approve or deny a request for PTO based upon:
 - a. the staffing and operational needs of the department,
 - b. if the PTO leave request was or was not made in advance,
 - c. and/or if there have been excessive occurrences of unscheduled absences.
3. Employees will not be permitted to use PTO that has not been earned. **Any leave time requested, not already accrued, will be denied by the supervisor or Department Head.**
4. Employees are responsible for monitoring their PTO balance and are encouraged to maintain a sufficient balance to cover emergencies.
5. Requested PTO shall be paid at the employee's regular hourly rate of earnings applicable at the time the PTO is taken, exclusive of shift or overtime payments.
6. Holidays which occur during the period selected by the employee for PTO shall not be charged against PTO.
7. Maintenance of Contact – During PTO for illness an employee must maintain daily contact with his immediate supervisor (or make suitable arrangements) in order for the supervisor to know the employee's estimated date of return to work. PTO for illness is contingent upon maintenance of regular contact.
8. An employee that uses PTO for more than three consecutive days for a medical condition must contact Human Resources in order to apply for a FMLA leave of



absence. The supervisor must also notify Human Resources. Employees are required to exhaust all LTB and PTO time while on FMLA.

9. Physician's Release Upon Return – Depending on the length and circumstances of an employee's illness or disability, the supervisor may require a physician's written release before the employee may return to work. Also, medical documentation may be required if there is an excessive use of PTO for medical reasons.
10. A supervisor may send an employee home due to illness without the ability of the employee to appeal, in order to maintain a healthy work environment. The time off will be charged to the employee's accrued PTO or LTB. If the employee does not have sufficient balance in their PTO or LTB account, this time shall be charged as leave without pay.
11. Employees who are absent for reasons covered under the Workers' Compensation Law will be permitted to use available PTO hours to supplement Workers' Compensation wage loss benefits received when off work due to a work-related injury or illness. Under the Florida Workers' Compensation Law, no compensation shall be allowed for the first seven (7) days, except that if the injury results in a disability of more than 21 days, compensation shall be allowed from the commencement of the disability. If an employee is paid PTO or LTB (if applicable) for all or any part of the first seven (7) days of an absence covered and paid for by Workers' Compensation, the employee shall reimburse the City for the PTO paid and his accrual account will be credited accordingly. The combined payment of wage loss benefit, PTO and/or LTB time, and regular wages may not exceed 100% of the employee's regular base rate of pay. Any pay in excess of 100% of the employee's regular base rate of pay must be returned to the City.
12. For non-exempt employees with an insufficient accrued PTO balance taking unpaid leave, the actual amount of time used may be deducted from the employee's pay at the employee's regular hourly rate. However, for exempt (salaried) employees with insufficient accrued PTO balance taking unpaid leave, deductions from the employee's salary may only be made for absences of one or more full days for which the employee has insufficient accrued PTO balance available.

PTO Sell Back

Those employees who desire to sell PTO leave hours back to the City rather than use them are allowed to do so under the following guidelines:

1. The employee must complete a written request in a form acceptable to Human Resources.



2. A maximum of 160 hours may be sold back to the City in any one fiscal year. Employees covered by a CBA may sell time to a maximum established by their collective bargaining agreement.
3. A minimum of 8 hours must be sold on each occasion.
4. An employee may only sell to the City the same number of hours (or less) of PTO time that the employee has used as paid time off away from work during the 12-month period preceding the request for PTO sell-back. (Exempt employees may also include administrative time they have used towards the number of hours they may sell.) Once paid time off from work has been counted towards a sell back request, the same dates cannot be counted again towards a second sell back request.
5. Employees may exercise this option a maximum of two times a fiscal year (October 1st through September 30th).
6. Payment will be made in a supplemental check on the next regular pay day to the employee or in a contribution to the employee's deferred compensation account, subject to any applicable plan limitations.

PTO/LTB Donation & Exchange Policy

The City has established a plan whereby employees are able to donate some of their PTO/LTB leave to another employee who has none.

The purpose of the PTO/LTB leave exchange policy is to provide time off with pay for employees during periods of personal prolonged medical leave (such as illness, accident, injury, etc.) not otherwise compensated by the City.

All regular full-time and part-time employees are eligible to participate after successfully completing their probationary period of employment (or six (6) months of employment as a Police Officer or Firefighter where the probationary period is greater than six (6) months).

All temporary employees who have held their position for 12 months or longer, and who have been determined in the City's sole discretion to be eligible for the PTO/LTB Donation & Exchange Policy pursuant to Policy 405, are also eligible to participate in the PTO/LTB Donation Exchange Policy in the same manner as regular full-time and part-time employees except as described herein.

The following are the guidelines for the use of this policy:

1. Donated PTO/LTB hours are to be used for medical leave (such as illness, accident, injury, maternity, etc.) only for employees or as necessary to provide care for immediate family (i.e. spouse, children or other dependents living in the same household). Employees using such donated PTO/LTB hours are deemed to be on an extended leave of absence which must be approved, in advance, by the City Manager. Consistent with applicable law, if such employee is out on FMLA or



- other leave, there is no guarantee that the employee's position will be held open or remain open indefinitely.
2. Donations shall come from the Long-Term Bank (formerly Sick Leave) until all available time has been exhausted. Additional donations shall then be drawn from accumulated PTO.
 3. An employee shall be eligible to request the assistance of donated PTO/LTB leave when:
 - a. All available leave has been exhausted; and,
 - b. The employee has been absent at least 14 calendar days in either paid or unpaid leave status, relating to the same condition.
 4. Employees who have been instructed by their doctor to return to work on a limited basis (such as every other day or less than the employee's normal work day) shall be eligible for PTO/LTB donations provided they otherwise qualify pursuant to paragraph 3 above.
 5. The primary purpose of the PTO/LTB Exchange program is to attempt to provide the employee in need with what they normally receive for regularly scheduled hours worked. No more, no less.
 6. Each request for assistance under the PTO/LTB Exchange Program must be VERIFIED by the Human Resources Department
 7. Upon approval, by virtue of the conditions being met, the Human Resources Department will notify all departments of an employee's need for PTO/LTB donations.
 8. Any employee wishing to donate PTO/LTB leave will need to complete the necessary form allowing a transfer of PTO/LTB leave from their account to the requesting party's account. Forms are available on the intranet, in each department and in the Human Resources Department.
 9. All donations must be in even amounts (whole numbers). (Example: 4, 7, or 9 hours; fractional donations are not acceptable.)
 10. If you have authorized the donation of some of your PTO/LTB leave, the hours will not be taken from your account until they are actually used.

Sick Leave/Long Term Sick

All accruals formerly known as sick leave banks or long-term banks have been frozen. Employees with remaining accrual balances must use these hours in the event of need for medical absence leave until exhausted before any other leave is used. Earned sick leave is



used for an absence from work by reason of personal illness (to include doctor and dental appointments only for the time necessary to meet such appointments), accident, pregnancy supported by a doctor's recommendation or serious illness in the immediate family (i.e., spouse, children or other dependents living in the same household). In some situations, sick leave may also qualify as leave under the Family and Medical Leave Act and be so treated accordingly.

Appendix “B-1”

**PAYROLL DEDUCTION AUTHORIZATION FOR UNION DUES OF
PROFESSIONAL FIREFIGHTERS OF LEESBURG
LOCAL 2957, I.A.F.F. AFL-CIO-CLC**

I hereby authorize the City of Leesburg to deduct from wages each month the current normal monthly union dues and to transmit this amount to the Treasurer of the Professional Firefighters of Leesburg, Local 2957; I.A.F.F. AFL-CIO-CLC. I understand that this authorization is voluntary and that I may revoke it at any time by giving the City notice in writing.

Received in Human Resources:

Date

Employee Signature

Date

Print Employee Name

Bi-weekly

Appendix “B-2”

**REVOCATION OF PAYROLL DEDUCTION AUTHORIZATION FOR UNION DUES OF
PROFESSIONAL FIREFIGHTERS OF LEESBURG
LOCAL 2957, I.A.F.F. AFL-CIO-CLC**

I hereby revoke by previous written authorization for the withholding of union dues and hereby instruct the City of Leesburg to stop deducting from my wages each month the current normal monthly dues for the Professional Firefighters of Leesburg, Local 2957, AFL-CIO-CLC.

Received in Human Resources:

Date

Employee Signature

Date

Print Employee Name

Appendix “C-1”

CITY OF LEESBURG FIRE DEPARTMENT GRIEVANCE FORM

STEP ONE

EMPLOYEE NAME	JOB CLASSIFICATION	DATE ALLEGED GRIEVANCE OCCURRED
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STEP ONE: (Within ten (10) working day of occurrence of grievance.)

GRIEVANCE PRESENTED ORALLY OR IN WRITING TO SUPERVISOR:

BY: _____ ON _____
Employee's Signature Date

RECEIVED BY: _____ ON _____
Employee's Signature Date

_____ ON _____
Steward's Signature Date

CONTACT PROVISION ALLEGEDLY VIOLATED: ART. ____ SEC. ____

DESCRIPTION OF GRIEVANCE: _____

REMEDY SOUGHT: _____

SUPERVISOR'S ANSWER IN WRITING (Within ten (10) working days from receipt date above.) GRANTED _____ DENIED _____

REASON: _____

PRESENTED BY: _____ ON _____
Supervisor's Signature Date

RECEIVED BY: _____ ON _____
Employees Signature Date

COPIES TO: Employee
Union Official
Fire Chief
Director of Human Resources

Appendix "C-2"
CITY OF LEESBURG FIRE DEPARTMENT GRIEVANCE FORM
STEP TWO

EMPLOYEE NAME	JOB CLASSIFICATION	DATE ALLEGED GRIEVANCE OCCURRED

STEP TWO: (Within ten (10) working days after receipt of reply in Step One.)

Date of reply to Step One

GRIEVANCE PRESENTED IN WRITING TO THE FIRE CHIEF:

BY: _____ ON _____
Employee's Signature Date

RECEIVED BY: _____ ON _____
Fire Chief's Signature Date

DATE MEETING HELD BY FIRE CHIEF WITH EMPLOYEE: (Within ten (10) working days from date received above.)

Meeting Date

FIRE CHIEF'S ANSWER IN WRITING: (Within ten (10) working days from date received above.) GRANTED ____ DENIED ____

REASON: _____

PRESENTED BY: _____ ON _____
Fire Chief's Signature Date

RECEIVED BY: _____ ON _____
Employee's Signature Date

COPIES TO: Employee
Union Official
Fire Chief
Director of Human Resources

Appendix "C-3"

CITY OF LEESBURG FIRE DEPARTMENT GRIEVANCE FORM

STEP THREE

EMPLOYEE NAME	JOB CLASSIFICATION	DATE ALLEGED GRIEVANCE OCCURRED

STEP THREE: (Within ten (10) working days after receipt of reply in Step Two.)

Date of reply to Step Two

GRIEVANCE PRESENTED IN WRITING TO CITY MANAGER:

BY: _____ ON _____
Employee's Signature Date

RECEIVED BY: _____ ON _____
City Manager's Signature Date

DATE MEETING HELD BY CITY MANAGER WITH EMPLOYEE (Within ten (10) working days from date received above.)

Meeting Date

CITY MANAGER'S ANSWER IN WRITING (Within ten (10) working days meeting.)
GRANTED _____ DENIED _____

REASON: _____

PRESENTED BY: _____ ON _____
City Manager's Signature Date

RECEIVED BY: _____ ON _____
Employee's Signature Date

COPIES TO: Employee
Union Official
Fire Chief
Director of Human Resources

Appendix “D”
540
INTERNET USAGE

The City of Leesburg’s Internet access is intended to further the business purposes of the City of Leesburg. Except as prohibited elsewhere in this policy, incidental (occasional) personal use of the Internet is permissible.

All information created, sent, or received via the City’s computers, networks, internet access, and/or email system is the property of the City. The City reserves the right to monitor, filter, and/or review, at any time, all internet utilization.

The City further reserves the right to reveal any internet access related information to any party that it deems appropriate. The use of encryption, the labeling of a communication as private, the deletion of a communication, or any other such process or action, shall not diminish the City’s rights in any manner. The City will also disclose internet access information to any party that it may be required to by law or regulation. This may include law enforcement search warrants and discovery requests in civil litigation. All internet access information is part of Public Record, as defined by Florida Public Record law.

Due to the potential for security breaches, employees will not download software from the internet unless prior written approval has been obtained from their Department Head and the Director of IT. For the purposes of this policy, the word software is defined as any executable program, screen saver, animated cursor or background image.

The use of any instant messaging or social networking service is not allowed, unless specifically authorized by the City Manager. Employees will not enter any internet chat rooms or chat channels. Employees will not post any comments or statements on any web page or send any messages to internet newsgroups without written permission from the City Manager.

Employees are responsible for ensuring that their use of the City’s internet access is consistent with City policy and appropriate business practices. Internet sites containing jokes, pornography, sexist material, racist material, defamatory material, obscene material, pirated software, games or any other inappropriate material shall not be accessed. The internet access system shall not be used for any purposes in violation of law or regulation.

Employees should be mindful that internet sites they visit collect information about visitors. This information will link the user to the City of Leesburg. Employees will not visit any site that might in any way cause damage to the City of Leesburg’s image or reputation.

Employees should be aware that much of the material available on the internet is copyrighted or trademarked. Other than viewing publicly available material, users will not use any material found on the internet in any manner without first establishing that use would not be in violation of a copyright or trademark.

IT staff will never ask for an employee's password. Employees will not reveal their passwords to anyone. Violations of this policy should be reported immediately to the Director of IT. Excluding members of IT, no employee will utilize or access internet accounts belonging to any other user.



Appendix "E"

Tobacco Affidavit

I _____ do hereby affirm that I have not been a user of tobacco, tobacco-like products; including smoked and smoke-less tobacco, other smokable products, and electronic cigarettes for at least one (1) year immediately preceding my application for certification as a firefighter, in accordance with Section 633.34(6) Florida Statutes.

All employees hired after October 1, 2017 shall comply with Florida Statute 633.046(6) regarding tobacco products and during their term of employment shall remain tobacco free.

Under the penalties of perjury, I declare I have read foregoing affidavit and that the facts stated in it are true.

Date and signed this _____ day of _____ year _____.

Print Name

Signature

Date

Affidavit

State of: _____

County of: _____

Before me personally appeared the said _____ who says that he/she executed the above instrument of his/her own free will and accord, with full knowledge of the purpose therefore.

Sworn and subscribed in my presence this _____ day of _____
year _____.

My commission expires: _____

Signature Notary Public: _____