



CITY OF DELAND
REGULAR MEETING OF THE CITY COMMISSION
NOVEMBER 3, 2025 AT 7:00 PM
CITY HALL, COMMISSION CHAMBERS
120 SOUTH FLORIDA AVENUE

AGENDA

CALL TO ORDER

INVOCATION-Pastor Don Jagers, Life Point Church

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

1. Resolution No. 2025-78, Honoring the Retirement of Cpl. Roger Spires.
2. Presentation re City of DeLand Super Star Students of the Month.

CONSENT AGENDA

1. Resolution Authorizing Surplus of Firearm.

It is recommended that the City Commission adopt the Resolution declaring the referenced Glock firearm as surplus and present it to Cpl. Roger Spires for his years of service to the City of DeLand.

2. Resolution Approving the Sole Source Purchase for Selectron Technologies, Inc Managed Services.

It is recommended that the City Commission approve the Sole Source expenditure to Selectron Technologies, Inc. for IVR/IWR, SelecTXT, and Atlas Managed Services.

3. Consideration re Award of Contract to Southern Cleaning Service, Inc. for Janitorial Services.

Recommendation to award the Janitorial Services Contract to Southern Cleaning Services Inc.

4. Consideration re Agreement for Services with Southeast Volusia Humane Society.

It is recommended that the City Commission approve the FY 25-26 agreement with Southeast Volusia Humane Society Inc.

5. Consideration re Agreement for Services with New Hope Animal Shelter.

It is recommended the City Commission approve the Agreement for Services between New Hope Animal Shelter and The City of DeLand.

6. Consideration re Collective Bargaining Agreement (CBA) with the IAFF Local 4347 Fire Union for FY 2025-2026.

Consideration collective bargaining agreement with the IAFF Local 4347 Fire Union for FY 2025-2026.

7. Consideration re Collective Bargaining Agreement (CBA) with the IUPA Police Union for FY 2025-2026.

Consideration collective bargaining agreement with the IUPA Police Union for FY 2025-2026.

8. Consideration re Timmons Group Agreement for Professional Services, Geographic Information System (GIS) Utility Network Migration Phase 2.

Staff recommends that the City Commission approve Timmons Group Geospatial Solutions professional services contract for GIS Utility Network Migration Phase 2 in the amount of \$142,600.00.

9. Consideration re Ground Lease Agreement with Cloud Dancer Aviation Inc., Located at 955 Singleton Drive.

Consideration of a Ground Lease Agreement with Cloud Dancer Aviation, Inc. at 955 Singleton Drive.

10. Consideration re Ramp Space Lease Agreement with Cloud Dancer Aviation, Inc.

Consideration of a Ramp Space Lease Agreement with Cloud Dancer Aviation, Inc.

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

OLD BUSINESS

1. Second Reading of Ordinance No. 2025-18, Changing the Zoning for ±15.50 Acres of Property Located at the Northwest Corner of South Blue Lake Avenue and East Beresford Avenue, from Volusia County R-3 (Single-Family) to City of DeLand R-1A (Single-Family). First Reading 10-06-25.

This is a request to rezone ±15.50 acres of property from VC R-3 to City of DeLand R-1A, for the future development of a single-family residential subdivision.

NEW BUSINESS

1. Resolution Approving the Removal of One Historic Tree, Located at 134 North High Street.

The Applicant, LDM Rentals LLC, has requested that one historic tree, located at 134 North High Street be allowed to be removed.

2. Consideration re Designated Veteran Parking in Lot 11.

Consideration of installation of Veteran and Gold Star family parking in Lot 11.

CITY COMMISSION REPORTS

1. Report re Elected Officials Round Table.
2. Report re Volusia-Flagler TPO.
3. Report re River of Lakes Heritage Corridor.

CITY MANAGER REPORT

CITY ATTORNEY REPORT

CITY CLERK REPORT

CITY COMMISSION

ADJOURNMENT

The DeLand City Commission holds its regular meetings on the first and third Mondays of each month at 7:00 p.m. in the DeLand City Commission Chambers, 120 South Florida Avenue, DeLand. Notice of special meetings, workshops, changes in dates, times or locations are provided by separate Public Notices, which are posted at City Hall and on the City's web site.

The City of DeLand may take action on any matter during this meeting, including items that are not set forth within this agenda.

Public participation is encouraged on any matter on the agenda. If you desire to be recognized by the Mayor, please fill out a Speaker's Card and present it to the City Clerk.

Minutes of the DeLand City Commission meetings are not transcribed verbatim. If any person decides to appeal a decision made by the City Commission with respect to any matter considered at a public meeting or hearing, he/she will need a record of the proceedings including all testimony and evidence upon which the appeal is to be based. To that end, such person will want to ensure that a verbatim record of the proceedings is made by a court reporter, at the person's own expense.

In accordance with the American Disabilities Act, persons needing a special accommodation in order to participate in the proceedings should notify the City Clerk's Office at least 48 hours in advance of the meeting: 626-7132.

Assisted Listening System receivers are available for the hearing impaired, and can be obtained from the City Clerk.

If you wish to obtain information regarding the City Commission's Agenda, please call the City Clerk's Office: 626-7132.

We respectfully request that all pagers and cell phones be turned OFF during City Commission meetings.

Electronic Information! City Commission agendas and short form minutes are now available on the City's web page: www.deland.org.



The CITY OF DELAND

Volusia County, Florida

RESOLUTION NO. 2025 - 78

A RESOLUTION OF APPRECIATION AND RECOGNITION BY THE CITY COMMISSION OF THE CITY OF DELAND, FLORIDA, TO ROGER SPIRES UPON HIS RETIREMENT AFTER EIGHT YEARS OF SERVICE TO THE CITY OF DELAND; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Police Corporal Roger Spires has dedicated his career to the safety and protection of our community and to the DeLand Police Department, and has been loyal to his fellow officers and the community throughout his career; and

WHEREAS, Roger Spires was hired as a Police Officer by the City of DeLand on June 27, 2017, became a K-9 handler to a Golden Retriever named Riggs in the end of 2018 and was promoted to the rank of Corporal on October 10, 2020. K-9 Riggs retired October 4, 2021; and

WHEREAS, Corporal Roger Spires spent a majority of his career as a member of the Patrol Division, also fulfilling temporary light duty roles in both the Records Division and the Criminal Investigations Division.

WHEREAS, while assisting the Criminal Investigations Division in February 2025, Cpl. Spires was involved in the reopening of a 44-year-old cold case where he re-submitted physical evidence for analysis that was collected in 1981, reviewed case reports and re-interviewed witnesses. The family remains hopeful that the new evidence will bring justice for their grandmother; and

WHEREAS, during Corporal Spires career he earned several awards to include the Chief's Award, a Medal of Merit, Unit Commendations, and a Life Saving Award and after eight years of service to this community, will medically retire as a Corporal as a result of an injury in the line of duty; and

WHEREAS, Corporal Roger Spires' dedication and commitment to the City of DeLand and to the DeLand Police Department has earned the respect, admiration, and high regard his fellow officers, as well as that of the citizens of this community; and

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

Section 1. That the City Commission of the City of DeLand does hereby honor Corporal Roger Spires for his eight years of service to the City of DeLand and the DeLand Police Department for the duty, honor, courage, integrity, caring, respect, and loyalty he has devoted to the community.

Section 2. This resolution shall be spread upon the minutes of the City Commission of the City of DeLand as part of the permanent memento of the City's thanks and appreciation to Corporal Roger Spires.

Section 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED this November 3, 2025.

Christopher M. Cloudman
Mayor - Commissioner

Attest:

Julie A. Hennessy, City Clerk - Auditor



TO: Julia Hewitt, Deputy City Clerk

FROM: Teri Byrnes, Executive Assistant to the City Manager

DATE: October 23, 2025

SUBJECT: City of DeLand Super Star Student of the Month - November

For the November 3, 2025 agenda, the City of DeLand Super Star Student of the Month recognizes:

Blue Lake Elementary: Mila Galarza

Chisholm Community Center After School Program: No submission

Citrus Grove Elementary: Samara Rahman

DeLand High School: Timothy Dobyns

DeLand Middle School: Josephine Williams

DeLand PAL: Jimenga Cajigas

DeLand Police Cadet: No submission

DeLand Preparatory Academy: Mauriah Scheffler

Discovery Academy: No submission

Freedom Elementary: Reagan Carvajal

George Marks Elementary: Chesney Savannah Giroux

Southwestern Middle School: Canyon Rodriguez

St. Barnabas: Jack Levings

St. Peter's Catholic School: Cooper Ott

Starke Elementary: Valentina Gonzalez Velez

Stetson Baptist: Elena Labrada Zapata

TOP Academy: No submission

Woodward Avenue: Elizabeth Riley

CITY OF DELAND
Request for Commission Action
November 3, 2025

SUBJECT: Resolution Authorizing Surplus of Firearm.

DEPARTMENT: Police

PREPARED BY: Rebecca Ackerman, Project Cord.

ATTACHMENTS: Glock Resolution- Roger Spires

APPROVED BY: Michael Pleus, City Manager, October 27, 2025

SUMMARY/HIGHLIGHT:

The DeLand Police Department requests the following firearm be declared as surplus: One Glock Model 17, Gen 5, 9mm. This firearm will be presented to Corporal Roger Spires upon his medical retirement as a token of appreciation in honor of his eight years of service to the City of DeLand.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Maintaining a Safe Neighborhood

SUSTAINABILITY:

Safety and Security

FISCAL IMPACT:

The cost of this item at the time of purchase was \$500.50.

RECOMMENDATION:

It is recommended that the City Commission adopt the Resolution declaring the referenced Glock firearm as surplus and present it to Cpl. Roger Spires for his years of service to the City of DeLand.

BACKGROUND/DISCUSSION:

N/A

RESOLUTION NO. 2025 -

**A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA,
DECLARING ONE GLOCK FIREARM TO BE SURPLUS;
AUTHORIZING RETIREMENT OF THE FIREARM; AND PROVIDING
AN EFFECTIVE DATE.**

WHEREAS, The City of DeLand owns a Glock, Model 17, Gen 5, 9mm gun bearing serial number BTWS826; and

WHEREAS, the City Commission of the City of DeLand wishes to retire this weapon; and

WHEREAS, the City Commission of the City of DeLand wishes to present this weapon as a token of appreciation to Corporal Roger Spires for his years of service to the DeLand Police Department.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF
DELAND, FLORIDA AS FOLLOWS:**

Section 1. The Glock, Model 17, Gen 5, 9mm gun bearing serial number BTWS799, is hereby declared surplus and retired.

Section 2. The Glock, Model 17, Gen 5, 9mm gun bearing serial number BTWS799, is hereby presented to Corporal Roger Spires as a token of appreciation for his years of service to the DeLand Police Department.

Section 3. This Resolution shall take effect immediately upon its adoption.

PASSED AND DULY ADOPTED this 3RD day of November 2025.

Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk – Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

CITY OF DELAND
Request for Commission Action
November 3, 2025

SUBJECT: Resolution Approving the Sole Source Purchase for Selectron Technologies, Inc Managed Services.

DEPARTMENT: Information Technology

PREPARED BY: Leslie Kirkpatrick, IT Admin

ATTACHMENTS: Selectron Sole Source Reso, Sole Source Letter for 2026 Renewal - predated 10.1.2025, Selectron129750.00Renewal

APPROVED BY: Michael Pleus, City Manager, October 28, 2025

SUMMARY/HIGHLIGHT:

Included in the FY25-26 budget are funds for the managed services and annual call fees for the Interactive Voice Recognition (IVR) and the Interactive Web Recognition (IWR), SelecTXT and Atlas systems. Selectron Technologies is the sole source for managed services.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The costs of the annual managed services are as follows:

IVR-IWR	\$92,250.00
SelecTXT	\$ 7,500.00
Atlas	\$30,000.00
Total	\$129,750.00

These costs are included in the FY 25/26 Budget.

RECOMMENDATION:

It is recommended that the City Commission approve the Sole Source expenditure to Selctron Technologies, Inc. for IVR/IWR, SelecTXT, and Atlas Managed Services.

BACKGROUND/DISCUSSION:

N/A

RESOLUTION NO. 2025 –

**A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA,
AUTHORIZING A SOLE SOURCE PURCHASE OF MANAGED
SERVICES, FROM SELECTRON TECHNOLOGIES, INC., FOR FISCAL
YEAR 2025-2026; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the City currently uses products produced by Selectron Technologies, Inc., for Interactive Voice Recognition (IVR) Systems, Interactive Web Recognition (IWR) Systems, SelecTXT and Atlas, all of which supports scheduling and inspection services; and

WHEREAS, the City needs to obtain managed services from Selectron Technologies, Inc. for the maintenance and operation of such of the above-referenced systems, which services are only available from Selectron Technologies, Inc.; and

WHEREAS, the City Commission has determined that there is legitimate need to purchase managed services for the IVR/IWR system, Select TXT, and Atlas for the citizens of the City of DeLand; and

WHEREAS, the IT Director has informed the City Commission that, to the best of his knowledge, there are no other vendors that offer managed services to support the existing Selectron Technologies, Inc. software.

**NOW, THEREFORE, IT IS RESOLVED BY THE COMMISSION OF THE CITY
OF DELAND, FLORIDA, AS FOLLOWS:**

Section 1. The City Commission hereby authorizes the sole source purchase of managed services for Interactive Voice Recognition (IVR), Interactive Web Recognition (IWR) Systems, SelecTXT and Atlas, from Selectron Technologies, Inc., for fiscal year 2025-2026.

Section 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED this 3rd day of November, 2025.

Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

Julie A. Hennessy, City Clerk-Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind, City Attorney

October 1, 2025

Leslie Kirkpatrick
City of DeLand
120 South Florida Avenue
DeLand, FL 32720

To Whom It May Concern:

This letter is to attest that all maintenance services, enhancements, and upgrades for your **Relay Permits IVR™**, **Relay Permits Web™**, **Relay Utility IVR™**, **Relay Utility Web™**, **Relay Outbound™**, **SelecTXT™**, **Atlas Inspections™**, and **Atlas Insight™** systems are only available directly from Selectron Technologies. Selectron Technologies (Selectron) is the sole provider and manufacturer of our products and services.

Your Selectron system is comprised of proprietary software specifically installed for the City of DeLand to support the City's requirements. Anyone providing maintenance services, enhancements, and upgrades must have access to this software code to support your installation. Since this code is part of our proprietary intellectual property, we would not release it to any non-Selectron organization.

Best regards,



Mike Hannegan
Vice President



Service Renewal

13535 SW 72nd Ave, Ste 200
Portland, OR 97223

Date	Renewal #
10/15/2025	5569

Bill To:

City of DeLand
Accounts Payable
120 South Florida Avenue
DeLand, FL 32720

		Renew Before
		12/15/2025
Description	Rate	Amount
Renewal for IVR and Web Systems		
01/01/2026 - 12/31/2026 Annual Service Renewal for VoicePermits	12,250.00	12,250.00
01/01/2026 - 12/31/2026 Annual Service Renewal for WebPermits	12,250.00	12,250.00
01/01/2026 - 12/31/2026 Annual Service Renewal for VoiceUtility	16,000.00	16,000.00
01/01/2026 - 12/31/2026 Annual Service Renewal for WebUtility	8,000.00	8,000.00
01/01/2026 - 12/31/2026 Annual Inbound Calls - Includes 130,000 calls	32,500.00	32,500.00
Renewal for Outbound		
01/01/2026 - 12/31/2026 Annual Delivered Messages - Includes 75,000 outbound messages (Voice, E-mail, and SMS)	11,250.00	11,250.00
Renewal for SelecTXT		
01/01/2026 - 12/31/2026 Annual Recurring Bundle for SelecTXT	5,000.00	5,000.00
01/01/2026 - 12/31/2026 Annual Message Bundle for SelecTXT, Includes 50,000 messages	2,500.00	2,500.00
Renewal for Atlas		
01/01/2026 - 12/31/2026 Atlas Inspections Annual Service Fee - Includes 10 User Licenses	20,000.00	20,000.00
01/01/2026 - 12/31/2026 Atlas Insight Annual Service Fee - Includes 10 User Licenses	12,500.00	12,500.00
01/01/2026 - 12/31/2026 Hosting Fee for Atlas Inspections and Atlas Insight	2,500.00	2,500.00
Discount	-5,000.00	-5,000.00
A/R Contact - Sara Engel (503) 597-3304 sengel@Selectron.com	Subtotal	\$129,750.00
	Sales Tax (0.0%)	\$0.00
Remit Payment To: Selectron Technologies, Inc. 13535 SW 72nd Ave., Ste 200 Portland, OR 97223	Total	\$129,750.00

CITY OF DELAND
Request for Commission Action
November 3, 2025

SUBJECT: Consideration re Award of Contract to Southern Cleaning Service, Inc. for Janitorial Services.

DEPARTMENT: Admin Services

PREPARED BY: Michael Grebosz, Asst. City Manager

ATTACHMENTS: Initial RFP, Completed RFP, Final Ranking

APPROVED BY: Michael Pleus, City Manager, October 29, 2025

SUMMARY/HIGHLIGHT:

The City bid janitorial services last in 2020 and awarded the contract to High Sources Inc. to service various municipal facilities.

With the existing agreement out of extensions at the end of this calendar year, staff sought out proposals to ensure pricing was still competitive and service was on par with expectations. The Request for Proposal (RFP) was advertised locally and on the internet. The RFP focuses on separating basic janitorial services from the specialized optional services, which include hard floor care, carpet care and upholstery care. These specialized services are priced separately as an option to be performed on an as-needed basis rather than a scheduled basis.

A total of 19 proposals were received. The proposals were ranked by a Janitorial Review Committee that compared the proposals by price, experience/qualifications, and project approach. Then, the top four ranked proposals provided a follow-up presentation to the Committee for a final decision. After careful consideration, the Janitorial Review Committee ranked Southern Cleaning Services, Inc. as the top vendor.

Included with this RCA is the initial RFP, final ranking sheet and the completed RFP by Southern Cleaning Services, Inc.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

N/A

FISCAL IMPACT:

This contract has a fiscal impact of \$138,514.52 in year 1. The FY 2025/2026 budget includes the following:

	FY 2025-2026 Budget	Proposal	Over (Under) Budget
General Fund:			
City Hall Complex	\$37,800.00	\$42,336.00	(\$4,836.00)
Fire Department (FS 81)	\$6,000.00	\$6,063.32	(\$63.32)
Police Station	\$38,100.00	\$41,328.00	(\$3,228.00)
Public Works	\$19,200.00	\$21,504.00	(\$2,304.00)

Intermodal Transportation Facility	\$4,000.00	\$3,360.00	\$640.00
Total General Fund	\$105,100.00	\$114,591.32	(\$9,491.32)
Spring Hill CRA Fund	\$4,200.00	\$4,704.00	(\$504.00)
Downtown CRA Fund	\$3,000.00	\$3,360.00	(\$360.00)
Airport Fund	\$5,760.00	\$6,451.20	(\$691.20)
City Health Clinic	\$8,400.00	\$9,408.00	(\$1,008.00)
Total	\$126,460.00	\$138,514.52	(\$12,054.52)

The overages will be included in a future budget amendment to be presented to the City Commission for approval, to be paid for out of contingency funds or reserves.

RECOMMENDATION:

Staff recommends that the City Commission award the Janitorial Services Contract to Southern Cleaning Services Inc. and further authorize the City Manager or the Assistant City Manager to execute the contract when finalized.

BACKGROUND/DISCUSSION:

The City of DeLand has outsourced janitorial services for over two decades and every so often proposals are required to ensure competitive pricing and ensure satisfactory service. Most recently, the 2020 contract with renewal periods is set to expire on December 31st and this RFP will provide a contract for a three-year period with two, one-year renewal options. The new vendor will start service on February 1st 2026, allowing time for transition after the holiday season.

Exhibit A



CITY OF DELAND
NOTICE TO BIDDERS
RFP-25-06

NOTICE IS HEREBY GIVEN that the City of DeLand will receive sealed proposals at the City Hall 2nd floor receptionist, 120 South Florida Avenue, DeLand, Florida, until 2:00 p.m. on April 17, 2025 and will open the submitted bids in the Commission Chambers, first floor, immediately following the submittal closing time for the following:

"Janitorial Services (Citywide)"

Proposals must comply and be submitted in accordance with the project technical specifications which may be obtained at the office of the City Hall, 120 S. Florida Avenue, DeLand, Florida, any time prior to the bid opening. Questions shall be directed to the office of the Purchasing Manager, Corey McMillen at 386-626-7078 or by email at mcmillenc@deland.org or Purchasing@deland.org.

Michael Grebosz
Assistant City Manager

SUBMIT TO: CITY OF DELAND FINANCE DEPT., 2 ND FLOOR PURCHASING COORDINATOR 120 SOUTH FLORIDA AVENUE DELAND, FLORIDA 32720		REQUEST FOR PROPOSAL
CONTACT: Corey McMillen mcmillenc@deland.org purchasing@deland.org		
PHONE: 386-626-7078	RFP-25-06	<i>SUBMITTALS RECEIVED AFTER SPECIFIED DATE AND TIME WILL NOT BE CONSIDERED</i>
RFP TITLE: Janitorial Services (Citywide)		SUBMITTAL DEADLINE: April 17, 2025 @ 2:00 P.M.
PRE-PROPOSAL CONFERENCE DATE, TIME AND LOCATION: N/A		PROPOSAL BOND REQUIRED: \$5,000
RESPONDENT NAME:		FEDERAL ID # OR SOCIAL SECURITY #:
MAILING ADDRESS:		TELEPHONE #:
CITY – STATE – ZIP:		FAX #:
X		EMAIL:
<i>AUTHORIZED SIGNATURE</i>		Title
Printed Name		Date
By my signature I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, business entity, or person submitting an offer for the same materials, supplies, equipment, or service(s), and is in all respects fair and without collusion or fraud. I further agree that if the offer is accepted, the offeror will convey, sell, assign, or transfer to the City of DeLand all right, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodity(s) or services(s) purchased or acquired by the City of DeLand. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the vendor.		
THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE		
GENERAL CONDITIONS AND INSTRUCTIONS ****PLEASE READ CAREFULLY****		

1. **SUBMISSION OF OFFERS:** All offers shall be submitted in a sealed envelope or package. The invitation numbers, title, and opening date shall be clearly displayed on the outside of the sealed envelope or package. The delivery of responses to the receptionist located on the 2nd floor of City Hall prior to the specified date and time is solely and strictly the responsibility of the offeror. Any submittal received after the specified date and time will not be considered.

Responses shall be submitted on forms provided by the City. Additional information may be attached to the submittal. Facsimile submissions are NOT acceptable. No offer may be modified after acceptance. No offer may

be withdrawn after opening for a period of sixty (60) days unless otherwise specified.

2. **EXECUTION OF OFFER:** Offer shall contain a manual signature in the space(s) provided of a representative authorized to legally bind the offeror to the provisions therein. All spaces requesting information from the offeror shall be completed. Responses shall be typed or printed in ink. Use of erasable ink or pencil is not permitted. Any correction made by the offeror to any entry must be initialed.

3. **OPENING:** Pursuant to Section 119.071(1)(b) Florida Statutes no further information regarding proposals submitted will be made public until such time of intended award or thirty (30) days, whichever is earlier.
4. **PUBLIC RECORD:** The City of DeLand, Florida, is governed by the Public Record Law, Chapter 119, Florida Statutes.
5. **TABULATION:** This section intentionally left blank but the paragraph and heading has been preserved to maintain numbering.
6. **CLARIFICATION/CORRECTION OF ENTRY:** The City of DeLand reserves the right to allow for the clarification of questionable entries and the correction of OBVIOUS MISTAKES.
7. **INTERPRETATION/ADDENDA:** Any questions concerning conditions and specifications shall be directed to the designated contact person. Those interpretations which may affect the eventual outcome of the invitation/offer shall be furnished in writing to prospective offerors.

No interpretation shall be considered binding unless provided in writing by the City of DeLand in the form of an addendum. Any addenda issued shall be acknowledged by signature and returned with offeror's response. Failure to acknowledge addenda may result in the offer not being considered.
8. **INCURRED EXPENSES:** This invitation does not commit the City to make an award nor shall the City be responsible for any cost or expense which may be incurred by any respondent in preparing and submitting a reply, or any cost or expense incurred by any respondent prior to the execution of a purchase order or contract agreement.
9. **PRICING:** This section intentionally left blank but the paragraph and heading has been preserved to maintain numbering.
10. **ADDITIONAL TERMS & CONDITIONS:** The City of DeLand reserves the right to reject offers containing terms or conditions contradictory to those requested in the invitation specifications.
11. **TAXES:** The City of DeLand is exempt from Federal Excise Taxes and all sales taxes. Florida State Exemption Certificate No. 85-8013842706C-2.
12. **DISCOUNTS:** All discounts, except those for prompt payment, shall be considered in determining the lowest net cost for evaluation purposes.
13. **MEETS SPECIFICATIONS:** The offeror represents that all offers to this invitation shall meet or exceed the minimum requirements specified.
14. **SAMPLES:** When required, samples of products shall be furnished with response to the City at no charge. Samples may be tested and will not be returned to the offeror. The result of any and all testing shall be made available upon written request.
15. **SILENCE OF SPECIFICATIONS:** The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.
16. **GOVERNING LAWS:** Any agreement to purchase resulting from this invitation shall be governed by the laws, regulations, and ordinances of the State of Florida and the City of DeLand, Florida. Venue shall be non-jury in the Circuit Court of Volusia County, Florida.
17. **ASSIGNMENT:** Any agreement to purchase issued pursuant to this invitation and award thereof and the monies which may become due hereunder are not assignable except with the prior written approval of the City.
18. **CONTENT OF INVITATION/RESPONSE:** The contents of this invitation, all terms, conditions, specifications, and requirements included herein and the accepted and awarded response thereto may be incorporated into an agreement to purchase and become legally binding. Any terms, conditions, specifications, and/or requirements specific to the item or service requested herein shall supersede the requirements of the 'GENERAL CONDITIONS AND INSTRUCTIONS'.
19. **LIABILITY:** The supplier/provider shall hold and save the City of DeLand, its officers, agents, and employees harmless against claims by third parties resulting from breach of contract or negligence by the supplier/provider.
20. **PATENTS, COPYRIGHT, AND ROYALTIES:** The supplier/provider, without exception, shall indemnify and save harmless the City of DeLand, its officers, agents and employees, from liability of any nature or kind, including

cost and expenses for or on account of any copyrighted, registered, patented, or unpatented invention, process, or article manufactured or used in the provision of goods and/or services, including use by the City of DeLand. If the supplier/provider uses any design, device, or materials covered by letters, patent, copyright, or registration, it is mutually agreed and understood without exception that the quoted price shall include all royalties or costs arising from the use of such design, device, or materials in any way involved.

21. **TRAINING:** Unless otherwise specified, suppliers/providers may be required at the convenience of and at no expense to the City to provide training to City personnel in the operation and maintenance of any item purchased as a result of this invitation.
22. **ACCEPTANCE:** Products purchased as a result of this invitation may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at bidder's expense. Those items and items not delivered by the delivery date specified in accepted offer and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the bidder.
23. **SAFETY WARRANTY:** Any awarded supplier/provider including dealers, distributors, and/or manufacturers shall be responsible for having complied with all Federal, State, and local standards, regulations, and laws concerning the product or service specified, and the use hereof, applicable and effective on the date of manufacture or use or date in service including safety and environmental standards as apply to both private industry and governmental agencies.
24. **WARRANTY:** The offeror agrees that, unless otherwise specified, the product and/or service furnished as a result of this invitation and award thereto shall be covered by the most favorable commercial warranty the offeror gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the City of DeLand by any other provision of the invitation/offer.
25. **AWARD:** As the best interest of the City may require, the City reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof, on a geographical basis and/or on a Citywide basis with one or more supplier(s) or provider(s); to reject any and all offers or waive any irregularity or technicality in offers received. Offerors are cautioned to make no assumptions unless their offer has been evaluated as being responsive. Any or all award(s), made as a result of this invitation, shall conform to applicable ordinances of the City of DeLand, Florida.
26. **VIOLATIONS:** Any violation of any of the stipulations, terms, and/or conditions listed and/or included herein may result in the offeror/bidder being disqualified from doing business with the City for a period of time to be determined on a case-by-case basis.
27. **UNIT PRICING:** For purposes of this Invitation and evaluation of responses hereto the following shall apply: unit prices shall prevail over extended prices; written matter shall prevail over typed matters; numbers spelled in word form shall prevail over Arabic numerals ("one" over "1"). When not inconsistent with context words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.
28. **INSURANCE:** Vendor/Contractor shall defend, indemnify and hold harmless the City of DeLand from and against any and all liability, losses, damages, claims, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and costs of actions (including attorneys' fees), of whatsoever kind or nature arising out of or in any way arising out of the agreement or any act or omission of Vendor/Contractor or its agents, servants, employees, independent contractors, customers, patrons or invitees, unless such claims are as a result of the City's sole negligence.

The Vendor/Contractor shall secure and maintain, at its own expense at all times during the term of this contract, a comprehensive public liability insurance policy issued by a responsible insurance company, and in a form acceptable to the City, protecting and insuring against all of the following: claims, demands, damages, fees, fines, penalties, suits, proceedings, actions, and costs of actions, etc. coverage limits of not less than \$1,000,000 for bodily injury to or death to one or more person(s), and \$1,000,000 for damage to any property, or a combined single limit of \$2,000,000 for any occurrence of bodily injury to persons or damage to property, which insurance shall be issued on the occurrence basis. This policy shall name the City of DeLand as additionally insured.

The Vendor/Contractor shall secure and maintain, at its own expense at all times during the term of this contract an automobile liability coverage policy with a minimum of a \$1,000,000 combined single limit per occurrence.

The Vendor/Contractor shall secure and maintain, at its own expense at all times during the term of this contract, Worker's Compensation and Employer's Liability Insurance covering all the persons employed by the Vendor/Contractor in connection with this contract. Worker's Compensation shall be the Statutory Limits.

The Vendor/Contractor shall not commence work under this contract until he has obtained all insurance required and submitted proof thereof to the City's Risk Manager for approval. Certificates shall provide for thirty (30) day cancellation notice to the City. Referenced Certificate to be mailed to Risk Manager, City of DeLand, 120 South Florida Avenue, DeLand, Florida, 32720-5481.

The Vendor/Contractor shall either cover any sub-contractors on its policy or require the sub-contractors to conform to all requirement for insurance contained herein.

Vendor/Contractor agrees that the City of DeLand will make no payments pursuant to the terms of the contract until all required proof or evidence of insurance has been provided to the City's Risk Manager.

If the contract negotiated as a result of this RFP has different insurance requirements, the insurance requirements in such contract shall control.

29. **DEFINITIONS:**

CITY – The term "City" herein refers to the City of DeLand, Florida, and its duly authorized representatives.

OFFEROR - The term "offeror" used herein refers to any dealer, manufacturer, representative, distributor, or business organization submitting an offer to the City in response to this invitation.

BIDDER – The term "bidder" used herein refers to any dealer, manufacturer, representative, distributor, or business organization that will be or has been awarded a contract and/or purchase order pursuant to the terms and conditions of the invitation and accepted offer.

30. **PUBLIC ENTITY CRIMES INFORMATION STATEMENT:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
31. **PERMITS:** Contractor shall be responsible for payment of all applicable permit fees.
32. **PAYMENT:** Payment will be made in accordance with the Local Government Prompt Payment Act (Chapter 218, Part VII, Florida Statutes).
33. **BONDING:** See Section 13 of Draft Contract (Exhibit A)
34. **AVAILABILITY OF FUNDS:** A contract shall be deemed executory only to the extent of appropriations available to each department for the purchase of such articles. The City's extended obligation on these contracts, which envision extended funding through successive fiscal periods, shall be contingent upon actual appropriations for the following fiscal year.
35. **OTHER AGENCIES:** All Respondents awarded Contracts from this solicitation may, upon mutual agreement, permit any municipality or other governmental agency to participate in the Contract under the same prices, terms, and conditions. It is understood that at no time will any city or municipality or other agency be obligated for placing an order for any other city, municipality, or agency, nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further it is understood that each agency will issue its own purchase order to the awarded Respondent(s).
36. **E-VERIFY:** In accordance with Florida State Law, Executive Order 11-116, any vendor or company that the City enters into contract with, or issues a purchase order, must utilize the E-Verify system.

37. **INCONSISTENT TERMS IN RESULTING CONTRACT:** In the event that the terms of any contract ultimately negotiated as a result of this RFP vary from any provision of this RFP, the terms of such contract shall control over the terms set forth in this RFP.

38. **CONE OF SILENCE:** All proposers/firms and their agents are hereby placed on notice that they are not to contact members of the Deland City Commissions or staff regarding this RFP, with the exception of the designated liaison. Public meetings of the Selection Committee are the only acceptable forum for the discussion of merits of products/services requested by this Request for Proposals and written correspondence in regards to this Request for Proposals is to be submitted to the designated liaison.

THE CITY OF DELAND RESERVES THE RIGHT TO REJECT ANY OR ALL OFFERS, TO WAIVE INFORMALITIES, AND TO ACCEPT ALL OR ANY PART OF ANY OFFER AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

JANITORIAL SERVICES (CITYWIDE)
RFP-25-06
SPECIAL CONDITIONS

1. **INTRODUCTION/PURPOSE:**

The City of DeLand ("City") is issuing this Request for Proposals (RFP) is to select a qualified Contractor to provide Janitorial Services at various City facilities.

2. **CONTRACT PERIOD:**

The Contract will be for a period of three (3) years commencing on October 1, 2025 and ending on September 30, 2028 (or three years from award of contract), with the option to extend two (2) additional one-year terms upon mutual agreement of both parties.

3. **CURRENT SERVICES:**

The current Contractor is High Sources, Inc.

4. **PROPOSAL SUBMITTAL:**

Proposals must be submitted no later than **2:00 P.M.** local time on **April 17, 2025**. If submitting paper proposals, four (4) copies, with the original marked "Original" must be provided, and must be accompanied by an equivalent electronic PDF file on a universal serial bus drive (USB). Sealed proposals must be clearly marked as follows:

"RFP-25-06, Janitorial Services (Citywide)" and returned to:

Purchasing Manager
DeLand City Hall, 2nd Floor
120 S. Florida Ave.
DeLand, FL 32720

All proposals received on or before the due date and time will be opened after **2:00 P.M.** local time on **April 17, 2025**, at which time, the names of the firms submitting proposals will be read. No details of the proposals or the contents shall be disclosed until notice of intent to award or thirty (30) days after opening of the proposals, whichever occurs first, in accordance with Chapter 119.071 (1)(b)2, Florida Statutes.

***Note:** Please ensure that if you use a third-party carrier (DHL Express, FedEx, UPS, USPS, etc.) that they are properly instructed to deliver your proposal only to the Purchasing Coordinator on the second (2nd) floor at the above address. **Firms submitting proposals are advised that U.S. Postal Service 1st Class and Express mail is delivered to a P.O. Box and is not delivered to the Purchasing Coordinator. Delivery via the USPS is at the Contractor's risk. To be considered, a proposal must be accepted by the Purchasing Coordinator no later than the RFP closing date and time.** If the proposal is delivered anywhere else, it may not reach the Purchasing Manager in time.

Electronic submission is now available on VendorLink at www.myvendorlink.com.

5. **INFORMATION OR CLARIFICATION:**

For information concerning procedures for responding to this proposal, contact Corey

McMillen, Purchasing Manager at (386)-626-7078, or by email at mcmillenc@deland.org or purchasing@deland.org. Such contact shall be for clarification purposes only. Material changes, if any, to the specifications will be transmitted by written addendum through the Purchasing Coordinator. No interpretation of the meaning of a proposal, any correction of any apparent ambiguity, inconsistency or error therein, will be made by any firm submitting a proposal orally. Every request for an interpretation of this RFP must be in writing addressed to the Purchasing Manager at 120 S. Florida Ave., 2nd Floor, DeLand, FL 32720, or emailed to the attention of Corey McMillen at mcmillenc@deland.org or purchasing@deland.org. To be given consideration, such requests must be received in writing no later than five (5) business days prior to the date for opening of the proposals. All such interpretations and supplemental instructions will be in the form of written Addenda to the Proposal. Only the interpretation or correction so given by the Purchasing Manager in writing shall be binding.

Any addenda will be transmitted by written addendum through the Purchasing Manager and posted to the DemandStar website <http://www.demandstar.com> and on VendorLink at www.myvendorlink.com. The City will not notify Contractors of addenda. It is the sole responsibility of the Contractor to check the website prior to submitting a proposal to verify receipt of all documents to include written addenda.

Proposals will be reviewed, scored and ranked by a Selection Committee using the evaluation criteria as outlined herein, and the committee may conduct interviews from short-listed firms. The Selection Committee will make recommendations to the DeLand City Commission, which has the sole authority to rank the firms and ultimately to make the final determination to award, revise, or reject a contract with the selected firm.

The City will not be bound by oral explanations or instructions given at any time during the competitive process or afterward.

Rights to Submitting Material: All responses, inquiries or correspondence relating to or in reference to this RFP, and all other reports, charts, displays, schedules, exhibits and other documentation submitted by the Contractors will become the property of the City of Deland.

Contract Negotiation: The City at its sole discretion, reserves the right to enter into contract negotiations with the highest ranked, responsive, responsible firm. If the City and said firm cannot negotiate a contract, the City may terminate said negotiations and begin negotiations with the next highest ranked, responsive, responsible firm. This process will continue until a Contract acceptable to the City has been executed or all Proposals are rejected. No firm submitting a proposal shall have any rights against the City arising from such negotiations or termination thereof.

Attachments

Attachment A – Price Sheet
Attachment B – Floor Plans

Attachment C – Draft Contract

JANITORIAL SERVICES (CITYWIDE)
RFP-25-06
SCOPE OF SERVICES AND SPECIFICATIONS

General Specifications & Requirements

1. All square footage in the Scope of Work is an approximate figure.
2. Office furniture and/or equipment in any given location may be added to, deleted from or rearranged without notice.
3. All thermostats are pre-set and are not to be adjusted.
4. Cleaning areas with Data Processing machines, word processors and other electronic devices shall not be move or disturbed. This type of equipment is very sensitive and must not be moved, jarred, bumped or tampered with.
While cleaning in these areas, the Contractor must not use steel wool, powdered cleaners, brushes, dusters, rags or waste material which leaves dust or any material containing silicone on or around this equipment.
5. Contractor shall have its personnel wear clean clothes which have not been contaminated by other cleaning duties.
6. Contractor shall not allow its employees to smoke on City premises. Company employees are forbidden to bring minors on City property during the commission of their work.
7. The Contractor must have a current and valid Occupational License/Business Tax Receipt. This information must be supplied.
9. Contractors must have adequate organization, facilities, equipment and personnel to insure prompt and efficient service to the City.
10. The City also reserves the right to eliminate or add custodial services at any location and adjust the monthly charge accordingly. The City will give the Contractor seven (7) days advance notice of any schedule change.
11. Contractor is to furnish all materials, supplies, equipment, labor, and supervision to perform the specified work. This includes all paper products, hand soap, urinal blocks, toilet seat covers, etc., that is required for use during business hours. Contractor will be required to maintain adequate back-up supplies in each location in a secure area set aside by the City. Contractor shall supply paper goods and soaps which fit existing dispensers or shall provide replacement dispensers acceptable to the City at no additional cost. "Green/eco-friendly" cleaning products are preferred but not required.
Example of supplies used: bag hand soap, multi fold paper towels, toilet paper, seat covers, trash bags (small office ones) and larger ones for twelve or so gallon containers in break rooms
12. The Contractor shall submit a list of all supplies, materials, and equipment including chemical makeup and use descriptions. The City reserves the right of final approval of any supplies to be used on City premises.
13. The Contractor shall furnish and maintain all the necessary equipment and should submit as part of this RFP, a complete list of the equipment to be used including model and age of each mechanical or electrically operated item. Storage area will be provided in City Hall.
14. The Contractor shall be responsible for supervision and direction of the work performed by

his employees and shall at all times provide a full-time supervisor on the premises to carry out this responsibility. The supervisor shall have the authority to act as agent for the Contractor in his absence. They shall be fully qualified to implement the Contract specifications.

15. A thorough inspection will be conducted by the supervisor periodically (at a minimum on a quarterly basis). A complete check list shall indicate that all required services have been provided and quality standards met. Contractor shall submit a signed check list verifying completion of work with each corresponding invoice. Contractor to furnish sample check list.
16. The Contractor will be responsible for locking, securing, and arming the security system after completion of duties if required. The contractor shall immediately notify the City when an employee has left the company to allow the City time to delete security code from the system. The Contractor will be responsible for the locking and securing of all areas after completion of duties.
Staff will be given building access codes. If there is a change of personnel, advance notice must be given to facilitate the change.
17. Contractor shall submit a time schedule to the City after Notice of Award for its approval, stating what hours the Contractor will be working in each area. No work shall be performed during business hours, 8:00 A.M. through 4:30 P.M. unless specifically authorized by the City (day porter is an example).
18. The Contractor shall notify the Assistant City Manager or designee in writing of the location of burned-out light bulbs or hazardous conditions.
19. For all operations where furniture and equipment must be moved, no chairs, wastepaper baskets or similar items shall be stacked on a desk, table or window sill.
Upon completion of work, all furniture and equipment must be returned to its original positions. Baseboards, walls, stair risers, furniture and equipment shall in no way be splashed, disfigured or damaged during these operations.
20. Proper precautions shall be taken to advise building occupants of wet and/or slippery floor conditions. All waxed surfaces must be maintained so as to provide safe anti-slip walking conditions.
21. The Contractor shall supply only qualified personnel who are skilled in the performance of custodial/janitorial work. All employees must be covered under a Fidelity Bond held by the Contractor. A copy of this bond must be provided.
22. The Contractor will furnish proper identification tags for each person assigned to work on City property. The identification tag shall be a photo identification stating employee's name and name of Contractor.
23. The Contractor's employees who perform services for the City must be lawfully authorized to work in the United States.
24. The Contractor shall prohibit his employees from distributing papers on desks, opening drawers or cabinets, using telephones or other office equipment.
25. The City shall prepare and distribute customer satisfaction survey at to assess customer priorities to measure their satisfaction rate. The Contractor and City shall prepare an action plan to address areas of customer concern.
26. The Contractor shall address all customer complaints within the timeframe mentioned in

the Performance Standards & Financial Penalties section. This shall consist of attempting to make-contact-with affected party before and/or after complaint to ensure customer satisfaction has been achieved.

27. The Contractor should anticipate cleaning conflicts in various conference rooms, particularly the Commission Chambers. At no time should service be omitted.
28. **Day Porter** – 4 hours minimum at City Hall and Police Department Building (currently day porter works mornings at PD and afternoons at City Hall). Day porter price needs to be included in the total price for the building, day porter is required not optional for the two locations, separating the cost is not required.

Description of Daily Services

A. Restrooms

1. Sweep and/or dust mop all floors.
2. Empty, clean, and remove trash from waste containers, inserting liners as required.
3. Thoroughly clean all urinals, toilets, countertops and sinks and damp mop all floor areas. Clean mirrors, bright metal and all dispensers.
4. Wash and disinfect partitions, wall and ceiling areas, as necessary.
5. Fill all disposable paper towel dispensers, toilet tissue holders and soap dispensers.
6. Report any irregularities noted during servicing, i.e., defective plumbing fixtures, etc. to the designated City official.

B. Room Cleaning (Includes offices, conference rooms, kitchens, multipurpose rooms, control rooms, libraries and all corridor spaces adjacent to these areas)

1. Empty waste receptacles and recycling containers, inserting liners as required. Remove trash and recycled materials to designated areas and return wastebaskets and recycling containers to original location.
2. In executive office spaces (including hallways/corridors), vacuum and/or sweep all floor/traffic areas and dust all horizontal surfaces of furniture daily.
3. Clean plate glass entrance doors/kick plates to within buildings.
4. Spot clean any spills or stains in carpet.
5. All cardboard cartons marked with the word trash should be broken down and removed to designated recycling area.

C. Entrances, Lobbies, Main Corridors & Balcony

1. Sweep and/or vacuum floors, polish metal and wood surfaces, clean all spots and marks off walls, dust all surfaces within approximately 70" of floor.
2. Damp mop and/or dust mop resilient floors.
3. Clean interior and exterior entrances of building including door surfaces, kick plates, glass, and ash receptacles.
4. Dust general area as needed.

D. Ash Receptacles

Empty and damp wipe all ash receptacles in break areas and entrance ways.

E. Waste Collection & Removal

All garbage shall be collected and removed from buildings and placed in refuse containers that are provided by the City.

1. Garbage Cans - Those cans used for collection of food remnants shall be washed daily.
2. Concession and Vending Machine Waste - The Contractor shall collect and dispose of all debris generated by concessions or vending machines.
3. Carts and Containers - The carts and containers used for the collection and/or storage of waste material shall be of non-combustible or flame-resistant construction.

F. Drinking Fountains

Clean and polish drinking fountains.

G. Stairways

Sweep and/or vacuum stair landings and steps, dust railings, ledges, grills, fire extinguisher, doors, etc.

H. Elevators

1. Clean door tracks on each floor.
2. Clean all surfaces in the interior and polish any bright metal.
3. Vacuum carpet or damp/dust mop resilient floors.

I. Break/Concession/Vending Rooms

1. Sweep and/or vacuum floors and damp wipe counter spaces. Damp, mop any tile floor space.
2. Thoroughly clean all countertops and sinks and damp mop all floor areas. Clean, bright metal and all dispensers.
3. Fill all disposable paper towel dispensers, and soap dispensers.
4. Empty waste/garbage receptacles and recycling containers, inserting liners as required.

Quarterly (Every Three (3) Months) Services

Acid wash (using a mild acid solution or an equivalent solution) bathrooms in all facilities, lobby areas in City Hall, and all tile floors.

As-Needed Services Provided at Additional Cost

Contractor to provide itemized cost per square foot to shampoo carpets and clean/wax floors above and beyond basic service. Contractor to provide itemized cost to clean fabric chairs (please see the Price Sheet).

Performance Standards & Financial Penalties

It is the objective of the city to obtain full cleaning performance in accordance with the terms of the specifications and at the quality standards of work set forth in this RFP. To this end, the city is contracting for the complete performance of each cleaning job as specified in this RFP. Therefore, deductions for tasks not completed or not satisfactorily completed shall be made in accordance with the schedule detailed herein.

The Assistant City Manager or designee shall contact the Contractor by telephone, fax, or e-mail to notify them of performance issues. The city's Assistant City Manager shall also notify the Contractor of written complaint(s) received from building occupants. The Contractor shall be required to respond to any major problem(s) within two (2) hours, once notified by the city's Assistant City Manager or designee, or be penalized.

The Assistant City Manager shall maintain a file of incoming complaints whether they be written, oral, or by telephone. This file shall contain the date, time, building, name of the person making the complaint, phone number and time the Contractor was notified (if available), or a copy of the notification letter and faxed record.

Types of Deductions

1. Major problems require immediate attention, and shall be responded to and corrected within two (2) hours. Examples of major problems are toilets not cleaned, not stocking sufficient paper products in large areas, offices not cleaned, or trash removal, etc. The Assistant City Manager shall have authority to classify a complaint as major or minor.
2. Minor problems require correction during the next day's normal clean up, however a continuing record of minor complaints shall result in a deduction. Examples of minor complaints are a trash can not emptied, a small area not vacuumed, toilet paper in one stall out, etc. Failure by the Contractor to respond to specific complaints as stated above, as well as preventing continuing occurrences of such complaints, may result in deductions of invoiced payments or termination of this contract agreement.
3. Failure to clean an entire building or site shall result in a separate deduction for non-performance. Within one-hour of notification of an event of non-performance, the Contractor shall send personnel to the missed site for immediate service. However, this shall not relieve the Contractor of being charged the deductions or this counting towards the three occurrences. If the Contractor does not respond in one-hour, the City may exercise the city's right to terminate for default.
4. Day porter absence or tardiness shall result in a deduction, if a substitute is not provided.
5. Major problems not responded to within the established time limits will result in a deduction of 5% of the monthly cost of cleaning the entire building.
6. Minor problems not responded to within the established time limits will be one (1) day's cost of cleaning for the entire building experiencing the problem. The Formula

to arrive at the deduction is: facility monthly cost divided by workdays in a month will equal the deduction.

7. Non-performance deductions shall be equal to 100% of the monthly charge for the missed facility.
8. Continued reporting of major and minor compliance failures of 5 or more for any month will result in a 10% deduction of the total monthly contract cost.
9. An overall unsatisfactory rating on a random compliance inspection by the Assistant City Manager or designee shall result in a 10% deduction of the total monthly contract cost.
10. Three occurrences of non-performance in a twelve-month period may result in the termination this contact for default.
11. The Contractor shall provide a substitute day porter or deduct two (2) times the contracted hourly rate from the monthly billing for the duration of the absence; this shall appear as a detailed credit on the invoice. All substitute day porters shall be required to have a completed background check and city approval prior to coming to work at a city facility.

Service Locations

1. **Police Station** (Approximately 43,000 S.F. of which approximately 33,000 S.F. is regularly occupied) with regular service to frequently occupied areas 5 days per week and service to little used areas one day per week.
Details: Sinks 27 (includes all toilet/shower areas and break rooms), Urinals 6, Showers 9, Toilet Stalls 26. Day Porter required four hours a day/five days a week.
Address: 219 West Howry Avenue, DeLand, FL 32720
2. **City Hall Complex** (Approximately 46,000 S.F.) with regular service 5 days per week.
Details: 28 sinks, 14 toilets, 6 urinals, 2 showers. Day Porter required four hours a day/five days a week.
Address: 120 S Florida Ave., DeLand, FL 32720
3. **Public Works Building**
Details: 3 toilets, 3 sinks, and 2 showers in the women's room. 3 toilets, 3 urinals, 3 sinks, and 2 showers in the men's room. 1 toilet and 1 sink in the unisex bathroom. 1 sink in the lounge and 1 sink in the kitchenette. 9,000 S.F.
Address: 1102 S Garfield Ave., DeLand, FL 32724
4. **DeLand Airport**
Details: 6,000 S.F.
Address: 1000 Flightline Boulevard, DeLand, FL 32724
5. **Fire Department (Station 81)**
Details: 11,000 S.F.
Address: 343 W Howry Avenue, DeLand, FL 32720

6. **The Cusack Resource Center** – The building is 3,250 sq. ft. Service is 5 days per week (M-F) and can occur any time between 9 AM – 5 PM.
Details: No showers. 2 toilets and 2 sinks in the women's bathroom. 1 toilet, 1 urinal, and 1 sink in the men's bathroom. 1 toilet and 1 sink in the unisex bathroom. 1 sink in the kitchen and 1 sink in the exam room.
Address: 489 W Mathis Street, DeLand, FL 32720
7. **Intermodal Transportation Facility (ITF)** (Approximately 700 S.F.) with regular service 65 days per week.
Details: No showers, 2 toilets and 2 sinks in women's restroom and 1 urinal, 1 toilet, and 2 sinks in men's restroom.
Address: 119 E Euclid Ave, DeLand, FL 32724
8. **Chess Park** (Approximately 300 S.F) with regular service 5-7 days per week.
Details: No showers, 4 toilets and 3 sinks in women's restroom and 2 urinals, 2 toilets, and 3 sinks in men's restroom.
Address: 116 W. Indiana Ave. DeLand, FL 32720
9. **City Health Clinic**
Details: No Showers. 1 toilet and 1 sink in the bathroom. 1 toilet in the lab room and 1 sink in the lab. 1 sink on the counter in back room. 4 exam rooms with 1 sink in each. 1,300 S.F.
Address: 750 W Plymouth Ave., DeLand, FL 32720
10. Other City facilities may be added if deemed necessary by the City.

PROPOSAL FORMAT

Interested Contractors who would like to be considered for this project should submit a Proposal accompanied by pertinent information relating to the company's experience, qualifications, personnel, availability, and capability to provide and perform all of the professional services necessary to complete this project in an effective and timely manner. The Contractor's Proposal shall include:

Tab 1. Letter of Introduction and Executive Summary

The letter shall contain a summary of Contractor's ability to perform the services described in the RFP, and confirm that the Proposer is willing to perform these services and enter into a Contract with the City. This letter must provide the names, title, phone, fax and email address for the person authorized to provide technical clarification regarding the proposal. This letter must be signed by an officer authorized to contractually obligate the submitting Contractor.

Tab 2. Table of Contents

The table of contents should outline in sequential order the major areas of the proposal.

Tab 3:Qualifications and Experience

Contractor should clearly and succinctly demonstrate its qualifications and experience to provide the services requested in this RFP. This section of the proposal should be no more than twenty (20) numbered pages and, at a minimum, should include the following information.

- Firm background and experience: Contractor should provide a brief description of the firm's background and history, including the number of years in business, size, range of activities, strength, stability, awards, and other recognition. Contractor should describe its past and ongoing experience providing services of a similar nature to those requested herein. The service descriptions should include the dates such services were provided, the number and types of customers, and the type of service. The contact person listed for each reference shall be someone who has a personal knowledge of the Contractor's performance for the types of services required in this RFP. Current e-mail address/contact information must be provided.
- Organizational Chart
- Supply, Materials, & Equipment Lists
- Sample Checklist

Tab 4:Project Approach

Contractor should clearly and succinctly describe how it will perform the services requested in this RFP. The City is looking for proposals that maintain a high level of customer service. This section of the proposal should be no more than ten (10) numbered pages, excluding any financial statements, and, at a minimum, should include the following information.

Tab 5:Price Form

Proposer must complete the Price Form provided with this RFP (Attachment A). The final selection will be a policy decision made by the City, and at its sole discretion, and may not be based solely on price. Pricing includes all labor, materials, equipment and operator, transportation and other facilities as necessary and/or required to execute all of the Work.

Tab 6. Required Proposal Forms (not included in page count):

- Signed Request for Proposals
- Acknowledgment of Terms, Conditions, and Addenda
- Supply, Materials, & Equipment Lists
- Price Sheet
- Occupational License
- Sample Checklist
- Reference Form
- W-9 Form
- Human Trafficking Affidavit
- Contractor Affidavit Regarding Scrutinized Company List
- Public-Entity Crimes Form
- Conflict of Interest Affidavit
- Non-Collusion Affidavit
- Drug-Free Workplace Form
- Fidelity Bond
- Proposal Bond

JANITORIAL SERVICES (CITYWIDE)
RFP-25-06
ACKNOWLEDGMENT OF TERMS, CONDITIONS, AND ADDENDA

Submission price includes all labor, equipment, travel, supplies, and all other resources necessary to provide the services described herein.

PROMPT PAYMENT DISCOUNT

The City of Deland shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70. Contractors may offer cash discounts for prompt payment but they will not be considered in determination of award. If a bidder offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

* If Prompt Payment Discount is offered please state discount and terms:

ADDENDUM ACKNOWLEDGMENT:

Add. No. _____ Dated _____ / Add. No. _____ Dated _____

Add. No. _____ Dated _____ / Add. No. _____ Dated _____

I hereby acknowledge that I have read, understand, and agree to all terms, conditions, insurance, scope of work, specifications and pricing for Proposal # RFP-25-06 / Janitorial Services (Citywide).

VENDOR NAME _____

ADDRESS _____

AUTHORIZED

SIGNATURE _____

PRINTED

SIGNATURE _____ DATE _____

TELEPHONE# _____ FAX # _____

EMAIL: _____

JANITORIAL SERVICES (CITYWIDE)
RFP-25-06
EVALUATION AND SELECTION PROCESS

Evaluation of proposals will be conducted by a Selection Committee comprised of qualified City staff. The committee will evaluate, score and rank all responsive proposals based upon the information and references contained in the proposals submitted. Once each member of the Selection Committee has rated each proposal and completed a rating sheet, a composite is developed which indicates the Committee's collective ranking of proposals in a descending order. Based on the response to this RFP, the Selection Committee will select and/or recommend to the City Commission a firm(s) qualified to provide to the City the services required under this RFP.

The following criteria will be used for evaluating Proposals for City of DeLand and will be based on certain objective and subjective considerations as listed below:

Price	up to 40 points
Project Approach	up to 30 points
Qualifications and experience	up to 30 points
Maximum points	100 points

Award of this contract will be based on the evaluation criteria stated above.

CITY OF DeLAND COMMISSION
INDEMNIFICATION AND INSURANCE REQUIREMENTS
JANITORIAL SERVICES (CITYWIDE)
RFP-25-06

INDEMNIFICATION

The City shall be held harmless against any and all claims for bodily injury, sickness, disease, death, personal injury, damage to property or loss of use of any property or assets resulting therefrom, arising out of or resulting from the performance of the products or from the services for which the City is contracting hereunder, provided such is caused in whole or in part by any negligent act or omission of the Contractor, or any subcontractor or any of their agents or employees, or arises from a job-related injury.

The Contractor agrees to indemnify the City and pay the cost of the City's legal defenses, including fees of attorneys as may be selected by the City, for all claims described in the hold harmless clause herein. Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

It is agreed by the parties hereto that specific consideration has been received by the Contractor under this Contract for this hold harmless/indemnification provision.

INSURANCE REQUIREMENTS

The Contractor providing services under this Contract will be required to procure and maintain, at their own expense and without cost to the City, until final acceptance by the City of all products or services covered by the purchase order or contract, the following types of insurance. The policy limits required are to be considered minimum amounts:

General Liability Insurance policy with a \$1,000,000 combined single limit for each occurrence to include the following coverage: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this contract, "X-C-U" hazards, and Errors & Omissions.

Auto Liability Insurance which includes coverage for all owned, non-owned and rented vehicles with a \$1,000,000 combined single limit for each occurrence.

Workers' Compensation and Employers Liability Insurance Workers Compensation insurance providing statutory benefits as required in the State of Florida. The Contractor shall require any subcontractor to provide evidence of this coverage. Additionally, if the contract requires working on or around a navigable waterway, the Contractor and all subcontractors shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal statutes or proof of exemption. The Contractor shall be responsible for compliance with these requirements by each subcontractor, Contractor or supplier when applicable.

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the Contractor shall also be protected by a Professional Liability Insurance Policy in the amount of \$1,000,000 per claim.

In the event the contract involves services related to construction projects, the Contractor shall also procure and maintain a Builders Risk Insurance Policy or Installation Floater with loss limits equal to the value of the construction project.

In addition to the above, Specialty Insurance policies covering specific risks of loss (including but not limited to, for example; Longshore coverage, Crane and Rigging, Inland Marine, etc.) may be required by City of Deland Risk Management. Any additional specialty insurance coverage requirement will be dictated by the specific goods, products or services provided under the subject contract and insurance underwriting standards, practices, procedures or products available in the commercial insurance market at the time of the contract inception. The Contractor is required to procure and maintain all such specialty coverage in accordance with prudent business practices within the Contractors industry.

The Contractor shall have five (5) days to provide certificates of insurance to the City demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. **The certificate(s) of insurance (COI) shall indicate that the General Liability Insurance and Auto Liability Insurance policies have been endorsed to cover the City of Deland City Commissioners as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers compensation policy is acceptable)** and that these policies may not be canceled or modified without thirty (30) days prior written notice to the City.

The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the Contractor under the terms of the contract. Subcontractor's insurance shall be the responsibility of the Contractor.

CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Contract is for more than \$1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the City determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the City shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the City may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts \$1,000,000 and greater, if the City determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the City shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the City may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

STATE OF FLORIDA

CITY OF _____

BEFORE ME, the undersigned authority, personally appeared

_____, who, being by me first duly sworn, made the following statement:

1. The Business address of _____ (name of bidder or Contractor) is _____.
2. My relationship to _____ (name of bidder or Contractor) is _____ (relationship such as sole proprietor, partner, president, vice president).
3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a

company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.
5. _____ (name of the bidder or Contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
6. _____ (name of the bidder or Contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.
7. _____ (name of the bidder or Contractor) is not engaged in business operations in Cuba or Syria.

Signature

Sworn to and subscribed before me in the state and City first mentioned above on the _____ day of _____, 20____.

Notary Public

My commission expires:

(AFFIX SEAL or STAMP)

CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

State of _____)

City of _____)

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2025, by

_____, who is personally known to me to be the

_____ for the Firm, OR who produced the following

identification: _____

Notary Public

My Commission Expires: _____

NON-COLLUSION AFFIDAVIT

State of _____)

City of _____)

_____ being first duly sworn, deposes and says that:

- (1) He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____, the Contractor that has submitted the attached Proposal;
- (2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Contractor, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Contractor, firm, or person to fix the price or prices in the attached Proposal or of any other Contractor, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Contractor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Contractor or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

By: _____
Signature of Individual

Printed Name of Individual

Title of Individual

Signed, sealed and delivered in the presence of:

Witness

Witness

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2025 by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,
or Type as Commissioned)

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we,

(CONTRACTOR)

(PRINCIPAL CONTRACTOR ADDRESS)

(PRINCIPAL CONTRACTOR ADDRESS 2)

(TELEPHONE NUMBER)

(hereinafter called the "Principal"), whose principal business address and telephone number is as stated above; and

(SURETY)

(SURETY ADDRESS)

(SURETY ADDRESS 2)

(TELEPHONE NUMBER)

(AM BEST, NAIC, OR FEIN NUMBER)

(hereinafter called the "Surety"), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of _____ and authorized to do business in the State of Florida;

are held and firmly bound unto the City of DeLand , (hereinafter called "Obligee"), in the penal sum of

_____ Dollars and no cents (\$_____),

good and lawful money of the United States of America, for the payment of which the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The Condition of this Obligation is such, that, should Obligee accept the bid of the Principal for the JANITORIAL SERVIBES (CITYWIDE), RFP No. RFP-25-06, and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the Bidding or Contract Documents with good, qualified and sufficient surety for the faithful performance of such construction for the prompt payment of labor and material furnished in the prosecution thereof, then this obligation shall be null and void; otherwise this bid is to remain in full force and effect for the payment to Obligee of the stated penal sum hereof.

IN WITNESS WHEREOF, we have hereunto set our signatures and seal this _____ day of _____, 20____, all pursuant to due authorization.

Principal (Seal)

By_____
Surety

By_____
As Attorney-in-Fact (Attach Power of Attorney)

STATE OF _____)
COUNTY OF _____) S.S.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

NAME OF NOTARY PUBLIC (*PRINTED*)

SIGNATURE OF NOTARY PUBLIC STATE

COMMISSION NUMBER

MY COMMISSION EXPIRES: _____

(AFFIX SEAL or STAMP)

PUBLIC ENTITY CRIME FORM

Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/quote/proposal on a contract to provide goods or services to a public entity, may not submit a bid/quote/proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/quotes/proposals on leases of rental property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Acknowledged: _____

Date: _____

CITY OF DeLAND
CONFIRMATION OF DRUG-FREE WORKPLACE FORM

In accordance with Section 287.087, Florida Statutes, "[w]henver two or more bids are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection one (1).
- (4) In the statement specified in subsection one (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section."

As the person authorized to sign the statement, I certify that this firm complies with the above requirements and the Florida Statutes Section 287.087. This form is in conjunction with The City of DeLand's General Conditions, Drug-Free Workplace.

Business Name

Bid Number and Name

Authorized Representative's Signature

Date

Name

Position

REFERENCE FORM

List a minimum of three (3) / maximum five (5) customers for the services specified in the solicitation in the spaces provided.

Note: A contact person shall be someone who has personal knowledge of the Contractor's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. Do not list persons who will be unable to answer specific questions regarding the requirements.

Ref #1. Customer/Client: _____
Date of Services: _____
Description of Services: _____
Street Address: _____
City, State, ZIP Code: _____
Telephone #: _____ Fax #: _____
Contact Person: _____ Email: _____

Ref #2. Customer/Client: _____
Date of Services: _____
Description of Services: _____
Street Address: _____
City, State, ZIP Code: _____
Telephone #: _____ Fax #: _____
Contact Person: _____ Email: _____

Ref #3. Customer/Client: _____
Date of Services: _____
Description of Services: _____
Street Address: _____
City, State, ZIP Code: _____
Telephone #: _____ Fax #: _____
Contact Person: _____ Email: _____

Ref #4. Customer/Client: _____
Date of Services: _____
Description of Services: _____
Street Address: _____
City, State, ZIP Code: _____
Telephone #: _____ Fax #: _____
Contact Person: _____ Email: _____

Ref #5. Customer/Client: _____
Date of Services: _____
Description of Services: _____
Street Address: _____
City, State, ZIP Code: _____
Telephone #: _____ Fax #: _____
Contact Person: _____ Email: _____

CONTRACTOR NAME _____

ADDRESS _____

PRINTED SIGNATURE _____

AUTHORIZED SIGNATURE _____

TELEPHONE # _____ FAX# _____ DATE _____

EMAIL: _____

HUMAN TRAFFICKING AFFIDAVIT

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein and execute this affidavit in order to comply with the requirements of Section 787.06(13), Florida Statutes.

2. I currently serve in the capacity listed below on behalf of the company listed below.

3. The company listed below does not use coercion for labor or services, as those terms are defined in Florida Statute 787.06.

4. This declaration is made in accordance with Florida Statute 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated in it are true.

Further Affiant sayeth naught.

Date executed _____.

COMPANY

NAME OF BUSINESS ENTITY

SIGNATURE

NAME AND TITLE



Finance Department
120 S. Florida Ave.
2nd Floor
DeLand, FL 32720

Janitorial Services (Citywide)
RFP-25-06
April 16, 2025
Addendum #4

TO ALL PROSPECTIVE CONTRACTORS

This is an Addendum to and shall be considered as part of the original Proposal package for the above-mentioned Proposal. Contractors are requested to acknowledge receipt of this Addendum with their Submission.

CLARIFICATION TO QUESTIONS ASKED/RECEIVED:

1. Q: What is the additional square footage for the Sign Shop & Vehicle Maintenance restrooms at Public Works?

A: Estimated to be no more than 120 sq. ft.

Please note that the proposal opening date and time remains April 24, 2025 @ 2:00 P.M.
All other terms and conditions remain unchanged.

Sincerely,

Corey McMillen, CPPB
Purchasing Manager

END OF ADDENDUM #4



Finance Department
120 S. Florida Ave.
2nd Floor
DeLand, FL 32720

Janitorial Services (Citywide)
RFP-25-06
March 31, 2025
Addendum #1

TO ALL PROSPECTIVE CONTRACTORS

This is an Addendum to and shall be considered as part of the original Proposal package for the above-mentioned Proposal. Contractors are requested to acknowledge receipt of this Addendum with their Submission.

CLARIFICATION TO QUESTIONS ASKED/RECEIVED:

1. Q: What are the weekly cleaning schedules for the Public Works Building, DeLand Airport, Station 81, Intermodal Transportation Facility (ITF), and City Health Clinic?

A: Current schedules, see below:

- Public Works Building: M/W/F 6 – 9 A.M. T/Th. 8 – 11 A.M.
- Station 81: M/W/F 1-1.5 hours each day (No living quarters or apparatus bays are included in the cleaning schedules)
- Intermodal Transportation Facility (ITF): Monday-Sunday, once a day service
- DeLand Airport: Tues. & Thurs. 11 A.M.
- City Health Clinic: M/T/F after 5 P.M. (closing time); W/Th after 12 P.M. (closing time)

Each location shall be cleaned in accordance with the Scope of Work (where applicable), Description of Daily Services – Sections A – I.

2. Q: Chess Park advises "regular service 5-7 days per week". What does that mean? Are the additional 2 days as needed?

A: Chess Park will need to be cleaned daily Monday-Sunday

3. Q: What is the yearly value of the current contract with High Sources, Inc.?

A: \$120,193.68

4. Q: Is there any specific uniform required for the cleaners while on duty?

A: Contractor shall provide employees with a work shirt displaying the company name. Contractor shall provide personal protective equipment when required. Employees shall also carry appropriate photo identification at all times and present as required when at a work location. Contractor is required to supply magnetic signs or logoed vehicles displaying the company name and phone number for each vehicle on the job site.

5. Q: Are you able to provide a rough estimate of the approximate square footage of tile floors requiring the acid wash every 3 months?

A: This has been removed from the scope of work.

6. Q: Is all 11,000 sf at the Fire Dept (Station 81) cleanable space?

A: No, cleanable space is roughly 5,000 sf.

7. Q: The bid bond has to be sent with the bid package?

A: Yes, or a cashier's check for the same amount.

8. Q: Is there a prevailing wage requirement in place?

A: No

9. Q: Under PROPOSAL FORMAT, Tab 4: Project Approach, the RFP advises "no more than ten (10) numbered pages, excluding any financial statements, and, at a minimum, should include the following information." however, there is no additional information listed. Can you please advise?

A: This was an error please ignore language after "ten (10) numbered pages."

Attachments: Attachment A – Revised

Please note that the proposal opening date and time remains April 17, 2025 @ 2:00 P.M.
All other terms and conditions remain unchanged.

Sincerely,

Corey McMillen, CPPB
Purchasing Manager

END OF ADDENDUM #1



Finance Department
120 S. Florida Ave.
2nd Floor
DeLand, FL 32720

Janitorial Services (Citywide)
RFP-25-06
April 1, 2025
Addendum #2

TO ALL PROSPECTIVE CONTRACTORS

This is an Addendum to and shall be considered as part of the original Proposal package for the above-mentioned Proposal. Contractors are requested to acknowledge receipt of this Addendum with their Submission.

CLARIFICATION TO QUESTIONS ASKED/RECEIVED:

1. Q: Are you able to provide a rough estimate of the cleanable square footage for each location, similar to what was provided for the Fire Department?
A: Estimates below:
 - City Hall – 45,000 sq ft
 - Cusack Center – 3,000 sq ft
 - Airport Administration Building – 5,000 sq ft
 - Police Department – 40,000 sq ft
 - City Health Clinic – 1,300 sq ft
 - Public Works Building – 9,000 sq ft
2. Q: How many City recognized holidays are there and are they all observed in all 9 buildings or are some exempt like the Fire Dept and Airport?
A: 11 Holidays per calendar year. Fire Station, Police Department, Airport, Public Works buildings are operational those days.
3. Q: For the required day porters, the RFP states "4 hours minimum", is that 4 hours minimum at each location (city hall & police station) or just 4 hours per day minimum?
A: 4 hours at each location per day.
4. Q: Are Day Porters required for any other location other than the City Hall and Police Department?
A: No
5. Q: The contractor must have a valid occupational license/business tax receipt. Is this within the city/county or the state?
A: Within the State of Florida.
6. Police Station vinyl floors must be cleaned with a neutral PH floor cleaner, and Police Station toilets must be cleaned with a heavy-duty acid bowl cleaner. The contractor is not required to/responsible for providing hand soap for the Police Station.

Pre-bid Site Visit: April 9, 2025 @ 10:00 A.M. – City Hall, 1st Floor, Commission Chambers, 120 S Florida Ave., DeLand, FL 32720

Please note that the proposal opening date and time has changed to April 24, 2025 @ 2:00 P.M.
All other terms and conditions remain unchanged.

Sincerely,

Corey McMillen, CPPB
Purchasing Manager

END OF ADDENDUM #2



Finance Department
120 S. Florida Ave.
2nd Floor
DeLand, FL 32720

Janitorial Services (Citywide)
RFP-25-06
April 15, 2025
Addendum #3

TO ALL PROSPECTIVE CONTRACTORS

This is an Addendum to and shall be considered as part of the original Proposal package for the above-mentioned Proposal. Contractors are requested to acknowledge receipt of this Addendum with their Submission.

CLARIFICATION TO QUESTIONS ASKED/RECEIVED:

1. City of DeLand Fire Department (Station #81) has a firehouse dog living in the station.
2. Please see the attached revised price sheet that includes the Vehicle Maintenance restrooms and Public Works Sign Shop restroom.
3. Q: Is the Fidelity Bond required with submission?
A: No, it is required upon award.
4. Q: Can the day porters in question also perform cleaning services? And regarding the four daily hours, what would be the specific hours of the day?
A: The day porters can perform some cleaning services (no vacuuming or mopping during operation hours). No preference regarding the four hours for the day porter, however, since it is a day porter service it would need to be before 5 P.M.
5. Q: Will there be background requirements? If so, what is the level of background check required?
A: Any person who has unescorted access to the police department must be finger printed (The Police Department can provide this). The finger printing generates an automatic background check through FDLE. If the background is acceptable, they then must complete a CJIS certification to be granted access. The CJIS certification must be done annually. To eliminate any confusion this applies to all persons who need access not just an owner/manager.
6. Q: What is the current contract price being paid today for each site?
A: Prices below are the monthly costs for each site:
 - Police Department - \$3,075
 - City Hall - \$3,150
 - Chess Park - \$250
 - Intermodal Transportation Facility (ITF) - \$250
 - Cusack Resource Center - \$350
 - Fire Department (Station #81) - \$451.14
 - Airport Administration Building - \$480
 - Public Works (Sign Shop & Vehicle Maintenance restrooms included) - \$1,600
 - City Health Clinic - \$700

7. Q: Do we need to clean 2nd story or above exterior windows?

A: No

Please note that the proposal opening date and time remains April 24, 2025 @ 2:00 P.M.
All other terms and conditions remain unchanged.

Attachments: Attachment A – Revised (Price Sheet)

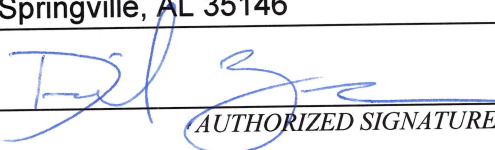
RFP-25-06 Pre-proposal Sign-in Sheet

Sincerely,

Corey McMillen, CPPB
Purchasing Manager

END OF ADDENDUM #3

Exhibit B

SUBMIT TO: CITY OF DELAND FINANCE DEPT., 2 ND FLOOR PURCHASING COORDINATOR 120 SOUTH FLORIDA AVENUE DELAND, FLORIDA 32720		REQUEST FOR PROPOSAL
CONTACT: Corey McMillen mcmillenc@deland.org purchasing@deland.org		
PHONE: 386-626-7078	RFP-25-06	SUBMITTALS RECEIVED AFTER SPECIFIED DATE AND TIME WILL NOT BE CONSIDERED
RFP TITLE: Janitorial Services (Citywide)		SUBMITTAL DEADLINE: April 17, 2025 @ 2:00 P.M.
PRE-PROPOSAL CONFERENCE DATE, TIME AND LOCATION: N/A		PROPOSAL BOND REQUIRED: \$5,000
RESPONDENT NAME: Southern Cleaning Service, Inc.		FEDERAL ID # OR SOCIAL SECURITY #: 63-0935427
MAILING ADDRESS: 13052 US Highway 11		TELEPHONE #: 205-467-6655
CITY – STATE – ZIP: Springville, AL 35146		FAX #:
X 		EMAIL: DYance@scsione.com
AUTHORIZED SIGNATURE		Title EVP of Business Development
Printed Name David Yance		Date 4/17/2025
By my signature I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, business entity, or person submitting an offer for the same materials, supplies, equipment, or service(s), and is in all respects fair and without collusion or fraud. I further agree that if the offer is accepted, the offeror will convey, sell, assign, or transfer to the City of DeLand all right, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodity(s) or services(s) purchased or acquired by the City of DeLand. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the vendor.		
THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE		
GENERAL CONDITIONS AND INSTRUCTIONS *****PLEASE READ CAREFULLY*****		

1. **SUBMISSION OF OFFERS:** All offers shall be submitted in a sealed envelope or package. The invitation numbers, title, and opening date shall be clearly displayed on the outside of the sealed envelope or package. The delivery of responses to the receptionist located on the 2nd floor of City Hall prior to the specified date and time is solely and strictly the responsibility of the offeror. Any submittal received after the specified date and time will not be considered.

Responses shall be submitted on forms provided by the City. Additional information may be attached to the submittal. Facsimile submissions are NOT acceptable. No offer may be modified after acceptance. No offer may

be withdrawn after opening for a period of sixty (60) days unless otherwise specified.

2. **EXECUTION OF OFFER:** Offer shall contain a manual signature in the space(s) provided of a representative authorized to legally bind the offeror to the provisions therein. All spaces requesting information from the offeror shall be completed. Responses shall be typed or printed in ink. Use of erasable ink or pencil is not permitted. Any correction made by the offeror to any entry must be initialed.



April 17, 2025

City of Deland
Finance Dept., 2nd Floor
Purchasing Coordinator
120 South Florida Avenue
Deland, Florida 32720

RE: City of Deland (RFP-25-06)

To whom it may concern

Pursuant to your request for a "Submittal Letter" required in your request for proposal, this letter serves as acknowledgement my authority to execute contracts and other documents as may be required by the County.

Other officers that are also authorized to act on behalf of Southern Cleaning Service, Inc. are:

H. Dean Goforth, President and Chief Executive Officer (205) 467-6655

David Yance, Executive Vice President of Business Development (205)467-6655

Kristie Henderson, Corporate HR and Legal Team (205)467-6655

Please feel free to call us if you have any questions, whatsoever.

Sincerely,

H. Dean Goforth
President and Chief Executive Officer
Southern Cleaning Service, Inc.
13052 US Highway 11
Springville, AL 35146

205-467-6655
1-800-695-0773
13052 US Highway 11
Springville, AL 35146
www.scsione.com



SOUTHERN CLEANING SERVICE, INC



DeLAND

FLORIDA —...

**City of DeLand –
Citywide Janitorial
Services**

**DUE DATE:
24 April 2025
RFP-25-06**



Submitted by:
Russ Metevia

Southern Cleaning Service, Inc
7900 Belfort Parkway, Suite 300
Jacksonville, FL 32256

Ph. 904-855-505

RMetevia@scsione.com

Tab 1: Executive Summary

Executive Summary

Tab 1: Executive Summary

Southern Cleaning Service, Inc
Headquarters: 13052 US Highway 11
Springville, AL 35146
Branch Office: 7900 Belfort Parkway, Suite 300
Jacksonville, FL 32216
Contact Name: Russ Metevia
Contact Email: RMetevia@scsione.com
Contact Number: 904-855-5052
4/18/2025

Subject: Proposal Submission for RFP-25-06, Janitorial Services, Citywide

Southern Cleaning Service, Inc. (SCSI) is pleased to submit our proposal in response to RFP-25-06 to provide comprehensive janitorial services for the City of DeLand. With over four decades of experience, SCSI is a trusted leader in delivering reliable, professional, and cost-effective cleaning solutions across a broad range of municipal and commercial facilities. We are fully committed to maintaining the City's high standards of cleanliness, safety, and operational excellence.

Executive Summary

SCSI's team of seasoned professionals and trained janitorial staff are dedicated to exceeding performance expectations. We understand the importance of detailed compliance with RFP specifications and have aligned our proposal with your required scope of services, insurance, licensing, and performance standards. Our approach is customer-focused and compliance-driven, ensuring:

- **Complete Scope Adherence:** Daily, weekly, and quarterly services as specified, including restrooms, offices, lobbies, stairwells, and specialized cleaning needs.
- **Day Porter Coverage:** Dedicated day porter services at City Hall and the Police Department, integrated into overall building costs as required.
- **Green & Effective Supplies:** Use of EPA-approved, environmentally friendly cleaning products where possible, with a full list of proposed products and equipment included.
- **Technology Integration:** Our use of Janitorial Manager software ensures accurate scheduling, reporting, inspections, and real-time communication with City personnel.
- **Accountability & Security:** Bonded and background-checked staff with secure ID badges and strict adherence to all facility access and locking protocols.

Tab 1: Executive Summary

We appreciate the opportunity to present our qualifications and look forward to the possibility of serving the City of DeLand. We are confident that SCSI's expertise, commitment to excellence, and customer-focused approach make us the ideal partner for this contract. Please do not hesitate to contact Russ Metevia at RMetevia@scsione.com or 904-855-5052 should you require any additional information.

Sincerely,

David Yance

David Yance
EVP of Business Development

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Experience

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Tab 3: Qualifications and Experience

Experience

Tab 3: Qualifications and Experience



My name is Russ Metevia, and I will be your primary connection to SCSi, managing the operations for the City of DeLand's janitorial services. I am a customer focused, results-driven sales manager with 30+ years of experience delivering revenue growth by developing and implementing strategic client solutions. I have an extensive background working for fortune 500 multi-national enterprises while guiding teams of 10+ resources through customer needs satisfaction. I have a background in telecommunications, technology and office services with client relationship building skills that translate across industry

Southern Cleaning Service, Inc. (SCSi) has been a leader in the janitorial and facility management industry for over four decades. Our company has built a strong reputation for delivering high-quality cleaning services across multiple sectors, including municipal, healthcare, education, industrial, and commercial facilities. SCSi's steady growth and longevity in the industry are a testament to our dedication to client satisfaction, operational excellence, and sustainable cleaning practices.



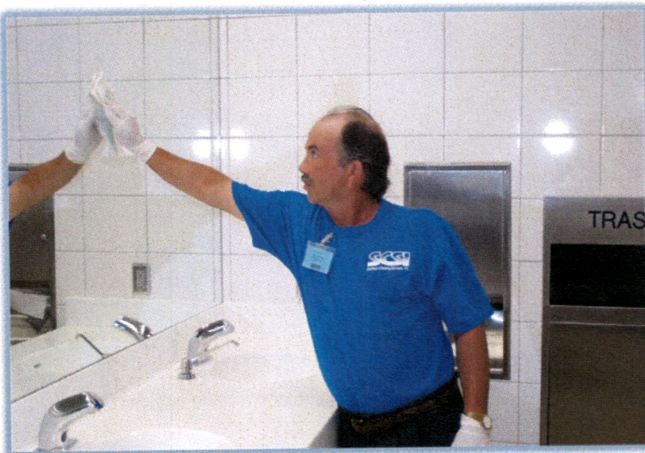
RMetevia@scsione.com



Visit our website
www.scsione.com

Tab 3: Qualifications and Experience

Southern Cleaning Service, Inc. (SCSI) was established in 1983, and has since become a leading provider of janitorial services across the country. We are We have been operating in the state of Florida since 2002. Our unwavering commitment to customer satisfaction and long-term client relationships is pivotal to our success. We prioritize building trust and enduring partnerships with each of our clients, distinguishing SCSI as a formidable entity in our industry. SCSI provides a comprehensive range of facility cleaning and supply management, consulting and program development, equipment and supply services, polished concrete maintenance and supply, commercial and residential outdoor/landscaping supplies, as well as propane fuel sales. This evolution underscores our dedication to meeting diverse client needs with efficiency and excellence.



**Our promise
is to
guarantee
the best
facility
maintenance
experience
from start to
finish**

SCSI employs over 2,000 professionals across the nation, serving a wide range of clients throughout the United States with a proven track record spanning more than 40 years. We manage multiple municipalities and diverse business accounts across the country, ensuring each receives comprehensive support from our dedicated team of management, supervisors, and cleaning staff.



REFERENCE FORM

List a minimum of three (3) / maximum five (5) customers for the services specified in the solicitation in the spaces provided.

Note: A contact person shall be someone who has personal knowledge of the Contractor's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. Do not list persons who will be unable to answer specific questions regarding the requirements.

Ref #1. Customer/Client: Sumter County
 Date of Services: Dec 2022 - Dec 2027
 Description of Services: Daily janitorial of 46 county buildings, floor care, window washing
 Street Address: 319 E Anderson Ave
 City, State, ZIP Code: Bushnell, FL 33513
 Telephone #: 352-689-4400 Fax #: _____
 Contact Person: Freddie Fudge Email: freddie.fudge@sumtercountyfl.gov

Ref #2. Customer/Client: City of Daytona Beach
 Date of Services: July 2023 - July 2024
 Description of Services: daily janitorial and floor care
 Street Address: 950 Bellevue Ave
 City, State, ZIP Code: Daytona Beach, FL 32214
 Telephone #: 386-671-9743 Fax #: _____
 Contact Person: Frank Angelakis Email: angelakisfrank@cobb.us

Ref #3. Customer/Client: City of South Daytona
 Date of Services: March 2023 - March 2024
 Description of Services: daily janitorial, floor care, pressure washing
 Street Address: 1679 South Ridgewood Ave
 City, State, ZIP Code: South Daytona, FL 32119
 Telephone #: 386-301-2767 Fax #: _____
 Contact Person: Becky Witte Email: BWitte@southdaytona.org

Ref #4. Customer/Client: Saint Johns County
 Date of Services: 2022 - current
 Description of Services: daily janitorial for 40+ buildings, floor care
 Street Address: 500 San Sebastian Way View
 City, State, ZIP Code: St. Augustine, FL 32094
 Telephone #: 904-669-9709 Fax #: _____
 Contact Person: Allen Karapcik Email: akarapcik@sjcfl.us

Ref #5. Customer/Client: City of Clermont
 Date of Services: Sept 2022 - onward
 Description of Services: daily janitorial, porter service, floor care
 Street Address: 400 12th Street
 City, State, ZIP Code: Clermont, FL 34711
 Telephone #: 352-255-2973 Fax #: _____
 Contact Person: Todd Lewis Email: TLewis@clermontfl.org

CONTRACTOR NAME Southern Cleaning Service, Inc

ADDRESS 13052 US Highway 11, Springville, AL 35146

PRINTED SIGNATURE David Yance

AUTHORIZED SIGNATURE [Signature]

TELEPHONE # 205-467-6655

FAX# _____

DATE 4/17/2025

EMAIL: DYance@scsione.com

Tab 3: Qualifications and Experience

Sumter County

Bushnell, FL

1. County Buildings Janitorial Services – 389,721 total ft².
2. Contract amount: \$525,324 per year
3. Services included: Janitorial, Floor Care, Pressure Washing
4. Total of 46 Sumter County buildings cleaned daily
5. 5 Year Contract – Dec. 2022 Start

City of Daytona Beach

Daytona Beach, FL

1. City Building Janitorial Services— 485,450 total ft².
2. Contract Amount: \$235,000 per year.
3. Services include janitorial and floor care.
4. 40 buildings cleaned daily
5. 5 Year Contract – 2023 Start Date

City of Clermont

Clermont, FL

1. City Building Janitorial Services— 50,345 total ft².
2. Contract Amount: \$200,000 per year.
3. Services include janitorial, floor care, and porter services.
4. 19 buildings and restrooms cleaned daily
5. 5 Year Contract – 2022 Start

City of South Daytona

South Daytona, FL

1. City Building Janitorial Services – 25,500 total ft².
2. Contract amount: \$28,000 per year
3. Services included: Janitorial, Floor Care, Pressure Washing
4. Total of 5 City buildings cleaned daily
5. 5 Year Contract – 2023 Start Date

St Johns County

St. Augustine, FL

1. County Buildings Floor Care – 273,995 total ft².
2. Contract amount: \$219,155.16 per year
3. Services included: Floor Care and Daily Janitorial Services
4. Total of 48 St John's County Buildings
5. 5 Year Contract – 2022 Start

City of Midland

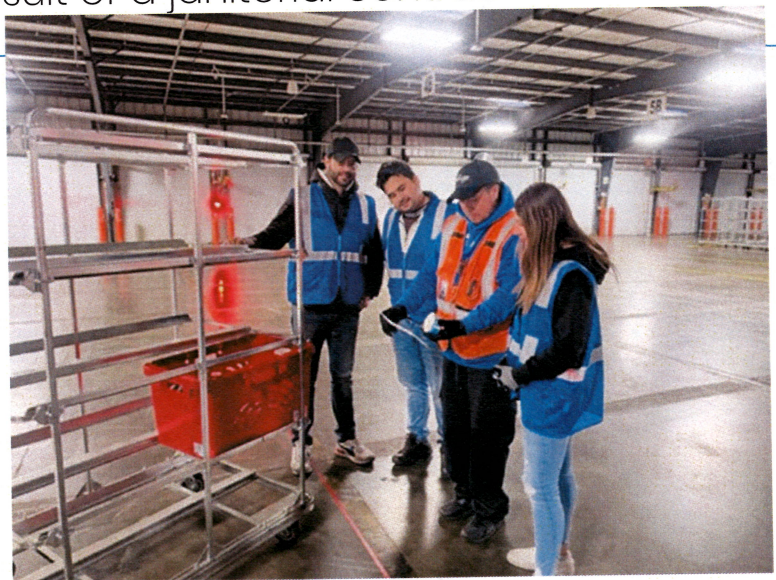
Midland, TX

1. City Building Janitorial Services— 260,102 total ft².
2. Contract Amount: \$428,400 per year.
3. Services include janitorial, parking garage cleaning, and floor care.
4. 10 buildings and restrooms cleaned daily
5. 5 Year Contract – July 2024 Start Date

Tab 3: Qualifications and Experience

Previous Default

- SCSi has never defaulted on a contract nor been denied a bid due to non-responsibility to perform. Our financial and human resources are robust, allowing us to efficiently take on and manage large municipal clients like the City of DeLand. Through our extensive experience working with both small and large municipalities, we have developed the necessary expertise and operational capacity to successfully execute any municipal contract. Our staffing and equipment resources exceed the requirements needed for new contracts, thanks to our well-structured organization, strategic planning team, and pre-developed contract startup protocols. SCSi has not been cited by any local, state, or federal agencies for violating safety procedures. SCSi has not been involved in any lawsuits due to personal injury as a result of a janitorial contract.



Tab 1: About Our Company



H. Dean Goforth President / CEO / Founder

SCSi was founded in 1983 in order to meet facility maintenance and management needs of multiple clients. The company continues to grow under his leadership and follows the same vision today as he had in the beginning: "Be the best at what we do and retain long-term relationships with our customers by delivering on our promise to them." His experience in this area, process, efficiency, design, and implementation for both retail and industrial clients led him to be awarded the US Small Business Young Entrepreneur award in 1992.



**David
McDowell**
RVP of
Operations



Russ Metevia
Regional Sales
Manager



Jammie Byrd
Director of
Operations



**Sara
Gresham**
Manager of
Business
Administration



Amber Byrd
Operations
Manager



Tab 3: Qualifications and Experience

Staffing Plan

We extensively cross train all employees, allowing them to cover for unforeseen nonattendance, certifying that no service is left unperformed. We do not settle once an account as been awarded to us, and ensure that all our staff is fully trained for safety and awareness. All employees will be pre-screened and background checked to eliminate any applicants with felonious convictions.

SCSI MANAGEMENT TEAM

Russ Metevia – Account Manager

Russ Metevia will be the account manager. Russ will be monitoring SCSI's compliance with the terms and conditions of the janitorial agreement for the City of DeLand's janitorial services.

Amber Byrd – Operations Manager

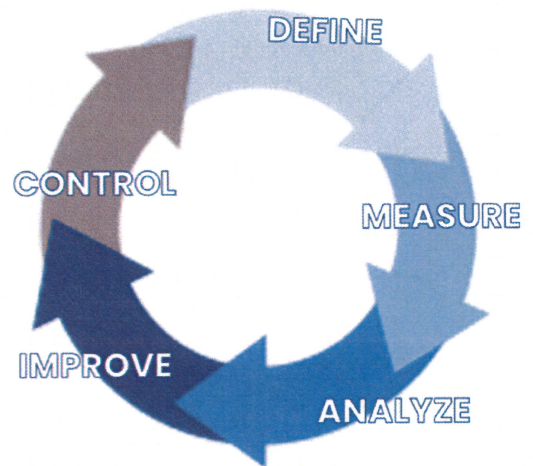
Amber Byrd will be the operations manager. Amber will be overseeing the entire account and ensuring that the project supervisor, any additional supervisors, and techs are performing to the highest standard. She will be your go-to point of contact. Amber started with SCSI in 2023, and in just under two years, has overseen and implemented the roll out of 9 Municipalities.

Eric Baehr– Project Manager

Eric will be the project manager. He will be overseeing all of the supervisors, and ensuring that all coverage is met daily. He will also be responsible for ensuring all checklists and quality controls are completed and reported as required. Eric has been with SCSI for 5 years and is a Regional Manager. He has overseen our Sumter County account, our City of Clermont Account, and overseen partnerships with Publix and Winn Dixie.

Tab 3: Qualifications and Experience

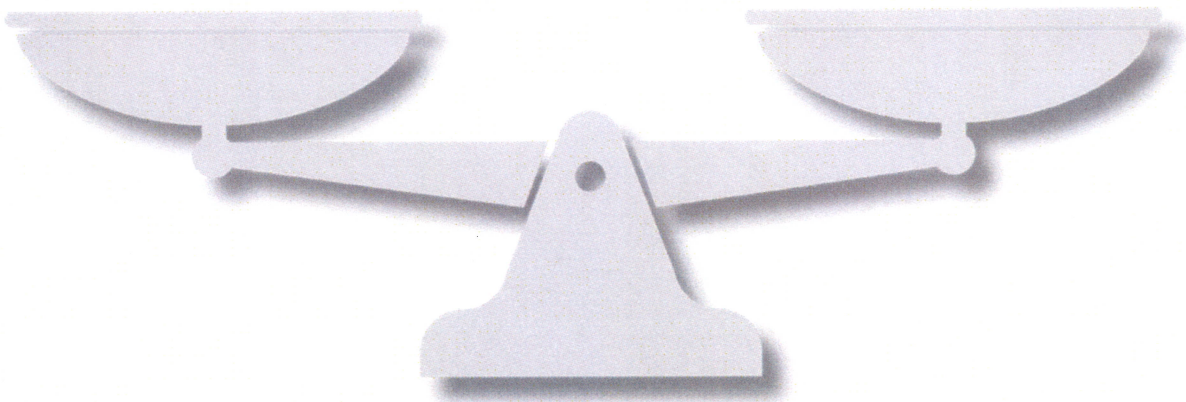
- ✓ **STANDARDIZATION**
- ✓ **SIMPLIFICATION**
- ✓ **SUSTAINABLE**
- ✓ **CONTINUOUS IMPROVEMENT**



SCSI has provided superior service for it's customers for 40+ years. Our executive management team has 100 + years of combined facility maintenance and management experience. The key to our success, is long term relationships with our customers. We develop an in depth understanding of their business and the goals of their leaders. Our experience in similar janitorial services and our finances qualify us to serve the Jack E. Kirksey Recreational Center with confidence.

**OPTIMIZE
RESOURCES**

**CUSTOMER'S
EXPERIENCE**



Tab 3: Qualifications and Experience

WHAT MAKES SCSi SUCCESSFUL

LISTENING TO AND UNDERSTANDING OUR CUSTOMERS' NEEDS

RECOGNIZING THAT OUR CUSTOMERS HAVE CHOICES

CREATING AND KEEPING AN OPEN LINE OF COMMUNICATION

MANAGING OUR BUSINESS WITH HIGH ETHICAL STANDARDS

CONSTANTLY KEEPING CUSTOMER SATISFACTION OUR TOP PRIORITY



Tab 3: Qualifications and Experience

SCSI SUSTAINABLE INTEGRATED SOLUTION CONTINUOUS IMPROVEMENT



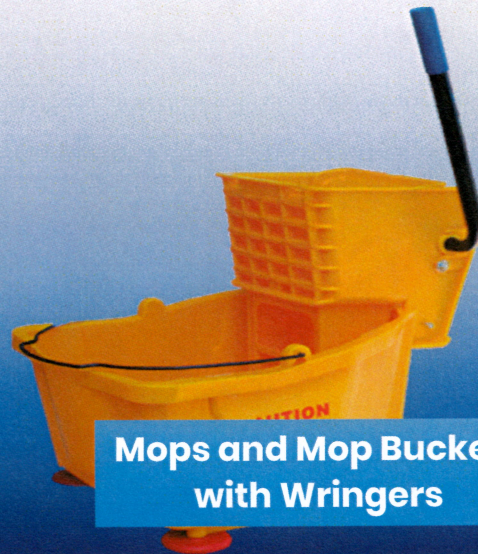
Tab 4: Equipment

Each location will be thoroughly supplied with the following items:

Deck Brushes
Corner Brushes
Abrasive Pads
Sponges
Clothes
Plungers
Brooms
Dust Pans
Yarn Dusters
Window Squeegees
Extension Poles
Biohazard Kit



**Janitorial Supply and
Trash Carts**



**Mops and Mop Buckets
with Wringers**

Tab 4: Equipment

Each location will be thoroughly supplied with the following items:



Oreck XL Commercial Upright Vacuum

- This commercial vacuum comes equipped with a convenient top-loading format to keep working even when the large-capacity bag is nearly full. A 12-inch cleaning path handles large areas with fewer passes to get carpets cleaned quickly. Featuring a Helping Hand handle and lightweight construction, this vacuum offers a more comfortable user experience. The low-profile design lays nearly flat, so you can sweep up dirt and dust underneath furniture without having to move it first. With a durable 35-foot power cord, this Oreck upright vacuum cleaner requires fewer plug adjustments to clean spacious lobbies, offices and waiting rooms.



100 S HAMILTON STREET
DALTON, GA 30720-4612
UNITED STATES

SOA-certified products are required by the US Green Building Council's LEED v4.1 under the program's Green Cleaning Equipment provision.

Certification Number:
SOA100534



WWW.CARPET-RUG-ORG

Tab 3: Qualifications and Experience

Quality Assurance Program

Our detail and customer focused operations and administrative teams have combined to create a fool-proof, satisfaction guaranteed quality assurance program that provides our customers with the peace of mind of knowing that we won't rest until the job is done right.



Sara Gresham – Business Administration Manager

Our office administrator, Sara Gresham, will oversee the Janitorial Manager Software for your location. She will coordinate the implementation of the software throughout the account, working with you hands on to develop the customer portal. She will be developing individualized QR codes for each building, with a detailed checklist of the scope of work. She will be responsible for training our custodians on how to properly use the JM connect app, as well as overseeing and organizing the labor hours to ensure each custodian is clocking in and out according to schedule.

Eric Baehr – Project Manager

Monthly site inspections will be performed by Eric Baehr for each location, as well as unannounced site visits. Locations will be monitored based on the level of cleaning requirements on specific days to monitor each level of cleaning. Failed inspections will be re-evaluated in 3 days for any inspection below 80%. Techs that have failed an inspection will be evaluated to determine whether addition training, reassignment, or termination is the appropriate course of action.

Tab 3: Qualifications and Experience

JANITORIAL MANAGER

Partnering with SCSi means hiring professional cleaning contractors focused on providing you with a clean, safe, and healthy environment.

We utilize the Janitorial Manager software, allowing us to stay on top of quality checks, customer communication, and more!



Your Own Customer Portal!

Janitorial Manager's Client portal gives you the ability to request services or supplies, provide feedback on our services, view inspection reports, and communicate directly with your project manager.

Checklist and Documentation!

The checklist feature of Janitorial Manager assures all that all of our staff is fully aware of the tasks they are to perform at your facility, and provides documentation of the activities they have performed, giving you peace of mind that essential cleaning and disinfecting tasks are being accomplished.

Messaging System!

The comprehensive instant communication ability with the JM Connect App allows us to keep communication flowing with our cleaning professionals, and with you – our valued customer. This assures we meet your expectations, while proactively sharing critical information to address concerns before they become problems.

Tab 3: Qualifications and Experience

SCSI will document and track the completion of the monthly and annual service items requested by the City of DeLand through our Janitorial Manager program. We are able to input “Work Orders” as needed or as a recurring order to be done monthly or annually.

Schedule Work Order

Fill out the required fields to schedule a service work order.

◀ Back

Customer

SCSI

Location

Office

Use Location Address☐

Work Description

Carpet Cleaning must be done on the first of every month

Type

Service

Service Type

Carpet Cleaning

Service Description

Carpet Cleaning

Schedule Work Order - Office

Fill out the required fields to schedule a service work order.

◀ Back

GENERALLABOR COSTSUPPLY COSTCHECKLISTRECURRING

☐ Monthly

☒ Weekly

Recur every 1 week(s) on

☐ Sunday

☒ Monday

☐ Tuesday

☐ Wednesday

☐ Thursday

☐ Friday

☐ Saturday

Start Date

7/30/2024 4:23 PM

No End Date☒

Tab 3: Qualifications and Experience

Daytona Beach City Hall Cleaning Task Completed Daily

- ☐ Promptly lock and secure buildings by 5:00 P.M. Unlock City Hall for various Board and Commission meetings and secure building when meeting is over.
- ☐ Thoroughly sweep all hard floors, including stairwells.
- ☐ Wet-mop all hard floor areas.
- ☐ Wet-mop all restroom floors, including baseboards, using a neutral cleaner with a disinfectant.
- ☐ Thoroughly clean all restrooms and restroom fixtures, including mirrors, shelves, wash basins, stools, urinals, counters, kick boards, shower stalls, partitions and doors.
- ☐ All restroom equipment to be properly cleaned and disinfected.
 - ☐ Replenish all restroom supplies (toilet tissue, soap, towels, etc.)
 - ☐ Wash Basins will be cleaned with an abrasive cleaner, rinsed with clean water and damp wiped to remove excess water. Shine wash basins with a dry cloth.
 - ☐ Mirrors will be sprayed with a cleaning chemical and wiped clean with dry cloth. A second cloth will be utilized to remove streaks and smears.
- ☐ Toilet bowls will be cleaned and disinfected, include the interior, flush rim, seat, exterior.
- ☐ Urinals will be cleaned and disinfected.
- ☐ Any graffiti on any walls or partitions will be removed immediately.
- ☐ Clean all entrance door glass, inside and outside, removing all fingerprints and dirt. All entries will be kept clean removing spider webs from glass from ten feet prior to the door.
- ☐ All trash cans will be emptied (including under any pavilions) and walkway and entry will be swept or blown clean of all debris. Any graffiti will be removed immediately.
- ☐ Clean and disinfect all drinking fountains and clean outside ashtrays.
- ☐ Empty all wastepaper baskets, trash and disposal containers and remove this refuse from the building and building premises.
- ☐ Empty all recycling bins and remove this refuse from the building to the designated recycling dumpster.
- ☐ Empty all recycling bins and remove this refuse from the building to the designated recycling dumpster.
- ☐ Vacuum all carpets.
- ☐ Spot clean all hallway and office carpet as required for spillage or stained areas.
- ☐ Remove all trash from all areas around building, including parking areas and in front of buildings. Sweep or blow all exterior walkways leading to entrances.

Tab 4: Project Approach

Project Approach

Tab 4: Project Approach

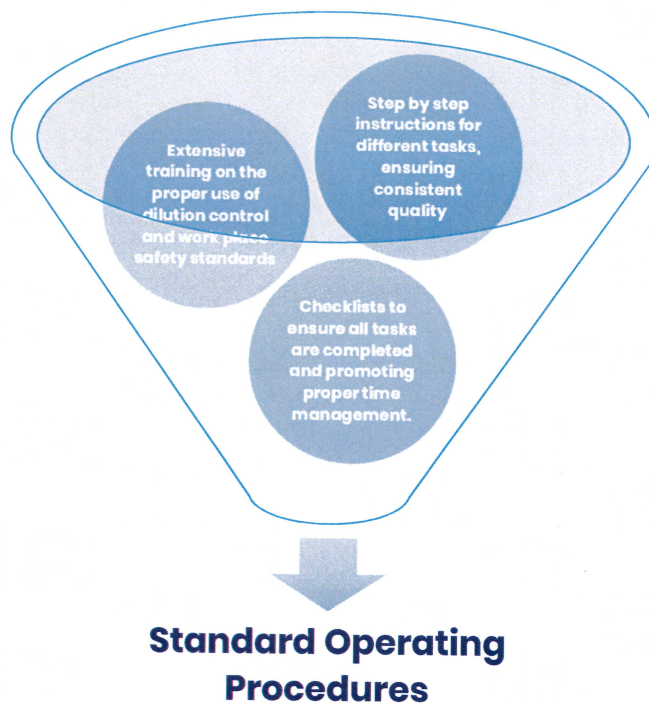
Staffing Plan

Training Overview



Our employees undergo comprehensive training in the cleaning and disinfection procedures for restrooms, offices, and general areas. Through hands-on training, they acquire proficiency in the proper application of various chemicals. Additionally, our staff are educated on microfiber systems and advanced methods to prevent cross-contamination.

Our extensive training program provides our employees the ability to deliver high-quality, efficient, and consistent cleaning services while prioritizing hygiene. Our training emphasizes attentiveness to client needs and expectations, ensuring a responsive and customer-focused approach.



Tab 4: Project Approach

Our extensive training program covers the following areas:

- Biohazardous Waste Cleaning And Removal
- Blood Borne Pathogen Certification
- Attendance
- Knowledge And Skill Level
- Quality Of Work
- Response To Discrepancies
- Results Of QA Inspection
- Professionalism And Appearance
- Adherence To Company Policy



Sanitation Training

• All SCSi employees will receive training needed to safely and competently perform the services required by this contract.

Environmental Health

SCSi provides environmental health and training to ensure compliance with all federal, state, and local laws or regulations.

Chemical Training

SCSi develops and implements procedures to ensure employees use chemicals in accordance with the instruction of the chemical manufacturers.

Tab 4: Project Approach

Employee Safety Practices

SCSI Standards and Compliance

- SCSI Provides and uses adequate barricades and signs to block off hazardous work areas and/or to provide sufficient warning prior to, during, and after the performance of services.
- SCSI takes precautions necessary to protect persons or property against injury and damage, and is responsible for any such damage or injury that occurs as a result of fault or negligence of SCSI employees.
- SCSI will comply with all federal security mandates in relation to the performance of this RFP. PROTECTION & SAFETY It is the responsibility of each employee to correct or report any unsafe conditions or practices that he or she may observe. The site supervisor is responsible for training and reinforcing safe working environments and safe working techniques and cleaning practices.
- SCSI employees injured or not feeling well while on duty and/or while performing work tasks as described in SCSI task checklists, must report such incidents immediately to their Site Supervisor for documentation. Appropriate measures must be taken, if necessary (i.e., call 911, first aid kit, send employee home, etc.).
- SCSI employees are trained to report any suspicious or illegal activity. Employees are to never make contact with, pursue, or interfere with an individual or group who may be engaging in suspicious or illegal activity, but must immediately report all situations by calling 911, reporting to the facility security personnel on duty/security office, and Site Supervisor.
- SCSI will remain in compliance with all Federal and State OSHA requirements, Green Seal Standards, and FAA, CBP and TSA regulations.

Tab 4: Project Approach

Transition Plan

We boast a knowledgeable and experienced staff that has successfully planned and staffed multiple city and county municipalities. We have created an initial transition plan to ensure every step along the way is covered before our first day of cleaning.

Step 1: 4 Weeks Prior to Transition

- **Meet and Review Step by Step Plan to Transition to SCSi**
- **Organize and set time for particulars for transition date**
- **Exchange contact information for all transition steps (turning in background screenings, receiving keys, etc).**
- **Supply contact info to personnel overseeing sanitation for the City of DeLand's janitorial services.**

Step 2: 4 Weeks Prior to Transition

- **Walk through building locations of service**
- **Clarify any special cleaning instructions in the SOW for each shift**
- **Verify that staffing plan will be sufficient for each shift, noting special staffing needs**
- **Verify search areas are updated to meet any new information for Supervisors or Techs**

Tab 4: Project Approach

Transition Plan



Step 3: 3 Weeks Prior to Transition

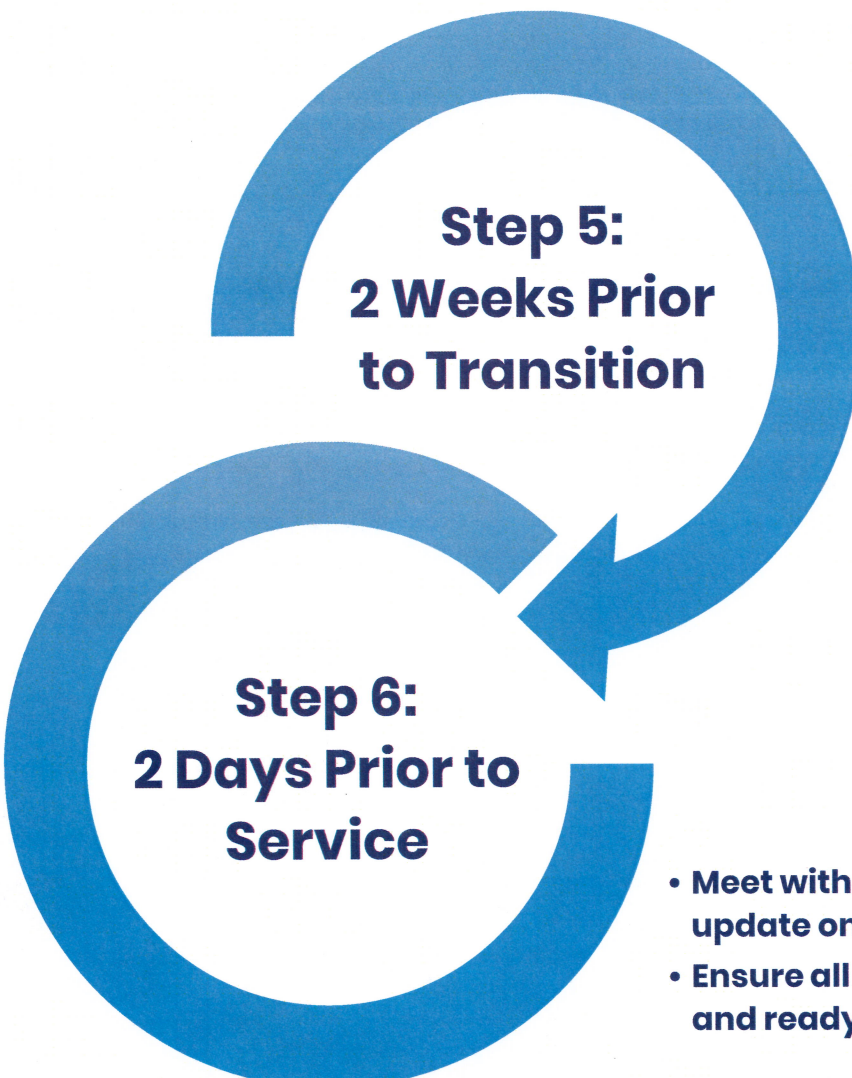
- Review existing supervisors and assign new areas and locations
- Review applicants and hire any additional supervisory positions once all criteria and SCSJ screening has been completed
- Review existing cleaning techs and assign new areas and locations
- Assign cleaning techs per shift/per location

Step 4: 3 Weeks Prior to Transition

- Review and adapt any necessary changes to preliminary staffing plan
- Verify management oversight and ensure management team is sufficient and in place
- Verify that staffing plan will be sufficient for each shift, noting special staffing needs
- Order Inventory and organize any needed supplies or equipment

Tab 4: Project Approach

Transition Plan



Step 5: 2 Weeks Prior to Transition

- Provide Safety Awareness Training for all new employees
- Provide each new employee with thorough cleaning training
- Provide cross training for all services that will be performed
- Provide training on each chemical and/or cleaning solution – including accident or spill solution
- Test each employee on knowledge and skill for each location.

Step 6: 2 Days Prior to Service

- Meet with roll out team to discuss and update on plan of action
- Ensure all MSDS binders are compiled and ready to be stored

Tab 4: Project Approach

Transition Plan



Step 7: First Day of Service

- Deliver supplies and equipment for each area/location
- Organize janitorial closets and ensure all MSDS binders are in place
- Oversee supervisors and techs to ensure all expectations and duties are clear for a smooth transition and roll out
- Check with point of contact for any last minutes updates or changes
- Oversee initial launch and assess cleaning ability of each tech, addressing any issues or change in staffing needs

Step 8: Post Launch

- Perform all weekly, monthly, quarterly, and annual services within the first two weeks
- Continue to monitor service, routinely spot checking each building
- Work with City of Lancaster point of contact on any initial concerns or changes needing to be addressed
- Continue to train and develop cleaning technicians to increase efficiency
- Make changes as needed, swiftly and smoothly.
- Hold weekly account service reviews for the first 4 weeks
- Monthly reviews as followed

Tab 5: Price Form

Price Form

RFP-25-06 Price Sheet

Location	Year 1	Year 2	Year 3	3-YearTotal
Police Station	\$41,328.00	\$41,328.00	\$42,567.84	\$125,223.84
City Hall Complex	\$42,336.00	\$42,336.00	\$43,606.08	\$128,278.08
Fire Department (Station 81)	\$6,063.32	\$6,063.32	\$6,245.22	\$18,371.86
Public Works	\$21,504.00	\$21,504.00	\$22,149.12	\$65,157.12
DeLand Airport Admin. Building	\$6,451.20	\$6,451.20	\$6,644.74	\$19,547.14
Intermodal Transportation Facility (ITF)	\$3,360.00	\$3,360.00	\$3,460.80	\$10,180.80
Chess Park Restrooms	\$3,360.00	\$3,360.00	\$3,460.80	\$10,180.80
City Health Clinic	\$9,408.00	\$9,408.00	\$9,690.24	\$28,506.24
The Cusack Resource Center	\$4,704.00	\$4,704.00	\$4,845.12	\$14,253.12
Total Cost				\$419,699.00

Miscellaneous Costs	
Emergency call out charge (for maximum of 2 hours of service)	\$23.00
Hourly rate beyond the emergency call out charge	\$25.00
Cost per fabric chair for cleaning as needed	\$13.00
*Special event restroom attendant hourly rate (paid by event organizer directly to the vendor)	\$25.00
Cost per sq ft to shampoo rugs	\$1.25
Cost per sq ft, strip/refinish/wax vinyl floors	\$0.55
Cost per sq ft, grout cleaning	\$0.75
Cost per sq ft, grout sealing	\$0.23

Pricing includes all labor, materials, equipment and operator, transportation and other facilities as necessary and/or required to execute all of the Work.

Tab 5: Required Documents

Required Documents

JANITORIAL SERVICES (CITYWIDE)
RFP-25-06
ACKNOWLEDGMENT OF TERMS, CONDITIONS, AND ADDENDA

Submission price includes all labor, equipment, travel, supplies, and all other resources necessary to provide the services described herein.

PROMPT PAYMENT DISCOUNT

The City of Deland shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70. Contractors may offer cash discounts for prompt payment but they will not be considered in determination of award. If a bidder offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

* If Prompt Payment Discount is offered please state discount and terms:

2% discount if paid in Net 10

ADDENDUM ACKNOWLEDGMENT:

Add. No. 2 Dated 4/1/25 / Add. No. 3 Dated 4/15/25

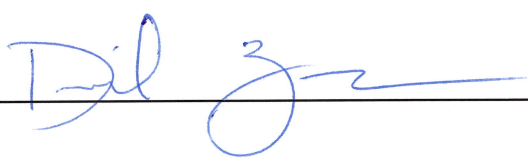
Add. No. 4 Dated 4/16/25 / Add. No. _____ Dated _____

I hereby acknowledge that I have read, understand, and agree to all terms, conditions, insurance, scope of work, specifications and pricing for Proposal # RFP-25-06 / Janitorial Services (Citywide).

VENDOR NAME Southern Cleaning Service, Inc

ADDRESS 13052 US Highway 11, Springville, AL 35146

AUTHORIZED

SIGNATURE 

PRINTED

SIGNATURE David Yance DATE 4/17/2025

TELEPHONE# 205-467-6655 FAX # _____

EMAIL: DYance@scsione.com

2025 FOREIGN PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# F98000002266

Entity Name: LBG MANAGEMENT SERVICES, INC.

Current Principal Place of Business:

13052 US HIGHWAY 11
SPRINGVILLE, AL 35146

Current Mailing Address:

13052 US HIGHWAY 11
SPRINGVILLE, AL 35146

FEI Number: 63-0935427

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title PST
Name GOFORTH, H. DEAN
Address 13052 US HIGHWAY 11
City-State-Zip: SPRINGVILLE AL 35146

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: GOFORTH, H. DEAN

PST

02/06/2025

Electronic Signature of Signing Officer/Director Detail

Date

Daytona Beach City Hall
Cleaning Task Completed Daily

- ☐ Promptly lock and secure buildings by 5:00 P.M. Unlock City Hall for various Board and Commission meetings and secure building when meeting is over.
- ☐ Thoroughly sweep all hard floors, including stairwells.
- ☐ Wet-mop all hard floor areas.
- ☐ Wet-mop all restroom floors, including baseboards, using a neutral cleaner with a disinfectant.
- ☐ Thoroughly clean all restrooms and restroom fixtures, including mirrors, shelves, wash basins, stools, urinals, counters, kick boards, shower stalls, partitions and doors.
- ☐ All restroom equipment to be properly cleaned and disinfected.
 - ☐ Replenish all restroom supplies (toilet tissue, soap, towels, etc.)
 - ☐ Wash Basins will be cleaned with an abrasive cleaner, rinsed with clean water and damp wiped to remove excess water. Shine wash basins with a dry cloth.
 - ☐ Mirrors will be sprayed with a cleaning chemical and wiped clean with dry cloth. A second cloth will be utilized to remove streaks and smears.
- ☐ Toilet bowls will be cleaned and disinfected, include the interior, flush rim, seat, exterior.
- ☐ Urinals will be cleaned and disinfected
- ☐ Any graffiti on any walls or partitions will be removed immediately.
- ☐ Clean all entrance door glass, inside and outside, removing all fingerprints and dirt. All entries will be kept clean removing spider webs from glass from ten feet prior to the door.
- ☐ All trash cans will be emptied (including under any pavilions) and walkway and entry will be swept or blown clean of all debris. Any graffiti will be removed immediately.
- ☐ Clean and disinfect all drinking fountains and clean outside ashtrays.
- ☐ Empty all wastepaper baskets, trash and disposal containers and remove this refuse from the building and building premises.
- ☐ Empty all recycling bins and remove this refuse from the building to the designated recycling dumpster.
- ☐ Empty all recycling bins and remove this refuse from the building to the designated recycling dumpster.
- ☐ Vacuum all carpets.
- ☐ Spot clean all hallway and office carpet as required for spillage or stained areas.
- ☐ Remove all trash from all areas around building, including parking areas and in front of buildings. Sweep or blow all exterior walkways leading to entrances.



REFERENCE FORM

List a minimum of three (3) / maximum five (5) customers for the services specified in the solicitation in the spaces provided.

Note: A contact person shall be someone who has personal knowledge of the Contractor's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. Do not list persons who will be unable to answer specific questions regarding the requirements.

Ref #1. Customer/Client: Sumter County
 Date of Services: Dec 2022 - Dec 2027
 Description of Services: daily janitorial of 46 county buildings, floor care, window washing
 Street Address: 319 E Anderson Ave
 City, State, ZIP Code: Bushnell, FL 33513
 Telephone #: 352-689-4400 Fax #: _____
 Contact Person: Freddie Fudge Email: freddie.fudge@sumtercountyfl.gov

Ref #2. Customer/Client: City of Daytona Beach
 Date of Services: July 2023 - July 2024
 Description of Services: daily janitorial and floor care
 Street Address: 950 Bellevue Ave
 City, State, ZIP Code: Daytona Beach, FL 32214
 Telephone #: 386-671-9743 Fax #: _____
 Contact Person: Frank Angelakis Email: angelakisfrank@cobb.us

Ref #3. Customer/Client: City of South Daytona
 Date of Services: March 2023 - March 2024
 Description of Services: daily janitorial, floor care, pressure washing
 Street Address: 1079 South Ridgewood Ave
 City, State, ZIP Code: South Daytona, FL 32119
 Telephone #: 386-301-7767 Fax #: _____
 Contact Person: Becky Witte Email: Bwitte@southdaytona.org

Ref #4. Customer/Client: Saint Johns County
 Date of Services: 2022 - current
 Description of Services: daily janitorial for 40+ buildings, floor care
 Street Address: 500 San Sebastian Way View
 City, State, ZIP Code: St. Augustine, FL 32084
 Telephone #: 904-669-9709 Fax #: _____
 Contact Person: Allen Karapcik Email: akarapcik@sjcfi.us

Ref #5. Customer/Client: City of Clermont
 Date of Services: Sept 2022 - onward
 Description of Services: daily janitorial, porter service, floor care
 Street Address: 400 12th Street
 City, State, ZIP Code: Clermont, FL 34711
 Telephone #: 352-255-2973 Fax #: _____
 Contact Person: Todd Lewis Email: TLewis@clermontfl.org

CONTRACTOR NAME Southern Cleaning Service, Inc

ADDRESS 13052 US Highway 11, Springville, AL 35146

PRINTED SIGNATURE David Vance

AUTHORIZED SIGNATURE [Signature]

TELEPHONE # 205-467-6655

FAX# _____

DATE 4/17/2025

EMAIL: DYance@scsione.com

**Request for Taxpayer
Identification Number and Certification**
Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Southern Cleaning Service, INC	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☒ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. 13052 US Highway 11 6 City, state, and ZIP code Springville, AL 35146 7 List account number(s) here (optional)	Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

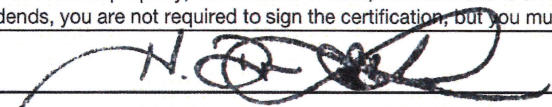
Social security number								
			-				-	
or								
Employer identification number								
6	3	-	0	9	3	5	4	2 7

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person 	Date January 13, 2025
------------------	---	---------------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Client#: 3968

SOUCL

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/23/2024

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

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

PRODUCER Harmon Dennis Bradshaw, Inc. 334-273-7277 P.O. Box 241667 Montgomery, AL 36124		CONTACT NAME: Ashley E Guyon PHONE (A/C, No, Ext): 334 273-7277 FAX (A/C, No): 334-273-9197 E-MAIL ADDRESS: aguyon@hdbinsurance.com	
INSURED Southern Cleaning Service, Inc. 13052 US Hwy 11 Springville, AL 35146		INSURER(S) AFFORDING COVERAGE	
		INSURER A: American International Companies	
		INSURER B: Starstone Specialty Insurance Company	
		INSURER C: United Specialty Insurance Company	
		INSURER D: National Union Fire Ins. Co. of PA	
		INSURER E:	
INSURER F:		NAIC #	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:		3961000	05/01/2024	05/01/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$		82276A244ALI	05/01/2024	05/01/2025	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y ☐ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC011967621	05/01/2024	05/01/2025	PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Excess Liab (2nd)		BUN2430150	05/01/2024	05/01/2025	\$5,000,000 occ/agg
C	Excess Liab (3rd)		BTN2431493	05/01/2024	05/01/2025	\$1,000,000 occ/agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**** General Liability Information ****

Job#: 1

Job#: 3

**** Workers Comp Information ****

(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

Proof of Coverage

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

AUTHORIZED REPRESENTATIVE



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DESCRIPTIONS (Continued from Page 1)

Proprietors/Partners/Executive Officers/Members Excluded:

Dean Goforth, Officer

Dean Goforth, President

Blanket Waiver of Subrogation

**** Supplemental Name ****

First Supplemental Name applies to all policies - Southern Cleaning Service, Inc.

First Supplemental Name applies to all policies - Service Star, Inc.

First Supplemental Name applies to all policies - LBG Management Services, Inc.

Policy# 3961000 - : Service Star, Inc.

LBG Management Services, Inc.

Policy# 3961000 - : Service Star Outdoor Solutions LLC

Policy# 3961000 - : Service Star, LLC.

Policy# 82276A244ALI - : Service Star LLC

Policy# 82276A244ALI - : Dean Goforth

Policy# 82276A244ALI - : Service Star Outdoor Solutions

HUMAN TRAFFICKING AFFIDAVIT

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein and execute this affidavit in order to comply with the requirements of Section 787.06(13), Florida Statutes.

2. I currently serve in the capacity listed below on behalf of the company listed below.

3. The company listed below does not use coercion for labor or services, as those terms are defined in Florida Statute 787.06.

4. This declaration is made in accordance with Florida Statute 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated in it are true.

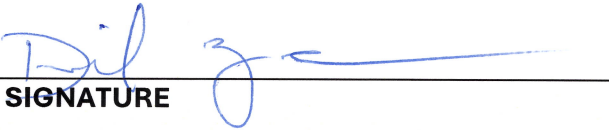
Further Affiant sayeth naught.

Date executed 4/17/2025.

COMPANY

Southern Cleaning Service, Inc

NAME OF BUSINESS ENTITY



SIGNATURE

David Yance - EVP of Business Development

NAME AND TITLE

CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Contract is for more than \$1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the City determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the City shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the City may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts \$1,000,000 and greater, if the City determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the City shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the City may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

Alabama
STATE OF ~~FLORIDA~~

CITY OF Springville

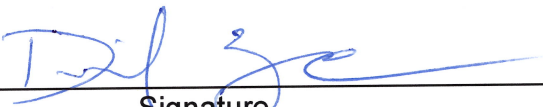
BEFORE ME, the undersigned authority, personally appeared

David Yance, who, being by me first duly sworn, made the following statement:

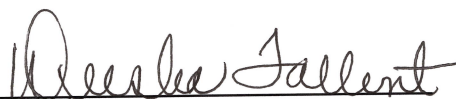
1. The Business address of Southern Cleaning Service, Inc. (name of bidder or Contractor) is 13052 US Highway 11, Springville, AL 35146
2. My relationship to Southern Cleaning Service, Inc. (name of bidder or Contractor) is Executive Vice President of Business Development (relationship such as sole proprietor, partner, president, vice president).
3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a

company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

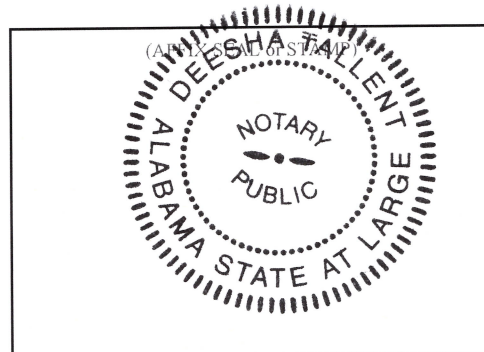
4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.
5. Southern Cleaning Service, Inc (name of the bidder or Contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
6. Southern Cleaning Service, Inc (name of the bidder or Contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.
7. Southern Cleaning Service, Inc (name of the bidder or Contractor) is not engaged in business operations in Cuba or Syria.


Signature

Sworn to and subscribed before me in the state and City first mentioned above on the
17th day of April, 2025.


Notary Public

My commission expires: November 5, 2027



PUBLIC ENTITY CRIME FORM

Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/quote/proposal on a contract to provide goods or services to a public entity, may not submit a bid/quote/proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/quotes/proposals on leases of rental property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Acknowledged: David Yance

Date: 4/17/2025

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Page 99 of 367

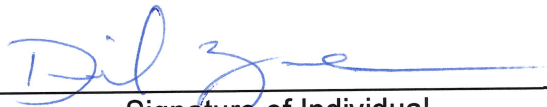
NON-COLLUSION AFFIDAVIT

State of Alabama)

City of Springville)

David Yance being first duly sworn, deposes and says that:

- (1) He/she is the EVP of Business Development, (Owner, Partner, Officer, Representative or Agent) of Southern Cleaning Service, Inc, the Contractor that has submitted the attached Proposal;
- (2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Contractor, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Contractor, firm, or person to fix the price or prices in the attached Proposal or of any other Contractor, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Contractor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Contractor or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

By: 

Signature of Individual

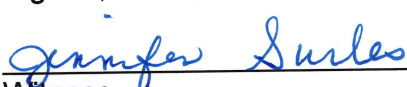
David Yance

Printed Name of Individual

EVP of Business Development

Title of Individual

Signed, sealed and delivered in the presence of:


Witness


Witness

State of Alabama

County of Springville

The foregoing instrument was acknowledged before me this 17 day of April, 2025 by David Yance, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

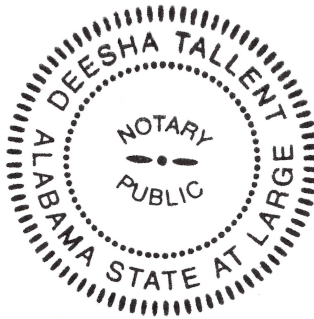
WITNESS my hand and official seal.

Deesha Tallent

NOTARY PUBLIC

Deesha Tallent
(Name of Notary Public: Print, Stamp,
or Type as Commissioned)

November 5, 2027



CITY OF DeLAND
CONFIRMATION OF DRUG-FREE WORKPLACE FORM

In accordance with Section 287.087, Florida Statutes, "[w]henver two or more bids are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection one (1).
- (4) In the statement specified in subsection one (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section."

As the person authorized to sign the statement, I certify that this firm complies with the above requirements and the Florida Statutes Section 287.087. This form is in conjunction with The City of DeLand's General Conditions, Drug-Free Workplace.

Southern Cleaning Service, Inc

Business Name

RFP-25-06, Janitorial Services (Citywide)

Bid Number and Name


Authorized Representative's Signature

4/17/2025

Date

David Yance

Name

EVP of Business Development

Position

SYNOVUS

Synovus Bank, Member FDIC

OFFICIAL CHECK

Before Synovus will replace or reimburse any party for the amount of an Official Check, Synovus may require such additional information, documentation (including a surety bond), and time as is reasonably required by Synovus to evaluate the claim.

1001172547

DATE Apr 11 21, 2025

64-60
611

PAY FIVE THOUSAND DOLLARS AND ZERO CENTS

TO
THE Southern Cleaning Service
ORDER
OF

\$*****5,000.00

REMITTER
FOR City of Deland
Bid Bond

PAYABLE THROUGH SYNOVUS BANK COLUMBUS, GEORGIA

AUTHORIZED SIGNATURE

MP

⑈1001172547⑈ ⑆061100606⑆

30135745⑈



Security features included.
Details on back.

● ENDORSE HERE



CHECK HERE AFTER MOBILE OR REMOTE DEPOSIT

DATE _____

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE *

ORIGINAL
DOCUMENT

[Handwritten signature]
[Handwritten number 333]



The security features listed below, as well as those not listed, exceed industry guidelines.

RS-44

Security Features:

MicroPrint Signature Line

Chemically Sensitive Paper

Authentic Watermark

Security Screen

Foil Guard™

Results of document alteration:

- Small type in signature line appears as dotted line when photocopied
- Stains or spots may appear with chemical alteration
- Authentic watermark not visible when held to light
- Absence of "Original Document" verbiage on back of check
- Omission of Holographic foil design element

® Padlock design is a certification mark of the Check Payment Systems Association

* FEDERAL RESERVE BOARD OF GOVERNORS REG. CC

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we,

Southern Cleaning Service, Inc

(CONTRACTOR)

13052 US Highway 11, Springville, AL 35146

(PRINCIPAL CONTRACTOR ADDRESS)

7900 Belfort Parkway, Jacksonville, FL 32256

(PRINCIPAL CONTRACTOR ADDRESS 2)

205-467-6655

(TELEPHONE NUMBER)

(hereinafter called the "Principal"), whose principal business address and telephone number is as stated above; and

(SURETY)

(SURETY ADDRESS)

(SURETY ADDRESS 2)

(TELEPHONE NUMBER)

(AM BEST, NAIC, OR FEIN NUMBER)

(hereinafter called the "Surety"), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of Alabama and authorized to do business in the State of Florida;

are held and firmly bound unto the City of DeLand , (hereinafter called "Obligee"), in the penal sum of

Five thousand Dollars and no cents (\$ 5000),

good and lawful money of the United States of America, for the payment of which the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The Condition of this Obligation is such, that, should Obligee accept the bid of the Principal for the JANITORIAL SERVIBES (CITYWIDE), RFP No. RFP-25-06, and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the Bidding or Contract Documents with good, qualified and sufficient surety for the faithful performance of such construction for the prompt payment of labor and material furnished in the prosecution thereof, then this obligation shall be null and void; otherwise this bid is to remain in full force and effect for the payment to Obligee of the stated penal sum hereof.

IN WITNESS WHEREOF, we have hereunto set our signatures and seal this _____ day of _____, 20____, all pursuant to due authorization.

(Seal)

Principal

By _____
Surety

By _____
As Attorney-in-Fact (Attach Power of Attorney)

STATE OF _____)
COUNTY OF _____) S.S.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

NAME OF NOTARY PUBLIC (*PRINTED*)

SIGNATURE OF NOTARY PUBLIC

STATE

COMMISSION NUMBER

MY COMMISSION EXPIRES: _____

(AFFIX SEAL or STAMP)

Thank you!



SELECTION COMMITTEE CONSOLIDATED EVALUATION SCORESHEET

MEETING DATE: July 1, 2025 @ 1:30 P.M.

POSTING DATE: July 1, 2025 POSTED BY: Corey McMillen

▼ Committee Member ▼	Building Maintenance Services, Inc.	High Sources Inc.	Klen Space Inc.	Southern Cleaning Service, Inc.
Cindy Bonaccorsy	3	2	4	1
Mike Grebosz	3	1	4	2
Corey McMillen	3	2	4	1
TOTAL POINTS	9	5	12	4
RANKING	3	2	4	1

*** Motion by Mike Grebosz, Second by Cindy Bonaccorsy to enter into contract with top-ranked firm [Unanimous vote]:
Southern Cleaning Service, Inc.

CITY OF DELAND
Request for Commission Action
November 3, 2025

SUBJECT: Consideration re Agreement for Services with Southeast Volusia Humane Society.

DEPARTMENT: Police

PREPARED BY: Jason Umberger, Police Chief

ATTACHMENTS: Southeast Volusia Humane Society Agreement, SEVHS Agreement 24-25 Signed

APPROVED BY: Michael Pleus, City Manager, October 28, 2025

SUMMARY/HIGHLIGHT:

DeLand Animal Services picks up stray dogs, sick or injured cats, and abandoned kittens within the City limits. We hold stray and abandoned dogs at the Second Chance Facility for (3) days allowing the opportunity for the owner to be reunited with their dog. We partner and communicate with area rescue groups in an attempt to place animals into a forever home. The dogs are then transported to Southeast Volusia Humane Society for shelter and adoption. Aggressive dogs and cats are immediately taken to Southeast Volusia Humane Society to be evaluated by their behavioral staff.

This agreement also allows City of DeLand residents to surrender their dogs and cats as well as drop off stray dogs or cats to Southeast Volusia Humane Society at the City's expense.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government and Maintaining a Safe Neighborhood.

SUSTAINABILITY:

Public Safety.

FISCAL IMPACT:

The funds for this service are included in the Police Department budget annually (\$13,000). Please note the cost per impoundment increased from \$100 per animal to \$125 per animal and the fee for each additional day increased from \$20 to \$25.

RECOMMENDATION:

It is recommended that the City Commission approve the FY 25-26 agreement with Southeast Volusia Humane Society Inc.

BACKGROUND/DISCUSSION:

The Second Chance Kennel also houses confiscated animals that are seized as part of an animal cruelty and/or neglect investigation and impounded animals sheltered for other legal situations.

Agreement For Service

Southeast Volusia Humane Society

And The City of Deland, Florida

THIS AGREEMENT Is made effective October 1, 2025, by and between the SOUTHEAST VOLUSIA HUMANE SOCIETY, INC, a Florida nonprofit corporation, hereinafter referred to as the "Humane Society" and the CITY OF DELAND, a body corporate and a politic and a political subdivision of the County of Volusia, hereinafter referred to as the "CITY".

WHEREAS, in order to enforce the laws of the State of Florida, the CITY desires to deliver stray animals to the Humane Society for humane impoundment and the humane disposition of said animals; and

WHEREAS, the Humane Society is organized for the purpose, among others, of preventing cruelty to animals and is interested in ensuring that impounded animals are sheltered in a humane manner and that those animals that must be euthanized are euthanized in a humane manner.

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions, and provisions herein contained, it is expressly agreed and understood as follows:

1.TERM: This Service Agreement shall take effect on the 1st day of October, 2025 and shall remain in full force and effect for a 12-month period ending at midnight September 30, 2026.

2.ANIMAL SHELTER

(a) Humane Society will maintain and operate an animal shelter in a manner adequate for confinement, remedial treatment, and disposal of stray or abandoned dogs, cats, and other domesticated animals, which may be delivered to the Humane Society from all areas within the CITY, and will furnish, at its sole expense all supervision, labor, animal food, tools, supplies, and other things necessary for the satisfactory performance of the service herein agreed to be provided for the fees and charges specified herein. Remedial care shall be provided by the Humane Society at the sole discretion of the shelter staff and Board of Directors.

(b) Humane Society is located at 1200 S Glencoe Rd., New Smyrna Beach, Florida. The shelter's operating hours are Tuesday through Sunday, 11:00 AM to 5:00 PM, closed on Mondays (for the public) and major holidays. The Humane Society reserves the right to

change the location of the shelter and or/its hours of operation. The city will be notified by letter, fax, phone or e-mail prior to any changes in the location, hours or days of operation.

(c) Humane Society will provide means to accept all stray or abandoned dogs, cats and other domesticated animals delivered to the shelter by police or animal control officers or other designated officers appointed by the CITY for this purpose, provided Humane Society has the ability, facilities and the space to impound and control the animals.

(d) Humane Society will accept wild animals, potbellied pigs, hoofed animals and livestock ONLY if it has the ability and facilities to impound and control these animals. The decision to accept or reject these animals shall be solely within the discretion of the Humane Society. The Humane Society shall require people who report injured or stray animals to give their names and current home and post office addresses and to identify the place where the animals involved were located or picked up.

(e) When the CITY delivers an animal to the shelter for impoundment and when the animal bears an identification tag or microchip indicating ownership of the animal, the Humane Society, within one (1) working day after receipt of such animals shall use its best efforts to notify the owner thereof and inform the owner of the procedure whereby the owner can recover the animal. Regardless of the foregoing, any animal suspected of being infected with rabies or which is believed to have bitten or otherwise exposed any person to rabies, shall not be released to its owner until at least a 10 day impoundment period and only with the express approval of the city health department as provided through the department's authorized representatives (see #4).

(f) When a stray dog or cat is delivered to the shelter and is not suspected of rabies or has not bitten or otherwise exposed any person to rabies, the Humane Society shall impound the animal at the cities expense for a period not to exceed 3 days. If the owner has not retrieved the animal within the 3-day time period, the Humane Society shall thereafter provide either for the adoption or humane disposal of such animal in accordance with the humane society's routine methods and procedures and in its sole and absolute discretion.

(g) Humane Society agrees to cooperate with the designated Animal Services Division in the enforcement and implementation of city ordinances and to duly consider requested changes to its rules and regulations as shall further the enforcement and implementation thereof. Because Humane Society works with multiple governmental entities, all changes to any of its rules and regulations will be at the sole and absolute discretion of its Board of Directors.

(h) Humane Society will, at its sole and absolute discretion, humanely euthanize any animal thought to be suffering due to illness or injury, any animal that is thought to have a

contagious condition that could affect the health of other animals in the facility or the health of the general public or has shown signs of aggression that would be a safety risk for the public or the Humane Society staff.

(l) Stray or abandoned animals will be held for a period of three (3) days during which the shelter is open (business days) and all animals bearing identification and/or a microchip will be held for a period of five (5) days during which the shelter is open (business days), before such animal is made available for adoption, rescue or euthanasia unless the animal has been quarantined or impounded for rabies as contemplated in Section 2(e), or otherwise requires more immediate euthanasia pursuant to Section 2(h).

3. BILLING AND PAYMENT: In consideration of this agreement and services to be performed by the Humane Society hereunder, the CITY agrees to pay the Humane Society monthly in arrears the sum of \$125 per animal brought to the Humane Society under these conditions:

(a) Any stray dog, cat, or other domesticated animal received from either the CITY Police or Animal Control Officers; or

(b) Any stray dog, cat, or other domesticated animal from within the city delivered to the Humane Society by a private citizen.

(c) Any animal transferred from the CITY's care as a CITY owner surrender; or

(d) Any domesticated animal surrendered by an owner living within the CITY.

(e) Any offspring born to a pregnant animal from within the city the Humane Society will make a reasonable attempt to get the pregnant animal spayed; CITY understands that this is not always possible.

PART II

1. RABIES IMPOUNDMENT: Humane Society will provide space for the confinement, observation, and care of any stray animal suspected of rabies, or any stray animal which has bitten or otherwise exposed any person to rabies, and shall accept, care for, and if necessary, euthanize and dispose of any animal delivered to the facility, in its sole and absolute discretion. Humane Society shall make available to the city the remains of any animal that becomes ill or otherwise dies impounded or quarantined under suspicion of having rabies, for full laboratory study and examinations. Actual decapitation of rabies specimen animals shall be the responsibility of the CITY.

2. **QUARANTINE IMPOUNDMENT:** The impoundment of stray animals requiring quarantine will be charged at a rate of \$25 per day for a 10 day maximum. All such charges are to be paid by the CITY.
3. **CONFISCATED ANIMALS:** In accordance with Florida statute 828 the Humane Society will agree to accept animals confiscated by the city only when the provisions of Florida statute 828.073 are met (pursuant to court order after petition and hearing). Such an impoundment will be charged at a rate of \$125.00 upon intake and \$25 for each additional day thereafter. The applicable paperwork must be submitted by the seizing agent to the Humane Society within three(3) business days of intake date. All such charges are to be paid by the City.
4. **DANGEROUS DOG LAW:** In accordance with 767.12 and 767.13, Florida statutes it will be the sole responsibility for the Animal Control Authority within the CITY to determine a dog is dangerous and to submit the necessary paperwork required by law, Humane Society will quarantine a stray animal determined to be dangerous by the animal control authority, an impoundment will be charged at the rate of \$125.00 upon intake and \$25 per day thereafter. If at the end of the impoundment the owner is not known, the CITY may request that euthanasia be performed by the Humane Society, provided that the animal poses a threat to public safety. All such charges are to be paid by the CITY.
5. **WILD ANIMALS:** There will be a \$50 fee charged to the CITY for any raccoon, opossum, or any other species of wild animal delivered to the Humane Society for euthanasia. All such charges are to be paid by the CITY.
6. **OWNERS IN CUSTODY, DECEASED, OR HOSPITALIZED:** All animals whose owners are in the custody of law enforcement, or otherwise deceased or hospitalized, may be placed in a bona fide boarding kennel or veterinary clinic at the owners or his/ her estate's expense. Humane Society, at its sole and absolute discretion, will accept any of these animals, and the impoundment fee shall be \$125.00 upon intake and a \$25.00 fee for each day the animal is impounded. All such charges are to be paid by the CITY.
7. **CONFISCATED ANIMALS DUE TO OWNER EVICTION:** All animals seized because of an owner's eviction shall be held for a period necessary to contact the owner by certified mail. The city will be responsible for sending certified mail notices to the owner. Upon receipt of the certified mail, the owner shall be afforded an additional 3

business days to reclaim his/her animal and if the owner reclaims the animal, shall be responsible for all charges associated with the boarding or keeping of such animal. If the animal is not reclaimed by the owner, or the owner is unable to pay, all such charges shall be paid by the CITY at the rate of \$125.00 upon intake and \$25 for each additional day thereafter. As the impounding agency if the CITY chooses not to have the Humane Society hold the animal for the certified mail period, the CITY may submit the animal to the Humane Society as a "stray", in which case the animal will be held for 3 days prior to the disposition as provided for. The CITY agrees to fully indemnify the Humane Society for any and all claims that may arise as a result of the CITY's decision to submit the animal as a "stray". All such charges will be paid by the CITY.

8. FORMS: CITY will supply the Humane Society with the necessary Return to Owner forms to document the return of animals to their owners/caregivers.
9. DOCUMENTATION: To the extent such information is available, the Humane Society will submit to the CITY, with its monthly invoice, the pickup address of all stray animals charged to the CITY's account that were not otherwise impounded by animal control or law enforcement personnel and the names and addresses of all persons claiming a stray animal. CITY understands that the Humane Society is not always able to get accurate information from the public.
10. AMENDMENTS: Both parties will provide each other with at least 30 days advance written notice of any proposed changes to this Agreement. Any amendment to this Agreement shall be in writing and mutually agreed upon by both parties.
11. ENTIRE AGREEMENT: This agreement, along with any exhibits, schedules, or appendices hereto, constitutes the entire Agreement between the parties and supersedes all previous understandings and agreements between the parties, whether oral or written. The parties hereby acknowledge and represent by executing this agreement, that they have not relied on any representation, assertion, guarantee, warranty, collateral contract, or other assurance, except those set forth in this agreement, made by or on behalf of any other party or any other person or entity whatsoever, prior to the execution of this agreement.

IN WITNESS WHEREOF, the SOUTHEAST VOLUSIA HUMANE SOCIETY and the CITY OF DELAND, have executed this Agreement for Services, effective on the date and year set forth above.

CITY OF DELAND

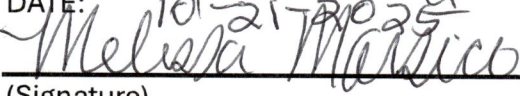
BY:
NAME:
TITLE:
DATE:

(Signature)

BY:
NAME:
TITLE:
DATE:

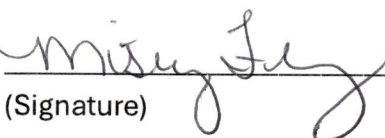
(Signature)

SOUTHEAST VOLUSIA HUMANE SOCIETY

BY:
NAME: Melissa Marsico
TITLE: Pres. of Board
DATE: 10-21-2025


(Signature)

BY:
NAME: misty Florez
TITLE: Treasurer
DATE: 10-21-25



(Signature)

AGREEMENT FOR SERVICE
BETWEEN SOUTHEAST VOLUSIA HUMANE SOCIETY, INC.
AND THE CITY OF DELAND, FLORIDA

THIS AGREEMENT is made effective October 1, 2024, by and between the SOUTHEAST VOLUSIA HUMANE SOCIETY INC., a Florida nonprofit corporation, hereinafter referred to as the "Humane Society," and the CITY OF DELAND, a body corporate and politic and a political subdivision of the County of Volusia, hereinafter referred to as the "CITY." WHEREAS, in order to enforce the laws of the State of Florida, the CITY desires to deliver stray animals to the Humane Society for humane impoundment and humane disposition of said animals, and

WHEREAS, the Humane Society is organized for the purpose, among others, of preventing cruelty to animals and is interested in ensuring that impounded animals are sheltered in a humane manner and that those animals that must be destroyed, are destroyed in a humane manner,

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions, and provisions herein contained, it is expressly agreed and understood as follows:

1. TERM: This Service Agreement shall take effect on the 1st day of October, 2024 and shall remain in full force and effect for a 12-month period ending on midnight between September 30, 2025

2. ANIMAL SHELTER:

(a) The Humane Society will maintain and operate an animal shelter in a manner adequate for confinement, remedial treatment, and disposal of stray or abandoned dogs, cats, and other domesticated animals, which may be delivered to the Humane Society from all areas within the CITY, and will furnish, at its sole expense, all supervision, labor, animal food, tools, supplies, and other things necessary for the satisfactory performance of the service herein agreed to be provided for the fees and charges specified herein. Remedial care shall be provided by the Humane Society at the sole discretion of the shelter's staff and Board of Directors.

(b) The animal shelter is located at 1200 S. Glencoe Road, New Smyrna Beach, Florida. The shelter's operating hours are Monday through Sunday, 11am-5pm; closed on major holidays. The Humane Society reserves the right to change the location of the shelter and/or its hours of operation. The CITY will be notified by letter, fax, phone or email prior to any changes in the location, hours or days of operation.

(c) The Humane Society will provide means to accept all stray or abandoned dogs, cats and other domesticated animals delivered to the shelter by Police or Animal Control Officers or other designated officers appointed by the CITY for this purpose.

(d) The Humane Society will accept wild animals, potbellied pigs, hooved animals and

livestock ONLY if it has the ability and facilities to impound and control these animals. The decision to accept or reject these animals shall be solely within the discretion of the Humane Society. The Humane Society shall require persons who report injured or stray animals to give their names and current home and post office addresses and to identify the place where the animals involved were located or picked up.

(e) When the CITY delivers an animal to the shelter for impoundment and when the animal bears an identification tag or microchip indicating ownership of the animal, the Humane Society, within one (1) working day after receipt of such animal, shall use its best efforts to notify the owner thereof and inform the owner of the procedure whereby the owner can recover the animal. Regardless of foregoing, any animal suspected of being infected with rabies or which believed to have bitten or otherwise exposed any person to rabies, shall not be released to its owner until at least a 10-day impoundment period and only with the express approval of the CITY Health Department, as provided through the Department's authorized representatives (see #4).

(f) When a stray dog or cat is delivered to the shelter and is not suspected of rabies or has not bitten or otherwise exposed any person to rabies, the Humane Society shall impound the animal at the CITY'S expense for a period not to exceed 3 days. If the owner has not retrieved the animal within the 3-day time period, the Humane Society shall thereafter provide either for the adoption or humane disposal of such animal in accordance with the Humane Society's routine methods and procedures and in its sole and absolute discretion.

(g) The Humane Society agrees to cooperate with the designated Animal Services Division in the enforcement and implementation of CITY ordinances and to duly consider requested changes to its rules and regulations as shall further the enforcement and implementation thereof. Because the Humane Society works with multiple governmental entities, all changes to any of its rules and regulations will be at the sole and absolute discretion of its Board of Directors.

(h) The Humane Society will, at its sole and absolute discretion, humanely euthanize any animal thought to be suffering due to illness or injury, any animal that is thought to have a contagious condition that could affect the health of other animals in the facility or the health of the general public, or has shown signs of aggression that would be a safety risk for the public or the Humane Society staff.

(i) Stray or abandoned animals will be held for a period of 3 days during which the shelter is open (i.e., business days), and all animals bearing identification and/or a microchip will be held for a period of 5 days during which the shelter is open (i.e., business days), before such animal is made available for adoption, rescue or euthanasia, unless the animal has been quarantined or impounded for rabies as contemplated in Section 2(e), or otherwise requires more immediate euthanasia pursuant to Section 2(h).

3. **BILLING AND PAYMENT:** In consideration of this agreement and services to be performed by the Humane Society hereunder, the CITY agrees to pay the Humane Society monthly in arrears of the sum of \$100 per animal brought to the Humane Society under these conditions:

- (a) Any stray dog, cat, or other domesticated animal received from either the CITY Police or Animal Control Officers; or
- (b) Any stray dog, cat, or other domesticated animal from within the CITY delivered to the Humane Society by a private citizen; or
- (c) Any stray dog, cat, or other domesticated animal received in the Humane Society's holding cages before or after operating hours; or
- (d) Any animal transferred from the CITY'S care as a CITY owner surrender; or (e) Any domesticated animal surrendered by an owner living within the CITY; or
- (f) Any offspring born to a pregnant animal from within the CITY. The Humane Society will make a reasonable attempt to get the pregnant animal spayed; CITY understands that this is not always possible.

PART II

1. **RABIES IMPOUNDMENT:** The Humane Society will provide space for the confinement, observation, and care of any stray animal suspected of rabies, or any stray animal which has bitten or otherwise exposed any person to rabies, and shall accept, care for, and if necessary, euthanize and dispose of any such animal delivered to the facility, in its sole and absolute discretion. The Humane Society shall make available to the CITY the remains of any animal that becomes ill or otherwise dies while impounded or quarantined under suspicion of having rabies for further laboratory study and examinations. Actual decapitation of rabies specimen animals shall be the responsibility of the CITY.

2. **QUARANTINE IMPOUNDMENT::** The impoundment of stray animals requiring quarantine will be charged at a rate of \$20 per day for a 10-day maximum. All such charges are to be paid by the CITY.

3. **CONFISCATED ANIMALS:** In accordance with Florida Statute 828 the Humane Society will agree to accept animals confiscated by the CITY only when the provisions of Florida Statute 828.073 are met (i.e., pursuant to court order after petition and hearing). Such impoundment will be charged at a rate of \$100 upon intake, and \$20 for each additional day thereafter. The applicable paperwork must be submitted by the seizing agent to the Humane Society within 3 business days (Mon-Sun) of intake date. All such charges are to be paid by the CITY.

DANGEROUS DOG LAW: In accordance with 767.12 and 767.13, Florida Statutes, it will be the sole responsibility for the Animal Control authority within the CITY to determine where a dog is dangerous and to submit the necessary paperwork required by law. The Humane Society will quarantine a stray animal determined to be dangerous by the animal control authority, and impoundment will be charged at the rate of \$100 upon intake and \$20 per day thereafter. If, at the end of the impoundment period, the owner is not known, the CITY may request that

euthanasia be performed by the Humane Society, provided that the animal poses a threat to public safety. All such charges are to be paid by the CITY.

5. WILD ANIMALS. There will be a \$50 fee charged to the CITY for any raccoon, opossum, or any other species of wild animal delivered to the Humane Society for euthanasia. All such charges are to be paid by the CITY.

6. OWNERS IN CUSTODY, DECEASED, OR HOSPITALIZED: All animals whose owners are in the custody of law enforcement, or are otherwise deceased or hospitalized, may be placed in a bona fide boarding kennel or veterinary clinic at the owner's or his/her estate's expense. The Humane Society, at its sole and absolute discretion, will accept any of these animals, and the impoundment fee shall be \$100 upon intake and \$20 for each day the animal is impounded. All such charges are to be paid by the CITY.

7. CONFISCATED ANIMALS DUE TO OWNER EVICTION: All animals seized as a result of an owner's eviction shall be held for a period necessary to contact the owner by certified mail. The CITY will be responsible for sending certified mail notices to the owner. Upon receipt of the certified mail, the owner shall be afforded an additional 3 business days to reclaim his/her animal(s), and if the owner reclaims the animal, he/she shall be responsible for all charges associated with the boarding or keeping of such animal. If the animal is not reclaimed by the owner, or if the owner is unable to pay, all such charges shall be paid by the CITY at the rate of \$100 upon intake and \$20 for each additional day thereafter.

As the impounding agency, if the CITY chooses not to have the Humane Society hold the animal for the certified mail period, the CITY may submit the animal to the Humane Society as a "stray," in which case the animal will be held for 3 days prior to the disposition as provided for. The CITY agrees to fully indemnify the Humane Society for any and all claims that may arise as a result of the CITY'S decision to submit the animal as a "stray." All such charges will be paid by the CITY.

8. FORMS: The CITY will supply the Humane Society with the necessary Return to Owner forms to document the return of animals to their owners/caregivers.

9. DOCUMENTATION: To the extent such information is available, the Humane Society will submit to the CITY, with its monthly invoice, the pickup address of all stray animals charged to the CITY'S account that were not otherwise impounded by Animal Control or law enforcement personnel, and the names and addresses of all persons claiming a stray animal. CITY understands that the Humane Society is not always able to get accurate information from the public.

10. AMENDMENTS: Both parties will provide each other with at least 30 days advance written notice of any proposed changes to this Agreement. Any amendment to the Agreement shall be in writing and mutually agreed upon by both parties.

11. ENTIRE AGREEMENT: This Agreement, along with any exhibits, schedules, or appendices

hereto, constitutes the entire Agreement between the parties and supersedes all previous understandings and agreements between the parties, whether oral or written. The parties hereby acknowledge and represent, by executing this Agreement, that they have not relied on any representation, assertion, guarantee, warranty, collateral contract, or other assurance, except those set forth in this Agreement, made by or on behalf of any other - party or any other person or entity whatsoever, prior to the execution of this Agreement.

IN WITNESS WHEREOF, the SOUTHEAST VOLUSIA HUMANE SOCIETY and the CITY of DELAND, have executed this Agreement for Services, effective on the date and year set forth above.

CITY OF DELAND
SOUTHEAST VOLUSIA HUMANE SOCIETY, INC.
BY:

NAME: CHRIS CLOW MR
TITLE: Mayor
DATE: 3/26/2025

(Signature)

NAME: Karen Spaulding
TITLE: Executive Director
DATE: 7/30/22

(Signature)

NAME: Melissa Marsico
TITLE: Board President
DATE: 7/30/2022

(Signature)

ATTEST:

Julie A. Hennessy, MMC
City Clerk - Auditor

3/17/25

386-299-0503

1/13/2025

CITY OF DELAND
Request for Commission Action
November 3, 2025

SUBJECT: Consideration re Agreement for Services with New Hope Animal Shelter.

DEPARTMENT: Police

PREPARED BY: Jason Umberger, Police Chief

ATTACHMENTS: New Hope Animal Shelter Agreement 25-26

APPROVED BY: Michael Pleus, City Manager, October 28, 2025

SUMMARY/HIGHLIGHT:

The City of DeLand has been operating the Second Chance Facility since July of 2009. The facility temporarily houses cats and dogs that have been collected by the City's animal control officers during the course of his/her duties. The facility allows the opportunity for the animals to be adopted through various rescue groups with which the City has partnered.

It is imperative that the City has a place to take animals in the instances when the Second Chance Facility is full, when the stray animals are not adopted, if the stray animals are considered aggressive, or ones that are in need of immediate medical care. In addition, the City permits residents to surrender domesticated animals to the shelter at the City's expense. Toward that end, the City desires to contract with West Volusia Humane Society, Inc. DBA New Hope Animal Shelter again this year. Contracting with New Hope Animal Shelter and Southeast Humane Society will provide the City with two no-kill shelter options in the event our shelter reaches full capacity.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government and Maintaining a Safe Community.

SUSTAINABILITY:

Safety and Security.

FISCAL IMPACT:

The funds for this service are included in the Police Department's annual budget (\$13,000). Section 3 (b) of the agreement itemizes New Hope Animal Shelter's fees.

RECOMMENDATION:

It is recommended the City Commission approve the Agreement for Services between New Hope Animal Shelter and The City of DeLand.

BACKGROUND/DISCUSSION:

N/A

**AGREEMENT FOR SERVICES BETWEEN WEST VOLUSIA HUMANE SOCIETY,
INC. DBA NEW HOPE ANIMAL SHELTER AND CITY OF DELAND**

THIS AGREEMENT FOR SERVICES is entered into by and between West Volusia Humane Society, Inc., a Florida non-profit corporation, doing business as, New Hope Animal Shelter with its principal address at 800 Humane Society Road, Deland, Florida 32720, ("Humane Society") and the City of Deland, a Florida municipal corporation, with its mailing address at 120 S. Florida Avenue, Deland, FL 32720 ("City").

WHEREAS, in order to effectively and efficiently enforce the laws of the State of Florida and City Ordinances relating to animals, including, stray animals, abandoned animals, neglected animals, or abused animals, the City desires to contract with the Humane Society for certain services, including, the humane impoundment and disposition of certain animals; and

WHEREAS, the Humane Society is organized as a not for profit corporation pursuant to the laws of Florida with the purpose of, among others, preventing cruelty to animals, ensuring that impounded animals are sheltered in a humane manner, and for those animals which must be destroyed, those animals are euthanized in a humane manner; and

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein and for other valuable consideration the receipt and sufficiency of which is hereby acknowledged by the parties' signatures hereto, Humane Society and City agree as follows:

1. RECITALS: The foregoing recitals are true and form a material part of this Agreement upon which the parties have relied.

2. TERM: This Agreement shall take effect on the Effective Date as defined herein and shall remain in full force and effect until September 30, 2026.

3. RENEWALS: Subject to review, approval, and annual budget appropriations by the of the Parties, this Agreement shall automatically renew for four (4) additional one (1) year terms with each renewal term beginning on October 1 and ending on September 30 each year, unless either party gives the other party written notice of its intention not to renew or revisions to this Agreement at least ninety (90) days prior to the expiration of the then current term. Failure on the part of a party to provide timely notification of nonrenewal shall bind the parties to the terms of this Agreement for a full renewal term unless mutually agreed otherwise.

4. ANIMAL SHELTERING SERVICES:

- a. Humane Society shall maintain and operate an animal shelter within Volusia County, City of Deland in a manner adequate for confinement, remedial treatment, and disposal of impounded dogs, cats, or other domesticated animals, which may be delivered to the Humane Society from all areas within the City, and shall furnish, at its sole expense, all supervision, labor, animal food, tools, supplies, and other things necessary for the satisfactory performance of the services necessary herein agreed to be provided.

- b. The animal shelter is located at 800 Humane Society Road, Deland, Florida ("Shelter"). The Shelter's operating hours are Thursday through Tuesday from 9:00 AM until 4:30 PM, with a daily closure from 12:00 PM to 1:00 PM. The Shelter is closed for major holidays as observed by the State of Florida. The Humane Society reserves the right to change the location of the Shelter within Volusia County and its hours of operation so long as any reduction in hours still complies with applicable State laws and County ordinances. The Humane Society shall notify the City in writing at least ten (10) days prior to any changes to the Humane Society's location or hours of operation, including any temporary closures or relocations. In the case of emergency closures or relocations, the Humane Society shall notify the City immediately, but no later than twenty-four (24) hours after the closure or relocation.
- c. Humane Society shall provide a means to accept all stray or abandoned dogs and with prior approval, domesticated cats or other domesticated animals, delivered to the Shelter by the City or other designated agent authorized by the City and citizen. Humane Society shall make its best effort to provide sheltering services to the City upon request and will provide the City with written notice if the Humane Society does not have the present ability, facilities, or capacity to impound and control animals.
- d. Humane Society may accept from the City wild animals, potbellied pigs, hooved animals, or livestock, but not feral or community cats, ONLY if the Humane Society has the present ability and facilities to impound and control the animal. The decision to accept or reject such animals shall be in the sole discretion of Humane Society. The impoundment of such animals may be subject to additional charges by the Humane Society appropriate to the animal. City will only be liable for charges related to wild animals delivered to the Humane Society by either a City of Deland Animal Control Officer or other designated officers appointed by the City.
- e. Humane Society shall not accept from the City or any private citizen claiming that the cat originated from any unincorporated area of the City, any feral or community cat as part of this Agreement, unless agreed otherwise in writing.
- f. Humane Society shall require any person who reports an injured or stray animal which the Humane Society accepts for sheltering, to provide their name, current residential address, contact number or email. Additionally, Humane Society shall require the person to identify the place where the animal was located or picked up.
- g. When the City delivers an animal to the Shelter for impoundment and when the animals bear an identification tag or microchip identifying the owner of the animal, the Humane Society within one (1) business day after intaking such animal, shall use its best efforts to notify the owner and inform the owner of the procedure whereby the owner can recover the animal. If the animal is suspected to be infected with rabies or which is believed to have bitten or otherwise exposed any person to

rabies, shall NOT be released to an identified owner until the requirements for a Rabies Impoundment as provided herein have been satisfied. Animals having identification tags or microchips will be held for a minimum period of five (5) full operational days, before such an animal is made available for adoption, rescue, or euthanasia.

- h. When a stray domesticated animal or abandoned domesticated animal is delivered to the Shelter and its owner cannot be identified and it is NOT suspected of rabies and is NOT believed to have bitten or otherwise exposed any person to rabies, the Humane Society shall impound the animal for a minimum period of three (3) full operational days. If the owner reclaims the animal before the expiration of the 3-day hold period, the Humane Society shall charge the owner for the expense of impounding the animal before releasing the animal to the owner. If the animal is not reclaimed at the end of the 3-day hold period, the Humane Society shall invoice the City for the impoundment period not to exceed four (4) days.
- i. If an animal is not reclaimed by its owner before the expiration of the 3-day hold period, the Humane Society may thereafter provide for the adoption or humane disposal of the unclaimed animal in accordance with the Humane Society's policies and procedures in its sole discretion.
- j. Humane Society agrees to cooperate and assist the Animal Services Division in the enforcement and implementation of City Ordinances related to animals and applicable state statutes. Humane Society agrees to duly consider any requested changes to its policies and procedures which will enhance or improve enforcement of the City's Ordinances or applicable state laws. City acknowledges and understands that the Humane Society works with other governmental entities, so any changes to Humane Society's policies and procedures would be in the sole discretion of the Humane Society.
- k. Any remedial care provided to domesticated animals by the Humane Society while at the Shelter shall be provided in the sole discretion of the Humane Society's staff or Board of Directors. Humane Society will, in its sole discretion, humanely euthanize any animal thought to be suffering due to illness or injury, any animal that is thought to have a contagious condition that would adversely affect the health of other animals in the facility or the health of the general public or has shown signs of aggression that would be a safety risk for the public or Humane Society staff.

5. **BILLING AND PAYMENTS:** In consideration of this Agreement and for the services to be performed by the Humane Society, the City agrees to pay the Humane Society in monthly arrears for services provided in the previous month. The Humane Society shall submit a written invoice itemizing each animal for which services were provided. The Humane Society will charge the following:

13. **DISPOSAL OF WILD ANIMALS:** Humane Society will accept, in its sole discretion, racoons, opossum, or other wild animals from a City of Deland Animal Control Officer or other designated officers appointed by the City who has determined the wild animal is sick or injured for euthanasia and disposal of the wild animals.

14. **FORMS:** City will provide the Humane Society with forms, including, Return to Owner, to document animals claimed or returned to its owner. Humane Society agrees to utilize forms as requested by the City.

15. **DOCUMENTATION:** To the extent such information is available, Humane Society will submit to the City, as part of the monthly invoice, the following information: (a) a list of all stray animals impounded from unincorporated areas of the City by citizens, including the location from which the animal was picked up; and (b) the names and addresses of any person who claimed a stray animal.

16. **SOVEREIGN IMMUNITY:** City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes (as amended). Notwithstanding anything set forth in any Article of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity of limits of liability of City beyond any statutory limited waiver of immunity of limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of City for damages regardless of the number or nature of claims in tort, equity, or contract shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit on any third party for the purpose of allowing any claim against City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

17. **PUBLIC RECORDS:** Humane Society acknowledges that the City of Deland is a political subdivision of the State of Florida, and that any records kept, maintained, or otherwise generated in connection with this Agreement are public records ("Public Records") subject to the disclosure requirements of Article I, Chapter 24 of the Florida Constitution, and Chapter 119, Florida Statutes, unless otherwise exempted or deemed confidential by state statute. In keeping with the foregoing, Humane Society agrees to maintain any Public Records in its possession in accordance with the requirements of Chapter 119, Florida Statutes, and the applicable records retention schedule as established and amended from time to time by the Florida Department of State, Division of Library and Information Services, or any successor agency thereto. Humane Society acknowledges and agrees that because access to, disclosure of, or exemption of records, data, documents, and materials associated with this Agreement are subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), as well as other applicable State and Federal law, access to such public records, may not be blocked, thwarted, or hindered by placing public records in the possession of a third party or an unaffiliated party.

18. **DISCRIMINATION:** Humane Society shall not unlawfully discriminate against any person while providing services pursuant to this Agreement. In performance of this Agreement, Humane Society agrees it shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act ("ADA") in the course of its operations, including Titles I, II

and III of the ADA (as may be applicable regarding nondiscrimination on the basis of disability), and all other applicable federal and state regulations and rules with regard to non-discrimination against individuals with disabilities. If the City, the Department of Justice, or other governmental entity tasked with the enforcement of the ADA ("Enforcement Agency") notes any deficiency in the facilities, practices, services, or operations of the Humane Society pursuant to this Agreement, Humane Society shall, at no additional charge or cost to the City, immediately cure any such deficiencies without delay to the satisfaction of such Enforcement Agency. Humane Society further agrees that it shall, to the extent permitted by law, indemnify, defend, and hold harmless the City against any and all claims, sanctions, or penalties assessed against the City, which claims, sanctions, or penalties arise or otherwise result from the Humane Society's failure to comply with any nondiscrimination law or regulation. In performance of this Agreement, Humane Society agrees that it shall not commit any unfair employment practice in violation of any state or federal law, and that it shall not discriminate against any member of the public, employee, or applicant for employment while providing services to the City because of race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability, and will take affirmative steps to ensure that applicants are employed and employees are treated equally during employment without regard to race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability.

19. COMPLIANCE WITH E-VERIFY: Licensee warrants and certifies it has registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees. Licensee is subject to and agrees to abide by Sections 448.09 and 448.095, Florida Statutes, as may be amended.

20. NOTICES:

- a. All notices required under this Agreement shall be in writing and shall be sent by electronic mail, United States Mail, a national parcel service, or by hand-delivery, addressed to the party for whom it is intended at the place last specified herein. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of a failure to provide reasonable means for accomplishing delivery.
- b. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

In the case of City:
City of Deland
Attn: City Manager
120 S. Florida Ave.
Deland, FL 32720

In the case of Licensee:
Victoria Figueroa, Executive Director
New Hope Animal Shelter
800 Humane Society Road,
Deland, Florida 32720

With copies to:

City of Deland
Attn: City Manager
120 S. Florida Ave.
Deland, FL 32720

21. MISCELLANEOUS:

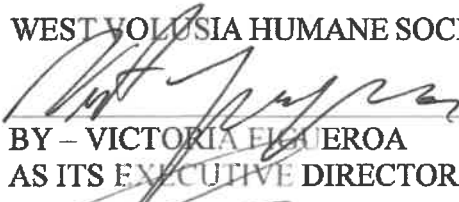
- a. This Agreement sets forth the entire understanding between the parties and supersedes any and all prior oral or written Agreements, understandings, representations or warranties between the parties, except as specified herein.
- b. The obligations under this Agreement which by their nature would continue beyond the termination or expiration of the term of this Agreement shall survive such termination or expiration of the Agreement.
- c. No provision of this Agreement may be changed, altered, modified, or waived except in writing signed by all parties, which writing shall specifically reference this Agreement and the specific provision which the parties intend to waive or modify.
- d. No delay or failure to act by either party to exercise or enforce any right or provision of this Agreement will be considered a waiver thereof. One or more waivers of any covenant or condition by the City shall not be construed as a waiver of a subsequent breach of the same covenant or condition. The subsequent consent or approval to or of an act requiring prior consent or approval shall not be deemed to waive or render unnecessary such consent or approval of future similar act.
- e. This Agreement shall be governed by the laws of the State of Florida without regard to any conflict of laws provisions. In the event of any action arising hereunder, venue shall be proper in a state court of Volusia County, Florida.
- f. This Agreement has been drafted through the joint effort of all parties, and, hence, no ambiguity shall be construed against either party.
- g. Should any provision of this Agreement, as set forth herein be declared illegal or unenforceable by any court of competent jurisdiction, such that it cannot be modified to be enforceable, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect.
- h. Headings of any articles, sections, or paragraphs of this Agreement are for convenience or reference only and are not intended to affect the meaning or interpretation of the terms of this Agreement.

- i. This Agreement is made solely and specifically among and for the benefit of the Parties hereto, and their respective successors and assigns subject to the express provisions hereof relating to successors and assigns, and no other person has or will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.
- j. This Agreement may be executed in counterparts, all of which shall together constitute one instrument.
- k. Each party covenants to the other party that it has the lawful authority to enter into this Agreement and has authorized the execution of this Agreement by an authorized representative of the party.

22. EFFECTIVE DATE: The date of this Agreement shall be the latest date on which all Parties shall have accepted and executed this Agreement. ("Effective Date").

IN WITNESS WHEREOF, the Humane Society and City have executed this Agreement for Services on the Effective Date as defined herein.

WEST VOLUSIA HUMANE SOCIETY, INC. D/B/A NEW HOPE ANIMAL SHELTER


BY – VICTORIA FIGUEROA
AS ITS EXECUTIVE DIRECTOR

10/7/25
DATED


BY – JUSTIN R. CLARK, ESQ
AS ITS LEGAL COUNSEL

10.6.25
DATED

CITY OF DELAND, FLORIDA

BY: _____

Interim City Manager

DATED

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization on this ___ day of _____, 2024, by _____, as _____ for the City of Deland, who is personally known and/or produced _____ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to his best knowledge.

Notary Public Commission:

AGREEMENT FOR SERVICES BETWEEN WEST VOLUSIA HUMANE SOCIETY, INC.
DBA NEW HOPE ANIMAL SHELTER AND CITY OF DELAND

CITY OF DELAND
Request for Commission Action
November 3, 2025

SUBJECT: Consideration re Collective Bargaining Agreement (CBA) with the IAFF Local 4347 Fire Union for FY 2025-2026.

DEPARTMENT: Human Resources

PREPARED BY: Jeremy Wiggins, HR Director

ATTACHMENTS: DELAND PROFESSIONAL FIREFIGHTERS FY 2025-26 FINAL - SIGNED,
DELAND PROFESSIONAL FIREFIGHTERS FY 2025-26 FINAL - STRIKE
AND UNDERLINE

APPROVED BY: Michael Pleus, City Manager, October 27, 2025

SUMMARY/HIGHLIGHT:

City Staff negotiated with IAFF Local 4347 Fire Union representative to reach an agreement for the Fiscal Year 2025-2026 Collective Bargaining Agreement (CBA). Agreed upon changes to the CBA include:

1. Updates to Vacation Accruals of bargaining unit members, reflective of vacation hours earned as a percentage of their annual hours worked.
2. The annual merit wage increase is provided at 2/3% based on the annual performance rating of bargaining unit members.
3. 2.72% market increase to both the minimum starting pay for Firefighter/EMT, resulting in a new starting rate of \$17.00 per hour, and to individual pay rates for bargaining unit members.
4. Establish a Temporary Promotional Pay structure for bargaining unit members assigned to a higher classification on a long-term basis due to an extended absence.
5. The duration of this CBA is one year.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

This contract has a fiscal impact of \$356,972, which is \$153,515 over the budgeted amount of \$253,907. This can be funded from contingency and will be included in a future budget amendment.

RECOMMENDATION:

Staff recommends approval of the attached agreement with IAFF Local 4347 for FY 2025-2026.

BACKGROUND/DISCUSSION:

The job market for Firefighter/EMTs continues to be a competitive market, with other local agencies making large increases to their compensation packages and starting rates for new employees. City Staff approached this negotiation cycle with a plan to balance the need to remain competitive in our compensation approach to retain our highly skilled workforce, and to be able to attract new talent as vacancies, both planned and unplanned, occur throughout the next year. The City of DeLand will remain a leader in the job market for base wages for Firefighter/EMTs and Firefighter/Paramedics with the proposed CBA, while continuing to operate in a fiscally responsible manner and working within the approved City budget.

DELAND PROFESSIONAL FIREFIGHTERS
LOCAL 4347

AND

CITY OF DELAND

COLLECTIVE BARGAINING AGREEMENT
(NON-SUPERVISORY AND SUPERVISORY UNITS)

Fiscal Year 2025-26
(October 1, 2025 – September 30, 2026)

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ARTICLE 1
PREAMBLE

1.1 This Agreement is entered into by and between the City of DeLand, hereafter referred to as the “City,” and the DeLand Professional Firefighters, Local 4347, hereafter referred to as the “Union.”

ARTICLE 2 **RECOGNITION**

2.1 The City recognizes the Union as the exclusive bargaining agent for all employees in the job classifications included in PERC Certification Nos. 1532, 1545 and any subsequent lawful PERC certification(s). All other persons not specifically included by the aforementioned certifications shall be excluded from the bargaining units and shall not be covered by the terms of this Agreement.

2.2 The Union recognizes that the City Manager and his designees are the collective bargaining representatives for the City. The Union further recognizes its obligation to bargain solely and exclusively with the City Manager and/or his designees, and to refrain from any bargaining with the City's elected officials. However, the public employees are allowed to provide information to the legislative body about the bargaining unit's goals and objectives for the negotiation process as well as its progress. After an impasse has been declared, the bargaining representative can no longer have any communication with the legislative body.

ARTICLE 3
SEVERABILITY

3.1 If any provision of this Agreement is rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining provisions of this Agreement shall remain in full force and effect for the term of this Agreement. In the event any provision of this Agreement is lawfully declared invalid, the City and the Union shall meet as soon as practicable to negotiate a replacement provision.

ARTICLE 4
DUES DEDUCTION

4.1 Any member of the Union, who has submitted a properly executed dues deduction card or statement to the City in accordance with a format prescribed or approved by the City, may, by request in writing, have his membership dues, initiation fees, and uniform assessments in the Union deducted from his wages each pay check. Dues, assessments, and initiation fees so deducted from each employee's salary shall be forwarded by the City to the Union, by electronic funds transfer (EFT), within thirty (30) calendar days of the deduction. However, the City shall have no responsibility for any liability for any monies once sent to the Union, nor shall the City have any responsibility or a liability for the improper deduction of dues. The Union shall indemnify the City and hold it harmless against any and all suits, claims, demands, and liabilities which arise out of or by reason of any action taken or not taken by the City to comply with the provisions of this Article.

4.2 It shall be the responsibility of the Union to notify the City of any change in the amount of dues to be deducted at least thirty (30) days in advance of said change. Under no circumstances shall the City be required to deduct Union fines, penalties, political action payments, or special assessments of any kind.

4.3 Any member of the Union may, on thirty (30) days written notice to the City, require that the City cease making deductions from his or her wages. The City will forward a copy of the written notice to the Union prior to ceasing the member's dues deductions.

ARTICLE 5
BULLETIN BOARDS

5.1 The City shall furnish the Union with a space for a bulletin board (not to exceed thirty-six (36) inches by thirty-six (36) inches) at a mutually agreeable location in the Fire Stations, and space for a lockable filing cabinet supplied by the Union at Station 81.

5.2 The Union shall utilize the bulletin board only to post the following:

- A. Notice of Union meetings.
- B. Notice of Union elections and Union election results.
- C. Copies of the Union's Constitution and By-laws and Amendments thereto.
- D. Notice of recreational and social affairs of the Union.
- E. Copy of this Agreement.
- F. Notices of dues (changes).
- G. Names of Local Union officials (and changes thereto).
- H. Local Union and International Union newsletter (i.e., monthly, quarterly, annual, or special publication).
- I. Minutes of Union meetings.

5.3 All materials placed upon the bulletin board by the Union will be initialed by the Union President or his designee. The Fire Chief or his designee shall be furnished with a copy of any material to be posted prior to posting.

5.4 Under no circumstances shall the Union post any notice containing material of a political nature or material tending to directly or indirectly disparage or demean the City or any of its elected or appointed officials or employees.

ARTICLE 6
WORK STOPPAGES

6.1 There shall be no strikes, work stoppages, slowdowns, mass resignations, sickouts, or other job actions or refusal to perform assigned work by the employees covered under this Agreement.

6.2 It shall be a violation of this Agreement for any employee, while on duty, to fail or refuse to cross or pass any picket line or other demonstration if such failure or refusal in any way delays or interrupts performance of work.

6.3 The parties agree that any employee who participates in or promotes any of the aforementioned activities may be discharged or otherwise disciplined by the City. Nothing herein shall restrict the City from levying different disciplinary actions against different employees based on their involvement in activities prohibited hereunder.

6.4 The Union recognizes that the City and the employees covered hereunder are responsible for and engaged in activities which are the basis of the health and welfare of the City's citizens and that, therefore, any violation of this Article would give rise to irreparable damage to the City and the public at large. Should there be any alleged violation of this Article, the Union shall promptly take appropriate action to remedy the situation.

ARTICLE 7
EMPLOYEE DISCIPLINARY PROCEDURES

7.1 The City may discipline employees for cause in accordance with applicable City and Departmental Rules and Regulations. The Grievance and Arbitration Procedure hereunder shall be the exclusive procedure to contest disciplinary actions. The City's grievance procedure shall not apply (or be available) to bargaining unit employees hereunder.

7.2 All employees covered hereunder shall be subject to City and Departmental Rules and Regulations.

7.3 Employees shall have the right to request Union representation at all meetings with management in which disciplinary action to the employee may result. In the event a Union representative is not available at the scheduled meeting time, an employee may be granted up to an additional 48 hours of time to arrange for a Union representative. Interrogations of employees under investigation for conduct in which disciplinary action may result shall be in accordance with the Florida Firefighters Bill of Rights.

7.4 Prior to any suspension or termination, an employee shall be advised of the allegations against him/her and be provided with an opportunity to respond to such allegations. In any meeting to respond to such allegations, the employee, if he/she requests, shall be allowed representation. Suspensions may be implemented in increments and multiples of 8, 12, or 24 hours in the discretion of the Department.

7.5 There shall be no disciplinary action entered into an employee's personnel file without the employee being made aware of such action. Upon request, the City shall provide the employee with a copy of any notice or report of disciplinary action placed in the employee's personnel file.

7.6 No disciplinary action shall be taken against an employee unless and until the employee is so notified.

7.7 Bargaining unit employees serve at the will and pleasure of the City during their new-hire probationary period. As such, new-hire probationary employees may be disciplined or discharged with or without cause, and with or without notice.

7.8 Written reprimands or verbal counselings, which are over three (3) years old, shall not be used as a basis to raise progressively the level of discipline for an offense by an employee but may be referred to for any other purpose, such as to show knowledge of rules or prior issues. All written reprimands or verbal counselings shall remain in the official records.

ARTICLE 8
SENIORITY AND LAYOFFS

8.1 Seniority shall be defined as the length of continuous service in the City calculated from the date of City employment.

8.2 Seniority with regard to classification/rank shall be defined as the length of continuous service in that specific classification within the Fire Department calculated from the date of appointment to that classification/rank. The only exception shall be that if an employee served in a higher classification/rank and was subsequently demoted (voluntarily or involuntarily) to a lower classification, seniority with regard to that lower classification/rank shall be calculated from the date of the employee's original appointment to that classification/rank.

8.3 Seniority shall be terminated upon separation from the City. Employees with the same employment date or promotional date shall be assigned their seniority date in order of their ranking on the eligibility or promotional list, whichever is applicable.

8.4 Seniority shall accumulate during periods of absence where the employee remains in pay status. Seniority is not terminated when an employee is on an approved leave of absence without pay; provided, however, that seniority shall not accrue during any period in which the employee is not in paid status, or in unpaid status as required by law.

8.5 In the event there should be a need to lay off employees in the bargaining unit, such layoff shall be governed by the City's Rules and Regulations.

8.6 Bargaining unit employees shall be subject to recall in accordance with the City's Rules and Regulations.

ARTICLE 9
MANAGEMENT RIGHTS

9.1 The City reserves and retains all rights, powers, prerogatives and authority customarily exercised by management, except as expressly limited or modified by a specific provision of this Agreement.

9.2 The Union and the employees covered under this Agreement recognize and agree that the City has the sole and exclusive right, except as specifically provided for in this Agreement, to manage and direct any and all of its operations. Accordingly, the City specifically, but not by way of limitation, reserves the sole and exclusive right to:

- A. Determine the scope of the service, purpose and organizational structure of the Fire Department;
- B. Exercise control and discretion over the organization and efficiency of operations of the Fire Department;
- C. Set minimum performance standards for service to be offered to the public, including physical performance standards, and set procedures and standards to evaluate employees' performance;
- D. Change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work, funds, or other legitimate reasons which could arise;
- E. Determine the location, methods, means and personnel by which operations are to be conducted; determine whether and to what extent the work required in its operation shall be performed by employees covered by this Agreement;
- F. Change, formulate, or modify duties, tasks, responsibilities or job descriptions, so long as the duties, tasks, and/or responsibilities remain within the generic scope of fire/rescue services, and to formulate and/or amend job descriptions consistent therewith;
- G. Transfer, assign, schedule employees in positions within the organizational structure of the Fire Department, and, in the case of light duty, anywhere within the organizational structure of the Fire Department unless mutually agreed upon;
- H. Change or modify the number, and types, and grades of positions or employees assigned to an organization, unit, division, department, or project; crease, expand, reduce, alter, combine, assign, or cease any job;
- I. Hire, examine, classify and/or otherwise determine the criteria, qualifications and standards of selection for employment;

- J. Require any and/or all bargaining unit employees to submit to an examination and/or testing by a health care professional based upon the reasonable belief that the employee may be unable to perform any or all of his assigned job duties, or as part of any periodic or routine physical;
- K. Lay off and/or relieve employees from duty due to lack of work or lack of funding or any other reason, and to recall employees in accordance with this Agreement;
- L. Determine the allocation and content of job classifications; and determine all training parameters for all City positions, including persons to be trained and the nature, extent and frequency of training;
- M. Merge, consolidate, expand, curtail, transfer, or discontinue operations, temporarily or permanently, in whole or in part, whenever the sole discretion of the City good business judgment makes such curtailment or discontinuance advisable;
- N. Contract and/or subcontract any existing or future work;
- O. Assign overtime work to employees;
- P. Fire, demote, suspend or otherwise discipline employees in accordance with this Agreement;
- Q. Control the use of equipment and property of the City and determine the number and classifications of employees assigned to any shift, station or piece of equipment;
- R. Determine the maintenance procedures, materials, facilities, and equipment to be used, and introduce new or improved services, maintenance procedures, materials, facilities and equipment;
- S. Take whatever action may be necessary to carry out the mission and responsibility of the City in unusual and/or emergency-situations;
- T. Exercise all management rights and prerogatives as determined by the Public Employees Relations Commission, and the state and federal courts of competent jurisdiction.

9.3 The above rights of the City are not all-inclusive but indicate the type of matters or rights which belong to and are inherent in the City in its general capacity as management. Any of the rights, powers, and authority that the City had prior to entering into this collective bargaining agreement, except as expressly limited or modified by a specific provision of this Agreement, are retained by the City.

9.4 If the City fails to exercise any one or more of the above functions from time-to-time, this will not be deemed a waiver of the City's right to exercise any or all of such functions. Likewise, should the Union fail to object to a change or a possible change, this will not be deemed a waiver of the Union's right to object to a subsequent change or possible change.

9.5 If, in the sole discretion of the City Mayor-Commissioner, it is determined that civil emergency conditions exist, including, but not limited to, riots, civil disorders, hurricane conditions, or any similar or dissimilar catastrophe, the provisions of this Agreement may be suspended by the City Manager during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

9.6 The exercise of the management rights set forth above shall not preclude the Union or any employee covered hereunder from filing a grievance under the Grievance and Arbitration Procedure herein should the Union or the employee feel that the action taken by management violated a specific provision of this Agreement.

9.7 Nothing contained in this Article shall be construed to waive the Union's right to engage in impact bargaining as to the exercise of any of the management rights enumerated above where Florida law requires such bargaining.

9.8 The City shall defend and hold harmless, in accordance with applicable law, employees sued as a result of their good faith attempts to comply with City and Department operational policies.

ARTICLE 10
GRIEVANCE AND ARBITRATION PROCEDURE

10.1 Bargaining unit employees will follow all written and verbal orders given by superiors even if such orders are alleged to be in conflict with the Agreement. Compliance with such orders will not prejudice the right to file a grievance within the time limits contained herein, nor shall compliance affect the ultimate resolution of the Grievance.

10.2 A “grievance” is a claimed violation of this Agreement, including but not limited to the claim that a discharge or other disciplinary action violated a specific provision of this Agreement. No grievance will or need be entertained or processed unless presented in the manner described herein, and unless filed in a manner provided herein within the time limit prescribed herein. A grievance may be filed by a bargaining unit employee or by the Union; however, only the Union may advance a grievance to arbitration, unless the Union’s refusal to advance the grievance to arbitration is because the employee is not a dues paying Union member. In either case, the procedure to be followed will be the same. Grievances regarding discipline of written reprimands or below cannot be advanced to arbitration. The grievant (whether it be the Union or an individual employee) and management may agree to waive Step 1 in any grievance. Grievances which are filed by the Union on behalf of the Union itself or the entire bargaining unit shall be filed with the Fire Chief or his designee at Step 2, within the time period prescribed in Step 1.

10.3 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 Deputy Chief or his designee within ten (10) calendar days of when the grieving party knew or should have known of the occurrence of the event(s) which gave rise to the grievance on the prescribed grievance forms which shall be standard forms used throughout the grievance procedure. The grievance shall be signed by the employee and shall state: (a) The date of the alleged events which gave rise to the grievance; (b) the specific Article or Articles and paragraphs of this Agreement allegedly violated; (c) statement of fact pertaining to or giving rise to the alleged grievance; and (d) the specific relief requested. The Deputy Chief or his designee shall, within twenty (20) calendar days after presentation of the grievance, render his decision on the grievance in writing with copies to the grievant (if an individual employee), the Union, the Fire Chief, and the Human Resources Director.

STEP 2: Any grievance which cannot be satisfactorily settled with the Deputy Chief or his designee shall then be taken up with the Fire Chief or his designee. The grievance as specified in writing in Step 1 above, shall be filed with the Fire Chief or his designee within ten (10) calendar days after the Deputy Chief’s response in Step 1 above or the due date for response, whichever comes first. The Fire Chief and/or his designee shall meet with the grievant (whether it be an individual employee or the Union), the Union Steward, and the Union Representative (non-employee) and shall, within twenty (20) calendar days after such meeting, render his decision on the grievance in writing, with copies to the Grievant (if an individual employee), the Union, and the Human Resources Director.

STEP 3: Any grievance which cannot be satisfactorily settled in Step 2 above shall then be taken up with the City Manager or his designee. The grievance as specified in writing in Step 1 above shall be filed with the City Manager within ten (10) calendar days after the Fire Chief's Response in Step 2 above or the due date for response, whichever comes first. The City Manager or his designee shall issue his decision in writing on the grievance (with copies to the Grievant, the Union, the Fire Chief, and the Human Resources Director) within twenty (20) calendar days after presentation of the grievance at this step. If the City Manager or his designee deems appropriate, he may meet with the grievant, the Union Steward, and the Union Representative (non-employee) prior to issuing his decision.

10.4 If the grievant (whether it be the Union or an individual employee) is not satisfied with the City Manager's decision in Step 3 above, the grievant may request arbitration by hand delivery or by facsimile (with simultaneous mailing by regular mail) or by certified or registered mail of a written notice to the City Manager within twenty (20) calendar days of receipt of the City Manager's written decision. Said written notice of arbitration shall include a written statement of the position of the Union (or the individual employee) with respect to the issues upon which arbitration is being sought. Under no circumstances shall the issues to be arbitrated be expanded from the issues set forth in the original grievance filed at Step 1 of the grievance procedure.

10.5 Within ten (10) calendar days from receipt of such notice of arbitration, the party requesting arbitration shall request a list of nine (9) qualified arbitrators with residences in Florida from the Federal Mediation and Conciliation Service. The Union and the City will alternately eliminate one at a time from said list of names, with the party requesting arbitration going first, persons not acceptable, until only one (1) remains and this person will be the arbitrator. Either party may request one (1) additional panel.

10.6 As promptly as possible after the arbitrator has been selected, he/she shall conduct a hearing between the parties and consider the grievance. The decision of the arbitrator will be served upon the individual employee or employees involved, the City and the Union in writing. It shall be the obligation of the arbitrator to make his best effort to rule within thirty (30) calendar days after the hearing. The expenses of the arbitration, including the fee and expenses of the arbitrator, shall be equally divided between the parties. Any party desiring a transcript of the hearing shall bear the cost of such transcript unless both parties mutually agree to share the cost. Each party shall be exclusively responsible for the compensation and expenses of its own witnesses and of its own representatives for purposes of the arbitration hearing.

10.7 The arbitrator will confine his consideration and determination to the written grievance presented in Step 1 of the grievance procedure. The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or amendment thereto. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or which is not a grievance as defined in this Agreement; nor shall this Collective Bargaining Agreement be construed by the arbitrator to supersede applicable state and federal laws.

10.8 The arbitrator may not issue declaratory opinions and shall confine himself exclusively to the grievance which is presented to him, which grievance must be actual and existing. The arbitrator's decision shall be final and binding; provided, however, that either party shall be entitled to seek review of the arbitrator's decision in the Circuit Court.

10.9 No decision of any arbitrator or of the City in any one case shall create a basis for retroactive adjustment in any other cases. All claims for back wages shall be reduced by any unemployment compensation and/or interim earnings that the grievant may or might have received during the period involved.

10.10 The resolution of any grievance by the arbitrator or by the parties resulting in retroactive adjustment, including back wages, shall be limited to a thirty (30) day period prior to the date of the filing of a grievance at Step 1.

10.11 It is agreed with respect to this grievance and arbitration procedure that:

- A. It is the intent of the parties that a grievance must be raised at the earliest possible time. Any grievance in order to be entertained and processed must be submitted in a timely manner by the grievant (whether the grievant be the Union or an individual employee).
- B. Grievances not submitted by the grievant in a timely manner shall be conclusively barred on the merits following the expiration of the prescribed time limit. Such a time barred grievance need not be entertained or processed, and only facts disputed as to timing will be the subject of any arbitration resulting from the matter until such time as an arbitrator deems the grievance not to be time-barred. A grievance which is for any reason not the subject of a timely response by the City or by the Department shall require the grievant to proceed to the next step.

10.12 Nothing in this Agreement shall prohibit the presence of a Union representative at all steps provided in this procedure. In matters involving a formal grievance, the Union shall be given the opportunity to be present at any meeting called for the resolution of such grievance.

10.13 Neither the Union nor the City shall have any obligation to pay any legal or arbitration fees and/or costs on behalf of any bargaining unit employee who advances a grievance on his/her own. Such fees and/or costs shall be borne by the individual.

10.14 The Grievance and Arbitration procedure set forth herein shall be the sole and exclusive procedure available to bargaining unit employees to contest any alleged violation of this Agreement, including, but not limited to, any claim involving a discharge or other disciplinary action. The parties hereby agree that the City's grievance and/or appeals procedures shall not be applicable or available to the employees covered by this Agreement.

10.15 Neither new-hire probationary employees on their own, nor the Union on their behalf, shall have the right to file a grievance or arbitrate any performance review or disciplinary action, including termination, of probationary employees.

ARTICLE 11
RULES AND REGULATIONS

11.1 The employees covered hereunder shall comply with all rules, regulations, policies, procedures and operating bulletins of the City, the Department and the Division, and any amendments thereto, except as superseded or modified herein.

11.2 Should the City, the Department, or the Division amend or modify any of the aforesaid rules, regulations, policies, or procedures, a courtesy copy of any such new (or amended) rule, regulation, policy, procedure, or operating bulletin shall be mailed or delivered to the Union (or the Union's employee representative within the Fire Department) at least ten (10) business days prior to implementation. Nothing herein shall restrict the City, the Department, or the Division from implementing any new (or amended) rule, regulation, policy, procedure, or operating bulletin prior to the expiration of ten (10) business days if operational necessity requires such earlier implementation.

11.3 The Union shall be furnished a copy of all current and subsequently amended written rules, regulations, policies, procedures, and operating bulletins pertaining to employer-employee relations and distributed to members of the bargaining unit.

11.4 No disciplinary action will be taken for a violation of a new (or amended) rule, regulation, policy, procedure, or operating bulletin until the employee has actual knowledge or the passage of at least six (6) calendar days after dissemination to the employees, whichever is earlier. For the purpose of this Article, dissemination of such new (or amended) rule, regulation, policy, procedure, or operating bulletin shall be via electronic mail, telecommunication, station briefing, bulletin board posting, personal distribution, or any other appropriate means.

ARTICLE 12
UNION BUSINESS

12.1 The City shall recognize three (3) Union representatives (or any substitutes designated in writing) to represent bargaining unit employees. A written list of the Union representatives shall be furnished to the Human Resources Director and the Fire Chief prior to the effective date of the Union representatives assuming their duties. Prompt written notification of changes in the Union representatives shall be provided to the Human Resources Director and the Fire Chief. No Union representatives will be recognized by the City unless such written notification was presented prior to such Union representative assuming his/her duties.

12.2 The Union representatives shall be paid by the City only when they perform assigned fire/rescue duties and/or work directed by the City. To the extent that these employees wish to perform Union duties (such as negotiations, grievance processing, attending Union conventions, etc.) during their normal work schedules, they may utilize vacation leave; provided, however, that they comply with the rules otherwise applicable to vacation leave. The Union representatives shall not be required to utilize vacation leave where their attendance at meetings during working hours is specifically requested by the City.

ARTICLE 13

BENEFITS AND LEAVE

13.1 The City shall provide bargaining unit employees benefits and leave in accordance with the City's Rules and Regulations, except as provided herein.

13.2 For scheduling purposes, the City shall allow the Fire Department to front-load all holiday hours to the beginning of the Fiscal Year. Any bargaining unit member who has not already elected to be paid for part or all of their holiday leave is required to utilize all holiday time as has been already designated. The Fire Chief or his designee has the absolute discretion and authority on assigning and scheduling holiday pay-designated leave. Bargaining unit members shall not be paid by the City for holiday leave assigned and not taken prior to the end of each Fiscal Year (though the Fire Chief or his designee retains the discretion to attempt to schedule any unused holiday leave from that Fiscal Year to be exhausted by October 31 of that calendar year). Any bargaining unit employees who depart City employment for any reason prior to the end of the Fiscal Year shall be required to reimburse the City for all holiday leave taken and not yet accrued (accrued at a rate of 5.08 holiday hours per pay period). The City is authorized to deduct any such reimbursements from the departing bargaining unit member's last pay from the City.

13.3 Holiday Pay: This article is intended to define the appropriate rate of pay to be utilized for bargaining unit employees when they work on a city-recognized holiday. For this article, a holiday period is defined as a twenty-four (24) hour cycle starting at midnight and ending at midnight. Bargaining unit employees who work on a shift that overlaps with a City-recognized holiday shall be paid 1.5 times their base hourly rate of pay for all time actually worked on the holiday. When bargaining unit employees are held-over their normal shift time to work on a City-recognized holiday, they shall be paid double time their applicable rate of pay only for the holiday time actually worked while being held-over after their normal shift. For purposes of this article, holidays shall be New Year's Day, Martin Luther King Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving, the Friday immediately following Thanksgiving, Christmas Eve and Christmas.

13.4 Bargaining unit employees shall be included in any Wellness Incentive Program instituted by the City on the same basis as other employees.

13.5 The City may pass on any increases in health insurance premiums or costs to bargaining unit employees on the same basis as other employees.

13.6 Only those bargaining unit employees hired before October 1, 2008 shall be eligible to participate in the retirement check program pursuant to City Rules and Regulations. Bargaining unit employees hired on or after October 1, 2008 shall not participate in the retirement check program.

13.7 Bargaining unit employees shall be entitled to use a total of two (2) Personal Days each fiscal year. The two 24-hour Personal Days must be used during the year accrued and used in twelve (12) hour increments. Scheduling shall be handled in accordance with applicable Department policies.

13.8 Bargaining unit employees shall accrue twelve (12) hours of sick per month equal to 5.54 hours per pay period.

13.9 Bargaining unit employees hired on or after October 1, 2012 upon retirement may cash-in accrued but unused sick hours at a rate of 50% of unused balance up to a maximum of 600 hours cash in. Bargaining unit employees prior to October 1, 2012 upon retirement may cash-in accrued but unused sick hours at a rate of 50% of unused balance up to a maximum of 760 hours cash in.

13.10 Bargaining unit employees who are on shift and working during the City-wide Hurricane Luncheon will be allowed to add four hours of compensation time.

13.11 Bargaining unit employees who are on shift and working during the City Holiday Luncheon will be allowed to add four hours of compensation time.

ARTICLE 14
TRANSFERS AND REASSIGNMENTS

14.1 Except as otherwise provided in this Agreement, transfers and reassignments shall be in accordance with applicable Department rules, policies, and procedures.

ARTICLE 15 **PROMOTIONS**

15.1 Promotional procedures and eligibility for promotions to positions included in the bargaining units under Article 2 (Recognition) shall be in accordance with applicable City Rules and Regulations and Fire Department policies.

15.2 Promotional procedures and eligibility for promotions to positions excluded from the bargaining units under Article 2 (Recognition) shall be at the City's discretion.

15.3 In any promotional process for Engineer/EMT, the City shall add points to the appropriate section or final numerical score for documented attainment of degrees as follows:

- Associate of Arts, Associate of Science and Associate of Applied Science degrees will earn one (1) point; or
- Bachelor of Arts, Bachelor of Science, and Bachelor of Applied Science or higher degree will earn two (2) points.

15.4 Effective October 1, 2015, upon being promoted to the Engineer classification or to the Lieutenant classification, an employee's pay will be adjusted to the greater of 10% over the employee's previous pay or the minimum of the range for the new position. Effective October 1, 2016, upon being promoted to the Lieutenant classification, an employee's pay will be adjusted to the greater of 15% over the employee's previous pay or the minimum of the range for the new position. Upon being promoted, an employee shall serve a twelve (12) month promotional probationary period, and the employee shall be returned to his/her prior position if the employee fails to complete the probation satisfactorily as determined by the City. If an employee is promoted and then demoted during the promotional probationary period, the employee upon demotion shall have his/her wages decreased by an amount equal to the amount of increase received upon promotion.

ARTICLE 16
WORK PERIOD AND OVERTIME

16.1 The City shall provide bargaining unit employees overtime and/or compensatory time in accordance with the City's Rules and Regulations, and applicable practices such as sick leave not counting as time worked for overtime.

16.2 Employees in Firefighter, Engineer, Lieutenant and any other classifications covered hereunder shall normally be scheduled to work twenty-four (24) hour shifts, twenty-four (24) hours on duty and forty-eight (48) hours off duty. Employees in the Firefighter, Engineer, Lieutenant and any other classifications covered hereunder shall be paid for a minimum of one hundred and twelve (112) hours per pay period, six (6) of which shall be paid at time and one-half.

16.3 Shift hours shall be 7:00 am to 7:00 am the following day (24 hours).

16.4 On-coming shift personnel shall be in the station and ready for duty by 0700 hours. When an employee does not report for duty at the scheduled time, the shift supervisor shall call the employee's home to perform a welfare check and to advise the employee that he/she is considered absent without leave (AWOL). The employee shall be given a written reprimand for the first occurrence; an 8-hour suspension for the second occurrence within 2 years of the first occurrence; a 24-hour suspension for the third occurrence within 2 years of the first occurrence; and multiple 24-hour suspensions or discharge for the fourth occurrence within 2 years of the first occurrence.

16.5 All overtime shall be consistent with the Fire Department overtime policy as of the date of this Agreement.

ARTICLE 17
NO SMOKING POLICY

17.1 All employees covered hereunder shall be prohibited from smoking cigarettes, cigars, pipes, or otherwise using tobacco products of any nature in any City owned building or vehicle, in any public or private place where smoking is prohibited by state law or City ordinance, or while on a call. Employees hired after October 1, 2007, shall be prohibited from using tobacco products on or off duty. Employees hired prior to October 1, 2007 shall have up to and including September 30, 2013 to come into compliance with the prohibition from using tobacco products while on duty. The City shall provide smoking cessation services to assist any bargaining unit employees in coming into compliance with this prohibition. Any employee who violates this Article will be subject to appropriate disciplinary action up to and including termination.

ARTICLE 18
ALCOHOL AND DRUG TESTING

18.1 Bargaining unit employees shall be subject to the City's Drug Free Workplace Policy as outlined in the City Rules and Regulations Administrative Policies. Employees covered hereunder may be required to take a drug/alcohol test pursuant to any random testing program not prohibited by applicable law.

ARTICLE 19
VACATIONS AND LEAVES OF ABSENCES

19.1 The City shall provide bargaining unit employees vacations and leaves of absences in accordance with the City's Rules and Regulations. Bargaining unit members shall accrue vacation leave per pay period, calculated as a percentage of their scheduled annual hours, as follows:

Years of Service	Annual Vacation Hours Accrual Percentage	Bi-weekly Vacation Hours Accrual (based on 2912)
0-5 Years	5.49%	6.15
6 Years	6.04%	6.76
7 Years	6.60%	7.39
8 Years	7.14%	8.00
9 Years	7.69%	8.61
10+ Years	8.24%	9.23

19.2 Shift trades shall be handled in accordance with the Department's EOT policy.

19.3 Scheduled leave shall be handled in accordance with applicable Department policies.

ARTICLE 20
WAGES AND COMPENSATION

20.1 For the term of this Agreement, entry level rate of pay for Firefighter/EMTs shall be \$17.00 per hour.

20.2 For Fiscal Year 2025-26, all bargaining unit employees shall receive a 2.72% market increase.

20.3 Bargaining unit employees who received an overall rating of “meets standards” on their most recent annual performance evaluation shall receive an additional two percent (2%) increase in their hourly rate of pay for Fiscal Year 2025-26.

20.4 Bargaining unit employees who received an overall rating of “exceeds standards” or greater on their most recent annual performance evaluation shall receive an additional three percent (3%) increase in their hourly rate of pay for Fiscal Year 2025-26.

20.5 Probationary employees shall not receive their merit increase for Fiscal Year 2025-26 unless and until they are passed from probationary status.

20.6 All wage increases set forth herein are reflected in Exhibit 1.

20.7 All wage increases set forth herein shall take effect at the beginning of Fiscal Year 2025-26, with a retroactive effective date of September 20, 2025.

20.8 The Fire Chief or designee shall have the discretion to approve a higher starting rate of pay for anyone who is hired or transferred into a bargaining unit position and has prior fire, EMT and/or paramedic experience.

20.9 Wage increases, if any, after September 30, 2026, shall be established solely through the collective bargaining process.

20.10 All bargaining unit members who possess a State of Florida paramedic license and have been approved by the Volusia County Medical Director to work under his/her license shall receive an annual stipend of \$11,000.00 for fiscal year 2025-26.

20.11 During the term of this Agreement, bargaining unit employees shall be eligible to receive “incentive pay” in the amount of \$30 per two-week pay period per certification listed below. To be eligible for incentive pay, a bargaining unit employee must successfully complete and currently maintain at least one certification identified in Category A or B, and the bargaining unit employee may receive additional incentive pay for each certification earned up to a maximum of 4 in Category A and up to a maximum of 6 in Category B.

Category A	Category B
Fire Inspector I	Rope Technician
Fire Inspector II	Confined Space Technician
Fire Service Instructor (I, II, or III)	Vehicle/Machinery Technician
Fire Investigator I	Structural Collapse Technician
Live Fire Training Instructor I or II	Trench Rescue Technician
Safety Officer	Haz-Mat Technician

20.12 A maximum of 15 bargaining unit employees are eligible to be compensated for the Live Fire Training Instructor I or II incentive pay at any given time.

20.13 In addition to the Category A and B incentives, bargaining unit employees shall be eligible to receive “incentive pay” in the amount of \$25 for Fire Officer I, \$35 for Fire Officer II, \$45 for Fire Officer III, or \$55 for Fire Officer IV certification (whichever is highest) per two-week pay period.

20.14 All bargaining unit members (no more than 16 members) assigned to the City’s Honor Guard shall receive a stipend of \$30 per two-week pay period and one additional Honor Guard Commander shall receive a stipend of \$60 per two-week pay period. Honor Guard appointments and stipend requests shall be directed to the City’s Fire Administration and shall be determined at the unilateral discretion of the Fire Chief or designee.

20.15 Up to a maximum of 10 bargaining unit members who are certified CPR Instructors shall receive a stipend of \$30 per two-week pay period. CPR stipend requests shall be directed to the City’s Fire Administration and shall be determined at the unilateral discretion of the Fire Chief or designee.

20.16 Up to a maximum of three bargaining unit members are eligible for a stipend as SCBA Technicians. The Lead SCBA Technician shall receive a stipend of \$60 per two-week pay period, and the other SCBA Technicians shall receive a stipend of \$30 per two-week pay period. SCBA appointments and stipend requests shall be directed to the City’s Fire Administration and shall be determined at the unilateral discretion of the Fire Chief or designee.

20.17 Only one bargaining unit member shall be eligible for a stipend as Technical Rescue Equipment Manager. The Technical Rescue Equipment Manager shall receive a stipend of \$60 per two-week pay period. Technical Rescue Equipment Manager appointment and stipend requests shall be directed to the City’s Fire Administration and shall be determined at the unilateral discretion of the Fire Chief or designee.

20.18 Up to a maximum of three bargaining unit members who are certified Paramedic FTO (Field Training Officer) shall receive a stipend of \$60 per two-week pay period. At the discretion of the Fire Chief temporary FTO appointments may be made for operational needs. Paramedic FTO appointments and stipend requests shall be directed to the City’s Fire Administration and shall be determined at the unilateral discretion of the Fire Chief or designee.

20.19 It is the responsibility of all bargaining unit employees to successfully complete and maintain all licenses and certifications, to provide appropriate updates and documentation of all licenses and certifications and to keep them all current to be eligible for the additional payments referenced in this Article. Bargaining unit members have a duty to timely notify the City upon the expiration of any license, certification and/or eligibility for stipend, and the City maintains the right to recover directly from any bargaining unit member who was paid but ineligible for stipend and/or incentive payment(s).

20.20 The City shall require that third parties provide a four (4) hour minimum for bargaining unit employees for any approved off-duty special detail scheduled through or facilitated by the City.

ARTICLE 21
TEMPORARY ASSIGNMENT TO A HIGHER CLASSIFICATION

21.1 Working Out of Classification Pay: Those bargaining unit members temporarily assigned to work in a higher classification shall receive the following compensation:

A. Employees in the Engineer classification covered hereunder who are temporarily assigned to, and actually work, in the classification of Lieutenant, will be paid extra compensation consisting of a 10% percent adjustment to their hourly rate of pay for all consecutive hours actually worked in the Lieutenant classification.

B. Employees in the Lieutenant classification covered hereunder who are temporarily assigned to, and actually work, in the classification of Battalion Chief will be paid extra compensation consisting of a 10% percent adjustment to their hourly rate of pay for all consecutive hours actually worked in the Battalion Chief classification.

C. Employees in the Firefighter classification covered hereunder who are temporarily assigned to, and actually work, in the classification of Engineer will be paid extra compensation consisting of a 10% adjustment to their hourly rate of pay for all consecutive hours actually worked in the Engineer classification. Employees who qualify for this 10% increase for temporarily working out-of-class as Engineer shall be ineligible during this time period to also receive a Relief Driver Stipend (as is set forth in 21.3).

21.2 Temporary Promotion Pay: Those bargaining unit members temporarily promoted to work in a higher classification shall receive the following compensation:

A. Employees in the Engineer classification covered hereunder who are temporarily promoted to, and actually work, in the classification of Lieutenant, will be paid extra compensation consisting of a 15% percent adjustment to their hourly rate of pay for all consecutive hours actually worked in the Lieutenant classification.

B. Employees in the Lieutenant classification covered hereunder who are temporarily promoted to, and actually work, in the classification of Battalion Chief will be paid extra compensation consisting of a 15% percent adjustment to their hourly rate of pay for all consecutive hours actually worked in the Battalion Chief classification.

C. Employees in the Firefighter classification covered hereunder who are temporarily promoted to, and actually work, in the classification of Engineer will be paid extra compensation consisting of a 10% adjustment to their hourly rate of pay for all consecutive hours actually worked in the Engineer classification. Employees who qualify for this 10% increase for temporary promotion as Engineer shall be ineligible during this time period to also receive a Relief Driver Stipend (as is set forth in 21.3).

D. A temporary promotion is defined as when a bargaining unit member is assigned to and assumes the rank of a higher classification for an extended period of time due to an absence

of military leave, FMLA leave, an extended worker's compensation injury, management need, or similar leave based on designation by the Fire Chief or their designee.

21.3 Employees in the Firefighter classification who meet the requirements established by the Department for the assignment of Relief Driver shall be provided a stipend of \$30 per pay period (except as provided in 21.1 C). This stipend shall be discontinued upon the Firefighter's promotion to the classifications of Engineer or Lieutenant.

ARTICLE 22
WELLNESS SCANS AND PHYSICAL ASSESSMENT TESTING

22.1 The City shall provide bi-annual wellness testing and scans to bargaining unit employees. Such testing and scans shall include ultrasound scans, cardio-pulmonary testing, comprehensive laboratory analysis, and a medical exam through the City Clinic or other providers chosen by the City. Carry-over bargaining unit employees shall remain on the bi-annual schedule as was previously established. Newly hired bargaining unit employees will be slotted in one of these two groups at the discretion of the Fire Chief or his designee. Testing shall be determined and scheduled at the discretion of the Fire Chief or his designee.

22.2 The City shall provide bi-annual CPT cardiac testing to bargaining unit employees. Such testing shall be conducted through a medical exam to be determined by the City. Carry-over bargaining unit employees shall remain on the bi-annual schedule as was previously established. Newly hired bargaining unit employees will be slotted in one of these two groups at the discretion of the Fire Chief or his designee. Testing shall be determined and scheduled at the discretion of the Fire Chief or his designee.

22.3 All bargaining unit members shall take and successfully complete Life Scan testing in accordance with Departmental directives. Any bargaining unit member who fails to take (upon 60-days notice) and pass Life Scan will be rendered unable to perform the essential functions of their position and result in an interactive discussion with appropriate City personnel.

22.4 All employees covered hereunder shall be required to maintain their persons such that they are physically fit-for-duty as a condition of continued employment. All bargaining unit employees shall be evaluated annually on the Structural Fire Fighter Agility Test (SFFAT) as described in Addendum A. Successful completion of the SFFAT shall be determined by the established Fit-For-Duty times, based on age and gender, as described below. Fit Firefighter designation shall be awarded to those who complete the tests in the times described below.

Times Standard to Complete Tests (in minutes)

<u>FIT FOR DUTY</u>			<u>FIT FIREFIGHTER (OPTIONAL)</u>	
Age	Male	Female	Male	Female
18-30	6:20	7:10	4:40	6:00
31-40	6:50	7:40	5:00	6:20
41-50	7:20	8:10	5:20	6:40
51-60	7:50	8:40	5:40	7:00
>60	8:20	9:10	6:00	7:20

22.5 Successful completion of the test is required for each year of employment. Employees who fail to successfully complete the SFFAT in the applicable Fit-For-Duty time shall be provided three (3) additional opportunities to re-test and achieve the required time. The three re-tests shall be scheduled and completed within 90 days of the initial test but in not less than 30 days. Any employee who fails the initial test and three (3) consecutive re-tests is subject to termination in accordance with City rules and regulations.

22.6 Employees, who are unable to work or perform all of the essential functions of their positions for thirty (30) consecutive days due to a medical condition or injury of the employee, shall be required to provide a fitness-for-duty certification by the employee's health care provider and complete the SFFAT before being eligible to return to full-duty in their position without restriction.

ARTICLE 23
OFF-DUTY INJURIES & MEDICAL CONDITIONS

23.1 Off-duty injuries and medical conditions which interfere with a bargaining unit member's ability temporarily to perform all essential functions of their job will be reviewed by City and/or Fire Department Management on a case-by-case basis. City management will review each individual situation and retain the discretion to offer and/or make accommodations as deemed appropriate by the City.

ARTICLE 24
ENTIRE AGREEMENT/DURATION

24.1 This Agreement contains the entire agreement of the parties on all matters relative to wages, hours, working conditions and all other matters which have been, or could have been negotiated by and between the parties prior to the execution of this Agreement.

24.2 Appendices and Amendments (if any) to this Agreement shall be lettered or numbered, dated, and signed by the parties, and shall constitute part of this Agreement.

24.3 This Agreement shall remain in full force and effect until and including September 30, 2026.

SIGNATURE PAGE

IN WITNESS THEREOF, the parties attach their hands and seals the below-written dates:

CITY OF DELAND

By: _____

Attest:

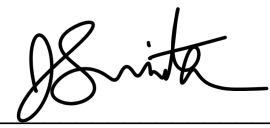
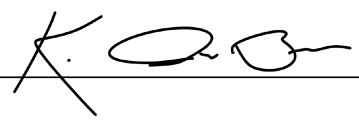
Date:

LOCAL 4347

By: _____

Attest:

Date:



10/14/25

ADDENDUM “A”

STRUCTURAL FIRE FIGHTER AGILITY TEST

An instructor will explain the course before beginning and be near by to assist with course directions.

Station #1- Stair Climb

Hoist a 50 ft. 2 ½ inch high-rise pack to your shoulder. Carry the pack up the inside tower stairwell to the uppermost landing. Place the pack onto the landing floor.

Station #2- Hoisting Evolution

There will be a rope tied to the top railing of the landing that is connected to a 50’ roll of 2 ½ inch hose. Hoist the hose roll to the top landing. You may use whatever method you wish to hoist the hose roll (hand over hand or using the railing to hoist). When the hose roll is at the top of the railing, pull the hose roll over the top rail and place the hose roll on the landing floor.

Station #3- Stair Descend

Pick up the high-rise pack from the landing floor. Place the pack on your shoulder and descend the stairs to the ground floor (one step at a time). Once on the ground floor, place the pack on the floor at the base of the stairs.

Station #4- Weight Sled (Forcible Entry)

Pick up the 30” 9 lb. sledgehammer, straddle the 165 lb. sled, and using the sledgehammer, drive the sled to the opposite end until any portion of the sled crosses the edge (the instructor will advise when to stop).

Station #5- Hose Lift Drag (Hose Advance Using Charged 1 ¾ inch hose)

Proceed to the area of the charged hose at the rear of the station (do not run). Pick up the loop of hose, proceed to the adjacent cone and lay the loop of hose over the cone. You may use any method you wish to move the hose to the cone. Once the loop of hose is over the cone proceed to the nozzle. Pick up the nozzle and place it over your shoulder.

Move the nozzle 50’ forward to the next cone, flow water and place the nozzle on the ground. Then walk towards the two (2) cones in front of the logistics garage.

Station #6- Rescue Drag (Victim Rescue)

Once you walk through the two (2) cones you will then walk towards the simulated victim (dummy). Once at the dummy, position yourself behind the head and lift the dummy to the seated position. Using one of two methods (lifting the dummy under the arms or dragging) walk backwards until the entire dummy has completely cleared the double cones on the opposite end of the course.

Your time begins when you first pick up the hose and ends when all portions of the dummy have cleared the cones.

You should plan to wear comfortable clothes and department issued physical training attire.

DELAND PROFESSIONAL FIREFIGHTERS
LOCAL 4347

AND

CITY OF DELAND

COLLECTIVE BARGAINING AGREEMENT
(NON-SUPERVISORY AND SUPERVISORY UNITS)

Fiscal Year 2025-26
(October 1, 2025 – September 30, 2026)

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ARTICLE 1
PREAMBLE

1.1 This Agreement is entered into by and between the City of DeLand, hereafter referred to as the “City,” and the DeLand Professional Firefighters, Local 4347, hereafter referred to as the “Union.”

ARTICLE 2 **RECOGNITION**

2.1 The City recognizes the Union as the exclusive bargaining agent for all employees in the job classifications included in PERC Certification Nos. 1532, 1545 and any subsequent lawful PERC certification(s). All other persons not specifically included by the aforementioned certifications shall be excluded from the bargaining units and shall not be covered by the terms of this Agreement.

2.2 The Union recognizes that the City Manager and his designees are the collective bargaining representatives for the City. The Union further recognizes its obligation to bargain solely and exclusively with the City Manager and/or his designees, and to refrain from any bargaining with the City's elected officials. However, the public employees are allowed to provide information to the legislative body about the bargaining unit's goals and objectives for the negotiation process as well as its progress. After an impasse has been declared, the bargaining representative can no longer have any communication with the legislative body.

ARTICLE 3
SEVERABILITY

3.1 If any provision of this Agreement is rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining provisions of this Agreement shall remain in full force and effect for the term of this Agreement. In the event any provision of this Agreement is lawfully declared invalid, the City and the Union shall meet as soon as practicable to negotiate a replacement provision.

ARTICLE 4
DUES DEDUCTION

4.1 Any member of the Union, who has submitted a properly executed dues deduction card or statement to the City in accordance with a format prescribed or approved by the City, may, by request in writing, have his membership dues, initiation fees, and uniform assessments in the Union deducted from his wages each pay check. Dues, assessments, and initiation fees so deducted from each employee's salary shall be forwarded by the City to the Union, by electronic funds transfer (EFT), within thirty (30) calendar days of the deduction. However, the City shall have no responsibility for any liability for any monies once sent to the Union, nor shall the City have any responsibility or a liability for the improper deduction of dues. The Union shall indemnify the City and hold it harmless against any and all suits, claims, demands, and liabilities which arise out of or by reason of any action taken or not taken by the City to comply with the provisions of this Article.

4.2 It shall be the responsibility of the Union to notify the City of any change in the amount of dues to be deducted at least thirty (30) days in advance of said change. Under no circumstances shall the City be required to deduct Union fines, penalties, political action payments, or special assessments of any kind.

4.3 Any member of the Union may, on thirty (30) days written notice to the City, require that the City cease making deductions from his or her wages. The City will forward a copy of the written notice to the Union prior to ceasing the member's dues deductions.

ARTICLE 5
BULLETIN BOARDS

5.1 The City shall furnish the Union with a space for a bulletin board (not to exceed thirty-six (36) inches by thirty-six (36) inches) at a mutually agreeable location in the Fire Stations, and space for a lockable filing cabinet supplied by the Union at Station 81.

5.2 The Union shall utilize the bulletin board only to post the following:

- A. Notice of Union meetings.
- B. Notice of Union elections and Union election results.
- C. Copies of the Union's Constitution and By-laws and Amendments thereto.
- D. Notice of recreational and social affairs of the Union.
- E. Copy of this Agreement.
- F. Notices of dues (changes).
- G. Names of Local Union officials (and changes thereto).
- H. Local Union and International Union newsletter (i.e., monthly, quarterly, annual, or special publication).
- I. Minutes of Union meetings.

5.3 All materials placed upon the bulletin board by the Union will be initialed by the Union President or his designee. The Fire Chief or his designee shall be furnished with a copy of any material to be posted prior to posting.

5.4 Under no circumstances shall the Union post any notice containing material of a political nature or material tending to directly or indirectly disparage or demean the City or any of its elected or appointed officials or employees.

ARTICLE 6
WORK STOPPAGES

6.1 There shall be no strikes, work stoppages, slowdowns, mass resignations, sickouts, or other job actions or refusal to perform assigned work by the employees covered under this Agreement.

6.2 It shall be a violation of this Agreement for any employee, while on duty, to fail or refuse to cross or pass any picket line or other demonstration if such failure or refusal in any way delays or interrupts performance of work.

6.3 The parties agree that any employee who participates in or promotes any of the aforementioned activities may be discharged or otherwise disciplined by the City. Nothing herein shall restrict the City from levying different disciplinary actions against different employees based on their involvement in activities prohibited hereunder.

6.4 The Union recognizes that the City and the employees covered hereunder are responsible for and engaged in activities which are the basis of the health and welfare of the City's citizens and that, therefore, any violation of this Article would give rise to irreparable damage to the City and the public at large. Should there be any alleged violation of this Article, the Union shall promptly take appropriate action to remedy the situation.

ARTICLE 7
EMPLOYEE DISCIPLINARY PROCEDURES

7.1 The City may discipline employees for cause in accordance with applicable City and Departmental Rules and Regulations. The Grievance and Arbitration Procedure hereunder shall be the exclusive procedure to contest disciplinary actions. The City's grievance procedure shall not apply (or be available) to bargaining unit employees hereunder.

7.2 All employees covered hereunder shall be subject to City and Departmental Rules and Regulations.

7.3 Employees shall have the right to request Union representation at all meetings with management in which disciplinary action to the employee may result. In the event a Union representative is not available at the scheduled meeting time, an employee may be granted up to an additional 48 hours of time to arrange for a Union representative. Interrogations of employees under investigation for conduct in which disciplinary action may result shall be in accordance with the Florida Firefighters Bill of Rights.

7.4 Prior to any suspension or termination, an employee shall be advised of the allegations against him/her and be provided with an opportunity to respond to such allegations. In any meeting to respond to such allegations, the employee, if he/she requests, shall be allowed representation. Suspensions may be implemented in increments and multiples of 8, 12, or 24 hours in the discretion of the Department.

7.5 There shall be no disciplinary action entered into an employee's personnel file without the employee being made aware of such action. Upon request, the City shall provide the employee with a copy of any notice or report of disciplinary action placed in the employee's personnel file.

7.6 No disciplinary action shall be taken against an employee unless and until the employee is so notified.

7.7 Bargaining unit employees serve at the will and pleasure of the City during their new-hire probationary period. As such, new-hire probationary employees may be disciplined or discharged with or without cause, and with or without notice.

7.8 Written reprimands or verbal counselings, which are over three (3) years old, shall not be used as a basis to raise progressively the level of discipline for an offense by an employee but may be referred to for any other purpose, such as to show knowledge of rules or prior issues. All written reprimands or verbal counselings shall remain in the official records.

ARTICLE 8
SENIORITY AND LAYOFFS

8.1 Seniority shall be defined as the length of continuous service in the City calculated from the date of City employment.

8.2 Seniority with regard to classification/rank shall be defined as the length of continuous service in that specific classification within the Fire Department calculated from the date of appointment to that classification/rank. The only exception shall be that if an employee served in a higher classification/rank and was subsequently demoted (voluntarily or involuntarily) to a lower classification, seniority with regard to that lower classification/rank shall be calculated from the date of the employee's original appointment to that classification/rank.

8.3 Seniority shall be terminated upon separation from the City. Employees with the same employment date or promotional date shall be assigned their seniority date in order of their ranking on the eligibility or promotional list, whichever is applicable.

8.4 Seniority shall accumulate during periods of absence where the employee remains in pay status. Seniority is not terminated when an employee is on an approved leave of absence without pay; provided, however, that seniority shall not accrue during any period in which the employee is not in paid status, or in unpaid status as required by law.

8.5 In the event there should be a need to lay off employees in the bargaining unit, such layoff shall be governed by the City's Rules and Regulations.

8.6 Bargaining unit employees shall be subject to recall in accordance with the City's Rules and Regulations.

ARTICLE 9
MANAGEMENT RIGHTS

9.1 The City reserves and retains all rights, powers, prerogatives and authority customarily exercised by management, except as expressly limited or modified by a specific provision of this Agreement.

9.2 The Union and the employees covered under this Agreement recognize and agree that the City has the sole and exclusive right, except as specifically provided for in this Agreement, to manage and direct any and all of its operations. Accordingly, the City specifically, but not by way of limitation, reserves the sole and exclusive right to:

- A. Determine the scope of the service, purpose and organizational structure of the Fire Department;
- B. Exercise control and discretion over the organization and efficiency of operations of the Fire Department;
- C. Set minimum performance standards for service to be offered to the public, including physical performance standards, and set procedures and standards to evaluate employees' performance;
- D. Change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work, funds, or other legitimate reasons which could arise;
- E. Determine the location, methods, means and personnel by which operations are to be conducted; determine whether and to what extent the work required in its operation shall be performed by employees covered by this Agreement;
- F. Change, formulate, or modify duties, tasks, responsibilities or job descriptions, so long as the duties, tasks, and/or responsibilities remain within the generic scope of fire/rescue services, and to formulate and/or amend job descriptions consistent therewith;
- G. Transfer, assign, schedule employees in positions within the organizational structure of the Fire Department, and, in the case of light duty, anywhere within the organizational structure of the Fire Department unless mutually agreed upon;
- H. Change or modify the number, and types, and grades of positions or employees assigned to an organization, unit, division, department, or project; create, expand, reduce, alter, combine, assign, or cease any job;
- I. Hire, examine, classify and/or otherwise determine the criteria, qualifications and standards of selection for employment;

- J. Require any and/or all bargaining unit employees to submit to an examination and/or testing by a health care professional based upon the reasonable belief that the employee may be unable to perform any or all of his assigned job duties, or as part of any periodic or routine physical;
- K. Lay off and/or relieve employees from duty due to lack of work or lack of funding or any other reason, and to recall employees in accordance with this Agreement;
- L. Determine the allocation and content of job classifications; and determine all training parameters for all City positions, including persons to be trained and the nature, extent and frequency of training;
- M. Merge, consolidate, expand, curtail, transfer, or discontinue operations, temporarily or permanently, in whole or in part, whenever the sole discretion of the City good business judgment makes such curtailment or discontinuance advisable;
- N. Contract and/or subcontract any existing or future work;
- O. Assign overtime work to employees;
- P. Fire, demote, suspend or otherwise discipline employees in accordance with this Agreement;
- Q. Control the use of equipment and property of the City and determine the number and classifications of employees assigned to any shift, station or piece of equipment;
- R. Determine the maintenance procedures, materials, facilities, and equipment to be used, and introduce new or improved services, maintenance procedures, materials, facilities and equipment;
- S. Take whatever action may be necessary to carry out the mission and responsibility of the City in unusual and/or emergency-situations;
- T. Exercise all management rights and prerogatives as determined by the Public Employees Relations Commission, and the state and federal courts of competent jurisdiction.

9.3 The above rights of the City are not all-inclusive but indicate the type of matters or rights which belong to and are inherent in the City in its general capacity as management. Any of the rights, powers, and authority that the City had prior to entering into this collective bargaining agreement, except as expressly limited or modified by a specific provision of this Agreement, are retained by the City.

9.4 If the City fails to exercise any one or more of the above functions from time-to-time, this will not be deemed a waiver of the City's right to exercise any or all of such functions. Likewise, should the Union fail to object to a change or a possible change, this will not be deemed a waiver of the Union's right to object to a subsequent change or possible change.

9.5 If, in the sole discretion of the City Mayor-Commissioner, it is determined that civil emergency conditions exist, including, but not limited to, riots, civil disorders, hurricane conditions, or any similar or dissimilar catastrophe, the provisions of this Agreement may be suspended by the City Manager during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

9.6 The exercise of the management rights set forth above shall not preclude the Union or any employee covered hereunder from filing a grievance under the Grievance and Arbitration Procedure herein should the Union or the employee feel that the action taken by management violated a specific provision of this Agreement.

9.7 Nothing contained in this Article shall be construed to waive the Union's right to engage in impact bargaining as to the exercise of any of the management rights enumerated above where Florida law requires such bargaining.

9.8 The City shall defend and hold harmless, in accordance with applicable law, employees sued as a result of their good faith attempts to comply with City and Department operational policies.

ARTICLE 10
GRIEVANCE AND ARBITRATION PROCEDURE

10.1 Bargaining unit employees will follow all written and verbal orders given by superiors even if such orders are alleged to be in conflict with the Agreement. Compliance with such orders will not prejudice the right to file a grievance within the time limits contained herein, nor shall compliance affect the ultimate resolution of the Grievance.

10.2 A “grievance” is a claimed violation of this Agreement, including but not limited to the claim that a discharge or other disciplinary action violated a specific provision of this Agreement. No grievance will or need be entertained or processed unless presented in the manner described herein, and unless filed in a manner provided herein within the time limit prescribed herein. A grievance may be filed by a bargaining unit employee or by the Union; however, only the Union may advance a grievance to arbitration, unless the Union’s refusal to advance the grievance to arbitration is because the employee is not a dues paying Union member. In either case, the procedure to be followed will be the same. Grievances regarding discipline of written reprimands or below cannot be advanced to arbitration. The grievant (whether it be the Union or an individual employee) and management may agree to waive Step 1 in any grievance. Grievances which are filed by the Union on behalf of the Union itself or the entire bargaining unit shall be filed with the Fire Chief or his designee at Step 2, within the time period prescribed in Step 1.

10.3 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 Deputy Chief or his designee within ten (10) calendar days of when the grieving party knew or should have known of the occurrence of the event(s) which gave rise to the grievance on the prescribed grievance forms which shall be standard forms used throughout the grievance procedure. The grievance shall be signed by the employee and shall state: (a) The date of the alleged events which gave rise to the grievance; (b) the specific Article or Articles and paragraphs of this Agreement allegedly violated; (c) statement of fact pertaining to or giving rise to the alleged grievance; and (d) the specific relief requested. The Deputy Chief or his designee shall, within twenty (20) calendar days after presentation of the grievance, render his decision on the grievance in writing with copies to the grievant (if an individual employee), the Union, the Fire Chief, and the Human Resources Director.

STEP 2: Any grievance which cannot be satisfactorily settled with the Deputy Chief or his designee shall then be taken up with the Fire Chief or his designee. The grievance as specified in writing in Step 1 above, shall be filed with the Fire Chief or his designee within ten (10) calendar days after the Deputy Chief’s response in Step 1 above or the due date for response, whichever comes first. The Fire Chief and/or his designee shall meet with the grievant (whether it be an individual employee or the Union), the Union Steward, and the Union Representative (non-employee) and shall, within twenty (20) calendar days after such meeting, render his decision on the grievance in writing, with copies to the Grievant (if an individual employee), the Union, and the Human Resources Director.

STEP 3: Any grievance which cannot be satisfactorily settled in Step 2 above shall then be taken up with the City Manager or his designee. The grievance as specified in writing in Step 1 above shall be filed with the City Manager within ten (10) calendar days after the Fire Chief's Response in Step 2 above or the due date for response, whichever comes first. The City Manager or his designee shall issue his decision in writing on the grievance (with copies to the Grievant, the Union, the Fire Chief, and the Human Resources Director) within twenty (20) calendar days after presentation of the grievance at this step. If the City Manager or his designee deems appropriate, he may meet with the grievant, the Union Steward, and the Union Representative (non-employee) prior to issuing his decision.

10.4 If the grievant (whether it be the Union or an individual employee) is not satisfied with the City Manager's decision in Step 3 above, the grievant may request arbitration by hand delivery or by facsimile (with simultaneous mailing by regular mail) or by certified or registered mail of a written notice to the City Manager within twenty (20) calendar days of receipt of the City Manager's written decision. Said written notice of arbitration shall include a written statement of the position of the Union (or the individual employee) with respect to the issues upon which arbitration is being sought. Under no circumstances shall the issues to be arbitrated be expanded from the issues set forth in the original grievance filed at Step 1 of the grievance procedure.

10.5 Within ten (10) calendar days from receipt of such notice of arbitration, the party requesting arbitration shall request a list of nine (9) qualified arbitrators with residences in Florida from the Federal Mediation and Conciliation Service. The Union and the City will alternately eliminate one at a time from said list of names, with the party requesting arbitration going first, persons not acceptable, until only one (1) remains and this person will be the arbitrator. Either party may request one (1) additional panel.

10.6 As promptly as possible after the arbitrator has been selected, he/she shall conduct a hearing between the parties and consider the grievance. The decision of the arbitrator will be served upon the individual employee or employees involved, the City and the Union in writing. It shall be the obligation of the arbitrator to make his best effort to rule within thirty (30) calendar days after the hearing. The expenses of the arbitration, including the fee and expenses of the arbitrator, shall be equally divided between the parties. Any party desiring a transcript of the hearing shall bear the cost of such transcript unless both parties mutually agree to share the cost. Each party shall be exclusively responsible for the compensation and expenses of its own witnesses and of its own representatives for purposes of the arbitration hearing.

10.7 The arbitrator will confine his consideration and determination to the written grievance presented in Step 1 of the grievance procedure. The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or amendment thereto. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or which is not a grievance as defined in this Agreement; nor shall this Collective Bargaining Agreement be construed by the arbitrator to supersede applicable state and federal laws.

10.8 The arbitrator may not issue declaratory opinions and shall confine himself exclusively to the grievance which is presented to him, which grievance must be actual and existing. The arbitrator's decision shall be final and binding; provided, however, that either party shall be entitled to seek review of the arbitrator's decision in the Circuit Court.

10.9 No decision of any arbitrator or of the City in any one case shall create a basis for retroactive adjustment in any other cases. All claims for back wages shall be reduced by any unemployment compensation and/or interim earnings that the grievant may or might have received during the period involved.

10.10 The resolution of any grievance by the arbitrator or by the parties resulting in retroactive adjustment, including back wages, shall be limited to a thirty (30) day period prior to the date of the filing of a grievance at Step 1.

10.11 It is agreed with respect to this grievance and arbitration procedure that:

- A. It is the intent of the parties that a grievance must be raised at the earliest possible time. Any grievance in order to be entertained and processed must be submitted in a timely manner by the grievant (whether the grievant be the Union or an individual employee).
- B. Grievances not submitted by the grievant in a timely manner shall be conclusively barred on the merits following the expiration of the prescribed time limit. Such a time barred grievance need not be entertained or processed, and only facts disputed as to timing will be the subject of any arbitration resulting from the matter until such time as an arbitrator deems the grievance not to be time-barred. A grievance which is for any reason not the subject of a timely response by the City or by the Department shall require the grievant to proceed to the next step.

10.12 Nothing in this Agreement shall prohibit the presence of a Union representative at all steps provided in this procedure. In matters involving a formal grievance, the Union shall be given the opportunity to be present at any meeting called for the resolution of such grievance.

10.13 Neither the Union nor the City shall have any obligation to pay any legal or arbitration fees and/or costs on behalf of any bargaining unit employee who advances a grievance on his/her own. Such fees and/or costs shall be borne by the individual.

10.14 The Grievance and Arbitration procedure set forth herein shall be the sole and exclusive procedure available to bargaining unit employees to contest any alleged violation of this Agreement, including, but not limited to, any claim involving a discharge or other disciplinary action. The parties hereby agree that the City's grievance and/or appeals procedures shall not be applicable or available to the employees covered by this Agreement.

10.15 Neither new-hire probationary employees on their own, nor the Union on their behalf, shall have the right to file a grievance or arbitrate any performance review or disciplinary action, including termination, of probationary employees.

ARTICLE 11
RULES AND REGULATIONS

11.1 The employees covered hereunder shall comply with all rules, regulations, policies, procedures and operating bulletins of the City, the Department and the Division, and any amendments thereto, except as superseded or modified herein.

11.2 Should the City, the Department, or the Division amend or modify any of the aforesaid rules, regulations, policies, or procedures, a courtesy copy of any such new (or amended) rule, regulation, policy, procedure, or operating bulletin shall be mailed or delivered to the Union (or the Union's employee representative within the Fire Department) at least ten (10) business days prior to implementation. Nothing herein shall restrict the City, the Department, or the Division from implementing any new (or amended) rule, regulation, policy, procedure, or operating bulletin prior to the expiration of ten (10) business days if operational necessity requires such earlier implementation.

11.3 The Union shall be furnished a copy of all current and subsequently amended written rules, regulations, policies, procedures, and operating bulletins pertaining to employer-employee relations and distributed to members of the bargaining unit.

11.4 No disciplinary action will be taken for a violation of a new (or amended) rule, regulation, policy, procedure, or operating bulletin until the employee has actual knowledge or the passage of at least six (6) calendar days after dissemination to the employees, whichever is earlier. For the purpose of this Article, dissemination of such new (or amended) rule, regulation, policy, procedure, or operating bulletin shall be via electronic mail, telecommunication, station briefing, bulletin board posting, personal distribution, or any other appropriate means.

ARTICLE 12
UNION BUSINESS

12.1 The City shall recognize three (3) Union representatives (or any substitutes designated in writing) to represent bargaining unit employees. A written list of the Union representatives shall be furnished to the Human Resources Director and the Fire Chief prior to the effective date of the Union representatives assuming their duties. Prompt written notification of changes in the Union representatives shall be provided to the Human Resources Director and the Fire Chief. No Union representatives will be recognized by the City unless such written notification was presented prior to such Union representative assuming his/her duties.

12.2 The Union representatives shall be paid by the City only when they perform assigned fire/rescue duties and/or work directed by the City. To the extent that these employees wish to perform Union duties (such as negotiations, grievance processing, attending Union conventions, etc.) during their normal work schedules, they may utilize vacation leave; provided, however, that they comply with the rules otherwise applicable to vacation leave. The Union representatives shall not be required to utilize vacation leave where their attendance at meetings during working hours is specifically requested by the City.

ARTICLE 13
BENEFITS AND LEAVE

13.1 The City shall provide bargaining unit employees benefits and leave in accordance with the City's Rules and Regulations, except as provided herein.

13.2 For scheduling purposes, the City shall allow the Fire Department to front-load all holiday hours to the beginning of the Fiscal Year. Any bargaining unit member who has not already elected to be paid for part or all of their holiday leave is required to utilize all holiday time as has been already designated. The Fire Chief or his designee has the absolute discretion and authority on assigning and scheduling holiday pay-designated leave. Bargaining unit members shall not be paid by the City for holiday leave assigned and not taken prior to the end of each Fiscal Year (though the Fire Chief or his designee retains the discretion to attempt to schedule any unused holiday leave from that Fiscal Year to be exhausted by October 31 of that calendar year). Any bargaining unit employees who depart City employment for any reason prior to the end of the Fiscal Year shall be required to reimburse the City for all holiday leave taken and not yet accrued (accrued at a rate of 5.08 holiday hours per pay period). The City is authorized to deduct any such reimbursements from the departing bargaining unit member's last pay from the City.

13.3 Holiday Pay: This article is intended to define the appropriate rate of pay to be utilized for bargaining unit employees when they work on a city-recognized holiday. For this article, a holiday period is defined as a twenty-four (24) hour cycle starting at midnight and ending at midnight. Bargaining unit employees who work on a shift that overlaps with a City-recognized holiday shall be paid 1.5 times their base hourly rate of pay for all time actually worked on the holiday. When bargaining unit employees are held-over their normal shift time to work on a City-recognized holiday, they shall be paid double time their applicable rate of pay only for the holiday time actually worked while being held-over after their normal shift. For purposes of this article, holidays shall be New Year's Day, Martin Luther King Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving, the Friday immediately following Thanksgiving, Christmas Eve and Christmas.

13.4 Bargaining unit employees shall be included in any Wellness Incentive Program instituted by the City on the same basis as other employees.

13.5 The City may pass on any increases in health insurance premiums or costs to bargaining unit employees on the same basis as other employees.

13.6 Only those bargaining unit employees hired before October 1, 2008 shall be eligible to participate in the retirement check program pursuant to City Rules and Regulations. Bargaining unit employees hired on or after October 1, 2008 shall not participate in the retirement check program.

13.7 Bargaining unit employees shall be entitled to use a total of two (2) Personal Days each fiscal year. The two 24-hour Personal Days must be used during the year accrued and used in twelve (12) hour increments. Scheduling shall be handled in accordance with applicable Department policies.

13.8 Bargaining unit employees shall accrue twelve (12) hours of sick per month equal to 5.54 hours per pay period.

13.9 Bargaining unit employees hired on or after October 1, 2012 upon retirement may cash-in accrued but unused sick hours at a rate of 50% of unused balance up to a maximum of 600 hours cash in. Bargaining unit employees prior to October 1, 2012 upon retirement may cash-in accrued but unused sick hours at a rate of 50% of unused balance up to a maximum of 760 hours cash in.

13.10 Bargaining unit employees who are on shift and working during the City-wide Hurricane Luncheon will be allowed to add four hours of compensation time.

13.11 Bargaining unit employees who are on shift and working during the City Holiday Luncheon will be allowed to add four hours of compensation time.

ARTICLE 14
TRANSFERS AND REASSIGNMENTS

14.1 Except as otherwise provided in this Agreement, transfers and reassignments shall be in accordance with applicable Department rules, policies, and procedures.

ARTICLE 15 **PROMOTIONS**

15.1 Promotional procedures and eligibility for promotions to positions included in the bargaining units under Article 2 (Recognition) shall be in accordance with applicable City Rules and Regulations and Fire Department policies.

15.2 Promotional procedures and eligibility for promotions to positions excluded from the bargaining units under Article 2 (Recognition) shall be at the City's discretion.

15.3 In any promotional process for Engineer/EMT, the City shall add points to the appropriate section or final numerical score for documented attainment of degrees as follows:

- Associate of Arts, Associate of Science and Associate of Applied Science degrees will earn one (1) point; or
- Bachelor of Arts, Bachelor of Science, and Bachelor of Applied Science or higher degree will earn two (2) points.

15.4 Effective October 1, 2015, upon being promoted to the Engineer classification or to the Lieutenant classification, an employee's pay will be adjusted to the greater of 10% over the employee's previous pay or the minimum of the range for the new position. Effective October 1, 2016, upon being promoted to the Lieutenant classification, an employee's pay will be adjusted to the greater of 15% over the employee's previous pay or the minimum of the range for the new position. Upon being promoted, an employee shall serve a twelve (12) month promotional probationary period, and the employee shall be returned to his/her prior position if the employee fails to complete the probation satisfactorily as determined by the City. If an employee is promoted and then demoted during the promotional probationary period, the employee upon demotion shall have his/her wages decreased by an amount equal to the amount of increase received upon promotion.

ARTICLE 16
WORK PERIOD AND OVERTIME

16.1 The City shall provide bargaining unit employees overtime and/or compensatory time in accordance with the City's Rules and Regulations, and applicable practices such as sick leave not counting as time worked for overtime.

16.2 Employees in Firefighter, Engineer, Lieutenant and any other classifications covered hereunder shall normally be scheduled to work twenty-four (24) hour shifts, twenty-four (24) hours on duty and forty-eight (48) hours off duty. Employees in the Firefighter, Engineer, Lieutenant and any other classifications covered hereunder shall be paid for a minimum of one hundred and twelve (112) hours per pay period, six (6) of which shall be paid at time and one-half.

16.3 Shift hours shall be 7:00 am to 7:00 am the following day (24 hours).

16.4 On-coming shift personnel shall be in the station and ready for duty by 0700 hours. When an employee does not report for duty at the scheduled time, the shift supervisor shall call the employee's home to perform a welfare check and to advise the employee that he/she is considered absent without leave (AWOL). The employee shall be given a written reprimand for the first occurrence; an 8-hour suspension for the second occurrence within 2 years of the first occurrence; a 24-hour suspension for the third occurrence within 2 years of the first occurrence; and multiple 24-hour suspensions or discharge for the fourth occurrence within 2 years of the first occurrence.

16.5 All overtime shall be consistent with the Fire Department overtime policy as of the date of this Agreement.

ARTICLE 17
NO SMOKING POLICY

17.1 All employees covered hereunder shall be prohibited from smoking cigarettes, cigars, pipes, or otherwise using tobacco products of any nature in any City owned building or vehicle, in any public or private place where smoking is prohibited by state law or City ordinance, or while on a call. Employees hired after October 1, 2007, shall be prohibited from using tobacco products on or off duty. Employees hired prior to October 1, 2007 shall have up to and including September 30, 2013 to come into compliance with the prohibition from using tobacco products while on duty. The City shall provide smoking cessation services to assist any bargaining unit employees in coming into compliance with this prohibition. Any employee who violates this Article will be subject to appropriate disciplinary action up to and including termination.

ARTICLE 18
ALCOHOL AND DRUG TESTING

18.1 Bargaining unit employees shall be subject to the City's Drug Free Workplace Policy as outlined in the City Rules and Regulations Administrative Policies. Employees covered hereunder may be required to take a drug/alcohol test pursuant to any random testing program not prohibited by applicable law.

ARTICLE 19
VACATIONS AND LEAVES OF ABSENCES

~~19.1~~ The City shall provide bargaining unit employees vacations and leaves of absences in accordance with the City's Rules and Regulations. Bargaining unit employees hired after October 1, 2012 shall accrue vacation leave per pay period as follows:

Vacation Leave Accrual

<u>Years of Service</u>	<u>0-5 Yrs</u>	<u>6 Yrs</u>	<u>7 Yrs</u>	<u>8 Yrs</u>	<u>9 Yrs</u>	<u>10+ Yrs</u>
<u>Hours Per Pay Period</u>	4.61	5.07	5.54	6.0	6.46	6.92

~~19.2~~ Bargaining unit employees hired prior to October 1, 2012 shall accrue vacation leave as follows:

Vacation Leave Accrual

<u>Years of Service</u>	<u>0-5 Yrs</u>	<u>6 Yrs</u>	<u>7 Yrs</u>	<u>8 Yrs</u>	<u>9 Yrs</u>	<u>10 Yrs</u>	<u>11 Yrs</u>	<u>12 Yrs</u>	<u>13 Yrs</u>	<u>14 Yrs</u>	<u>15+ Yrs</u>
<u>Hours Per Pay Period</u>	4.31	4.74	5.17	5.6	6.03	6.46	6.89	7.32	7.75	8.18	8.61

19.1 The City shall provide bargaining unit employees vacations and leaves of absences in accordance with the City's Rules and Regulations. Bargaining unit members shall accrue vacation leave per pay period, calculated as a percentage of their scheduled annual hours, as follows:

<u>Years of Service</u>	<u>Annual Vacation Hours Accrual Percentage</u>	<u>Bi-weekly Vacation Hours Accrual (based on 2912)</u>
<u>0-5 Years</u>	<u>5.49%</u>	<u>6.15</u>
<u>6 Years</u>	<u>6.04%</u>	<u>6.76</u>
<u>7 Years</u>	<u>6.60%</u>	<u>7.39</u>
<u>8 Years</u>	<u>7.14%</u>	<u>8.00</u>
<u>9 Years</u>	<u>7.69%</u>	<u>8.61</u>
<u>10+ Years</u>	<u>8.24%</u>	<u>9.23</u>

19.23 Shift trades shall be handled in accordance with the Department's EOT policy.

19.34 Scheduled leave shall be handled in accordance with applicable Department policies.

ARTICLE 20
WAGES AND COMPENSATION

20.1 For the term of this Agreement, entry level rate of pay for Firefighter/EMTs shall be ~~\$16.55~~ \$17.00 per hour.

20.2 For Fiscal Year 2025-26, all bargaining unit employees shall receive a 2.72% market increase. ~~four percent (4%) pay plan adjustment.~~

20.3 Bargaining unit employees who received an overall rating of “meets standards” on their most recent annual performance evaluation shall receive an additional two percent (2%) increase in their hourly rate of pay for Fiscal Year 2025-26.

20.4 Bargaining unit employees who received an overall rating of “exceeds standards” or greater on their most recent annual performance evaluation shall receive an additional three percent (3%) increase in their hourly rate of pay for Fiscal Year 2025-26.

20.5 Probationary employees shall not receive their merit increase for Fiscal Year 2024-25 unless and until they are passed from probationary status.

20.6 All wage increases set forth herein are reflected in Exhibit 1.

20.7 All wage increases set forth herein shall take effect at the beginning of Fiscal Year 2025-26, with a retroactive effective date of September 20, 2025. ~~as long as the Union provides written notice of its ratification of this Agreement to the City no later than December 2, 2024. Otherwise, all wage increases set forth herein shall take effect prospectively at the commencement of the first full City pay period following the parties’ complete ratification of this Agreement.~~

20.8 The Fire Chief or designee shall have the discretion to approve a higher starting rate of pay for anyone who is hired or transferred into a bargaining unit position and has prior fire, EMT and/or paramedic experience.

20.9 Wage increases, if any, after September 30, 2026, shall be established solely through the collective bargaining process.

20.10 All bargaining unit members who possess a State of Florida paramedic license and have been approved by the Volusia County Medical Director to work under his/her license shall receive an annual stipend of \$11,000.00 for fiscal year 2025-26.

20.11 During the term of this Agreement, bargaining unit employees shall be eligible to receive “incentive pay” in the amount of \$30 per two-week pay period per certification listed below. To be eligible for incentive pay, a bargaining unit employee must successfully complete and currently maintain at least one certification identified in Category A or B, and the bargaining unit employee may receive additional incentive pay for each certification earned up to a maximum of 4 in Category A and up to a maximum of 6 in Category B.

Category A	Category B
Fire Inspector I	Rope Technician
Fire Inspector II	Confined Space Technician
Fire Service Instructor (I, II, or III)	Vehicle/Machinery Technician
Fire Investigator I	Structural Collapse Technician
Live Fire Training Instructor <u>I or II</u>	Trench Rescue Technician
Safety Officer	Haz-Mat Technician

20.12 A maximum of 15 bargaining unit employees are eligible to be compensated for the Live Fire Training Instructor I or II incentive pay at any given time.

20.13 In addition to the Category A and B incentives, bargaining unit employees shall be eligible to receive “incentive pay” in the amount of \$25 for Fire Officer I, \$35 for Fire Officer II, \$45 for Fire Officer III, or \$55 for Fire Officer IV certification (whichever is highest) per two-week pay period.

20.14 All bargaining unit members (no more than 16 members) assigned to the City’s Honor Guard shall receive a stipend of \$30 per two-week pay period and one additional Honor Guard Commander shall receive a stipend of \$60 per two-week pay period. Honor Guard appointments and stipend requests shall be directed to the City’s Fire Administration and shall be determined at the unilateral discretion of the Fire Chief or designee.

20.15 Up to a maximum of 10 bargaining unit members who are certified CPR Instructors shall receive a stipend of \$30 per two-week pay period. CPR stipend requests shall be directed to the City’s Fire Administration and shall be determined at the unilateral discretion of the Fire Chief or designee.

20.16 Up to a maximum of three bargaining unit members are eligible for a stipend as SCBA Technicians. The Lead SCBA Technician shall receive a stipend of \$60 per two-week pay period, and the other SCBA Technicians shall receive a stipend of \$30 per two-week pay period. SCBA appointments and stipend requests shall be directed to the City’s Fire Administration and shall be determined at the unilateral discretion of the Fire Chief or designee.

20.17 Only one bargaining unit member shall be eligible for a stipend as Technical Rescue Equipment Manager. The Technical Rescue Equipment Manager shall receive a stipend of \$60 per two-week pay period. Technical Rescue Equipment Manager appointment and stipend requests shall be directed to the City’s Fire Administration and shall be determined at the unilateral discretion of the Fire Chief or designee.

20.18 Up to a maximum of three bargaining unit members who are certified Paramedic FTO (Field Training Officer) shall receive a stipend of \$60 per two-week pay period. At the discretion of the Fire Chief temporary FTO appointments may be made for operational needs. Paramedic FTO appointments and stipend requests shall be directed to the City’s Fire Administration and shall be determined at the unilateral discretion of the Fire Chief or designee.

20.19 It is the responsibility of all bargaining unit employees to successfully complete and maintain all licenses and certifications, to provide appropriate updates and documentation of all licenses and certifications and to keep them all current to be eligible for the additional payments referenced in this Article. Bargaining unit members have a duty to timely notify the City upon the expiration of any license, certification and/or eligibility for stipend, and the City maintains the right to recover directly from any bargaining unit member who was paid but ineligible for stipend and/or incentive payment(s).

20.20 The City shall require that third parties provide a four (4) hour minimum for bargaining unit employees for any approved off-duty special detail scheduled through or facilitated by the City.

ARTICLE 21
TEMPORARY ASSIGNMENT TO A HIGHER CLASSIFICATION

21.1 Working Out of Classification Pay: Those bargaining unit members temporarily assigned to work in a higher classification shall receive the following compensation:

A. Employees in the Engineer classification covered hereunder who are temporarily assigned to, and actually work, in the classification of Lieutenant, will be paid extra compensation consisting of a 10% percent adjustment to their hourly rate of pay for all consecutive hours actually worked in the Lieutenant classification.

B. Employees in the Lieutenant classification covered hereunder who are temporarily assigned to, and actually work, in the classification of Battalion Chief will be paid extra compensation consisting of a 10% percent adjustment to their hourly rate of pay for all consecutive hours actually worked in the Battalion Chief classification.

C. Employees in the Firefighter classification covered hereunder who are temporarily assigned to, and actually work, in the classification of Engineer will be paid extra compensation consisting of a 10% adjustment to their hourly rate of pay for all consecutive hours actually worked in the Engineer classification. Employees who qualify for this 10% increase for temporarily working out-of-class as Engineer shall be ineligible during this time period to also receive a Relief Driver Stipend (as is set forth in 21.32).

21.2 Temporary Promotion Pay: Those bargaining unit members temporarily promoted to work in a higher classification shall receive the following compensation:

A. Employees in the Engineer classification covered hereunder who are temporarily promoted to, and actually work, in the classification of Lieutenant, will be paid extra compensation consisting of a 15% percent adjustment to their hourly rate of pay for all consecutive hours actually worked in the Lieutenant classification.

B. Employees in the Lieutenant classification covered hereunder who are temporarily promoted to, and actually work, in the classification of Battalion Chief will be paid extra compensation consisting of a 15% percent adjustment to their hourly rate of pay for all consecutive hours actually worked in the Battalion Chief classification.

C. Employees in the Firefighter classification covered hereunder who are temporarily promoted to, and actually work, in the classification of Engineer will be paid extra compensation consisting of a 10% adjustment to their hourly rate of pay for all consecutive hours actually worked in the Engineer classification. Employees who qualify for this 10% increase for temporary promotion as Engineer shall be ineligible during this time period to also receive a Relief Driver Stipend (as is set forth in 21.32).

D. A temporary promotion is defined as when a bargaining unit member is assigned to and assumes the rank of a higher classification for an extended period of time due to an absence

of military leave, FMLA leave, an extended worker's compensation injury, management need, or similar leave based on designation by the Fire Chief or their designee.

21.32 Employees in the Firefighter classification who meet the requirements established by the Department for the assignment of Relief Driver shall be provided a stipend of \$30 per pay period (except as provided in 21.1 C). This stipend shall be discontinued upon the Firefighter's promotion to the classifications of Engineer or Lieutenant.

ARTICLE 22
WELLNESS SCANS AND PHYSICAL ASSESSMENT TESTING

22.1 The City shall provide bi-annual wellness testing and scans to bargaining unit employees. Such testing and scans shall include ultrasound scans, cardio-pulmonary testing, comprehensive laboratory analysis, and a medical exam through the City Clinic or other providers chosen by the City. Carry-over bargaining unit employees shall remain on the bi-annual schedule as was previously established. Newly hired bargaining unit employees will be slotted in one of these two groups at the discretion of the Fire Chief or his designee. Testing shall be determined and scheduled at the discretion of the Fire Chief or his designee.

22.2 The City shall provide bi-annual CPT cardiac testing to bargaining unit employees. Such testing shall be conducted through a medical exam to be determined by the City. Carry-over bargaining unit employees shall remain on the bi-annual schedule as was previously established. Newly hired bargaining unit employees will be slotted in one of these two groups at the discretion of the Fire Chief or his designee. Testing shall be determined and scheduled at the discretion of the Fire Chief or his designee.

22.3 All bargaining unit members shall take and successfully complete Life Scan testing in accordance with Departmental directives. Any bargaining unit member who fails to take (upon 60-days notice) and pass Life Scan will be rendered unable to perform the essential functions of their position and result in an interactive discussion with appropriate City personnel.

22.4 All employees covered hereunder shall be required to maintain their persons such that they are physically fit-for-duty as a condition of continued employment. All bargaining unit employees shall be evaluated annually on the Structural Fire Fighter Agility Test (SFFAT) as described in Addendum A. Successful completion of the SFFAT shall be determined by the established Fit-For-Duty times, based on age and gender, as described below. Fit Firefighter designation shall be awarded to those who complete the tests in the times described below.

Times Standard to Complete Tests (in minutes)

<u>FIT FOR DUTY</u>			<u>FIT FIREFIGHTER (OPTIONAL)</u>	
Age	Male	Female	Male	Female
18-30	6:20	7:10	4:40	6:00
31-40	6:50	7:40	5:00	6:20
41-50	7:20	8:10	5:20	6:40
51-60	7:50	8:40	5:40	7:00
>60	8:20	9:10	6:00	7:20

22.5 Successful completion of the test is required for each year of employment. Employees who fail to successfully complete the SFFAT in the applicable Fit-For-Duty time shall be provided three (3) additional opportunities to re-test and achieve the required time. The three re-tests shall be scheduled and completed within 90 days of the initial test but in not less than 30 days. Any employee who fails the initial test and three (3) consecutive re-tests is subject to termination in accordance with City rules and regulations.

22.6 Employees, who are unable to work or perform all of the essential functions of their positions for thirty (30) consecutive days due to a medical condition or injury of the employee, shall be required to provide a fitness-for-duty certification by the employee's health care provider and complete the SFFAT before being eligible to return to full-duty in their position without restriction.

ARTICLE 23
OFF-DUTY INJURIES & MEDICAL CONDITIONS

23.1 Off-duty injuries and medical conditions which interfere with a bargaining unit member's ability temporarily to perform all essential functions of their job will be reviewed by City and/or Fire Department Management on a case-by-case basis. City management will review each individual situation and retain the discretion to offer and/or make accommodations as deemed appropriate by the City.

ARTICLE 24
ENTIRE AGREEMENT/DURATION

24.1 This Agreement contains the entire agreement of the parties on all matters relative to wages, hours, working conditions and all other matters which have been, or could have been negotiated by and between the parties prior to the execution of this Agreement.

24.2 Appendices and Amendments (if any) to this Agreement shall be lettered or numbered, dated, and signed by the parties, and shall constitute part of this Agreement.

24.3 This Agreement shall remain in full force and effect until and including September 30, 2026.

SIGNATURE PAGE

IN WITNESS THEREOF, the parties attach their hands and seals the below-written dates:

CITY OF DELAND

LOCAL 4347

By: _____

By: _____

Attest:

Attest:

Date:

Date:

ADDENDUM “A”

STRUCTURAL FIRE FIGHTER AGILITY TEST

An instructor will explain the course before beginning and be near by to assist with course directions.

Station #1- Stair Climb

Hoist a 50 ft. 2 ½ inch high-rise pack to your shoulder. Carry the pack up the inside tower stairwell to the uppermost landing. Place the pack onto the landing floor.

Station #2- Hoisting Evolution

There will be a rope tied to the top railing of the landing that is connected to a 50’ roll of 2 ½ inch hose. Hoist the hose roll to the top landing. You may use whatever method you wish to hoist the hose roll (hand over hand or using the railing to hoist). When the hose roll is at the top of the railing, pull the hose roll over the top rail and place the hose roll on the landing floor.

Station #3- Stair Descend

Pick up the high-rise pack from the landing floor. Place the pack on your shoulder and descend the stairs to the ground floor (one step at a time). Once on the ground floor, place the pack on the floor at the base of the stairs.

Station #4- Weight Sled (Forcible Entry)

Pick up the 30” 9 lb. sledgehammer, straddle the 165 lb. sled, and using the sledgehammer, drive the sled to the opposite end until any portion of the sled crosses the edge (the instructor will advise when to stop).

Station #5- Hose Lift Drag (Hose Advance Using Charged 1 ¾ inch hose)

Proceed to the area of the charged hose at the rear of the station (do not run). Pick up the loop of hose, proceed to the adjacent cone and lay the loop of hose over the cone. You may use any method you wish to move the hose to the cone. Once the loop of hose is over the cone proceed to the nozzle. Pick up the nozzle and place it over your shoulder.

Move the nozzle 50’ forward to the next cone, flow water and place the nozzle on the ground. Then walk towards the two (2) cones in front of the logistics garage.

Station #6- Rescue Drag (Victim Rescue)

Once you walk through the two (2) cones you will then walk towards the simulated victim (dummy). Once at the dummy, position yourself behind the head and lift the dummy to the seated position. Using one of two methods (lifting the dummy under the arms or dragging) walk backwards until the entire dummy has completely cleared the double cones on the opposite end of the course.

Your time begins when you first pick up the hose and ends when all portions of the dummy have cleared the cones.

You should plan to wear comfortable clothes and department issued physical training attire.

ADDENDUM "A"
STRUCTURAL FIRE FIGHTER AGILITY TEST

~~An instructor will lead you through the entire course to assist you with course directions.~~

Station #1—Stair Climb

~~Hoist a 50 ft, 3 inch hose pack to your shoulder. Carry the hose pack up the inside tower stair well to the tower roof. Place the hose pack in the large painted square in the center of the roof; then, proceed to Station #2 at the West side tower railing.~~

Station #2—Hoisting Evolution

~~There is a rope tied to the West Side tower railing. At the opposite end is a coiled 50' section of 3" hose with protective cover. Hoist the coiled hose to the rooftop. You may use whatever method you wish to hoist the hose (hand over hand or using the railing to hoist). When the hose is at the roof of the tower, pull the hose roll over the rail and place the hose (still coiled) in the small painted square on the roof surface by the railing. Then proceed to Station #3.~~

Station #3—Stair Descend

~~Pick up the hose pack that you placed there when you first came up the stairs. Place the hose pack on your shoulder and proceed down the inside stair well. Be sure to take one step at a time. Carry the hose to the ground floor of the tower and return it to where you originally picked the hose up. Place the hose on the ground and proceed to Station #4, which is the weight sled.~~

Station #4—Weight Sled (Forcible Entry)

~~Pick up the 30" 9 lb. shot mallet, straddle the 165 lb. block weight; and, using the shot mallet, drive the weight 5' to the other end of the sled. When completed, proceed to Station #5, the charged hose line.~~

Station #5—Hose Lift Drag (Hose Advance using 200' of charged 1³/₄" hose)

~~Proceed to the orange cone, walking at a fast pace (do not run). Go around the orange cone, and walk to where the loop in the hose is laid on the ground. Pick up the loop of the hose and proceed to the orange cone and lay the loop of hose over the cone. You may use any method you wish to move the hose to the cone. When the hose is over the cone proceed to the nozzle end that is positioned next to the orange cone by walking the outside of the hose. Pick up the nozzle and place it over your shoulder.~~

~~Move the hose 50' forward to the next orange cone and flow water. Then, place the nozzle on the ground and proceed to Station #6, the rescue drag.~~

Station #6—Rescue Drag (Victim Rescue)

Move forward to the rescue dummy (weight 165 pounds). Position yourself behind the head of the dummy and lift the dummy to the sitting position. Using whatever method you wish, lift and drag the dummy 100 ft to the double cones at the end of the course.

The time is complete when the dummies feet cross the line.

You should plan to wear comfortable clothes and sneakers. You may use gloves if you choose to. Your time starts when you first pick up the hose.

CITY OF DELAND
Request for Commission Action
November 3, 2025

SUBJECT: Consideration re Collective Bargaining Agreement (CBA) with the IUPA Police Union for FY 2025-2026.

DEPARTMENT: Human Resources

PREPARED BY: Jeremy Wiggins, HR Director

ATTACHMENTS: IUPA COLLECTIVE BARGAINING AGREEMENT CITY OF DELAND - FINAL PROPOSAL - STRIKE AND UNDERLINE, IUPA COLLECTIVE BARGAINING AGREEMENT CITY OF DELAND - FINAL PROPOSAL - CLEAN - SIGNED

APPROVED BY: Michael Pleus, City Manager, October 29, 2025

SUMMARY/HIGHLIGHT:

City Staff negotiated with IUPA Police Union representative to reach an agreement for the Fiscal Year 2025-2026 Collective Bargaining Agreement (CBA). Agreed upon changes to the CBA include:

1. A wage increase of 6% for all bargaining unit members, and an additional 2% for Corporals, Sergeants, and Lieutenants
2. A new starting rate of \$26.00/hr for the rank of Police Officer
3. Changing the incentive structure for officers assigned to the Investigations, Traffic and SWAT units
4. Implementing a Career Service Bonus
5. Implementing a Health and Wellness Incentive and associated standards
6. The duration of this agreement is one year

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

N/A

FISCAL IMPACT:

This item has a fiscal impact of \$926,396, which includes non-bargaining unit sworn personnel and command staff. The FY 2025-2026 budget approved by the City Commission included \$891,316 for union negotiations. The overage of \$35,080 can be funded by contingency funds and will be included in a future budget amendment.

RECOMMENDATION:

Staff recommends approval of the attached agreement with IUPA for FY 2025-2026.

BACKGROUND/DISCUSSION:

The job market for retaining and recruiting Police Officers is one of the most competitive employment markets that we face as an organization. Many law enforcement agencies seek to fill their vacancies by recruiting from the ranks of neighboring agencies, and law enforcement academies do not produce the number of graduates as they did in past years. City staff negotiated a contract that was focused on the retention of our current officers and creating an employment compensation package that would position the City to attract new officers. The Career Service Bonus and Health and Wellness Incentive should both provide compensation incentives that will aid in retaining our current workforce by providing additional annual compensation that will increase in value as the officers' careers progress. These same bonuses, as well as continuing to have one the highest starting rates of pay for new Police Officers in Volusia County, will create an attractive total rewards package for prospective Police Officers.

CITY OF DELAND
AND
INTERNATIONAL UNION OF POLICE ASSOCIATIONS,
AFL-CIO

COLLECTIVE BARGAINING AGREEMENT
(NON-SUPERVISORY AND SUPERVISORY)

FISCAL YEAR 2025-26

ARTICLE 1

PREAMBLE

This Agreement is entered into by and between the City of DeLand; hereinafter referred to as the “City” and the International Union of Police Associations, AFL-CIO, hereinafter referred to as the “Union.”

ARTICLE 2

RECOGNITION

2.1 The City recognizes the Union as the exclusive bargaining agent for all employees in the job classifications included in PERC Certification Nos. 1906 and 1907. The bargaining units covered hereunder shall be as follows:

INCLUDED: All regular, full-time City of DeLand police officers, police corporals and police sergeants, except for personnel assigned to internal affairs.

EXCLUDED: Police chief, deputy chief, police captains, police lieutenants, personnel assigned to internal affairs, part-time reserve officers, and all other City of DeLand employees.

and

INCLUDED: All regular, full-time City of DeLand police lieutenants, except for lieutenants assigned to internal affairs.

EXCLUDED: Police chief, deputy chief, police captains, police lieutenants assigned to internal affairs, police sergeants, police corporals, police officers, part-time reserve officers, and all other City of DeLand employees.

2.2 The Union recognizes that the City Manager and his designees are the collective bargaining representatives for the City. The Union further recognizes its obligation to bargain solely and exclusively with the City Manager and/or his designees, and to refrain from any bargaining with the City's elected officials.

ARTICLE 3

SEVERABILITY

If any provision of this Agreement is rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining provisions of this Agreement shall remain in full force and effect for the term of this Agreement. In the event any provision of this Agreement is lawfully declared invalid, the City and the Union shall meet as soon as practicable to negotiate a replacement provision.

ARTICLE 4

NONDISCRIMINATION

4.1 The parties agree that they will not illegally discriminate against any employee because of race, color, sex, national origin, religion, marital status, disability, age, or any other factor violative of applicable state or federal law. Nothing herein shall restrict the City from taking any action to promote or implement equal employment opportunity and affirmative action in accordance with applicable law.

4.2 The Union and/or its individual members will not illegally discriminate against or harass any employee who does not choose to become a member of the Union.

4.3 There shall be no illegal discrimination, interference, restraint, or coercion by the City against any employee for his activity on behalf of, or membership in, the Union.

4.4 An alleged violation of paragraph 4.1 shall be processed through either the grievance and arbitration procedures set forth herein or the procedures established by state and federal discrimination laws, but not both. The filing of a charge or complaint of discrimination with an administrative agency or a court shall bar the processing of a grievance addressing the same or similar subject; the filing of a charge or complaint of discrimination with an administrative agency or court any time after a grievance has been filed shall act as an automatic withdrawal with prejudice of the grievance.

ARTICLE 5

DUES DEDUCTION

5.1 Any member of the Union, who has submitted a properly executed dues deduction card or statement to the City in accordance with a format prescribed or approved by the City, may, by request in writing, have his membership dues, initiation fees, and uniform assessments in the Union deducted from his wages each pay check. Dues, assessments, and initiation fees so deducted from each employee's salary shall be forwarded by the City to the Union within thirty (30) calendar days of the deduction. However, the City shall have no responsibility for any liability for any monies once sent to the Union, nor shall the City have any responsibility or a liability for the improper deduction of dues. The Union shall indemnify the City and hold it harmless against any and all suits, claims, demands, and liabilities which arise out of or by reason of any action taken or not taken by the City to comply or attempt to comply with the provisions of this Article.

5.2 It shall be the responsibility of the Union to notify the City of any change in the amount of dues to be deducted at least thirty (30) days in advance of said change. Under no circumstances shall the City be required to deduct Union fines, penalties, political action payments, or special assessments of any kind.

5.3 Any member of the Union may, on thirty (30) days written notice to the City, require that the City cease making deductions from his or her wages. The City will forward a copy of the written notice to the Union prior to ceasing the member's dues deductions.

5.4 The City shall forward dues to the Union by electronic funds transfer (EFT), unless requested otherwise by the Union. Should the Union request payment by means other than EFT, the Union shall reimburse the City in the amount of \$100 per pay period for the cost of processing Union dues.

ARTICLE 6

BULLETIN BOARDS

6.1 The City shall furnish the Union with a space for a bulletin board (not to exceed thirty-six (36) inches by thirty-six (36) inches) at a mutually agreeable location in the Police Station.

6.2 The Union shall provide a glass-enclosed and lockable bulletin board for the aforementioned location. The Union shall utilize the bulletin board only to post the following:

- A. Notice of Union meetings.
- B. Notice of Union elections and Union election results.
- C. Copies of the Union's Constitution and By-laws and Amendments thereto.
- D. Notice of recreational and social affairs of the Union.
- E. Copy of this Agreement.
- F. Notices of dues (changes).
- G. Names of Local Union officials (and changes thereto).
- H. Local Union and International Union newsletter (i.e., monthly, quarterly, annual, or special publication).
- I. Minutes of Union meetings.

6.3 All materials placed upon the bulletin board by the Union will be on official IUPA letterhead and signed by the Union President or his designee. The Police Chief or his designee shall be furnished with a copy of any material to be posted prior to posting.

6.4 Under no circumstances shall the Union post any notice containing material of a political nature or material tending to directly or indirectly disparage or demean the City or any of its elected or appointed officials or employees.

ARTICLE 7

WORK STOPPAGES

7.1 There shall be no strikes, work stoppages, slowdowns, mass resignations, sickouts, or other job actions or refusal to perform assigned work by the employees covered under this Agreement.

7.2 It shall be a violation of this Agreement for any employee, while on duty, to fail or refuse to cross or pass any picket line or other demonstration if such failure or refusal in any way delays or interrupts performance of work.

7.3 The parties agree that any employee who participates in or promotes any of the aforementioned activities may be discharged or otherwise disciplined by the City. Nothing herein shall restrict the City from levying different disciplinary actions against different employees based on their involvement in activities prohibited hereunder.

7.4 The Union recognizes that the City and the employees covered hereunder are responsible for and engaged in activities which are the basis of the health and welfare of the City's citizens and that, therefore, any violation of this Article would give rise to irreparable damage to the City and the public at large. Should there be any alleged violation of this Article, the Union shall promptly take appropriate action to remedy the situation. For the purpose of this Article, it is agreed that the Union shall be responsible and liable for any act by its agents, representatives, and/or officers, which act constitutes a violation of this Article.

ARTICLE 8
EMPLOYEE DISCIPLINARY PROCEDURES

8.1 The City may, as provided for in other Articles of this Agreement and City, Departmental and Divisional policy, discipline employees for just cause. The Grievance and Arbitration Procedure hereunder shall be the exclusive procedure to contest disciplinary actions. The City's grievance procedure shall not apply (or be available) to bargaining unit employees hereunder.

8.2 All employees covered hereunder shall be subject to City and Departmental Rules and Regulations.

8.3 Employees shall have the right to request Union representation at all meetings with management in which disciplinary action to the employee may result. Interrogations of employees under investigation for conduct in which disciplinary action may result shall be in accordance with the Florida Law Enforcement Officers Bill of Rights.

8.4 Prior to any suspension or termination, an employee shall be advised of the allegations against him/her and be provided with an opportunity to respond to such allegations to the Police Chief or his designee. In any meeting with the Police Chief or his designee to respond to such allegations, the employee, if he/she requests, shall be allowed representation.

8.5 There shall be no disciplinary action entered into an employee's personnel file without the employee being made aware of such action. Upon request, the City shall provide the employee with a copy of any notice or report of disciplinary action placed in the employee's personnel file.

8.6 No disciplinary action shall be taken against an employee unless and until the employee is so notified.

8.7 Bargaining unit employees serve at the will and pleasure of the City during their new-hire probationary period. As such, new-hire probationary employees may be disciplined or discharged with or without cause, and with or without notice.

ARTICLE 9

SENIORITY AND LAYOFFS

9.1 Seniority shall be defined as the length of continuous service in the City calculated from the date of City employment.

9.2 Seniority with regard to classification/rank shall be defined as the length of continuous service in that specific classification within the Police Department calculated from the date of appointment to that classification/rank. The only exception shall be that if an employee served in a higher classification/rank and was subsequently demoted (voluntarily or involuntarily) to a lower classification, seniority with regard to that lower classification/rank shall be calculated from the date of the employee's original appointment to that classification/rank.

9.3 Seniority shall be terminated upon separation from the City. Employees with the same employment date or promotional date shall be assigned their seniority date in order of their ranking on the eligibility or promotional list, whichever is applicable.

9.4 Seniority shall accumulate during periods of absence where the employee remains in pay status. Seniority is not terminated when an employee is on an approved leave of absence without pay; provided, however, that seniority shall not accrue during any period in which the employee is not in paid status.

9.5 In the event there should be a need to lay off employees in the bargaining unit, such layoff shall be governed by the City's Rules and Regulations.

9.6 Bargaining unit employees shall be subject to recall in accordance with the City's Rules and Regulations.

ARTICLE 10

MANAGEMENT RIGHTS

10.1 The City reserves and retains all rights, powers, prerogatives and authority customarily exercised by management, except as expressly limited or modified by a specific provision of this Agreement.

10.2 The Union and the employees covered under this Agreement recognize and agree that the City has the sole and exclusive right, except as specifically provided for in this Agreement, to manage and direct any and all of its operations. Accordingly, the City specifically, but not by way of limitation, reserves the sole and exclusive right to:

- A. Determine the scope of the service, purpose and organizational structure of the Police Department;
- B. Exercise control and discretion over the organization and efficiency of operations of the Police Department;
- C. Set minimum performance standards for service to be offered to the public, including physical performance standards, and set procedures and standards to evaluate employees' performance;
- D. Change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work, funds, or other management reasons which could arise;
- E. Determine the location, methods, means and personnel by which operations are to be conducted; determine whether and to what extent the work required in its operation shall be performed by employees covered by this Agreement;
- F. Change, formulate, or modify duties, tasks, responsibilities or job descriptions, so long as the duties, tasks, and/or responsibilities remain within the generic scope of law enforcement services, and to formulate and/or amend job descriptions consistent therewith;
- G. Transfer, assign, schedule employees in positions within the organizational structure of the Police Department, and, in the case of light duty, anywhere within the organizational structure of the City;
- H. Change or modify the number, and types, and grades of positions or employees assigned to an organization, unit, division, department, or project; crease, expand, reduce, alter, combine, assign, or cease any job as permitted by law;
- I. Hire, examine, classify and/or otherwise determine the criteria, qualifications and standards of selection for employment;

- J. Require any and/or all bargaining unit employees to submit to an examination and/or testing by a health care professional based upon the reasonable belief that the employee may be unable to perform any or all of his assigned job duties, or as part of any periodic or routine physical;
- K. Promote and/or otherwise establish criteria and/or procedures for promotions within and without the bargaining unit as permitted by law; and determine the number and types of positions as well as the number and types of positions in each classification, grade, step or designation in any plan which is or may be developed by the City;
- L. Lay off and/or relieve employees from duty due to lack of work or lack of funding or any other reason, and to recall employees in accordance with this Agreement;
- M. Determine the allocation and content of job classifications; and determine all training parameters for all City positions, including persons to be trained and the nature, extent and frequency of training;
- N. Merge, consolidate, expand, curtail, transfer, or discontinue operations, temporarily or permanently, in whole or in part, as permitted by law;
- O. Contract and/or subcontract any existing or future work as permitted by law;
- P. Assign overtime work to employees;
- Q. Fire, demote, suspend or otherwise discipline employees for just cause and in accordance with this Agreement;
- R. Control the use of equipment and property of the City and determine the number and classifications of employees assigned to any shift, station or piece of equipment;
- S. Determine the maintenance procedures, materials, facilities, and equipment to be used, and introduce new or improved services, maintenance procedures, materials, facilities and equipment;
- T. Take whatever action may be necessary to carry out the mission and responsibility of the City in unusual and/or emergency-situations;
- U. Exercise all management rights and prerogatives as determined by the Public Employees Relations Commission, and the state and federal courts of competent jurisdiction.

10.3 The above rights of the City are not all-inclusive but indicate the type of matters or rights which belong to and are inherent in the City in its general capacity as management. Any of the rights, powers, and authority that the City had prior to entering into this collective bargaining agreement, except as expressly limited or modified by a specific provision of this Agreement, are retained by the City.

10.4 If the City fails to exercise any one or more of the above functions from time-to-time, this will not be deemed a waiver of the City's right to exercise any or all of such functions.

10.5 If, in the sole discretion of the City Manager, it is determined that civil emergency conditions exist, including, but not limited to, riots, civil disorders, hurricane conditions, or any similar or dissimilar catastrophe, the provisions of this Agreement may be suspended by the City Manager during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

10.6 The exercise of the management rights set forth above shall not preclude the Union or any employee covered hereunder from filing a grievance under the Grievance and Arbitration Procedure herein should the Union or the employee feel that the action taken by management violated a specific provision of this Agreement.

10.7 Nothing contained in this Article shall be construed to waive the Union's right to engage in impact bargaining as to the exercise of any of the management rights enumerated above where Florida law requires such bargaining. Where such impact bargaining is requested by the Union and is required by Florida law, the parties shall meet within ten (10) calendar days to attempt to resolve the impact item. If the impact item is not resolved at that meeting, or if the Union fails to meet with the City within the allotted time period, the City shall have the right to exercise the management right, and either party shall be free to invoke the impasse resolution procedure under the Public Employees Relations Act to resolve the impact item.

ARTICLE 11

SUPERVISORY RESPONSIBILITIES/CONFLICTS OF INTEREST

11.1 It is agreed and understood that Lieutenants are supervisors whose primary duties often times create a conflict of interest with the employees whom they supervise. It is, therefore, further agreed and understood that in the exercise of their supervisory duties and responsibilities, Lieutenants covered hereunder must, at all times, act in the best interest of the City as determined by City Management, the Police Chief and other authorized management officials. Accordingly, the Lieutenants covered hereunder will be held accountable for the faithful and efficient performance of their supervisory duties and responsibilities, including, but not limited to the following:

- A. Supervising a shift and directing related operations, including the supervision of all shift personnel.
- B. Supervising scenes and incidents, including the direction of personnel and equipment as required.
- C. Assigning work duties to all subordinate personnel.
- D. Reviewing and evaluating the performance of subordinate personnel.
- E. Conducting internal investigations.
- F. Recommending and administering disciplinary action, including dismissal, suspension, demotion, reprimand, and counseling.
- G. Training and/or administering the training of subordinate personnel.
- H. Evaluating, screening, interviewing, and making recommendations concerning the hiring of new employees.
- I. Enforcing all City and Departmental rules, regulations, policies, procedures, and guidelines and making recommendations concerning revisions thereto.
- J. Conducting law enforcement investigations in accordance with procedural guidelines.
- K. Purchasing materials and equipment within policy guidelines and making recommendations concerning departmental purchases.
- L. Timely and accurately completing all required forms, reports, and other paperwork.
- M. Providing budgetary input as required.

- N. Administering and participating in public education programs.
- O. Participating in committees, task forces, or other work groups as assigned by the Department or the City.
- P. Performing such other duties and responsibilities as are required under the Departments rules, regulations, policies, and procedures and/or as assigned by appropriate management authority.

ARTICLE 12

GRIEVANCE AND ARBITRATION PROCEDURE

12.1 Bargaining unit employees will follow all written and verbal orders given by superiors even if such orders are alleged to be in conflict with the Agreement. Compliance with such orders will not prejudice the right to file a grievance within the time limits contained herein, nor shall compliance affect the ultimate resolution of the Grievance.

12.2 A “grievance” is a claimed violation of this Agreement, including but not limited to the claim that a discharge or other disciplinary action violated a specific provision of this Agreement. No grievance will or need be entertained or processed unless presented in the manner described herein, and unless filed in a manner provided herein within the time limit prescribed herein. A grievance may be filed by a bargaining unit employee or by the Union; however, only the Union may advance a grievance to arbitration, unless the Union’s refusal to advance the grievance to arbitration is because the employee is not a dues paying Union member. In either case, the procedure to be followed will be the same. Grievances regarding discipline of written reprimands or below cannot be advanced to arbitration. The grievant (whether it be the Union or an individual employee) and management may agree to waive Step 1 in any grievance. Grievances which are filed by the Union on behalf of the Union itself or the entire bargaining unit shall be filed with the Department Head or his designee at Step 2, within the time period prescribed in Step 1.

12.3 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 Deputy Chief or his designee within ten (10) calendar days of the occurrence of the event(s) which gave rise to the grievance on the prescribed grievance forms which shall be standard forms used throughout the grievance procedure. Upon receipt of the grievance, the Deputy Chief or his designee shall forward a copy of the grievance to the Department Head. The grievance shall be signed by the aggrieved employee or Union representative and shall state: (a) The date of the alleged events which gave rise to the grievance; (b) the specific Article or Articles and paragraphs of this Agreement allegedly violated; (c) statement of fact pertaining to or giving rise to the alleged grievance; and (d) the specific relief requested. The Deputy Chief or his designee shall, within ten (10) calendar days after presentation of the grievance, render his decision on the grievance in writing with copies to the grievant (if an individual employee), the Union, the Police Chief, and the Human Resources Director.

STEP 2: Any grievance which cannot be satisfactorily settled with the Deputy Chief or his designee shall then be taken up with the Police Chief or his designee. The grievance as specified in writing in Step 1 above, shall be filed with the Police Chief or his designee within ten (10) calendar days after the due date for the Deputy Chief’s response in Step 1 above. The Police Chief and/or his designee shall meet with the grievant (whether it be an

individual employee or the Union), the Union Steward, and the Union Representative (non-employee) and shall, within ten (10) calendar days after such meeting, render his decision on the grievance in writing, with copies to the Grievant (if an individual employee), the Union, and the Human Resources Director.

STEP 3: Any grievance which cannot be satisfactorily settled in Step 2 above shall then be taken up with the City Manager or his designee. The grievance as specified in writing in Step 1 above shall be filed with the City Manager within ten (10) calendar days after the due date for the Police Chief's Response in Step 2 above. The City Manager or his designee shall issue his decision in writing on the grievance (with copies to the Grievant, the Union, the Police Chief, and the Human Resources Director) within ten (10) calendar days after presentation of the grievance at this step. If the City Manager or his designee deems appropriate, he may meet with the grievant, the Union Steward, and the Union Representative (non-employee) prior to issuing his decision.

12.4 If the grievant (whether it be the Union or an individual employee) is not satisfied with the City Manager's decision in Step 3 above, the grievant may request arbitration by hand delivery or by facsimile (with simultaneous mailing by regular mail) or by certified or registered mail of a written notice to the City Manager within ten (10) calendar days of receipt of the City Manager's written decision. Said written notice of arbitration shall include a written statement of the position of the Union (or the individual employee) with respect to the issues upon which arbitration is being sought. Under no circumstances shall the issues to be arbitrated be expanded from the issues set forth in the original grievance filed at Step 1 of the grievance procedure.

12.5 Within ten (10) calendar days from receipt of such notice of arbitration, the party requesting arbitration shall request a list of nine (9) qualified arbitrators with residences in Florida from the Federal Mediation and Conciliation Service. The Union and the City will alternately eliminate one at a time from said list of names, with the party requesting arbitration going first, persons not acceptable, until only one (1) remains and this person will be the arbitrator. Either party may request one (1) additional panel.

12.6 As promptly as possible after the arbitrator has been selected, he/she shall conduct a hearing between the parties and consider the grievance. The decision of the arbitrator will be served upon the individual employee or employees involved, the City and the Union in writing. It shall be the obligation of the arbitrator to make his best effort to rule within thirty (30) calendar days after the hearing. The expenses of the arbitration, including the fee and expenses of the arbitrator, shall be equally divided between the parties. Any party desiring a transcript of the hearing shall bear the cost of such transcript unless both parties mutually agree to share the cost. Each party shall be exclusively responsible for the compensation and expenses of its own witnesses and of its own representatives for purposes of the arbitration hearing.

12.7 The arbitrator will confine his consideration and determination to the written grievance presented in Step 1 of the grievance procedure. The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or amendment thereto. The arbitrator shall have no authority to consider or rule upon

any matter which is stated in this Agreement not to be subject to arbitration or which is not a grievance as defined in this Agreement; nor shall this Collective Bargaining Agreement be construed by the arbitrator to supersede applicable state and federal laws.

12.8 The arbitrator may not issue declaratory opinions and shall confine himself exclusively to the grievance which is presented to him, which grievance must be actual and existing. The arbitrator's decision shall be final and binding; provided, however, that either party shall be entitled to seek review of the arbitrator's decision in the Circuit Court.

12.9 No decision of any arbitrator or of the City in any one case shall create a basis for retroactive adjustment in any other cases. All claims for back wages shall be reduced by any unemployment compensation and/or interim earnings that the grievant may or might have received during the period involved.

12.10 The resolution of any grievance by the arbitrator or by the parties resulting in retroactive adjustment, including back wages, shall be limited to a thirty (30) day period prior to the date of the filing of a grievance at Step 1.

12.11 It is agreed with respect to this grievance and arbitration procedure that:

- A. It is the intent of the parties that a grievance must be raised at the earliest possible time. Any grievance in order to be entertained and processed must be submitted in a timely manner by the grievant (whether the grievant be the Union or an individual employee).
- B. Grievances not submitted by the grievant in a timely manner shall be conclusively barred on the merits following the expiration of the prescribed time limit. Such a time barred grievance need not be entertained or processed, and only facts disputed as to timing will be the subject of any arbitration resulting from the matter. A grievance which is for any reason not the subject of a timely response by the City or by the Department shall require the grievant to proceed to the next step.

12.12 Nothing in this Agreement shall prohibit the presence of a Union representative at all steps provided in this procedure.

12.13 Neither the Union nor the City shall have any obligation to pay any legal or arbitration fees and/or costs on behalf of any bargaining unit employee who advances a grievance on his/her own. Such fees and/or costs shall be borne by the individual.

12.14 The Grievance and Arbitration procedure set forth herein shall be the sole and exclusive procedure available to bargaining unit employees to contest any alleged violation of this Agreement, including, but not limited to, any claim involving a discharge or other disciplinary action. The parties hereby agree that the City's grievance and/or appeals procedures shall not be applicable or available to the employees covered by this Agreement.

12.15 Neither new-hire probationary employees on their own, nor the Union on their behalf, shall have the right to file a grievance or arbitrate any performance review or disciplinary action, including termination, of probationary employees.

ARTICLE 13

RULES AND REGULATIONS

13.1 The employees covered hereunder shall comply with all rules, regulations, policies, procedures and operating bulletins of the City, the Department and the Division, and any amendments thereto, except as superseded or modified herein.

13.2 Should the City, the Department, or the Division amend or modify any of the aforesaid rules, regulations, policies, or procedures, a courtesy copy of any such new (or amended) rule, regulation, policy, procedure, or operating bulletin shall be mailed or delivered to the Union (or the Union's employee representative within the Police Department) at least ten (10) business days prior to implementation. Nothing herein shall restrict the City, the Department, or the Division from implementing any new (or amended) rule, regulation, policy, procedure, or operating bulletin prior to the expiration of ten (10) business days if operational necessity requires such earlier implementation.

13.3 The Union shall be furnished a copy of all current and subsequently amended written rules, regulations, policies, procedures, and operating bulletins pertaining to employer-employee relations and distributed to members of the bargaining unit.

13.4 No disciplinary action will be taken for a violation of a new (or amended) rule, regulation, policy, procedure, or operating bulletin until the passage of at least forty-eight (48) hours after dissemination to the employees. For the purpose of this Article, dissemination of such new (or amended) rule, regulation, policy, procedure, or operating bulletin shall be via electronic mail, telecommunication, station briefing, bulletin board posting, personal distribution, or any other appropriate means.

ARTICLE 14

UNION BUSINESS

14.1 Nothing contained in this Collective Bargaining Agreement shall preclude any employee covered by this Agreement from pursuing any right or remedy available under this Agreement without representation of the Union. Further, nothing contained in this Agreement shall preclude any employee from discussing a problem directly with his immediate non-bargaining unit supervisor or any other Departmental official without the intervention of the Union; provided, however, that such non-bargaining unit supervisor or other Departmental official is agreeable to having such discussion. Any resolution made by an employee covered hereunder with his non-bargaining unit supervisor shall not set a precedent for the settlement of any other disagreement involving the same or other employees.

14.2 The City shall recognize two (2) Union Stewards and one (1) Alternate Union Steward to represent bargaining unit employees. A written list of the Union Stewards and the Alternate Union Steward shall be furnished to the Human Resources Director and the Police Chief prior to the effective date of the Union Stewards and Alternate Union Steward assuming their duties. Prompt written notification of changes in the Union Stewards and the Alternate Union Steward shall be provided to the Human Resources Director and the Police Chief. No Union Stewards or Alternate Union Steward will be recognized by the City unless such written notification was presented prior to such Union Stewards or Alternate Union Steward assuming his/her duties.

14.3 The Union Stewards and the Alternate Union Steward shall be paid by the City only when they perform assigned law enforcement duties and/or work directed by the City. To the extent that these employees wish to perform Union duties (such as negotiations, grievance processing, attending Union conventions, etc.) during their normal work schedules, they may utilize vacation leave; provided, however, that they comply with the rules otherwise applicable to vacation leave. The Union Stewards and the Alternate Union Steward shall not be required to utilize vacation leave where their attendance at meetings during working hours is specifically requested by the City.

ARTICLE 15

BENEFITS AND LEAVE

15.1 The City shall provide bargaining unit employees benefits and leave in accordance with the City's Rules and Regulations.

15.2 Bargaining unit members shall be provided health insurance on the same basis as provided to general non-bargaining unit employees of the City, including any increased costs or changes in benefits provided to general non-bargaining unit employees.

15.3 Effective October 1, 2011, Spring Day and Safety Day was eliminated for all bargaining unit members.

15.4 Christmas gift cards shall be provided to bargaining unit members on the same basis as provided to general non-bargaining unit employees of the City.

15.5 Bargaining unit members hired after October 1, 2010 will not be eligible for Service Recognition Check upon retirement.

15.6 Bargaining unit members shall be entitled to a total of two (2) Personal Days for fiscal year 2024-25. These Personal Days must be used by September 30, 2025. Personal Days not timely used are forfeited. New hire probationary employees may not use Personal Days until after successful completion of probation.

ARTICLE 16

REPLACEMENT OF PERSONAL PROPERTY

Replacement of lost or damaged personal property shall normally be the responsibility of the employee. However, the Police Chief, in his discretion, may authorize replacement of (or reimbursement for) eyeglasses, contact lenses, or wrist watches which are damaged as a result of an employee being involved in an unavoidable physical altercation in the line of duty. The employee making the request for replacement of (or reimbursement for) damaged eyeglasses, contact lenses, or wrist watch must provide the Police Chief with a detailed report describing the incident from which the damage resulted and the cause of the damage. The employee must also provide the Police Chief with a certified estimate of the cost of repair or replacement of the damaged eyeglasses, contact lenses, or wrist watch. Reimbursement for damaged eyeglasses or contact lenses shall not exceed One Hundred and Fifty Dollars (\$150.00). Reimbursement for damaged wrist watches shall not exceed Seventy-Five (\$75.00).

ARTICLE 17

TRANSFERS AND REASSIGNMENTS

Except as otherwise provided in this Agreement, transfers and reassignments shall be within the discretion of management.

ARTICLE 18

PENSION

18.1 The City shall provide bargaining unit employees with pension benefits as approved by the City Commission.

18.2 The City shall maintain a fund that will support a ½% cost of living adjustment (COLA) for the police pension fund for employees that have at least 20 years of continuous full-time service at the time of retirement from full-time City employment or have at least 10 years of continuous service with the City and are age 55 at the time of retirement from full-time City employment. COLAs will be effective on the anniversary date of retirement. Effective October 1, 2012, bargaining unit employees employed by the City as of March 21, 2011 shall be entitled to receive an additional one and one-half percent (1 ½ %) COLA on the date beginning three (3) years after the eligible bargaining unit employee's date of retirement or upon attaining age 55, whichever is earlier.

18.3 Effective October 1, 2025~~13~~, payout and counting of accrued sick, vacation, or other leave toward "compensation" and annual overtime hours in excess of 300 hours for pension purposes shall be prohibited in accordance with Section 185.02(~~64~~), Florida Statutes, as amended and The City of DeLand Code of Ordinance Chapter 23 – Pensions and Social Security; Article III. – DeLand Municipal Police Officer's Retirement Plan; Division 4. Basis, Amount, and Payment of Retirement Income; Sec. 23-71. – Basis of Retirement Income. The amount of sick, vacation, or other leave accrued by bargaining unit employees as of September 20, 2013 shall continue to be eligible for payout and counting toward "compensation" for pension purposes at the time of retirement up to the amount of accrued leave existing as of September 20, 2013 and in accordance with the rules for payout that existed as of September 20, 2013.

ARTICLE 19

PROMOTIONS

19.1 Promotional procedures and eligibility for promotions to positions included in the bargaining unit under Article 2 (Recognition) shall be in accordance with applicable City Rules and Regulations and Police Department policies.

19.2 Promotional procedures and eligibility for promotions to positions excluded from the bargaining unit under Article 2 (Recognition) shall be at the City's discretion.

19.3 If a bargaining unit employee is promoted and then demoted within 24 months of the promotion, the employee upon demotion shall have his/her wages decreased by an amount equal to the amount of increase received upon promotion.

19.4 In the event that a Police Officer is promoted to Sergeant, ~~the Police Chief shall have the discretion to provide~~ the promoted officer shall receive a 10% promotional increase or the bottom of the pay range, whichever is greater.

ARTICLE 20

WORK PERIOD AND OVERTIME

20.1 The City shall provide bargaining unit employees overtime and/or compensatory time in accordance with the City's Rules and Regulations (except as distinguished in 20.2 below), and applicable practices such as sick leave not counting as time worked for overtime. All bargaining unit employees shall use the time-keeping record software system for entering and processing time and attendance.

20.2 Bargaining unit employees shall be allowed to accrue a maximum of 84 hours of compensatory time.

ARTICLE 21

CALL-BACK PAY

21.1 Call-back pay is provided to compensate employees required to return to work after completing a regularly assigned shift. Eligibility for call-back pay is as follows:

- A. Any employee who is off duty and required to return to work on an unscheduled basis shall be eligible for call-back pay at his/her regular straight-time rate or overtime rate, whichever is applicable. Answering telephone inquiries shall not be considered a return to work.
- B. Any employee who is on duty and is instructed and assigned to return to work or to remain on duty and continue working shall be ineligible for call-back pay, but eligible for compensation at his/her straight-time rate or overtime rate, whichever is applicable.
- C. Any employee eligible for call-back pay shall be paid for his/her actual hours worked with a minimum guarantee of four (4) hours pay at his straight-time rate or overtime rate, whichever is applicable.
- D. Any employee who appears for court duty outside of his/her scheduled shift shall be paid for his/her actual hours worked with a minimum guarantee of four (4) hours pay at the straight-time rate or overtime rate, whichever is applicable.
- E. Any employee who is scheduled for on-call status during off-duty hours and is called in to work while in on-call status shall be paid for his/her actual hours worked with a minimum guarantee of two (2) hours pay at the straight-time rate or overtime rate, whichever is applicable.

ARTICLE 22

NO SMOKING POLICY

22.1 The City of DeLand is continually striving to improve working conditions and protect health of its employees and the general public. In accordance with the “Florida Clean Indoor Act” (Florida Statute 386), the City will provide a healthy, comfortable and safe environment in all respects by prohibiting members covered hereunder from smoking cigarettes, cigars, pipes, e-cigarettes or otherwise using tobacco products of any nature in any City-owned or leased vehicle or building, in any public or private place where smoking is prohibited by state law or City ordinance, or while on a call or while in view of the public. This Article does not interfere with bargaining unit members’ continued ability to use tobacco products on duty in accord with existing departmental policy.

ARTICLE 23

ALCOHOL AND DRUG TESTING

23.1 Bargaining unit employees shall be subject to the City's Drug Free Workplace Policy. Employees covered hereunder (or applicants for positions covered hereunder) may be required to take a drug/alcohol test when:

- A. Applying or reapplying for employment.
- B. Prior to transferring into or out of a unit whose primary responsibilities include the enforcement of drug laws.
- C. Semi-annually, while assigned to a drug enforcement unit, or a unit responsible for securing and holding drugs as evidence.
- D. Prior to assignment to any sensitive position within the Department where there is a strong Departmental interest in keeping the employees drug-free.
- E. At any time when reasonable suspicion exists that an employee has engaged in the illicit use of narcotic drugs or controlled substances.
- F. Pursuant to any random testing program not prohibited by applicable law.

ARTICLE 24

JOB-RELATED INJURY

24.1 Work-related injuries shall be subject to the Florida Workers' Compensation Law, Chapter 440, Florida Statutes, City and Departmental Policy, and any amendments thereto.

24.2 Light duty assignments will be made for employees with work-related injuries/illnesses in the sole and exclusive discretion of the City. An employee who has sustained a work-related injury/illness and has been released by a doctor to return to work with restrictions shall report to the Human Resources Office with a copy of the physician's statement detailing work limitations. If the City determines that productive work is available within the employee's Department and such work is consistent with the employee's medically certified restrictions, the employee may be utilized in his/her own Department. If the City determines that no productive work exists within the employee's medically certified restrictions in the employee's own Department, the employee may be placed in another department. The employees assigned to light duty shall be compensated at the rate of pay applicable to their regular bargaining unit classification times the number of hours actually worked in the light duty assignment.

ARTICLE 25

EMPLOYEE MANAGEMENT COMMITTEE

25.1 There shall be an Employee Management Committee consisting of the following Management and Union representatives:

- A. The President of the Union (or his designee), two (2) bargaining unit employees, the Police Chief (or his designee), and one (1) command level officer designated by the Police Chief.

25.2 The Employee Management Committee shall meet semi-annually on the dates mutually agreed upon by the participants or more frequently if the parties so agree. The sole function of the Committee shall be to discuss general matters pertaining to employee relations and Departmental operations, including safety and health. The Committee shall not engage in collective bargaining or resolution of grievances. Union representatives attending Committee meetings during their off-duty hours shall not be compensated for the time spent in such meetings.

ARTICLE 26

VACATIONS AND LEAVES OF ABSENCES

26.1 The City shall provide bargaining unit employees vacations and leaves of absences in accordance with the City's Rules and Regulations. Bargaining unit employees hired after October 1, 2010 shall accrue vacation and sick leave per pay period as follows:

Vacation Leave Accrual

Years of Service	Years 1-5	Year 6	Year 7	Year 8	Year 9	Year 10
Hours Per Pay Period	4.61	5.07	5.54	6.0	6.46	6.92

Sick Leave Accrual

Years of Service	0-3 Yrs	4+ Yrs
Hours Per Pay Period	2.31	4.62

26.2 After using 84 hours of vacation between October 1 and September 30, bargaining unit employees with 11 Years of Service or more may one time during each fiscal year sell back to the City accrued vacation time up to the employee's current annual vacation accrual less 84 hours.

ARTICLE 27

WAGES AND COMPENSATION

27.1 Each non-probationary bargaining unit employee shall receive the wage increase equal to six percent (6%) of their base wage. All bargaining unit members in the classification of Corporal, Sergeant, or Lieutenant effective September 20, 2025 shall receive an additional wage increase equal to two percent (2%) of their base wage, as is designated for them in Exhibit A. All wage increases set forth herein shall take effect at the beginning of Fiscal Year 2025-26, with an retroactive effective date of September 20, 2025. If the bargaining unit ratifies this Agreement and notifies the City no later than November 25, 2024, the increases set forth in this paragraph shall be retroactive to the beginning of FY 2024-25. Otherwise, these increases will be prospective to commence the first full pay period after complete ratification of this Agreement. See Exhibit A.

27.2 Each probationary bargaining unit employee shall not be eligible for the wage increase reflected for them in Exhibit A until successfully passing probation or commencing the first full pay period after complete ratification of this Agreement, whichever shall come later.

27.3 The new minimum hourly rate of pay for a new-hire entry level police officer without prior law enforcement experience is \$26.00/hr ~~\$25.00/hr. (\$56,784 \$54,600)~~. The Police Chief or his designee shall have the discretion to approve a higher starting rate of pay for anyone who is hired or transferred into a police officer position and has prior law enforcement experience.

27.4 The minimum hourly rate of pay for police corporals is 29.12/hr ~~\$27.50/hr. (\$63,598 \$60,060)~~.

27.5 The minimum hourly rate of pay for police sergeants is \$32.61 ~~\$30.25/hr. (\$71,220 \$66,066)~~.

27.6 The minimum hourly rate of pay for police lieutenants is \$38.15/hr ~~\$34.79/hr. (\$83,320 \$75,981)~~.

27.7 Bargaining unit employees shall receive the following assignment incentives:

- A. Bargaining unit employees assigned to the Detective Division shall receive an incentive of 5% ~~\$40 per week~~ added to their base for as long as they are assigned to the Detective Division.
- B. Bargaining unit employees assigned to the Traffic Unit shall receive an incentive of 5% ~~\$40 per week~~ added to their base for as long as they are assigned to the Traffic Unit.
- C. Bargaining unit employees assigned as K-9 Officers shall receive \$40 per week added to their base for as long as they are assigned as K-9 Officers.

- D. Bargaining unit employees assigned as a DUI Officers shall receive \$40 per week added to their base for as long as they are so assigned.
- E. Bargaining unit employees who qualify for bilingual pay under City policy shall receive \$40 per week added to their base for as long as they are so qualified.
- F. Bargaining unit employees assigned as “Meth Lab” Unit Officers ~~or SWAT Unit Officers~~ shall receive \$40 per week added to their base for as long as they are so assigned.
- G. Bargaining unit employees assigned as “SWAT Unit Officers shall receive an incentive of 5% added to their base for as long as they are so assigned.
- H. Bargaining unit employees assigned as Animal Control Officers shall receive \$40 per week added to their base for as long as they are so assigned.
- I. Bargaining unit employees assigned as a School Resource Officer shall receive \$40 per week added to their base for as long as they are so assigned.
- J. Bargaining unit employees assigned to the Special Operations and Support Services Division shall receive \$40 per week added to their base for as long as they are so assigned.
- ~~K. Bargaining unit employees who qualify for more than one assignment incentive listed above shall receive either 5% added to their base rate or \$40 per week for the first assignment and \$20 per week for their second assignment. a total assignment incentive of \$60 per week added to their base.~~
- L. Bargaining unit employees assigned to CID/Detective shall receive a clothing allowance of \$250.00 per quarter for as long as they are so assigned.

27.8 Bargaining unit employees assigned as a Field Training Officer shall be entitled to receive two hours of overtime pay per shift when devoting at least two hours with a trainee during a shift.

27.9 It is agreed and understood that pay ranges and wage increases of any kind after September 30, 2025 shall be established through the collective bargaining process based solely on implementation of a new collective bargaining agreement for Fiscal Year 2025-26 (and subsequent Fiscal Years), and where required, the statutory impasse resolution process.

27.10 Bargaining unit employees shall not receive any cellular phone stipend from the City.

27.11 Bargaining unit employees shall not receive Out of Class Pay during the first 14 days (pay period) that they are required to work in a higher pay grade. Lieutenants who assume the duties and responsibilities of their subordinate sergeant shall receive an additional 5% increase in pay after the 14th day (pay period).

27.12 The City shall require that third parties provide a four (4) hour minimum for bargaining unit employees for any approved off-duty special detail scheduled through or facilitated by the City.

27.13 Bargaining unit employees who are assigned to regular duties on the night shift/evening shift shall receive Shift Differential pay of \$0.50 per hour added to their base pay for all hours actually worked when assigned. Bargaining unit employees who are regularly assigned to the day shift but work overtime or otherwise fill in for the night shift are not eligible for the Shift Differential pay set forth in this paragraph.

27.14 Bargaining unit employees who are assigned to the two-lieutenant operational patrol platoon leader positions shall receive \$0.50 per hour added to their base pay for all hours actually worked in this assignment.

27.15 **Career Retention Bonus** - Bargaining unit employees will be eligible for a Career Retention Bonus, to be paid in the first full pay period of the fiscal year, for every full year of service that the bargaining unit employee has as of October 1 of that fiscal year. Bargaining unit members shall be eligible for a Career Retention Bonus following the completion of four (4) full years of service as a City of DeLand Certified Law Enforcement Officer and received a rating of "Meet Minimum Standards" or higher on their most recent annual performance evaluation. The value of the Career Retention Bonus will be based on the annualized minimum rate of pay specified for the Bargaining Unit members' respective position classification in this Collective Bargaining Agreement, and the Bargaining Unit members' respective completed years of service and associated bonus percentage based on the table below:

<u>4 Years of Service</u>	<u>3% position minimum</u>	<u>5 Years of Service</u>	<u>3.25% position minimum</u>
<u>6 Years of Service</u>	<u>3.5% position minimum</u>	<u>7 Years of Service</u>	<u>3.75% position minimum</u>
<u>8 Years of Service</u>	<u>4% position minimum</u>	<u>9 Years of Service</u>	<u>4.25% position minimum</u>
<u>10 Years of Service</u>	<u>4.5% position minimum</u>	<u>11 Years of Service</u>	<u>4.75% position minimum</u>
<u>12 Years of Service</u>	<u>5% position minimum</u>	<u>13 Years of Service</u>	<u>5.25% position minimum</u>
<u>14 Years of Service</u>	<u>5.5% position minimum</u>	<u>15 Years of Service</u>	<u>5.75% position minimum</u>
<u>16 Years of Service</u>	<u>6% position minimum</u>	<u>17 Years of Service</u>	<u>6.25% position minimum</u>
<u>18 Years of Service</u>	<u>6.5% position minimum</u>	<u>19 Years of Service</u>	<u>6.75% position minimum</u>
<u>20+ Years of Service</u>	<u>7% position minimum</u>		

27.16 **Healthcare Wellness Incentive** - Bargaining unit employees who meet identified fitness standards in accordance with the Cooper Standards of Fitness for Law Enforcement Officers at the 30th percentile based on their age/gender in FY 2025/26 & 2026/27, and the 40th percentile in FY 2027/28 and in following fiscal years, and complete an annual health screening by their primary care physician or the City Health Clinic each fiscal year, shall be eligible to

receive a healthcare wellness incentive. There will be five (5) identified fitness standards, and the number of standards met will determine the total amount of healthcare wellness incentive each bargaining unit employee is respectively qualified to receive.

No health or medical information will be collected by the City from the City Health Clinic or the employees' respective Primary Care Physician to determine whether the employee participated in an annual health screening. To determine whether this requirement is met for each bargaining unit employee, the City will only receive or request confirmation that the employee attended a preventative or health wellness examination as described herein per collective bargaining agreement requirements.

The Healthcare Wellness Incentive is established to encourage officers to make healthy choices and maintain optimal physical fitness while carrying out their respective professional responsibilities as a Law Enforcement Officer. Participation in the Healthcare Wellness Incentive is completely voluntary. The Healthcare Wellness Incentive is not an Annual Physical Fitness Examination that sets physical standards for continued employment or discipline for failing to meet such physical standards established.

Testing for the annual physical will be conducted by a mutually agreed upon party by the City's Human Resources Director and the IUPA Local President. Testing will be available four (4) times per fiscal year, with bargaining unit members being allowed only one (1) testing opportunity per fiscal year. Testing will be considered on the employee's own time and will not be considered for worker's compensation coverage.

Bargaining unit employees who satisfactorily complete the identified number of the five (5) fitness standards (see below) and complete an annual health screening by either their primary care physician or the City Health Clinic shall be eligible for the corresponding incentive as described here:

- Satisfactory Completion of 2 of the 5 tests: \$1,200;
- Satisfactory Completion of 3 of the 5 tests: \$2,000;
- Satisfactory Completion of 4 of the 5 tests: \$3,000;
- Satisfactory Completion of 5 of the 5 tests: \$4,000.

Vertical Jump (inches) - 30%

Age	Male	Female
20 – 29	18	13.5
30 – 39	18	11.1
40 – 49	14.5	9
50-59	13	7

Push-ups (1 minute) - 30%

Vertical Jump (inches) - 40%

Age	Male	Female
20 – 29	20	14
30 – 39	18.6	12
40 – 49	15.5	9.6
50-59	13.5	7.4

Push-ups (1 minute) - 40%

Age	Male	Female
20 – 29	26	20
30 – 39	20	15
40 – 49	15	10
50-59	10	9

Sit-ups (1 minute) - 30%

Age	Male	Female
20 – 29	35	30
30 – 39	32	22
40 – 49	27	17
50-59	21	12

1.5 Mile Run (minutes) - 30%

Age	Male	Female
20 – 29	13:16	15:52
30 – 39	13:46	16:38
40 – 49	14:34	17:22
50-59	15:58	18:59

300 Meter Run (minutes) - 30%

Age	Male	Female
20 – 29	1:02	1:15
30 – 39	1:03	1:22
40 – 49	1:17	1:47
50-59	1:27	NTL

Age	Male	Female
20 – 29	29	15
30 – 39	24	11
40 – 49	18	9
50-59	13	7

Sit-ups (1 minute) - 40%

Age	Male	Female
20 – 29	38	32
30 – 39	35	25
40 – 49	29	20
50-59	24	14

1.5 Mile Run (minutes) - 40%

Age	Male	Female
20 – 29	12:29	15:05
30 – 39	12:53	15:56
40 – 49	13:50	17:11
50-59	15:14	19:10

300 Meter Run (minutes) -
40%

Age	Male	Female
20 – 29	0:59	1:11
30 – 39	0:59	1:19
40 – 49	1:12	1:34
50-59	1:23	NTL

27.17 The parties to this Agreement intend that all bonuses received respectively by bargaining unit employees as referenced in 27.15 (Career Retention Bonus) and 27.16 (Healthcare Wellness Incentive) are approved by the City of DeLand Municipal Police Officers' Retirement Plan as pensionable for each qualifying bargaining unit member and pension contributions shall be deducted accordingly when eligible.

ARTICLE 28

TAKE-HOME VEHICLES

29.1 Bargaining unit employees may, upon specific written approval of the Chief of Police, be assigned to take-home a City of DeLand vehicle on a permanent or temporary basis. The Chief of Police retains the ultimate authority at any time to revoke approval to permit any bargaining unit member(s) from having a City of DeLand take-home vehicle.

29.2 All bargaining unit employee(s) assigned a take-home vehicle shall adhere to the following policy:

- Bargaining unit employees must possess a valid State of Florida driver's license appropriate for authorized vehicle. Anyone who is restricted to driving for business purposes only does not have a valid State of Florida driver's license.
- Bargaining unit employees must be a certified sworn law enforcement officer, pursuant to Florida law, to be eligible for a take-home vehicle.
- Bargaining unit employees shall not operate a City vehicle while under the influence of drugs, alcohol or any other impairing substance.
- Take-home vehicles are assigned on a voluntary basis. No bargaining unit employee shall be required to have a take-home vehicle as condition of City employment.
- Take-home vehicles shall remain within Volusia, Flagler, Putnam, Seminole or Lake Counties. Vehicles traveling to and from work in the contiguous counties stated above are required to secure written approval of the Chief of Police.
- City vehicles are authorized for traveling to and from work and on a de minimis amount of personal use, which is defined as an insubstantial personal detour that is infrequent in nature. Take-home vehicles may only be used for personal purposes on a de minimis basis, such as an occasional use for a personal errand while using the take-home vehicle for a business purpose during a commute to or from work. While en route to and from work, stops for incidental errands are permitted, as long as it does not violate current policies, such as, but not limited to, the purchasing of alcohol, unapproved transporting of family members or other citizens, secondary employment or other activity that may be an inappropriate use of taxpayer's money.
- Vehicle assignments will be reviewed when deemed necessary by the Chief of Police or a designated City representative.
- The operations of a take-home vehicle to and from work and on a de minimis basis does not constitute work time and the employee is considered off the clock until they arrive at a bona fide work assignment.

- Except as otherwise authorized by the Chief of Police, only approved Department attire will be worn while operating agency vehicles. Bargaining unit employees driving to and from a physical workout program may wear appropriate physical fitness attire. Appropriate shoes shall be worn, and sandals or open shoes of any type (including flip-flops) are not authorized. No clothing which would be considered offensive is authorized. Sworn members must be armed with a department issued handgun and issued badge of authority in the event that he/she must take enforcement action while operating an agency vehicle.
- Bargaining unit employees shall not permit unauthorized persons to ride and/or operate a City owned vehicle.
- Prior to and after use of the take-home vehicle, bargaining unit employees shall inspect the vehicle for damage. Each bargaining unit employee is required to immediately report any new damage (on private or public property) to the attention of the bargaining unit member's supervisor. The supervisor shall determine the necessity for repairs, further investigation and /or documentation of the damage to the Chief of Police and Risk Management. The supervisor will be responsible for any necessary reports and/or inquiries for new or unreported damage.

29.3 Unless otherwise approved by the Chief of Police, bargaining unit employees shall return their assigned vehicles to the Police Department parking lot or designated area if they take more than seven consecutive workdays of leave time and/or if any of the following situations arise:

- The bargaining unit employee is in Workers' Compensation status;
- The bargaining unit employee is in a "no duty" status;
- The bargaining unit employee possesses a suspended, expired, restricted (i.e. business purposes only) or revoked driver's license;
- The bargaining unit employee is placed on administrative leave;
- The bargaining unit employee had their vehicle authorization suspended or terminated;
- The bargaining unit employee is assigned to restricted duty.

29.4 Before returning their assigned vehicles, the bargaining unit employee shall thoroughly clean the vehicle and inspect it for missing equipment.

29.5 A bargaining unit employee who is on on-call status is authorized to utilize their take-home vehicle pursuant to this Article.

ARTICLE 29

ENTIRE AGREEMENT/DURATION

30.1 This Agreement contains the entire agreement of the parties on all matters relative to wages, hours, working conditions and all other matters which have been, or could have been negotiated by and between the parties prior to the execution of this Agreement.

30.2 Appendices and Amendments (if any) to this Agreement shall be lettered or numbered, dated, and signed by the parties, and shall constitute part of this Agreement.

30.3 This Agreement shall be effective upon approval and execution of the parties and shall remain in full force and effect until and including September 30, 2026.

SIGNATURE PAGE

IN WITNESS THEREOF, the parties attach their hands and seals the below-written dates:

CITY OF DELAND

**INTERNATIONAL UNION OF
POLICE ASSOCIATIONS, AFL-
CIO**

By:_____

By:_____

Attest:

Attest:

Date:

Date:

CITY OF DELAND
AND
INTERNATIONAL UNION OF POLICE ASSOCIATIONS,
AFL-CIO

COLLECTIVE BARGAINING AGREEMENT
(NON-SUPERVISORY AND SUPERVISORY)

FISCAL YEAR 2025-26

ARTICLE 1

PREAMBLE

This Agreement is entered into by and between the City of DeLand; hereinafter referred to as the “City” and the International Union of Police Associations, AFL-CIO, hereinafter referred to as the “Union.”

ARTICLE 2

RECOGNITION

2.1 The City recognizes the Union as the exclusive bargaining agent for all employees in the job classifications included in PERC Certification Nos. 1906 and 1907. The bargaining units covered hereunder shall be as follows:

INCLUDED: All regular, full-time City of DeLand police officers, police corporals and police sergeants, except for personnel assigned to internal affairs.

EXCLUDED: Police chief, deputy chief, police captains, police lieutenants, personnel assigned to internal affairs, part-time reserve officers, and all other City of DeLand employees.

and

INCLUDED: All regular, full-time City of DeLand police lieutenants, except for lieutenants assigned to internal affairs.

EXCLUDED: Police chief, deputy chief, police captains, police lieutenants assigned to internal affairs, police sergeants, police corporals, police officers, part-time reserve officers, and all other City of DeLand employees.

2.2 The Union recognizes that the City Manager and his designees are the collective bargaining representatives for the City. The Union further recognizes its obligation to bargain solely and exclusively with the City Manager and/or his designees, and to refrain from any bargaining with the City's elected officials.

ARTICLE 3

SEVERABILITY

If any provision of this Agreement is rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining provisions of this Agreement shall remain in full force and effect for the term of this Agreement. In the event any provision of this Agreement is lawfully declared invalid, the City and the Union shall meet as soon as practicable to negotiate a replacement provision.

ARTICLE 4

NONDISCRIMINATION

4.1 The parties agree that they will not illegally discriminate against any employee because of race, color, sex, national origin, religion, marital status, disability, age, or any other factor violative of applicable state or federal law. Nothing herein shall restrict the City from taking any action to promote or implement equal employment opportunity and affirmative action in accordance with applicable law.

4.2 The Union and/or its individual members will not illegally discriminate against or harass any employee who does not choose to become a member of the Union.

4.3 There shall be no illegal discrimination, interference, restraint, or coercion by the City against any employee for his activity on behalf of, or membership in, the Union.

4.4 An alleged violation of paragraph 4.1 shall be processed through either the grievance and arbitration procedures set forth herein or the procedures established by state and federal discrimination laws, but not both. The filing of a charge or complaint of discrimination with an administrative agency or a court shall bar the processing of a grievance addressing the same or similar subject; the filing of a charge or complaint of discrimination with an administrative agency or court any time after a grievance has been filed shall act as an automatic withdrawal with prejudice of the grievance.

ARTICLE 5

DUES DEDUCTION

5.1 Any member of the Union, who has submitted a properly executed dues deduction card or statement to the City in accordance with a format prescribed or approved by the City, may, by request in writing, have his membership dues, initiation fees, and uniform assessments in the Union deducted from his wages each pay check. Dues, assessments, and initiation fees so deducted from each employee's salary shall be forwarded by the City to the Union within thirty (30) calendar days of the deduction. However, the City shall have no responsibility for any liability for any monies once sent to the Union, nor shall the City have any responsibility or a liability for the improper deduction of dues. The Union shall indemnify the City and hold it harmless against any and all suits, claims, demands, and liabilities which arise out of or by reason of any action taken or not taken by the City to comply or attempt to comply with the provisions of this Article.

5.2 It shall be the responsibility of the Union to notify the City of any change in the amount of dues to be deducted at least thirty (30) days in advance of said change. Under no circumstances shall the City be required to deduct Union fines, penalties, political action payments, or special assessments of any kind.

5.3 Any member of the Union may, on thirty (30) days written notice to the City, require that the City cease making deductions from his or her wages. The City will forward a copy of the written notice to the Union prior to ceasing the member's dues deductions.

5.4 The City shall forward dues to the Union by electronic funds transfer (EFT), unless requested otherwise by the Union. Should the Union request payment by means other than EFT, the Union shall reimburse the City in the amount of \$100 per pay period for the cost of processing Union dues.

ARTICLE 6

BULLETIN BOARDS

6.1 The City shall furnish the Union with a space for a bulletin board (not to exceed thirty-six (36) inches by thirty-six (36) inches) at a mutually agreeable location in the Police Station.

6.2 The Union shall provide a glass-enclosed and lockable bulletin board for the aforementioned location. The Union shall utilize the bulletin board only to post the following:

- A. Notice of Union meetings.
- B. Notice of Union elections and Union election results.
- C. Copies of the Union's Constitution and By-laws and Amendments thereto.
- D. Notice of recreational and social affairs of the Union.
- E. Copy of this Agreement.
- F. Notices of dues (changes).
- G. Names of Local Union officials (and changes thereto).
- H. Local Union and International Union newsletter (i.e., monthly, quarterly, annual, or special publication).
- I. Minutes of Union meetings.

6.3 All materials placed upon the bulletin board by the Union will be on official IUPA letterhead and signed by the Union President or his designee. The Police Chief or his designee shall be furnished with a copy of any material to be posted prior to posting.

6.4 Under no circumstances shall the Union post any notice containing material of a political nature or material tending to directly or indirectly disparage or demean the City or any of its elected or appointed officials or employees.

ARTICLE 7

WORK STOPPAGES

7.1 There shall be no strikes, work stoppages, slowdowns, mass resignations, sickouts, or other job actions or refusal to perform assigned work by the employees covered under this Agreement.

7.2 It shall be a violation of this Agreement for any employee, while on duty, to fail or refuse to cross or pass any picket line or other demonstration if such failure or refusal in any way delays or interrupts performance of work.

7.3 The parties agree that any employee who participates in or promotes any of the aforementioned activities may be discharged or otherwise disciplined by the City. Nothing herein shall restrict the City from levying different disciplinary actions against different employees based on their involvement in activities prohibited hereunder.

7.4 The Union recognizes that the City and the employees covered hereunder are responsible for and engaged in activities which are the basis of the health and welfare of the City's citizens and that, therefore, any violation of this Article would give rise to irreparable damage to the City and the public at large. Should there be any alleged violation of this Article, the Union shall promptly take appropriate action to remedy the situation. For the purpose of this Article, it is agreed that the Union shall be responsible and liable for any act by its agents, representatives, and/or officers, which act constitutes a violation of this Article.

ARTICLE 8

EMPLOYEE DISCIPLINARY PROCEDURES

8.1 The City may, as provided for in other Articles of this Agreement and City, Departmental and Divisional policy, discipline employees for just cause. The Grievance and Arbitration Procedure hereunder shall be the exclusive procedure to contest disciplinary actions. The City's grievance procedure shall not apply (or be available) to bargaining unit employees hereunder.

8.2 All employees covered hereunder shall be subject to City and Departmental Rules and Regulations.

8.3 Employees shall have the right to request Union representation at all meetings with management in which disciplinary action to the employee may result. Interrogations of employees under investigation for conduct in which disciplinary action may result shall be in accordance with the Florida Law Enforcement Officers Bill of Rights.

8.4 Prior to any suspension or termination, an employee shall be advised of the allegations against him/her and be provided with an opportunity to respond to such allegations to the Police Chief or his designee. In any meeting with the Police Chief or his designee to respond to such allegations, the employee, if he/she requests, shall be allowed representation.

8.5 There shall be no disciplinary action entered into an employee's personnel file without the employee being made aware of such action. Upon request, the City shall provide the employee with a copy of any notice or report of disciplinary action placed in the employee's personnel file.

8.6 No disciplinary action shall be taken against an employee unless and until the employee is so notified.

8.7 Bargaining unit employees serve at the will and pleasure of the City during their new-hire probationary period. As such, new-hire probationary employees may be disciplined or discharged with or without cause, and with or without notice.

ARTICLE 9

SENIORITY AND LAYOFFS

9.1 Seniority shall be defined as the length of continuous service in the City calculated from the date of City employment.

9.2 Seniority with regard to classification/rank shall be defined as the length of continuous service in that specific classification within the Police Department calculated from the date of appointment to that classification/rank. The only exception shall be that if an employee served in a higher classification/rank and was subsequently demoted (voluntarily or involuntarily) to a lower classification, seniority with regard to that lower classification/rank shall be calculated from the date of the employee's original appointment to that classification/rank.

9.3 Seniority shall be terminated upon separation from the City. Employees with the same employment date or promotional date shall be assigned their seniority date in order of their ranking on the eligibility or promotional list, whichever is applicable.

9.4 Seniority shall accumulate during periods of absence where the employee remains in pay status. Seniority is not terminated when an employee is on an approved leave of absence without pay; provided, however, that seniority shall not accrue during any period in which the employee is not in paid status.

9.5 In the event there should be a need to lay off employees in the bargaining unit, such layoff shall be governed by the City's Rules and Regulations.

9.6 Bargaining unit employees shall be subject to recall in accordance with the City's Rules and Regulations.

ARTICLE 10

MANAGEMENT RIGHTS

10.1 The City reserves and retains all rights, powers, prerogatives and authority customarily exercised by management, except as expressly limited or modified by a specific provision of this Agreement.

10.2 The Union and the employees covered under this Agreement recognize and agree that the City has the sole and exclusive right, except as specifically provided for in this Agreement, to manage and direct any and all of its operations. Accordingly, the City specifically, but not by way of limitation, reserves the sole and exclusive right to:

- A. Determine the scope of the service, purpose and organizational structure of the Police Department;
- B. Exercise control and discretion over the organization and efficiency of operations of the Police Department;
- C. Set minimum performance standards for service to be offered to the public, including physical performance standards, and set procedures and standards to evaluate employees' performance;
- D. Change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work, funds, or other management reasons which could arise;
- E. Determine the location, methods, means and personnel by which operations are to be conducted; determine whether and to what extent the work required in its operation shall be performed by employees covered by this Agreement;
- F. Change, formulate, or modify duties, tasks, responsibilities or job descriptions, so long as the duties, tasks, and/or responsibilities remain within the generic scope of law enforcement services, and to formulate and/or amend job descriptions consistent therewith;
- G. Transfer, assign, schedule employees in positions within the organizational structure of the Police Department, and, in the case of light duty, anywhere within the organizational structure of the City;
- H. Change or modify the number, and types, and grades of positions or employees assigned to an organization, unit, division, department, or project; create, expand, reduce, alter, combine, assign, or cease any job as permitted by law;
- I. Hire, examine, classify and/or otherwise determine the criteria, qualifications and standards of selection for employment;

- J. Require any and/or all bargaining unit employees to submit to an examination and/or testing by a health care professional based upon the reasonable belief that the employee may be unable to perform any or all of his assigned job duties, or as part of any periodic or routine physical;
- K. Promote and/or otherwise establish criteria and/or procedures for promotions within and without the bargaining unit as permitted by law; and determine the number and types of positions as well as the number and types of positions in each classification, grade, step or designation in any plan which is or may be developed by the City;
- L. Lay off and/or relieve employees from duty due to lack of work or lack of funding or any other reason, and to recall employees in accordance with this Agreement;
- M. Determine the allocation and content of job classifications; and determine all training parameters for all City positions, including persons to be trained and the nature, extent and frequency of training;
- N. Merge, consolidate, expand, curtail, transfer, or discontinue operations, temporarily or permanently, in whole or in part, as permitted by law;
- O. Contract and/or subcontract any existing or future work as permitted by law;
- P. Assign overtime work to employees;
- Q. Fire, demote, suspend or otherwise discipline employees for just cause and in accordance with this Agreement;
- R. Control the use of equipment and property of the City and determine the number and classifications of employees assigned to any shift, station or piece of equipment;
- S. Determine the maintenance procedures, materials, facilities, and equipment to be used, and introduce new or improved services, maintenance procedures, materials, facilities and equipment;
- T. Take whatever action may be necessary to carry out the mission and responsibility of the City in unusual and/or emergency-situations;
- U. Exercise all management rights and prerogatives as determined by the Public Employees Relations Commission, and the state and federal courts of competent jurisdiction.

10.3 The above rights of the City are not all-inclusive but indicate the type of matters or rights which belong to and are inherent in the City in its general capacity as management. Any of the rights, powers, and authority that the City had prior to entering into this collective bargaining agreement, except as expressly limited or modified by a specific provision of this Agreement, are retained by the City.

10.4 If the City fails to exercise any one or more of the above functions from time-to-time, this will not be deemed a waiver of the City's right to exercise any or all of such functions.

10.5 If, in the sole discretion of the City Manager, it is determined that civil emergency conditions exist, including, but not limited to, riots, civil disorders, hurricane conditions, or any similar or dissimilar catastrophe, the provisions of this Agreement may be suspended by the City Manager during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

10.6 The exercise of the management rights set forth above shall not preclude the Union or any employee covered hereunder from filing a grievance under the Grievance and Arbitration Procedure herein should the Union or the employee feel that the action taken by management violated a specific provision of this Agreement.

10.7 Nothing contained in this Article shall be construed to waive the Union's right to engage in impact bargaining as to the exercise of any of the management rights enumerated above where Florida law requires such bargaining. Where such impact bargaining is requested by the Union and is required by Florida law, the parties shall meet within ten (10) calendar days to attempt to resolve the impact item. If the impact item is not resolved at that meeting, or if the Union fails to meet with the City within the allotted time period, the City shall have the right to exercise the management right, and either party shall be free to invoke the impasse resolution procedure under the Public Employees Relations Act to resolve the impact item.

ARTICLE 11

SUPERVISORY RESPONSIBILITIES/CONFLICTS OF INTEREST

11.1 It is agreed and understood that Lieutenants are supervisors whose primary duties often times create a conflict of interest with the employees whom they supervise. It is, therefore, further agreed and understood that in the exercise of their supervisory duties and responsibilities, Lieutenants covered hereunder must, at all times, act in the best interest of the City as determined by City Management, the Police Chief and other authorized management officials. Accordingly, the Lieutenants covered hereunder will be held accountable for the faithful and efficient performance of their supervisory duties and responsibilities, including, but not limited to the following:

- A. Supervising a shift and directing related operations, including the supervision of all shift personnel.
- B. Supervising scenes and incidents, including the direction of personnel and equipment as required.
- C. Assigning work duties to all subordinate personnel.
- D. Reviewing and evaluating the performance of subordinate personnel.
- E. Conducting internal investigations.
- F. Recommending and administering disciplinary action, including dismissal, suspension, demotion, reprimand, and counseling.
- G. Training and/or administering the training of subordinate personnel.
- H. Evaluating, screening, interviewing, and making recommendations concerning the hiring of new employees.
- I. Enforcing all City and Departmental rules, regulations, policies, procedures, and guidelines and making recommendations concerning revisions thereto.
- J. Conducting law enforcement investigations in accordance with procedural guidelines.
- K. Purchasing materials and equipment within policy guidelines and making recommendations concerning departmental purchases.
- L. Timely and accurately completing all required forms, reports, and other paperwork.
- M. Providing budgetary input as required.

- N. Administering and participating in public education programs.
- O. Participating in committees, task forces, or other work groups as assigned by the Department or the City.
- P. Performing such other duties and responsibilities as are required under the Departments rules, regulations, policies, and procedures and/or as assigned by appropriate management authority.

ARTICLE 12

GRIEVANCE AND ARBITRATION PROCEDURE

12.1 Bargaining unit employees will follow all written and verbal orders given by superiors even if such orders are alleged to be in conflict with the Agreement. Compliance with such orders will not prejudice the right to file a grievance within the time limits contained herein, nor shall compliance affect the ultimate resolution of the Grievance.

12.2 A “grievance” is a claimed violation of this Agreement, including but not limited to the claim that a discharge or other disciplinary action violated a specific provision of this Agreement. No grievance will or need be entertained or processed unless presented in the manner described herein, and unless filed in a manner provided herein within the time limit prescribed herein. A grievance may be filed by a bargaining unit employee or by the Union; however, only the Union may advance a grievance to arbitration, unless the Union’s refusal to advance the grievance to arbitration is because the employee is not a dues paying Union member. In either case, the procedure to be followed will be the same. Grievances regarding discipline of written reprimands or below cannot be advanced to arbitration. The grievant (whether it be the Union or an individual employee) and management may agree to waive Step 1 in any grievance. Grievances which are filed by the Union on behalf of the Union itself or the entire bargaining unit shall be filed with the Department Head or his designee at Step 2, within the time period prescribed in Step 1.

12.3 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 Deputy Chief or his designee within ten (10) calendar days of the occurrence of the event(s) which gave rise to the grievance on the prescribed grievance forms which shall be standard forms used throughout the grievance procedure. Upon receipt of the grievance, the Deputy Chief or his designee shall forward a copy of the grievance to the Department Head. The grievance shall be signed by the aggrieved employee or Union representative and shall state: (a) The date of the alleged events which gave rise to the grievance; (b) the specific Article or Articles and paragraphs of this Agreement allegedly violated; (c) statement of fact pertaining to or giving rise to the alleged grievance; and (d) the specific relief requested. The Deputy Chief or his designee shall, within ten (10) calendar days after presentation of the grievance, render his decision on the grievance in writing with copies to the grievant (if an individual employee), the Union, the Police Chief, and the Human Resources Director.

STEP 2: Any grievance which cannot be satisfactorily settled with the Deputy Chief or his designee shall then be taken up with the Police Chief or his designee. The grievance as specified in writing in Step 1 above, shall be filed with the Police Chief or his designee within ten (10) calendar days after the due date for the Deputy Chief’s response in Step 1 above. The Police Chief and/or his designee shall meet with the grievant (whether it be an

individual employee or the Union), the Union Steward, and the Union Representative (non-employee) and shall, within ten (10) calendar days after such meeting, render his decision on the grievance in writing, with copies to the Grievant (if an individual employee), the Union, and the Human Resources Director.

STEP 3: Any grievance which cannot be satisfactorily settled in Step 2 above shall then be taken up with the City Manager or his designee. The grievance as specified in writing in Step 1 above shall be filed with the City Manager within ten (10) calendar days after the due date for the Police Chief's Response in Step 2 above. The City Manager or his designee shall issue his decision in writing on the grievance (with copies to the Grievant, the Union, the Police Chief, and the Human Resources Director) within ten (10) calendar days after presentation of the grievance at this step. If the City Manager or his designee deems appropriate, he may meet with the grievant, the Union Steward, and the Union Representative (non-employee) prior to issuing his decision.

12.4 If the grievant (whether it be the Union or an individual employee) is not satisfied with the City Manager's decision in Step 3 above, the grievant may request arbitration by hand delivery or by facsimile (with simultaneous mailing by regular mail) or by certified or registered mail of a written notice to the City Manager within ten (10) calendar days of receipt of the City Manager's written decision. Said written notice of arbitration shall include a written statement of the position of the Union (or the individual employee) with respect to the issues upon which arbitration is being sought. Under no circumstances shall the issues to be arbitrated be expanded from the issues set forth in the original grievance filed at Step 1 of the grievance procedure.

12.5 Within ten (10) calendar days from receipt of such notice of arbitration, the party requesting arbitration shall request a list of nine (9) qualified arbitrators with residences in Florida from the Federal Mediation and Conciliation Service. The Union and the City will alternately eliminate one at a time from said list of names, with the party requesting arbitration going first, persons not acceptable, until only one (1) remains and this person will be the arbitrator. Either party may request one (1) additional panel.

12.6 As promptly as possible after the arbitrator has been selected, he/she shall conduct a hearing between the parties and consider the grievance. The decision of the arbitrator will be served upon the individual employee or employees involved, the City and the Union in writing. It shall be the obligation of the arbitrator to make his best effort to rule within thirty (30) calendar days after the hearing. The expenses of the arbitration, including the fee and expenses of the arbitrator, shall be equally divided between the parties. Any party desiring a transcript of the hearing shall bear the cost of such transcript unless both parties mutually agree to share the cost. Each party shall be exclusively responsible for the compensation and expenses of its own witnesses and of its own representatives for purposes of the arbitration hearing.

12.7 The arbitrator will confine his consideration and determination to the written grievance presented in Step 1 of the grievance procedure. The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or amendment thereto. The arbitrator shall have no authority to consider or rule upon

any matter which is stated in this Agreement not to be subject to arbitration or which is not a grievance as defined in this Agreement; nor shall this Collective Bargaining Agreement be construed by the arbitrator to supersede applicable state and federal laws.

12.8 The arbitrator may not issue declaratory opinions and shall confine himself exclusively to the grievance which is presented to him, which grievance must be actual and existing. The arbitrator's decision shall be final and binding; provided, however, that either party shall be entitled to seek review of the arbitrator's decision in the Circuit Court.

12.9 No decision of any arbitrator or of the City in any one case shall create a basis for retroactive adjustment in any other cases. All claims for back wages shall be reduced by any unemployment compensation and/or interim earnings that the grievant may or might have received during the period involved.

12.10 The resolution of any grievance by the arbitrator or by the parties resulting in retroactive adjustment, including back wages, shall be limited to a thirty (30) day period prior to the date of the filing of a grievance at Step 1.

12.11 It is agreed with respect to this grievance and arbitration procedure that:

- A. It is the intent of the parties that a grievance must be raised at the earliest possible time. Any grievance in order to be entertained and processed must be submitted in a timely manner by the grievant (whether the grievant be the Union or an individual employee).
- B. Grievances not submitted by the grievant in a timely manner shall be conclusively barred on the merits following the expiration of the prescribed time limit. Such a time barred grievance need not be entertained or processed, and only facts disputed as to timing will be the subject of any arbitration resulting from the matter. A grievance which is for any reason not the subject of a timely response by the City or by the Department shall require the grievant to proceed to the next step.

12.12 Nothing in this Agreement shall prohibit the presence of a Union representative at all steps provided in this procedure.

12.13 Neither the Union nor the City shall have any obligation to pay any legal or arbitration fees and/or costs on behalf of any bargaining unit employee who advances a grievance on his/her own. Such fees and/or costs shall be borne by the individual.

12.14 The Grievance and Arbitration procedure set forth herein shall be the sole and exclusive procedure available to bargaining unit employees to contest any alleged violation of this Agreement, including, but not limited to, any claim involving a discharge or other disciplinary action. The parties hereby agree that the City's grievance and/or appeals procedures shall not be applicable or available to the employees covered by this Agreement.

12.15 Neither new-hire probationary employees on their own, nor the Union on their behalf, shall have the right to file a grievance or arbitrate any performance review or disciplinary action, including termination, of probationary employees.

ARTICLE 13

RULES AND REGULATIONS

13.1 The employees covered hereunder shall comply with all rules, regulations, policies, procedures and operating bulletins of the City, the Department and the Division, and any amendments thereto, except as superseded or modified herein.

13.2 Should the City, the Department, or the Division amend or modify any of the aforesaid rules, regulations, policies, or procedures, a courtesy copy of any such new (or amended) rule, regulation, policy, procedure, or operating bulletin shall be mailed or delivered to the Union (or the Union's employee representative within the Police Department) at least ten (10) business days prior to implementation. Nothing herein shall restrict the City, the Department, or the Division from implementing any new (or amended) rule, regulation, policy, procedure, or operating bulletin prior to the expiration of ten (10) business days if operational necessity requires such earlier implementation.

13.3 The Union shall be furnished a copy of all current and subsequently amended written rules, regulations, policies, procedures, and operating bulletins pertaining to employer-employee relations and distributed to members of the bargaining unit.

13.4 No disciplinary action will be taken for a violation of a new (or amended) rule, regulation, policy, procedure, or operating bulletin until the passage of at least forty-eight (48) hours after dissemination to the employees. For the purpose of this Article, dissemination of such new (or amended) rule, regulation, policy, procedure, or operating bulletin shall be via electronic mail, telecommunication, station briefing, bulletin board posting, personal distribution, or any other appropriate means.

ARTICLE 14

UNION BUSINESS

14.1 Nothing contained in this Collective Bargaining Agreement shall preclude any employee covered by this Agreement from pursuing any right or remedy available under this Agreement without representation of the Union. Further, nothing contained in this Agreement shall preclude any employee from discussing a problem directly with his immediate non-bargaining unit supervisor or any other Departmental official without the intervention of the Union; provided, however, that such non-bargaining unit supervisor or other Departmental official is agreeable to having such discussion. Any resolution made by an employee covered hereunder with his non-bargaining unit supervisor shall not set a precedent for the settlement of any other disagreement involving the same or other employees.

14.2 The City shall recognize two (2) Union Stewards and one (1) Alternate Union Steward to represent bargaining unit employees. A written list of the Union Stewards and the Alternate Union Steward shall be furnished to the Human Resources Director and the Police Chief prior to the effective date of the Union Stewards and Alternate Union Steward assuming their duties. Prompt written notification of changes in the Union Stewards and the Alternate Union Steward shall be provided to the Human Resources Director and the Police Chief. No Union Stewards or Alternate Union Steward will be recognized by the City unless such written notification was presented prior to such Union Stewards or Alternate Union Steward assuming his/her duties.

14.3 The Union Stewards and the Alternate Union Steward shall be paid by the City only when they perform assigned law enforcement duties and/or work directed by the City. To the extent that these employees wish to perform Union duties (such as negotiations, grievance processing, attending Union conventions, etc.) during their normal work schedules, they may utilize vacation leave; provided, however, that they comply with the rules otherwise applicable to vacation leave. The Union Stewards and the Alternate Union Steward shall not be required to utilize vacation leave where their attendance at meetings during working hours is specifically requested by the City.

ARTICLE 15

BENEFITS AND LEAVE

15.1 The City shall provide bargaining unit employees benefits and leave in accordance with the City's Rules and Regulations.

15.2 Bargaining unit members shall be provided health insurance on the same basis as provided to general non-bargaining unit employees of the City, including any increased costs or changes in benefits provided to general non-bargaining unit employees.

15.3 Effective October 1, 2011, Spring Day and Safety Day was eliminated for all bargaining unit members.

15.4 Christmas gift cards shall be provided to bargaining unit members on the same basis as provided to general non-bargaining unit employees of the City.

15.5 Bargaining unit members hired after October 1, 2010 will not be eligible for Service Recognition Check upon retirement.

15.6 Bargaining unit members shall be entitled to a total of two (2) Personal Days for fiscal year 2024-25. These Personal Days must be used by September 30, 2025. Personal Days not timely used are forfeited. New hire probationary employees may not use Personal Days until after successful completion of probation.

ARTICLE 16

REPLACEMENT OF PERSONAL PROPERTY

Replacement of lost or damaged personal property shall normally be the responsibility of the employee. However, the Police Chief, in his discretion, may authorize replacement of (or reimbursement for) eyeglasses, contact lenses, or wrist watches which are damaged as a result of an employee being involved in an unavoidable physical altercation in the line of duty. The employee making the request for replacement of (or reimbursement for) damaged eyeglasses, contact lenses, or wrist watch must provide the Police Chief with a detailed report describing the incident from which the damage resulted and the cause of the damage. The employee must also provide the Police Chief with a certified estimate of the cost of repair or replacement of the damaged eyeglasses, contact lenses, or wrist watch. Reimbursement for damaged eyeglasses or contact lenses shall not exceed One Hundred and Fifty Dollars (\$150.00). Reimbursement for damaged wrist watches shall not exceed Seventy-Five (\$75.00).

ARTICLE 17

TRANSFERS AND REASSIGNMENTS

Except as otherwise provided in this Agreement, transfers and reassignments shall be within the discretion of management.

ARTICLE 18

PENSION

18.1 The City shall provide bargaining unit employees with pension benefits as approved by the City Commission.

18.2 The City shall maintain a fund that will support a ½% cost of living adjustment (COLA) for the police pension fund for employees that have at least 20 years of continuous full-time service at the time of retirement from full-time City employment or have at least 10 years of continuous service with the City and are age 55 at the time of retirement from full-time City employment. COLAs will be effective on the anniversary date of retirement. Effective October 1, 2012, bargaining unit employees employed by the City as of March 21, 2011 shall be entitled to receive an additional one and one-half percent (1 ½ %) COLA on the date beginning three (3) years after the eligible bargaining unit employee's date of retirement or upon attaining age 55, whichever is earlier.

18.3 Effective October 1, 2025, payout and counting of accrued sick, vacation, or other leave toward "compensation" and annual overtime hours in excess of 300 hours for pension purposes shall be prohibited in accordance with Section 185.02(6), Florida Statutes, as amended and The City of DeLand Code of Ordinance Chapter 23 – Pensions and Social Security; Article III. – DeLand Municipal Police Officer's Retirement Plan; Division 4. Basis, Amount, and Payment of Retirement Income; Sec. 23-71. – Basis of Retirement Income. The amount of sick, vacation, or other leave accrued by bargaining unit employees as of September 20, 2013 shall continue to be eligible for payout and counting toward "compensation" for pension purposes at the time of retirement up to the amount of accrued leave existing as of September 20, 2013 and in accordance with the rules for payout that existed as of September 20, 2013.

ARTICLE 19

PROMOTIONS

19.1 Promotional procedures and eligibility for promotions to positions included in the bargaining unit under Article 2 (Recognition) shall be in accordance with applicable City Rules and Regulations and Police Department policies.

19.2 Promotional procedures and eligibility for promotions to positions excluded from the bargaining unit under Article 2 (Recognition) shall be at the City's discretion.

19.3 If a bargaining unit employee is promoted and then demoted within 24 months of the promotion, the employee upon demotion shall have his/her wages decreased by an amount equal to the amount of increase received upon promotion.

19.4 In the event that a Police Officer is promoted to Sergeant, the promoted officer shall receive a 10% promotional increase or the bottom of the pay range, whichever is greater.

ARTICLE 20

WORK PERIOD AND OVERTIME

20.1 The City shall provide bargaining unit employees overtime and/or compensatory time in accordance with the City's Rules and Regulations (except as distinguished in 20.2 below), and applicable practices such as sick leave not counting as time worked for overtime. All bargaining unit employees shall use the time-keeping record software system for entering and processing time and attendance.

20.2 Bargaining unit employees shall be allowed to accrue a maximum of 84 hours of compensatory time.

ARTICLE 21

CALL-BACK PAY

21.1 Call-back pay is provided to compensate employees required to return to work after completing a regularly assigned shift. Eligibility for call-back pay is as follows:

- A. Any employee who is off duty and required to return to work on an unscheduled basis shall be eligible for call-back pay at his/her regular straight-time rate or overtime rate, whichever is applicable. Answering telephone inquiries shall not be considered a return to work.
- B. Any employee who is on duty and is instructed and assigned to return to work or to remain on duty and continue working shall be ineligible for call-back pay, but eligible for compensation at his/her straight-time rate or overtime rate, whichever is applicable.
- C. Any employee eligible for call-back pay shall be paid for his/her actual hours worked with a minimum guarantee of four (4) hours pay at his straight-time rate or overtime rate, whichever is applicable.
- D. Any employee who appears for court duty outside of his/her scheduled shift shall be paid for his/her actual hours worked with a minimum guarantee of four (4) hours pay at the straight-time rate or overtime rate, whichever is applicable.
- E. Any employee who is scheduled for on-call status during off-duty hours and is called in to work while in on-call status shall be paid for his/her actual hours worked with a minimum guarantee of two (2) hours pay at the straight-time rate or overtime rate, whichever is applicable.

ARTICLE 22

NO SMOKING POLICY

22.1 The City of DeLand is continually striving to improve working conditions and protect health of its employees and the general public. In accordance with the “Florida Clean Indoor Act” (Florida Statute 386), the City will provide a healthy, comfortable and safe environment in all respects by prohibiting members covered hereunder from smoking cigarettes, cigars, pipes, e-cigarettes or otherwise using tobacco products of any nature in any City-owned or leased vehicle or building, in any public or private place where smoking is prohibited by state law or City ordinance, or while on a call or while in view of the public. This Article does not interfere with bargaining unit members’ continued ability to use tobacco products on duty in accord with existing departmental policy.

ARTICLE 23

ALCOHOL AND DRUG TESTING

23.1 Bargaining unit employees shall be subject to the City's Drug Free Workplace Policy. Employees covered hereunder (or applicants for positions covered hereunder) may be required to take a drug/alcohol test when:

- A. Applying or reapplying for employment.
- B. Prior to transferring into or out of a unit whose primary responsibilities include the enforcement of drug laws.
- C. Semi-annually, while assigned to a drug enforcement unit, or a unit responsible for securing and holding drugs as evidence.
- D. Prior to assignment to any sensitive position within the Department where there is a strong Departmental interest in keeping the employees drug-free.
- E. At any time when reasonable suspicion exists that an employee has engaged in the illicit use of narcotic drugs or controlled substances.
- F. Pursuant to any random testing program not prohibited by applicable law.

ARTICLE 24

JOB-RELATED INJURY

24.1 Work-related injuries shall be subject to the Florida Workers' Compensation Law, Chapter 440, Florida Statutes, City and Departmental Policy, and any amendments thereto.

24.2 Light duty assignments will be made for employees with work-related injuries/illnesses in the sole and exclusive discretion of the City. An employee who has sustained a work-related injury/illness and has been released by a doctor to return to work with restrictions shall report to the Human Resources Office with a copy of the physician's statement detailing work limitations. If the City determines that productive work is available within the employee's Department and such work is consistent with the employee's medically certified restrictions, the employee may be utilized in his/her own Department. If the City determines that no productive work exists within the employee's medically certified restrictions in the employee's own Department, the employee may be placed in another department. The employees assigned to light duty shall be compensated at the rate of pay applicable to their regular bargaining unit classification times the number of hours actually worked in the light duty assignment.

ARTICLE 25

EMPLOYEE MANAGEMENT COMMITTEE

25.1 There shall be an Employee Management Committee consisting of the following Management and Union representatives:

- A. The President of the Union (or his designee), two (2) bargaining unit employees, the Police Chief (or his designee), and one (1) command level officer designated by the Police Chief.

25.2 The Employee Management Committee shall meet semi-annually on the dates mutually agreed upon by the participants or more frequently if the parties so agree. The sole function of the Committee shall be to discuss general matters pertaining to employee relations and Departmental operations, including safety and health. The Committee shall not engage in collective bargaining or resolution of grievances. Union representatives attending Committee meetings during their off-duty hours shall not be compensated for the time spent in such meetings.

ARTICLE 26

VACATIONS AND LEAVES OF ABSENCES

26.1 The City shall provide bargaining unit employees vacations and leaves of absences in accordance with the City's Rules and Regulations. Bargaining unit employees hired after October 1, 2010 shall accrue vacation and sick leave per pay period as follows:

Vacation Leave Accrual

Years of Service	Years 1-5	Year 6	Year 7	Year 8	Year 9	Year 10
Hours Per Pay Period	4.61	5.07	5.54	6.0	6.46	6.92

Sick Leave Accrual

Years of Service	0-3 Yrs	4+ Yrs
Hours Per Pay Period	2.31	4.62

26.2 After using 84 hours of vacation between October 1 and September 30, bargaining unit employees with 11 Years of Service or more may one time during each fiscal year sell back to the City accrued vacation time up to the employee's current annual vacation accrual less 84 hours.

ARTICLE 27

WAGES AND COMPENSATION

27.1 Each non-probationary bargaining unit employee shall receive the wage increase equal to six percent (6%) of their base wage. All bargaining unit members in the classification of Corporal, Sergeant, or Lieutenant effective September 20, 2025 shall receive an additional wage increase equal to two percent (2%) of their base wage. All wage increases set forth herein shall take effect at the beginning of Fiscal Year 2025-26, with an retroactive effective date of September 20, 2025. See Exhibit A.

27.2 Each probationary bargaining unit employee shall not be eligible for the wage increase reflected for them in Exhibit A until successfully passing probation or commencing the first full pay period after complete ratification of this Agreement, whichever shall come later.

27.3 The new minimum hourly rate of pay for a new-hire entry level police officer without prior law enforcement experience is \$26.00/hr. (\$56,784). The Police Chief or his designee shall have the discretion to approve a higher starting rate of pay for anyone who is hired or transferred into a police officer position and has prior law enforcement experience.

27.4 The minimum hourly rate of pay for police corporals is 29.12/hr. (\$63,598).

27.5 The minimum hourly rate of pay for police sergeants is \$32.61. (\$71,220).

27.6 The minimum hourly rate of pay for police lieutenants is \$38.15/hr. (\$83,320).

27.7 Bargaining unit employees shall receive the following assignment incentives:

- A. Bargaining unit employees assigned to the Detective Division shall receive an incentive of 5% added to their base for as long as they are assigned to the Detective Division.
- B. Bargaining unit employees assigned to the Traffic Unit shall receive an incentive of 5% added to their base for as long as they are assigned to the Traffic Unit.
- C. Bargaining unit employees assigned as K-9 Officers shall receive \$40 per week added to their base for as long as they are assigned as K-9 Officers.
- D. Bargaining unit employees assigned as a DUI Officers shall receive \$40 per week added to their base for as long as they are so assigned.
- E. Bargaining unit employees who qualify for bilingual pay under City policy shall receive \$40 per week added to their base for as long as they are so qualified.

- F. Bargaining unit employees assigned as “Meth Lab” Unit Officers shall receive \$40 per week added to their base for as long as they are so assigned.
- G. Bargaining unit employees assigned as “SWAT Unit Officers shall receive an incentive of 5% added to their base for as long as they are so assigned.
- H. Bargaining unit employees assigned as Animal Control Officers shall receive \$40 per week added to their base for as long as they are so assigned.
- I. Bargaining unit employees assigned as a School Resource Officer shall receive \$40 per week added to their base for as long as they are so assigned.
- J. Bargaining unit employees assigned to the Special Operations and Support Services Division shall receive \$40 per week added to their base for as long as they are so assigned.
- K. Bargaining unit employees who qualify for more than one assignment incentive listed above shall receive either 5% added to their base rate or \$40 per week for the first assignment and \$20 per week for their second assignment.
- L. Bargaining unit employees assigned to CID/Detective shall receive a clothing allowance of \$250.00 per quarter for as long as they are so assigned.

27.8 Bargaining unit employees assigned as a Field Training Officer shall be entitled to receive two hours of overtime pay per shift when devoting at least two hours with a trainee during a shift.

27.9 It is agreed and understood that pay ranges and wage increases of any kind after September 30, 2025 shall be established through the collective bargaining process based solely on implementation of a new collective bargaining agreement for Fiscal Year 2025-26 (and subsequent Fiscal Years), and where required, the statutory impasse resolution process.

27.10 Bargaining unit employees shall not receive any cellular phone stipend from the City.

27.11 Bargaining unit employees shall not receive Out of Class Pay during the first 14 days (pay period) that they are required to work in a higher pay grade. Lieutenants who assume the duties and responsibilities of their subordinate sergeant shall receive an additional 5% increase in pay after the 14th day (pay period).

27.12 The City shall require that third parties provide a four (4) hour minimum for bargaining unit employees for any approved off-duty special detail scheduled through or facilitated by the City.

27.13 Bargaining unit employees who are assigned to regular duties on the night shift/evening shift shall receive Shift Differential pay of \$0.50 per hour added to their base pay for all hours actually worked when assigned. Bargaining unit employees who are regularly assigned to the day shift but work overtime or otherwise fill in for the night shift are not eligible for the Shift Differential pay set forth in this paragraph.

27.14 Bargaining unit employees who are assigned to the two-lieutenant operational patrol platoon leader positions shall receive \$0.50 per hour added to their base pay for all hours actually worked in this assignment.

27.15 Career Retention Bonus - Bargaining unit employees will be eligible for a Career Retention Bonus, to be paid in the first full pay period of the fiscal year, for every full year of service that the bargaining unit employee has as of October 1 of that fiscal year. Bargaining unit members shall be eligible for a Career Retention Bonus following the completion of four (4) full years of service as a City of DeLand Certified Law Enforcement Officer and received a rating of "Meet Minimum Standards" or higher on their most recent annual performance evaluation. The value of the Career Retention Bonus will be based on the annualized minimum rate of pay specified for the Bargaining Unit members' respective position classification in this Collective Bargaining Agreement, and the Bargaining Unit members' respective completed years of service and associated bonus percentage based on the table below:

4 Years of Service	3% position minimum	5 Years of Service	3.25% position minimum
6 Years of Service	3.5% position minimum	7 Years of Service	3.75% position minimum
8 Years of Service	4% position minimum	9 Years of Service	4.25% position minimum
10 Years of Service	4.5% position minimum	11 Years of Service	4.75% position minimum
12 Years of Service	5% position minimum	13 Years of Service	5.25% position minimum
14 Years of Service	5.5% position minimum	15 Years of Service	5.75% position minimum
16 Years of Service	6% position minimum	17 Years of Service	6.25% position minimum
18 Years of Service	6.5% position minimum	19 Years of Service	6.75% position minimum
20+ Years of Service	7% position minimum		

27.16 Healthcare Wellness Incentive - Bargaining unit employees who meet identified fitness standards in accordance with the Cooper Standards of Fitness for Law Enforcement Officers at the 30th percentile based on their age/gender in FY 2025/26 & 2026/27, and the 40th percentile in FY 2027/28 and in following fiscal years, and complete an annual health screening by their primary care physician or the City Health Clinic each fiscal year, shall be eligible to receive a healthcare wellness incentive. There will be five (5) identified fitness standards, and the number of standards met will determine the total amount of healthcare wellness incentive each bargaining unit employee is respectively qualified to receive.

No health or medical information will be collected by the City from the City Health Clinic or the employees' respective Primary Care Physician to determine whether the employee participated in an annual health screening. To determine whether this requirement is met for each bargaining unit employee, the City will only receive or request confirmation that the employee attended a preventative or health wellness examination as described herein per collective bargaining agreement requirements.

The Healthcare Wellness Incentive is established to encourage officers to make healthy choices and maintain optimal physical fitness while carrying out their respective professional responsibilities as a Law Enforcement Officer. Participation in the Healthcare Wellness Incentive is completely voluntary. The Healthcare Wellness Incentive is not an Annual Physical Fitness Examination that sets physical standards for continued employment or discipline for failing to meet such physical standards established.

Testing for the annual physical will be conducted by a mutually agreed upon party by the City's Human Resources Director and the IUPA Local President. Testing will be available four (4) times per fiscal year, with bargaining unit members being allowed only one (1) testing opportunity per fiscal year. Testing will be considered on the employee's own time and will not be considered for worker's compensation coverage.

Bargaining unit employees who satisfactorily complete the identified number of the five (5) fitness standards (see below) and complete an annual health screening by either their primary care physician or the City Health Clinic shall be eligible for the corresponding incentive as described here:

- Satisfactory Completion of 2 of the 5 tests: \$1,200;
- Satisfactory Completion of 3 of the 5 tests: \$2,000;
- Satisfactory Completion of 4 of the 5 tests: \$3,000;
- Satisfactory Completion of 5 of the 5 tests: \$4,000.

Vertical Jump (inches) - 30%

Age	Male	Female
20 – 29	18	13.5
30 – 39	18	11.1
40 – 49	14.5	9
50-59	13	7

Push-ups (1 minute) - 30%

Age	Male	Female
20 – 29	26	20
30 – 39	20	15
40 – 49	15	10

Vertical Jump (inches) - 40%

Age	Male	Female
20 – 29	20	14
30 – 39	18.6	12
40 – 49	15.5	9.6
50-59	13.5	7.4

Push-ups (1 minute) - 40%

Age	Male	Female
20 – 29	29	15
30 – 39	24	11
40 – 49	18	9

50-59	10	9
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Sit-ups (1 minute) - 30%

Age	Male	Female
20 – 29	35	30
30 – 39	32	22
40 – 49	27	17
50-59	21	12

1.5 Mile Run (minutes) - 30%

Age	Male	Female
20 – 29	13:16	15:52
30 – 39	13:46	16:38
40 – 49	14:34	17:22
50-59	15:58	18:59

300 Meter Run (minutes) - 30%

Age	Male	Female
20 – 29	1:02	1:15
30 – 39	1:03	1:22
40 – 49	1:17	1:47
50-59	1:27	NTL

50-59	13	7
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Sit-ups (1 minute) - 40%

Age	Male	Female
20 – 29	38	32
30 – 39	35	25
40 – 49	29	20
50-59	24	14

1.5 Mile Run (minutes) - 40%

Age	Male	Female
20 – 29	12:29	15:05
30 – 39	12:53	15:56
40 – 49	13:50	17:11
50-59	15:14	19:10

300 Meter Run (minutes) - 40%

Age	Male	Female
20 – 29	0:59	1:11
30 – 39	0:59	1:19
40 – 49	1:12	1:34
50-59	1:23	NTL

27.17 The parties to this Agreement intend that all bonuses received respectively by bargaining unit employees as referenced in 27.15 (Career Retention Bonus) and 27.16 (Healthcare Wellness Incentive) are approved by the City of DeLand Municipal Police Officers' Retirement Plan as pensionable for each qualifying bargaining unit member and pension contributions shall be deducted accordingly when eligible.

ARTICLE 28

TAKE-HOME VEHICLES

29.1 Bargaining unit employees may, upon specific written approval of the Chief of Police, be assigned to take-home a City of DeLand vehicle on a permanent or temporary basis. The Chief of Police retains the ultimate authority at any time to revoke approval to permit any bargaining unit member(s) from having a City of DeLand take-home vehicle.

29.2 All bargaining unit employee(s) assigned a take-home vehicle shall adhere to the following policy:

- Bargaining unit employees must possess a valid State of Florida driver's license appropriate for authorized vehicle. Anyone who is restricted to driving for business purposes only does not have a valid State of Florida driver's license.
- Bargaining unit employees must be a certified sworn law enforcement officer, pursuant to Florida law, to be eligible for a take-home vehicle.
- Bargaining unit employees shall not operate a City vehicle while under the influence of drugs, alcohol or any other impairing substance.
- Take-home vehicles are assigned on a voluntary basis. No bargaining unit employee shall be required to have a take-home vehicle as condition of City employment.
- Take-home vehicles shall remain within Volusia, Flagler, Putnam, Seminole or Lake Counties. Vehicles traveling to and from work in the contiguous counties stated above are required to secure written approval of the Chief of Police.
- City vehicles are authorized for traveling to and from work and on a de minimis amount of personal use, which is defined as an insubstantial personal detour that is infrequent in nature. Take-home vehicles may only be used for personal purposes on a de minimis basis, such as an occasional use for a personal errand while using the take-home vehicle for a business purpose during a commute to or from work. While en route to and from work, stops for incidental errands are permitted, as long as it does not violate current policies, such as, but not limited to, the purchasing of alcohol, unapproved transporting of family members or other citizens, secondary employment or other activity that may be an inappropriate use of taxpayer's money.
- Vehicle assignments will be reviewed when deemed necessary by the Chief of Police or a designated City representative.
- The operations of a take-home vehicle to and from work and on a de minimis basis does not constitute work time and the employee is considered off the clock until they arrive at a bona fide work assignment.

- Except as otherwise authorized by the Chief of Police, only approved Department attire will be worn while operating agency vehicles. Bargaining unit employees driving to and from a physical workout program may wear appropriate physical fitness attire. Appropriate shoes shall be worn, and sandals or open shoes of any type (including flip-flops) are not authorized. No clothing which would be considered offensive is authorized. Sworn members must be armed with a department issued handgun and issued badge of authority in the event that he/she must take enforcement action while operating an agency vehicle.
- Bargaining unit employees shall not permit unauthorized persons to ride and/or operate a City owned vehicle.
- Prior to and after use of the take-home vehicle, bargaining unit employees shall inspect the vehicle for damage. Each bargaining unit employee is required to immediately report any new damage (on private or public property) to the attention of the bargaining unit member's supervisor. The supervisor shall determine the necessity for repairs, further investigation and /or documentation of the damage to the Chief of Police and Risk Management. The supervisor will be responsible for any necessary reports and/or inquiries for new or unreported damage.

29.3 Unless otherwise approved by the Chief of Police, bargaining unit employees shall return their assigned vehicles to the Police Department parking lot or designated area if they take more than seven consecutive workdays of leave time and/or if any of the following situations arise:

- The bargaining unit employee is in Workers' Compensation status;
- The bargaining unit employee is in a "no duty" status;
- The bargaining unit employee possesses a suspended, expired, restricted (i.e. business purposes only) or revoked driver's license;
- The bargaining unit employee is placed on administrative leave;
- The bargaining unit employee had their vehicle authorization suspended or terminated;
- The bargaining unit employee is assigned to restricted duty.

29.4 Before returning their assigned vehicles, the bargaining unit employee shall thoroughly clean the vehicle and inspect it for missing equipment.

29.5 A bargaining unit employee who is on on-call status is authorized to utilize their take-home vehicle pursuant to this Article.

ARTICLE 29

ENTIRE AGREEMENT/DURATION

30.1 This Agreement contains the entire agreement of the parties on all matters relative to wages, hours, working conditions and all other matters which have been, or could have been negotiated by and between the parties prior to the execution of this Agreement.

30.2 Appendices and Amendments (if any) to this Agreement shall be lettered or numbered, dated, and signed by the parties, and shall constitute part of this Agreement.

30.3 This Agreement shall be effective upon approval and execution of the parties and shall remain in full force and effect until and including September 30, 2026.

SIGNATURE PAGE

IN WITNESS THEREOF, the parties attach their hands and seals the below-written dates:

CITY OF DELAND

**INTERNATIONAL UNION OF
POLICE ASSOCIATIONS, AFL-
CIO**

By: _____

By:  N. MATHER

Attest:

Attest:

 R. CASH

Date:

Date:

10/28/25

CITY OF DELAND
Request for Commission Action
November 3, 2025

SUBJECT: Consideration re Timmons Group Agreement for Professional Services, Geographic Information System (GIS) Utility Network Migration Phase 2.

DEPARTMENT: Engineering

PREPARED BY: Ray Bahrami, City Engineer

ATTACHMENTS: Timmons Group Proposal

APPROVED BY: Michael Pleus, City Manager, October 27, 2025

SUMMARY/HIGHLIGHT:

On July 7, 2025, the City Commission approved a "piggyback" contract with Timmons Group to perform Phase 1 of Utility Network (UN) Migration which included Project Initiation, ArcGIS Enterprise Review, Data Readiness Assessment, Discovery and Future State Plan.

Potable and Reclaimed Water will be migrated first (Phase 2) followed by Sanitary Sewer and Stormwater datasets (Phase 3).

Timmons Group is going to complete Phase 1 by the end of November of this year.

The subject proposal is for water and reclaimed water utility network implementation (Phase 2) which includes Data Modeling & Tools, Data Migration, City works Reconfiguration, Testing, Training and Go-Live.

The City Staff is just authorizing Timmons Group to perform Phase 2 of UN Migration.

This work will be done in accordance with the contract between the Timmons Group and St. Johns County which the City Commission previously approved by way of a "piggyback" contract.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The FY 25/26 includes \$200,000 for this project.

RECOMMENDATION:

Staff recommends that the City Commission approve Timmons Group Geospatial Solutions professional services contract for GIS Utility Network Migration Phase 2 in the amount of \$142,600.00.

BACKGROUND/DISCUSSION:

The existing data and infrastructure (Geometric Network) that the City of DeLand potable water, reclaimed water, stormwater, and sanitary sewer systems were based on is in legacy and is slated for end-of-life in 2027. The data existing in legacy has already impacted our ability to collect data and our best practices for those systems. End of life ends support completely, affecting critical issues such as the functioning applications used to collect data, resulting in the inability to collect field data with which to update the utilities, and IT security, as old desktop software vulnerabilities will go unpatched after that time. As City works is integrated directly with this data, this will also affect its systems and those departments using it.



TIMMONS GROUP

GEOSPATIAL SOLUTIONS

UTILITY NETWORK MIGRATION

City of DeLand, Florida



Utility Network Migration – Scope of Work
City of Deland, Florida

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PROJECT UNDERSTANDING

Timmons Group understand that the City of Deland would like to migrate their Water, Reclaimed, Sewer, and Storm GIS datasets to the Utility Network (UN), following a Utility Network Planning phase. The Water and Reclaimed dataset will be migrated first, followed by the Sewer and Storm datasets.

PROJECT APPROACH

PHASE 2 – WATER AND RECLAIMED UTILITY NETWORK IMPLEMENTATION

The following tasks will be started following Task 6's completion in Phase 1. They will focus exclusively on Water and Reclaimed.

Task 1: Data Model Design and Editing Tools

The goal of this task is to architect a UN data model that meets the City's needs, as well as prepare editing tools to increase efficiency in GIS workflows.

Database Design

Timmons Group will ensure the enterprise geodatabases are set-up with the appropriate schema (e.g., database admins, data owners) to ensure the UN has the appropriate security protections. It is recommended that the geodatabase owner is "sde" (not "dbo") and that the data owner is a different user.

Data Model Discovery

The data model design task starts with workshops with the City's GIS editors, users, and subject matter experts. The agenda will include the collection of specific requirements for editing following the deployment of the revised data model. The primary purpose of the data model workshops will be to review the existing data model to make certain that only useful items and data are migrated into the UN. This is accomplished via a spreadsheet that lists all the current feature classes and fields; by including information about how often each field is populated, we generate discussion around the usefulness of each field and, where present, the domains.

Create Data Model

Data modeling starts with template UN data models from Esri that Timmons Group has customized for improved compatibility with integrations. We will take the source data model review from the Data Model Discovery task and use it to build a Migration Matrix; this shows how every feature class, field, and domain value in the source data will migrate to the Utility Networks, as well as how those Utility Networks are further customized for the City's needs. Emphasis will be given, but not limited, to features, fields, domains, subtypes, and attributes which we will add: 1) for Utility Network Model compatibility, and 2) to account for the City's customizations to avoid data loss.

Data Model Design will include creating service territory polygons for each Network. This will also involve configuring the:

- Structure and utility domains
- Tiers and subnetworks
- Network rules
- Subtypes (asset groups)
- Domains
- Associations
- Attachments, as necessary
- Terminals, as necessary

Timmons Group will provide the data model development materials to the City for feedback and review iteratively, first as a migration mapping Excel and then as a geodatabase.

Quality Assurance

Timmons Group uses Peer Review QA; this approach means a different Analyst than the one who created the customized data model will review it, making certain that the proper fields, domains, and other UN properties have been properly applied as discussed and documented. This approach is also used for QA of the Data Migration output.

Editing Tools

Timmons Group will configure the UN with tools to improve data quality and reduce clicks using Attribute Rules, Contingent Values (CVs), and complex editing templates. Our team will configure Calculation and Validation Attribute Rules to make certain of data quality; these will be the tools that the existing Attribute Assistant functionality will be migrated to, as well as how the unique IDs are generated. We will present a list of common rules and work with the City to expand it to meet business needs.

Group editing templates will be configured per the needs discussed during the workshops. Any edit templates currently configured with the Water Geometric Network Editing and Analysis add-in will be migrated to these group editing templates. This often involves items like hydrant and meter/service connection editing templates to streamline editing. These templates will be designed and documented at this stage but not built until the UN is deployed in the DEV environment.

Documentation

Following customization of the UN data model, a data dictionary will be provided. This will show the final asset groups, domain values, domain assignments, fields, and network rules.

Task 2: Data Migration

Data Migration

Timmons Group will use Safe Software's FME product to migrate the data from the current database(s) to the customized UN database from the previous phase. Most of the migration logic will have been documented in the previous phase as part of the data model customization process. As changes must occur to that logic, the City will be consulted and informed.

The migration process can enhance and enrich the data mid-migration; for example, if a feature needs an attribute created based on a feature that intersects it, that can be added by the tools.

Geodatabase Versioning

Following migration approval, Timmons Group will move the draft migrations from file geodatabase into the DEV enterprise geodatabases in the City's environment and enable global IDs, editor tracking, branch versioning, and replica tracking.

FME Documentation

Timmons Group will share the FME Workbenches that are created to migrate the data with the City, as well as updated Migration Matrix documentation.

Task 3: Cityworks Reconfiguration

Timmons Group will take the Cityworks data modeling needs into account when customizing the UN data model. Unique IDs will be maintained for existing features ensuring assets are tied to existing work activities moving forward.

Cityworks configuration will be updated in an existing Cityworks Development environment to consume the new feature service from the UN and to make other changes necessary to ensure continued functionality within Cityworks. Additionally, the team may need to ensure that Cityworks is able to make edits to the GIS, by updating Inspection and Work Order templates and making any needed changes to Service Definitions. This effort will also include the re-factoring of reports, as required for the data model changes specifically for Crystal Reports that utilize connections to the GIS for asset-based information. Timmons Group will collaborate with the City to ensure that GIS-based views for reporting are also updated as needed.

Phase 4: Testing, Training, and Go-Live

Timmons Group Testing

Timmons Group will conduct system testing and functional testing prior to UAT to ensure the system is ready for use. Changes to the data model, the data, the ArcGIS Pro configurations, or the test scripts are all possible. Once Timmons Group has passed the agreed-on test scripts, the City will receive training to prepare staff members to conduct their testing.

Training

Timmons Group will create a Workflow Guide document that summarizes workflows to edit and manage the UN data and schema (e.g., customize, add, delete, update the schema, versioning, feature or tile services, validation).

Once the migration is deployed to the DEV environment and tested by Timmons Group, we will provide training focused on desktop (ArcGIS Pro) editing and UN administration and, if desired, for Field Maps (mobile) users. These focused training sessions will align with the User Workflow Guide that Timmons Group will provide. Following these trainings, the City team will be empowered to use the Test Scripts to ensure full functionality of the implementation in the DEV environment so that the solution can be approved for Go-Live.

City Testing

City resources will conduct testing following the test scripts that Timmons Group provide. It is likely that the City will have additional tests to perform, particularly regarding integrations/other software that uses the GIS. Once the City passes the tests, Go-live approval should proceed.

Go-Live

Following successful UAT on DEV, an editing freeze will occur in the current production environment. The data will be extracted from the current production database and used in the final iteration of the migration tool. We will then load the UN data to the production environment, with all configurations (e.g., attribute rules, topology, editor tracking) applied. Feature services will be published and editing maps re-sourced to the production environment.

Integrations will be updated to ensure functionality continues as expected. This Go-Live process and regression testing is expected to take about five days. Timmons Group will work through the weekends to minimize downtime.

PHASE 3 – SEWER AND STORMWATER UTILITY NETWORK IMPLEMENTATION

The following tasks will be started following Task 4's completion in Phase 2. They will focus exclusively on Sewer and Stormwater.

Task 1: Data Model Design and Editing Tools

The goal of this task is to architect a UN data model that meets the City's needs, as well as prepare editing tools to increase efficiency in GIS workflows.

Database Design

Timmons Group will ensure the enterprise geodatabases are set-up with the appropriate schema (e.g., database admins, data owners) to ensure the UN has the appropriate security protections. It is recommended that the geodatabase owner is "sde" (not "dbo") and that the data owner is a different user.

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Utility Network Migration – Scope of Work City of Deland, Florida

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Once the migration is deployed to the DEV environment and tested by Timmons Group, we will provide training focused on desktop (ArcGIS Pro) editing and UN administration and, if desired, for Field Maps (mobile) users. These focused training sessions will align with the User Workflow Guide that Timmons Group will provide. Following these trainings, the City team will be empowered to use the Test Scripts to ensure full functionality of the implementation in the DEV environment so that the solution can be approved for Go-Live.

City Testing

City resources will conduct testing following the test scripts that Timmons Group provide. It is likely that the City will have additional tests to perform, particularly regarding integrations/other software that uses the GIS. Once the City passes the tests, Go-live approval should proceed.

Go-Live

Following successful UAT on DEV, an editing freeze will occur in the current production environment. The data will be extracted from the current production database and used in the final iteration of the migration tool. We will then load the UN data to the production environment, with all configurations (e.g., attribute rules, topology, editor tracking) applied. Feature services will be published and editing maps re-sourced to the production environment.

Integrations will be updated to ensure functionality continues as expected. This Go-Live process and regression testing is expected to take about five days. Timmons Group will work through the weekends to minimize downtime.

PROJECT COSTS

COSTS BY PHASE

Below are our project costs by Task and Phase. This will be a Fixed Fee project, charged monthly at percent complete per task.

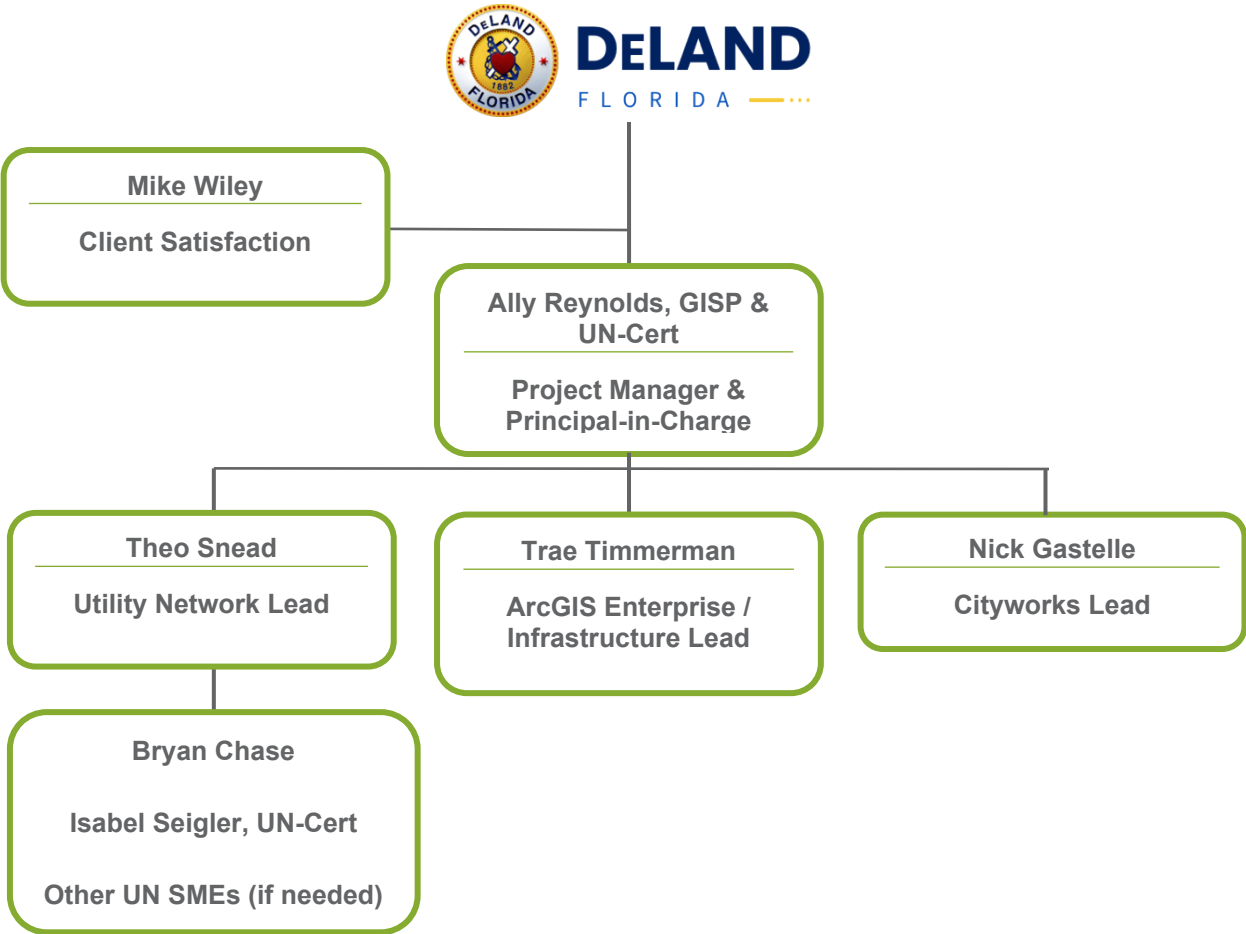
Phase 2: Water and Reclaimed Utility Network Implementation	Cost
Data Modeling & Tools	\$37,400
Data Migration	\$38,340
Cityworks Reconfiguration	\$18,770
Testing, Training, and Go-Live	\$48,090
Subtotal	\$142,600

Phase 3: Sewer and Stormwater Utility Network Implementation	Cost
Data Modeling & Tools	\$39,840
Data Migration	\$38,340
Cityworks Reconfiguration	\$18,770
Testing, Training, and Go-Live	\$48,090
Subtotal	\$145,040

SUMMARY TABLE

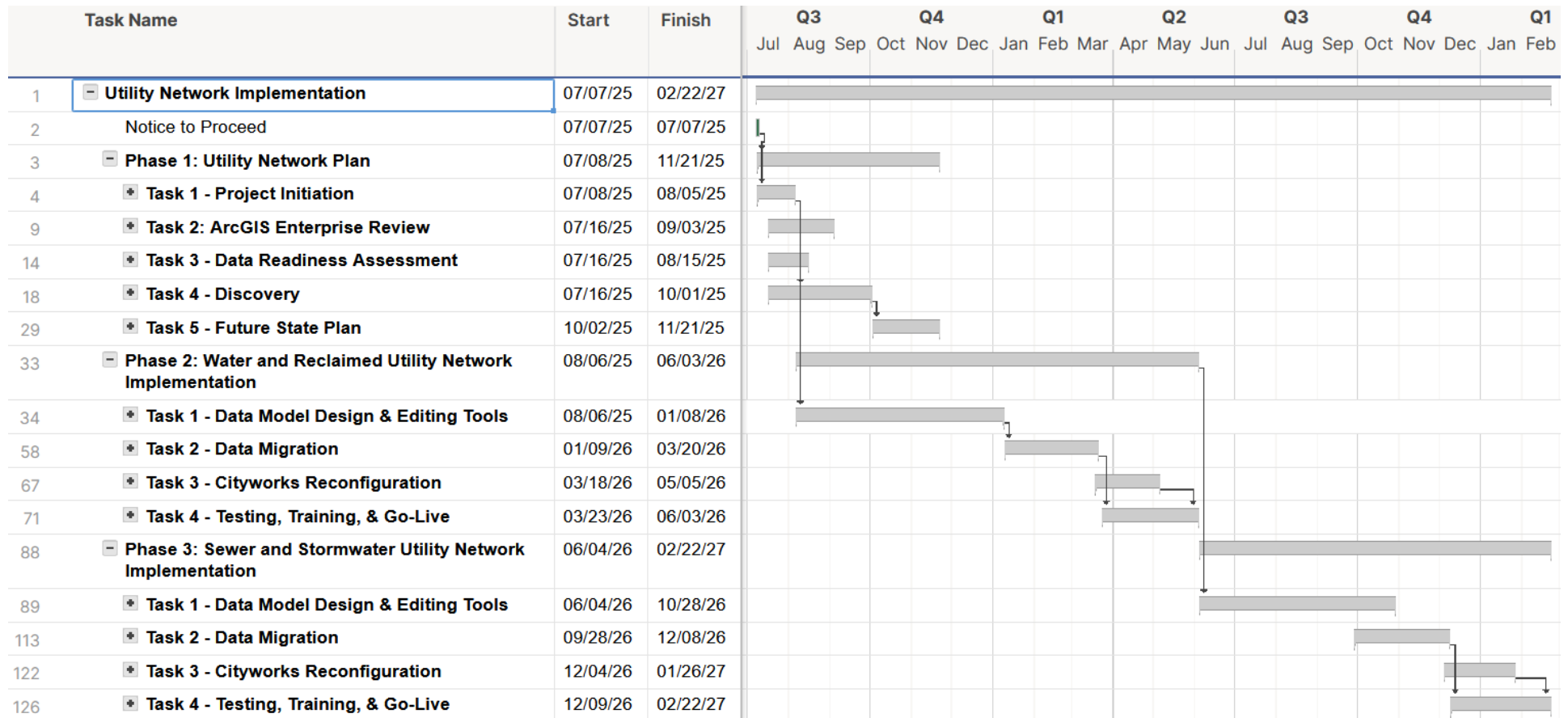
Phase	Cost
Phase 1: Utility Network Plan (previously completed)	\$52,360
Phase 2: Water and Reclaimed Utility Network Implementation	\$142,600
Phase 3: Sewer and Stormwater Utility Network Implementation	\$145,040
Total	\$340,000

PROJECT TEAM



PROJECT SCHEDULE

Our proposed project schedule aligns with our proposed project narrative. Our proposed phases, tasks, sub-tasks, task durations, and task dependencies are contained in the interactive Gantt chart (<https://app.smartsheet.com/b/publish?EQBCT=c14811e0b9b9422db2db1e0dac8b4e6c>) and the static graphic (Task-level) below:



CITY OF DELAND
Request for Commission Action
November 3, 2025

SUBJECT: Consideration re Ground Lease Agreement with Cloud Dancer Aviation Inc.,
Located at 955 Singleton Drive.

DEPARTMENT: Admin Services

PREPARED BY: Michael Grebosz, Asst. City Manager

ATTACHMENTS: Ground Lease Agreement

APPROVED BY: Michael Pleus, City Manager, October 27, 2025

SUMMARY/HIGHLIGHT:

Cloud Dancer Aviation Inc. an established airport tenant at the DeLand Airport, is requesting to enter into a new Ground Lease Agreement at 955 Singleton Drive as the prior lease agreement has expired. They plan to continue operations in accordance with the DeLand Airport minimum standards section 4.14, which provides but is not limited to aircraft brokerage, flight training, and aircraft maintenance.

The attached new Ground Lease Agreement, if approved, will provide a lease term of 10 years that runs in line with the Ramp Space Agreement that will also be considered at this meeting.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The rent proposed under the new lease is an annual rent of \$62,931.84 per year or \$5,244.32 per month, subject to payment of applicable taxes and annual cost of living adjustments.

RECOMMENDATION:

Staff recommends that the City Commission approve the Ground Lease Agreement with Cloud Dancer Aviation, Inc.

BACKGROUND/DISCUSSION:

Cloud Dancer Aviation, Inc. has an expiring Ground Lease Agreement that was approved in 2014 and the renewal term has also expired. Staff has worked with the business owner to ensure the new agreement is up-to-date and aligns with the Ramp Space Agreement that is also being brought before the Commission for consideration at this meeting.

GROUND LEASE AGREEMENT

The City of DeLand, a municipal corporation (hereinafter referred to as "Lessor"), and Cloud Dancer Aviation, Inc., a Florida corporation, with its principal place of business at 955 Singleton Drive, DeLand, Florida 32724 (hereinafter referred to as "Lessee"), in consideration of the mutual terms and conditions of this Ground Lease Agreement (hereinafter referred to as the "Agreement"), hereby agree as follows:

Section 1. Property. Lessor hereby leases to Lessee the property described in the attached Exhibit A, which is located at 955 Singleton Drive, consisting of 32,777 square feet at the DeLand Municipal Airport in Volusia County, Florida (hereinafter referred to as the "premises" or "leased premises"). Any use of the airport outside of the leased premises shall be in accordance with any fee schedules or other regulations, rules or policies adopted by Lessor.

 **Section 2. Term.** This Agreement shall be for a term of ten (10) years, beginning November 1, 2025, and ending on October 31, 2035, unless sooner terminated as provided below.

Section 3. Purposes. The property shall be used for the purpose of Multiple Commercial Activities as that term is defined in Section 4.14 of the DeLand Municipal Airport Minimum Standards adopted November 19, 2012, as the same may be amended from time to time and for no other purpose whatsoever. Lessee shall make no unlawful, improper or offensive use of the premises.

Section 4. Reserved.

Section 5. Rent. Lessee shall pay Lessor as base rent for the premises the sum of \$5,244.32 per month, due in advance on the first day of each month. Rent will commence on November 1, 2025. All rent payments are subject to state and/or local sales taxes at the rate or rates then in effect, which shall be due and payable at the same time as the rent installments. This base rent shall be modified as follows:

A. Annual cost of living adjustments. At the conclusion of every year of this Agreement, the rent payable by Lessee shall be adjusted for the following year in accordance with this subsection; provided, however, that in no event shall the annual rent payable by Lessee be less than the base rent reserved in the preceding paragraph of this section; and provided further, however, that in no event shall any annual adjustment be less than 3% nor more than 6%. On September 1st of each year during this Agreement, Lessor shall use the latest available publications promulgated by the U.S. Department of Labor to determine the average annual change in the Cost of Living Index (All Urban Consumers) for the twelve (12) months immediately preceding that date for which data is available. On or before October 1st of each year, Lessor shall send Lessee written notice of the average annual change in the Cost of Living Index and the required adjustment in annual rent and monthly installments. The annual cost of living adjustment shall be determined by applying the change in the Consumer Price Index to Lessee's annual rent at the time the notice is sent and shall become effective for the following year beginning on the yearly anniversary date of this Agreement; provided, however, that in no event shall the annual rent payable by Lessee be less than the base rent reserved in the preceding paragraph of this Section; and provided further, however, that in no event shall any annual adjustment be less than 3% nor more than 6%.

B. Reserved.

C. Adjustment when substantial part of premises unusable. If a substantial part of the premises is rendered unusable due to condemnation or force majeure, the rent payable by

Lessee shall be adjusted in accordance with this subsection; provided, however, that Lessee shall continue to pay rent at the current rate until the adjustment amount has been finally determined in accordance with this subsection. Within 30 days of the condemnation action or event of force majeure, Lessee shall send Lessor written notice of its desire to adjust the rent in accordance with this subsection and include in that notice any proposed adjustment in the rent and the factual basis for same. If the parties are unable to reach agreement on the rent within 30 days after the notice is sent, the rent shall be determined by a panel of MAI appraisers selected as provided in subsection B above. The rent arrived at through this subsection shall be subject to all other adjustments provided for in this section. If the condition which renders a substantial part of the premises unusable is temporary, upon the termination or elimination of that condition, Lessee shall resume paying rent in the amount that would have been due had the condition never existed.

The taking by condemnation or otherwise of 30 feet or less of any of the premises immediately adjacent to a public or private road for purposes of improving that road shall not be deemed to be a taking of a substantial part of the premises.

Section 6. Taxes. In addition to applicable sales or other proper tax on rent installments, Lessee shall pay any and all taxes levied or assessed by any proper taxing authority upon the land; upon any personal property, buildings, fixtures or improvements belonging to Lessee and located on the leased premises, including but not limited to, all ad valorem or real estate taxes assessed against the land, and any and all taxes assessed or levied by any proper taxing authority as a result of Lessee's leasehold or possessory interest. Lessee shall pay in full all ad valorem taxes assessed against the leased premises on or before April 1st of each and every year. Nonpayment of ad valorem taxes in full by the Lessee shall create a default of this Agreement pursuant to **Section 29(B)** below. Lessee's default or termination of this Agreement shall not relieve Lessee of responsibility to pay taxes as set forth herein.

Section 7. Security deposit. This Agreement replaces an existing lease agreement, pursuant to which Lessee deposited with Lessor the sum of \$3,500.00, which the Lessee continues to hold, as a security for the full and faithful performance by Lessee of all the terms, covenants and conditions of this Agreement upon Lessee's part to be performed, which sum shall be returned to Lessee after Lessee has vacated the premises pursuant to the terms of this Agreement, provided always that Lessee has fully and faithfully carried out all of the terms, covenants and conditions as herein set forth. Lessor shall have the right, but not the obligation, to apply all or any part of said deposit to cure any default of Lessee, and if Lessor does so, Lessee shall, upon demand, deposit with Lessor the amount necessary so that Lessor shall at all times have on hand the full deposit during the term of this Agreement. Lessee's failure to pay to Lessor a sufficient amount to restore said security deposit to the original sum deposited within three (3) days after receipt of demand therefore shall constitute a breach of this Agreement. No interest shall be payable by Lessor to Lessee on account of such security deposit. Should Lessee comply with all the terms, covenants and conditions and promptly pay all of the rental installments as they become due and all other sums payable to Lessor by Lessee hereunder, the security deposit shall be returned in full to Lessee at the end of the term of this Agreement or any renewal thereof after Lessee has vacated the premises.

Section 8. Buildings and improvements. Lessee may, at its sole cost and expense, make any changes, alterations or improvements that may be reasonable and necessary for its use of the premises. All buildings, fixtures and improvements shall remain the property of Lessor.

Section 9. Review of plans for buildings and improvements. Before applying for a building permit for the construction, erection or installation on the leased premises of any alteration, fixture, building, structure or other improvement, Lessee shall submit complete building plans for Lessor's prior review and approval, which approval shall not be unreasonably

withheld. The review and approval of the plans shall be subject to all applicable federal, state and local regulations, including but not limited to all zoning and airport development regulations. In the event of a conflict among such regulations, the more restrictive shall apply. Such plans shall also be subject to the approval of the Federal Aviation Administration (FAA).

Section 10. Reserved.

Section 11. Water and sewer connections. Lessee shall keep the water and sewer systems on the premises connected to the public water and sewer systems provided by the City of DeLand.

Section 12. Mechanic's liens. The premises hereby leased shall not be subject to any mechanic's lien, and Lessee agrees that, not less than five (5) days before any construction material or services are provided to Lessee, it shall post and record in the public records of Volusia County a notice of nonresponsibility of Lessor, stating that Lessor is not responsible for payment of any labor, materials or services provided Lessee and that the leased premises are not subject to any mechanics' liens.

Section 13. Repairs and maintenance generally. Lessee represents that it has inspected the leased premises and accepts them in their present condition. During the term of this Agreement, Lessee shall maintain the premises in good repair and in a neat and orderly condition at Lessee's sole cost and expense. In the event that Lessee fails or refuses to perform any required repairs or maintenance, Lessor shall have the right, but not the duty, to undertake any such repairs or maintenance, and the cost thereof, together with interest thereon, shall be collectable as additional rent. Lessor shall not be required to make any improvements or repairs to or upon the premises whatsoever.

Section 14. Maintenance of premises exteriors. Lessee recognizes that Lessor has special economic and other interests in maintaining the clean, neat and orderly appearance of grounds and the exterior of structures at the DeLand Municipal Airport. Accordingly, Lessee shall keep the grounds and the exterior of structures on the premises in a clean, neat and orderly appearance. In the event Lessee fails substantially to correct a breach of this section within ten (10) days after Lessor sends written notice of such breach, Lessor shall have the right, but not the duty, to undertake any such required maintenance or landscaping, and the cost thereof, together with interest thereon, shall be collectable as additional rent.

Section 15. Surrender of possession. Upon termination of this Agreement, Lessee shall surrender the premises quietly and peaceably and in as good order and condition as at the commencement of the Agreement term, reasonable wear, tear and damage by the elements excepted. Lessee shall also leave the premises free from all nuisances and dangerous or defective conditions.

Section 16. Compliance with laws. Lessee shall at its own cost and expense comply with all applicable federal, state and local laws, rules and regulations pertaining to Lessee's use of the premises, as they may be amended from time to time, including but not limited to the following:

- A. All building, zoning, sign, airport development and fire protection regulations.
- B. All regulations and instructions regarding the disposal of sewage, garbage and industrial or hazardous wastes promulgated or enforced by any federal, state or local agency.
- C. All regulations requiring that Lessee obtain licenses or permits for its activities on the leased premises.

D. All regulations restricting the height of structures, natural growths or other obstructions on the leased premises promulgated by the Federal Aviation Administration (FAA).

Section 17. Utility payments. Lessee shall pay all utilities for the leased premises and shall pay when due all bills for water, sewer, stormwater and garbage collection services provided to the premises by the City of DeLand.

Section 18. Prohibited activities. The following operations, activities and uses are specifically prohibited on the leased premises:

A. The keeping or storage during any 24-hour period of any flammable liquids inside any covered or enclosed portion of the leased premises in excess of the amount of the liquids needed by Lessee for that 24-hour period. Any flammable liquids with a flash point of less than 100 degrees Fahrenheit shall be kept and stored only in safety containers of a type approved by Underwriters' Laboratories and the DeLand Fire Department. For purposes of enforcing this subsection, Lessee shall send to Lessor not more than 30 days after execution of this Agreement a list of the types, contents and quantities of any flammable liquids which will be maintained on the leased premises. Any additions to that list shall be sent within five (5) days after receipt by Lessee of the liquid in question.

B. Any improvements to or use of the property that unreasonably interferes with the use or enjoyment of adjacent or nearby premises by other lessees of Lessor.

C. Any use of the leased premises that would interfere with or adversely affect the operation or maintenance of the DeLand Municipal Airport or would otherwise constitute an airport hazard.

D. The use of the premises in violation of any applicable federal, state or local law, rule or regulation.

E. The use of the premises for residential, labor camp or trailer court purposes.

F. The dumping, storage, disposal or incineration of junk, sewage, garbage or refuse.

G. The storage or repair of any motor vehicles, equipment or machinery not directly used by Lessee in the primary use of the premises.

H. Smelting, stockyards or large animal raising.

Section 19. Environmental matters.

A. Lessee shall not suffer, cause or permit the contamination of the leased premises, or any environmental contamination resulting from use of the leased premises, by any hazardous or toxic materials (including but not limited to petroleum products) and shall not handle or permit polychlorinated biphenyls ("PCB's") or asbestos or substances containing PCB's or asbestos on the premises. Lessee shall immediately provide Lessor with notice of any event of an environmental nature, including any spill or other incident which could result in contamination to the premises.

B. Lessee shall conduct all of its operations at the leased premises in compliance with all federal, state and local laws, rules, regulations, ordinances or requirements, including, but not limited to, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, or any amendments thereto, or any

regulations promulgated pursuant thereto, or any similar state or local law, rule, regulation or ordinance ("Environmental Statutes"). Lessee shall obtain all registrations required by Environmental Statutes and shall submit to Lessor, upon request, for inspecting and copying all documents, permits, licenses, approvals, manifests and records required to be submitted and/or maintained by the provisions of the Environmental Statutes. Lessee shall also provide promptly to Lessor copies of any correspondence, notice of violation, summons, order, complaint or other document received by Lessee pertaining to compliance with Environmental Statutes.

C. Lessee shall permit Lessor and Lessor's agents, servants and employees, including but not limited to legal counsel and environmental consultants and engineers, access to the premises for the purposes of environmental inspections and sampling during regular business hours, or during other hours after reasonable notice by Lessor, or in the event of any environmental emergency. Lessee shall not restrict access to any part of the premises, and Lessee shall not impose any conditions to access. To the extent any hazardous conditions exist on the leased premises, Lessor, in its sole discretion may remedy and/or cause to be remedied at Lessee's sole expense, the defect or contamination, and Lessor reserves the right to re-inspect the leased premises after any remediation, and require Lessee to take appropriate action to remedy and/or cause to be remedied any further defect or contamination resulting from this tenancy.

D. Lessee shall defend, indemnify and hold harmless Lessor from and against any and all liability, losses, damages, claims, demands, expenses, fees, fines, penalties, suits, proceedings, actions and costs of action (including attorneys' fees, engineering and other professional or expert fees), of whatsoever kind or nature arising out of or in any way related to Lessee's responsibilities hereunder.

E. Notwithstanding the foregoing, Lessee shall have no liability for any hazardous conditions which may have existed on the leased premises before Lessee took possession or which may have arisen thereafter if Lessee demonstrates to the reasonable satisfaction of Lessor by substantial, competent evidence that the hazardous conditions were caused by identified, unrelated third parties acting without the express or implied consent of Lessee.

Section 20. Duties of Lessor. During the term of this Agreement, Lessor shall:

A. Continue to operate the DeLand Municipal Airport as a public airport, consistent with government regulations.

B. Allow Lessee free access to the premises over public roads leading to the leased premises and allow Lessee access to public airport facilities.

C. Not permit the construction by any other entity under its control of any improvements or structures which would interfere with Lessee's ingress and egress to the premises.

Section 21. Enjoyment of premises. Lessee acknowledges that its right to enjoy the leased premises is subject to the use of the surrounding property for industrial, commercial and airport purposes, with accompanying industrial, commercial and airport noises, odors, smoke, sonic booms and low-flying aircraft, and the danger and nuisance thereof.

Section 22. Non-assignability. Lessee shall not assign or sublease this Agreement without the prior written approval of Lessor; which approval may not be unreasonably withheld. Any attempted assignment or sublease in contravention hereof shall be void.

No assignment or sublease shall relieve Lessee of its obligation to pay the rent provided for in this Agreement in the event of a default by the assignee unless Lessee is specifically

relieved of that obligation in writing by Lessor. Lessee shall send Lessor a copy of the proposed assignment or sublease not less than 60 days prior to its proposed execution, and Lessor shall send Lessee notice of its consent or refusal to consent not less than 30 days thereafter.

Section 23. Nondiscrimination covenants. Lessee, for itself, its personal representatives, successors in interest, and permitted assigns, if any, agrees as a covenant running with the land that:

A. In the event facilities are constructed, maintained or operated on the leased premises for a purpose for which a U.S. Department of Transportation (DOT) program or activity is extended, or for any other purpose involving the provision of similar services or benefits, Lessee shall maintain and operate such facilities and services in compliance with all requirements imposed by the latest version of Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the DOT-Effectuation of Title VI of the Civil Rights Act of 1964 (DOT Regulations).

B. No person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of any facilities or services of Lessee on the grounds of race, color or national origin.

C. In the construction of any improvements on, over or under any facilities on the premises, and the furnishing of services on the premises, no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in such activity on account of race, color or national origin.

D. The premises shall be used in compliance with DOT Regulations.

E. Subject to appeal provisions in DOT Regulations, upon Lessee's breach of any provision of this section, Lessor may terminate this Agreement and reenter and repossess the premises, and hold the same as if this Agreement had never been made, if Lessee fails to cure and remedy the breach in a manner reasonably agreeable to Lessor within 30 days after written notice is sent to Lessee by Lessor.

Section 24. Liability insurance, indemnity and holdharmless. Lessee shall defend, indemnify and hold harmless Lessor from and against any and all liability, losses, damages, claims, demands, expenses, fees, fines, penalties, suits, proceedings, actions and costs of actions (including attorneys' fees), of whatsoever kind or nature arising out of or in any way related to the use, occupancy, management or control of the leased premises, or any act or omission of Lessee or its agents, servants, employees, independent contractors, customers, patrons or invitees, whether on the leased premises or elsewhere.

Within ten (10) days of the beginning date of this Agreement, Lessee shall, at its own cost and expense, procure and maintain comprehensive public liability insurance coverage from a company and in a form acceptable to Lessor, in its sole discretion, protecting and insuring Lessee and Lessor against any and all of the foregoing, with a combined single limit of not less than ONE MILLION DOLLARS (\$1,000,000) and a general aggregate of not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit commercial general liability insurance on an occurrence basis (including coverage for the Premises and Lessee's operations).

All such insurance shall cover complete contractual liability, bodily injury and property damage liability. The certificate shall list the City of DeLand as an additional insured, indicate the location of the leased property by street address, and provide at least 30 days advance written notice of cancellation or change of coverage to the City of DeLand.

If the Lessee uses or stores any hazardous or toxic substances on the leased premises, then within ten (10) days of the beginning date of this Agreement, Lessee shall, at its own cost and expense, procure and maintain pollution liability and storage tank coverage from a company and in a form acceptable to Lessor, in its sole discretion, protecting and insuring Lessee and Lessor against any and all liability and costs of clean-up and remediation resulting from the storage, handling or disposal of any hazardous or toxic substances, as those terms are commonly defined, or for any other liability relating to such hazardous or toxic substances, with coverage limits in the amount not less than \$1,000,000 for any one occurrence. The certificate shall list the City of DeLand as an additional insured, indicate the location of the leased property by street address, and provide at least 30 days advance written notice of cancellation or change of coverage to the City of DeLand.

Section 25. Nonliability of Lessor to Lessee. Lessor shall not be liable to Lessee or its agents, representatives, invitees, employees, or any other person, for any injury to or death of any of them, or for any damage to any of Lessee's property or loss of revenue, caused by any third persons in the maintenance, construction or operation of the Airport, its appurtenances, facilities or equipment, or caused by any third persons using the Airport or its appurtenances, facilities and equipment, or navigating any aircraft on or over the Airport, whether the injury, death or damage is due to negligence or not. Third persons, as used in this section, shall include the United States of America and the State of Florida, or any of their agencies, and all persons other than the City of DeLand.

Section 26. Non-exclusivity. Nothing in this Agreement shall be construed to grant Lessee the exclusive right to carry on any activity on any premises owned or subject to control by Lessor. Lessor reserves the right to lease or convey other premises to other operators of businesses or activities similar to those of Lessee upon terms and conditions set by Lessor.

Section 27. Agreement not a joint venture. Nothing contained in this Agreement is intended, or shall be construed, as in any way creating or establishing the relationship of partners or joint venturers between Lessor and Lessee or as constituting either party as the agent or representative of the other party for any purpose or in any manner.

Section 28. Reservation of airspace. Lessor reserves to itself for the use and benefit of the public a right of flight for the passage of aircraft in the airspace above the leased premises, together with the right to cause in the airspace such noise as is inherent in the operation of all types of aircraft, and to use the airspace for all airport and related activities, subject to Lessee's right to construct and maintain permitted improvements.

Section 29. Defaults. This Agreement shall be in default and may be terminated in any of the following events:

A. Failure to pay rent or other payments due. The failure by Lessee to pay to Lessor any sum when due, when the failure continues for three (3) or more days after written notice of default is sent to Lessee.

B. Violation of terms. The violation of or failure to perform any other term, covenant or condition of this Agreement, including the payment in full of ad valorem taxes on or before April 1st of each year, if the violation or failure to perform is not corrected or cured within ten (10) days after written notice of default is sent to the party in default or, in the event that any default is of a nature that it cannot reasonably be cured within ten (10) days, then the failure by Lessee to commence the cure within ten (10) days of notice and diligently prosecute the cure to completion without delay. Any notice sent under this subsection shall specify the violation or failure to perform, and the steps which must be taken by that party to correct the violation or failure to perform.

C. Insolvency. If Lessee becomes insolvent or makes an assignment for benefit of creditors; or the interest of Lessee in the premises is levied upon or sold upon execution, or becomes vested by operation of law in some other person; or a receiver or trustee is appointed for Lessee.

D. Abandonment. If Lessee vacates or abandons the leased premises, or permits the premises to remain vacant or abandoned for a period of 30 days or more, regardless of whether or not rent payments are current. However, Lessor may at its sole discretion consent in writing to the vacation of the premises for a longer period of time upon terms and conditions set by Lessor.

E. Corporate Dissolution. If Lessee is a corporation and if Lessee suffers or permits its corporate franchise to be dissolved for a period of more than three (3) calendar months before seeking reinstatement.

F. Cross-Default. A default of this Agreement shall constitute a default under that certain Airport Ramp Lease with a commencement date of November 1, 2025, between the City of DeLand and Cloud Dancer Aviation, Inc. ("Ramp Lease"); however, a default of the Ramp Lease shall not be a default under this Agreement.

Section 30. Remedies for default. In the event of a default as provided above, the parties shall have the following remedies:

A. Repossession by Lessor. Upon default by Lessee, Lessee's right to possession of the leased premises shall terminate, without notice or demand by Lessor, and Lessee shall surrender possession to Lessor. Lessee hereby grants to Lessor full and free license to enter the premises to take possession of the premises in any lawful manner, and to expel Lessee.

B. Damages. In addition to terminating this Agreement and retaking possession of the leased premises, Lessor may recover all damages and rent accrued or accruing under this Agreement or arising out of any breach of this Agreement. Lessor may resume possession of the premises for its own account and recover from Lessee the difference between the total rent due under this Agreement and the fair market value of the property for the remainder of the term, reduced to present value, or Lessor may resume possession of the premises and re-rent it for the remainder of the term for the account of Lessee and recover from Lessee, at the end of the term or at the time any rent becomes due under this Agreement, the difference between the rent specified in this Agreement and the rent received upon the re-renting the premises.

C. Other remedies. Lessor may pursue any other remedies provided by law for the breach of this Agreement. No right or remedy conferred upon or reserved to Lessor in this Agreement is intended to be exclusive of any other right or remedy, and each right and remedy shall be cumulative and in addition to any other right or remedy of Lessor under this Agreement, or now or hereafter existing at law or equity, or by statute.

D. Lessee's right of cancellation. Lessee may cancel this Agreement in the event of civil commotion or riot, acts of military power, damage to runways which preclude reasonable use of the airport, or court order restraining the use of the airport; however, this termination shall not create any liability to Lessee by Lessor. Lessee may also terminate this Agreement if Lessor fails to fulfill its obligations under this Agreement, upon a determination by a court of competent jurisdiction that such a default exists.

E. Attorney's fees. In any civil action brought to enforce the provisions of this Agreement, the party in whose favor a judgment or decree has been rendered may recover reasonable court costs, including attorney's fees, from the non-prevailing party.

Section 31. Force majeure. The performance of all provisions of this Agreement (except for the payment of rent) shall be postponed and suspended during any period that the performance thereof is prevented by acts of God, accidents, weather and conditions arising therefrom, riot, fire, flood, storm, lightning, epidemic, insurrection, rebellion, revolution, civil war, hostilities, war, the declaration or existence of a national emergency and conditions arising therefrom, the exercise of paramount power by the federal government, either through the taking of the leased premises or the imposition of regulations restricting the conduct of business on the premises, interference, restriction, limitation or prevention by legislation, regulation, decree, order or request of any federal, state or local government or any instrumentality or agency thereof, including any court of competent jurisdiction, or any other delay or contingency beyond the reasonable control of Lessor or Lessee.

Section 32. Eminent domain. If all or any substantial part of the leased premises is taken by any paramount public authority under the power of eminent domain, then the term of this Agreement shall cease as to the part taken from the day the possession of that part is taken for any public purpose, and from that day Lessee shall have the right either to cancel this Agreement or to continue in possession of the remainder of the premises upon payment of an adjusted rent as provided in **Section 5** above.

All damages awarded for the taking shall belong to and be the exclusive property of Lessor, except for any portion of the award made for loss of improvements belonging to Lessee or for loss of Lessee's leasehold interest in the premises taken.

The taking of 30 feet or less of any of the leased premises immediately adjacent to a public or private road for improvement of that road shall not be deemed to be a taking of a substantial portion of the premises.

Section 33. Waiver of default; effect. The acceptance by Lessor of one or more monthly rental installments after they fall due, or after knowledge of any breach by Lessee of this Agreement, or after the sending of any notice or demand, or any other act or series of acts by Lessor except an express waiver in writing, shall not be deemed or construed as a waiver of Lessor's right to act or as a waiver of any other right given to Lessor under this Agreement, or as an election not to proceed under the provisions of this Agreement. The failure by Lessor to collect or demand any sums due under this Agreement shall not relieve Lessee's obligation to pay those sums when demanded.

Section 34. Notices. Any notices required by this Agreement, or which Lessor or Lessee may wish to serve on the other, shall be in writing and shall be deemed served, whether or not service is accepted, admitted or refused, when delivered in person to an agent or employee of the party at its place of business or when deposited in the U.S. Mail, postage prepaid, return receipt requested, addressed to the parties as follows:

Assistant City Manager
City of DeLand
120 South Florida Avenue
DeLand, Florida 32720

David Alber
Cloud Dancer Aviation, Inc.
955 Singleton Drive
DeLand, Florida 32724

Section 35. Subject to federal deeds and agreements. This Agreement is subject and subordinate to the provisions of a deed from the United States to the City of DeLand dated June

20, 1947, and recorded at Deed Book 383, Page 508, Public Records of Volusia County, Florida, and other existing agreements and leases between Lessor and the United States and any and all future leases, deeds and agreements entered into between the United States and the City of DeLand with reference to the conveyance by the United States to the City of DeLand of any real or personal property under any existing or future federal statutes authorizing the conveyance of such property by the federal government to the City for airport purposes.

Section 36. Inspection of premises. Lessee shall allow Lessor's authorized representative access to the leased premises at all reasonable hours for the purpose of examining and inspecting said premises; for the purposes necessary, incidental to or connected with the performance of Lessee's obligations under this Agreement; or in the exercise of its governmental functions.

Section 37. Signs. Lessee shall be allowed to install signs and advertisements promoting the business conducted by Lessee subject to the written consent of the Lessor, which consent shall not be unreasonably withheld, and subject to compliance with all applicable sign, zoning, building and other codes.

Section 38. Effect on prior agreements. This Agreement supersedes all prior agreements, if any, between the parties regarding the leasing of these premises and, as of the date of this Agreement, those prior agreements shall be of no further force or effect.

Section 39. Construction of lease. This Agreement shall be construed under the laws of the State of Florida and the Code of Ordinances of the City of DeLand.

Section 40. Short form of lease. Either party may prepare for execution a short form of this Agreement for recording in the public records. The costs of recording this Agreement shall be paid by Lessee.

Section 41. Amendments to lease. This Agreement may be amended only in writing signed by both parties.

Section 42. Late charge. All unpaid sums owed to Lessor under this Agreement shall bear interest at a rate of 18 percent per annum from the date when due.

Section 43. Time of essence. Time is of the essence in the performance of each and every covenant and condition of this Agreement.

Section 44. Omitted provisions. Various sections of the City's standard Ground Lease for the DeLand Municipal Airport may have been omitted if they are not applicable to this Agreement. In that event, the section headings have been retained for reference only to facilitate administrative review.

Section 45. Special terms and conditions. Lessee further agrees to the following special terms and conditions:

Lessee acknowledges that there is a lease between Lessor and the County of Volusia for a hangar, ramp space/helicopter pad, which grants to the County of Volusia access to its site over and across the vehicle driveway areas located on or adjacent to the leased premises. Lessee shall in no way interfere with the County's operations and specifically recognizes that the County of Volusia's access across and through the leased premises is specifically authorized by this Agreement. Any interference with the County's access by Lessee shall constitute a default under the terms of this Agreement.

Section 46. Complete agreement. This Agreement constitutes the complete and exclusive understanding and agreement between the parties with respect to the subject matter hereof and may only be amended in writing signed by both parties hereto. This Agreement shall be binding upon and shall inure to the benefit of the parties' heirs, personal representatives, successors and permitted assigns.

*** Signatures on following pages ***

EXECUTED by the Lessee this ____ day of September, 2025.

EXECUTED by the Lessor this 22 day of October, 2025.

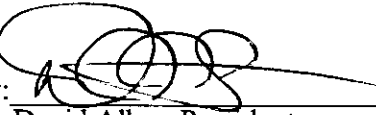
CITY OF DELAND, LESSOR

CLOUD DANCER AVIATION, INC., LESSEE

By: _____

Christopher M. Cloudman
Mayor-Commissioner

By: _____


David Alber, President

Address:

City of DeLand
120 South Florida Avenue
DeLand, Florida 32720

Address:

Cloud Dancer Aviation, Inc.
955 Singleton Drive
DeLand, Florida 32724

ATTEST:

WITNESSES AS TO LESSEE:

Julie A. Hennessy
City Clerk-Auditor


(Witness' Signature)

Teri Byrnes
(Print Name)

WITNESSES AS TO LESSEE:


(Witness' Signature)

Kendra R. Curry
(Print Name)

This Instrument Prepared By:
City of DeLand
120 South Florida Avenue
DeLand, Florida 32720

EXHIBIT A

SURVEY & LEGAL DESCRIPTION ON FOLLOWING PAGE

CITY OF DELAND
Request for Commission Action
November 3, 2025

SUBJECT: Consideration re Ramp Space Lease Agreement with Cloud Dancer Aviation, Inc.

DEPARTMENT: Admin Services

PREPARED BY: Michael Grebosz, Asst. City Manager

ATTACHMENTS: Ramp Space Lease Agreement

APPROVED BY: Michael Pleus, City Manager, October 27, 2025

SUMMARY/HIGHLIGHT:

Cloud Dancer Aviation Inc. an established airport tenant at the DeLand Airport, is requesting to enter into a new ramp space lease agreement, as the prior lease agreement has expired. They plan to continue operations in accordance with the DeLand Airport, utilizing twenty-five (25) aircraft tie down spaces located in the defined area as specified in the Ramp Space Lease Agreement.

The attached new Ramp Space Lease Agreement, if approved, will provide a lease term of 10 years that runs in line with the Ground Lease Agreement that will also be considered at this meeting.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The rent proposed under the new lease is an annual rent of \$17,881.44 per year or \$1,490.12 per month, subject to payment of applicable taxes and annual cost of living adjustments.

RECOMMENDATION:

Staff recommends that the City Commission approve the Ramp Space Lease Agreement with Cloud Dancer Aviation, Inc.

BACKGROUND/DISCUSSION:

Cloud Dancer Aviation, Inc. has an expiring ramp space lease agreement that was approved in 2016 and the renewal terms have also expired. Staff has worked with the business owner to ensure the new agreement is up-to-date and aligns with the ground lease agreement that is also being brought before the Commission for consideration at this meeting.

RAMP SPACE LEASE AGREEMENT

The City of DeLand, a Florida municipal corporation (hereinafter referred to as "Lessor"), with its principal place of business at 120 S. Florida Avenue, DeLand, Florida 32720 and Cloud Dancer Aviation, Inc., a Florida corporation, (hereinafter referred to as Lessee) with its principal place of business at 955 Singleton Drive, DeLand, Florida 32724, in consideration of the mutual terms and conditions of this Lease Agreement (hereinafter referred to as the "Agreement"), hereby agree as follows:

Section 1. Property. Lessor hereby leases to Lessee +/- 59,605 square feet of airport ramp space consisting of TWENTY-TWO (22) aircraft tie down spaces which areas are more particularly described in the attached Exhibit A as the areas labeled "SA 960", "SA 980", "SA 1020" and "SA 1160" which are located at the DeLand Municipal Airport in DeLand, Volusia County, Florida, (hereinafter referred to as the "premises" or "leased premises").

Section 2. Term. This Agreement shall be for a term of TEN (10) years beginning November 31, 2025, and ending on October 31, 2035, unless sooner terminated as provided for herein.

Section 3. Purposes. The premises shall be used solely for the purpose of aircraft parking / tie-down space. A maximum of TWENTY-FIVE (25) aircraft may be tied down on the leased premises and must be tied down in the locations demarcated by paint/stripping for such purpose. The area identified as "SA 960" on the attached Exhibit A shall have no more than three (3) aircraft tie down spaces; "SA 980" shall have no more than eight (8) aircraft tie down spaces; "SA 1020" shall have no more than eight (8) aircraft tie down spaces; and "SA 1060" shall have no more than six (6) aircraft tie down spaces. The Lessee shall notify the Lessor of all aircraft tied down on the premises and provide the Lessor with such other information, such as registered owner, of such aircraft. Any aircraft tied down on the leased premises which is not either owned or exclusively operated by Lessee may NOT be used for any commercial purpose whatsoever (for the sake of clarity, "commercial purpose" would include but not be limited to giving flight lessons or renting/leasing the plane). Planes owned or exclusively operated by the Lessee may be rented, leased, and/or used for the giving of flight lessons. Lessor shall be provided with reasonable documentary proof of the ownership or legal right of exclusive operational control of all planes owned or exclusively operated by Lessee and which are tied down on the premises. Lessee shall make no unlawful, improper, or offensive use of the premises. Lessee shall, at its expense, maintain in good condition the tie down ropes for each of the tie down spaces.

Section 4. Reserved.

Section 5. Rent. Lessee shall pay Lessor as base rent the sum of \$1,490.12 per month, due in advance on the first day of each month. All rent payments are subject to state and/or local sales taxes at the rate or rates then in effect, which shall be due and payable at the same time as the rent installments. Rent will commence on November 1, 2025. This base rent shall be modified as follows: On or before September 1, 2027, and every other year thereafter until 2033, Lessor will perform a market study to determine the fair market value rent for the leased premises, based primarily on the rental charges for aircraft tie down spaces at other general aviation airports in the central Florida area, which rental rate shall be the lease rate for the ensuing two (2) years of the lease, commencing on November 1 of that year. Lessor shall provide Lessee with the increase in the rental rate prior to October 1 of that year. There may not be an increase, but in no event shall there be a decrease in rent. In no event shall any one increase for an ensuing two (2) year period exceed ten percent 10% of the then current rental rate.

Section 6. Surrender of possession. Upon termination of this Agreement, Lessee shall surrender the premises quietly and peaceably and in as good order and condition as at the commencement of the lease term. Lessee shall also leave the premises free from all nuisances and dangerous or defective conditions.

Section 7. Compliance with laws. Lessee shall at its own cost and expense comply with all applicable federal, state and local laws, rules and regulations pertaining to Lessee's use of the premises, as they may be amended from time to time, including but not limited to the following:

- A. All building, zoning, sign, airport development, and fire protection regulations.
- B. All regulations and instructions regarding the disposal of sewage, garbage, and industrial or hazardous wastes promulgated or enforced by any federal, state or local agency.
- C. All regulations requiring that Lessee obtain licenses or permits for its activities on the leased premises.
- D. All regulations restricting the height of structures, natural growths or other obstructions on the leased premises promulgated by the Federal Aviation Administration (FAA).

Section 8. Prohibited activities. The Lessee shall not use the premises for any purpose other than as set forth in Section 3 of this Agreement.

Section 9. Environmental matters. Lessee shall not suffer, cause or permit the contamination of the leased premises, or any environmental contamination resulting from use of the leased premises, by any hazardous or toxic materials (including but not limited to petroleum products) and shall not handle or permit polychlorinated biphenyls ("PCB's") or asbestos or substances containing PCB's or asbestos on the premises. Lessee shall immediately provide Lessor with notice of any event of an environmental nature, including any spill or other incident which could result in contamination to the premises.

A. Lessee shall conduct all of its operations at the leased premises in compliance with all federal, state and local laws, rules, regulations, ordinances or requirements, including, but not limited to, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, or any amendments thereto, or any regulations promulgated pursuant thereto, or any similar state or local law, rule, regulation or ordinance ("Environmental Statutes"). Lessee shall obtain all registrations required by Environmental Statutes and shall submit to Lessor, upon request, for inspecting and copying all documents, permits, licenses, approvals, manifests and records required to be submitted and/or maintained by the provisions of the Environmental Statutes. Lessee shall also provide promptly to Lessor copies of any correspondence, notice of violation, summons, order, complaint, or other document received by Lessee pertaining to compliance with Environmental Statutes.

B. Lessee shall permit Lessor and Lessor's agents, servants and employees, including but not limited to legal counsel and environmental consultants and engineers, access to the premises for the purposes of environmental inspections and sampling during regular business hours, or during other hours after reasonable notice by Lessor, or in the event of any environmental emergency. Lessee shall not restrict access to any part of the premises, and Lessee shall not impose any conditions to access. To the extent any hazardous conditions exist on the leased premises, Lessor, in its sole discretion may remedy and/or cause to be remedied at Lessee's sole expense, the defect or contamination, and Lessor reserves the right to re-inspect the leased premises after any remediation, and require Lessee to take appropriate action to remedy and/or cause to be remedied any further defect or contamination resulting from this tenancy.

C. Lessee shall defend, indemnify and hold harmless Lessor from and against any and all liability, losses, damages, claims, demands, expenses, fees, fines, penalties, suits, proceedings, actions and costs of action (including attorneys' fees, engineering and other professional or expert fees), of whatsoever kind or nature arising out of or in any way related to Lessee's responsibilities hereunder.

D. Notwithstanding the foregoing, Lessee shall have no liability for any hazardous conditions which may have existed on the leased premises before Lessee took possession or which may have arisen thereafter if Lessee demonstrates to the reasonable satisfaction of Lessor by substantial, competent evidence that the hazardous conditions were caused by identified, unrelated third parties acting without the express or implied consent of Lessee.

Section 10. Duties of Lessor. During the term of this Agreement, Lessor shall continue to operate the DeLand Municipal Airport as a public airport, consistent with government regulations.

Section 11. Enjoyment of premises. Lessee acknowledges that its right to enjoy the leased premises is subject to the use of the surrounding property for industrial, commercial and airport purposes, with accompanying industrial, commercial and airport noises, odors, smoke, sonic booms and low-flying aircraft, and the danger and nuisance thereof. Lessee further acknowledges that aircraft and other vehicles which are properly permitted on the airfield may from time to time travel on or over the leased premises.

Section 12. Assignability. This Agreement is not assignable.

Section 13. Nondiscrimination covenants. Lessee, for itself, its personal representatives, successors in interest, and permitted assigns, if any, agrees as a covenant running with the land that:

In the event facilities are constructed, maintained or operated on the leased premises for a purpose for which a U.S. Department of Transportation (DOT) program or activity is extended, or for any other purpose involving the provision of similar services or benefits, Lessee shall maintain and operate such facilities and services in compliance with all requirements imposed by the latest version of Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the DOT-Effectuation of Title VI of the Civil Rights Act of 1964 (DOT Regulations).

A. No person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of any facilities or services of Lessee on the grounds of race, color or national origin.

B. In the construction of any improvements on, over or under any facilities on the premises, and the furnishing of services on the premises, no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in such activity on account of race, color or national origin.

C. The premises shall be used in compliance with DOT Regulations.

D. Subject to appeal provisions in DOT Regulations, upon Lessee's breach of any provision of this section, Lessor may terminate this Agreement and reenter and repossess the premises, and hold the same as if this Agreement had never been made, if Lessee fails to cure and remedy the breach in a manner reasonably agreeable to Lessor within 30 days after written notice is sent to Lessee by Lessor.

Section 14. Liability insurance, indemnity and hold harmless. Lessee shall defend, indemnify and hold harmless Lessor from and against any and all liability, losses, damages, claims, demands, expenses, fees, fines, penalties, suits, proceedings, actions and costs of actions (including attorneys' fees), of whatsoever kind or nature arising out of or in any way related to the use, occupancy, management or control of the leased premises, or any act or omission of Lessee or its agents, servants, employees, independent contractors, customers, patrons or invitees, whether on the leased premises or elsewhere.

Lessee shall, at its own cost and expense, procure and maintain comprehensive general aviation liability insurance coverage from a company and in a form acceptable to Lessor, in its sole discretion, protecting and insuring Lessee and Lessor against any and all of the foregoing, with a combined single limit of not less than ONE MILLION DOLLARS (\$1,000,000) and a general aggregate of not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit commercial general aviation liability insurance on an occurrence basis (including coverage for the Premises and Lessee's operations). All such insurance shall cover complete contractual liability, bodily injury and property damage liability. The certificate shall list the City of DeLand as an additional insured, indicate the location of the leased property by street address, and provide at least 30 days advance written notice of cancellation or change of coverage to the City of DeLand.

Section 15. Nonliability of Lessor to Lessee. Lessor shall not be liable to Lessee or its agents, representatives, invitees, employees, or any other person, for any injury to or death of any of them, or for any damage to any of Lessee's property or loss of revenue, caused by any third persons in the maintenance, construction or operation of the Airport, its appurtenances, facilities or equipment, or caused by any third persons using the Airport or its appurtenances, facilities and equipment, or navigating any aircraft on or over the Airport, whether the injury, death or damage is due to negligence or not. Third persons, as used in this section, shall include the United States of America and the State of Florida, or any of their agencies, and all persons other than the City of DeLand.

Section 16. Non-exclusivity. Nothing in this Agreement shall be construed to grant Lessee the exclusive right to carry on any activity on any premises owned or subject to control by Lessor. Lessor reserves the right to lease or convey other premises to other operators of businesses or activities similar to those of Lessee upon terms and conditions set by Lessor.

Section 17. Agreement not a joint venture. Nothing contained in this Agreement is intended, or shall be construed, as in any way creating or establishing the relationship of partners or joint ventures between Lessor and Lessee or as constituting either party as the agent or representative of the other party for any purpose or in any manner.

Section 18. Reservation of airspace. Lessor reserves to itself for the use and benefit of the public a right of flight for the passage of aircraft in the airspace above the leased premises, together with the right to cause in the airspace such noise as is inherent in the operation of all types of aircraft, and to use the airspace for all airport and related activities, subject to Lessee's right to construct and maintain permitted improvements.

Section 19. Defaults. This Agreement shall be in default and may be terminated in any of the following events:

A. Failure to pay rent or other payments due. The failure by Lessee to pay to Lessor any sum when due, when the failure continues for three (3) or more days after written notice of default is sent to Lessee.

B. Violation of terms. The violation of or failure to perform any other term, covenant or condition of this Agreement, including the payment in full of ad valorem taxes on or before April 1st of each year, if the violation or failure to perform is not corrected or cured within 10 days after written notice of default is sent to the party in default. Any notice sent under this subsection shall specify the violation or failure to perform, and the steps which must be taken by that party to correct the violation or failure to perform.

C. Insolvency. If Lessee becomes insolvent or makes an assignment for benefit of creditors; or the interest of Lessee in the premises is levied upon or sold upon execution, or

becomes vested by operation of law in some other person; or a receiver or trustee is appointed for Lessee.

D. Abandonment. If Lessee vacates or abandons the leased premises, or permits the premises to remain vacant or abandoned for a period of 30 days or more, regardless of whether or not rent payments are current. However, Lessor may at its sole discretion consent in writing to the vacation of the premises for a longer period of time upon terms and conditions set by Lessor.

E. Corporate Dissolution. If Lessee is a corporation and if Lessee suffers or permits its corporate franchise to be dissolved for a period of more than three calendar months before seeking reinstatement.

F. Cross-Default. A default of that certain ground lease with a commencement date of November 1, 2025, between the City of DeLand and Cloud Dancer Aviation, Inc. ("Ground Lease") shall constitute a default under this Agreement; however, a default in this Agreement shall not be a default in the Ground Lease.

Section 20. Remedies for default. In the event of a default as provided above, the parties shall have the following remedies:

A. Repossession by Lessor. Upon default by Lessee, Lessee's right to possession of the leased premises shall terminate, without notice or demand by Lessor, and Lessee shall surrender possession to Lessor. Lessee hereby grants to Lessor full and free license to enter the premises to take possession of the premises in any lawful manner, and to expel Lessee.

B. Damages. In addition to terminating this Agreement and retaking possession of the leased premises, Lessor may recover all damages and rent accrued or accruing under this Agreement or arising out of any breach of this Agreement. Lessor may resume possession of the premises for its own account and recover from Lessee the difference between the total rent due under this Agreement and the fair market value of the property for the remainder of the term, reduced to present value, or Lessor may resume possession of the premises and re-rent it for the remainder of the term for the account of Lessee and recover from Lessee, at the end of the term or at the time any rent becomes due under this Agreement, the difference between the rent specified in this Agreement and the rent received upon the re-renting the premises.

C. Other remedies. Lessor may pursue any other remedies provided by law for the breach of this Agreement. No right or remedy conferred upon or reserved to Lessor in this Agreement is intended to be exclusive of any other right or remedy, and each right and remedy shall be cumulative and in addition to any other right or remedy of Lessor under this Agreement, or now or hereafter existing at law or equity, or by statute.

D. Lessee's right of cancellation. Lessee may cancel this Agreement in the event of civil commotion or riot, acts of military power, damage to runways which preclude reasonable use of the airport, or court order restraining the use of the airport; however, this termination shall not create any liability to Lessee by Lessor. Lessee may also terminate this Agreement if Lessor fails to fulfill its obligations under this Agreement, upon a determination by a court of competent jurisdiction that such a default exists.

E. Attorney's fees. In any civil action brought to enforce the provisions of this Agreement, the party in whose favor a judgment or decree has been rendered may recover reasonable court costs, including attorney's fees, from the non-prevailing party.

Section 21. Waiver of default; effect. The acceptance by Lessor of one or more monthly rental installments after they fall due, or after knowledge of any breach by Lessee of this Agreement,

or after the sending of any notice or demand, or any other act or series of acts by Lessor except an express waiver in writing, shall not be deemed or construed as a waiver of Lessor's right to act or as a waiver of any other right given to Lessor under this Agreement, or as an election not to proceed under the provisions of this Agreement. The failure by Lessor to collect or demand any sums due under this Agreement shall not relieve Lessee's obligation to pay those sums when demanded.

Section 22. Notices. Any notices required by this Agreement, or which Lessor or Lessee may wish to serve on the other, shall be in writing and shall be deemed served, whether or not service is accepted, admitted or refused, when delivered in person to an agent or employee of the party at its place of business or when deposited in the U.S. Mail, postage prepaid, return receipt requested, addressed to the parties as follows:

Assistant City Manager
City of DeLand
120 S. Florida Avenue
DeLand, Florida 32720

David Alber
Cloud Dancer Aviation, Inc.
955 Singleton Drive
DeLand, Florida 32724

Section 23. Subject to federal deeds and agreements. This Agreement is subject and subordinate to the provisions of a deed from the United States to the City of DeLand dated June 20, 1947, and recorded at Deed Book 383, Page 508, Public Records of Volusia County, Florida, and other existing agreements and leases between Lessor and the United States and any and all future leases, deeds and agreements entered into between the United States and the City of DeLand with reference to the conveyance by the United States to the City of DeLand of any real or personal property under any existing or future federal statutes authorizing the conveyance of such property by the federal government to the City for airport purposes.

Section 24. Right to relocate ramp space. During the term of this Agreement or any renewal hereof, Lessor reserves the right to replace the leased premises with other ramp space of equal square footage elsewhere on the ramp, at the sole discretion and for the convenience of the Lessor. However, in no event shall the Lessor be permitted to reduce the total square footage of ramp space available to Lessee pursuant to this Agreement.

Section 25. Reserved.

Section 26. Time of essence. Time is of the essence in the performance of each and every covenant and condition of this Agreement.

Section 27. Complete agreement. This Agreement constitutes the complete and exclusive understanding and agreement between the parties with respect to the subject matter hereof and may only be amended in a writing signed by both parties hereto. This Agreement shall be binding upon and shall inure to the benefit of the parties' heirs, personal representatives, successors and permitted assigns.

*** Signatures on following page ***

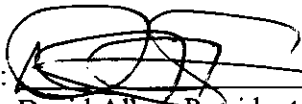
EXECUTED by the Lessee this 22 day of October, 2025.

EXECUTED by the Lessor this ____ day of _____, 2025.

LESSOR
CITY OF DELAND

LESSEE
CLOUD DANCER AVIATION, INC.

Christopher M. Cloudman
Mayor-Commissioner

By: 
David Alber, President

Address: City of DeLand
120 South Florida Avenue
DeLand, Florida 32720

Address: Cloud Dancer Aviation, Inc
955 Singleton Drive
DeLand, Florida 32724

ATTEST:

WITNESSES AS TO LESSEE:

Julie A. Hennessy
City Clerk-Auditor


(Witness' Signature)
Teri Byrnes
(Print Name)

This Instrument Prepared By:
City of DeLand
120 South Florida Avenue
DeLand, Florida 32720

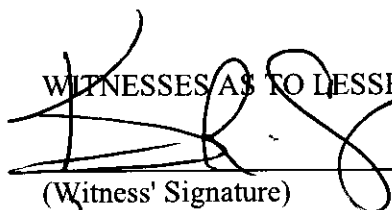
WITNESSES AS TO LESSEE:

(Witness' Signature)
Kendra R. Curry
(Print Name)

EXHIBIT A

SURVEY SKETCH & LEGAL DESCRIPTION ON FOLLOWING PAGE

CITY OF DELAND
Request for Commission Action
November 3, 2025

SUBJECT: Second Reading of Ordinance No. 2025-18, Changing the Zoning for ±15.50 Acres of Property Located at the Northwest Corner of South Blue Lake Avenue and East Beresford Avenue, from Volusia County R-3 (Single-Family) to City of DeLand R-1A (Single-Family). First Reading 10-06-25.

DEPARTMENT: Planning

PREPARED BY: Kendall Story, Senior Planner

ATTACHMENTS: ORD-2025-18 , Exhibit A-Legal Description, Z25-115 Boundary Survey, Z25-115 Staff Report, Z25-115 Aerial, Z25-115 Proposed Zoning, Z25-115 School Adequacy Letter

APPROVED BY: Michael Pleus, City Manager, October 27, 2025

SUMMARY/HIGHLIGHT:

The subject property is ±15.50 acres and is located at the northwest corner of S. Blue Lake Ave. and E. Beresford Ave. The current zoning designation is Volusia County R-3 (urban single family). The applicant is requesting to rezone to R-1A (single-family residential) for the purpose of eventually creating a residential subdivision. When compared, the R-1A zoning designation allows for slightly smaller lots (minimum lot size of 8,250 sq. ft.), with similar setbacks as the VC R-3 designation. The existing VC R-3 zoning designation requires slightly larger lots (minimum lot size of 10,000 sq. ft.).

A Volusia County School Adequate Capacity Determination Letter was approved by the school board, dated January 16, 2025.

The item was heard at the August 13, 2025, Planning Board meeting, where the board unanimously voted to recommend approval of the proposed rezoning. Members of the public spoke out against the rezone request, citing concerns about flooding and endangered species.

On October 6, 2025, the City Commission voted to approve the requested rezoning, on first reading.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Smart Growth Principles.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

Residential development of this property and inclusion of the new units onto the City's tax rolls will increase funds towards City services.

RECOMMENDATION:

Staff recommends that the City Commission approve the requested rezoning, on second reading.

BACKGROUND/DISCUSSION:

The applicant's original rezone request was to a PD with the intention of creating a tiny home development. However, the applicant decided to shift direction, instead proposing a fee-simple single-family residential subdivision. At the time of annexation, which was approved on March 3, 2025, the property maintained its county zoning, as the applicant chose to rezone the property at a future date.

ORDINANCE NO. 2025 – 18

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, CHANGING THE ZONING FROM VOLUSIA COUNTY'S R-3, URBAN SINGLE FAMILY TO CITY OF DELAND'S R-1A, SINGLE FAMILY RESIDENTIAL ON PROPERTY LOCATED AT THE NORTHWEST CORNER OF SOUTH BLUE LAKE AVENUE AND EAST BERESFORD AVENUE; MAKING FINDINGS OF CONSISTENCY WITH THE COMPREHENSIVE LAND USE PLAN FOR THE CITY OF DELAND; DIRECTING CHANGE IN THE COMPREHENSIVE ZONING MAP; CONDITIONING FINAL DEVELOPMENT ORDERS ON A DETERMINATION OF CAPACITY; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the property located at the northwest corner of South Blue Lake Avenue and East Beresford Avenue and more particularly described in the attached Exhibit "A", is currently zoned as Volusia County's R-3, Urban Single Family, pursuant to Volusia County's Zoning Ordinances; and

WHEREAS, the property currently has a Land Use Designation of Low Density Residential (Institutional Overlay) pursuant to the City of DeLand's Land Use Plan; and

WHEREAS, a proper and complete application has been received requesting that the zoning be changed to City of DeLand's R-1A Single Family Residential; and

WHEREAS, the R-1A, Single Family Residential zoning designation is consistent with the Comprehensive Plan of the City of DeLand.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF DELAND, FLORIDA:

Section 1. The City Commission has held a public hearing on the application for a change of zoning from Volusia County's R-3, Urban Single Family to City of DeLand's R-1A, Single Family Residential zoning designation, on the following described property:

See legal description attached hereto as Exhibit "A"

Tax Parcel Identification No.: 701500000720

Section 2. The City Commission hereby finds that the R-1A, Single Family Residential zoning designation is consistent with the parcel's Low Density Residential (Institutional Overlay) Land Use Designation.

Section 3. Pursuant to the determination made at public hearing, the City Commission hereby amends the Comprehensive Zoning Map of the City of DeLand and changes the zoning from Volusia County's R-3, Urban Single Family to City of DeLand's R-1A, Single Family Residential zoning designation on the parcel described in Section 1.

Section 4. The Planning Director is hereby directed to change the Comprehensive Zoning Map of the City of DeLand to conform with the change of zoning enacted in this Ordinance.

Section 5. No rights to obtain final development orders nor any rights to develop the property have been granted or implied by this Ordinance. Final development orders for the property including, but not limited to building permits and site plan approval shall be subject to a determination of capacity.

Section 6. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, that holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 7. This Ordinance shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED this 3rd day of November, 2025.

Christopher M. Cloudman
Mayor - Commissioner

ATTEST:

Julie A. Hennessy
City Clerk - Auditor

Passed on first reading: October 06, 2025
Adopted on second reading: November 03, 2025

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

Exhibit A – Legal Description

The South Half (S ½) of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of Section 15, Township 17 South, Range 30 East, subject to the right of way of public roads and of easements to Houston Texas Gas and Oil Corporation, recorded in Official Records Book 421, Page 668 and to Florida Power Corporation, recorded in Official Records Book 899, Page 470, Public Records of Volusia County, Florida.

Site contains 15.50 acres

Volusia County Parcel ID #: 701500000720

Alternate Key #: 2236272

- ## NOTES

- NOTE:**

DESCRIPTION: (PER ORB 7109 PG. 363)

xxxx S. BLUE LAKE AVE., DeLAND

I HEREBY CERTIFY THIS SURVEY DRAWING TO BE
 CORRECT, TO THE BEST OF MY KNOWLEDGE AND
 BELIEF, AND COMPLES IN ACCORDANCE WITH THE
 STANDARDS OF PRACTICE AS SET FORTH BY THE
 FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND
 MAPPERS IN CHAPTER 50-17, F.A.C., PURSUANT TO
 SECTION 472.022, FLORIDA STATUTES.

NO. 5823

LARRY R. EFRID JR.
 Professional Surveyor & Mapper

No. 5823

**PLANNING DEPARTMENT STAFF REPORT
TO
PLANNING BOARD**

August 13, 2025

A. APPLICATION NO.: Z25-115

STAFF PLANNER: Kendall Story

APPLICANT: Scott Banta, Telesis Services, LLC

REQUEST: Rezone from Volusia County R-3 (Single Family Residential) to City R-1A (Single Family Residential).

APPLICABLE REGULATIONS:

Article XII ADMINISTRATION AND ENFORCEMENT

Sec. 33-135 – Procedure for text amendments & rezoning.

B. SITE FACTORS:

Location:	Northwestern corner of S. Blue Lake Ave. & E. Beresford Ave.
Size:	±15.50 acres
Land Use:	LDR, Low Density Residential (Institutional Overlay)
Existing Zoning:	VC R-3
Existing Use:	Vacant

	SURROUNDING LAND USE:	SURROUNDING ZONING:
North:	VC: Urban Low-Intensity	VC: R-3 (VC Single Family)
South:	VC: Rural	VC: RR (Rural Residential)
East:	Low-Density Residential	Trinity Gardens PD
West:	VC: Urban Low-Intensity	VC: R-3 (VC Single Family)

C. ANALYSIS:

The subject property is ±15.50 acres and is located at the northwest corner of S. Blue Lake Ave. and E. Beresford Ave. On March 3, 2024, the City Commission voted to approve the annexation and future land use amendment to Low Density Residential (LDR) for the property. The southeast portion of the subject property includes a portion of property owned by Volusia County. A current survey of the property includes a 100' wide Florida Power & Light easement that runs north to south, and then east to S. Blue Lake Ave.

The current zoning designation is Volusia County R-3 (urban single family). According to the County's land development code, the R-3 zoning is intended to provide medium-low-density development, preserving the character of existing or proposed neighborhoods. Permitted uses include single-family standard or manufactured modular dwellings, clustered and zero lot line development. A comparison of the zoning standards are outlined below, with Volusia County R-3 zoning on the left and City R-1A on the right. It is important to note that the number of units shown in the table are theoretical maximums and do not factor in the area that would be required for roads, stormwater retention, tree protection area or landscape buffers.

	CURRENT ZONING: VC R-3	PROPOSED ZONING: CITY R-1A
LOT SIZE	10,000 sq. ft.	8,250 sq. ft.
WIDTH	85'	75'
FRONT SETBACK	30'	30'
SIDE SETBACK	20' combined, 8' min.	12.5'
REAR SETBACK	20'	25'
HEIGHT	35'	35'
MAX. UNITS (±15.50 ACRES)	67 dwelling units	81 dwelling units

The applicant's original rezone request was to a PD with the intention of creating a tiny home development. However, the applicant decided to shift direction, instead proposing a fee-simple single-family residential subdivision. At the time of annexation, the property maintained its county zoning, as the applicant chose to rezone the property at a future date.

The surrounding properties are a mixture of low-density residential land uses, with Trinity Gardens to the east and surrounded by larger residential lots.

Section 33-135 of the Land Development Regulations provides the following criteria, which the Planning Board and City Commission shall utilize in reviewing a rezoning request:

1. Is the proposed rezoning consistent with the Comprehensive Land Use Plan, the land use, zoning pattern and character of the surrounding area?

The development is consistent with the Comprehensive Plan with an underlying land use designation of LDR (Low Density Residential). R-1A is compatible with the LDR land use designation, typified by detached single-family dwelling units and both agricultural and conservation land uses.

2. Will the proposed rezoning have an impact upon the environment or natural resources?

The subject site is heavily wooded and the proposed development would reduce the tree coverage significantly. However, any future development must dedicate, at a minimum, 15% of the property to tree preservation areas to mitigate for tree loss, per the Land Development Regulations. The code also requires a minimum of 1 tree per 2,500 sq. ft. of property. Additionally, buffering and other tree requirements, such as size and species, must meet the standards in the code. An endangered species report will be required at time of the preliminary subdivision plat.

3. Will the proposed rezoning have an impact upon the economy of the affected area?

The infusion of newer homes in this project could have a positive impact on the general area and potentially raise overall values.

4. Will the proposed rezoning have an impact upon governmental services?

Governmental services such as potable water, sewer, code enforcement, police, and fire are available for the subject property and will be provided by the City. The applicant will be required to connect to city water and sewer, as well as reclaimed water for irrigation.

5. Are there changes in the circumstances or conditions affecting the area since the original assignment of zoning that will support the proposed zoning?

The subject property was annexed into the city in March of last year, obtaining a new future land use designation of Low Density Residential (LDR). A city zoning district that is compatible with the LDR land use designation must be applied to the property prior to development.

6. Was there a mistake in the original classification?

There was no known mistake in the original zoning classification. The subject property was recently annexed into the city and requires a city zoning designation.

7. Will the proposed rezoning have any effect upon the use or value of the affected area?

The infusion of newer homes in this project could have a positive impact on the general area and potentially raise overall values. The proposed density is similar to some of the surrounding subdivisions, to include Trinity Gardens to the east, low density properties to the north off of E. Winnemissett Ave., and the Woods at Southridge PD to the west.

8. Will the proposed rezoning have an impact upon public health, safety and welfare?

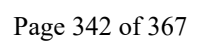
There is no indication that the new proposal will create additional impacts upon public health, safety or welfare, as all provided public services have the capacity needed to accommodate residential development.

D. CONCLUSION:

The City of DeLand is proposing to rezone the subject property from Volusia County R-3 to City of DeLand R-1A, which is compatible with the LDR (Low Density Residential) future land use designation.

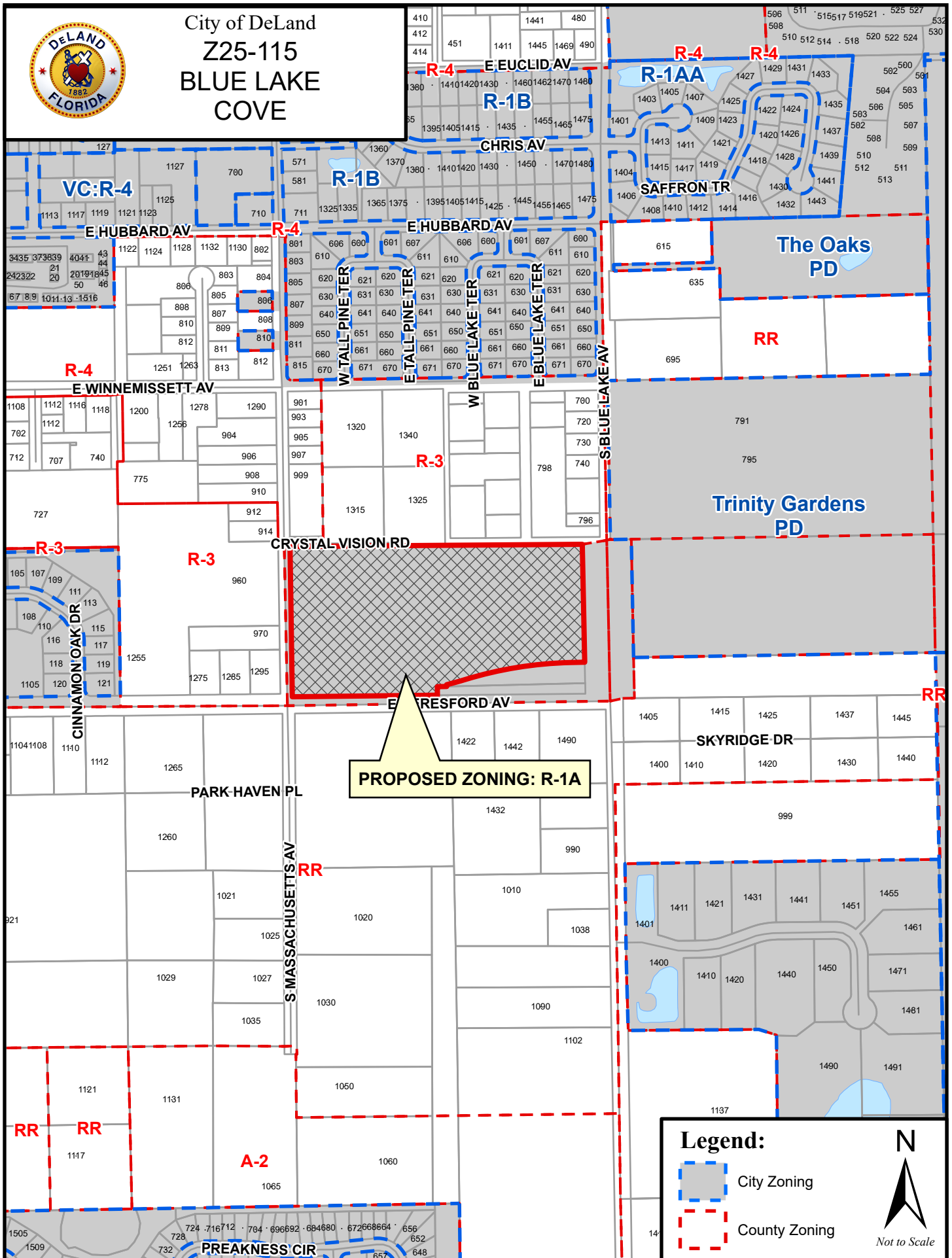
E. STAFF RECOMMENDATION:

Staff recommends that the Planning Board forward the application to the City Commission with a recommendation of approval for the request to rezone from Volusia County R-3 to City R-1A.





City of DeLand
Z25-115
BLUE LAKE
COVE



Scott Banta

From: Roberts, James F. <jfrobert@volusia.k12.fl.us>
Sent: Thursday, January 16, 2025 11:02 AM
To: Scott Banta
Cc: Voges, Robert J.; Marpole, Victoria D.; Young, Ronald E.; Kendall Story
Subject: 24-01-05-001-A – Blue Lake Cove – City of DeLand
Attachments: 24-01-05-001-A_BlueLakeCove_DeLand.pdf

Hello Mr. Banta,

Attached is the letter and certificate of finding of adequate capacity for the proposed residential development known as Blue Lake Cove, located at or near the intersection of E Beresford Ave and S Blue Lake Ave, current within an unincorporated area of Volusia County.

Physical copies will be sent via US mail to the contact address provided in the application.

Please note: No student reservations have been made with this finding of adequate capacity. All future development orders, such as site plans and subdivisions, are subject to school concurrency review. School concurrency will be evaluated at the time when the impact of development is specifically quantified and known. Only funded school improvements and then current capacity will be considered at that time.

Please let us know if you have questions or need further assistance.

Thank you,



James Roberts

Specialist, Planning & GIS
Planning and Business Services
Volusia County Schools
386-947-8786 EXT. 50802

For information on school concurrency, see:

- [School Concurrency Review Application](#)
- [VCSB Concurrency Fee Schedule](#)
- [School Planning Process Flow Chart](#)
- [School Impact Fee Study](#)

This communication and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error, please notify the sender immediately. For any other questions, please contact Customer Support at custserv@volusia.k12.fl.us Under Florida law, our e-mail addresses and communications are public records. If you do not want your e-mail address and message content released in response to a public records request, do not send electronic mail to this system. Instead, contact this office by phone or in writing.



Carmen J. Balgobin, Ed.D
Superintendent of Schools

School Board of Volusia County

Mrs. Jessie Thompson, Chair
Ms. Jamie M. Haynes, Vice Chair
Mr. Ruben Colón
Ms. Donna Brosemer
Ms. Krista Goodrich

**School Adequate Capacity Determination
Finding of Adequate Capacity Letter**

January 16, 2025

Mr. Scott Banta
Telesis Services, LLC
1111 N Ronald Regan Blvd, Suite 101
Longwood, FL 32750

RE : Blue Lake Cove – City of DeLand
School Concurrency Case # 24-01-05-001-A

Mr. Banta:

The County Charter requires any Comprehensive Plan Amendment or Rezoning that allows increased residential density to be effective only when adequate public schools can be timely planned and constructed to serve the projected increase in student population. The district uses this requirement as the guiding principle behind the school adequate capacity review.

District staff reviewed the information for the proposed project known as Blue Lake Cove associated with 16.4 +/- acres of property located at or near the intersection of E Beresford Ave and S Blue Lake Ave. The property is currently in an unincorporated area of Volusia County, but information provided by the City of DeLand's planning office indicates that the developer is seeking annexation into the city. The proposed project would provide eighty-five (85) single family homes.

The district uses a county wide Student Generation Rate (SGR) of (0.258) per single family dwelling unit to calculate projected students. By applying the SGR to the use types in Table 1 below, the project could generate twenty-two (22) full time students.

Table 1

UNIT TYPE	SGR	UNIT COUNT	STUDENTS GENERATED
Single Family Dwelling Unit	0.258	85	22
Multifamily Dwelling Unit	0.137	0	0
Manufactured Home Dwelling Unit	0.052	0	0
Total		85	22

When performing an adequate capacity review, district staff evaluates the effects of the proposed change compared to any remaining permanent capacity within the impacted schools, up to 100%, Table 2 (next page). The projected increase in student population may be over 100% if there are plans to serve increased student population in that planning area within the long-term planning horizon. A finding of adequate capacity may be issued in either case.

FACILITIES SERVICES
3750 OLSON DRIVE ♦ DAYTONA BEACH, FL 32124
PHONE: (386) 947-8786 ♦ FAX (386) 506-5056

Table 2

Schools	SY 2024/25 Enrollment	% of Permanent Capacity	Plans for Capacity Increase Long-Term	Traditional K-12 students projected
Blue Lake Elementary	541	103%	No	9
DeLand Middle	1,067	104%	No	4
West CSA (DeLand High)	2,956	115%	No	7
Other				2

The student projections generated by this project **will** increase the existing percentage above 100% permanent capacity at all school levels. However, the concurrency service areas (CSAs) for both Blue Lake Elementary and DeLand Middle are over 100% but below 115% for level of service (LOS) standards. Likewise, the CSA for DeLand High is over 100% but below 120% for LOS standards. Based on this, the school district has no objections to the proposed development plan.

Minimum planning considerations should include pedestrian and vehicular access, safety, connectivity, and buffering. Additional considerations, particularly for gated and multi-family communities, include accessibility for school buses, by ensuring a turn radius of at least 60 feet at all entrances and exits, and the inclusion of dedicated pickup/drop off sites.

All future development orders, such as site plans and subdivisions, are subject to school concurrency review. School concurrency will be evaluated at the time when the impact of development is specifically quantified and known. Only funded school improvements and then current capacity will be considered at that time.

No student reservations have been made at this time.

Please note the School Board has the right to adjust the attendance boundaries to balance the student enrollment populations at these area schools. Consequently, students generated from this project may not attend the current assigned schools.

Should you need additional information, please contact me at (386) 947-8786, extension 50802.

Sincerely,



James F. Roberts
Specialist, Planning & GIS

CC: Carmen J. Balgobin, Ed.D, Superintendent of Schools
Ron Young, Director of Planning & Construction
Robert J. Voges, Ed.S, Planning Coordinator
Kendall Story, CNU-A, Senior Planner, City of DeLand



Finding of Adequate School Capacity

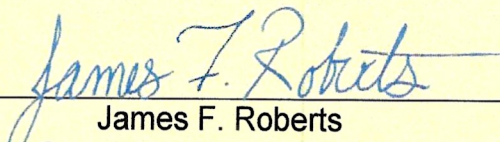
VOLUSIA COUNTY SCHOOL BOARD

Project Information	
Project Name	Blue Lake Cove
VCSB Project #	24-01-05-001-A
Jurisdiction Project #	
Parcel ID Numbers	7015-00-00-0720
Project Location	E Beresford Ave and S Blue Lake Ave
Potential Residential Units	85 Single Family Homes
Property Owner/Applicant	Scott Banta, Telesis Services, LLC

Notes: Additional review will be required at the time of subdivision/site plan submittal(s).
No Student Reservations have been made.

Based upon the Findings of Fact, pursuant to School Board Policy 612 and Section 206 of the County Charter, the school district has determined at this time that school capacity is adequate to serve the proposed increase in residential density. This Finding shall constitute competent substantial evidence that adequate public school capacity is likely to be available at the time it is required to serve the planned new development.

Capacity is not being reserved with this Finding unless otherwise noted on this document. This Finding of Adequate School Capacity allows this subject project to continue through the Comprehensive Plan Amendment and/or rezoning process; however, it may be subject to additional school capacity review in the future.


James F. Roberts
Specialist, Planning & GIS

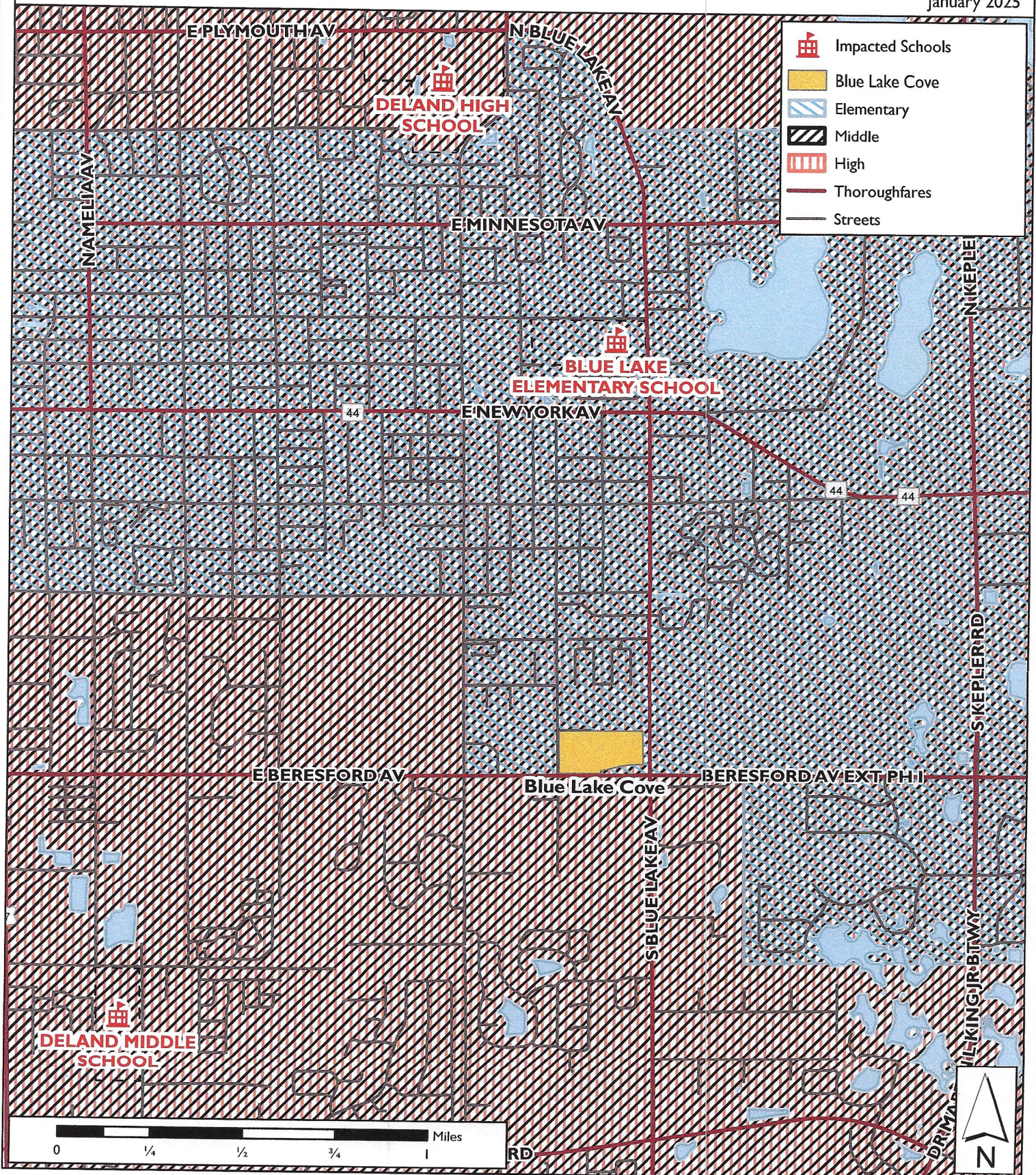
January 16, 2025
Issue Date

VCSB Schools Impacted by Development

School Concurrency Review - Blue Lake Cove



Planning & Business Services
January 2025



CITY OF DELAND
Request for Commission Action
November 3, 2025

SUBJECT: Resolution Approving the Removal of One Historic Tree, Located at 134 North High Street.

DEPARTMENT: Public Works

PREPARED BY: Mariellen Calabro

ATTACHMENTS: Resolution, Arborist Inspector's PowerPoint with Location Map, Tree Advisory Committee Minutes

APPROVED BY: Michael Pleus, City Manager, October 27, 2025

SUMMARY/HIGHLIGHT:

LDM Rentals LLC is requesting approval to remove one historic tree located at 134 North High Street. The Land Development Regulations require that, before the removal of any historic trees should occur, it shall be approved by the City Commission. Section 33-57.05(d) states that there must be a finding that the tree is a hazard (due to health or natural damage) or that it is not economically or practically feasible to develop the parcel without removing the tree. The City Forester has determined that the tree proposed for removal is a 51" DBH historic Live Oak in poor condition. The applicant, LDM Rentals LLC, is requesting the removal because the tree is a hazard due to its poor condition.

At the October 14th Tree Advisory Committee meeting, the Arborist Inspector's PowerPoint was presented demonstrating the tree proposed for removal is a 51" DBH historic Live Oak in poor structural condition with approximately 40% of the crown left. The applicant is requesting the removal of the tree because the tree is a hazard due to its poor structural condition. Staff recommended approval for the removal of the historic tree due to its poor condition with a 100 percent DBH inches replacement requirement to be accomplished via the planting of a minimum of two (2) six- (6-) inch caliper canopy trees on the property with the remaining inches that are not planted on site contributed into the Tree Replacement Reserve Account. The Tree Advisory Committee did not recommend approval of the removal of the 51" Live Oak tree by a 2-3 vote. It was the opinion of those members voting against the removal that preserving the tree would maintain canopy coverage.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

This tree removal and required replacement support the Strategic Plan Focus Areas of Maintaining a Safe Community and Preparing for the Future/Sustainability.

SUSTAINABILITY:

The required replacement for this tree removal will help maintain the City's urban canopy coverage over the long term.

FISCAL IMPACT:

This item does not have a fiscal impact on the City.

RECOMMENDATION:

At their October 14, 2025 meeting, the Tree Advisory Committee did not recommend approval of the removal

of the 51” DBH historic Live Oak tree; however, due to the tree’s poor structural condition and reduced canopy, which could create a potential hazard, Staff recommends that the City Commission APPROVE the request for removal of one historic tree located at 134 North High Street with 100% DBH replacement and the requirement of planting of a minimum of two (2) six- (6-) inch caliper canopy trees on the property with the remaining replacement inches that are not planted on site contributed into the Tree Replacement Reserve Account.

BACKGROUND/DISCUSSION:

Attached is a copy of the Arborist Inspectors PowerPoint with Location Map. The Minutes from the October 14, 2025 Tree Advisory Committee meeting are also attached.

RESOLUTION NO. 2025 –

**A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA,
APPROVING THE REMOVAL OF ONE HISTORIC TREE LOCATED AT
134 NORTH HIGH STREET; AND PROVIDING FOR AN EFFECTIVE
DATE.**

WHEREAS, LDM Rentals LLC, is requesting permission to remove one (1) historic tree located at 134 North High Street; and

WHEREAS, the City's Forester has determined that the 51" DBH tree is historic and in poor condition and creates a hazard due to the condition of the tree; and

WHEREAS, on October 14, 2025, city staff recommended to the Tree Advisory Committee that it recommend to the City Commission approval of the removal of the historic tree, due to its poor condition, with a replacement requirement of 100 percent DBH inches to be accomplished by planting a minimum of two (2) six (6) inch caliper canopy trees on the property with the remaining inches that are not planted on site contributed into the City's Tree Replacement Reserve Account; and

WHEREAS, on October 14, 2025, the Tree Advisory Committee considered this matter and only two of the five members of the Committee agreed to recommend removal of the historic tree with the associated tree replacement requirement, with the other three members wanting the tree to remain; and

WHEREAS, based upon the information presented by the City Forrester it appears to the City Commission that the subject tree is in deteriorated condition and that the City's long-term goal of maintaining a robust tree canopy, as well as the public health, safety and welfare, will be more well served by permitting the removal of this tree and replacing 100 percent of the DBH of the tree.

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

Section 1. The City Commission hereby approves the removal of one historic tree located at 134 North High Street, having a replacement requirement of 100 percent DBH inches by planting of a minimum of two (2) six (6) inch caliper canopy trees on the property with the remaining inches that are not planted on site contributed into the Tree Replacement Reserve Account.

Section 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED this 3rd day of November, 2025.

Christopher M. Cloudman
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk-Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

Tree Advisory Committee Meeting

October 14, 2025

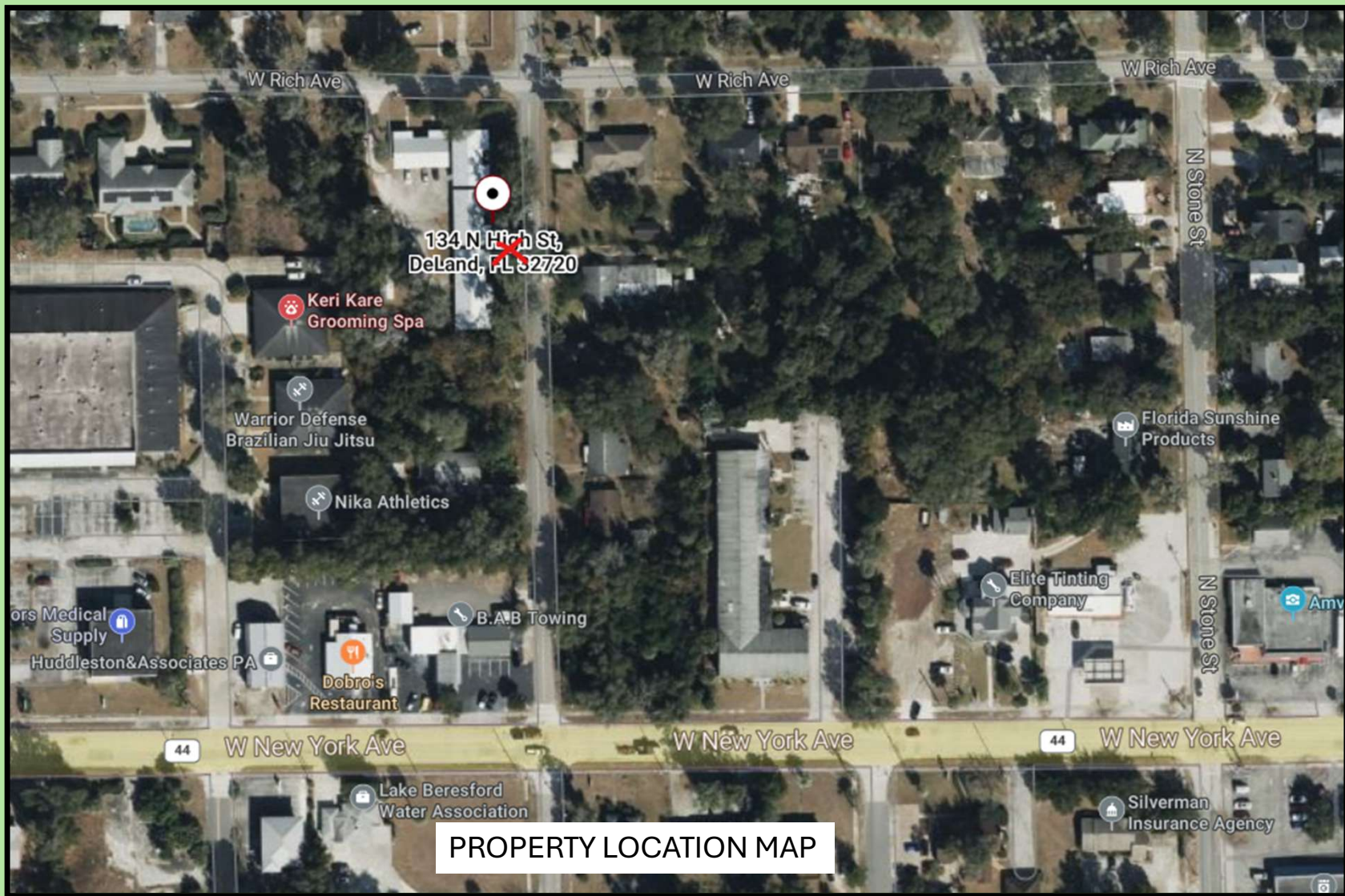
Historic Tree Preservation Assessment

Address: 134 North High Street

Volusia County Parcel Tax Parcel ID #: 7008-45-13-0100

Tree Permit: Tree25-038

Location: One 51" DBH Live Oak (*Quercus virginiana*) located on the east side of the subject property along the N. High St. right-of-way.



PROPERTY LOCATION MAP

**51" DBH Live Oak
Poor Condition**







Tree Advisory Committee Minutes

October 14, 2025 @ 5:15 P.M.

Call to Order:

Roll Call: Members: Steve Edgar (Chairman), Tadd Kasbeer, Dani Keller, Harry DeLashmutt, Kathy Hersh, Chair No. 7 (vacant)

City Staff: S. Laureen Kornel - City Forester
Chris Jackson - Arborist Inspector

Excused: Howard Jeffries

Approval of the Minutes of the Previous Meeting: Harry DeLashmutt made a motion to approve the meeting minutes for August 12, 2025. Kathy Hersh seconded the motion. The motion was unanimously (5-0) approved.

Old Business:

- **Tree Purchase for Tree Giveaway 2026** – City Forester, Laureen Kornel, reported that she requested four quotes to purchase trees from various vendors in the area for the 2026 Tree Giveaway. Only one quote was received that was able to provide E-Verification. The trees for the Tree Giveaway have been ordered from Lafleur Nursery.

New Business:

- **Historic Tree Preservation Assessment on 134 North High Street:** Laureen Kornel introduced the historic tree removal permit request by Ryan Daniel with LDM Rentals LLC. She and Chris Jackson presented slides showing the location and condition of the tree. Ms. Kornel explained the tree has a 51" DBH, with roughly 60% of the crown missing, and a lean toward power lines and the road right-of-way. The tree has been severely over pruned. Overall, the tree has an unbalanced crown and is in poor structural condition with a significantly reduced crown. The tree was evaluated by staff using the Tree Risk Assessment Qualification method and was determined to have a **LOW** risk rating. Mr. Keller asked if there had been any Code Enforcement action regarding this tree. Ms. Kornel advised she had no knowledge of a past violation with Code Enforcement. Mr. Jackson advised that the tree had a history of over pruning and that, in the past, staff has been out to the property to investigate pruning and requested that work be halted due to poor pruning practices.

Based on the poor condition of the tree and a recommendation for replacement of 100% DBH in accordance with the Land Development Regulations, a motion was made by Dani Keller and seconded by Tad Kasbeer to recommend removal of the Historic Tree. Discussion ensued among board members with Mr. Keller and Mr. Kasbeer agreeing that removal of the tree may be the optimal option in this case because of the over pruned poor condition of the tree resulting in at least 60% crown loss. In this case removal of the tree could be considered an opportunity for replacement that would have a greater benefit over the long term in adding to the City's tree canopy. Further discussion ensued about the alternative to keep the tree and the benefit of saving the tree with at least 40% of its crown left. Mr. Edgar called for a vote and the motion to remove the tree failed 2-3 as follows:

Steve Edgar - No
Dani Keller - Yes
Tadd Kasbeer - Yes
Harry DeLashmutt - No
Kathy Hersh - No

- **Arbor Day January 2026:** Ms. Kornel advised the date of Arbor Day is January 16th, 2026. This year, Cedar trees will be given out at Citrus Grove Elementary School. Ms. Hersh asked about past years and the activities at the school, and Mr. Edgar explained past Arbor Day events at various schools throughout the city.
- **Tree Giveaway April 2026:** Ms. Kornel advised the date of the Tree Giveaway will be April 18th, 2026 here at the Public Works Complex. Mr. Edgar explained how the event works. Ms. Kornel advised the trees for this event have been ordered and listed out the following tree species that will be given away:
 - Sycamore
 - Persimmon
 - Dwarf Yaupon Holly
 - Southern Magnolia
 - Chickasaw Plum

Comments from Members: Ms. Hersh provided a summary of a document she prepared titled *Proposal to Preserve Our Shrinking Cover* (attached to meeting minutes). The document discusses global warming and strategies to mitigate loss of shade canopy.

Ms. Kornel requested that any additions to the agenda be provided at least 10 business days prior to the date of Tree Advisory Committee Meetings. This will ensure that all items appear on the agenda prior to sending the agenda in an effort to reduce confusion and maximize staff time. If the agenda deadline passes, Committee members will always have an opportunity to speak on items not on the agenda under "Comments from Members".

Next Meeting: City Forester, Laureen Kornel, announced next month's regularly scheduled meeting date would be a city holiday (Veteran's Day). As such, the November meeting date will be rescheduled to **November 18, 2025 @ 5:15 PM**.

Adjourn: The meeting adjourned at 6:10 PM.

Tree Advisory Committee Meeting
October 14, 2025

**Historic Tree Preservation
Assessment**

Address: 134 North High Street

Volusia County Parcel Tax Parcel ID #: 7008-45-13-0100

Tree Permit: Tree25-038

Location: One 51" DBH Live Oak (*Quercus virginiana*) located on the east side of the subject property along the N. High St. right-of-way.



**51" DBH Live Oak
Poor Condition**



Proposal to Preserve Our Shrinking Shade Cover

To offset global warming's impact on our city, we need to think strategically and act urgently to preserve and maintain shade, using known science as our guide. We know that deep shade can lower ambient air temperature by as much as 10 degrees. We know that trees and the earth under them sequester carbon from the atmosphere, greatly reducing greenhouse gases, the major cause of global warming. We know that shade filters the sun's harmful rays which are linked to skin cancer. Across the Mayo Clinic's Rochester, Minnesota campus, tree canopy is being used to support patients' healing and enhance the health of staff members.

One strategy to mitigate the loss of shade canopy in previously forested areas, is to think not just in terms of replacing individual trees but in **replacing lost shade**, which goes beyond a-tree-for-a-tree mitigation. The amount of shade about to be destroyed can be easily measured. If three 6-inch trees are needed to replicate the shade that will be lost, then that is the number of trees which need to be planted, rather than wait 10- 20 years before a single tree has grown enough to replicate the shade that was there. This places a more realistic value on trees and creates a disincentive by developers to remove trees.

Another strategy is to use some of the tree mitigation fund to give grants to senior citizens on fixed incomes who own property containing mature trees to help offset the cost of pruning to maintain healthy trees. Tree pruning has become extremely expensive, especially if done by a reputable company with a certified arborist to assess and direct the work. According to census data from 2024, nearly 30% of the population of DeLand is over 65. The median income is \$49,493. The Tree Advisory Committee has the necessary expertise to assess the applications and award grants based on criteria such as type and condition of trees, cost estimates from at least two reputable tree trimming companies employing a certified arborist on staff, and financial need of the applicant. Such a program would demonstrate how seriously the City of DeLand takes its responsibility to uphold the vision of the City's founders as a City of Trees.

If we are to be successful in maintaining our shade canopy, we need an enthused, informed, and code-compliant citizenry. In addition to Arbor Day activities, we need a vigorous campaign to raise community awareness regarding the importance of shade to heat regulation, air and soil quality, and individual health. We need signage like the one on the following page that I saw recently at Lukas Nursery in Oveida.

Respectfully submitted by Kathy Hersh, Tree Advisory Committee

TO ACTIVATE ROOTS & FOLIAGE
AFTER 6-WEEKS USE OUR LUKAS NURSERY
4 IN ONE PROFESSIONAL FERTILIZER
3 TIMES A YEAR

Trees Are Cool

In Florida properly placed shade trees
can reduce your electric bills up to 50%.

One tree can absorb the carbon dioxide
produced by 4 cars every year.

Healthy trees can increase residential
property values by up to 35%.

Planting trees remains the cheapest,
most effective means of drawing excess
carbon dioxide from the atmosphere!

CITY OF DELAND
Request for Commission Action
November 3, 2025

SUBJECT: Consideration re Designated Veteran Parking in Lot 11.

DEPARTMENT: Admin Services

PREPARED BY: Michael Grebosz, Asst. City Manager

ATTACHMENTS: City of DeLand Parking Spot Proposal

APPROVED BY: Michael Pleus, City Manager, October 27, 2025

SUMMARY/HIGHLIGHT:

Scott Olson, Veterans Services Director at Volusia County, reached out to staff in October to see if the City was interested in partnering with Volusia County on allowing the installation of 2 to 3 Veterans & Gold Star Family parking spaces in Lot 11 off of West Rich Avenue. These spaces would be signed to say Veteran Parking and/or Gold Star Family Parking. It would be at the 3 nearest spaces closest to the Thomas C. Kelly Building. An aerial of the parking lot and proposed sign design have been attached to this agenda item for additional reference. Volusia County will be paying for the signage and the City will do the installation. The parking time limits will still be enforced just like it is done with the electric vehicle charging spots in that lot. However, actual use of those spots will be on an honor basis and is not something that is enforceable by citation.

Additionally, staff checked with MainStreet DeLand and they have no objections to the request.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The County will pay for the materials and City staff will install the signs.

RECOMMENDATION:

Staff recommends that the City Commission approve the request to install 3 spaces in Lot 11 for Veteran and Gold Star Family Parking.

BACKGROUND/DISCUSSION:

Volusia County Veterans Services has installed this parking in several other locations around the County:

DeLand Regional library
DeLand old courthouse parking lot
DeLand county employee parking lot
DeLand courthouse parking garage

Deltona Regional Library/ Veterans Services Office
Edgewater Regional Library
New Smyrna Beach Regional Library
New Smyrna Beach Service Center (Riverside Dr.)
New Smyrna Beach Veterans Services Office
Daytona Beach Regional Library
Daytona Beach Veterans Services Office
Foxman Justice Center
Ocean Center

City of Deland Parking Lot

Located at W Rich Ave, Deland FL



Quantity: 3
2 Veteran Parking
1 Gold Star Family Parking



City of Deland Parking Lot

Located at W Rich Ave, Deland FL



Quantity: 2
2 Veteran Parking

