



Since 1967
Reedy Creek
IMPROVEMENT DISTRICT

BOARD OF SUPERVISORS

June 23, 2021
9:30 a.m.

AGENDA

Board of Supervisors

Reedy Creek Improvement District
1900 Hotel Plaza Blvd.
Lake Buena Vista, FL 32830

June 23, 2021

9:30 a.m.

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. SAFETY MINUTE
4. APPROVAL OF MINUTES
 - A. Minutes of the May 26, 2021 Landowners Meeting
 - B. Minutes of the May 26, 2021 BOS Meeting
5. REPORTS
 - A. District Administrator
 - B. Deputy District Administrator
6. CONSENT AGENDA

The next portion of the meeting is the Consent Agenda which contains items that have been determined to be routine. The Board of Supervisors in one motion may approve the entire Consent Agenda. The motion for approval is non-debatable and must receive unanimous approval. By the request of any individual, any item may be removed from the Consent Agenda and placed upon the Regular Agenda for discussion.

- A. CONSIDERATION of Reappointment of **Wayne Allred** to the Board of Appeals for a three-year term to expire June 2024.
- B. ECEP Chiller Plant Rehab. Phase 1 (B1007A) – Revision of Initial Budget
 - CONSIDERATION of Request for Board approval to revise the initial budget for the

ECEP Chiller Plant Rehab Phase 1 project by reducing approved funding in the Owner-Furnished Material (OFM) line item and increasing funding in the RCES Soft Costs line item. The total budget amount will remain unchanged.

Funding for this request will be derived from the RCID Series 2021-2 Utility Revenue Bonds (Taxable).

C. ECEP Chiller Plant Rehab. Phase 1 (B1007A) – RCES Soft Costs

- CONSIDERATION of Request for Board approval of an additional amount Not-To-Exceed **\$50,000.00** for RCES engineering and construction support, including survey, submittal review and project inspection costs for the ECEP Chiller Plant Rehab. Phase 1 project. This request includes Board authorization for RCID’s and/or RCES’s direct purchase of miscellaneous goods and ancillary professional services as necessary for the project. **(EXHIBIT A)**

Funding for this request will be derived from the RCID Series 2021-2 Utility Revenue Bonds (Taxable).

D. EPCOT Resorts Blvd. Bridge Replacement Phase II Utility Relocation – Owner-Furnished Material (OFM)

- CONSIDERATION of Request for Board approval of additional Owner-Furnished Material (OFM) in the amount of **\$10,000.00** for the EPCOT Resorts Blvd. Bridge Replacement Phase II Utility Relocation project.

Funding for this request is included in the approved project budget and is derived from the RCID 2016-2024 Transportation Projects Ad Valorem Bonds.

E. EPCOT Resorts Blvd. Bridge Replacement Phase II Utility Relocation – RCES Soft Costs

- CONSIDERATION of Request for Board approval of an additional amount Not-To-Exceed **\$40,000.00** for RCES engineering and construction support, including survey, submittal review and project inspection costs for the EPCOT Resorts Blvd. Bridge Replacement Phase II Utility Relocation project. This request includes Board authorization for RCID’s and/or RCES’s direct purchase of miscellaneous goods and ancillary professional services as necessary for the project. **(EXHIBIT B)**

Funding for this request is included in the approved project budget and is derived from the RCID 2016-2024 Transportation Projects Ad Valorem Bonds.

F. World Drive North Phase 3 – RCES Soft Costs

- CONSIDERATION of Request for Board approval of an additional amount Not-To-

Exceed **\$50,000.00** for RCES engineering and construction support, including survey, submittal review and project inspection costs for the World Drive North Phase 3 project. This request includes Board authorization for RCID's and/or RCES's direct purchase of miscellaneous goods and ancillary professional services as necessary for the project. **(EXHIBIT C)**

Funding for this request is included in the approved project budget and is derived from the RCID 2016-2024 Transportation Projects Ad Valorem Bonds.

- G. North American Energy Standards Board, Inc. (NAESB) Base Contract for the Sale and Purchase of Natural Gas
- CONSIDERATION of Request for Board approval of the North American Energy Standards Board, Inc. (NAESB) Base Contract for the Sale and Purchase of Natural Gas between **Tenaska Marketing Ventures (TMV)** and the Reedy Creek Improvement District and authorization for the District Administrator to execute said Base Contract. RCID will utilize this Base Contract with TMV as part of its portfolio of natural gas commodity suppliers. **(EXHIBIT D)**

7. REGULAR AGENDA

- A. Proposed/Union Ratified Collective Bargaining Agreement for Unit "B"
- CONSIDERATION of Request for Board approval to authorize the District Administrator or Deputy District Administrator to execute Proposed/Union Ratified Collective Bargaining Agreement for Unit "B" (Supervisory) for Reedy Creek Firefighters, IAFF Local 2117. **(EXHIBIT E)**
- B. Memorandum of Understanding – No. 2021-1
- CONSIDERATION of Request for a change to the A-Unit Agreement between Reedy Creek Improvement District and the Reedy Creek Firefighters' Association, IAFF Local 2117, regarding Union leave time. **(EXHIBIT F)**
- C. RCID 2016-2024 Transportation Projects Job Site Safety Observation – Amendment of Professional Services Agreement
- CONSIDERATION of Request for Board approval to increase the Professional Services Agreement between RCID and **Colonial Risk Management, LLC**, and to add to the fee the amount of **\$78,000.00** and to extend the term of the agreement to June 20, 2022, for continued job site safety observation and oversight services. **(EXHIBIT G)**

Funding for this request is included in the approved project budget and is derived from the RCID 2016-2024 Transportation Projects Ad Valorem Bonds.

D. Flamingo Crossings Blvd. Pedestrian Bridges – Budget Reallocation

- CONSIDERATION of Request for Board approval to reallocate funds for the Flamingo Crossings Blvd. Pedestrian Bridges project as shown on the attached Exhibit H. **(EXHIBIT H)**

E. Flamingo Crossings Blvd. Pedestrian Bridges – Construction Services Agreement

- CONSIDERATION of Request for Board approval to award a Lump-Sum Fixed-Price Agreement for Construction Services in the amount of **\$10,022,208.00**, to **Hoar Construction, LLC**, for the construction of two pedestrian bridge structures, site work, and landscaping associated with the Flamingo Crossings Blvd. Pedestrian Bridges project. Staff also requests Board authorization for the District Administrator or Deputy District Administrator to execute change orders up to an aggregate amount of **10%** of the additional contract amount. **(EXHIBIT I)**

Funding for this request is included in the approved project budget and is derived from the RCID 2016-2024 Transportation Projects Ad Valorem Bonds.

F. World Drive North Phase II – RCES Soft Costs

- CONSIDERATION of Request for Board approval of an additional amount Not-To-Exceed **\$100,000.00** for RCES engineering and construction support, including survey, submittal review and project inspection costs for the World Drive North Phase 2 project. This request includes Board authorization for RCID's and/or RCES's direct purchase of miscellaneous goods and ancillary professional services as necessary for the project. **(EXHIBIT G)**

Funding for this request is included in the approved project budget and is derived from the RCID 2016-2024 Transportation Projects Ad Valorem Bonds.

G. Holiday Inn Club Vacation, Incorporated (HICV) and RCID – Construction Reimbursement Agreement

- CONSIDERATION of Request for Board approval for the execution by the District Administrator of a Construction Reimbursement Agreement, in substantial form, between **Holiday Inn Club Vacation, Incorporated (HICV)** and RCID. The agreement will allow for the widening by HICV of a section of Hartzog Road from two lanes to four and the reimbursement in the amount of **\$593,500.00** by RCID to HICV at the completion of this work. **(EXHIBIT J)**

8. OTHER BUSINESS

9. ADJOURNMENT

Orlando Sentinel

Published Daily
ORANGE County, Florida

Sold To:

Reedy Creek Improvement District - CU00123330
PO Box 10170
Orlando,FL 32830-0170

Bill To:

Reedy Creek Improvement District - CU00123330
PO Box 10170
Orlando,FL 32830-0170

**State Of Illinois
County Of Cook**

Before the undersigned authority personally appeared
Jeremy Gates, who on oath says that he or she is an Advertising Representative of the ORLANDO SENTINEL, a DAILY newspaper published at the ORLANDO SENTINEL in ORANGE County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter of 11150-Public Hearing Notice, June 23rd at 9:30 a.m was published in said newspaper in the issues of Jun 09, 2021.

Affiant further says that the said ORLANDO SENTINEL is a newspaper Published in said ORANGE County, Florida, and that the said newspaper has heretofore been continuously published in said ORANGE County, Florida, each day and has been entered as periodicals matter at the post office in ORANGE County



Jeremy Gates

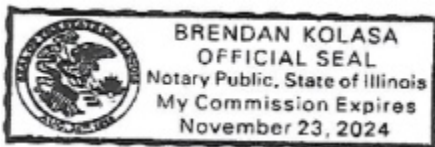
Signature of Affiant

Name of Affiant

Sworn to and subscribed before me on this 10 day of June, 2021,
by above Affiant, who is personally known to me (X) or who has produced identification ().



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped

NOTICE OF MEETING

YOU WILL PLEASE TAKE NOTICE that on June 23rd at 9:30 a.m., or as soon thereafter as practicable, the Board of Supervisors of the Reedy Creek Improvement District will meet in regular session at 1900 Hotel Plaza Boulevard, Lake Buena Vista, Florida. At that time, they will consider such business as may properly come before them.

BY: Wanda Siskron, Clerk
Reedy Creek Improvement District

OS6970380

06/09/21

6970380

MINUTES OF MEETING

Board of Supervisors

Reedy Creek Improvement District

May 26, 2021

10:25 a.m.

President Hames called the regular meeting of the Reedy Creek Improvement District Board of Supervisors to order at 10:25 a.m. on Wednesday, May 26, 2021 at the Administrative Offices of the District, 1900 Hotel Plaza Boulevard, Lake Buena Vista, Florida.

Those present were Larry Hames, Max Brito, Jane Adams, and Wayne Schoolfield, constituting a quorum of the Board of Supervisors. Others in attendance included; John Classe, District Administrator; Ann Blakeslee, Deputy District Administrator; Wanda Siskron, District Clerk; Tina Graham, Assistant District Clerk, Administration; Chris Quinn, Finance; Ron Zupa, Technology Services; Paulette Montero, RCFD; Ed Milgrim, Milgrim Law Group.; and Dianne Schoolfield, Spouse of Wayne Schoolfield. Those participating via teleconference were: Heidi Powell and Lexy Wollstadt, Finance; Bruce Jones, Procurement; Eryka Washington and Erin O'Donnell, Communications; Mark Swanson and Anthony Kasper, RCES; Kate Kolbo and Max Elliott, Planning & Engineering; Jason Middleton, HR; Kerry Satterwhite and Craig Sandt, Facilities; Mike Crikis, Jeff Holland and Wendy Duncan, Environmental Sciences; Deputy Chief Eric Ferrari and Paulette Montero, RCFD; and Ilana Perras, Milgrim Law Group.

President Hames announced the annual election of Officers of the Board of Supervisors as the first item of business. Mr. Brito moved the nomination of Mr. Larry Hames as President. The motion was duly seconded by Ms. Adams. There being no further nominations, the election was unanimous. Mr. Brito moved the nomination of Mr. Don Greer as Vice President. The motion was duly seconded by Mr. Schoolfield. There being no further nominations, the election was unanimous. Ms. Adams moved the nomination of Mr. Wayne Schoolfield as Treasurer. The motion was duly seconded by Mr. Brito. There being no further nominations, the election was unanimous. Ms. Adams moved the nomination of Mr. John H. Classe, Jr. as Secretary. The motion was duly seconded by Mr. Brito. There being no further nominations, the election was unanimous.

SAFETY MINUTE

Mr. Classe had already presented the safety instructions for the Administration Building earlier at the RCID Landowners Meeting, so no need to present again.

APPROVAL OF MINUTES

Minutes from the April 28, 2021 BOS Meeting were approved and accepted as presented.

The District Clerk recorded proof of publication of the meeting notice. **(EXHIBIT E)**

REPORTS

A departmental report was presented by the District Administrator. **(EXHIBIT F)**

Mr. Classe advised that we continue to monitor the COVID-19 virus very closely and are adhering to CDC protocols. This includes employees social distancing three feet apart as opposed to six feet and no more temperature checks. Effective June 1st, everyone will be back to work. However, department leaders will have the authority to modify the work from home schedules for those employees who do not need to be in the office full-time. We have set-up a task force to develop a more permanent work from home program.

Mr. Classe advised that the Senior Leadership Team participated in a retreat in St. Augustine from May 16-18 and that it was very interactive and informative. Some of the goals of this retreat were: (1) Creation of a permanent telecommuting guideline plan which will be shared with the staff and the Board; (2) Succession Planning; (3) Technology use for all of the District; (4) Security Issues; and (5) Looking at where the District will be in one to five years.

Ms. Blakeslee had no items to report to the Board.

CONSENT AGENDA

President Hames proceeded to the Consent Agenda and advised that the Consent Agenda exists of general administrative items and items under a specific cost threshold. Any item can be pulled from the Consent Agenda for further discussion, if requested. Consent Agenda items are shown below:

Item 5A – Reappointment of Kermit Prime to the Pollution Control Board

CONSIDERATION of Reappointment of **Kermit L. Prime, Jr.** to the Pollution Control Board for a one-year term to expire May 2022.

Item 5B – District-Wide Fiber/DMS Project – Professional Services

CONSIDERATION of Request for Board approval to award a Not-To-Exceed authorization for professional services to **Clear Engineering, LLC**, in the total amount of **\$4,400.00** for post-design services in support of District-Wide Fiber/DMS Message Signage. Funding for this request is included in the approved project budget and is derived from the RCID 2016-2024 Transportation Projects Ad Valorem Bonds.

Item 5C – District-Wide Fiber/DMS Project – Design Services

CONSIDERATION of Request for Board approval to award a Not-To-Exceed authorization under Master Agreement M000143 to **DRMP Inc.**, in the total amount of **\$14,169.78**. This amount is comprised of design fees in the amount of **\$4,289.95** and geotechnical and survey services totaling **\$9,879.83**. This authorization is for additional roadway design and sub-surface utility investigation required for the design/installation of two overhead trusses required for the District-Wide Fiber/DMS project. Staff also requests Board authorization for the District Administrator or Deputy District Administrator to execute change orders up to an aggregate amount of **10%** of the contract amount. Funding for this request is included in the approved project budget and is derived from the RCID 2016-2024 Transportation Projects Ad Valorem Bonds. **(EXHIBIT A)**

Item 5D – Flamingo Crossings Pedestrian Bridges – Amendment of Professional Services

CONSIDERATION of Request for Board approval to amend the Agreement for Professional Services between RCID and **Helman Hurley Charvat Peacock/Architects, Inc.**, and add to the fee in the total amount of **\$6,692.00** for additional civil and site design services associated with the pedestrian bridge structures at Flamingo Crossings project. Funding for this request is included in the approved project budget and is derived from the RCID 2016-2024 Transportation Projects Ad Valorem Bonds. **(EXHIBIT B)**

Item 5E – Planalytics Gasbuyer Agreement by and between Planalytics Inc. and RCID – Eighth Amendment

CONSIDERATION of Request for Board approval of the Eighth Amendment to the Planalytics Gasbuyer Agreement by and between **Planalytics Inc.** and RCID dated June 28, 2006 and authorization for the District Administrator to execute said Eighth Addendum. The Eighth Addendum will extend the Agreement for a two (2) year period beginning July 1, 2021 through June 30, 2023. The Gasbuyer platform provides natural gas pricing data and information used to manage gas business on a daily basis as well as provide hedge indications for RCID's supply portfolio. **(EXHIBIT C)**

President Hames asked if anyone had a reason to bring up any items on the Consent Agenda for further discussion. No items were pulled from the Consent Agenda for review. Upon motion by Mr. Schoolfield and duly seconded, the Board unanimously approved the Consent Agenda.

REGULAR AGENDA

Item 6A – District-Wide Fiber/DMS Project – Design and Construction Services

Ms. Kolbo requested Board approval of an agreement or a purchase order(s) to **Daktronics Inc.**, in the total amount of **\$1,008,221.00**. This amount is for the fabrication and delivery of: eight (8) overhead Dynamic Message Signs (DMS) **\$680,596.00**; four (4) ground mount DMS **\$97,875.00**; ten (10) control cabinets **\$55,000.00**; warranty and associated items required for installation **\$174,750.00**. Staff also requests Board authorization for the District Administrator or Deputy District Administrator to execute change orders up to an aggregate amount of **10%** of the contract amount. Funding for this request is included in the approved project budget and is derived from the RCID

2016-2024 Transportation Projects Ad Valorem Bonds. Ms. Kolbo advised that this request is for installation of fiber to communicate with signage; designs for overhead traffic signs; actual sign on ground mounts; overhead trusses and cabinets. Ms. Kolbo advised that certain installation prices include software. President Hames asked if there were any public comments on this request and there were none. Upon motion by Ms. Adams and duly seconded, the Board unanimously approved the request. **(EXHIBIT A)**

Item 6B – EPCOT Resorts Blvd. Bridge Replacement Phase II – Amendment of Professional Services Agreement

Mr. Satterwhite requested Board approval to amend the agreement for Professional Services between RCID and **HNTB Corporation**, and add to the fee in the total amount of **\$86,280.00** for project duration increase, additional pile driving inspection and testing services in support of the EPCOT Resorts Blvd. Bridge Replacement project. Funding for this request is included in the approved project budget and is derived from the RCID 2016-2024 Transportation Projects Ad Valorem Bonds. Mr. Satterwhite advised that this request is for above-mentioned services from HNTB Corporation. President Hames asked if there were any public comments on this request and there were none. Upon motion by Mr. Brito and duly seconded, the Board unanimously approved the request. **(EXHIBIT D)**

8. OTHER BUSINESS

President Hames then asked if there was any further business to discuss.

Mr. Classe asked that with summer vacations fast approaching, for the BOS Members to please let us know if they will miss any upcoming meetings as we have a lot of projects coming in and will need a quorum for each BOS meeting.

Since an overview of ongoing projects was presented earlier today at our annual Landowners meeting, he will not repeat this overview.

Mr. Classe then presented the Final Thought from Walt Disney which he used to start the Senior Leadership Retreat, *“Of all the things I’ve done, the most vital is coordinating those who work with me and aiming their efforts at a certain goal.”*

There being no further business to come before the Board, the meeting was adjourned at 10:42 a.m.

Laurence C. Hames
President, Board of Supervisors

ATTEST

John H. Classe, Jr.
Secretary, Board of Supervisors

MINUTES OF MEETING

Board of Supervisors
Annual Landowners Meeting

Reedy Creek Improvement District

May 26, 2021

The annual meeting of the owners of land within the Reedy Creek Improvement District (RCID) was called to order at 9:30 a.m. on Wednesday, May 26, 2021 at the Administrative Offices of the District, 1900 Hotel Plaza Boulevard, Lake Buena Vista, Florida, by Chairman Larry Hames.

Landowners present were Larry Hames; Jane Adams; Wayne Schoolfield; Max Brito; Mark Kohl, Walt Disney Parks and Resorts U.S., Inc. (WDP&R).; Lee Schmudde, Palm Hospitality; and Page Pierce, The Celebration Company, Flamingo Crossings, LLC and Golden Oak Development, LLC, constituting a quorum of the Landowners of the District. Others in attendance included John Classe, District Administrator; Ann Blakeslee, Deputy District Administrator; Wanda Siskron, District Clerk; Tina Graham, Assistant District Clerk; Chris Quinn, Finance; Ron Zupa, Technology Services; Paulette Montero, Farhan Ali, Marguerite Nyhuis-Zierdt, and Raphael Port, Emergency Services; Ed Milgrim, Milgrim Law Firm; and Dianne Schoolfield, spouse of Wayne Schoolfield. Those participating via teleconference were: Heidi Powell and Lexy Wollstadt, Finance; Bruce Jones, Procurement; Eryka Washington and Erin O'Donnell, Communications; Mark Swanson and Anthony Kasper, RCES; Kate Kolbo and Max Elliott, Planning & Engineering; Jason Middleton, HR; Kerry Satterwhite and Craig Sandt, Facilities; Mike Crikis, Jeff Holland and Wendy Duncan, Environmental Sciences; Deputy Chief Eric Ferrari, Emergency Services; and Ilana Perras, Milgrim Law Group.

Chairman Hames called the meeting to order. First order of business was the Reedy Creek Emergency Services Color Guard presenting the colors as everyone stood and recited the Pledge of Allegiance.

Mr. Classe presented the safety instructions for the Administration Building. Mr. Classe identified the locations of the emergency exits and the location of the two AEDs in case of an emergency. Mr. Classe advised that in the event of a fire, there are two exits on the first floor and emergency personnel wearing safety vests will escort everyone to the nearest exit. Mr. Classe advised that a first-aid kit is located at the Security Guard's desk right outside the Boardroom. Mr. Classe advised that the National Safety Council recognizes June as National Safety Month. Mr. Classe advised that some of the safety tips for the Memorial Day weekend include; you can drink, but only if you do it responsibly; you can drive, but not if you've been drinking; you can grill, but not enough to alarm the fire department; and you can socialize, but never sacrifice your health somewhere you don't feel comfortable; and most importantly, have fun, but never forget the true meaning of Memorial Day which is to honor the men and women who gave the ultimate sacrifice so that we could enjoy the many comforts we have today. May they rest in peace.

Chairman Hames asked if the meeting was properly noticed. The District Clerk, Wanda Siskron, acknowledged that the meeting was properly noticed. **(Exhibit A)**

Mr. Classe presented the Letter of Certification from Jeff L. Green, P.S.M., setting forth the amount of land owned by each Landowner within the District. **(Exhibit B)**

Mr. Classe called the roll of Landowners, and based on the verbal roll call, advised the following Landowners were present in person or by proxy, representing 23,492.24 of the 24,607.79 acres within the District:

Jane Adams
Max Brito
Laurence Hames
Wayne Schoolfield
Flamingo Crossings, LLC
Golden Oak Development, LLC
Reedy Creek Improvement District
The Celebration Company
Palm Hospitality
Walt Disney Parks and Resorts U.S., Inc.

Mr. Classe introduced the Landowner Representatives (in addition to the Board members) present for the meeting: Mr. Mark Kohl, representing Walt Disney Parks and Resorts U.S., Inc. (WDP&R); Mr. Lee Schmutde, representing Palm Hospitality; and Mr. Page Pierce, representing Flamingo Crossings, LLC, Golden Oak Development, LLC and The Celebration Company.

The following Landowners were not present and/or not represented by proxy for the verbal roll call:

ARDC-Ocala
Celebration Community Development District
Florida Department of Transportation
FC Hotel A, LLC
Hess Retail Stores, LLC
HHR FSO LLC
JL-FX Hotel Development, LLC
JL-FX Orlando Hotel 4, LLC
Orange County
Orlando Gateway Group, LLC
Osceola County
Walgreen Co.

Chairman Hames requested nominations for Chairman for the meeting. Mr. Kohl made a motion to nominate Mr. Hames as Chairman for the meeting. Motion was duly seconded. All in favor.

Nomination approved. Chairman Hames then requested nominations for Secretary for the meeting. Mr. Lee Schmutde made a motion to nominate Mr. Classe as Secretary. Motion was seconded by Mr. Pierce. All in favor. Nomination approved.

Secretary John Classe announced the expiration of the terms of Board of Supervisors' Members Jane Adams, Wayne Schoolfield and Don Greer. Chairman Hames asked for nominations for Seat 1 being vacated by Jane Adams. Mr. Page Pierce, Flamingo Crossings, LLC, Golden Oak Development, LLC and The Celebration Company, made a motion to nominate Jane Adams for Seat 1 for a four-year term to expire June 1, 2025. Motion was duly seconded. Chairman Hames asked for any further nominations. There being no further nominations, Chairman Hames moved that nominations be closed for Seat 1. Motion was duly seconded. Chairman Hames asked for nominations for Seat 2 being vacated by Wayne Schoolfield. Mr. Lee Schmutde, Palm Hospitality, made a motion to nominate Wayne Schoolfield for Seat 2 for a four-year term to expire June 1, 2025. Motion was duly seconded. Chairman Hames asked for any further nominations. There being no further nominations, Chairman Hames moved that nominations be closed for Seat 2. Motion was duly seconded. Chairman Hames asked for nominations for Seat 3 being vacated by Donald Greer. Mr. Mark Kohl, WDPR, US, Inc., made a motion to nominate Donald Greer for Seat 3 for a four-year term to expire June 1, 2025. Motion was duly seconded. Chairman Hames asked for any further nominations. There being no further nominations, Chairman Hames moved that nominations be closed for Seat 3. Motion was duly seconded. The Assistant District Clerk then handed out Ballots for Seats 1, 2 and 3 to the Landowners. Ballots were completed and then retrieved by the Assistant District Clerk and District Administrator. The Clerk then examined all of the ballots and declared them to be duly executed. The Clerk then handed ballots to Secretary John Classe with the results. Mr. Classe then announced that Jane Adams, Wayne Schoolfield and Donald Greer had been elected to four-year terms to expire June 1, 2025, each receiving all votes represented at the meeting.

Chairman Hames stated the next item of business was ratification by the Landowners of all actions by the Board of Supervisors and Officers of the District since the last meeting in May of 2020 as well as May of 2019. Mr. Lee Schmutde, Palm Hospitality, moved a motion to ratify all actions of the Board of Supervisors and Officers of the District since the last Landowners' meeting as well as the May 2019 Landowners' meeting. Mr. Wayne Schoolfield, seconded the motion, and the motion was unanimously approved. **(Exhibit C)**

Secretary Classe asked Ms. Kate Kolbo to present Planning & Engineering's two reports; the 2020 Annual Report for Reclamation & Water Control, Roadway & Bridge Infrastructure and the 2021 Annual Water Control Inspection Report.

Both the 2020 Annual Report for Reclamation & Water Control, Roadway and Bridge Infrastructure and 2021 Annual Water Control Inspection Reports were then presented by Ms. Kolbo. Ms. Kolbo advised that these two reports were included in the Landowners material previously provided and that the reports are required by RCID's Charter to be presented to the Landowners for their acceptance. Ms. Kolbo advised that these reports identify scheduling of on-going maintenance and the planning for future expansion. Chairman Hames advised that both the 2020 Annual Report for Reclamation & Water Control, Roadway and Bridge Infrastructure and the

2021 Annual Water Control Inspection Reports were accepted on behalf of the Landowners. **(Exhibits D & E)**

Chairman Hames asked Mr. Quinn to present the Annual Financial Report on behalf of the District Treasurer. Mr. Quinn presented an overview of Fiscal Year ended September 30, 2020, summarizing the governmental activities and utility operations by major financial statement classification. Mr. Quinn reviewed governmental expenses; utility revenues and expenses; capital assets, and outstanding debt, all as of September 2020. Mr. Quinn reported that the District's financial strength of \$470M is very solid. Mr. Quinn reported that the District's credit ratings are still pretty strong with an AA- rating for Ad Valorem Bonds and an A rating for Utility Revenue Bonds. Mr. Quinn advised that the District is in regular contact with the rating agencies due to Utilities ratings. Mr. Quinn reported that the auditors advised that RCID is in compliance with the State of Florida requirements and issued a clean report. Mr. Quinn advised that all financial compliance and disclosure requirements have been met. Mr. Quinn advised that for FY2021, RCID's ad valorem millage rate is 11.1429 and the utility debt service coverage is 1.37. Mr. Quinn reported that the Fiscal Year 2021 Budget is on target. Mr. Quinn went on to report that some of the effects of COVID-19 on operations and current and future budgets include; deferring capital projects that are not critical (no bond-funded projects have been deferred); an internal freeze on hiring and overtime; and no non-essential travel. Chairman Hames accepted the Annual Financial Report on behalf of the Landowners.

Chairman Hames then asked Secretary Classe to present the annual reports to the Landowners.

Mr. Classe reported that he would be focusing on a couple of different areas; COVID-19 Response; Capital Projects; and Diversity Equity Inclusion. Mr. Classe advised that in regards to COVID-19, the District maintained all services to its taxpayers; set District fiscal year budget (millage) to the roll-back rate; no significant health issues to District staff; no staff furloughs; and continued capital projects. The capital projects include World Drive North-Phase 2 (construction); World Drive North Phase 3 (design); Flamingo Crossings Pedestrian Bridges (design); and District-Wide DMS/Fiber Network (design). Mr. Classe advised that World Drive North-Phase 2 construction is underway near the Car Care Center. This will include a two-lane divided roadway near entrance to Magic Kingdom parking which will allow access to Shades of Green, the Polynesian, Grand Floridian and Bear Island Road. This also includes improvements to structures for bridges and an exit for leaving Magic Kingdom via new flyover.

Mr. Classe reported that the World Drive North Phase 3 design is for a two-lane road past Seven Seas, the Polynesian, Magnolia Golf Course and the Grand Floridian. This construction will impact the Shades of Green entrances, but we are working on Osceola Parkway to help with this. To eliminate pedestrian traffic at the Grand Floridian, there will be a pedestrian bridge near Fire Station 3. There will be a two-lane road from Reams Rd. to World Drive to I-4 to Celebration and a roundabout will be used as opposed to traffic signals. This construction will start in the spring of 2022. The golf course work will be done first. A budget of \$90M was approved for this project. However, with an estimate of 90% of the plans, there will not be enough funds to complete. Mr. Classe advised that early next year, we will ask the BOS for approval to fund the gap.

Mr. Classe advised that the Flamingo Crossings Pedestrian Bridges project will be a separate project. The two bridges will be exactly the same design. Pre-Bids will be issued today. Bids should be received within three weeks and this item will be brought to the BOS at the June 23rd BOS meeting for authorization. Flamingo Crossings is rapidly growing with the college housing and apartments, retail dining, etc. Mr. Classe advised that we need to move forward quickly with this project.

Mr. Classe advised that District-Wide DMS/Fiber Network Boards will be installed across property. Mr. Classe presented a chart that showed exactly what areas of property are covered present and what will be provided with this expansion over the next year. Mr. Classe advised that Reedy Creek Energy Services will provide electric power for this project.

Mr. Classe advised that in January of 2021, the District took the pledge with the Economic Partnership of Orlando to establish Diversity Equity Inclusion and to examine its existing relationships with MWBE organizations; establish an MWBE Outreach to establish new relationships; and DEI education and awareness programs. Mr. Classe advised that the District has established a Diversity Initiative Committee to implement more educational awareness to District employees.

Chairman Hames advised that the next item on the agenda is for Ratification of Actions by the BOS and Officers of the District. Mr. Mark Kohl, WDP&R, made a motion to ratify these actions and Mr. Page Pierce, Flamingo Crossings, LLC, Golden Oak, LLC and The Celebration Company seconded the motion. The motion was unanimously approved.

Chairman Hames and the Board members thanked everyone for their reports.

There being no further business to come before the Landowners, the meeting was adjourned at 10:15 a.m.

Donald R. Greer
Vice-Chairman, Board of Supervisors

ATTEST

John H. Classe, Jr.
Secretary, Board of Supervisors

DEPARTMENT REPORTS

- Reedy Creek Energy Services
- Environmental Sciences
- Human Resources
- Planning & Engineering
- Building & Safety



Reedy Creek Energy Services

Memorandum

To: John Classe
From: Christine Ferraro
Subject: April - Monthly Utilities Report

Date: June 23, 2021
Extension: (407) 824-4121

Electric and Natural Gas Purchases and Sales

May 2021: Megawatt hour loads were approximately 1.2% below budget with a monthly peak load of approximately 1% below budget. Average temperatures for May 2021 were 2% higher when compared to same month in 2020 and was 2.1% lower when compared to the average temperatures experienced in 2019. Total cost per megawatt hour (\$/MWh) for the month was approximately 16.5% below budget equating to approximately \$693K of net electric savings to plan. The electric savings were driven primarily by overall lower energy costs from RCID's electric Tolling agreement with FMPA, Duke Transmission costs reductions, Duke Transmission ROE FERC Case settlement, Lower Firm Purchases than budgeted, and lower solar purchase volumes than budgeted. In addition, RCID generated savings based on incremental electric market sales. **Property closure resulting from the COVID19 virus pandemic still continues to impact volume and financial results for RCID and is expected to continue through the end of FY21.**

Natural Gas (Distribution and Hot Water)

May 2021: Natural gas commodity prices were approximately 10.6% below budget, with volumes approximately 18% under budget. Actual volumes were lower than budgeted **driven by property closure resulting from the COVID19 virus pandemic.** Total natural gas cost per MMBtu (\$/MMBtu) for the month were approximately 6% below budget due to volume reductions lower than budgeted levels and lower than budgeted natural gas commodity prices. Gross natural gas costs were approximately \$131K under budget driven primarily by a combination of lower natural gas volumes than budgeted and lower gas prices than budgeted. Continued lower natural gas volumes are driven by the property closure due to COVID-19. There is every expectation that sales volumes will return to pre-COVID levels as the property returns to normal operations.

Water / Wastewater

	2020		2021		Difference		% Difference
	Total Monthly Volume (million gallons)	Average Daily Flow (million gallons/day)	Total Monthly Volume (million gallons)	Average Daily Flow (million gallons/day)	Total Monthly Volume (million gallons)	Average Daily Flow (million gallons/day)	
Potable Water Consumption	315.2	10.2	452.1	14.6	136.9	4.4	43.4%
Wastewater Generation	222.9	7.2	360.8	11.6	137.9	4.4	61.9%
Reclaimed Water Usage	222.9	7.2	321.9	10.4	99.0	3.2	44.4%
Wastewater Contribution from OCU	71.3	2.3	76.0	2.5	4.7	0.2	6.6%
Rainfall measured at RCID WWTP (in)	7.2		0.7		-6.6		-90.9%

Solid Waste

	2020	2021	Difference
	Total Monthly Volume (Tons)	Total Monthly Volume (Tons)	Total Monthly Volume (Tons)
Class I Waste Collected by RCES	241	3,602	3,361
Class III Waste Collected by RCES	64	212	148
Offsite Landfill	512	4,546	4,034
Food Waste	17	720	703
Class I Recycle	2	862	860
Green Waste	379	843	464
C&D Collected	277	1,418	1,191
Manure	313	281	-32

*All Data in Tons

RESOLUTION #613 / #615
MONTHLY ELECTRIC SALES, PURCHASES, AND TRANSMISSION TRANSACTIONS

Company	Electric Sales	Electric Purchases [1]	Net Profit/(Cost) [2]	Monthly Sales Subtotal	Monthly Purchases Subtotal	Net Profit /(Cost) Subtotal
Oct-20						
City of Tallahassee	\$23,645.00	\$10,530.00	\$5,492.05			
Duke Energy Florida	\$0.00	\$117,987.50	\$24,811.82			
Orlando Utilities Commission	\$347,455.00	\$0.00	\$80,066.35			
Rainbow Energy Marketing	\$0.00	\$121,827.00	\$39,145.70			
The Energy Authority	\$34,570.00	\$6,400.00	\$11,944.48			
Total October 2020				\$405,670.00	\$256,744.50	\$161,460.39
Nov-20						
City of Tallahassee	\$0.00	\$21,000.00	\$3,225.32			
Duke Energy Florida	\$0.00	\$141,452.50	\$20,461.45			
Orlando Utilities Commission	\$20,480.00	\$0.00	\$3,570.40			
Rainbow Energy Marketing	\$0.00	\$58,489.00	\$14,833.71			
The Energy Authority	\$0.00	\$16,320.00	\$4,953.60			
Total November 2020				\$20,480.00	\$237,261.50	\$47,044.49
Dec-20						
City of Tallahassee	\$0.00	\$63,221.00	\$11,898.63			
Excellon/Constellation	\$35,800.00	\$0.00	\$3,902.78			
Duke Energy Florida	\$0.00	\$66,880.00	\$14,309.20			
Orlando Utilities Commission	\$11,480.00	\$12,250.00	\$2,815.60			
Rainbow Energy Marketing	\$0.00	\$57,591.00	\$7,476.86			
The Energy Authority	\$25,260.00	\$12,320.00	\$10,847.30			
Total December 2020				\$72,540.00	\$212,262.00	\$51,250.37
Jan-21						
City of Tallahassee	\$0.00	\$15,864.00	\$3,358.93			
Duke Energy Florida	\$0.00	\$140,990.00	\$26,127.23			
Orlando Utilities Commission	\$0.00	\$11,395.00	\$935.13			
Rainbow Energy Marketing	\$0.00	\$36,121.50	\$3,028.61			
The Energy Authority	\$32,965.00	\$3,200.00	\$4,568.17			
Total January 2021				\$32,965.00	\$207,570.50	\$38,018.06
Feb-21						
City of Tallahassee	\$10,000.00	\$15,792.00	\$7,976.08			
Excellon/Constellation	\$0.00	\$8,640.00	\$442.50			
Duke Energy Florida	\$0.00	\$83,935.00	\$21,151.50			
Orlando Utilities Commission	\$2,160.00	\$43,920.00	(\$5,834.40)			
The Energy Authority	\$8,020.00	\$105,600.00	\$15,305.52			
Total February 2021				\$20,180.00	\$257,887.00	\$39,041.20
Mar-21						
Duke Energy Florida	\$0.00	\$203,760.00	\$33,099.50			
Orlando Utilities Commission	\$3,060.00	\$0.00	\$720.00			
Rainbow Energy Marketing	\$0.00	\$26,254.00	\$2,853.12			
Total March 2021				\$3,060.00	\$230,014.00	\$36,672.62
Apr-21						
City of Tallahassee	\$0.00	\$294.00	\$37.10			
Duke Energy Florida	\$0.00	\$105,825.00	\$21,431.95			
Orlando Utilities Commission	\$38,200.00	\$0.00	\$9,584.15			
Rainbow Energy Marketing	\$0.00	\$23,974.50	\$7,413.42			
The Energy Authority	\$85,090.00	\$0.00	\$10,231.10			
TYR Energy	\$0.00	\$99,288.00	\$19,782.74			
Total April 2021				\$123,290.00	\$229,381.50	\$68,480.46
May-21						
City of Tallahassee	\$0.00	\$3,150.00	\$913.85			
Duke Energy Florida	\$0.00	\$143,270.00	\$35,039.03			
Orlando Utilities Commission	\$4,560.00	\$24,685.00	\$3,361.76			
Rainbow Energy Marketing	\$0.00	\$127,182.10	\$25,683.47			
The Energy Authority	\$22,440.00	\$0.00	\$7,702.13			
TYR Energy	\$0.00	\$29,300.00	\$8,154.91			
Total May 2021				\$27,000.00	\$327,587.10	\$80,854.95
FY2021 to Date Total	\$705,185.00	\$1,958,708.10	\$522,822.53	\$705,185.00	\$1,958,708.10	\$522,822.53

[1] Does not include any purchases under long term firm contracts.
[2] Only includes impact of energy marketing activity.

Profit
19.63%

**RESOLUTION #614
MONTHLY GAS SALES, PURCHASES, AND TRANSPORTATION TRANSACTIONS**

Company	MMBTU's	\$/ MMBTU's	Monthly Purchase Subtotal	Monthly Sales Subtotal	Net Monthly Sales and Purchases Subtotal	Monthly Budgeted MMBTU's	Budgeted \$/ MMBTU's	Monthly Budgeted Subtotal
Oct-20								
Hedge Settlements - JPM, DB/MS, BP, & Cargill	0		\$314,678.85	\$0.00	\$314,678.85	438,208		\$1,275,082.54
FGU	158,472		\$325,026.01	\$0.00	\$325,026.01			
Infinite Energy	104,155		\$225,650.80	\$0.00	\$225,650.80			
Mercuria	114,867		\$236,742.95	\$0.00	\$236,742.95			
Bookout -	1,093		\$2,749.90	\$0.00	\$2,749.90			
FGT Usage	0		\$7,088.95	\$0.00	\$7,088.95			
Total October 2020	378,587	\$2.94	\$1,111,937.45	\$0.00	\$1,111,937.45	438,208	\$2.91	\$1,275,082.54
Nov-20								
Hedge Settlements - JPM, DB/MS, BP, & Cargill			(\$77,883.62)	\$0.00	(\$77,883.62)	479,587		\$1,413,191.62
FGU	153,730		\$448,021.00	\$0.00	\$448,021.00			
Infinite Energy	227,550		\$683,818.44	\$0.00	\$683,818.44			
Rainbow	10,000		\$22,812.50	\$0.00	\$22,812.50			
Bookout -	(619)		(\$1,572.70)	\$0.00	(\$1,572.70)			
FGT Usage			\$7,347.41	\$0.00	\$7,347.41			
Total November 2020	390,661	\$2.77	\$1,082,543.03	\$0.00	\$1,082,543.03	479,587	\$2.95	\$1,413,191.62
Dec-20								
Hedge Settlements - JPM, DB/MS, BP, & Cargill			(\$46,230.94)	\$0.00	(\$46,230.94)	485,371		\$1,442,928.65
FGU	158,472		\$446,257.09	\$0.00	\$446,257.09			
Infinite Energy	199,153		\$563,308.97	\$0.00	\$563,308.97			
Rainbow	92,107		\$265,820.80	\$0.00	\$265,820.80			
Cashout - FGT	(469)		(\$1,138.78)	\$0.00	(\$1,138.78)			
FGT Usage			\$8,444.44	\$0.00	\$8,444.44			
Total December 2020	449,263	\$2.75	\$1,236,461.58	\$0.00	\$1,236,461.58	485,371	\$2.97	\$1,442,928.65
Jan-21								
Hedge Settlements - JPM, DB/MS, BP, & Cargill			\$129,008.18	\$0.00	\$129,008.18	502,295		\$1,504,506.38
FGU	158,472		\$378,272.56	\$0.00	\$378,272.56			
Infinite Energy	215,560		\$533,435.20	\$0.00	\$533,435.20			
Rainbow	81,243		\$199,614.05	\$0.00	\$199,614.05			
Bookout - IE	(2,781)		(\$7,479.81)	\$0.00	(\$7,479.81)			
FGT Usage			\$8,548.35	\$0.00	\$8,548.35			
Total January 2021	452,514	\$2.74	\$1,241,398.53	\$0.00	\$1,241,398.53	502,295	\$3.00	\$1,504,506.38
Feb-21								
Hedge Settlements - JPM, DB/MS, BP, & Cargill			(\$254,056.46)	\$0.00	(\$254,056.46)	437,969		\$1,288,047.60
FGU	143,104		\$383,518.72	\$0.00	\$383,518.72			
Infinite Energy	237,022		\$847,413.79	\$0.00	\$847,413.79			
Mercuria	33,621		\$92,625.86	\$0.00	\$92,625.86			
Cashout - FGT	(7,430)		(\$32,359.95)	\$0.00	(\$32,359.95)			
FGT Annual Accounting Refund Settlement			(\$2,445.24)	\$0.00	(\$2,445.24)			
FGT Alert Day Penalty	3,846		\$67,094.36	\$0.00	\$67,094.36			
FGT Usage			\$7,769.18	\$0.00	\$7,769.18			
Total February 2021	410,163	\$2.71	\$1,109,560.26	\$0.00	\$1,109,560.26	437,969	\$2.94	\$1,288,047.60
Mar-21								
Hedge Settlements - JPM, DB/MS, BP, & Cargill			(\$8,390.59)	\$0.00	(\$8,390.59)	475,152		\$1,572,125.57
FGU	158,472		\$439,601.39	\$0.00	\$439,601.39			
Infinite Energy	196,750		\$511,579.39	\$0.00	\$511,579.39			
Mercuria	69,161		\$200,497.74	\$0.00	\$200,497.74			
Bookout - FGU	(1,901)		(\$4,796.22)	\$0.00	(\$4,796.22)			
FGT Usage			\$8,343.15	\$0.00	\$8,343.15			
Total March 2021	422,482	\$2.71	\$1,146,834.86	\$0.00	\$1,146,834.86	475,152	\$3.31	\$1,572,125.57
Apr-21								
Hedge Settlements - JPM, DB/MS, BP, & Cargill			\$74,657.98	\$0.00	\$74,657.98	438,379		\$1,281,258.24
Conoco Phillips	29,400		\$74,925.90	\$0.00	\$74,925.90			
FGU	153,570		\$384,485.46	\$0.00	\$384,485.46			
Infinite Energy	84,367		\$174,228.69	\$0.00	\$174,228.69			
Shell	145,080		\$373,000.68	\$0.00	\$373,000.68			
Rainbow	12,632		\$33,045.31	\$0.00	\$33,045.31			
Bookout - FGU	(3,438)		(\$9,214.35)	\$0.00	(\$9,214.35)			
FGT Usage			\$16,218.49	\$0.00	\$16,218.49			
Total April 2021	401,611	\$2.79	\$1,121,348.17	\$0.00	\$1,121,348.17	438,379	\$2.92	\$1,281,258.24
May-21								
Hedge Settlements - JPM, DB/MS, BP, & Cargill			(\$113,490.92)	\$0.00	(\$113,490.92)	475,152		\$1,572,125.57
BP	12,400		\$36,344.00	\$0.00	\$36,344.00			
FGU	230,454		\$451,097.43	\$0.00	\$451,097.43			
Infinite Energy	231,028		\$686,580.08	\$0.00	\$686,580.08			
Cashout - FGT	(732)		(\$2,029.89)	\$0.00	(\$2,029.89)			
FGT Usage			\$16,756.83	\$0.00	\$16,756.83			
Total May 2021	473,150	\$2.27	\$1,075,257.53	\$0.00	\$1,075,257.53	475,152	\$3.31	\$1,572,125.57
FY2021 to Date Total	3,378,431	\$2.70	\$9,125,341.41	\$0.00	\$9,125,341.41	3,732,114	\$3.04	\$11,349,266.17
Volume Variance % (mmbtu)		-9.5%						
Volume Variance \$(000)		(\$1,075,542)						
Rate Variance \$(000)		(\$1,148,382)						
Total System Variance YTD		(\$2,223,925)						
Check		(\$2,223,925)						



**REEDY CREEK
IMPROVEMENT DISTRICT**

P.O. BOX 10170, LAKE BUENA VISTA, FLORIDA 32830-0170, TELEPHONE (407) 824-7301

MEMORANDUM

DATE: June 10, 2021
TO: John Classe
FROM: C. Michael Crikis
SUBJECT: Monthly Report for May 2021

The following is a summary of the activities completed by Environmental Sciences in the month of May 2021:

Regulatory Activities – sampling and testing

- 605 sites were visited.
- 1,438 samples were collected or delivered.
- 3,882 tests were assigned.
- Non-Potable Water Proficiency Testing samples were received for the General Chemistry and Metals analyses.

Mosquitoes Monitoring

- 271 traps were set up in 54 locations.
- 18,864 mosquitoes were identified.
- Mosquito populations trended up even with decreased rainfall during the month.

Meetings and Educational Sessions Participation

- Attended Florida Lake Management Society (FLMS) workshop.
- Attended Florida Department of Environmental Protection (FDEP) Impaired Waters Rule Biennial Assessment workshop.
- Attended Statewide Stormwater Rule Technical Advisory Committee meeting.
- Attended Florida Stormwater Association “Stormwater Operator Level 2” certification course.
- Assisted with the International Science and Engineering Fair.

CC: Ann Blakeslee
RCID Pollution Control Board

Human Resources

June 2021

Open Positions

- *Technology Services*
 - IT Project Manager (2 openings) – Accepting resumes, conducting interviews
 - GIS Analyst - Accepting resumes
- *Environmental Sciences*
 - Chemist II – Conducting phone interviews
 - Biologist II – Aquatic Macroinvertebrate – Accepting resumes
 - Biologist II – Field Operations – Requisition approvals in process
- *Planning and Engineering*
 - Associate Compliance Specialist – Accepting resumes
- *Fire Dept.*
 - Firefighter/Paramedic (Eligibility list only) – Accepting applications, NTN listing
 - Paramedic (Eligibility list only) - Accepting applications, NTN listing

Filled Positions:

- *Environmental Sciences*
 - Biologist II- Microbiology – Internal Candidate transfer effective 6/20/21
 - Quality Assurance Specialist IV – Offer review in process
- *Technology Services*
 - GIS Administrator – New hire start date effective 6/21/21

Resignations/Retirements

- *Nichole Negron* – IT Project Manager – Technology Services – Resignation effective 6/4/21
- *Rachel Blaize* – Associate Compliance Specialist – Planning & Engineering effective 6/11/21
- *Jia Wei* - GIS Administrator – Technology Services – Resignation effective 6/11/21

**PLANNING & ENGINEERING
DEPARTMENT**

**MAY 2021
ACTIVITY REPORT**

**SUBMITTED BY
KATHRYN BOES KOLBO, P.E.**

REGULATORY REVIEWS

BUILDING PERMIT REVIEW

- Reviewed 67 / Approved 49
- Awaiting Approval – 18

CONSISTENCY / CONCEPT PLAN / SITE PLAN REVIEW

7-Eleven Flaming Crossings

- Plans received 11/17/20. RAI #1 issued 11/24/20, response received 12/15/20; RAI #2 issued 12/23/20, response received 1/6/21; RAI #3 issued 1/6/21, awaiting response. As of January 2021, the project is on hold.

Epcot BOH Parking

- Consistency application received 10/24/19. Project initially placed on hold; planning review reopened 1/28/20. RAI #1 issued 2/25/20, awaiting response.

RCID Environmental Sciences Lab Phase 2 Project

- Awaiting full submittal.

CONCURRENCY REVIEW

- No projects to report at this time.

LANDSCAPE/IRRIGATION REVIEW

- Flamingo Crossings Pedestrian Bridges – Plans received 6/29/20. RAI #1 issued 8/6/20, response received 9/11/20; RAI #2 issued 9/21/20. Pedestrian Bridge/Towers 3 & 4 relocated with revised plans received 2/8/21; previous RAI comments were addressed with additional review comments pertaining to redesign submitted 2/25/21 to RCID construction team, revised plans received 5/28/21, under review.
- Project 89 Area Development- (Project on hold).
- Celebration Island Village – Celebration Blvd Extension – Mass Grading (9180430-6) – Landscape/Irrigation Plans received 12/8/20. RAI issued 12/6/20, response received 1/18/21; pointed out WMCA had not been added to the plans and started review; revised plans received 1/30/21; RAI #2 issued 2/17/21, awaiting response.
- EPCOT BOH Parking (Phase 1 Landscape) – Plans received 4/9/21. RAIs issued 4/14/21 and 4/27/21, response received 5/3/21 and 5/14/21, under review.

ERP / STORM WATER REVIEW

Celebration Pointe

- Project set up 10/19/20, initial submittal received 11/12/20. Comment on wetland buffer sent on 12/17/20. RAI #1 issued 1/6/21, response received 2/12/21; RAI #2 issued 2/26/21, response received 3/9/21; RAI #3 issued 4/1/21, response received 4/21/21; RAI #4 issued 5/4/21, response received 5/6/21.
- Submitted to SFWMD 5/10/21, SFWMD issued RAI on 5/25/21, currently under review.

Magnolia Golf Hole 14-17 Redevelopment

- Project set up 1/25/21. RAI #1 issued 2/1/21, response received 2/26/21; RAI #2 issued 3/11/21, response received 3/26/21; RAI #3 issued 4/8/21, response received 5/10/21.
- Submitted to SFWMD on 6/1/21.

MK Park Roadside Site Modifications

- Project set up 3/23/21, initial submittal received 3/23/21. RAI #1 issued, 3/30/21, response received 5/19/21; RAI #2 issued 5/27/21, awaiting response.

PVR Project B1 – Cast Entrance

- Project set up 12/22/20, initial submittal received 12/23/20. RAI #1 issued 1/20/21, response received 2/1/21; RAI #2 issued 2/24/21, response received 3/16/21; RAI #3 issued 3/29/21, response received 4/7/21.
- Submitted to SFWMD 4/19/21, SFWMD issued permit 5/14/21. Awaiting SWPPP approval.

RCID Environmental Science Lab Phase 2

- Project set up 4/23/21, initial submittal received 4/27/21. RAI #1 issued 5/11/21, response received 5/18/21, under review.

The Colburn at Island Village

- Project set up 11/30/20, initial submittal received 4/7/21. RAI #1 issued 4/26/21, response received 5/25/21, under review.

SITE CIVIL REVIEW

Captain's Cook Grease Trap Replacement

- Project set up 2/17/21, initial submittal received 2/22/21. RAI #1 issued 3/12/21, response received 3/16/21.
- Site Civil Approval issued 4/20/21.

Casting Building Drainage

- Initial submittal received 5/24/21. RAI #1 issued 6/3/21.

DHS Woody's Lunch Box Shade Structure

- Initial submittal received 5/18/21. RAI #1 issued 5/24/21.

EC 400 Basin 200 Package 8

- Project set up 1/25/21, initial submittal received 3/2/21. RAI #1 issued 3/5/21, response received 3/12/21.
- Site Civil Approval issued 3/12/21.

FAM Central Shops Drainage Improvements

- Initial submittal received 3/10/21. RAI #1 issued 3/16/21, response received 3/31/21.
- Site Civil Approval issued 4/9/21.

SITE CIVIL REVIEW (CONTINUED)

Ferryboat Landings

- Initial submittal received 5/3/21. RAI #1 issued on 5/5/21, response received 5/6/21; RAI #2 issued 5/12/21, response received 5/18/21. Awaiting SWPPP approval.

Flamingo Crossings Dunkin'

- Project set up 1/12/21, initial submittal received 1/14/21. RAI #1 issued 2/2/21, response received 2/4/21.
- SWPPP RAI issued 4/15/21.

Flamingo Crossings Domino's

- Project set up 1/08/21, initial submittal received 2/17/21. RAI #1 issued 3/10/21, response received 3/24/21; RAI #2 issued 3/29/21, response received 3/30/21. SWPPP approved.
- Site Civil Approval issued 5/19/21.

Flamingo Crossings Pedestrian Bridges

- Project set up 6/28/20, initial submittal received 7/21/20. RAI #1 issued 9/3/20, response received 9/21/20; RAI #2 issued 10/9/20.
- Revised plans submitted 5/28/21.

Fort Wilderness – Gas Leak Repair at Canal L-404A

- Project setup 1/13/21, initial submittal received 1/20/21. RAI #1 issued 1/22/21.
- Waiting for Right of Way Permit review and issuance.
- Site Civil Review Approval Issued 4/21/21.

Grand Floridian Compactor Pad

- Initial submittal received 3/16/21. RAI #1 issued 3/19/21, awaiting response.
- Site Civil Approval issued 4/14/21.

Global BOH Upgrades (DAK1 and MK1)

- Project setup 1/13/21, initial submittal received 1/18/21. RAI #1 issued 1/22/21.

MK Railroad Spur

- Initial submittal received 5/27/21.

Stolport 2020 Improvements

- Project setup 3/17/20, awaiting initial submittal.

Studios - Galaxy Edge BOH

- Project set up 1/4/21, initial submittal received 1/5/21. RAI #1 issued 1/13/21, response received 1/21/21; RAI #2 issued 2/8/21, response received 2/13/21.
- Site Civil Approval issued 3/15/21.

Typhoon Lagoon Slope Rebuild

- Initial submittal received 5/7/21. RAI #1 issued 5/11/21.

Wendy's Flamingo Crossings

- Project set up 11/2/20, initial submittal received 11/11/20. RAI #1 issued 11/20/20, response received 12/16/20.
- Awaiting SWPPP submission.

DEWATERING REVIEWS / INSTALLATION APPROVALS

- Three (3) dewatering application reviewed & approved
- One (1) dewatering setup were inspected & approved for use

RIGHT OF WAY PERMITS ISSUED

Permit #1745 TECO Flamingo Crossings Blvd – Flagler to Avalon

- Received 4/21/20, issued 5/5/2021

Permit #1746 Flamingo Crossings Town Center

- Received 2/11/20, issued 5/5/2021

Permit #1747 Duke Energy – OH poles & OH lines removal along Hartzog Rd

- Received 4/30/21, issued 5/10/2021

Permit #1748 RECS 12kv Loop Connection Bonnet Creek Pkwy

- Received 5/3/21, issued 5/13/2021

Permit #1749 Smart City – Manhole CMH-121 Hotel Plaza Blvd

- Received 4/26/21, issued 4/28/2021

Permit #1750 Project H & Hotel Blvd Hauling

- Received 5/12/21, issued 5/17/2021

Permit #1751 Project G Kiosk 6 Oversize

- Received 5/11/21, issued 5/17/2021

Permit #1752 WDI Research Oversize

- Received 5/19/21, issued 5/24/2021

Permit #1753 Inspect Storm Outfalls C1 Canal

- Received 5/12/21, issued 5/25/2021

TRIBUTARY BASIN REVIEW

Avalon Road Apartments

- Project set up on 2/26/21. Comments sent on 3/5/21.
- Response to comments uploaded 4/14/21.

Boardwalk at O-Town

- RCID contact letter sent 1/31/20.
- Project set up on 3/3/20. Comments sent on 3/5/20.
- Draft agreement sent to engineer on 4/29/20.

Celebration Village / Greenpoint Condos

- Project setup 3/15/21
- Meeting with engineer on 3/31/21, engineer informed about outstanding balance for repair of RCID canal berm.

CR 545 Intersection @ Lake Star Road

- Project set up 9/10/20, initial submittal received 9/11/20. Comments sent on 11/5/20.
- Project has been combined with Lake Star Road.
- Draft Agreement sent to County on 4/29/21.

Celebration Professional Plaza

- Project set up on 2/26/20, initial submittal received 4/16/20. Permit checklist issued 4/23/20.
- Working on amendment to existing drainage agreement. Amendment sent to Grantee on 7/15/20.

FDOT – I-4 Beyond the Ultimate Segment IA

- Project set up 5/28/20. Information submitted on 5/8/20.
- Working on draft agreement.
- Requested additional information on 10/20/20.
- Draft Agreement sent to FDOT on 4/22/21.

FDOT I-4/SR 429 Auxiliary Lanes

- Project set up 12/22/20, initial submittal received 1/4/21, updated information submitted on 1/13/21.

Hartzog Road Re-Alignment

- Project set up 9/19/19.
- Construction Plans submitted on 3/19/20. Comments sent to engineer on 3/30/20.
- Resubmittal received 5/23/20. Draft agreement under review.

Home2 Suites

- Project setup 11/9/20, initial submittal received 11/12/20, comment sent 11/17/20. Additional information received 1/12/21.
- Draft agreement sent to engineer on 4/14/21.

TRIBUTARY BASIN REVIEW (CONTINUED)

Horizon West Village F – N32, N36, N37 & N38 (Watermark)

- Project set up 12/1/18.
- Updated drainage report received 4/20/20.
- Comments sent to Meritage Homes on 5/13/20. Received additional information on 9/29/20.
- Requested additional information on 10/29/20. Additional information received 11/3/20.
- Draft agreement sent to grantee on 1/21/21.
- Received signed Agreement and check on 4/27/21. Agreement executed on 4/28/21 and forwarded to Grantee on 4/29/21 for recording.

JAMA – PD

- Initial submittal received 1/11/18; RAI #1 issued 1/12/18.
- Waiting for response from Engineer on draft agreement, issued March 2019.
- Referred to RCID Legal Counsel on 3/3/20.
- Forwarded revised agreement to Mr. Ahmed on 3/12/20 with suggested payment plan.

KRPC Hartzog Road

- Project setup 4/28/21, awaiting initial submittal.

Lake Star Road

- Project set up 11/9/20, initial submittal received 11/9/20.
- Draft agreement under review.
- Project combined with DR 545 at Lake Star Road into one agreement (see above for status)

Lake Wilson Reserve

- Project set up 11/18/20, initial submittal received 11/23/20. Comments sent on 12/01/20.
- Additional information submitted 12/23/20.
- Agreement reviewed by legal, requested proof that grantee is authorized to sign agreement.

Orlando World Marriott – Aquatic Center

- RCID contact letter sent 11/27/19.
- Project set up 12/18/19, comments sent 1/23/20.
- Referred to RCID Legal Counsel on 3/12/20.

Rolling Oaks

- Project set up 10/17/18. Letter sent 12/10/18 requesting additional information.
- RCID Legal Counsel sent letter 12/10/19.
- Phone call with Wooden Bridge on 1/16/20. Waiting for maps from Wooden Bridge.
- Received plans and legal descriptions on 3/19/20. Draft Agreement sent to Grantee on 4/28/21.

Royal Palm

- Project set up 8/12/20.
- Insurance certificate requested on 9/1/20, additional comments sent on 9/12/20.
- Assignment document awaiting review.
- Document returned on 2/3/21, waiting for updated insurance certificate.
- Document executed on 4/19/21, returned to Grantee for recording.

TRIBUTARY BASIN REVIEW (CONTINUED)

Spring Grove Phase 3 – Parcel 28

- RCID Legal Counsel sent letter 2/1/20.

Spring Hill Phases 4 & 5

- Project set up 11/19/20, initial submittal received 12/22/20.
- Sent email to engineer on 4/30/21 questioning assumption that project is in closed basin.

Sternon Fortune Star Condos

- Project set up 4/17/20, initial submittal received 6/8/20, comments sent 6/30/20.
- Draft agreement under review 7/7/20. Draft agreement sent to Grantee on 8/6/20.
- Per email from Engineer on 10/8/20 the project is on hold.

Storey Grove

- Project set up 3/25/19.
- Sent Draft Agreement on 4/16/19.
- Referred to RCID counsel on 2/20/20.
- Revised draft received from client's counsel on 4/20/20.

Village H Parcel 12A/12B

- Project set up 12/9/20, initial submittal received 12/11/20 (report only) plans submitted 12/22/20, comments sent on 12/23/20.
- Additional information received 1/27/21.
- Draft Agreement sent to engineer on 4/16/21.

Village NW-1 and NW-2 (Orange Lake Country Club)

- Project set up 7/2/19. Draft Drainage Agreement sent 7/26/19.
- Village NW-1 agreement to be revised to include only are owned by Pulte Homes, waiting for parcel description.
- Additional information for NW1 received 5/14/20.
- Agreements for Village NW-2 are under review.
- Village NW-1 Pulte Homes is buying the Village NW-2 split into 2 agreements, one for the residential area, and another for commercial area.
- Draft Agreement for Village NW-2 sent to Grantee on 8/14/20.
- Draft Agreement for Village NW-1 under review.
- Signed Agreement and Fee received 11/23/20. Agreement executed on 11/24/20.

Waterleigh PD Parcels 10 & 11

- Project setup 4/6/21, initial submittal received 4/7/21
- Requested updated Drainage Report on 4/23/21

Waterstar

- Initial submittal received 12/19/19.
- Draft agreement forwarded for review on 2/25/20.
- Draft Agreement sent to Grantee on 3/13/20. Received questions from Grantee on 4/17/20.
- Revised draft agreement under review. Revised draft agreement sent back to Grantee on 9/18/20.
- Sent updated agreement to Grantee on 4/27/21.

TRIBUTARY BASIN REVIEW (CONTINUED)

West 192 Townhouses

- RCID contact letter sent 11/14/19.
- Referred to RCID Legal Counsel on 3/13/20.
- Received Project Info Form on 4/17/20, initial submittal received 6/8/20, comments sent on 6/16/20.
- Draft agreement under review 7/6/20. Agreement sent to Grantee on 8/5/20, revised draft sent back 8/24/20.
- Received signed agreement on 9/9/20. Awaiting confirmation of wire transfer.
- Payment made on 3/5/21, document executed on 3/10/21 and recorded 3/24/21 Book 5919 Pages 1001-1012.

Wither PD

- RCID contact letter sent 10/15/19; RCID Legal Counsel sent letter 2/13/20.
- Project setup 9/10/20, initial submittal received 9/11/20. Comments sent on 9/21/20.
- RAI #2 sent to engineer on 3/25/21, awaiting response.

Wither South PD

- Project set up 1/26/21, awaiting initial submittal.

World Center Hotel

- Project set up 3/16/20, initial submittal received 4/13/20. Comments sent 4/21/20, revised drainage report received on 12/12/20.
- Draft Agreement sent to Grantee on 4/28/21.

CONSTRUCTION COMPLIANCE INSPECTIONS

The department conducted inspections for compliance on the following construction sites within and bordering Reedy Creek Improvement District (RCID). Inspections on the following sites yielded no issues of concern or identified only minor maintenance items, which were corrected before the next inspection date.

- C-2 Hotel
- Celebration C8 Parcel
- Celebration Creation Kids
- Celebration Health
- Celebration Island Village Project
- DHS Galaxy Edge BOH
- DS Greenleaf (On Hold)
- Drury Hotel (On Hold)
- Epcot
 - NW Laydown
 - Canal Modification Project
 - Project G Pkg 1, Pkg 2, Pkg 3
 - Future World East (on Hold)
- Epcot Resort Bridge
- Flamingo Crossings College Housing East
- Flamingo Crossings College Housing West
- Flamingo Crossings Hotel
- Flamingo Crossings Town Center Ph1
- Food and Beverage Warehouse (On Hold)
- MK 2
- Osceola/World Interchange Extension
- Project 89 Utility Work
- Project 89 Stockpile
- Project H
- Project Tacos (On Hold)
- PVR
- Swan Pool Rehab
- Typhoon Lagoon Admin
- Walgreens
- Western Way Utilities
- World Drive North Phase 2
- World Drive North Storm pond

INFRASTRUCTURE ASSET MANAGEMENT

LEVEES & WATER CONTROL STRUCTURES

- Monthly inspections of the Levees are ongoing.
- RCID owned storm water facilities/ponds must undergo major maintenance on a 5 year revolving basis. The list non-routine maintenance activities for 2021 was compiled by RCID compliance team in February and the work began in April.
- Annual inspections of the major water control structures (WCS) were completed in February. Based on these most recent evaluation, items identified as requiring non-routine maintenance will be prioritized, incorporated in the annual budgeting process and scheduled for completion in the coming year(s).

ROADWAY & BRIDGE

- Monthly inspections of the Roadways are ongoing; bridge inspections occur bi-annually. In February, minor issues identified in the most recent bridge inspection reports were compiled and RCID initiated corrective action on these items in March. Work was completed in April.
- P&E has previously assessed the condition of existing guardrail throughout the District Roadways; repair and replacement work is on-going.
- Construction of Bridge 756064, which will replace existing bridge 756022, continues. Upon completion of the bridge work, the resurfacing of the west side of Epcot Reports Blvd. will occur. Exhibit 1 depicts the location of bridge and pavement work. Project completion is scheduled for late 2021.

ANNUAL QUALITY BASED PAVEMENT MANAGEMENT PROGRAM

- Plans for the pavement rehabilitation along Epcot Resorts Blvd. is identified above.
- The final design plans for the pavement rehabilitation for Hartzog Road between the RCID property line and Western Way are complete. Construction of this resurfacing will begin after the construction of the Hartzog Rd. transition section (see below) is complete.
- Plans for the pavement rehabilitation of Buena Vista Drive (BVD) between Western Way and World Drive Interchange are complete and were delivered to the RCID construction team. Due to funding constraints, this project was divided into two phases. Phase 1 is the resurfacing of BVD between Bridges 756026 & 027 and World Drive as well as all the western side ramps at the BVD/World Drive interchange; construction of this phase will begin in May. Phase 2 begins at Bridges 756026 & 756027 and continues south along BVD through the intersection of BVD/Western Way. This Phase will be constructed in fiscal year 2022.

TRAFFIC OPERATIONS

- Completed fifteen traffic signal and ITS maintenance inspections
- Responded to five after hour repair requests
- Managed traffic in the Disney Springs area for the Memorial Day Holiday
- Managed traffic for ESPN Wide World of Sports Cheer Events

DESIGN MANAGEMENT

BUENA VISTA DRIVE NORTH MEDIAN CLOSURES

- Final design plans for this project were delivered to the RCID construction team on 10/09/2020; project construction began March 2021 and is scheduled for completion in July 2021.

SOUTH HARTZOG ROAD TRANSITION SECTION

- RCID completed plans for their portion of this work in 2011; however, construction was delayed on the Orange County portion of the roadway until September of 2020.
- RCID has updated our construction plans to meet current standards and construction timelines are being coordinated with Orange County.
- We anticipate construction within the RCID section to begin in late 2021.

PERIMETER CANAL BRIDGE CROSSING & REPLACEMENT OF 48" RE-USE LINE (FUNDED BY RCES)

PERIMETER CANAL BRIDGE

- RCID took ownership of an existing ACROW bridge (Bailey Bridge) 1/20/2020. This bridge structure shall be used for providing roadway access across the Perimeter Canal.
- Final Plans for Perimeter Canal Bridge Crossing were completed in February 2021.
- Construction of this installation will occur concurrently with the replacement of the 48" reuse line detailed below.

REPLACEMENT OF 48" RE-USE LINE ACROSS PERIMETER CANAL (FUNDED BY RCES)

- Design for the removal and replacement of 48" Re-Use Line began in November of 2020. Due to the age of the existing line extensive field investigations have been required and that work has delayed the design. Currently, final plans are scheduled for issuance in May 2021.

REPLACEMENT OF S-46 DECK STRUCTURE

- Final Design Plans received 3/01/2020; construction to occur after Perimeter Canal Bridge and Replacement of 48" Re-Use Line are complete; construction anticipated FY 2022 or later.

WORLD DRIVE NORTH PHASE 2

- Construction is underway.

WORLD DRIVE NORTH PHASE 3

- Design Contract awarded to TLP Inc. at April BOS meeting; limited NTP issued 4/23/2020. Final Design currently underway.
 - 90% Roadway, Structure & Utility Plans due for issuance 6/11/2021.
 - Plans & Specifications for bidding due 8/18/2021.

EXHIBIT 1





P.O. Box 10170
Lake Buena Vista, FL 32830-0170
(407) 828-2034

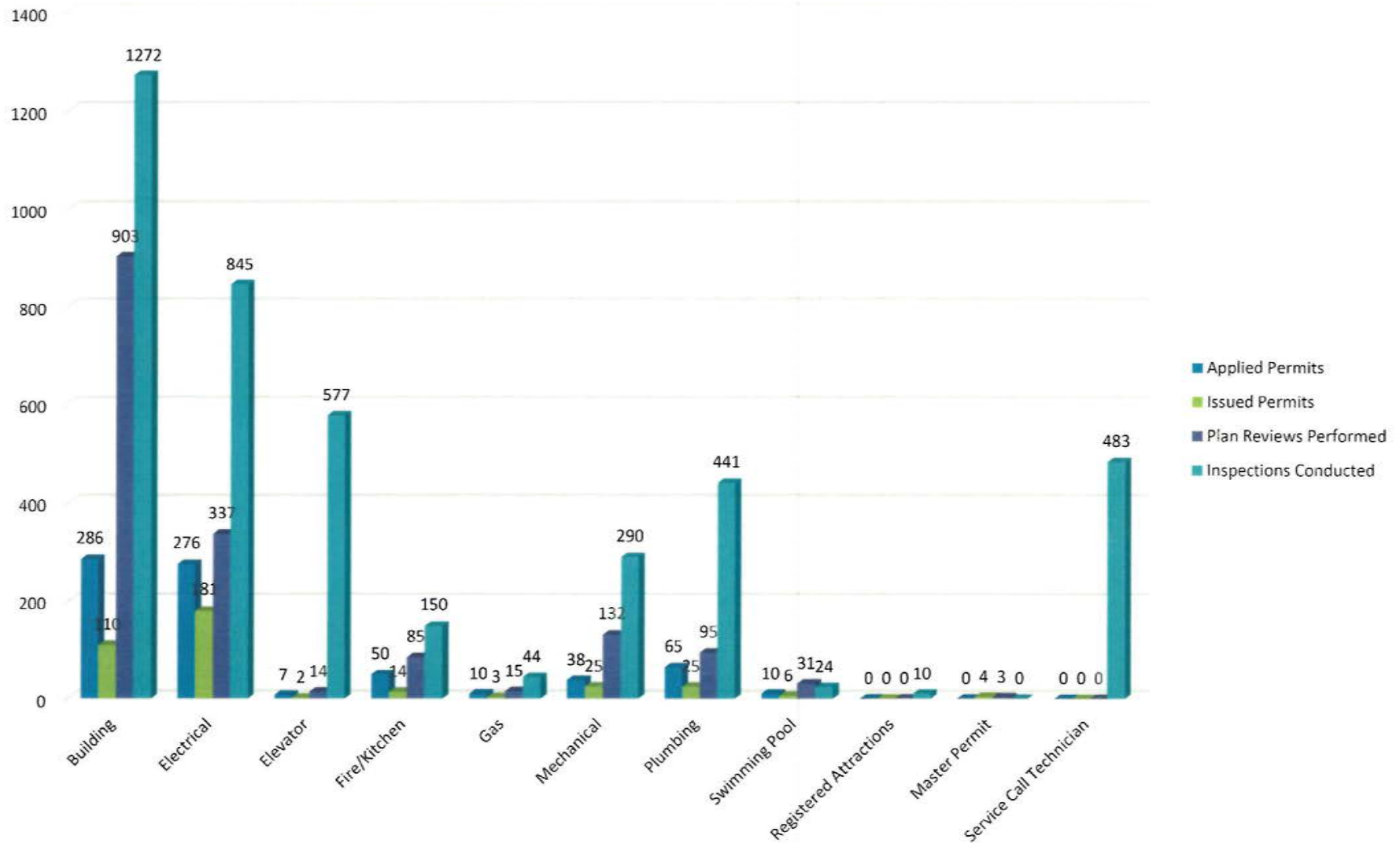
To: John Classe
From: Jerry Wooldridge
Subject: Monthly Report – April, 2021
Department: Building & Safety

June 14, 2021

Regulatory Activities:

- Certificate of Occupancy Issued:
 - Coronado Springs Main Bldg Lobby Renovation
 - HS BOH Backlot Express Modifications
- Certificate of Construction Completion Issued:
 - Allstar Music Guestroom Renovation - Bldg 06
 - Animal Kingdom Expedition VFD Installation
 - Chinese Theater Exterior Lights Installation
 - Dolphin Hotel Demo VAV Boxes
 - EP Italy Gelateria Kiosk
 - EP Project S
 - Flamingo Crossings Building 02
 - Flamingo Crossings Building 03
 - Fort Wilderness- Small Cell Node Installation
 - GM Test Track VIP Elevator Modernization - E900038
 - Hilton BVP Island Suites HVAC Replacement
 - Hilton Homewood Suites - Flamingo Crossings
 - Material Handling Bldg Fence, Cameras and Lights Installation
 - Odyssey Restaurant Kitchen Hood Controls Installation
 - Polynesian Bldg 02 Passenger Elevator Modernization - E900069
 - Polynesian Guestroom Renovation - Bldg 06
 - Polynesian Guestroom Renovation - Bldg 07
 - Project Nugget - MO 5
 - Project Nugget - MO 6
 - Project Nugget - MO 7
 - Project Nugget - MO 8
 - Project Peanut
 - Saratoga Springs Guestroom Renovation - Bldg 17
 - Typhoon Lagoon Admin Building

Division	Applied Permits	Issued Permits	Plan Reviews Performed	Inspections Conducted
Building	286	110	903	1272
Electrical	276	181	337	845
Elevator	7	2	14	577
Fire/Kitchen	50	14	85	150
Gas	10	3	15	44
Mechanical	38	25	132	290
Plumbing	65	25	95	441
Swimming Pool	10	6	31	24
Registered Attractions	0	0	0	10
Master Permit	0	4	3	0
Service Call Technician	0	0	0	483
Total	742	370	1615	4136



Celebrations:

- Work Anniversaries:
 - Mario Garcia – 16 years, Senior Elevator Inspector
 - Chris Shourds – 15 years, Chief Electrical Inspector

EXHIBIT A

ECEP Chiller Plant Rehabilitation - Phase 1

RCID Authorized Funding					
Project	Preliminary Project Budget	Revised Project Budget	Previous Requests	This Request	Total Requests
ECEP Chiller Plant Rehabilitation Phase 1					
Construction	\$3,400,000	\$3,815,000			
<i>S.I. Goldman Company, Inc. (June 2020)</i>			\$3,378,900		
<i>S.I. Goldman Company, Inc. - CO #4 (February 2021)</i>			\$415,000		\$3,793,900
Owner Furnished Material	\$1,025,000	\$975,000			
<i>May 2020</i>			\$1,025,000		
<i>June 2021</i>				-\$50,000	\$975,000
RCES Soft Costs	\$300,000	\$350,000			
<i>May 2020</i>			\$30,000		
<i>June 2020</i>			\$270,000		
<i>June 2021</i>				\$50,000	\$350,000
Contingency	\$340,000	\$440,000	\$437,890		\$437,890
Total	\$5,065,000	\$5,580,000	\$5,556,790	\$0	\$5,556,790

EXHIBIT B

Financial Summary – EPCOT Resorts Boulevard Bridge Replacements

June 23, 2021

	BUDGET	Commitments		Change Order Allowance		TOTAL
		Executed	Pending	Available	Pending	
Budget	\$ 16,000,000					
Hard Costs		\$ 11,473,519	\$ -	\$ 1,371,928	\$ -	\$ 12,845,447
Soft Costs		\$ 1,687,147	\$ 50,000	\$ 84,501	\$ -	\$ 1,821,648
RCID Utilities Division			\$ 50,000		\$ -	
TOTAL	\$ 16,000,000	\$ 13,160,666	\$ 50,000	\$ 1,456,429	\$ -	\$ 14,667,095

Percentage of Budget 92%

EXHIBIT B



EXHIBIT C

Financial Summary – World Drive North Phase III

June 23, 2021

	BUDGET	Commitments		Change Order Allowance		TOTAL
		Executed	Pending	Available	Pending	
Budget	\$ 97,000,000					
Hard Costs		\$ -	\$ -	\$ -	\$ -	\$ -
Soft Costs		\$ 2,585,303	\$ 50,000	\$ 48,531	\$ -	\$ 2,683,834
RCID Utilities Division			\$ 50,000		\$ -	
TOTAL	\$ 97,000,000	\$ 2,585,303	\$ 50,000	\$ 48,531	\$ -	\$ 2,683,834

Percentage of Budget

3%

EXHIBIT C



EXHIBIT D

Base Contract for Sale and Purchase of Natural Gas

This Base Contract is entered into as of the following date: June 23, 2021

The parties to this Base Contract are the following:

PARTY A TENASKA MARKETING VENTURES	PARTY NAME	PARTY B REEDY CREEK IMPROVEMENT DISTRICT
14302 FNB Parkway Omaha, NE 68154-5212	ADDRESS	5300 Center Dr. Lake Buena Vista, Florida 32830
www.tenaska.com	BUSINESS WEBSITE	www. <u>Rcid.org</u>
CT-023802	CONTRACT NUMBER	
62-424-0628	D-U-N-S® NUMBER	<u>091306597</u>
<input checked="" type="checkbox"/> US FEDERAL: 47-0741451 <input type="checkbox"/> OTHER:	TAX ID NUMBERS	<input type="checkbox"/> US FEDERAL: 59-1223432 <input type="checkbox"/> OTHER:
Nebraska	JURISDICTION OF ORGANIZATION	
<input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> LLP <input type="checkbox"/> Other: _____	COMPANY TYPE	<input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Partnership <input type="checkbox"/> LLP <input type="checkbox"/> Other: <u>Government</u>
Tenaska Energy, Inc. and Tenaska Energy Holdings, LLC	GUARANTOR (IF APPLICABLE)	
CONTACT INFORMATION		
14302 FNB Parkway, Omaha, NE 68154-5212 ATTN: _____ TEL#: <u>402-758-6100</u> FAX#: <u>402-758-6274</u> EMAIL: _____	▪ COMMERCIAL	P.O. Box 10,000, Lake Buena Vista, Florida 32830-1000 ATTN: Senior Energy Analyst TEL#: <u>407-824-2566</u> FAX#: <u>407-824-6504</u> EMAIL: <u>michelle.m.bennett@disney.com</u>
14302 FNB Parkway, Omaha, NE 68154-5212 ATTN: <u>Vice President, Gas Scheduling</u> TEL#: <u>402-758-6234</u> FAX#: <u>402-758-6274</u> EMAIL: <u>pbarry@tenaska.com</u>	▪ SCHEDULING	P.O. Box 10,000, Lake Buena Vista, Florida 32830-1000 ATTN: Senior Energy Analyst TEL#: <u>407-824-2566</u> FAX#: <u>407-824-6504</u> EMAIL: <u>michelle.m.bennett@disney.com</u>
14302 FNB Parkway, Omaha, NE 68154-5212 ATTN: <u>Manager, Contract Compliance</u> TEL#: <u>402-758-6172</u> FAX#: <u>402-758-6250</u> Email: <u>contractcomp@tenaska.com</u> Legal Contracts Fax: <u>402-758-8760</u> Email: <u>Legal-TMV@tenaska.com</u>	▪ CONTRACT AND LEGAL NOTICES	P.O. Box 10,000, Lake Buena Vista, Florida 32830-1000 ATTN: <u>Manager, Energy Planning</u> TEL#: <u>321-263-7251</u> FAX#: <u>407-824-6504</u> EMAIL: <u>eileen.ferguson@disney.com</u>
14302 FNB Parkway, Omaha, NE 68154-5212 ATTN: <u>Sr. Vice President, Credit Risk</u> TEL#: <u>(402) 758-6142</u> FAX#: <u>(402) 758-6290</u> EMAIL: <u>msoulliere@tenaska.com</u>	▪ CREDIT	P.O. Box 10,000, Lake Buena Vista, Florida 32830-1000 ATTN: <u>Lisa Mears</u> TEL#: <u>407-824-4945</u> FAX#: <u>407-624-4795</u> EMAIL: <u>lisa.mears@disney.com</u>
14302 FNB Parkway, Omaha, NE 68154-5212 TEL#: <u>402-758-6172</u> FAX#: <u>402-758-6250</u> ATTN: <u>Contract Compliance</u> EMAIL: <u>confirmations@tenaska.com</u>	▪ TRANSACTION CONFIRMATIONS	P.O. Box 10,000, Lake Buena Vista, Florida 32830-1000 ATTN: Senior Energy Analyst TEL#: <u>407-824-2566</u> FAX#: <u>407-824-6504</u> EMAIL: <u>michelle.m.bennett@disney.com</u>
ACCOUNTING INFORMATION		
14302 FNB Parkway, Omaha, NE 68154-5212 ATTN: <u>Sr. V.P., Finance and Back Office Operations</u> TEL#: <u>(402) 758-6259</u> FAX#: <u>(402) 758-6253</u> EMAIL: <u>GasAccounting-TMV@tenaska.com</u>	▪ INVOICES ▪ PAYMENTS ▪ SETTLEMENTS	P.O. Box 10,000, Lake Buena Vista, Florida 32830-1000 ATTN: <u>Manager, Energy Planning</u> TEL#: <u>321-263-7251</u> FAX#: <u>407-824-6504</u> EMAIL: <u>eileen.ferguson@disney.com</u>
BANK: <u>U.S. Bank Cincinnati, OH</u> ABA: <u>042000013</u> ACCT: <u>130111671272</u> OTHER DETAILS: _____	WIRE TRANSFER NUMBERS (IF APPLICABLE)	BANK: <u>Sun Trust Bank</u> ABA: <u>063102152</u> ACCT: <u>6215215046213</u> OTHER DETAILS: _____
BANK: <u>U.S. Bank Cincinnati, OH</u> ABA: <u>042000013</u> ACCT: <u>130111671272</u> OTHER DETAILS: _____	ACH NUMBERS (IF APPLICABLE)	BANK: _____ ABA: _____ ACCT: _____ OTHER DETAILS: _____

ATTN: _____
ADDRESS: _____

CHECKS
(IF APPLICABLE)

ATTN: _____
ADDRESS: _____



NAESB®

Base Contract for Sale and Purchase of Natural Gas

(Continued)

This Base Contract incorporates by reference for all purposes the General Terms and Conditions for Sale and Purchase of Natural Gas published by the North American Energy Standards Board. The parties hereby agree to the following provisions offered in said General Terms and Conditions. In the event the parties fail to check a box, the specified default provision shall apply. Select the appropriate box(es) from each section:

Section 1.2 Transaction Procedure <input checked="" type="checkbox"/> Oral (default) OR <input type="checkbox"/> Written	Section 10.2 Additional Events of Default <input checked="" type="checkbox"/> No Additional Events of Default (default) <input type="checkbox"/> Indebtedness Cross Default <input type="checkbox"/> Party A: _____ <input type="checkbox"/> Party B: _____ <input type="checkbox"/> Transactional Cross Default Specified Transactions: _____ _____
<input checked="" type="checkbox"/> 2 Business Days after receipt (default) OR <input type="checkbox"/> _____ Business Days after receipt	
Section 2.8 Confirming Party <input type="checkbox"/> Seller (default) OR <input type="checkbox"/> Buyer <input checked="" type="checkbox"/> TENASKA MARKETING VENTURES	
Section 3.2 Performance Obligation <input checked="" type="checkbox"/> Cover Standard (default) OR <input type="checkbox"/> Spot Price Standard	Section 10.3.1 Early Termination Damages <input checked="" type="checkbox"/> Early Termination Damages Apply (default) OR <input type="checkbox"/> Early Termination Damages Do Not Apply
Note: The following Spot Price Publication applies to both of the immediately preceding.	
Section 2.31 Spot Price Publication <input checked="" type="checkbox"/> Gas Daily Midpoint (default) OR <input type="checkbox"/> _____	Section 10.3.2 Other Agreement Setoffs <input checked="" type="checkbox"/> Other Agreement Setoffs Apply (default) <input checked="" type="checkbox"/> Bilateral (default) <input type="checkbox"/> Triangular OR <input type="checkbox"/> Other Agreement Setoffs Do Not Apply
Section 6 Taxes <input checked="" type="checkbox"/> Buyer Pays At and After Delivery Point (default) OR <input type="checkbox"/> Seller Pays Before and At Delivery Point	
Section 7.2 Payment Date <input checked="" type="checkbox"/> 25th Day of Month following Month of delivery (default) OR <input type="checkbox"/> Day of Month following Month of delivery	Section 15.5 Choice Of Law FLORIDA
Section 7.2 Method of Payment <input type="checkbox"/> Wire transfer (default) <input checked="" type="checkbox"/> Automated Clearinghouse Credit (ACH) Check	Section 15.10 Confidentiality <input checked="" type="checkbox"/> Confidentiality applies (default) OR <input type="checkbox"/> Confidentiality does not apply
Section 7.7 Netting <input checked="" type="checkbox"/> Netting applies (default) OR <input type="checkbox"/> Netting does not apply	
<input checked="" type="checkbox"/> Special Provisions Number of sheets attached: <u>Eight (8)</u> <input type="checkbox"/> Addendum(s): _____	

IN WITNESS WHEREOF, the parties hereto have executed this Base Contract in duplicate.

TENASKA MARKETING VENTURES	<i>PARTY NAME</i>	REEDY CREEK IMPROVEMENT DISTRICT
By: TMV Holdings, LLC-Its Managing Partner		
By: _____	<i>SIGNATURE</i>	By: _____
Mark A. McQuade	<i>PRINTED NAME</i>	John H. Classe, Jr.
Chief Compliance Officer and General Counsel	<i>TITLE</i>	District Administrator

General Terms and Conditions

Base Contract for Sale and Purchase of Natural Gas

SECTION 1. PURPOSE AND PROCEDURES

1.1. These General Terms and Conditions are intended to facilitate purchase and sale transactions of Gas on a Firm or Interruptible basis. "Buyer" refers to the party receiving Gas and "Seller" refers to the party delivering Gas. The entire agreement between the parties shall be the Contract as defined in Section 2.9.

The parties have selected either the "Oral Transaction Procedure" or the "Written Transaction Procedure" as indicated on the Base Contract.

Oral Transaction Procedure:

1.2. The parties will use the following Transaction Confirmation procedure. Any Gas purchase and sale transaction may be effectuated in an EDI transmission or telephone conversation with the offer and acceptance constituting the agreement of the parties. The parties shall be legally bound from the time they so agree to transaction terms and may each rely thereon. Any such transaction shall be considered a "writing" and to have been "signed". Notwithstanding the foregoing sentence, the parties agree that Confirming Party shall, and the other party may, confirm a telephonic transaction by sending the other party a Transaction Confirmation by facsimile, EDI or mutually agreeable electronic means within three Business Days of a transaction covered by this Section 1.2 (Oral Transaction Procedure) provided that the failure to send a Transaction Confirmation shall not invalidate the oral agreement of the parties. Confirming Party adopts its confirming letterhead, or the like, as its signature on any Transaction Confirmation as the identification and authentication of Confirming Party. If the Transaction Confirmation contains any provisions other than those relating to the commercial terms of the transaction (i.e., price, quantity, performance obligation, delivery point, period of delivery and/or transportation conditions), which modify or supplement the Base Contract or General Terms and Conditions of this Contract (e.g., arbitration or additional representations and warranties), such provisions shall not be deemed to be accepted pursuant to Section 1.3 but must be expressly agreed to by both parties; provided that the foregoing shall not invalidate any transaction agreed to by the parties.

Written Transaction Procedure:

1.2. The parties will use the following Transaction Confirmation procedure. Should the parties come to an agreement regarding a Gas purchase and sale transaction for a particular Delivery Period, the Confirming Party shall, and the other party may, record that agreement on a Transaction Confirmation and communicate such Transaction Confirmation by facsimile, EDI or mutually agreeable electronic means, to the other party by the close of the Business Day following the date of agreement. The parties acknowledge that their agreement will not be binding until the exchange of nonconflicting Transaction Confirmations or the passage of the Confirm Deadline without objection from the receiving party, as provided in Section 1.3.

1.3. If a sending party's Transaction Confirmation is materially different from the receiving party's understanding of the agreement referred to in Section 1.2, such receiving party shall notify the sending party via facsimile, EDI or mutually agreeable electronic means by the Confirm Deadline, unless such receiving party has previously sent a Transaction Confirmation to the sending party. The failure of the receiving party to so notify the sending party in writing by the Confirm Deadline constitutes the receiving party's agreement to the terms of the transaction described in the sending party's Transaction Confirmation. If there are any material differences between timely sent Transaction Confirmations governing the same transaction, then neither Transaction Confirmation shall be binding until or unless such differences are resolved including the use of any evidence that clearly resolves the differences in the Transaction Confirmations. In the event of a conflict among the terms of (i) a binding Transaction Confirmation pursuant to Section 1.2, (ii) the oral agreement of the parties which may be evidenced by a recorded conversation, where the parties have selected the Oral Transaction Procedure of the Base Contract, (iii) the Base Contract, and (iv) these General Terms and Conditions, the terms of the documents shall govern in the priority listed in this sentence.

1.4. The parties agree that each party may electronically record all telephone conversations with respect to this Contract between their respective employees, without any special or further notice to the other party. Each party shall obtain any necessary consent of its agents and employees to such recording. Where the parties have selected the Oral Transaction Procedure in Section 1.2 of the Base Contract, the parties agree not to contest the validity or enforceability of telephonic recordings entered into in accordance with the requirements of this Base Contract.

SECTION 2. DEFINITIONS

The terms set forth below shall have the meaning ascribed to them below. Other terms are also defined elsewhere in the Contract and shall have the meanings ascribed to them herein.

2.1. "Additional Event of Default" shall mean Transactional Cross Default or Indebtedness Cross Default, each as and if selected by the parties pursuant to the Base Contract.

2.2. "Affiliate" shall mean, in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity directly or indirectly under common control with the person. For this purpose, "control" of any entity or person means ownership of at least 50 percent of the voting power of the entity or person.

- 2.3. "Alternative Damages" shall mean such damages, expressed in dollars or dollars per MMBtu, as the parties shall agree upon in the Transaction Confirmation, in the event either Seller or Buyer fails to perform a Firm obligation to deliver Gas in the case of Seller or to receive Gas in the case of Buyer.
- 2.4. "Base Contract" shall mean a contract executed by the parties that incorporates these General Terms and Conditions by reference; that specifies the agreed selections of provisions contained herein; and that sets forth other information required herein and any Special Provisions and addendum(s) as identified on page one.
- 2.5. "British thermal unit" or "Btu" shall mean the International BTU, which is also called the Btu (IT).
- 2.6. "Business Day(s)" shall mean Monday through Friday, excluding Federal Banking Holidays for transactions in the U.S.
- 2.7. "Confirm Deadline" shall mean 5:00 p.m. in the receiving party's time zone on the second Business Day following the Day a Transaction Confirmation is received or, if applicable, on the Business Day agreed to by the parties in the Base Contract; provided, if the Transaction Confirmation is time stamped after 5:00 p.m. in the receiving party's time zone, it shall be deemed received at the opening of the next Business Day.
- 2.8. "Confirming Party" shall mean the party designated in the Base Contract to prepare and forward Transaction Confirmations to the other party.
- 2.9. "Contract" shall mean the legally-binding relationship established by (i) the Base Contract, (ii) any and all binding Transaction Confirmations and (iii) where the parties have selected the Oral Transaction Procedure in Section 1.2 of the Base Contract, any and all transactions that the parties have entered into through an EDI transmission or by telephone, but that have not been confirmed in a binding Transaction Confirmation, all of which shall form a single integrated agreement between the parties.
- 2.10. "Contract Price" shall mean the amount expressed in U.S. Dollars per MMBtu to be paid by Buyer to Seller for the purchase of Gas as agreed to by the parties in a transaction.
- 2.11. "Contract Quantity" shall mean the quantity of Gas to be delivered and taken as agreed to by the parties in a transaction.
- 2.12. "Cover Standard", as referred to in Section 3.2, shall mean that if there is an unexcused failure to take or deliver any quantity of Gas pursuant to this Contract, then the performing party shall use commercially reasonable efforts to (i) if Buyer is the performing party, obtain Gas, (or an alternate fuel if elected by Buyer and replacement Gas is not available), or (ii) if Seller is the performing party, sell Gas, in either case, at a price reasonable for the delivery or production area, as applicable, consistent with: the amount of notice provided by the nonperforming party; the immediacy of the Buyer's Gas consumption needs or Seller's Gas sales requirements, as applicable; the quantities involved; and the anticipated length of failure by the nonperforming party.
- 2.13. "Credit Support Obligation(s)" shall mean any obligation(s) to provide or establish credit support for, or on behalf of, a party to this Contract such as cash, an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, guaranty, or other good and sufficient security of a continuing nature.
- 2.14. "Day" shall mean a period of 24 consecutive hours, coextensive with a "day" as defined by the Receiving Transporter in a particular transaction.
- 2.15. "Delivery Period" shall be the period during which deliveries are to be made as agreed to by the parties in a transaction.
- 2.16. "Delivery Point(s)" shall mean such point(s) as are agreed to by the parties in a transaction.
- 2.17. "EDI" shall mean an electronic data interchange pursuant to an agreement entered into by the parties, specifically relating to the communication of Transaction Confirmations under this Contract.
- 2.18. "EFP" shall mean the purchase, sale or exchange of natural Gas as the "physical" side of an exchange for physical transaction involving gas futures contracts. EFP shall incorporate the meaning and remedies of "Firm", provided that a party's excuse for nonperformance of its obligations to deliver or receive Gas will be governed by the rules of the relevant futures exchange regulated under the Commodity Exchange Act.
- 2.19. "Firm" shall mean that either party may interrupt its performance without liability only to the extent that such performance is prevented for reasons of Force Majeure; provided, however, that during Force Majeure interruptions, the party invoking Force Majeure may be responsible for any Imbalance Charges as set forth in Section 4.3 related to its interruption after the nomination is made to the Transporter and until the change in deliveries and/or receipts is confirmed by the Transporter.
- 2.20. "Gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.
- 2.21. "Guarantor" shall mean any entity that has provided a guaranty of the obligations of a party hereunder.
- 2.22. "Imbalance Charges" shall mean any fees, penalties, costs or charges (in cash or in kind) assessed by a Transporter for failure to satisfy the Transporter's balance and/or nomination requirements.
- 2.23. "Indebtedness Cross Default" shall mean if selected on the Base Contract by the parties with respect to a party, that it or its Guarantor, if any, experiences a default, or similar condition or event however therein defined, under one or more agreements or instruments, individually or collectively, relating to indebtedness (such indebtedness to include any obligation whether present or future, contingent or otherwise, as principal or surety or otherwise) for the payment or repayment of borrowed money in an aggregate amount greater than the threshold specified in the Base Contract with respect to such party or its Guarantor, if any, which results in such indebtedness becoming immediately due and payable.

- 2.24. "Interruptible" shall mean that either party may interrupt its performance at any time for any reason, whether or not caused by an event of Force Majeure, with no liability, except such interrupting party may be responsible for any Imbalance Charges as set forth in Section 4.3 related to its interruption after the nomination is made to the Transporter and until the change in deliveries and/or receipts is confirmed by Transporter.
- 2.25. "MMBtu" shall mean one million British thermal units, which is equivalent to one dekatherm.
- 2.26. "Month" shall mean the period beginning on the first Day of the calendar month and ending immediately prior to the commencement of the first Day of the next calendar month.
- 2.27. "Payment Date" shall mean a date, as indicated on the Base Contract, on or before which payment is due Seller for Gas received by Buyer in the previous Month.
- 2.28. "Receiving Transporter" shall mean the Transporter receiving Gas at a Delivery Point, or absent such receiving Transporter, the Transporter delivering Gas at a Delivery Point.
- 2.29. "Scheduled Gas" shall mean the quantity of Gas confirmed by Transporter(s) for movement, transportation or management.
- 2.30. "Specified Transaction(s)" shall mean any other transaction or agreement between the parties for the purchase, sale or exchange of physical Gas, and any other transaction or agreement identified as a Specified Transaction under the Base Contract.
- 2.31. "Spot Price" as referred to in Section 3.2 shall mean the price listed in the publication indicated on the Base Contract, under the listing applicable to the geographic location closest in proximity to the Delivery Point(s) for the relevant Day; provided, if there is no single price published for such location for such Day, but there is published a range of prices, then the Spot Price shall be the average of such high and low prices. If no price or range of prices is published for such Day, then the Spot Price shall be the average of the following: (i) the price (determined as stated above) for the first Day for which a price or range of prices is published that next precedes the relevant Day; and (ii) the price (determined as stated above) for the first Day for which a price or range of prices is published that next follows the relevant Day.
- 2.32. "Transaction Confirmation" shall mean a document, similar to the form of Exhibit A, setting forth the terms of a transaction formed pursuant to Section 1 for a particular Delivery Period.
- 2.33. "Transactional Cross Default" shall mean if selected on the Base Contract by the parties with respect to a party, that it shall be in default, however therein defined, under any Specified Transaction.
- 2.34. "Termination Option" shall mean the option of either party to terminate a transaction in the event that the other party fails to perform a Firm obligation to deliver Gas in the case of Seller or to receive Gas in the case of Buyer for a designated number of days during a period as specified on the applicable Transaction Confirmation.
- 2.35. "Transporter(s)" shall mean all Gas gathering or pipeline companies, or local distribution companies, acting in the capacity of a transporter, transporting Gas for Seller or Buyer upstream or downstream, respectively, of the Delivery Point pursuant to a particular transaction.

SECTION 3. PERFORMANCE OBLIGATION

3.1. Seller agrees to sell and deliver, and Buyer agrees to receive and purchase, the Contract Quantity for a particular transaction in accordance with the terms of the Contract. Sales and purchases will be on a Firm or Interruptible basis, as agreed to by the parties in a transaction.

<p>The parties have selected either the "Cover Standard" or the "Spot Price Standard" as indicated on the Base Contract.</p>
<p>Cover Standard:</p> <p>3.2. The sole and exclusive remedy of the parties in the event of a breach of a Firm obligation to deliver or receive Gas shall be recovery of the following: (i) in the event of a breach by Seller on any Day(s), payment by Seller to Buyer in an amount equal to the positive difference, if any, between the purchase price paid by Buyer utilizing the Cover Standard and the Contract Price, adjusted for commercially reasonable differences in transportation costs to or from the Delivery Point(s), multiplied by the difference between the Contract Quantity and the quantity actually delivered by Seller for such Day(s) excluding any quantity for which no replacement is available; or (ii) in the event of a breach by Buyer on any Day(s), payment by Buyer to Seller in the amount equal to the positive difference, if any, between the Contract Price and the price received by Seller utilizing the Cover Standard for the resale of such Gas, adjusted for commercially reasonable differences in transportation costs to or from the Delivery Point(s), multiplied by the difference between the Contract Quantity and the quantity actually taken by Buyer for such Day(s) excluding any quantity for which no sale is available; and (iii) in the event that Buyer has used commercially reasonable efforts to replace the Gas or Seller has used commercially reasonable efforts to sell the Gas to a third party, and no such replacement or sale is available for all or any portion of the Contract Quantity of Gas, then in addition to (i) or (ii) above, as applicable, the sole and exclusive remedy of the performing party with respect to the Gas not replaced or sold shall be an amount equal to any unfavorable difference between the Contract Price and the Spot Price, adjusted for such transportation to the applicable Delivery Point, multiplied by the quantity of such Gas not replaced or sold. Imbalance Charges shall not be recovered under this Section 3.2, but Seller and/or Buyer shall be responsible for Imbalance Charges, if any, as provided in Section 4.3. The amount of such unfavorable difference shall be payable five Business Days after presentation of the performing party's invoice, which shall set forth the basis upon which such amount was calculated.</p>

Spot Price Standard:

3.2. The sole and exclusive remedy of the parties in the event of a breach of a Firm obligation to deliver or receive Gas shall be recovery of the following: (i) in the event of a breach by Seller on any Day(s), payment by Seller to Buyer in an amount equal to the difference between the Contract Quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by the positive difference, if any, obtained by subtracting the Contract Price from the Spot Price; or (ii) in the event of a breach by Buyer on any Day(s), payment by Buyer to Seller in an amount equal to the difference between the Contract Quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by the positive difference, if any, obtained by subtracting the applicable Spot Price from the Contract Price. Imbalance Charges shall not be recovered under this Section 3.2, but Seller and/or Buyer shall be responsible for Imbalance Charges, if any, as provided in Section 4.3. The amount of such unfavorable difference shall be payable five Business Days after presentation of the performing party's invoice, which shall set forth the basis upon which such amount was calculated.

3.3. Notwithstanding Section 3.2, the parties may agree to Alternative Damages in a Transaction Confirmation executed in writing by both parties.

3.4. In addition to Sections 3.2 and 3.3, the parties may provide for a Termination Option in a Transaction Confirmation executed in writing by both parties. The Transaction Confirmation containing the Termination Option will designate the length of nonperformance triggering the Termination Option and the procedures for exercise thereof, how damages for nonperformance will be compensated, and how liquidation costs will be calculated.

SECTION 4. TRANSPORTATION, NOMINATIONS, AND IMBALANCES

4.1. Seller shall have the sole responsibility for transporting the Gas to the Delivery Point(s). Buyer shall have the sole responsibility for transporting the Gas from the Delivery Point(s).

4.2. The parties shall coordinate their nomination activities, giving sufficient time to meet the deadlines of the affected Transporter(s). Each party shall give the other party timely prior Notice, sufficient to meet the requirements of all Transporter(s) involved in the transaction, of the quantities of Gas to be delivered and purchased each Day. Should either party become aware that actual deliveries at the Delivery Point(s) are greater or lesser than the Scheduled Gas, such party shall promptly notify the other party.

4.3. The parties shall use commercially reasonable efforts to avoid imposition of any Imbalance Charges. If Buyer or Seller receives an invoice from a Transporter that includes Imbalance Charges, the parties shall determine the validity as well as the cause of such Imbalance Charges. If the Imbalance Charges were incurred as a result of Buyer's receipt of quantities of Gas greater than or less than the Scheduled Gas, then Buyer shall pay for such Imbalance Charges or reimburse Seller for such Imbalance Charges paid by Seller. If the Imbalance Charges were incurred as a result of Seller's delivery of quantities of Gas greater than or less than the Scheduled Gas, then Seller shall pay for such Imbalance Charges or reimburse Buyer for such Imbalance Charges paid by Buyer.

SECTION 5. QUALITY AND MEASUREMENT

All Gas delivered by Seller shall meet the pressure, quality and heat content requirements of the Receiving Transporter. The unit of quantity measurement for purposes of this Contract shall be one MMBtu dry. Measurement of Gas quantities hereunder shall be in accordance with the established procedures of the Receiving Transporter.

SECTION 6. TAXES

The parties have selected either "Buyer Pays At and After Delivery Point" or "Seller Pays Before and At Delivery Point" as indicated on the Base Contract.

Buyer Pays At and After Delivery Point:

Seller shall pay or cause to be paid all taxes, fees, levies, penalties, licenses or charges imposed by any government authority ("Taxes") on or with respect to the Gas prior to the Delivery Point(s). Buyer shall pay or cause to be paid all Taxes on or with respect to the Gas at the Delivery Point(s) and all Taxes after the Delivery Point(s). If a party is required to remit or pay Taxes that are the other party's responsibility hereunder, the party responsible for such Taxes shall promptly reimburse the other party for such Taxes. Any party entitled to an exemption from any such Taxes or charges shall furnish the other party any necessary documentation thereof.

Seller Pays Before and At Delivery Point:

Seller shall pay or cause to be paid all taxes, fees, levies, penalties, licenses or charges imposed by any government authority ("Taxes") on or with respect to the Gas prior to the Delivery Point(s) and all Taxes at the Delivery Point(s). Buyer shall pay or cause to be paid all Taxes on or with respect to the Gas after the Delivery Point(s). If a party is required to remit or pay Taxes that are the other party's responsibility hereunder, the party responsible for such Taxes shall promptly reimburse the other party for such Taxes. Any party entitled to an exemption from any such Taxes or charges shall furnish the other party any necessary documentation thereof.

SECTION 7. BILLING, PAYMENT, AND AUDIT

7.1. Seller shall invoice Buyer for Gas delivered and received in the preceding Month and for any other applicable charges, providing supporting documentation acceptable in industry practice to support the amount charged. If the actual quantity delivered is not known by the billing date, billing will be prepared based on the quantity of Scheduled Gas. The invoiced quantity will then be adjusted to the actual quantity on the following Month's billing or as soon thereafter as actual delivery information is available.

7.2. Buyer shall remit the amount due under Section 7.1 in the manner specified in the Base Contract, in immediately available funds, on or before the later of the Payment Date or 10 Days after receipt of the invoice by Buyer; provided that if the Payment Date is not a Business Day, payment is due on the next Business Day following that date. In the event any payments are due Buyer hereunder, payment to Buyer shall be made in accordance with this Section 7.2.

7.3. In the event payments become due pursuant to Sections 3.2 or 3.3, the performing party may submit an invoice to the nonperforming party for an accelerated payment setting forth the basis upon which the invoiced amount was calculated. Payment from the nonperforming party will be due five Business Days after receipt of invoice.

7.4. If the invoiced party, in good faith, disputes the amount of any such invoice or any part thereof, such invoiced party will pay such amount as it concedes to be correct; provided, however, if the invoiced party disputes the amount due, it must provide supporting documentation acceptable in industry practice to support the amount paid or disputed without undue delay. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

7.5. If the invoiced party fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent per annum; or (ii) the maximum applicable lawful interest rate.

7.6. A party shall have the right, at its own expense, upon reasonable Notice and at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Contract. This right to examine, audit, and to obtain copies shall not be available with respect to proprietary information not directly relevant to transactions under this Contract. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under- or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two years after the Month of Gas delivery. All retroactive adjustments under Section 7 shall be paid in full by the party owing payment within 30 Days of Notice and substantiation of such inaccuracy.

7.7. Unless the parties have elected on the Base Contract not to make this Section 7.7 applicable to this Contract, the parties shall net all undisputed amounts due and owing, and/or past due, arising under the Contract such that the party owing the greater amount shall make a single payment of the net amount to the other party in accordance with Section 7; provided that no payment required to be made pursuant to the terms of any Credit Support Obligation or pursuant to Section 7.3 shall be subject to netting under this Section. If the parties have executed a separate netting agreement, the terms and conditions therein shall prevail to the extent inconsistent herewith.

SECTION 8. TITLE, WARRANTY, AND INDEMNITY

8.1. Unless otherwise specifically agreed, title to the Gas shall pass from Seller to Buyer at the Delivery Point(s). Seller shall have responsibility for and assume any liability with respect to the Gas prior to its delivery to Buyer at the specified Delivery Point(s). Buyer shall have responsibility for and assume any liability with respect to said Gas after its delivery to Buyer at the Delivery Point(s).

8.2. Seller warrants that it will have the right to convey and will transfer good and merchantable title to all Gas sold hereunder and delivered by it to Buyer, free and clear of all liens, encumbrances, and claims. EXCEPT AS PROVIDED IN THIS SECTION 8.2 AND IN SECTION 15.8, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE, ARE DISCLAIMED.

8.3. Seller agrees to indemnify Buyer and save it harmless from all losses, liabilities or claims including reasonable attorneys' fees and costs of court ("Claims"), from any and all persons, arising from or out of claims of title, personal injury (including death) or property damage from said Gas or other charges thereon which attach before title passes to Buyer. Buyer agrees to indemnify Seller and save it harmless from all Claims, from any and all persons, arising from or out of claims regarding payment, personal injury (including death) or property damage from said Gas or other charges thereon which attach after title passes to Buyer.

8.4. The parties agree that the delivery of and the transfer of title to all Gas under this Contract shall take place within the Customs Territory of the United States (as defined in general note 2 of the Harmonized Tariff Schedule of the United States 19 U.S.C. §1202, General Notes, page 3); provided, however, that in the event Seller took title to the Gas outside the Customs Territory of the United States, Seller represents and warrants that it is the importer of record for all Gas entered and delivered into the United States, and shall be responsible for entry and entry summary filings as well as the payment of duties, taxes and fees, if any, and all applicable record keeping requirements.

8.5. Notwithstanding the other provisions of this Section 8, as between Seller and Buyer, Seller will be liable for all Claims to the extent that such arise from the failure of Gas delivered by Seller to meet the quality requirements of Section 5.

SECTION 9. NOTICES

9.1. All Transaction Confirmations, invoices, payment instructions, and other communications made pursuant to the Base Contract ("Notices") shall be made to the addresses specified in writing by the respective parties from time to time.

9.2. All Notices required hereunder shall be in writing and may be sent by facsimile or mutually acceptable electronic means, a nationally recognized overnight courier service, first class mail or hand delivered.

9.3. Notice shall be given when received on a Business Day by the addressee. In the absence of proof of the actual receipt date, the following presumptions will apply. Notices sent by facsimile shall be deemed to have been received upon the sending party's receipt of its facsimile machine's confirmation of successful transmission. If the day on which such facsimile is received is

not a Business Day or is after five p.m. on a Business Day, then such facsimile shall be deemed to have been received on the next following Business Day. Notice by overnight mail or courier shall be deemed to have been received on the next Business Day after it was sent or such earlier time as is confirmed by the receiving party. Notice via first class mail shall be considered delivered five Business Days after mailing.

9.4. The party receiving a commercially acceptable Notice of change in payment instructions or other payment information shall not be obligated to implement such change until ten Business Days after receipt of such Notice.

SECTION 10. FINANCIAL RESPONSIBILITY

10.1. If either party ("X") has reasonable grounds for insecurity regarding the performance of any obligation under this Contract (whether or not then due) by the other party ("Y") (including, without limitation, the occurrence of a material change in the creditworthiness of Y or its Guarantor, if applicable), X may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" shall mean sufficient security in the form, amount, for a term, and from an issuer, all as reasonably acceptable to X, including, but not limited to cash, a standby irrevocable letter of credit, a prepayment, a security interest in an asset or guaranty. Y hereby grants to X a continuing first priority security interest in, lien on, and right of setoff against all Adequate Assurance of Performance in the form of cash transferred by Y to X pursuant to this Section 10.1. Upon the return by X to Y of such Adequate Assurance of Performance, the security interest and lien granted hereunder on that Adequate Assurance of Performance shall be released automatically and, to the extent possible, without any further action by either party.

10.2. In the event (each an "Event of Default") either party (the "Defaulting Party") or its Guarantor shall: (i) make an assignment or any general arrangement for the benefit of creditors; (ii) file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; (iii) otherwise become bankrupt or insolvent (however evidenced); (iv) be unable to pay its debts as they fall due; (v) have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; (vi) fail to perform any obligation to the other party with respect to any Credit Support Obligations relating to the Contract; (vii) fail to give Adequate Assurance of Performance under Section 10.1 within 48 hours but at least one Business Day of a written request by the other party; (viii) not have paid any amount due the other party hereunder on or before the second Business Day following written Notice that such payment is due; or ix) be the affected party with respect to any Additional Event of Default; then the other party (the "Non-Defaulting Party") shall have the right, at its sole election, to immediately withhold and/or suspend deliveries or payments upon Notice and/or to terminate and liquidate the transactions under the Contract, in the manner provided in Section 10.3, in addition to any and all other remedies available hereunder.

10.3. If an Event of Default has occurred and is continuing, the Non-Defaulting Party shall have the right, by Notice to the Defaulting Party, to designate a Day, no earlier than the Day such Notice is given and no later than 20 Days after such Notice is given, as an early termination date (the "Early Termination Date") for the liquidation and termination pursuant to Section 10.3.1 of all transactions under the Contract, each a "Terminated Transaction". On the Early Termination Date, all transactions will terminate, other than those transactions, if any, that may not be liquidated and terminated under applicable law ("Excluded Transactions"), which Excluded Transactions must be liquidated and terminated as soon thereafter as is legally permissible, and upon termination shall be a Terminated Transaction and be valued consistent with Section 10.3.1 below. With respect to each Excluded Transaction, its actual termination date shall be the Early Termination Date for purposes of Section 10.3.1.

The parties have selected either "Early Termination Damages Apply" or "Early Termination Damages Do Not Apply" as indicated on the Base Contract.

Early Termination Damages Apply:

10.3.1. As of the Early Termination Date, the Non-Defaulting Party shall determine, in good faith and in a commercially reasonable manner, (i) the amount owed (whether or not then due) by each party with respect to all Gas delivered and received between the parties under Terminated Transactions and Excluded Transactions on and before the Early Termination Date and all other applicable charges relating to such deliveries and receipts (including without limitation any amounts owed under Section 3.2), for which payment has not yet been made by the party that owes such payment under this Contract and (ii) the Market Value, as defined below, of each Terminated Transaction. The Non-Defaulting Party shall (x) liquidate and accelerate each Terminated Transaction at its Market Value, so that each amount equal to the difference between such Market Value and the Contract Value, as defined below, of such Terminated Transaction(s) shall be due to the Buyer under the Terminated Transaction(s) if such Market Value exceeds the Contract Value and to the Seller if the opposite is the case; and (y) where appropriate, discount each amount then due under clause (x) above to present value in a commercially reasonable manner as of the Early Termination Date (to take account of the period between the date of liquidation and the date on which such amount would have otherwise been due pursuant to the relevant Terminated Transactions).

For purposes of this Section 10.3.1, "Contract Value" means the amount of Gas remaining to be delivered or purchased under a transaction multiplied by the Contract Price, and "Market Value" means the amount of Gas remaining to be delivered or purchased under a transaction multiplied by the market price for a similar transaction at the Delivery Point determined by the Non-Defaulting Party in a commercially reasonable manner. To ascertain the Market Value, the Non-Defaulting Party may consider, among other valuations, any or all of the settlement prices of NYMEX Gas futures contracts, quotations from leading dealers in energy swap contracts or physical gas trading markets, similar sales or purchases and any other bona fide third-party offers, all adjusted for the length of the term and differences in transportation costs. A party shall not be required to enter into a replacement transaction(s) in order to determine the Market Value. Any extension(s) of the term of a transaction to which parties are not bound as of the Early Termination Date (including but not limited to "evergreen provisions") shall not be considered in determining Contract Values and

Market Values. For the avoidance of doubt, any option pursuant to which one party has the right to extend the term of a transaction shall be considered in determining Contract Values and Market Values. The rate of interest used in calculating net present value shall be determined by the Non-Defaulting Party in a commercially reasonable manner.

Early Termination Damages Do Not Apply:

10.3.1. As of the Early Termination Date, the Non-Defaulting Party shall determine, in good faith and in a commercially reasonable manner, the amount owed (whether or not then due) by each party with respect to all Gas delivered and received between the parties under Terminated Transactions and Excluded Transactions on and before the Early Termination Date and all other applicable charges relating to such deliveries and receipts (including without limitation any amounts owed under Section 3.2), for which payment has not yet been made by the party that owes such payment under this Contract.

The parties have selected either "Other Agreement Setoffs Apply" or "Other Agreement Setoffs Do Not Apply" as indicated on the Base Contract.

Other Agreement Setoffs Apply:

Bilateral Setoff Option:

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option and without prior Notice to the Defaulting Party, the Non-Defaulting Party is hereby authorized to setoff any Net Settlement Amount against (i) any margin or other collateral held by a party in connection with any Credit Support Obligation relating to the Contract; and (ii) any amount(s) (including any excess cash margin or excess cash collateral) owed or held by the party that is entitled to the Net Settlement Amount under any other agreement or arrangement between the parties.

Triangular Setoff Option:

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option, and without prior Notice to the Defaulting Party, the Non-Defaulting Party is hereby authorized to setoff (i) any Net Settlement Amount against any margin or other collateral held by a party in connection with any Credit Support Obligation relating to the Contract; (ii) any Net Settlement Amount against any amount(s) (including any excess cash margin or excess cash collateral) owed by or to a party under any other agreement or arrangement between the parties; (iii) any Net Settlement Amount owed to the Non-Defaulting Party against any amount(s) (including any excess cash margin or excess cash collateral) owed by the Non-Defaulting Party or its Affiliates to the Defaulting Party under any other agreement or arrangement; (iv) any Net Settlement Amount owed to the Defaulting Party against any amount(s) (including any excess cash margin or excess cash collateral) owed by the Defaulting Party to the Non-Defaulting Party or its Affiliates under any other agreement or arrangement; and/or (v) any Net Settlement Amount owed to the Defaulting Party against any amount(s) (including any excess cash margin or excess cash collateral) owed by the Defaulting Party or its Affiliates to the Non-Defaulting Party under any other agreement or arrangement.

Other Agreement Setoffs Do Not Apply:

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option and without prior Notice to the Defaulting Party, the Non-Defaulting Party may setoff any Net Settlement Amount against any margin or other collateral held by a party in connection with any Credit Support Obligation relating to the Contract.

10.3.3. If any obligation that is to be included in any netting, aggregation or setoff pursuant to Section 10.3.2 is unascertained, the Non-Defaulting Party may in good faith estimate that obligation and net, aggregate or setoff, as applicable, in respect of the estimate, subject to the Non-Defaulting Party accounting to the Defaulting Party when the obligation is ascertained. Any amount not then due which is included in any netting, aggregation or setoff pursuant to Section 10.3.2 shall be discounted to net present value in a commercially reasonable manner determined by the Non-Defaulting Party.

10.4. As soon as practicable after a liquidation, Notice shall be given by the Non-Defaulting Party to the Defaulting Party of the Net Settlement Amount, and whether the Net Settlement Amount is due to or due from the Non-Defaulting Party. The Notice shall include a written statement explaining in reasonable detail the calculation of the Net Settlement Amount, provided that failure to give such Notice shall not affect the validity or enforceability of the liquidation or give rise to any claim by the Defaulting Party against the Non-Defaulting Party. The Net Settlement Amount as well as any setoffs applied against such amount pursuant to Section 10.3.2, shall be paid by the close of business on the second Business Day following such Notice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the Net Settlement Amount as adjusted by setoffs, shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent per annum; or (ii) the maximum applicable lawful interest rate.

10.5. The parties agree that the transactions hereunder constitute a "forward contract" within the meaning of the United States Bankruptcy Code and that Buyer and Seller are each "forward contract merchants" within the meaning of the United States Bankruptcy Code.

10.6. The Non-Defaulting Party's remedies under this Section 10 are the sole and exclusive remedies of the Non-Defaulting Party with respect to the occurrence of any Early Termination Date. Each party reserves to itself all other rights, setoffs, counterclaims and other defenses that it is or may be entitled to arising from the Contract.

10.7. With respect to this Section 10, if the parties have executed a separate netting agreement with close-out netting provisions, the terms and conditions therein shall prevail to the extent inconsistent herewith.

SECTION 11. FORCE MAJEURE

11.1. Except with regard to a party's obligation to make payment(s) due under Section 7, Section 10.4, and Imbalance Charges under Section 4, neither party shall be liable to the other for failure to perform a Firm obligation, to the extent such failure was caused by Force Majeure. The term "Force Majeure" as employed herein means any cause not reasonably within the control of the party claiming suspension, as further defined in Section 11.2.

11.2. Force Majeure shall include, but not be limited to, the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes, which result in evacuation of the affected area, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or lines of pipe; (ii) weather related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells or lines of pipe; (iii) interruption and/or curtailment of Firm transportation and/or storage by Transporters; (iv) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections or wars, or acts of terror; and (v) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, regulation, or policy having the effect of law promulgated by a governmental authority having jurisdiction. Seller and Buyer shall make reasonable efforts to avoid the adverse impacts of a Force Majeure and to resolve the event or occurrence once it has occurred in order to resume performance.

11.3. Neither party shall be entitled to the benefit of the provisions of Force Majeure to the extent performance is affected by any or all of the following circumstances: (i) the curtailment of interruptible or secondary Firm transportation unless primary, in-path, Firm transportation is also curtailed; (ii) the party claiming excuse failed to remedy the condition and to resume the performance of such covenants or obligations with reasonable dispatch; or (iii) economic hardship, to include, without limitation, Seller's ability to sell Gas at a higher or more advantageous price than the Contract Price, Buyer's ability to purchase Gas at a lower or more advantageous price than the Contract Price, or a regulatory agency disallowing, in whole or in part, the pass through of costs resulting from this Contract; (iv) the loss of Buyer's market(s) or Buyer's inability to use or resell Gas purchased hereunder, except, in either case, as provided in Section 11.2; or (v) the loss or failure of Seller's gas supply or depletion of reserves, except, in either case, as provided in Section 11.2. The party claiming Force Majeure shall not be excused from its responsibility for Imbalance Charges.

11.4. Notwithstanding anything to the contrary herein, the parties agree that the settlement of strikes, lockouts or other industrial disturbances shall be within the sole discretion of the party experiencing such disturbance.

11.5. The party whose performance is prevented by Force Majeure must provide Notice to the other party. Initial Notice may be given orally; however, written Notice with reasonably full particulars of the event or occurrence is required as soon as reasonably possible. Upon providing written Notice of Force Majeure to the other party, the affected party will be relieved of its obligation, from the onset of the Force Majeure event, to make or accept delivery of Gas, as applicable, to the extent and for the duration of Force Majeure, and neither party shall be deemed to have failed in such obligations to the other during such occurrence or event.

11.6. Notwithstanding Sections 11.2 and 11.3, the parties may agree to alternative Force Majeure provisions in a Transaction Confirmation executed in writing by both parties.

SECTION 12. TERM

This Contract may be terminated on 30 Day's written Notice, but shall remain in effect until the expiration of the latest Delivery Period of any transaction(s). The rights of either party pursuant to Section 7.6, Section 10, Section 13, the obligations to make payment hereunder, and the obligation of either party to indemnify the other, pursuant hereto shall survive the termination of the Base Contract or any transaction.

SECTION 13. LIMITATIONS

FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN OR IN A TRANSACTION, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY HEREIN PROVIDED, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

SECTION 14. MARKET DISRUPTION

If a Market Disruption Event has occurred then the parties shall negotiate in good faith to agree on a replacement price for the Floating Price (or on a method for determining a replacement price for the Floating Price) for the affected Day, and if the parties have not so agreed on or before the second Business Day following the affected Day then the replacement price for the Floating Price shall be determined within the next two following Business Days with each party obtaining, in good faith and from non-affiliated market participants in the relevant market, two quotes for prices of Gas for the affected Day of a similar quality and quantity in the geographical location closest in proximity to the Delivery Point and averaging the four quotes. If either party fails to provide two quotes then the average of the other party's two quotes shall determine the replacement price for the Floating Price. "Floating Price" means the price or a factor of the price agreed to in the transaction as being based upon a specified index. "Market Disruption Event" means, with respect to an index specified for a transaction, any of the following events: (a) the failure of the index to announce or publish information necessary for determining the Floating Price; (b) the failure of trading to commence or the permanent discontinuation or material suspension of trading on the exchange or market acting as the index; (c) the temporary or permanent discontinuance or unavailability of the index; (d) the temporary or permanent closing of any exchange acting as the index; or (e) both parties agree that a material change in the formula for or the method of determining the Floating Price has occurred. For the purposes of the calculation of a replacement price for the Floating Price, all numbers shall be rounded to three decimal places. If the fourth decimal number is five or greater, then the third decimal number shall be increased by one and if the fourth decimal number is less than five, then the third decimal number shall remain unchanged.

SECTION 15. MISCELLANEOUS

15.1. This Contract shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, and heirs of the respective parties hereto, and the covenants, conditions, rights and obligations of this Contract shall run for the full term of this Contract. No assignment of this Contract, in whole or in part, will be made without the prior written consent of the non-assigning party (and shall not relieve the assigning party from liability hereunder), which consent will not be unreasonably withheld or delayed; provided, either party may (i) transfer, sell, pledge, encumber, or assign this Contract or the accounts, revenues, or proceeds hereof in connection with any financing or other financial arrangements, or (ii) transfer its interest to any parent or Affiliate by assignment, merger or otherwise without the prior approval of the other party. Upon any such assignment, transfer and assumption, the transferor shall remain principally liable for and shall not be relieved of or discharged from any obligations hereunder.

15.2. If any provision in this Contract is determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, agreement or covenant of this Contract.

15.3. No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach.

15.4. This Contract sets forth all understandings between the parties respecting each transaction subject hereto, and any prior contracts, understandings and representations, whether oral or written, relating to such transactions are merged into and superseded by this Contract and any effective transaction(s). This Contract may be amended only by a writing executed by both parties.

15.5. The interpretation and performance of this Contract shall be governed by the laws of the jurisdiction as indicated on the Base Contract, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction.

15.6. This Contract and all provisions herein will be subject to all applicable and valid statutes, rules, orders and regulations of any governmental authority having jurisdiction over the parties, their facilities, or Gas supply, this Contract or transaction or any provisions thereof.

15.7. There is no third party beneficiary to this Contract.

15.8. Each party to this Contract represents and warrants that it has full and complete authority to enter into and perform this Contract. Each person who executes this Contract on behalf of either party represents and warrants that it has full and complete authority to do so and that such party will be bound thereby.

15.9. The headings and subheadings contained in this Contract are used solely for convenience and do not constitute a part of this Contract between the parties and shall not be used to construe or interpret the provisions of this Contract.

15.10. Unless the parties have elected on the Base Contract not to make this Section 15.10 applicable to this Contract, neither party shall disclose directly or indirectly without the prior written consent of the other party the terms of any transaction to a third party (other than the employees, lenders, royalty owners, counsel, accountants and other agents of the party, or prospective purchasers of all or substantially all of a party's assets or of any rights under this Contract, provided such persons shall have agreed to keep such terms confidential) except (i) in order to comply with any applicable law, order, regulation, or exchange rule, (ii) to the extent necessary for the enforcement of this Contract, (iii) to the extent necessary to implement any transaction, (iv) to the extent necessary to comply with a regulatory agency's reporting requirements including but not limited to gas cost recovery proceedings; or (v) to the extent such information is delivered to such third party for the sole purpose of calculating a published index. Each party shall notify the other party of any proceeding of which it is aware which may result in disclosure of the terms of any transaction (other than as permitted hereunder) and use reasonable efforts to prevent or limit the disclosure. The existence of this Contract is not subject to this confidentiality obligation. Subject to Section 13, the parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with this confidentiality obligation. The terms of any transaction hereunder shall be kept confidential by the parties hereto for one year from the expiration of the transaction.

In the event that disclosure is required by a governmental body or applicable law, the party subject to such requirement may disclose the material terms of this Contract to the extent so required, but shall promptly notify the other party, prior to disclosure,

and shall cooperate (consistent with the disclosing party's legal obligations) with the other party's efforts to obtain protective orders or similar restraints with respect to such disclosure at the expense of the other party.

15.11. The parties may agree to dispute resolution procedures in Special Provisions attached to the Base Contract or in a Transaction Confirmation executed in writing by both parties

15.12. Any original executed Base Contract, Transaction Confirmation or other related document may be digitally copied, photocopied, or stored on computer tapes and disks (the "Imaged Agreement"). The Imaged Agreement, if introduced as evidence on paper, the Transaction Confirmation, if introduced as evidence in automated facsimile form, the recording, if introduced as evidence in its original form, and all computer records of the foregoing, if introduced as evidence in printed format, in any judicial, arbitration, mediation or administrative proceedings will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither Party shall object to the admissibility of the recording, the Transaction Confirmation, or the Imaged Agreement on the basis that such were not originated or maintained in documentary form. However, nothing herein shall be construed as a waiver of any other objection to the admissibility of such evidence.

DISCLAIMER: The purposes of this Contract are to facilitate trade, avoid misunderstandings and make more definite the terms of contracts of purchase and sale of natural gas. Further, NAESB does not mandate the use of this Contract by any party. **NAESB DISCLAIMS AND EXCLUDES, AND ANY USER OF THIS CONTRACT ACKNOWLEDGES AND AGREES TO NAESB'S DISCLAIMER OF, ANY AND ALL WARRANTIES, CONDITIONS OR REPRESENTATIONS, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THIS CONTRACT OR ANY PART THEREOF, INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE (WHETHER OR NOT NAESB KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING. EACH USER OF THIS CONTRACT ALSO AGREES THAT UNDER NO CIRCUMSTANCES WILL NAESB BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY USE OF THIS CONTRACT.**

TRANSACTION CONFIRMATION
FOR IMMEDIATE DELIVERY

EXHIBIT A

Letterhead/Logo	Date: _____, ____ Transaction Confirmation #: _____			
This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated _____. The terms of this Transaction Confirmation are binding unless disputed in writing within 2 Business Days of receipt unless otherwise specified in the Base Contract.				
SELLER: _____ _____ Attn: _____ Phone: _____ Fax: _____ Base Contract No. _____ Transporter: _____ Transporter Contract Number: _____	BUYER: _____ _____ Attn: _____ Phone: _____ Fax: _____ Base Contract No. _____ Transporter: _____ Transporter Contract Number: _____			
Contract Price: \$ _____/MMBtu or _____				
Delivery Period: Begin: _____, ____ End: _____, ____				
Performance Obligation and Contract Quantity: (Select One) <table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top; padding: 5px;"> Firm (Fixed Quantity): _____ MMBtus/day <input type="checkbox"/> EFP </td> <td style="width: 33%; vertical-align: top; padding: 5px;"> Firm (Variable Quantity): _____ MMBtus/day Minimum _____ MMBtus/day Maximum subject to Section 4.2. at election of <input type="checkbox"/> Buyer or <input type="checkbox"/> Seller </td> <td style="width: 33%; vertical-align: top; padding: 5px;"> Interruptible: Up to _____ MMBtus/day </td> </tr> </table>		Firm (Fixed Quantity): _____ MMBtus/day <input type="checkbox"/> EFP	Firm (Variable Quantity): _____ MMBtus/day Minimum _____ MMBtus/day Maximum subject to Section 4.2. at election of <input type="checkbox"/> Buyer or <input type="checkbox"/> Seller	Interruptible: Up to _____ MMBtus/day
Firm (Fixed Quantity): _____ MMBtus/day <input type="checkbox"/> EFP	Firm (Variable Quantity): _____ MMBtus/day Minimum _____ MMBtus/day Maximum subject to Section 4.2. at election of <input type="checkbox"/> Buyer or <input type="checkbox"/> Seller	Interruptible: Up to _____ MMBtus/day		
Delivery Point(s): _____ (If a pooling point is used, list a specific geographic and pipeline location):				
Special Conditions: _____ _____ _____				
Seller: _____ By: _____ Title: _____ Date: _____	Buyer: _____ By: _____ Title: _____ Date: _____			

SPECIAL PROVISIONS

Special Provisions to Base Contract for Sale and Purchase of Natural Gas (NAESB) dated June 23, 2021, between Tenaska Marketing Ventures and Reedy Creek Improvement District.

If the terms of these Special Provisions and the other terms of the Base Contract conflict, the terms of these Special Provisions shall govern. Any definitions used in the Base Contract, unless otherwise defined in these Special Provisions, shall have the same meaning in these Special Provisions.

Any references herein to “General Terms and Conditions” shall mean the document attached to and forming part of the Base Contract entitled “General Terms and Conditions Base Contract for Sale and Purchase of Natural Gas” and setting forth the General Terms and Conditions of the agreement between the parties.

Any reference to a Section in these Special Provisions refers to the same Section of the General Terms and Conditions.

SECTION 1 – PURPOSE AND PROCEDURES

1.2 (Oral Transaction Procedure): The fifth (5th) sentence shall be deleted in its entirety and replaced with the following: “Notwithstanding the foregoing sentence, the parties agree that Confirming Party shall, and the other party may, confirm a telephonic transaction or EDI transmission by sending the other party a Transaction Confirmation by facsimile, or mutually agreeable electronic means within three Business Days of a transaction covered by this Section 1.2 (Oral Transaction Procedure) provided that the failure to send a Transaction Confirmation shall not invalidate the oral or EDI agreement of the parties. Any failure by the Confirming Party to send a Transaction Confirmation for any such transaction previously entered into shall not affect the enforceability of any such transaction nor shall such failure constitute or be deemed to constitute a breach of this Contract.”

1.2 (Written Transaction Procedure): In the third (3rd) line, the word “EDI” shall be deleted.

1.3 In item (ii), the word “oral” shall be deleted, and the phrase “or EDI” shall be added immediately following the word “conversation”.

1.5 A new Section 1.5 shall be added as follows: “1.5 The entire agreement between the parties shall be those provisions contained in an effective Transaction Confirmation, a transaction entered into by the parties either orally or electronically, and the Base Contract. All transactions entered into by the parties pursuant to the Base Contract are entered into in reliance on the fact that the Base Contract, each Transaction Confirmation and each transaction entered into pursuant hereto constitute a single integrated agreement between the parties, and the parties would not otherwise have entered into the Base Contract or any transaction hereunder. “

1.6 A new Section 1.6 shall be added as follows: “1.6 The parties hereby expressly waive all rights to, and expressly agree not to, contest any transaction entered into hereunder, or assert or otherwise raise any defenses or arguments related to any such transaction to the effect that such is not binding, valid or enforceable in accordance with its terms because either the employee(s) or representative(s) who entered into such transaction on behalf of a party, and who appeared to have the requisite authority to do so, did not, in fact, have such authority or because the provisions of certain applicable laws require such transaction to be in writing and/or executed by one or both parties.”

SECTION 2 – DEFINITIONS

- (a) “Cover Standard”:**
- **The phrase “performing party” shall be replaced with the phrase “Performing Party” each time it appears.**
 - **The phrase “nonperforming party” shall be replaced with the phrase “Non-Performing Party” each time it appears.**
 - **The following words shall be deleted:** “(or an alternate fuel if elected by Buyer and replacement Gas is not available)”.

- (b) **“EDI”:** The definition of “EDI” shall be deleted in its entirety and replaced with the following: ““EDI” shall mean an electronic data interchange between the parties.”
- (c) **“Termination Option”:** The definition of “Termination Option” shall be deleted in its entirety.
- (d) **The following new definitions shall be added immediately following the definition of “Transporter(s)”:**
- "Affected Transaction" means a Firm transaction with a Delivery Period of at least 30 Days in respect of which there has occurred three (3) or more Failure Days in the Delivery Period.
 - "Failure Day" means a Day on which the Non-Performing Party has failed to purchase and receive, or sell and deliver, as applicable, any portion of the Contract Quantity to be purchased and received or sold and delivered on such Day, which failure is not excused because of the Non-Performance (non-delivery or non-receipt, as applicable) of the Performing Party, or by Force Majeure.
 - “Merger Event” means, with respect to a party, that such party consolidates or amalgamates with, or merges into or with, or transfers substantially all of its assets to another entity and (i) the resulting entity fails to assume all of the obligations of such party or other entity hereunder, or (ii) the benefits of any credit support provided pursuant to or related to this Contract fail to extend to the performance by such resulting, surviving or transferee entity of its obligations hereunder.
 - "Non-Performance" means the failure by a party to purchase and receive (if the Buyer), or sell and deliver (if the Seller), Gas as required by any transaction under this Contract, which failure is not excused by (i) the non-performance (non-delivery or non-receipt, as applicable) of the other party; or (ii) Force Majeure.
 - "Non-Performing Party" means a party in relation to which a Non-Performance has occurred.
 - "Performing Party" means, if a Non-Performance has occurred, the party which is not the Non-Performing Party.

SECTION 3 – PERFORMANCE OBLIGATION

3.2 (Cover Standard):

- **In the first line, the first time the word “The” appears shall be deleted and replaced with the phrase ‘Subject to Section 3.4, the’.**
- **The phrase “performing party” shall be replaced with the phrase “Performing Party” each time it appears.**

3.2 (Spot Price Standard): **In the first line, the first time the word “The” appears shall be deleted and replaced with the phrase ‘Subject to Section 3.4, the’; and in the last sentence, the phrase “performing party” shall be replaced with the phrase “Performing Party”.**

3.4 **Section 3.4 shall be deleted in its entirety and replaced with the following:** “3.4 In addition to the rights set forth in Sections 3.2 and 3.3, unless otherwise specified on the applicable Transaction Confirmation, a Performing Party shall have the right (“Termination Right”) to terminate, accelerate and liquidate an Affected Transaction by providing Notice to the Non-Performing Party designating an Early Termination Date, which date shall be between 1 and 5 Business Days following the most recent Non-Performance causing the Affected Transaction, but no earlier than the effective date of the Notice, on which date the Affected Transaction shall terminate. Following the exercise of its Termination Right, the Performing Party shall calculate the Net Settlement Amount pursuant to Section 10.3.2, but only in respect of the Affected Transaction, which amount shall be paid in accordance with Section 10.4, all as if an Early Termination Date had occurred, the Affected Transaction was the only transaction under this Base Contract, the Performing Party was the Non-Defaulting Party and the Non-Performing Party was the Defaulting Party. The exercise of the Termination Right shall not be deemed to be an Event of Default or similar default with respect to the Affected Transaction, any other transactions entered into hereunder, or any other agreement between the parties. If the Performing Party fails to provide Notice to exercise its Termination Right within 5 Business Days of the occurrence of the last Non-Performance that gave rise to that

Termination Right, the Termination Right shall expire, but without prejudice to any Termination Right that may subsequently arise upon the occurrence of a further Non-Performance in respect of that Transaction.”

SECTION 7 – BILLING, PAYMENT, AND AUDIT

7.3 The phrase “performing party” shall be replaced with the phrase “Performing Party” each time it appears, and the phrase “nonperforming party” shall be replaced with the phrase “Non-Performing Party” each time it appears.

SECTION 9 – NOTICES

9.2 The following language shall be added immediately preceding the last period: “; provided, however, that any Notice delivered pursuant to Section 10.2, 10.3 or 10.4 via facsimile or electronic means shall also be delivered via overnight courier service, first class mail or hand delivery.”

SECTION 10 - FINANCIAL RESPONSIBILITY

10.1 Section 10.1 shall be deleted in its entirety and replaced with the following: “10.1 If either party (“X”) has reasonable grounds for insecurity regarding the performance of any obligation under this Contract (whether or not then due) by the other party (“Y”) (including, without limitation, the occurrence of a material change in the creditworthiness of Y, or its Guarantor, if applicable), X may demand that Y deliver to X Adequate Assurance of Performance. “Adequate Assurance of Performance” shall mean sufficient security in the form, amount and for the term reasonably acceptable to X, including, but not limited to, cash collateral, a standby irrevocable letter of credit, a prepayment, guaranty or other mutually acceptable forms of security (including the issuer of any such security). Adequate Assurance of Performance shall not exceed the amount that would be owed to X as a Net Settlement Amount (as such term is defined in Section 10.3.2 hereof), as of the date X made the demand for Adequate Assurance of Performance from Y. Y hereby grants to X a continuing first priority security interest in, lien on, and right of setoff against all Adequate Assurance of Performance in the form of cash transferred by Y to X pursuant to this Section 10.1. Upon the return by X to Y of such Adequate Assurance of Performance, the security interest and lien granted hereunder on that Adequate Assurance of Performance shall be released automatically and, to the extent possible, without any further action by either party. This Section 10.1 sets forth the entirety of the agreement of the parties regarding one party’s right to request financial assurances from the other party, and each party expressly waives all implied rights relating to financial assurances arising from Section 2-609 of the Uniform Commercial Code or case law applying similar doctrines.”

10.2 Section 10.2 shall be deleted in its entirety and replaced with the following: “10.2 In the event (each an "Event of Default") either party (the "Defaulting Party") or its Guarantor (with respect to items (i) through (vi) below) shall:

- (i) make an assignment or any general arrangement for the benefit of creditors;
- (ii) file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;
- (iii) otherwise become bankrupt or insolvent (however evidenced);
- (iv) be unable to pay its debts as they fall due;
- (v) have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;
- (vi) fail to perform any obligation to the other party with respect to any Credit Support Obligations relating to the Contract;
- (vii) fail to give Adequate Assurance of Performance under Section 10.1 within 48 hours but at least one Business Day of a written request by the other party;
- (viii) not have paid any amount due the other party hereunder on or before the second Business Day following written Notice that such payment is due, provided that such amount is not the subject of a bona fide dispute pursuant to Section 7.4;
- (ix) make any representation or warranty herein that was false or misleading in any material respect when made or when deemed made or repeated;

- (x) fail to perform any material covenant or obligation set forth in this Contract (except to the extent constituting a separate Event of Default) if such failure is not remedied within five (5) Business Days after written notice;
- (xi) be the subject of a Merger Event;
- (xii) disaffirm, disclaim, repudiate or reject, in whole or in part, or challenge the validity of, this Contract or any transaction entered into pursuant to this Contract; or
- (xiii) to be the affected party with respect to any Additional Event of Default;

then the other party (the "Non-Defaulting Party") shall have the right, at its sole election, to immediately withhold and/or suspend deliveries or payments upon Notice (provided, however, that in no event shall any such withholding or suspension continue for longer than ten (10) Business Days with respect to any single transaction hereunder unless an Early Termination Date shall have been declared and Notice thereof provided pursuant to Section 10.3), and/or to terminate and liquidate the transactions under the Contract, in the manner provided in Section 10.3, in addition to any and all other remedies available hereunder."

10.3.1 (Early Termination Damages Apply): The following shall be added at the end of this section: "In addition to all other amounts calculated hereunder but without duplication, the Defaulting Party shall reimburse the Non-Defaulting Party for reasonable out-of-pocket costs and expenses incurred by the Non-Defaulting Party in connection with terminating and liquidating the Terminated Transactions, including but not limited to: (a) costs and expenses associated with transportation, gathering, or storage of Gas incurred by the Non-Defaulting Party which cannot be avoided through the Non-Defaulting Party's reasonable efforts; (b) brokerage fees, unwinding costs, commissions and other similar costs and expenses incurred by the Non-Defaulting Party either in (i) terminating any Firm obligation, to the extent the Non-Defaulting Party has hedged such obligation, or (ii) entering into new arrangements that replace the Terminated Transactions that were hedged; and (c) attorneys' fees and court costs incurred by the Non-Defaulting Party in connection with enforcing its rights under this Contract."

10.3.2 (Other Agreement Setoffs Apply) (Bilateral Setoff Option): The last sentence shall be deleted in its entirety and replaced with the following: "Upon the designation of an Early Termination Date, the Non-Defaulting Party ("X") may, at its option and in its sole discretion, setoff (including by setoff, offset, combination of accounts, deduction, retention, counterclaim or withholding), against any amounts owed to the Defaulting Party ("Y"), in U.S. Dollars or any other currency by X under this Contract or any other agreements between X and Y, any amounts owed in U.S. Dollars or any other currency by Y to X under this Contract or any other agreements between X and Y. The obligations of Y and X under this Contract in respect of such amounts shall be deemed satisfied and discharged to the extent of any such setoff. X will give Y Notice of any setoff effectuated under this section but failure to give such Notice shall not affect the validity of the setoff. Nothing herein shall be effective to create a charge or other security interest. This setoff provision shall be in addition to but without duplication of, and not in limitation of, any other right or remedy available to the Non-Defaulting Party (including, without limitation, any right of setoff, offset, combination of accounts, deduction, counterclaim, retention or withholding), whether arising under this Contract, any Guaranty, any other agreement, under applicable law, in equity, or otherwise."

10.3.2 (Other Agreement Setoffs Apply) (Triangular Setoff Option): The last sentence shall be deleted in its entirety and replaced with the following: "Upon the designation of an Early Termination Date, the Non-Defaulting Party ("X") may, at its option and in its sole discretion, setoff (including by setoff, offset, combination of accounts, deduction, retention, counterclaim or withholding), against any amounts owed to the Defaulting Party ("Y"), in U.S. Dollars or any other currency by X or any of X's Affiliates under this Contract or any other agreements between X or any of its Affiliates and Y, any amounts owed in U.S. Dollars or any other currency by Y to X or any of X's Affiliates under this Contract or any other agreements between X or any of its Affiliates and Y. The obligations of Y and X under this Contract in respect of such amounts shall be deemed satisfied and discharged to the extent of any such setoff. X will give Y Notice of any setoff effectuated under this section but failure to give such Notice shall not affect the validity of the setoff. Nothing herein shall be effective to create a charge or other security interest. This setoff provision shall be in addition to but without duplication of, and not in limitation of, any other right or remedy available to the Non-Defaulting Party (including, without limitation, any right of setoff, offset, combination of accounts,

deduction, counterclaim, retention or withholding), whether arising under this Contract, any Guaranty, any other agreement, under applicable law, in equity, or otherwise.”

10.3.4 A new section 10.3.4 shall be added as follows: “10.3.4 Upon the designation of an Early Termination Date, to the extent that the Non-Defaulting Party is then holding (a) Adequate Assurance of Performance pursuant to Section 10.1 hereof, and/or (b) any margin or other collateral in connection with any Credit Support Obligation relating to this Contract (collectively, the “Collateral”), such Non-Defaulting Party may, at its option and in its sole discretion, exercise any of the following rights and remedies:

(i) any right or remedy available to a secured party under the Uniform Commercial Code in effect in the state specified in the “Choice of Law” section of the Base Contract, or other applicable laws with respect to the Collateral held by or for the benefit of the Non-Defaulting Party or otherwise;

(ii) the right to set off any Collateral held by or for the benefit of the Non-Defaulting Party against and in satisfaction of any amount due and payable by the Defaulting Party in respect of any of its obligations to the Non-Defaulting Party or any of the Non-Defaulting Party’s Affiliates; and

(iii) the right to draw on any outstanding letter of credit of which it is the beneficiary and which has been provided to such party as Collateral.”

10.4 The following shall be added to the end of Section 10.4: “If the Defaulting Party disputes the Non-Defaulting Party’s calculation of the Net Settlement Amount, in whole or in part, the Defaulting Party shall, within two (2) Business Days of receipt of Non-Defaulting Party’s calculation thereof, provide to the Non-Defaulting Party a detailed written explanation of the basis for such dispute; provided, however, that if the Net Settlement Amount is due from the Defaulting Party, the Defaulting Party must pay the Net Settlement Amount by the deadline described above. Within three (3) Business Days following resolution of the dispute regarding the Net Settlement Amount, any underpayments or overpayments shall be paid or refunded with accrued interest at the interest rate set forth in Section 7.5 for the period from the date of underpayment or overpayment until the date paid.”

10.5 Section 10.5 shall be deleted in its entirety and replaced with the following: “10.5 The parties agree that (i) all transactions entered into under this Contract constitute a “forward contract” within the meaning of the United States Bankruptcy Code (the “Bankruptcy Code”) or a “swap agreement” within the meaning of the Bankruptcy Code; (ii) each party hereto is a “forward contract merchant” within the meaning of the Bankruptcy Code; (iii) all payments made or to be made by one party to the other party pursuant to this Contract constitute “settlement payments” within the meaning of the Bankruptcy Code; (iv) all transfers of Adequate Assurance of Performance or Collateral by one party to the other party under this Contract constitute “margin payments” within the meaning of the Bankruptcy Code; and (v) this Contract constitutes a “master netting agreement” within the meaning of the Bankruptcy Code. Each party further agrees that, for purposes of this Contract, the other party is not a “utility” as such term is used in 11 U.S.C. Section 366 of the Bankruptcy Code, and each party waives and agrees not to assert the applicability of the provisions of 11 U.S.C. Section 366 in any bankruptcy proceeding wherein such party is a debtor. In any such proceeding, each party further waives the right to assert that the other party is a provider of last resort.”

10.8 A new section 10.8 shall be added as follows: “Notwithstanding any provision to the contrary contained in this Contract, the Non-Defaulting Party shall not be required to pay to the Defaulting Party any amount under this Section 10 until (i) the Non-Defaulting Party receives confirmation satisfactory to it in its reasonable discretion (which may include an opinion of its counsel or in the event of a bankruptcy proceeding a non-appealable order), that all other obligations of any kind whatsoever of the Defaulting Party or any of its Affiliates to make any payments to the Non-Defaulting Party or any of its Affiliates under this Contract or any other agreements or instruments between such parties which are due and payable (or netted, set off, recouped, or the like) as of the Early Termination Date have been fully and finally performed and (ii) the Defaulting Party executes a release in a form reasonably satisfactory to the Non-Defaulting Party that acts as the final resolution of the transactions hereunder. To the extent that either party believes that bankruptcy court approval of the release is required, the Non-Defaulting Party may withhold payment until such time as appropriate court approval has been obtained and is final and non-appealable.”

SECTION 11 – FORCE MAJEURE

- 11.2** The following language shall be added immediately following the phrase “having jurisdiction”: “; provided, however, that any of the previously described events or circumstances shall only constitute Force Majeure if and to the extent that such event or circumstance directly prevents or restricts delivery by Seller or receipt by Buyer of Gas at the applicable Delivery Point.”

SECTION 15 – MISCELLANEOUS

- 15.1** Section 15.1 shall be deleted in its entirety and replaced with the following: “15.1 This Contract shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, and heirs of the respective parties hereto, and the covenants, conditions, rights and obligations of this Contract shall run for the full term of this Contract. No assignment of this Contract, in whole or in part, will be made without the prior written consent of the non-assigning party, which consent will not be unreasonably withheld or delayed; provided, either party may (i) transfer, sell, pledge, encumber, or assign this Contract or the accounts, revenues, or proceeds hereof in connection with any financing or other financial arrangements, or (ii) transfer its interest to any parent or Affiliate by assignment, merger or otherwise without the prior approval of the other party. Upon any such assignment, transfer and assumption for which the non-transferring party’s prior written consent was not obtained, the transferor shall remain principally liable for and shall not be relieved of or discharged from any obligations hereunder unless the parties expressly agree otherwise.”
- 15.4** The following language shall be added to the end of Section 15.4: “This Base Contract replaces and supersedes any and all prior master agreements related to the purchase and sale of natural gas between the parties. Any effective transaction(s) entered into by the parties under such prior contracts shall remain in force and effect but shall be governed by the terms of this Base Contract as if originally entered into subject to the terms hereof.”
- 15.8** The following language shall be added to the end of Section 15.8: “As of the date first mentioned on the Base Contract and the date of entering into each transaction hereunder, each party represents and warrants to the other party that:
- (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation;
 - (b) it has all current valid and applicable state and federal regulatory authorizations, consents, or approvals required for it to legally perform its obligations under this Contract;
 - (c) this Contract, and each other document executed and delivered in accordance with this Contract constitutes its legally valid and binding obligations enforceable against it in accordance with their respective terms (subject to applicable bankruptcy, reorganization, moratorium or similar laws affecting creditors’ rights generally and subject, as to enforceability, to equitable principles of general application regardless of whether enforcement is sought in a proceeding in equity or at law);
 - (d) there are no proceedings similar to those described in Section 10.2 (i) through (v) pending or being contemplated by it or, to its knowledge, threatened against it;
 - (e) there is not pending or, to its knowledge, threatened against it any legal proceedings that could materially adversely affect its ability to perform its obligations under this Contract;
 - (f) no Event of Default with respect to it has occurred and is continuing and no such event or circumstance would occur as a result of its entering into or performing its obligations under this Contract;
 - (g) it is acting for its own account, has made its own independent decision to enter into this Contract and as to whether this Contract is appropriate or proper for it based upon its own judgment, is not relying upon the advice or recommendations of the other party in so doing, and is capable of assessing the merits of and understanding, and understands and accepts, the terms, conditions and risks of this Contract;
 - (h) with respect to each transaction hereunder that is an option, it is a producer, processor, commercial user of or merchant handling Gas, and it is entering into such transaction for purposes related to its business as such and the option contained in such transaction, if exercised, contains a binding obligation that results in the sale of a non-financial commodity for immediate or deferred shipment or delivery;
 - (i) it has entered into this Contract in connection with the conduct of its business and it has the capacity or ability to make or take delivery of the Gas referred to in any transaction hereunder to which it is a party and the material economic terms of each transaction are subject to individual negotiation by the parties; and

(j) it is an "eligible contract participant" as that term is defined in Section 1a(12) of the Commodity Exchange Act, as amended."

15.13 A new section 15.13 shall be added as follows: "15.13 This Contract and any Transaction Confirmation may be executed by facsimile and executed in counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument."

15.14 A new section 15.14 shall be added as follows: "15.14 The language used in this Base Contract is the product of both parties' efforts and each party hereby irrevocably waives the benefit of any rule of contract construction which disfavors the drafter of a contract or the drafter of specific language in a contract."

15.15 A new section 15.15 shall be added as follows: "15.15 **WAIVER OF JURY TRIAL. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING RELATING TO THIS CONTRACT.**"

15.16 A new section 15.16 shall be added as follows: "15.16 If at any time during the term of any transaction entered into hereunder, any governmental authority (federal, state or local) (i) imposes any Tax which was not in effect as of the commencement date of such transaction and that, in the sole judgment of the affected party, is unduly burdensome, or (ii) shall take any action or assert any jurisdiction whereby the sale, purchase, delivery, receipt, or use of Gas as contemplated hereunder will be subjected to terms, conditions, or restraints that in the sole judgment of the affected party are unduly burdensome, unacceptable, illegal or unenforceable (in either case, a "Regulatory Change"), then in such case, the parties shall attempt to mutually negotiate revisions to the affected transaction(s) to eliminate the adverse impact of the Regulatory Change on the party or parties hereto. If the parties are unable to successfully negotiate mutually agreeable revisions within thirty (30) days after the announcement of such Regulatory Change, then either party may terminate any affected transaction, without any continuing obligation or liability of either party to the other with respect to such transaction(s), by providing ten (10) days' written notice to the other party."

15.17 A new section 15.17 shall be added as follows: "15.17 In the event either party is a municipality, county, governmental board, public power authority, public utility district, joint action agency, or other similar political subdivision or public entity of the United States, one or more States or territories or any combination thereof (a "Governmental Entity"), the following shall apply:

(a) The following sentence shall be added to the end of Section 11.3: "With respect to Governmental Entities, Force Majeure does not include any action taken by the Governmental Entity in its governmental capacity."

(b) Governmental Entity warrants and covenants that with respect to its contractual obligations hereunder and performance thereof, it will not claim immunity on the grounds of sovereignty or similar grounds with respect to itself or its revenues or assets from (i) suit, (ii) jurisdiction of court (including a court located outside the jurisdiction of its organization), (iii) relief by way of injunction, order for specific performance or recovery of property, (iv) attachment of assets, or (v) execution or enforcement of any judgment."

THE PARTIES DO HEREBY REPRESENT AND WARRANT THAT THE GENERAL TERMS AND CONDITIONS OF THE BASE CONTRACT HAVE NOT BEEN MODIFIED, ALTERED, OR AMENDED IN ANY RESPECT EXCEPT FOR THESE SPECIAL PROVISIONS WHICH ARE ATTACHED TO AND MADE A PART OF THE BASE CONTRACT.

TENASKA MARKETING VENTURES

**By: TMV Holdings, LLC
Its Managing Partner**

**By: _____
Mark A. McQuade
Title: Chief Compliance Officer and General Counsel**

REEDY CREEK IMPROVEMENT DISTRICT

**By: _____
John H. Classe, Jr
Title: District Administrator**

EXHIBIT E

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Article 1 – Preamble

This AGREEMENT is entered into as of January 1, 2021, between the Reedy Creek Improvement District, hereinafter called “the District,” and the Reedy Creek Professional Firefighters’ Association, Local 2117, International Association of Firefighters, hereinafter called “the Union”.

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Article 2 – Purpose

It is the intent and purpose of the parties hereto to establish fair wages, working conditions and benefits and to put into practice effective and binding methods for the settlement of all misunderstandings, disputes or grievances that may arise between them, to the end that the District is assured complete and full fire protection at all times and that labor peace is maintained.

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Article 3 – Supervisors’ Responsibilities/Conflicts of Interest

It is agreed and understood that the individuals covered in the “B” Bargaining Unit must, at all-times while on duty, in uniform and/or while otherwise representing the District, act in the best interest of the District as determined by the Fire Chief.

The parties agree that the work performed by the employees in the “B” Unit is ‘supervisory’, and not ‘managerial’ within the meaning of the Public Employees Relations Act. Individuals in the “B” Bargaining Unit will be held accountable for the performance of their non-managerial supervisory duties and responsibilities including, but not limited to the following:

1. Supervising a Shift, Section, and/or a Fire/Rescue Station and directing related operation, including the supervision of all Shift, Section, or Station personnel and the oversight and maintenance of all apparatus and related equipment.
2. Supervising fire/EMS scenes and incidents, including the direction of personnel and equipment, as required.
3. Assigning work duties to all assigned subordinate personnel.
4. Reviewing and evaluating the performance of subordinate personnel.
5. Recommending and administering disciplinary action and conducting informal inquiries, as assigned and/or required.
6. Training and/or administering the training of assigned subordinate personnel, including precepting probationary firefighters and/or EMS personnel and administering their probationary testing.
7. Enforcing all District and Departmental rules, regulations, policies, procedures and guidelines, and making recommendations concerning revisions thereto.
8. Ensuring the safety of personnel in the fire Stations, EMS Team Stations and other work sites through the proactive administration of the Department’s safety programs.
9. Timely and accurately completing all forms, reports, and other paperwork relating to Shift/Selection operations, fire and rescue incidents, daily activities and personnel matters.
10. Temporarily transferring/assigning subordinate employees to different assignments, as required.
11. Participating in the administration of Departmental overtime and release from duty policies.
12. Making recommendations for assigned Section and/or program budgets.
13. Administering and participating in public education programs.

14. Participating in committees, task forces, or other work groups, as assigned by the Fire Chief.
15. Working as part of, and supporting the positions of, the Fire Department and the District.
16. Performing such other duties and responsibilities as are required under Department rules, regulations, policies, and/or as assigned by the appropriate management authority.

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Article 4 – Recognition

The District recognizes the Union as the exclusive bargaining agent for all employees in the job classifications included in PERC Certification No.1608. Currently included in the supervisory “B” Bargaining Unit are all employees of the Reedy Creek Improvement District’s Fire Department in the classifications of:

Battalion Chief

Captain

Employees in these classifications shall be covered by the terms of this Agreement unless excluded by mutual agreement of the parties or excluded from the bargaining unit by PERC.

All other District/Department employees, as listed, are excluded from the supervisory bargaining unit and shall not be covered by the terms of this Agreement.

Chief

Deputy Chief

Assistant Chief

Assistant Manager

Commander

Clerical personnel

Lieutenant

Assistant Supervisor

Engineer

Inspector

Sprinkler Inspector

Fire Plans Examiner

Firefighter/Paramedic/EMT

Paramedic/EMT

Communicator

Article 5 – Scope

Section 1: *Activity Covered*

This Agreement covers any form of fire protection, emergency medical service, and related fire/emergency medical services provided by the District within the District's boundaries.

Section 2: *Municipality Fire Departments in District Not Covered*

This Agreement shall not include any future municipality, within the District boundaries, which provides its own fire/emergency medical service. In the event any future municipality does not have, nor has the District provided fire/emergency medical services, then such services shall be included within the scope of this Agreement.

Section 3: *District may Provide Fire Protection for Municipalities within District*

Any form of fire protection, emergency medical service, or related fire services provided by the District for any present or future municipality within the District shall be included within the scope of this Agreement.

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Article 6 – Management Rights

Section 1: *Definition*

Except as expressly and clearly limited by the terms of this Agreement, the District reserves and retains exclusively all of its normal and inherent rights with respect to the management of the District's Fire Department, including but not limited to:

- its right to select and direct the number of employees assigned to any particular classification of work
- to establish and change work schedules and assignments
- to lay off, terminate, or otherwise release employees from duty for lack of work or just cause
- to make and enforce work rules and rules for personal grooming and the maintenance of discipline
- to determine the number, location, or relocation of Fire Stations; and
- to institute technological changes
- and otherwise to take such measures as management may determine to be necessary to the orderly, efficient and economical operation of the District's Fire Department.

Section 2: *Work Activity – Personnel Assigned to 24-Hour Shift*

In the interpretation of this Article, the Union acknowledges that the District has the right to schedule work activity at any time throughout the twenty-four (24) hour shift.

Section 3: *Work Activity – Personnel Assigned to Alternative Shift(s)*

In the interpretation of this Article, the Union acknowledges that the District has the right to schedule work activity at any time throughout the scheduled (8, 10, 12, 16 hour) shift.

Section 4: *Work Schedules*

The District, as defined above, reserves the right to assign personnel to shift (24 hrs.) and/or other alternative shifts (8, 10, 12, 16 hrs.). When the reassignment of duties, 24-hour shift to alternative shift or vice versa occurs, the affected employee(s) will normally be given a sixty (60) calendar day notice of the reassignment.

All reassigned personnel must meet the operational needs, qualifications, certifications and experience of the assigned position, as determined by the Fire Chief. In the case of an emergency, as determined by the Fire Chief, personnel may be assigned as needed to insure operational efficiency.

Article 7 – No Strike No Lockout

Section 1: *No Strike – No Lockout*

The Union recognizes that under the Constitution and laws of the State of Florida, it is precluded from invoking the right to strike. “Strike” means the concerted failure to report for duty, the concerted absence from one’s position, the concerted stoppage of work, the concerted submission of resignations, the concerted use of sick leave, picketing or demonstrations that block ingress or egress to the District’s facilities or interfere with the business operations of the District or its taxpayers, or the concerted abstinence in whole or in part from the full, faithful and proper performance of the duties of employment with the District. There shall be no lockout by the District.

Section 2: *Failure to Cross Picket Line – Violation of Agreement*

Failure of any employee covered by this Agreement to cross any picket line established at or near the District’s premises is a violation of this Agreement.

Section 3: *Union’s Responsibility to Prevent Work Stoppage, Picketing, Strike or Disruptive Activity*

The Union shall not sanction, aid or abet, encourage or condone a strike as defined in Section 1 of this Article and shall undertake all reasonable steps to prevent or terminate any strike. No employee shall participate or engage in a strike. Any employee who participates or engages in a strike shall be subject to disciplinary action, including discharge. The failure of the District to exercise this right in any instance shall not be deemed a waiver of this right in any other instances, nor shall the District’s right to discipline all employees for any other cause be in any way affected by this Section.

Section 4: *Enforcement of Article 7*

A breach of any provisions of this Article by either party will entitle the aggrieved party to injunctive relief, in a Circuit Court of the State of Florida, in addition to any other remedies under the law.

Section 5: *Recognition of the Right of Employees to Engage in Activity Protected by the First Amendment*

Hand billing is not prohibited by this Article. Nothing in the Agreement shall be deemed to prohibit the proper exercise of First Amendment rights by the Bargaining Unit Employees or to otherwise waive such rights.

Article 8 – Non-Discrimination

Section 1: *Union Membership*

The Union and the District agree there shall be no discrimination against employees who engage in Union activity, affiliation or membership.

Section 2: *Non-Discrimination*

The District agrees to be fair and impartial in all its relations with employees and applicants without regard to race, religion, color, sex, sexual orientation, national origin, age, marital status, covered veteran status, mental or physical disability, pregnancy, or any other status protected by state or federal law.

The Union and the District agree that harassment, discrimination or retaliation in violation of this Agreement or applicable law is unacceptable.

Section 3: *Language Disclaimer*

The parties have made every effort to use non-gender specific language and their intent is that all provisions are gender neutral.

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Article 9 – Union Business and Dues Deduction

Section 1: *Union Business*

The District shall pay Union Officers and Union representatives only when they perform assigned fire, rescue, EMS and administrative duties and/or work directed by the District. To the extent that these employees wish to perform Union duties (such as negotiations, attending Union conventions, etc.) during their normal work schedules, they may utilize annual leave, Union Leave, or Shift exchange; provided, however, that they comply with the rules applicable to annual leave, Union Leave or Shift exchanges.

The Union agrees to indemnify and hold harmless the District, its agents, employees and officials from and against any claims, demands, damages or causes of action (including but not limited to claims, etc., based on clerical or accounting errors caused by negligence), or any nature whatsoever, asserted by any person, firm or entity, based on or relating to any payroll deduction required or undertaken under this Article, and agrees to defend (at its sole expense) any such claims against the District or its agents, employees or officials. The term “officials” as used herein, includes elected or appointed officials.

Management maintains the authority, in its sole discretion, to authorize leave with pay for union activities when it is in the best interest of the Department and/or the District.

Section 2: *Union Leave*

- A. The Union will maintain a Union Leave Account for the purpose of enabling Union Officers, Executive Board Members, or their designees, to attend Union activities and/or events without loss of pay or benefits, provided there is an adequate balance in the Union Leave Account.

Authorized use of Union Leave for B Unit members shall be approved as listed below and the deduction from the Union Leave Account shall be on an hour-for-hour basis.

Notifications for Union Leave shall be in writing and shall be submitted to the Fire Chief, or their designee, at least twelve (12) hours prior to the commencement of Union Leave. When it is not feasible to submit a written notification providing twelve (12) hours’ notice, a verbal notification may be made stating the reason for the short notice, and this verbal notification shall be later confirmed in writing.

- B. The District shall create a Union Leave Account and provide a total of 2000 hours annually for the purposes set forth in this section 2 and for any approved leave taken by the Union Officers, Executive Board Members, or their designees to attend Union activities and/or events. Leave for more than one 40 hour per week employee in a section shall be subject to the District’s approval. For clarity, the Union and the District will execute an MOU confirming that the Union Leave Account will cover any leave time taken under this Agreement and the A Unit

Agreement, and that any current or existing union leave accumulation program will end as of the December 31, 2021. The Union may roll over a maximum of 750 hours of leave so that no more than 2750 hours will be available in the Union Leave Account in any given year.

- C. With the approval of the Union's President, the Union may request from its member's additional voluntary donations and deductions of paid time off. The voluntary donation may be deducted from an employee's annual account and must be in writing and accompanied by the signature of the employee donor volunteering for the deduction. All additional donations and deductions shall be credited to the Union Leave Account.

Section 3: *Dues Deduction*

Withholding of Wages – The District agrees to withhold from the wages on each payroll week, uniform weekly membership dues, initiation fees and one Union check-off for each employee who signs and submits an authorization card, the acceptable form of which is shown on attached Addendum "A". The District shall forward such dues in the amount certified to be current by the Secretary-Treasurer of the Union, on or before the third week following the last week in the month in which the dues are deducted. The Union agrees to indemnify and hold harmless the District against any and all claims, suits or other forms of liability arising out of the deduction of money for Union dues from employee's pay. The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the Treasurer or other properly designated official of the Union. The acceptable form to be used for withdrawal from check-off is shown as Addendum "B."

No deduction shall be made from the pay of any Bargaining Unit member for any payroll period in which his/her net earnings for that period, after other deductions, are less than the amount of dues to be checked off. Upon returning to a full pay status, after dues deductions have been stopped, such dues will re-start automatically and without further authorization from the member.

The Union agrees to indemnify and hold harmless the District, its agents, employees and officials from and against any claims, demands, damages or causes of action (including but not limited to claims, etc., based on clerical or accounting errors caused by negligence), or any nature whatsoever, asserted by any person, firm or entity, based on or relating to any payroll deduction undertaken under this Article, and agrees to defend at its sole expense any such claims against the District or its agents, employees or officials. The term "officials" as used herein, includes elected or appointed officials.

Article 10 – Hours of Work and Block Pay

Section 1: *Workweek – Payroll Week*

Both the workweek and payroll week are periods of seven (7) days, starting at 0700 hours on each Sunday and ending at 0659:59 hours on the same day in the following week.

Section 2: *Payroll Day*

A payroll day is a period of twenty-four (24) hours starting at 0700 hours and ending at 0659:59 hours the following day.

Section 3: *Work Period*

A. **TWENTY-FOUR (24) HOUR SHIFT | FORTY-EIGHT WORK WEEK PERSONNEL**

1. Employees shall be scheduled to work one (1) shift of twenty-four (24) hours starting at 0700 hours, followed by forty-eight (48) hours off-duty.
2. The work week shall average forty-eight (48) hours per week on an annual basis. This work week shall consist of the employee working six shifts out of seven with the shift off scheduled by the District within a regular rotation.

B. **40-HOUR PERSONNEL**

Forty (40)-hour per week employees can be scheduled to work a minimum of eight (8) hour shifts for five (5) consecutive days, or ten (10) hour shifts for four (4) consecutive days. Employees will be scheduled consecutive days off unless otherwise requested by the employee and approved by their supervisor.

Section 4: *Block Pay*

As a salaried employee, a Battalion Chief or Captain is not entitled to block pay to compensate for regular workload, even if the workload exceeds the normal scheduled hours in a workday or workweek. Employees who are required by their supervisor to work additional hours shall be compensated in Block Pay amounts and in accordance with the following:

<u>Additional Hours Worked</u>	<u>Compensation</u>
1 Minute --:59 Minutes	None
1 – 5:59 hours	\$ 210.00
6 - 11:59 hours	\$ 500.00
12 – 17:59 hours	\$ 675.00

18 – 24 hours

\$ 1200.00

It is agreed that the Union will continue responsibility for the distribution and assignment of block pay in accordance with qualifications required by the District. A Union official will be provided access to a telephone to obtain the needed block pay commitment.

The District reserves the right to offer block pay schedules in increments of less than twenty-four (24) hours. Such administration will include the District's ability to require and enforce block pay schedules in the following manner:

Using the current block pay system, should a refusal of block pay be made by the employee who appears first in the roster, and upon contact by the District, no other employee in progression accepts said block pay, the employee initially contacted will be required to work the block pay.

Section 5: *Payday*

Employees shall be paid weekly by direct deposit. If, however, the A Unit either agrees to a bi-weekly pay period or has it imposed upon them pursuant to the impasse process, the B Unit will move to a bi-weekly pay period. Earning Statements will be posted and available for review on Thursday after 0700 hours following the end of each payroll week through the District's Employee Self Service System. The Employee Self Service System must have remote access and will be available at work and at home barring unforeseeable circumstances, system down due to a storm, or otherwise

Section 6: *Meal Periods – 24 Hour Employees*

A. 24-Hour employees will be allotted two (2) meal periods during the course of their Shift. These meal periods will be at the discretion of the employee based on work and/or alarm activity.

B. Eating Facilities

The District will provide clean and sanitary eating facilities, including cooking area and utensils. Employees will be allowed to eat meals in facilities other than the Fire Station when circumstances dictate it to be convenient while out of the Fire Station.

C. Lunch and Supper Periods Not Free Time

Meal and supper periods shall not be construed as free time and all employees shall remain ready and available for emergency responses during these periods. Public tours will normally not be conducted in the eating areas of the Stations during prescribed lunch and supper periods.

Section 7: *Meal Periods – 40-Hour Employees*

40-Hour personnel will be allowed a meal period as near as practical to the middle of their Shift. Non-exempt 40-Hour employees shall be paid for any time worked during their meal period.

Section 8: *Reduced Activity Periods*

The use of beds will be permitted after 1700 hours. The period that 24/48-Hour personnel may sleep will be from 1700 until 0659 hours.

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Article 11 – Working Out-of-Classification

Section 1: *Working in Higher Classifications*

Supervisory employees, as recognized in Article 4, may be assigned to work in a higher classification based upon operational need and qualifications of the employee, as determined by the appropriate Deputy Chief or the Fire Chief. Employees who are assigned to work in a higher classification will be paid:

Battalion Chiefs (48-hour) working out-of-classification shall be paid \$100.00 for any out-of-class assignment in a 24-hour period beginning each day at 0700 hours.

Captains, and Supervisors (40-hour) working out-of-classification shall be paid \$50.00 per shift for any out-of-classification assignment.

Section 2: *Working in Other Classifications*

It is recognized that a supervisor, as recognized by Article 4, has duties that are largely of a supervisory nature. Accordingly, supervisors shall not normally perform manual labor, such as that performed by the employees as herein defined, except:

1. For emergency purposes (Ex: natural disasters, mass casualty incidents, declared state of emergency, situations that require immediate action in call to service)
2. To protect District property and/to insure the safety of employees and the public.

Article 12 – Shift Exchange

Section 1: 24-Hour Battalion Chiefs

- A. Shift Exchange is done voluntarily by the employees and not at the behest of the District. The reason for trading time is not due to the needs of the District's business operations. The District shall maintain records of all Shift Exchanges.
- B. Responsibility and liability for Shift Exchanges, paybacks and initiations shall be solely that of the employees involved in the actual Shift Exchange.
- C. When the employee agreeing to work for another employee is unable to report for duty due to illness, it is the employee's responsibility to notify the normally-scheduled employee's supervisor of the illness. Further, the employee and the supervisor shall attempt to locate the employee normally-scheduled to work and notify them of the situation. In the event the employee normally-scheduled to work cannot be located, the employee agreeing to work shall attempt to locate another employee to fulfill the Shift Exchange obligation. If the employee agreeing to work has made every effort to locate another employee to fulfill the Shift Exchange obligation, but is unsuccessful or fails to report for the agreed upon Shift Exchange, then the employee who was normally scheduled to work shall have their pay reduced for the amount of monies that was lost as a result of the absence during the pay cycle that the Exchange was scheduled or occurred.
- D. In the event the employee agreeing to work for another employee becomes ill during a Shift Exchange, then the employee will be relieved from duty and the employee who was normally scheduled to work shall have their pay reduced for the amount of monies that was lost as a result of the absence during the pay cycle that the Exchange was scheduled or occurred.
- E. Absence or tardiness on any Shift Exchange will be documented and the employee agreeing to the Shift Exchange may be subject to disciplinary action for any violation according to rules and regulations of the Department.
- F. Requests for all Shift Exchanges shall be made electronically. Shift Exchange shall not be denied except for extraordinary cause. The Notice shall be submitted no later than twelve (12) hours prior to the intended Shift Exchange. Once approved, the Shift Exchange request will be recorded electronically.
- G. Shift Exchanges may be approved by a Commander on an individual basis without the time limitation being applicable.
- H. There shall be no limit to Shift Exchanges.
- I. Shift Exchanges shall be between two (2) individuals, per exchange, except for extenuating circumstances where two (2) individuals may exchange for one (1) at the discretion of the Commander.

- J. In the event of training activities that are unique, special, infrequent, or the last opportunity, Shift Exchanges may be denied, provided the Fire Chief and the Union President mutually agree in advance that said training meets the above conditions. Such agreement shall not be unreasonably withheld. All reasonable requests for alternative arrangements to attend such training shall be considered. Any dispute regarding the nature of the training shall be resolved by the District's Labor Relations Officer.

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Article 13 – Job Classifications and Salary Ranges

Section 1: Salary Ranges

The base salary ranges for the job classifications of Battalion Chief and Captain during the term of this Agreement are as follows (subject to the possible Consumer Price Index (“CPI”) adjustment in the Maximum Salary discussed below):

	Min	Mid	Max
Captain	\$ 67,406	\$ 89,874	\$ 112,343
40-Hour (all 40-hour “B” Unit Supervisory Staff)			
Battalion Chief	\$ 70,776	\$ 94,368	\$ 117,960

24/48-Hour (all twenty-four/forty-eight-hour B-Unit Supervisory Staff)

Pay increases, however, shall not increase an employee’s pay beyond the maximum amount of the salary range (“Maximum Salary”). Whenever an employee’s salary exceeds the Maximum Salary, then the employee shall receive an increase in salary only as necessary to bring the employee’s pay to the Maximum Salary and a lump-sum payment of up to 2% of the Maximum Salary. In no case, however, will the combination of a salary increase and the lump sum payment exceed 3.5%. For clarity, and as an example only, if the employee’s salary exceeds completely the Maximum Salary, the employee will receive 2% lump sum; on the other hand, if an increase in the employee’s salary of 2.5% would take the employee’s salary up to the Maximum Salary, then the employee will receive only a 1% lump sum payment. In those cases, where all or a portion of the pay increase takes the employee’s salary over the Maximum Salary, then the amount of the increase exceeding the Maximum Salary will be given to the employee in a lump sum in the first pay period in February of each year of this agreement. Beginning in 2022, and for the term of this Agreement only, the Maximum Salary under this Agreement will be increased based on the increase in the CPI as of November 30 of the prior calendar year, but in no event will the CPI result in an increase in the Maximum Salary greater than 4%. If the CPI is negative, however, the Maximum Salary will not be decreased.

Attached to this Agreement as Exhibit A is a spread sheet showing the back pay amounts for 2019-2020 for the current members of the bargaining unit (and those who have left the unit during 2019 or 2020), and the projected pay increases for the current members of the bargaining unit through 2023 under the terms of this Article 13, and assuming no increase in the CPI. Exhibit A also contains an example of how a 1.5% increase in the CPI would impact the Maximum Salary during the term of this Agreement. The back-pay shown will be made in a lump-sum, based on the salaries shown on Exhibit A (and any retirement or end of service date), no later than 30 days after both parties execute this Agreement. The lump-sum payments will not include any contribution to the Florida Retirement System regardless of any other language or policy to a contrary effect in this

Agreement or otherwise. Employees who are reassigned to/from 40-hour Battalion Chief and 24/48-hour Battalion Chief will maintain the same annual base salary.

Section 2: Salary Ranges for New Classifications

If the District hereafter establishes any new or substantially changed job classifications or work operation, it will give as much notice thereof to the Union as is possible, and will discuss same if requested. The new job classification and salary range for any new job classification will be established by the District. If the Union does not agree with the salary range for the job classification, the Union shall submit a written grievance at the third (3rd) step of the Grievance Procedure within five (5) calendar days as defined in Article 17, Section 3C, after implementation of the new salary range. In the event a higher salary range is agreed upon through the Grievance Procedure or imposed through arbitration, it shall be effective retroactively as of the date the job classification was created.

Section 3: Wage Rates – New Employees

In determining the salary range for new employees, the District reserves the right to apply range penetration anywhere within the salary range. The parties agree that the District retains the sole discretion to administer the system in evaluating prior work experience and its appropriateness for salary range penetration credit. The parties also agree that voluntary service shall not be considered for salary range penetration credit.

Section 4: No Employment with Other Public Firefighting Agencies or Related Services

An employee may not work or volunteer for any public agency in a position covered by Florida Statutes Section 112.18 while employed by the District. This prohibition includes concurrent, off-duty, PTO, Leave, or any other time. The only exception to this rule is exigent or emergency situations, or when the employee is acting as a Good Samaritan as defined by Florida Statutes.

Article 14 – Seniority and Layoffs

Section 1: *Definition of Seniority*

Seniority is defined as the period of continuous service with the District's Fire Department since the last day of hire.

Section 2: *Principles of Seniority*

Seniority shall be recognized as beginning on the date of hire into, or promotion to, a classification covered by this Agreement. Seniority will cease in that classification on the date of promotion or demotion to a new classification, and shall be kept in each member's District personnel record.

The principles of seniority shall be observed in layoffs and recalls and as otherwise provided for in this Agreement. The Fire Chief may take seniority into consideration for the purposes of Shift, Station or duty assignments.

Section 3: *Dispute on Seniority Subject to Grievance Procedure*

Any dispute between the Union and Management on the application of the seniority principles shall be subject to the Grievance Procedure.

Section 4: *Termination of Seniority*

Seniority and the employment relationship shall terminate when an employee:

- A. Resigns.
- B. Is discharged for just cause.
- C. Is absent for two (2) consecutive unexcused work shifts.
- D. Is laid off for a continuous period of thirty-six (36) months or more.
- E. Fails to report at the end of a leave of absence.

Section 5: *Layoff According to Seniority*

Whenever it becomes necessary to reduce the work force, the employee(s) will be reduced in rank by classification in accordance with their seniority. When a reduction in force is required of a classification covered by this Agreement, the employee with the least seniority in the affected classification will be reduced to the previously held classification. Layoffs will be by classification in accordance with Fire Department seniority.

Section 6: *Notice of Layoff*

Six (6) weeks' advance notice of layoff will be given to an employee, but in no event less than two (2) weeks' notice, except due to conditions beyond the control of the District such as fire, flood, hurricane or other acts of God, civil disturbances and threats of harm.

Section 7: *Laid-Off Employees Retain Seniority for Thirty-six (36) Months*

Employees on layoff for thirty-six (36) months or less and who are recalled will maintain their seniority dates and continuous service dates for purposes of District benefits.

Section 8: *Recalls in Accordance with Seniority*

Employees who have been laid off as a result of the curtailment of operations shall be recalled by classification in accordance with their seniority. Recalls in accordance with seniority shall occur prior to the District filling any bargaining unit vacancies from within or attempting to hire any vacated bargaining unit positions through public notice.

Section 9: *Recall Procedure*

A laid-off employee shall be notified of the employee's recall by telephone and certified mail at least twenty-one (21) business days prior to the date the employee is required to report. A copy of any such written notice shall be mailed to the Union.

Section 10: *Correct Address and Telephone Number*

Failure of an employee to notify the Human Resources (HR) Department, Fire Department Administration, and the Union of an address and telephone number change will relieve the District and the Union of its responsibility of notification to the employee under any Article of this Agreement.

Section 11: *Failure to Report from Layoff*

An employee who fails to report for work as scheduled on recall from a layoff shall be considered to have voluntarily terminated employment, unless such an employee has notified the District of personal illness or a death in the immediate family prior to the date the employee was scheduled to report to work.

Section 12: *Promotion to Non-Bargaining Unit Position*

Any employee promoted to a non-bargaining unit position in the Fire Department shall retain accumulated seniority for a period not to exceed one (1) year from the date of accepting such position.

Article 15 – Discipline, Standards of Conduct and Discharge

Section 1: *Standards of Conduct*

High standards of conduct are necessary to preserve the District's public image and to ensure a safe and effective working atmosphere.

Section 2: *Discipline for Sufficient Reason*

- A. The District has a right to issue reprimands, suspend, discharge, or otherwise discipline any employee for just cause, and this right is reserved exclusively to management. All officers and District officials have the duty to administer timely correction to ensure efficiency, good order and morale. Properly administered discipline is designed to prevent the need for later and more severe corrective action. The District will make its determination based upon the facts, circumstances and severity of the case giving due consideration to the employee's prior work record and longevity. Any employee who feels that their discipline is unwarranted shall have recourse to the Grievance and Arbitration Procedures provided in this Agreement.
- B. Employees will be advised they have the right to the presence and advice of a Union representative before any disciplinary action, or questioning for the purpose of such action, is taken. The District will make reasonable efforts to accommodate requests for specific Union representation when said representative is readily available on shift.
- C. Employees, upon request, may review their personnel file with supervision. Such requests will be honored as soon as is reasonably practical.

Section 3: *Disciplinary Procedures*

- A. For the purpose of this Section, coaching/counseling is not considered disciplinary action and is intended to identify and correct deficiencies and to avoid the need for future disciplinary action.
- B. Oral and written reprimands will be considered for a period of one (1) year. Suspensions shall be considered active for a period of two (2) years.
- C. Bargaining Unit employees will not be required to conduct investigations of other Bargaining Unit employees. The only exception to this would be in the case of the Safety Committee investigating job-related accidents or illnesses.
- D. VERBAL REPRIMANDS –verbal reprimands may be given for less serious violations and will specifically state the nature of the violation. It shall also be signed by the employee, not in admission of the offense, but in acknowledgement that a copy of the reprimand has been delivered to the employee.
- E. WRITTEN REPRIMANDS - Written reprimands may be given after a verbal reprimand for the same offense or as an initial discipline where the offense is of a

more serious nature but not serious enough to warrant suspension or discharge. When the District reduces a reprimand to writing, it will specifically state the nature of the violation and shall be signed by a superior Officer, who will present and discuss the reprimand with the employee. It shall also be signed by the employee, not in admission of the offense, but in acknowledgment that a copy of the reprimand has been delivered to the employee.

- F. **SUSPENSIONS** – Disciplinary suspensions, with or without pay, may be given after a written reprimand for the same offense or where the offense is of a more serious nature but not serious enough to warrant discharge. When the District issues a disciplinary suspension, it shall be reduced to writing in the form of a written record and will specifically state the nature of the violation. It shall be signed by a superior Officer, who will present and discuss the suspension with the employee. It shall also be signed by the employee, not in admission of the offense, but in acknowledgement that a copy of the written record has been delivered to the employee.
- G. **DISCHARGE** – Any employee may be discharged for just cause, which may include, but is not limited to the following:
1. Insulting, arguing, being discourteous, or using profane language in the presence of the public.
 2. Fighting, regardless of who provokes it, may result in automatic termination of both parties involved.
 3. Assault and/or battery.
 4. Falsification of records, such as medical forms, time-cards, employment applications, departmental records, etc.
 5. Using, being in possession of, or being under the influence of narcotics, intoxicants, drugs or hallucinatory agents during working hour or reporting to work under such condition; possessing or selling narcotics, illegal drugs or hallucinatory agents on or off duty; or attempting to sell, procure, or abuse illegal, controlled substances or alcoholic beverages while on duty or while operating or riding in or on the District's equipment.
 6. Conviction of or plea of guilty, to any morals charge or of a felony.
 7. Violation of operating rules and procedures which may result in damage to District property or in bodily injury.
 8. Gambling.
 9. Sleeping during active work hours without permission.
 10. Insubordination.

11. Unexcused or unreported absence of two shifts.

12. Leaving work assignment without approval of a superior Officer.

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Article 16 – Investigations

Section 1: *Definitions*

- A. “Informal inquiry” means a meeting by supervisory or management personnel with an employee about whom an allegation of misconduct has come to the attention of such supervisory or management personnel. The purpose of such meeting is to mediate a complaint or to discuss the facts to determine whether a formal investigation should be commenced.
- B. “Interrogation” means the questioning of an employee by the employer in connection with a formal investigation or an administrative proceeding, excluding Civil Service or arbitration. Questioning pursuant to an informal inquiry shall not be deemed to be an interrogation.
- C. The District will make every effort to ensure that investigations are initiated within thirty (30) days of becoming aware of the alleged occurrence. All investigations shall be completed, and discipline, if any, meted out within ninety (90) days unless there is a pending criminal investigation. If the District deems it necessary to suspend an employee pending the outcome of its investigation, the employee may be suspended with or without pay, in the Fire Chief’s sole discretion, until the investigation’s conclusion. If an employee is arrested and a criminal investigation is on-going, the employee will be suspended without pay. In such situations, discipline, if any, will be meted out within 30 days of the completion of the criminal proceedings.

Section 2: *Informal Inquiries*

The employer will be permitted to conduct “informal inquiries,” and thereby avoid the requirement of a “formal investigation,” but only under the following circumstances:

- A. An “informal inquiry” normally relates to matter of a routine and non-criminal nature.
- B. It shall normally be conducted by the employee’s immediate supervisor or other Fire Department management, in a one-on-one setting during the employee’s regularly scheduled working time and at the regularly assigned duty Station.
- C. It shall be conducted without a verbatim (taped or otherwise) record made of the inquiry, except by mutual consent.
- D. If a law enforcement agency has initiated any of the charges, the employee shall be so advised.
- E. During the inquiry or an investigation which the employer deems an informal inquiry, the employee has the right (at any time) to have the inquiry halted and treated as a formal investigation.

Section 3: *Interrogations – Formal*

When an internal administrative investigation is initiated by the Fire Department against an employee and where a statement is required from the accused employee, the interrogation shall be conducted under the following conditions:

- A. The interrogation shall be conducted at a reasonable hour, preferably while the accused is on duty, unless the seriousness of the investigation is of such degree that an immediate action is required. If the accused is off duty at the time of the interrogation, the time spent by the accused in the interrogation shall be considered time worked and appropriately compensated. If it occurs while on-duty, a commanding officer or a supervisor of the accused shall be notified of the interrogation.
- B. If the interrogation is conducted by or for the Department, it shall take place in a Fire Department building, whenever possible.
- C. The accused shall be informed of their right to Union representation as well as the rank, name, and command of the officer in charge of the investigation, the interrogating party and all persons present during the interrogation. All questions directed at the accused shall be asked by one interrogator at any one time.
- D. Prior to an interrogation beginning, the accused shall be informed, in writing, of the nature of the investigation. This shall include the regulation(s) allegedly violated, the date and time of the violation (if applicable), and a general description of the circumstances of the alleged misconduct. The accused shall be informed beforehand of the names of all complainants. All identifiable witnesses shall be interviewed, whenever possible, prior to the beginning of the investigative interview of the accused. All witness statements, supporting documentation and/or evidence used in the investigation shall be provided to the accused prior to the start, but not less than one (1) hour, of the accused employee's interrogation. No person named or identified shall be harassed or retaliated against by any employee or Union representative.
- E. Interrogations shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.
- F. The accused shall not be subjected to abusive or offensive language or threatened with transfer, dismissal or other disciplinary actions. No promise, reward, threat, or action shall be made as an inducement to answering any question.
- G. No mechanical device, including, but not limited to polygraph, psychological stress evaluator, et al, shall be forced onto an accused, nor shall disciplinary action be taken against an accused who refuses to submit to such testing.
- H. A complete record of any interrogation shall be made, and if a transcript of such interrogation is made, the employee under investigation shall be entitled to a copy without charge. Such record may be electronically recorded.

- I. Nothing contained in this Article shall constitute a waiver of employee rights granted under Florida Statute 112.82.

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Article 17 – Grievance and Arbitration Procedure

Section 1: Definitions

- A. GRIEVANCE - A grievance, within the meaning of this procedure, is defined as a dispute or difference of opinion between the parties concerning the meaning, interpretation, application or alleged violation by the District of this Agreement.
- B. TIME LIMITS - The parties recognize that it is important that grievances be processed and resolved as rapidly as possible; therefore, the number of days specified in each section, subsection, and sentence of this Article shall be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may be extended by mutual agreement as evidenced by a waiver, in writing, signed by the District Labor Relations Officer or designee and a Union official; otherwise, the grievance shall be regarded as withdrawn and considered as settled on the basis of the District's answer, in writing, at the last step of the grievance procedure by the Union.

Section 2: Grievance and Arbitration Procedure

- A. STEP ONE (1) – An employee, believing that they have suffered a grievance shall discuss the matter with the Commander, Assistant Chief or Deputy Chief, whomever initiated and authorized the basis for the grievance, within twenty (20) business days (as defined in Article 17, section 3C) of the grievant's knowledge of the incident or from when the grievant should have reasonably known of the incident. The employee may choose whether to discuss the matter with or without the assistance of their Union representative. In the event that an initial resolution is reached without Union representation, the Union shall be informed of the issue and resolution. Any resolution made at Step One of the grievance procedure shall be made without precedent or prejudice to either party and shall not be utilized in any fashion as interpretation of the Collective Bargaining Agreement. Should the Union believe that the resolution does not conform to this Agreement; the Union may file a written grievance at the appropriate step.
- B. STEP TWO (2) – If the grievance has not been satisfactorily resolved at Step One, the aggrieved employee or the Union may, within five (5) business days following the answer at Step One, present a written grievance to the Fire Chief.

In the event of a grievance filed at Step Two by an employee without Union involvement, the Fire Chief shall forward the grievance to the Union office. The Union may, within five (5) business days of the receipt of the grievance, amend the original grievance and file the amended grievance with the Fire Chief.

The Fire Chief, or their designee, shall obtain the facts concerning the alleged grievance and shall, within five (5) business days of receipt of the grievance from Step One or within five (5) business days of the receipt of the amended grievance, conduct a meeting with the aggrieved employee and the Union representative.

The Fire Chief, or their designee, will notify the employee and the Union of this decision, in writing, within five (5) business days after the grievance was received and/or following the meeting date, whichever date is later.

- C. STEP THREE (3) - If the grievance is not satisfactorily resolved at Step Two, the aggrieved employee or the Union may, within five (5) business days following the answer at Step Two, present the written grievance to the Labor Relations Officer.

In the event of a grievance filed at Step Three by an individual employee without Union involvement, the Labor Relations Officer shall forward the grievance to the Union office. The Union may, within five (5) business days of the receipt of the grievance, amend the original grievance and file the amended grievance with the Labor Relations Officer. The Labor Relations Officer, or their designee, shall obtain the facts concerning the alleged grievance and shall, within ten (10) business days of receipt of the grievance from Step Two or within five (5) business days of receipt of an amended grievance, conduct a meeting with the aggrieved employee and the Union Representative. The Labor Relations Officer will notify the employee and the Union of this decision in writing within ten (10) business days after the grievance was received and/or following the meeting date, whichever date is later.

- D. STEP FOUR (4) - The Union, or the grievant if not represented by the Union, may within twenty (20) business days after receipt of the decision from Step Three, give to the District a written notice of its desire to submit the matter to arbitration.

1. The arbitrator shall be selected from a panel of arbitrators furnished by the Federal Mediation and Conciliation Service or the American Arbitration Association. The Rules of the Federal Mediation and Conciliation Service shall govern the selection of an arbitrator and the conduct of the arbitration hearing. However, upon mutual agreement, the parties may utilize the Expedited Labor Arbitration Rules of the American Arbitration Association.
2. Within ten (10) business days from the receipt of the notice to arbitrate provided by the Union to the District, a letter shall be directed by the Union to the Federal Mediation and Conciliation Service or the American Arbitration Association, requesting a list of arbitrators. Either party may, in its sole discretion, reject the initial list provided to the parties and request a second list. Within ten (10) business days after receipt of the list of arbitrators, the parties shall strike names. The Union and the District will alternately eliminate one at a time from said list of persons not acceptable until only one remains and this person shall be the arbitrator. The District and the Union will alternate in the right to first strike names in successive arbitrations.
3. As promptly as possible after the arbitrator has been selected, they shall conduct a hearing between the parties to consider the subject matter of the dispute. The decision of the arbitrator will be served upon the aggrieved employee, the Union and the District, in writing. It will be the obligation of the arbitrator to the District and the Union to make every effort to rule on the case(s) heard by them within thirty (30) calendar days of the hearing.

4. The power and authority of the arbitrator shall be limited to the application and interpretation of the terms of the Agreement as herein set forth. The arbitrator shall not have the power or authority to add to, subtract from or modify any of the terms or conditions or to limit or impair any right that is reserved to the District, the Union, or the employee(s), or to establish or change any rate of pay which has been set by this Agreement.
5. The decision of the arbitrator is final and binding on both parties and the grievance shall be considered permanently resolved.
6. Each party shall make arrangements for the witnesses called by its side for the arbitration. The District will cooperate reasonably in releasing employees to testify; however, the parties recognize that employees may also have to utilize Shift Exchange for availability to testify.
7. The expense of the arbitration shall be borne equally by the parties. Each party shall bear all costs of preparing and presenting its own case. Either party desiring a record of the proceedings shall pay for the record and/or stenographic services. Where the Union is not a party and does not represent the aggrieved employee in an arbitration proceeding, the employee will bear one half of the cost of the compensation and expenses of the arbitrator. In these instances, the District may require the grievant to make an appropriate deposit by cash, money order, or certified check to be held by the District in escrow toward payment of the arbitration costs. If there is a dispute as to the appropriate deposit, said dispute shall be submitted, in writing, to the arbitrator for resolution prior to the hearing. This deposit must be made at least ten (10) days prior to the date of the scheduled arbitration hearing.

Section 3: *Rules of Grievance Processing*

- A. Each successive step in this procedure must be followed in order. In the case of suspension or discharge or a grievance involving District policy, the grievance shall be filed at Step Two. In the case of discharge, the grievance shall be initially filed at Step Three.
- B. Each party shall make arrangements for the witnesses called by its side at each step in the procedure. The District will release on-duty employees with no loss of pay for attendance at Step Two and Three grievance meetings, provided that said requests are reasonable.
- C. All days listed in this Grievance Procedure are business days, defined as Monday thru Friday, with District designated holidays and weekends excluded.

Copies of the grievance responses at each step will be forwarded to the District's Human Resources (HR) Department and the Union office by the responding party.

Article 18 - Uniforms, Equipment and Personal Appearance

Section 1: *Work Uniforms, Protective Clothing and Equipment*

The District will furnish, at its expense, the following work uniforms, protective clothing and equipment. When the employee requests and it is determined by the District to be necessary, the District will replace uniforms, clothing and equipment that have become unserviceable or obsolete. Such replacement shall be made within a reasonable period of time. Unserviceable clothing and equipment will be turned into the District and will not be reissued. Employees assigned to one classification but working in another will not be issued duplicate equipment.

A. EMPLOYEE UNIFORM AND APPAREL ISSUANCE

5 Polo Shirts

3 short sleeve uniform shirts

2 long sleeve uniform shirts

7 pairs of work trousers

6 tee shirts*

2 Sweatshirts or 1 sweatshirt and 1 sweat pant*

1 Black Tie/Bow Tie

1 Set of raingear (as needed)

1 3 in 1 Jacket

1 baseball cap*

2 pair of gym shorts

1 pair work boots or shoes annually (or as necessary) *

1 black leather belt

EMT, Paramedic, or SOAR shoulder patches, as applicable

1 identification card

*(Issued once per fiscal year)

B. FIREFIGHTER PROTECTIVE SAFETY EQUIPMENT ISSUANCE AND GEAR

Personnel required to have and maintain, as a condition of employment, Florida Firefighter Minimum Standard, as defined in F.S. 633, shall be issued the following safety equipment and safety gear:

- 1 protective "bunker" coat
- 1 pair work gloves
- 1 pair of knee boots
- 1 protective helmet with face shield
- 1 fit tested SCBA face piece and storage bag
- 1 pair "bunker" pants
- 1 pair of suspenders
- 1 Nomex hood
- 1 pair of extrication gloves
- Wildland firefighter gear

C. PROTECTIVE EQUIPMENT

The District will provide the appropriate safety glasses, respirators/masks and hearing protection for personnel. The District will determine whether PPE items are disposable or non-disposable.

Section 2: *Laundry and Cleaning of Clothing provided by the District*

The cleaning or laundering and of the work uniforms (workpants, work-shirts, polo-style shirts and other apparel listed in Section 1A) shall be the responsibility of the employee. If a uniform becomes contaminated, the employee will utilize on-site decontamination with extractor/washer units or refer to the Logistics Officer or their designee for further mitigation. The District is responsible for supplying all items listed in Section 1A. The District shall supply each employee the equivalent of \$5.00 per pay equaling \$260.00 annually.

Section 3: *Penalty for Lost Clothing or Misuse of Clothing*

Each employee will be required to sign an authorization allowing the District to deduct from wages the amount of money necessary to replace, (except for normal use), the employee's District-furnished clothing, safety devices and/or equipment in the event the clothing, safety devices and/or equipment is not returned when required, or is defaced or is willfully damaged. An employee who willfully defaces, destroys or misuses District-furnished clothing, safety devices and/or equipment is subject to disciplinary action, including dismissal. The employee will not be held responsible for the protective clothing or equipment stolen from areas over which

the employee has no control. Uniforms damaged or contaminated in the line of duty or that have been damaged due to normal wear and tear shall be replaced by the District.

Section 4: *Personal Appearance Rules Set Forth in Writing*

It is recognized that the District may make and enforce rules relating to personal appearance. Such rules may be in writing.

Section 5: *Furnished Clothing, Safety Devices and/or Equipment Not to Be Worn Off-Duty*

District-furnished protective clothing, (Section 1B), safety devices and/or equipment (Section 1C) shall remain on the premises at all times except with the permission of the employee's Commander or during travel to and from work.

Section 6: *Payment for Lost or Damaged Personal Property*

The District agrees to reimburse the full cost for prescription eye glasses not to exceed Four hundred and fifty Dollars (\$450), and up to One hundred and fifty Dollars (\$150) for wrist watches, damaged or lost in the line of duty. The Employee must provide adequate proof of such damage or loss, the circumstances of the event, and proof of the original purchase price to the Deputy Chief or their designee.

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Article 19 – Safety and Health

Section 1: *District Responsibility*

The District will continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. The District agrees that it will furnish and maintain sanitary toilet facilities, washrooms, lockers and changing and sleeping quarters for all employees working twenty-four (24) hour shifts covered by this Agreement.

The District shall be in compliance with State and Federal guidelines concerning blood-borne pathogens. It is the responsibility of the District to provide and maintain safe working conditions, tools, equipment, and work methods for its personnel. No members of the Union shall be disciplined in any manner for initiating a complaint and/or grievance regarding safety and/or environmental conditions of their assigned station.

Section 2: *Employee Responsibility*

All employees shall obey the District's safety and health rules.

Section 3: *Health, Fitness and Wellness*

A Wellness Program shall be established and is optional for all employees of the Fire Department, but it is highly encouraged that all employees participate in the Wellness Program.

Section 4: *Medical Surveillance Examinations*

- A. Each FRS Special Risk Employee covered by this Agreement will be required to undergo an annual medical surveillance physical examination, as per the 2013 edition of the NFPA 1582 standard conducted by a licensed physician designated and paid for by the District. EMS Team Captains, as indicated above, will undergo an annual medical surveillance physical examination utilizing the 2013 edition of NFPA 1582 as the model physical examination for EMS personnel. However, EMS personnel will not be subject to the standard as related to firefighters and/or firefighting essential task as referenced in the standard.

The annual medical surveillance examination shall also include:

1. Chest X-ray (every five (5) years until the age of 40, every two (2) years at the age of 40 through the age of 50 and every year over the age of 50 unless required more frequently by the District's Medical Services provider or as per the 2013 edition of the NFPA 1582 standard or based upon objective medical evidence or upon request of the employee).
2. Stress EKGs with or without echocardiography or radionuclide scanning may be performed as a part of the yearly physical at the District's expense and where it is determined appropriate as determined by the District's Medical

Services provider or as provided by the 2013 edition of the NFPA 1582 standard. The District's Medical Services provider will utilize a treadmill test utilizing the Bruce Protocols which will allow the employee to reach eighty-five percent (85%) of the employee's target heart rate of the employee's predicted maximal heart rate, reaching at least ten (10) twelve (12) metabolic equivalents (METS), 10 minutes for women and 9 minutes for men. Stress EKG will be provided every two years to Employee's age forty (40) and over. If requested by the examining physician or the District's Medical Service's provider, a Stress EKG will be performed regardless of the employee's age.

Unless section A3 below is applicable, the examinations will be conducted off duty and must be completed within the period between 30 days before and 30 days after the employee's birth month (the "Examination Period"). The employee shall follow the District provided self-scheduling process. The District will compensate each employee \$210 for attending the physical while off duty after receiving notification from the District's medical provider that the employee has completed the medical surveillance examination. Employees who do not complete their medical surveillance examination by the end of the Examination Period will be considered not fit for duty and placed on leave without pay until such time as the employee's medical surveillance examination is complete and they have been declared fit for duty. Additionally, employees not timely completing their medical surveillance examination may be subject to the disciplinary process.

3. In 2022, at times scheduled by the District, on-site medical surveillance examination will be conducted by Life-Scan, Site-Med, or any similar provider selected by the District. Management will schedule employees for the examination. On-duty employees who are examined on-site will not be compensated; off-duty employees who are examined on-site will be compensated as set forth above in section A2. Employees who do not complete their medical surveillance examination by their designated, scheduled time will be considered not fit for duty and placed on leave without pay until such time as the employee's medical surveillance examination is complete and they have been declared fit for duty. Additionally, employees not timely completing their medical surveillance examination may be subject to the disciplinary process.
- B. In addition to the above, employees on the S.O.A.R. Team will undergo the following procedures except as otherwise noted:
1. Blood Tests to include: Glucose, BUN (Urea Nitrogen), Creatine, BUN Creatine Ratio, Uric Acid, Calcium, Phosphorus, Cholesterol, Triglycerides, Total Bilirubin, LDH, Alkaline Phosphates, SGOT, SGPT, Protein, Albumin, Globulin, A/G Ratio, Sodium, Potassium, Chloride, C02, Anion Gap, *All Metals, *Cholinesterase, *Hydrocarbons.

These items designated by an asterisk (*) are only required to be tested every two (2) years and will be included in last test prior to leaving the S.O.A.R. Team whether by request, status change, or retirement.

2. Stress EKG will be provided every two (2) years to personnel over the age of forty (40). NOTE: If requested by the examining physician or the District's Medical Services provider, a Stress EKG will be performed regardless of the employee's age.

The primary purpose of this program is to identify and inform personnel of possible occupational health risks. Employees will normally be notified within thirty (30) days of any abnormal finding requiring medical follow-up. All follow-up medical appointments will normally be made during on-duty time if possible.

Upon request, personnel may obtain a copy of their medical records from the medical facility.

Upon any exposure (as defined by OSHA and/or current NFPA standard or guideline) a medical evaluation will be provided, including follow up and treatment. If the District's Medical Services provider determines that an employee is unable to successfully complete and/or pass the aerobic capacity test (as referenced in A-2 and B-2 above), the District will make every effort to provide a limited duty position or another open position for which the employee may be qualified to the employee for a period of not less than six (6) weeks following the unsuccessful aerobic capacity test. The District is not required to create a limited duty position, nor is the employee permitted to reject an offer of a limited duty or alternate duty position for which he or she is qualified. If the District is able to provide the employee with such a position, the District will allow the employee two (2) hours of time each workday he or she is in the limited duty or alternate duty position to exercise consistent with an established exercise and fitness regimen.

The employee will be required to re-take the aerobic capacity test six (6) weeks following the unsuccessful aerobic capacity test. If the employee successfully completes the aerobic capacity test, the employee will be returned to the employee's regular job duties. If the employee does not successfully complete the aerobic capacity test, the employee will be granted a medical leave of absence beginning the business day following the unsuccessful aerobic capacity test, not to exceed a period of one (1) year, in accordance with Article 20, Sections 5 and 6.

The employee will be permitted to re-take the aerobic capacity test no earlier than twelve (12) weeks following the unsuccessful re-test.

Section 5: Safety Committee

The purpose of the Safety Committee shall be to review and analyze work-related safety concerns, accidents, deaths, injuries and illnesses. The Committee may submit recommendations to the Fire Chief, Emergency Services pertaining to equipment, unsafe or hazardous working conditions. The Fire Chief may act upon the Committee's recommendations or may review, consider, investigate or implement changes to policies and/or procedures as appropriate.

Representatives of the District and Union will cooperate in the enforcement of all rules and practices to further safe and sanitary working conditions. Three (3) representatives from the District and three (3) from the Union shall form a Safety Committee to further this purpose. Such Committee shall meet on a quarterly basis provided agenda items are available to discuss. Agenda items may include such issues as specifications for protective clothing, equipment and apparatus; review of work related accidents; alleged hazardous conditions. Any two (2) members of the Committee may request a meeting with fourteen (14) calendar days' notice. The request must be submitted in writing to the Fire Chief setting forth the need for the meeting and items to be discussed.

The District may hold safety meetings with required attendance by every employee covered by this Agreement, on work time, as a means of improving safety and educating employees in safe practices. A Union representative may attend such meetings.

Section 6: *Safety Clothing and Equipment*

When the District shall, for safety purposes, require the use of protective clothing, shoes, safety devices and/or equipment, they will be furnished without cost to the employees.

Section 7: *Standards*

The District will purchase and provide equipment, protective clothing and devices that meet or exceed recognized safety standards (which may include, but not be limited to, the State of Florida Workers' Compensation Rules, NFPA Safety Standards, Federal Standards, U.L., U.S.B. of Mines, OSHA, NIOSH) for the tasks to be performed and will continue to evaluate the performance and reliability of new equipment as it becomes available.

Section 8: *Physical Examinations*

Applicants for employment with the District may be required to undertake a post-offer, conditional-employment medical examination. Examinations will be conducted by a licensed physician designated and paid for by the District.

An employee may be required by the District to submit to a medical examination, based upon objective and reasonable facts and observations, in the following situations:

- A. When the District needs to determine whether an employee is able to perform the essential functions of a position with or without accommodation and/or whether the employee can perform the essential functions of a position, with or without reasonable accommodation, without directly threatening his health or safety or that of others.

- B. When the District concludes that it must determine whether reasonable accommodation is required or where an employee has requested accommodation, including the nature and extent of such accommodation.
- C. When the District concludes it must acquire medical advice to determine whether a local, state or federal health or safety standard can be satisfied.
- D. When the District is obligated by law to assess, monitor and/or maintain a record of an employee's health status.

The District reserves the right to require an employee to undergo a medical examination by a licensed physician designated by the District at the District's request. If the employee disagrees with the medical opinion of the District-designated physician, the employee may select, at the employee's expense, a physician to conduct the District-required medical examination. The results of that examination must be submitted to the District-designated physician for concurrence. In the event the two (2) physicians cannot agree, the District and the employee shall select a third physician whose decision shall be binding upon the parties. The cost of the third physician shall be paid jointly by the District and the employee.

Employees whom the District determines are not able to perform the essential functions of a position, with or without accommodation, or who pose a direct threat that cannot be reasonably accommodated will be considered for reassignment to vacant positions. The District shall not be required to create "light duty" positions for permanently disabled employees. In those instances where reassignment or other reasonable accommodation is not available, the employee shall be granted a medical leave, not to exceed a period of one (1) year, in accordance with Article 20, Sections 5 and 6. Employees returning to their jobs from medical leave under this section shall not have their seniority interrupted.

Section 9: *Employee Rights*

An employee's rights to disability, worker's compensation, or other benefits are not affected by the provisions of this Article. All worker's compensation claims and disputes shall be handled under Chapter 440, Florida Statutes, and are not subject to the grievance and arbitration process set forth in Article 17.

Section 10: *Employee Immunizations*

The District shall provide immunizations as recommended by the District Medical Provider.

Article 20 – Leaves of Absence

Section 1: *Family and Medical Leave Act*

The District and the Union acknowledge that the provisions of the Family and Medical Leave Act apply to employees working under this Agreement. Thus, nothing in this Agreement shall be construed as being inconsistent with the requirements of the Act.

Section 2: *Personal Leave of Absence*

An employee's request for a personal leave of absence not to exceed thirty (30) days will be granted, without pay, for good cause, if the employee's services can reasonably be spared. All leaves of absence will be granted in writing. No leave of absence will be extended beyond thirty (30) days, nor more than one (1) unpaid leave granted in any twelve-month period, except for compelling reason. In the event that a personal leave exceeds sixty (60) days, continuation of the employee's health care coverage will be subject to COBRA. Continuous service will be accrued for all benefits which are based on length of service.

Section 3: *Leave for Union Business*

One (1) employee during the term of this Agreement will be allowed a reasonable period of leave without pay not to exceed four (4) years, if elected, to hold a full-time office with the International Association of Firefighters or the Florida Professional Firefighters.

Section 4: *Military Service Leave*

Military Service leaves will be granted in compliance with Federal and State legislation.

Section 5: *Medical Leave*

- A. An employee requesting a medical leave of absence must provide a written statement from the treating physician documenting the reason for the leave and the beginning date and estimated duration of the medical leave. Failure to comply with this provision may jeopardize the employee's eligibility for a medical leave of absence.
- B. An employee who is granted a medical leave of absence shall retain and accumulate seniority during such leave. If eligible, an employee may request payment of earned sick leave and vacation benefits. Unpaid leave shall not extend beyond thirty (30) days when paid time-off benefits are available.
- C. An employee who fails to return from medical leave of absence, or to seek a release to return to work from the medical leave of absence, will be considered to have voluntarily terminated.

Section 6: *Non-Occupational Medical Leave Exceeding One (1) Year*

Those employees whose accumulated time on non-occupational medical leave of absence totaling one (1) year will have their employment with the District terminated. The one (1) year period is calculated on a cumulative, as opposed to a consecutive basis, as outlined below:

- A. When an employee returns from medical leave and works less than twenty-six (26) consecutive working weeks and is subsequently returned to medical leave, the employee will continue to accrue time toward the one (1) year cut-off described above.
- B. When an employee returns from medical leave and works for a minimum of twenty-six (26) consecutive working weeks, the employee will begin a new one-year period.
- C. When an employee returns to work and subsequently returns to medical leave due to an unrelated medical condition, the employee will begin a new one-year period.

Section 7: *Occupational Medical Leaves Exceeding One (1) Year*

Those employees whose accumulated time on occupational medical leave of absence totaling one year will have their employment with the District terminated. The one-year period is calculated on a cumulative, as opposed to a consecutive basis, as outlined below:

- A. If an employee returns from medical leave and works less than twelve (12) consecutive working weeks and is subsequently returned to medical leave, the employees will continue to accrue time towards the one year cut- off described above
- B. When an employee returns from medical leave and works for a minimum of twelve (12) consecutive working weeks, the employee will begin a new one-year period.
- C. When an employee returns to work and subsequently returns to medical leave due to an unrelated medical condition, the employee will begin a new one-year period.

The District shall make a reasonable effort to provide limited duty work assignments to employees on occupational medical leave.

Article 21 – Boards of Inquiry

Section 1: *Investigation of Hazardous Line-of-Duty Illness or Injury*

Upon any illness or disability to a member of the Department arising out of, or occurring under hazardous circumstances in the line-of-duty, a Board of Inquiry, consisting of the Fire Chief, the Union President, or their designees, and the District's Medical Services representative shall be convened, as soon as possible, to investigate such illness or disability.

The Board of Inquiry will conduct such investigations as it deems necessary and appropriate and may determine that such illness or disability shall be exempt from and not considered as ordinary sick leave, but shall in such event, be considered and classified as hazardous line-of-duty illness or disability.

Section 2: *Determination of Hazardous Line-of-Duty Illness or Disability Pay*

Upon such determination by the Board of Inquiry, the employee shall be entitled to receive full salary for the duration of such disability; or until examined by a qualified physician and given a certificate that such disability is ended; or upon the expiration of one hundred eighty (180) days, whichever is the lesser period. Upon certification of a qualified physician, a recommendation of the Board of Inquiry, and approval of the District Administrator, the period of hazardous line-off- duty disability may be extended. The Board of Inquiry, in determining the classification of hazardous line-of-duty illness or disability, shall take into consideration the unusual, unexpected, hazardous and peculiar circumstances of the employee seeking such classification and may make such investigations and hold such hearings as they may consider necessary for fair determination of the matter. The affected employee may request union representation at such hearings. The determination of the employee's classification shall be at the sole discretion of the Board of Inquiry, and not an established right of any employee.

Section 3: *Failure to Report from Medical Leave*

An employee who fails to return from medical leave of absence or to seek a release to return to work from the medical leave of absence will be considered to have voluntarily terminated.

Section 4: *Contracted Disease*

Any employee who contracts a communicable disease recognized by, and meets the eligibility requirements within Florida Statute Chapter 112.18, PUBLIC OFFICERS AND EMPLOYEES: GENERAL PROVISION, resulting in total or partial disability or death shall be presumed to have been accidental and to have been suffered in the line-of-duty unless the contrary be shown by competent evidence.

Article 22 – Vacancies and Promotions

Section 1: *Filling of Vacancies*

When it is determined by the District that an opening exists in any job classification covered by this Agreement, notices shall be sent electronically stating the job title, job description, job duties and job prerequisites. Employees shall submit a letter of intent to become a candidate for promotion, which shall include verification of how or when the listed requirements for the position have been met. Candidates must meet or have obtained all qualifications by the closing date of the job posting. If the District determines that no employee is qualified internally for the existing opening, the District shall be free to hire external candidates that meet the external candidate requirements. The District shall determine the eligibility of all candidates. Qualified employees of the fire department will be given preference.

Section 2: *Promotional Requirements*

All positions covered by this Agreement are required to have (and maintain) a current and valid Florida Driver's license and are required to have a two (2) year college degree in Fire Science, Emergency Medical Services, or related fields from an accredited college or university.

Education reimbursement for qualifications and/or certifications required for positions covered by this article shall be at 75% in accordance with Article 23, Educational Reimbursement. Where a qualification or certification is required to be obtained after promotion, it shall be paid by the District.

Candidates must meet the following additional requirements in order to participate in a position assessment:

A. *Captain Communications*

Experience Requirements

Internal Candidates: Hiring preference shall be given to internal candidates with five

(5) years' 9-1-1 communications center experience.

External Candidates: External candidates must have seven (7) years' experience within the most recent ten (10) years assigned to a law enforcement, fire department, or EMS agency communications center.

Qualifications/Certifications

Internal and external candidates must meet or hold the following qualifications and certifications:

1. Must have and maintain a Florida 9-1-1 Public Safety Telecommunicator (PSTC) certification.
2. Must have and maintain IAED Fire and Medical Certification.
3. Have and maintain APCO Certified Training Officer certification.
4. Have and maintain APCO Communication Center Supervisor certification within one year of promotion or hire date.
5. Must obtain and maintain the IAED Quality Control Certification for both EMD and EFD within one year of promotion or hire date.

B. Captain EMS Team

Experience Requirements

Internal Candidates: Candidates must have five (5) years' experience assigned to the operations division.

External Candidates: External candidates must have seven (7) years' experience within the most recent ten (10) years providing emergency medical services.

Qualifications/Certifications

Internal and external candidates must meet or hold the following qualifications and certifications:

1. Must have and maintain a Florida Paramedic certification.
2. Must obtain and maintain Orange County Paramedic certification within 60 days of promotion or hire date.
3. ACLS and BLS Instructor Certification.

C. Captain Fire Prevention

Experience Requirements

Internal Candidates: Candidates must have five (5) years' fire prevention experience.

External Candidates: External candidates must have seven (7) years' experience within the most recent ten (10) years assigned to a fire department fire prevention division.

Qualifications/Certifications Internal and external candidates must meet or hold the following qualifications and certifications:

1. Must have and maintain a Florida Fire Safety Inspector I and Florida Fire Safety Inspector II certification.
2. Fire Investigation: Origin and Cause (FFP2610, BFST2610 or ATPC2610)
3. Arson Investigation (BFST407 or ATPC407)
4. Have a maintain NFPA or ICC certified plans examiner or NFPA Certified Fire Protection Specialist.

D. Captain Training

Experience Requirements

Internal Candidates: Candidates must have five (5) years' Operations suppression section experience.

External Candidates: External candidates must have seven (7) years' experience within the most recent ten (10) years assigned to a fire department operations suppression section in a command or officer role.

Qualifications/Certifications

Internal and external candidates must meet or hold the following qualifications and certifications:

1. Must have and maintain a Florida Paramedic certification
2. Must have and maintain Orange County Paramedic certification within 60 days of employment
3. Must have and maintain a State of Florida Firefighter II certification
4. Must have and maintain a Florida Fire Officer II certification
5. Must have and maintain Florida Fire Safety Inspector I
6. Must have and maintain a Florida Fire Service instructor I certification
7. Must have completed the Engineer Task Book (Internal Candidates Only)
8. Must have and maintain Instructor certification in PALS, ACLS, and BLS within one (1) year of promotion or hire date
9. Obtain and maintain a Blue Card IC certification within one (1) year of promotion or hire date

E. Battalion Chief 48 Hour

Experience Requirements

Internal Candidates: Candidates must have five (5) years' experience in the Operations suppression section.

External Candidates: External candidates must have seven (7) years' experience within the most recent ten (10) years assigned to a fire department operations suppression section in a command or officer role.

Qualifications/Certifications

Internal and external candidates must meet or hold the following qualifications and certifications:

1. Must have and maintain a Florida Paramedic certification.
2. Must obtain and maintain Orange County Paramedic certification within 60 days of employment.
3. Must have and maintain a State of Florida Firefighter II certification.
4. Must have and maintain a Florida Fire Officer II Certification.
5. Must have and maintain a Florida Fire Safety Inspector I certification.
6. Obtain and maintain a Blue Card IC certification within 1 year of promotion or hire date.

Section 3: *Testing System*

Captain, Supervisor, Battalion Chief

An assessment will be conducted to measure the major skill and ability dimensions of the candidates for Captain, Supervisor, or Battalion Chief. The assessment shall consist of position/rank appropriate materials relating to the following components and weighting:

- In-basket exercise (15%)
- Written Exam (10%)
- Tactical exercise appropriate for the position being considered (25%)
- An oral presentation (10%)
- A subordinate counseling/coaching session (15%)
- A panel interview (25%)

The reference materials used in the examination will be kept current, but may be amended no later than 30 days prior to the examination. All candidates will be placed in an interview process consisting of a five-person panel with one representative appointed by the Union President. The candidate will need a minimum scoring of 75 in the overall assessment to be considered for a position or eligibility list.

Section 4: *Establishing the Candidate Eligibility List*

- A. Where the District determines that two (2) or more internal candidates meet the minimum qualifications, the more qualified employee, in the opinion of the District, will be selected.
- B. Where the District determinations that two (2) or more internal candidates are equally qualified for the same vacancy, the employee with the greatest fire department seniority will be selected.
- C. A list of all qualified candidates shall be established in order of ranking. Selection will be from the top three (3) qualified candidates, unless a selected candidate declines the promotion (retaining rank order position). When those candidates have been promoted, any subsequent promotions shall be made from the remaining top three (3) candidates on the list as described herein. The list shall expire one (1) year from the posting date of the promotional list.

In administering the Assessment Center, it is understood and agreed that any objection to the assignment of a particular Assessor to a particular group of candidates must be raised at least 15 days in advance of the Assessment Center. All results from the Assessment Center will be considered final and binding.

Article 23 – Educational Reimbursement

Section 1: Purpose

The District will provide financial assistance to eligible employees who enroll in and successfully complete approved courses that are job related in accredited schools or colleges. The Educational Reimbursement Plan (“the Plan”) is designed to supplement an employee’s work experience with professional and technical education. It is not the intent of the District to reimburse employees for pursuing a degree or a preplanned college education that does not directly benefit the District.

Section 2: Scope

This Article applies to all salaried employees (exempt or non-exempt) covered by this Agreement.

Section 3: Guidelines

District Administration will be responsible for the administration of this policy. Only full-time employees, covered by this Agreement who have completed six (6) months of continuous full-time service with the District, are eligible to apply for reimbursement.

Employees who voluntarily terminate their employment with the District (or if employment with the District is terminated with good cause as defined in Florida law) within one year following the completion date of their course(s) may be required to refund the District the reimbursement they received for any course(s) taken within one year prior to termination.

A. Courses

1. Employees requesting approval for individual courses unrelated to a degree program must demonstrate that the courses are of an education or technical nature directly related to the employee’s present job duties or those to which they will be assigned in the immediate future.
2. Employees requesting approval for specific undergraduate degree programs must also demonstrate the relevance of the program to their current job duties and benefit to the District.
3. Normally, the District will not approve employees’ requests for reimbursement for Masters’ level programs.
4. The District’s Human Resources (HR) Department will make final recommendations to the District Administrator related to educational reimbursement.

B. Restrictions

1. Participants are limited to a maximum of two (2) courses per term.
2. The course(s) must be taken through an accredited school, college, or university. However, certain private schools and special courses may qualify upon administrative review for eligibility.
3. Correspondence courses, workshops, conferences, and seminars are not covered under the Plan.
4. Courses may not be attended during the scheduled working hours.

C. Plan Coverage

1. Each employee is limited to \$5,000 of educational assistance per year.
2. Books may be reimbursed at 100% of the purchase price.
3. Materials and approved equipment costs (i.e. art supplies) directly related to the course and mandated by the instructor will be reimbursed up to One Hundred Dollars (\$100) per course.
4. All courses and related costs will be reviewed and approved on an individual basis by District management.
5. Eligible salaried employees may apply for the costs of tuition and books (not to exceed the amount established above).
6. In all cases, reimbursement is for job-related courses only, and the total cost of tuition and books will not exceed the amount established above.
7. If an employee is currently receiving reimbursement from any other source, such as the Veterans Administration or other scholarship assistance, reimbursement will be as follows:
 - a. The other source pays first and the remaining difference will be reimbursed in accordance with the above.
 - b. If an employee has an educational loan, reimbursement will in the form of co-payment to the employee and the lending institution.
8. Except as set forth in this Section, reimbursement will only be paid upon successful completion of the course(s) with a grade "C" or better for undergraduate courses and a grade "B" or better for graduate courses.

Employees must submit official qualifying transcription of grades along with receipts itemizing expenses for tuition, books, and related materials (these must be received by the District no later than three (3) weeks after employees receive their grades).

9. For eligible employees taking courses that the request of the District Administration, one hundred percent (100%) reimbursement for tuition (not to exceed the amount established above) and books may be made in advance of course completion.
 - a. Courses must also meet all of the criteria as described in “Courses.”
 - b. A memo from the Fire Chief requesting one hundred percent (100%) payment in advance and stating that the applicant was requested to take the course must accompany the employee’s completed application.
 - c. This memo should be forwarded to the District Administrator for signature. Only the District Administrator can authorize payment in advance.
 - d. Upon approval by Administration, payment in advance of course completion for District Administration-requested courses will be made within three weeks of receipt of a completed and approved Educational Reimbursement application.
 - e. Employees must also submit grades and receipts as outlined in “Plan Coverage.”
 - f. Employees who fail to provide evidence of satisfactory completion and proper receipts following the completion of the course(s) will be required to refund to the District payment they received.
10. Fees such as applications, registrations, student union, student service, deferment, transportation and parking, etc. are not covered by the Plan.
11. The Plan is not retroactive. The District will not reimburse employees for courses taken prior to employment by the District, or for classes taken prior to the submission and approval of an Educational Reimbursement application.

D. Application

1. Employees must first complete the Educational reimbursement application in full prior to beginning classes.
2. In extremely limited situations, approval may be requested shortly after the start of classes if the employee satisfies the District that approval could not have been requested in advance.
3. Incomplete applications will be returned to employees for completion.
4. Employees must obtain the approval of their chain-of-command prior to submitting a request for consideration by the Human Resources Department. Once the Fire Department’s approval has been obtained, the Fire Chief will forward requests to Human Resources for consideration.

5. Human Resources will approve or disapprove the request. Human Resources will notify the Department, in writing, if there are concerns regarding the employee's request for reimbursement.
6. For District Administration-requested courses, one hundred percent (100%) reimbursement may be made in advance of course completion.
7. A memo from the Fire Chief requesting one hundred percent (100%) payment in advance and stating that the applicant was requested to take the course(s) must accompany the employee's completed application with the District Administrator approval to the Human Resources Department.
8. If a student loan was incurred in connection with the course(s), the applicant must indicate "Yes" as to educational reimbursement from other sources on the application and indicate the name of the lending institution.

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Article 24 – Holidays

Section 1: *Eligibility*

Newly hired employees are eligible for holiday pay after working thirty (30) days of continuous service providing they work their regularly-scheduled shifts prior to and immediately following such holiday. If the employee's failure to work the regularly-scheduled shift immediately before or following the holiday was due to personal illness, injury or death in the immediate family and the employee satisfies the District in this respect, that employee shall be eligible to receive holiday pay.

Section 2: *Holidays Observed*

Eligible employees will receive eight (8) paid holidays. Employees will receive the following core holidays: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day.

40-Hour/8-Hour Day Employees shall receive 32 hours of personal holidays on January 1 of each year.

40-Hour/10-Hour Day Employees shall receive 40 hours of personal holidays on January 1 of each year.

48-Hour Employees shall receive 96 hours of personal holidays on January 1 of each year.

Personal holidays are to be scheduled at a time mutually agreed upon between the employee and the District. Personal holidays are not cumulative and will be deemed lost if not taken prior to December 31st.

Employees hired after January 1 will be credited with personal holiday hours for that year based on the following formula:

1. 40-Hour/8-Hour Day Employees

<u>Hire date</u>	<u>Number of Hours</u>
a. January - March	32 Hours
b. April - July	21 Hours
c. August – December	14 Hours

2. 40-Hour/10-Hour Day Employees

<u>Hire date</u>	<u>Number of Hours</u>
d. January - March	40 Hours
e. April - July	27 Hours
f. August – December	18 Hours

3. 48-Hour Employees

<u>Hire date</u>	<u>Number of Hours</u>
g. January - March	96 Hours
h. April - July	64 Hours
i. August – December	43 Hours

Section 3: *Holiday Pay and Holiday Pay When Worked*

A. 40-Hour/8-Hour Day Salaried/Non-exempt Employees

1. Employees who do not work on the recognized holiday shall receive eight (8) hours of holiday pay at the normal straight-time rate.
2. Employees who work on the recognized holiday shall receive an alternate day off.

B. 40-Hour/10-Hour Day Salaried/Non-exempt Employees

1. Employees who do not work on the recognized holiday shall receive ten (10) hours of holiday pay at the normal straight-time rate.
2. Employees who work on the recognized holiday shall receive fifteen (15) hours of holiday pay at the normal straight-time rate plus regular pay for hours worked at their normal straight-time rate.

C. 40-Hour Salaried/8-Hour Day/Exempt Employees

1. Employees who are not required to work on a recognized holiday will receive the portion of their weekly salary that applies to the holiday, i.e. eight (8) hours.
2. Employees who work on a recognized holiday shall receive an alternate day off.

D. 40-Hour Salaried/10-Hour Day/Exempt Employees

1. Employees who do not work on the recognized holiday shall receive the portion of their weekly salary that applies to the holiday, i.e. ten (10) hours.
2. Employees who work on the recognized holiday shall receive time and one half (1.5) of the portion of their weekly salary that applies to the holiday, i.e. 15 hours.

E. 24-Hour Salaried Exempt Employees

1. Employees who do not work on the recognized holiday shall receive the portion of their weekly salary equal to one half of the 24-hour shift, i.e. 12 hours.
2. Employees who work on the recognized holiday shall receive the portion of their weekly salary equal to two-thirds of the 24-hour shift, i.e. 16 hours.

Section 4: *Holiday Pay Considered Time Worked for Computing Overtime for Salaried Non-Exempt Employees*

Pay for a holiday not worked shall be considered as time worked for purposes of computing overtime, unless the holiday falls on one of the employee's regularly scheduled days off or when a holiday falls during a vacation period.

Section 5: *Holiday Pay for Holiday during Vacation*

Should a holiday fall during the period of an employee's vacation, the employee shall be paid pursuant to Section 3 above.

Section 6: *No Holiday Pay for Schedule Holidays Not Worked*

An employee who is scheduled to work on a recognized holiday and does not work shall not be entitled to holiday pay. If the employee's absence from work was due to personal injury or illness, the employee may apply for sick leave, if eligible, but is not entitled to holiday pay.

Section 7: *Holiday Pay during Leave of Absence*

Employees on an authorized leave of absence in excess of five (5) days are not eligible for holiday benefits.

Section 8: *Holiday Pay for Holidays Falling on Weekend Day*

For employees who work a normal Monday through Friday day schedule, recognized holidays will be observed on the day set by the District Administration. All other employees, including 24-hour Shift employees, will observe the holiday on the actual holiday itself.

Article 25 – Vacations

Section 1: *Definitions*

- A. **Calendar Year** – a consecutive period of time commencing on January 1st and ending on December 31st.
- B. **Anniversary Year** – a year commencing with an anniversary of continuous service.
- C. **Conditions**
 - 1. Employees shall receive a vacation based on the number of weeks worked during the calendar year. Newly promoted employees may request the use of their accrued vacation immediately upon acceptance of the promoted position.
 - 2. Regular employees may request the use of their accrued vacation after six (6) months of continuous service have elapsed from their date of hire.

Section 2: *Vacation Accrual Formula – Two (2) Week Accrual Formula*

- A. 40-HOUR PER WEEK EMPLOYEE
Vacation hours accrued – 80/yr. (1.5384616 hours/Week)
- B. 24-HOUR SHIFT EMPLOYEE
Vacation hours accrued – 120/yr. (2.307 hours/Week)

Section 3: *Vacation Accrual Formula – Three (3) Week Accrual Formula*

Employees will begin accruing three (3) weeks of vacation on their third (3rd) anniversary of continuous service with the District.

- A. 40-HOUR PER WEEK EMPLOYEE
Vacation hours accrued – 120/yr. (2.3076925 hours/Week)
- B. 24-HOUR SHIFT EMPLOYEES
Vacation hours accrued – 168/yr. (3.230 hours/Week)

Section 4: *Vacation Accrual Formula – Four (4) Week Accrual Formula*

Employees will begin accruing four (4) weeks of vacation on their fourteenth (14th) anniversary of continuous service with the District.

- A. 40-HOUR PER WEEK EMPLOYEE
Vacation hours accrued – 160/yr. (3.076925 hours/Week)

B. 24-HOUR SHIFT EMPLOYEE

Vacation hours accrued - 240/yr. (4.615 hours/week)

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Section 5: *Vacations Not Cumulative*

Supervisory Unit employees will be allowed to accrue a maximum of two (2) years of the employee's entitlement of vacation time. Any employee reaching the maximum cap will immediately stop accruing vacation until the balance drops below the limit. Any vacation in excess of this amount not used by December 31 of each calendar year will be deemed lost without pay for the lost time.

Supervisory Unit employees with 20 years of service and hired before January 1, 2002 may continue to accrue vacation time up to a maximum of 500 hours plus one-year vacation accrual. Supervisory Unit employees hired after January 1, 2002 may continue to accrue vacation time to a maximum of 500 hours. A maximum of 500 hours of vacation may be carried over from year to year.

Section 6: *No Pay in Lieu of Time Off*

The District may not grant, nor the employee request, pay in lieu of time off for vacation.

Section 7: *Vacation Scheduling*

- A. Multiple requests for the same day will be awarded based upon promotional seniority.
- B. Typically, the District shall allow no more than one (1) twenty-four (24) hour Supervisory Unit employee per day to schedule vacation.

Section 8: *Pay Rate for Vacation*

Vacations will be paid at the employee's salary in effect at the time the vacation is taken.

Section 9: *Pay for Unused Vacation Hours at Termination of Employment*

All permanent employees who have been continuously on the payroll for six (6) months or longer and who terminate employment shall receive payment for all unused vacation hours up to 500 hours.

Those employees entering the FRS DROP have the option of electing to receive an early payout for all or part of the balance of accrued annual vacation, subject to their maximum vacation accrual cap at the time of entering the DROP or 500 hours, whichever is lower. This payment will be included in the employee's AFC calculation and the hours deducted from the employee's accrued vacation balance.

Employees making this election then will continue to accrue vacation utilizing the same accrual criteria as they had at the time of entering the DROP.

Upon termination, they may receive a second payout of their accrued annual vacation time. However, this payment is limited to an amount, when combined with any payment elected at the time of entering the DROP, which will not exceed

the maximum vacation accrual cap at the time of termination or 500 hours, whichever is lower.

A secondary payout of vacation time, if any, will not be included in the employee's retirement benefit as the benefit is calculated at the time the employee entered the DROP.

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Article 26 – Jury Duty Pay

Section 1: *Eligibility*

All permanent employees are eligible for jury duty pay.

Section 2: *Pay*

- A. 24 - Hour Shift Personnel: The District will pay an employee for time lost from the employee's regular schedule by reason of such jury service. Such calculated time lost shall not exceed twenty-four (24) hours in any day and forty-eight (48) hours in any payroll week.
- B. 40 - Hour Personnel: The District will pay an employee for time lost from the employee's regular schedule by reason of such jury service. Such calculated time lost shall not exceed ten (10) hours in any day and forty (40) hours in any payroll week.
- C. If an employee is released from jury duty and half or more hours remain on the employee's scheduled Shift, the employee is required to return to work that day, except when required by the court to report for jury duty prior to 1000 hours the day immediately following the employee's regularly scheduled shift. Employees will be dismissed from duty at least twelve hours prior to any jury duty.
- D. The District reserves the right to petition the court to excuse any eligible employee for jury service when such employee's services are needed by the District because qualified replacements are not available or the employee's absence would result in a hardship on the District.

Section 3: *Judicial Proceedings*

- A. The District recognizes the potential involvement of employees in court proceedings resulting from the normal course of their duties and will provide compensation at their normal rate of pay for on-duty time as required by subpoena. In addition, the District shall pay for mileage at the normally accepted District rate per mile from the employee's normally assigned Station to the site of the proceeding by the most direct District approved route. The District shall also reimburse the employee for tolls and parking.
- B. Involvement in the above proceedings will be paid appropriate block pay at the employee's normal rate of pay on a scheduled day off plus mileage from home to the site of the proceeding, by the most direct District approved route, at the normally accepted District rate per mile. The District shall also reimburse the employee for tolls and parking.
- C. In the event the employee was scheduled to work and does not work, the amount of mileage shall be paid as per Section 3A.

D. Time involved in out-of-state cases will be compensated only if such cases involve and/or benefit taxpayers of the District.

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Article 27 – Bereavement Leave Pay

Section 1: *Eligibility*

All employees are eligible for bereavement leave.

Section 2: *Time Off with Pay*

Employees bereaved by a death of a member of their immediate family will be granted time off with pay for time to travel to and from the funeral location and attendance at the funeral.

Section 3: *Definition of Immediate Family*

- A. The deceased must have been a member of the immediate family, and is defined as the employee's current spouse, children, mother, father, brother, sister, mother-in-law or father-in-law, grandparents, step-children, step-mother, step-father, grandchildren, son-in-law, daughter-in-law or ward. The foregoing relatives of the employee's current spouse shall be considered as immediate family for the purpose of this Article.

Section 4: *Maximum Bereavement Leave*

- A. Twenty-four (24) Hour Shift Personnel: Bereavement leave will be paid on the basis of two (2) work shifts for each bereavement leave. A third work shift, if needed, may be granted by the Fire Chief, or the Fire Chief's Designee, for the employee to travel out of state to attend the funeral.
- B. Forty (40) Hour Personnel: Bereavement leave will be paid up to a maximum of forty (40) hours within a seven (7) day period per leave.
- C. Payment for Time Lost: Payment is available only for scheduled shifts which the individual misses due to travel time and attendance at the funeral. Bereavement leave benefits may not be accumulated, nor will any employee be paid in lieu of any unused bereavement leave.
- D. Payment will be based on the individual's current straight-time rate.

Article 28 – Sick Leave

Section 1: *Purpose*

The District recognizes the need to provide sick leave with compensation to all eligible full-time employees. Once an employee has completed the eligibility requirement, sick leave shall be made available for use and can be used for the employee's own illness or injury or for the illness or injury of a dependent for who's well-being the employee is responsible.

Section 2: *Eligibility for Sick Leave*

All full-time salaried (exempt and nonexempt) employees are immediately eligible for sick benefits (except as noted elsewhere in this Article).

A. CONDITIONS

1. On January 1 of each calendar year, each eligible salaried employee will receive twelve (12) sick days for use throughout the year.
2. These days shall be used for periodic illnesses or injuries, including waiting periods required to claim benefits under disability or workers' compensation insurance.
3. These hours are not cumulative and will not be carried into the next calendar year nor will unused sick leave be paid off at termination or retirement.
4. New employees will be provided pro-rata sick leave and disability banks based upon the number of weeks remaining in the year at the time of employment.

B. SALARY/EXEMPT (24-Hour Shift)

Employees holding the position of "Battalion Chief" will receive sick leave as follows:

1. At hire: 144 hours prorated based on hire date.
2. Jan 1 after hire: 144 hours per year.

Section 3: *Promotions/Demotions*

Hourly employees who are promoted to salaried positions will be immediately covered under the salaried provisions for sick leave.

1. Hourly employees who are promoted to salaried positions shall be paid for all unused sick leave that has been accrued from prior years and up to fifty (50) percent of the accrued sick leave earned from the beginning of the calendar year in which the promotion occurs.

2. In order to qualify for this payment, the employee must meet the eligibility requirements set forth in this policy.
3. Employees promoted from hourly status will be provided pro-rata sick leave and disability banks based upon the number of weeks remaining in the year at the time of promotion.
4. Salaried employees demoted or voluntarily returning to hourly positions will retain six (6) days of sick leave and will begin accruing sick leave over again at the hourly rate.

Section 4: *Termination/Retirement*

Bargaining Unit employees will not be paid for accumulated sick leave or disability sick leave upon termination or retirement.

Section 5: *Supplemental Sick Leave Bank*

During the term of this Agreement, the District shall maintain a supplemental sick leave bank for Bargaining Unit B employees who become disabled and are eligible for Short Term Disability (STD) coverage under the District's STD plan or Worker's Compensation indemnity benefits. The purpose of the supplemental sick leave bank is to attempt to maintain the employee's normal pay check. The amount of the supplemental sick leave benefits available to the employee is based upon the employee's status (40 or 48-Hour per week employee) and length of service with the District. The Union and the District acknowledge and agree that there is a one (1) week waiting period for the payment of supplemental sick leave and during this waiting period, the employee's regular sick leave must be used. Supplemental sick leave will not be available for leaves that exceed six weeks for employees with seniority less than ten (10) years and twelve (12) weeks for employees with seniority greater than ten (10) years. Supplemental sick leave shall not exceed six (6) or twelve (12) weeks, respectively, in any calendar year. Supplemental sick leave benefits do not accumulate and are not payable upon separation from employment.

Section 6: *Sick Leave Conversion to Personal Holidays (40-Hour Personnel)*

For 40-hour personnel only, on December 31st, those employees who have a sick leave balance of at least 10-days will be eligible for (2) two additional personal holidays effective January 1st of the following year. These additional personal holidays will follow the same usage rules as those outlined in Article 24.

Section 7: *Approved Medical Leave Sick Bank*

The District shall maintain a Sick Leave bank for each employee with the amount of hours equivalent to one calendar week to be utilized for payment of the employee's first calendar week of an approved occupational medical leave. This leave is intended to meet the employee's required waiting period prior to receiving Worker's Compensation benefits.

This leave will not appear on the employee's earnings statement and may not be utilized by the employee for routine illnesses. These hours are not payable at termination.

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Article 29 – Health and Welfare

Section 1: *Group Insurance*

- A. Eligible employees will participate in the District's Insurance Programs. The employees will pay a portion of the applicable premium for the medical, dental, and vision insurance coverage they choose as set forth in Section B below, and the District will pay the remaining amount of the monthly medical insurance premium.
- B. An employee's contribution will vary depending on the insurance coverage selected by the eligible employee as follows:

Year	Plan	Employee Only	Employee + 1	Employee + Family
2021	HSA 80	\$9.12/week	\$31.02/week	\$52.56/week
	HRA Basic	\$33.39/week	\$81.13/week	\$127.03/week
	HMO Plus	\$56.24/week	\$127.77/week	\$205.19/week
2022	No more than a 5% increase in the employee's contribution Amount based on the 2021 contribution.			
2023	No more than a 5% increase in the employee's contribution Amount based on the 2022 contribution.			

The employee's increase over the three years of this Agreement cannot exceed the increased cost to the District over that same period.

An employee's contributions for selected ancillary insurance benefits for Dental, Vision, and Additional Life Insurance will be the same as all other District employees.

If an employee changes medical insurance coverage during the term of this Agreement, the maximum 5% premium increase will be based on the prior year's premium amount for the coverage selected.

- C. The District will continue to pay 100% of the cost, per eligible employee, of Basic and Accidental Life, and Short and Long-Term Disability Insurance.
- D. Eligible employees shall be defined as employees whose employment status is full-time. Contributions for eligible employees shall become effective the first day of month following completion of thirty (30) days of continuous service.

Section 2: *Benefits Advisory Committee*

- A. The District and the Bargaining Unit agree that there shall be a Benefits Advisory Committee for the purpose of reviewing insurance programs, reviewing benefits, and making recommendations.

- B. The District and the Bargaining Unit agree that two members of the Union will be appointed by the Union to the Benefits Advisory Committee. To be clear, there will be a total of two Union members, and they may be selected from either Bargaining Unit A or Bargaining Unit B.
- C. Benefits Advisory Committee will meet prior to any changes to the upcoming year's benefits and continue to meet on a regular basis in order to monitor all employee benefits, including health plans.
- D. Statements, actions, or participation by Union or District representatives at any employee committee or insurance brokerage meeting shall not constitute waivers by the Union or the District of the right to bargain, and further, shall not constitute participating in collective bargaining and/or impact bargaining. Any communications and/or information disseminated by the District at any committee meeting shall not constitute notice to the Union, constructive or otherwise, of any proposed change in terms and conditions of employment.

Notwithstanding the foregoing, if, after the effective date of this Agreement, the "A" Unit enters into a collective bargaining agreement ("CBA") containing a different insurance program or coverage, then the same terms and conditions of insurance coverage as the A Unit will apply to then-eligible employees in this Unit, effective the 1st day of January in the year following the execution of the A Unit CBA.

Article 30 – Committee Representation

Members covered under this Collective Bargaining Agreement shall enjoy representation in appropriate Union sanctioned committee which directly impacts their Unit membership, to include, but not limited to: Safety Committee, Labor Management Communications Committee, S.O.A.R. and Wellness Committee, as determined by the Union President.

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Article 31 – Prevailing Rights

All rights, privileges and working conditions enjoyed by all employees which are not specifically included in this Agreement shall remain in full force unless changed by mutual consent in writing; provided, however, it is expressly understood that the District retains the right to terminate such rights, privileges or working conditions for just cause. The term prevailing right shall not include benefits afforded to employees by the District as a result of its Interface with Walt Disney World Co., (e.g., Main Gate Pass, complimentary passes, sales discounts or similar such benefits).

Any grievant alleging a violation of this Article of the Agreement shall bear the burden of proof of establishing that such right, privilege or working condition existed for all employees prior to the implementation date of this contract period.

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Article 32 – Policies and Procedures

Section 1: *Definitions*

RCID policies and procedures for the purpose of this Agreement shall be defined as: RCID Employee Relations Policy and the RCES Written Communications System which includes the following: Personnel Orders, Directives, Standard Operating Procedures, General Operating Procedures or any District-issued memorandum, document or policy affecting terms and conditions of employment and past practices associated with such policies and procedures.

Section 2: *Providing Copies*

The District shall provide a copy of the applicable policies, rules and regulations to the Union and shall post a copy in each Fire Station and/or work site. Policies, rules and regulations shall become effective twenty-one (21) days from posting date.

Section 3: *Relation to Grievance Procedure*

Application of RCID policies and procedures relating to terms and conditions of employment shall be subject to the grievance procedure.

Section 4: *Labor Management Communications Committee*

The parties shall address all new or different policies and procedures in the Labor Management Communications Committee.

Section 5: *Effective Dates*

New or different policies or procedures will not become effective until they have been posted and legally implemented for twenty-one (21) days as per Section 2 above.

Section 6: *Waiver of Union Rights*

Nothing in this Agreement shall constitute a waiver of the Union's right, if any, to bargain over new or different policies or procedures.

Article 33 – Alcohol and Drug Abuse Policy

The District and the Union recognize that many areas of the District's operations involve hazardous work with the potential for personal injury or property damage and that all areas involve directly or indirectly the public at large. Therefore, it must endeavor to provide safe and efficient operations for the protection and benefit of the general public, its customers and its employees. Accordingly, the District and Union agree to a zero-tolerance policy concerning on or off-duty use of illegal drugs, abuse of controlled substances on or off-duty, and/or reporting to work or working impaired or under the influence of alcohol or drugs as defined below. As part of its efforts to achieve that goal, it must require that its work be performed by employees who do not use illegal drugs or misuse controlled substances and/or alcohol as follows:

Section 1: *Grounds for Testing*

Employees may be tested for the following reasons:

- A. Safety sensitive employees will be subject to drug and alcohol testing only after there is a documented objective reasonable basis that an employee has an in-system presence of any illegal drug, controlled substance or alcohol, hereinafter referred to as "substances", while on duty.
- B. As part of a post-accident investigation in cases where:
 - 1. The individual(s) subject to testing is directly linked to the accident, and,
 - 2. The accident resulted in death, injury requiring medical treatment other than basic first aid, or estimated property damage in excess of \$5,000.
- C. Specimen collection for purposes of testing associated with an accident will take place as soon as possible, under the circumstances.
- D. In the event a government agency that regulates the Reedy Creek Improvement District advises the District that employees in specified classifications will be required by law to undergo job certification physical examinations, including drug tests as a condition of future employment, the Union shall be given immediate notice of any such requirement or proposed requirement. Such testing shall be conducted in accordance with federal regulations. Implementation of such changes is subject to impact bargaining.
- E. Randomly, pursuant to a program or policy adopted by the District and applicable to all District employees in safety-sensitive positions. Should the District adopt such a program or policy, the parties will impact bargain over the effects, if any, of implementing the program or policy along with the handling of legally prescribed drugs.

Section 2: *Observation and Notice Procedures*

- A. An employee will not be tested under Section 1 above unless their actions and/or conduct or other work-related circumstances provide an objective reasonable basis to believe that the employee may have taken drugs or alcohol and/or is suffering from impairment that will in some way adversely affect their alertness, coordination, reaction, response, safety, or the safety of others, while on duty. Such observation will be initially documented by the Commander, appropriate Assistant Chief or higher level of management and confirmed by another member of management wherever possible. Employees will not be subject to such testing without the express consent of a senior member of management (Deputy Chief or above) different from the observation supervisor nor without authorization from the District Administrator (or designee).
- B. Management's observations will be discussed with the employee to afford the employee an opportunity to provide a reasonable explanation for the actions/conduct. Any employee under observation/evaluation for testing shall be entitled to request the presence of a Union representative in pre-test meetings with management. Provided a Union representative has been requested and is available, no specimen will be collected until the Union representative can discuss the matter with management. The Union agrees that the procedures described in Section 3 shall not operate in a manner that will impede timely collection of a biological specimen.
- C. Refusal to provide a biological specimen will result in immediate discharge without an opportunity at a later date to reconsider/retract the refusal.

Section 3: *Drug Testing Procedures*

- A. Specimen collection for a drug test will be accomplished in a manner compatible with employee dignity and privacy. There will be no strip searches or opposite sex observation. In the usual case, the District will not observe specimen production, but the Union agrees that specimen production may be closely monitored in those cases where the District has a specific objective reason to believe that the employee may attempt to contaminate a test specimen. Proof of any form of tampering, altering, or diluting of a specimen by the employee will result in discharge. No employee shall be required to collect a blood or urine specimen from another employee.
- B. Test specimens shall be sent only to laboratory facilities certified by an appropriate federal or state agency. The drug test laboratory and the specimen collection facility must establish and maintain a forensically acceptable chain of custody. It will be the burden of the District to establish, in any case arising from a positive test result, that the appropriate chain of custody has been maintained.
- C. The drug test will be performed utilizing urinalysis to screen for drug, alcohol or substance abuse.

- D. The initial test shall use an immunoassay that meets the requirements of the Food and Drug Administration for Commercial Distribution. All specimens identified as positive in the initial test will be confirmed by a second procedure. Gas chromatography/mass spectrometry or an equivalent scientifically acceptable method of confirmation will be used. All confirmed positive test results will be verified by a Medical Review Officer prior to release to the District.
- E. Test thresholds. The standard drug test thresholds for positive screen and GC/MS confirmation tests shall be federal standards as established by the Department of Transportation (DOT).
- F. In the event that the District elects to utilize tests other than the EMIT screen or the GC/MS Confirmation, the District will give the union written notice of the test methodology used and the threshold levels employed, if so requested by the Union. Any dispute over the acceptability of such alternative test methodologies or the positive test threshold to be applied shall be resolved by arbitration. It will be the burden of the District to establish the acceptability of the test and the reasonableness of the threshold.
- G. Specimen Re-analysis. The laboratory shall preserve a sufficient aliquot specimen as to permit independent confirmatory testing by the employee and follow-up re-analysis at the request of the Union or the employer. Any reanalysis performed will be done on the original sample provided. The Medical Review Officer shall endeavor to notify the employer and the employee of positive test results within five (5) working days after receipt of the specimen. The employee may request, in writing, a re-analysis within three (3) working days from notice of positive test result.

Section 4: Alcohol Testing Procedures

Where employees are required under this policy to submit blood samples for alcohol testing, the samples will be taken in an appropriate collection facility. The collection facility and laboratory will use the same or equivalent chain of custody procedures and exercise the same or an equivalent level of professional care and scientifically accepted standards and procedures in the collection and testing of blood samples for the presence of alcohol as with urine samples for the presence of drugs. For the purposes of this policy, if a test reveals the presence of alcohol at a level of 0.08% or more by weight, it shall be presumed that the employee has violated this policy. If the test reveals the presence of alcohol in excess of .05% by weight, but less than 0.08%, the results of the test will be considered along with all other relevant information (e.g., employee conduct, speech, performance, etc.) in determining whether the employee is in violation of this policy. If a test reveals the presence of alcohol of less than .05% by weight, it shall be presumed that the employee is not under the influence of alcohol in violation of this policy. In the event an employee objects to alcohol testing by blood sample, the District will test the employee through an evidentiary alcohol breath analyzer which conforms to the same standards as cited above.

The parties agree that use of an evidentiary alcohol breath analyzer, which is properly calibrated and operated by a certified technician, shall be conclusive proof of the accuracy of the results.

Furthermore, the District reserves the right, prior to implementation of this policy, to abandon blood samples in favor of the alcohol breath analyzer referenced above at any time.

Section 5: *Negative Test Results*

Any employee who tests negative to any drug test under this Agreement (other than random tests as a follow-up to rehabilitation) shall be compensated for all lost time at the appropriate wage rate. Time lost under such circumstances shall be treated as time worked for purposes of overtime premium eligibility.

Section 6: *Positive Test Results*

Employees who are tested for cause and have a confirmed positive test will be suspended without pay for ninety- six (96) hours for twenty-four (24) hour shift personnel or eighty (80) hours for forty (40) hour personnel for the first offense in addition to the mandatory Program referral (as defined below). Employees who subsequently test positive will be terminated. Suspensions for this offense may be considered beyond one year. Should it later be found that the test result was a false positive, the employee will be reinstated with full pay from date of original suspension and documentation removed from the personnel file.

Section 7: *Requests for Assistance and Required Participation*

- A. Any employee who voluntarily seeks assistance for a drug- or alcohol-related problem or condition before having a positive test result will be placed on a non-disciplinary medical leave to allow the employee time for assistance. The length of such leave shall be consistent with the recommendations of the assistance provider(s), subject to the provisions of Article 19, Section 8. The employee will be allowed to return to work upon successful completion of the treatment or assistance program, as long as the employee is (i) not then-using any drugs or alcohol in a way that violates this Article 33 and (ii) provides to the District a fitness for duty certification prepared by the MRO or a doctor approved by the District.
- B. Any employee who has a confirmed positive test result for the first occurrence will be required to participate in a state-licensed drug or alcohol treatment or rehabilitation program ("Program") in addition to the disciplinary suspension reference in Section 6 above. In such circumstances, the employee shall be released from duty and placed on leave of absence until referral to the Program and subsequent clearance to return to work. Failure to seek and receive Program assistance or failure to abide by the terms and conditions or prescribed treatment will be grounds for discharge. An employee testing positive for any subsequent drug test will be terminated.

- C. Employees on a medical leave of absence in accordance with Section 7A above shall utilize available leave benefits on the same basis as for other medical conditions. Employees who return to work after such a leave may be tested under this policy.
- D. This provision shall not be deemed a waiver of the District's existing right to initiate disciplinary action, including termination, in a situation where misconduct has occurred irrespective of the issue of drug/alcohol usage.

Section 8: *Test Results Communicated by MRO*

Test results shall be communicated by the Medical Review Officer, or the designated District representative. The District shall be responsible for maintaining confidentiality of test records and test results will be communicated to Department management strictly on a "need to know" basis. Employee drug test records shall not be released outside the Reedy Creek Improvement District medical department, unless required by administrative action initiated by the employee or the Union. The employee shall be entitled to written notification of positive drug test results. The Medical Review Officer, upon written request from the employee, will report test results to the Union President.

Section 9: *Random Testing*

Random testing will be permitted if Section 1E is applicable or as a follow-up to rehabilitation. Follow-up rehabilitation random testing shall be allowed for a reasonable period of time after rehabilitation, and only for a reasonable period of time after rehabilitation, not to exceed one year.

Section 10: *Employee Discipline and Legal Rights*

A positive random test after referral to the Program shall be conclusive proof of just cause for termination. When and if it becomes necessary to impose discipline for drug-related conduct or job performance, as per Section 6, discipline will be judged by the contractual just cause standard and will be subject to the grievance/arbitration procedure. Except to the extent the employee(s) withholds consent as to particular documents personal to them, the District agrees to provide the Union, in advance, with whatever documentation or information the Union reasonably requires to process the grievance and/or arbitration. By establishing this policy, neither the District nor the Union waives any legal rights. The parties agree that this drug policy shall not diminish the rights of individual employees under state or federal law relating to drug testing.

Section 11: *Management Training*

The District is responsible for providing education for management personnel regarding observation techniques, the availability and desirability of District resources, and the need for observing strict confidentiality. Supervisors will be provided guidelines for maintaining confidentiality of all drug/alcohol related

information and referring employees who may have a problem to appropriate counseling.

Section 12: *Hold Harmless*

Both parties agree that they shall indemnify and hold harmless the other party against any and all complaints, claims, judgments, or demands that may arise out of, or in any way are related to, the negotiation or participation in the foregoing drug policy applicable to employees or applicants, or the activities in carrying out this drug/alcohol testing program.

DRAFT

Article 34 – Special Operations and Response (S.O.A.R.) Team

Section 1: *Definition*

“B” Unit Supervisory employees, as determined by the Fire Chief, may be assigned to the S.O.A.R. Team. These employees shall be trained to an appropriate level, as recommended by the S.O.A.R. Team Committee and approved by the Deputy Fire Chief of Operations, to operate the Incident Command System within various technical rescue disciplines.

- A. Captain: Communications, EMS Team, Fire Prevention will be trained to Hazardous Materials Awareness Level.
- B. Battalion Chief – 48 Hour: Hazardous Materials Operational Level and Hazardous Materials Incident Command System (ICS) Training.

Section 2: *Health and Safety*

It will be the responsibility of the District to follow all state and federal guidelines to ensure proper medical surveillance and examinations for S.O.A.R. Team members. These physicals shall be conducted as per Article 19, Medical Surveillance.

Section 3: *Special Operations and Response Committee*

- A. Special Operations and Response Committee will be established to review and recommend operational responses, guidelines, and training needs.
- B. The Committee will consist of three (3) management personnel assigned by the Fire Chief and three (3) Bargaining Unit personnel approved by the Union President. Both A and B Unit personnel are eligible to be approved by the Union.
- C. The Committee will meet quarterly, at a minimum, but may meet more frequently with the mutual consent of both parties. The quarterly meetings will be scheduled on the last Wednesday of the month.

Section 4: *Training*

It will be the responsibility of the District to provide and maintain all training, certifications and re-certifications related to the employee's S.O.A.R. Team Assignment. The District will give at least three (3) months' notice prior to the re-certification date(s).

Section 5: *Educational Assistance for Specialized Training*

The District will provide one hundred (100%) percent of the cost for tuition and books for courses required of B-Unit Supervisory Employees assigned to the S.O.A.R. Team for all classes specifically related to the employee's S.O.A.R. Team assignment.

Section 6: *Guidelines*

The District will develop and maintain administrative and operational guidelines for the training, response, and mitigation of HAZMAT, ERT, and other defined specialty functions.

DRAFT

Article 35 – Interpretation

Section 1: *Amendment by Mutual Action*

The parties hereto may interpret, alter or amend this Agreement by mutual action in writing, and no individual employee shall have cause to complain therefore, it being understood that any interpretation or arrangement mutually satisfactory to the parties hereto shall be binding upon all individual employees, whether such action be prospective or retroactive.

Section 2: *Alternative Provisions*

In the event any provision of the Agreement is held to be void, then and in that event, the parties shall negotiate an alternate provision to cover said subject matter.

DRAFT

Article 36 – Severability

It is not the intent of either party hereto to violate any laws or any rulings or regulations of any governmental authority or agency having jurisdiction over the subject matter of this Agreement. The parties hereto agree that in the event any provision of this Agreement is found to be void as being in contravention of any such laws, rulings or regulations, the remainder of the Agreement shall remain in full force and effect, unless the part(s) so found to be void are wholly inseparable from the remaining portions of this Agreement.

DRAFT

Article 37 – Term of Agreement

Section 1: *Term*

This Agreement shall be effective as of January 1, 2021, and shall continue in full force and effect until December 31, 2023. This Agreement shall be self-renewing on the first (1st) day of January 2024 and for yearly periods thereafter unless written notice of desire to change or terminate this Agreement is given by either party to the other sixty (60) days prior to the December 31, 2023 expiration date.

Section 2: *Complete Agreement*

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in this Agreement. Therefore, the District and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Article 38 – Applicability of Agreement

AGREEMENT NOT RESTRICTIVE ON DISTRICT ADMINISTRATION OR BOARD OF SUPERVISORS:

This Agreement does not restrict the powers vested in the District Administration or the Board of Supervisors of the Reedy Creek Improvement District as set forth in Chapters 67-764, Laws of Florida, Special Acts of 1967, any regulations and resolutions promulgated thereunder, and applicable provisions of Chapter 298, Florida Statutes, nor shall the rights of any bondholders be affected whatsoever by any provision of the Agreement.

DRAFT

Article 39 – Post-Employment Benefit Eligibility

Pursuant to FS 112.0801, Employees who retire from the District are eligible to participate in health insurance programs offered to active employees of the District. "Retire" is defined as a termination of RCID employment and the immediate receipt of benefits from the Florida Retirement System Pension Plan and/or DROP termination, or meeting one of the criteria for Investment Plan members as outlined in the statute.

Years spent in the DROP will be allowed to contribute to the total years of credited service for insurance benefits.

Retirees meeting the above criteria may elect to continue their coverage as well as that of their eligible dependents as follows:

Section 1: *Employees Hired Before January 1, 2013*

A. Retire per FS 112.0801, less than 20 years RCID Service

Employees who retire with less than twenty (20) years RCID Service will be eligible to purchase coverage for themselves and eligible dependents. The required contribution to premiums will be the full, unsupplemented cost of the elected plans. The cost will be no greater than the actual cost paid by the District, and is therefore subject to periodic change.

B. Retire per FS 112.0801, 20 years RCID Service, and age 55:

For Employees who retire with a minimum of twenty (20) years of credited service with the District and have reached the age of fifty-five (55), the District will pay the full cost of the employee premium for the designated standard plan. Coverage for eligible dependents may be purchased at the full cost of the elected coverage by the retiree. The cost will be no greater than the actual cost paid by the District, and is therefore subject to periodic change.

C. Retire per FS 112.0801, 20 years RCID Service, and not yet 55:

For employees who retire from the District with twenty (20) years of credited service, but who have not yet reached age 55 will be eligible to purchase coverage for themselves and eligible dependents until reaching age 55. The required contribution to premiums will be the full, unsupplemented cost of the elected plans. The cost will be no greater than the actual cost paid by the District, and is therefore subject to periodic change.

D. Retire per FS 112.0801, 25 years RCID Service:

For Employees who retire from the District with twenty-five (25) years or more of credited service the District will pay the full cost of the employee premium for the designated standard plan. Coverage for eligible dependents may be purchased at the full cost of the elected coverage by the retiree. The cost will be no greater than the actual cost paid by the District, and is therefore subject to periodic change.

E. Retire per FS 112.0801, 30 years RCID Service:

Employees who retire from the District with thirty (30) years or more of credited service but who have not yet reached age 55, will be eligible to purchase coverage for themselves and eligible dependents until reaching age 55. The required contribution to premiums will be the same as that of the current active employees of the District. The cost is therefore subject to periodic change.

Section 2: *Employees Hired on or After January 1, 2013*

Employees who retire will be eligible to purchase coverage for themselves and eligible dependents. The required contribution to premiums will be the full, unsupplemented cost of the elected plans. The cost will be no greater than the actual cost paid by the District, and is therefore subject to periodic change.

Section 3: *Dependent Eligibility after Death of Retiree*

The spouse and eligible children of a deceased retiree will continue to receive retiree insurance benefits. This coverage may continue until the earlier of the spouse's death or remarriage.

DRAFT

Article 40 – Non Tobacco Use

All employees in a position covered by Florida Statutes Section 112.18 hired on or after October 1, 1989, shall be non-tobacco users as a condition of employment. In addition, as a condition of continued employment, they will refrain from the use of any type/kind of tobacco products at all times. This restriction includes, but is not limited to, e-cigarettes, vaping, juuling or similar products or materials, and any other tobacco or tobacco-related product.

Employees who fail to comply with the provisions of this article will be given one mandatory referral to the Employee Assistance Program or the then-existing smoking cessation program prior to disciplinary action.

DRAFT

Article 41 – Training

A. Temperature Extremes:

On duty training exercises (other than classroom) shall not be conducted when the ambient temperature, at the training site, is above 90°F on Shift or below 45°F except for monorail drill which will allow 35°F, or during hazardous weather conditions.

Off duty training exercises (other than classroom) shall follow Bureau of Fire Standards and Training SOP High Heat Protocol policy #5.3.6, effective date 05/01/2017, attached as Exhibit B

- B. Training shall not normally be scheduled after 2100 hours. If on-duty personnel are involved in night-time training, down time may be arranged by the on-duty Shift Commander. Training can be scheduled on employee's off-duty days or can be scheduled based on a modified schedule developed by the District with 30 days' notice to the employee or by agreement between the employee and the District.
- C. The District will provide the required number of hours to maintain all certifications required for positions covered by this Collective Bargaining Agreement.

DRAFT

ADDENDUM "A"
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS &
LOCAL 2117
WAGE DEDUCTION AUTHORIZATION

(Union Dues and Initiation Fee)

I, _____, hereby authorize the Reedy Creek Improvement District to deduct from wages due and payable to me on the first regular pay day immediately following receipt of Addendum "B" and on the regular pay day of each succeeding week the amount equal to _____ for the weekly membership dues of Local #2117 of the International Association of Fire Fighters Union, and hereby authorize the District to pay this amount to Local #2117, for my account on or before the 15th day of the calendar month following the month in which the deduction is made.

_____ I further authorize the District to deduct from my wages the initiation fee of my Union in the amount of \$20.00.

This authorization and assignment shall be irrevocable for the term of the applicable contract between the Union and the District, of for one year, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is lesser, unless I give written notice to the District and the Union at least 60 days and not more than 75 days before any periodic renewal of this authorization and assignment of my desire to revoke same.

Signature Date

Employee Name	Deduction	Credit

(District Payroll Agent) Date Received

RCID PAYROLL ONLY:

Company	Deduction Code	Deduction Type

ORIGINAL COPY TO:
DISTRICT

REEDY CREEK IMPROVEMENT
Finance Department - Attn: Payroll
P.O. Box 10170
Lake Buena Vista, Florida 32830

ADDENDUM "B"

WITHDRAWAL OF AUTHORIZATION FOR DUES CHECKOFF

In accordance with the Public Employee's Relation Act, State of Florida, withdrawal from Payroll Dues deduction must be accomplished by giving thirty (30) days written notice to the District and the Union.

Please complete the following and submit to your Union Representative.

I, _____ do hereby request that my authorization for payroll deduction be withdrawn.

_____ (signature) _____ (date)

EMPLOYING AGENCY:

Reedy Creek Improvement District

_____ (District Agent) _____ (date)

LABOR ORGANIZATION:

Reedy Creek Professional Fire Fighters Association Local #2117, IAFF
P.O. Box 22829
Lake Buena Vista, FL 32830-2829
Telephone: (407) 298-3473

_____ (Union Representative) _____ (date)

PAYROLL DEPARTMENT:

Please discontinue payroll deduction of the Union Dues from the above-named employee, effective

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective as of the day and year above written:

FOR THE REEDY CREEK
FIREFIGHTERS ASSOCIATION

FOR THE REEDY CREEK
IMPROVEMENT DISTRICT

Jon Shiree
President
Local #2117

Laurence C. Hames
President
Board of Supervisors

Aaron Colburn
1st Vice – President
Local # 2117

John Classe
District Administrator
Reedy Creek Improvement District

Paulette Montero
2nd Vice - President
Local #2117

Richard D. LePere, Jr.
Fire Chief
Reedy Creek Improvement District

Pete Simon
Secretary
Local #2117

M.M. Bartley
B- Unit Representative
Local #2117


Exhibit "A"

NAME	Pay Grade	March 2018	2019		2019 Final	2020		2021		2022		2023		NOTES	
			Adjustment	3.5%		3.5%	Final	3.5%	Final	3.5%	Final	3.5%	Final		
Vail	BC	48	105,947.50	0.00	3,708.16	109,655.66	3,837.95	113,493.61	0.00	0.00	0.00	0.00	0.00	0.00	Retired 06/30/20
Bartley	BC	48	105,947.50	0.00	3,708.16	109,655.66	3,837.95	113,493.61	3,972.28	117,465.89	4,111.31	121,577.19	4,255.20	125,832.39	
Santiago	BC	48	104,922.48	0.00	3,672.29	108,594.77	3,800.82	112,395.58	3,933.85	116,329.43	4,071.53	120,400.96	4,214.03	124,614.99	
Brown	BC	48	100,221.68	0.00	3,507.76	103,729.44	3,630.53	107,359.97	0.00	0.00	0.00	0.00	0.00	0.00	Retired 07/25/20
Morgan	BC	48	98,379.84	0.00	3,443.29	101,823.13	3,563.81	105,386.94	3,688.54	109,075.49	3,817.64	112,893.13	3,951.26	116,844.39	
Poster	BC	48	90,353.64	0.00	3,162.38	93,516.02	3,273.06	96,789.08	3,387.62	100,176.70	3,506.18	103,682.88	3,628.90	107,311.78	
Smeller (Batallion Chief)	CP	40	99,108.88	0.00	3,468.81	102,577.69	3,590.22	106,167.91	3,715.88	109,883.79	3,845.93	113,729.72	3,980.54	117,710.26	
Rogers	CP	40	88,587.72	5,000.00	0.00	93,587.72	3,275.57	96,863.29	3,390.22	100,253.51	3,508.87	103,762.38	3,631.68	107,394.06	
Wellons	CP	40	79,277.12	5,000.00	0.00	84,277.12	2,949.70	87,226.82	3,052.94	90,279.76	3,159.79	93,439.55	3,270.38	96,709.93	
Vinson	CP	40	79,277.12	6,000.00	0.00	85,277.12	2,984.70	88,261.82	3,089.16	91,350.98	3,197.28	94,548.27	3,309.19	97,857.46	
Arnold	CP	40	79,061.84	5,000.00	0.00	84,061.84	2,942.16	87,004.00	3,045.14	90,049.14	3,151.72	93,200.86	3,262.03	96,462.89	
Schietecatte	CP	40	79,007.76	5,000.00	0.00	84,007.76	2,940.27	86,948.03	3,043.18	89,991.21	3,149.69	93,140.91	3,259.93	96,400.84	
McElroy	CP	40	78,936.00	5,000.00	0.00	83,936.00	2,937.76	86,873.76	0.00	0.00	0.00	0.00	0.00	0.00	Transferred 04/19/20
Chapman	CP	40	76,693.76	5,000.00	0.00	81,693.76	2,859.28	84,553.04	2,959.36	87,512.40	3,062.93	90,575.33	3,170.14	93,745.47	
Harris	CP	40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	81,000.00	2,835.00	83,835.00	2,934.23	86,769.23	Promoted during 2021
Creager	CP	40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	81,000.00	2,835.00	83,835.00	2,934.23	86,769.23	Promoted during 2021
Middlemiss	CP	40	60,008.00	0.00	2,100.28	62,108.28	4,498.72	66,607.00	2,331.25	68,938.25	2,412.84	71,351.08	2,497.29	73,848.37	Promoted in 12/23/18
Lewis	CP	40	0.00	0.00	0.00	70,044.00	2,451.54	72,495.54	2,537.34	75,032.88	2,626.15	77,659.03	2,718.07	80,377.10	Promoted in 03/31/19
Neubrand	CP	40	80,411.24	0.00	0.00	80,411.24	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Resigned 08/21/20

Example change in pay ranges based on estimated CPI of 1.5%

2021 Pay Ranges		Min	Mid	Max	2021	2022	2023
CP		67,406	89,874	112,343	112,343	114,028	115,739
BC		70,776	94,368	117,960	117,960	119,729	121,525

**Department of Financial Services
Division of State Fire Marshal
Bureau of Fire Standards and Training
STANDARD OPERATING PROCEDURE**

	Title: High Heat Protocol		Policy # 5.3.6
	Amends: N/A	Rescinds: N/A	Effective Date: 5/1/2017
	Review Date:	Review Date:	Review Date:
Approved: _____ Chief Mike Tucker			

I. Purpose

To provide guidance and procedure for dealing with temperatures and heat indices in excess of 90 degrees.

II. Policy

We will work and train in a safe environment with due regard for the dangers and considerations presented by high heat.

III. Authority

General Guidelines for Firefighter Employer Comprehensive Safety and Health Programs 69A-62.021 Florida Administrative Code (F.A.C.)

IV. Definitions

- A. "Acclimation" - Means the conditioning of the body to the working environment. The process consists of 14 days of 2-3 hours per day in the intended / expected environment in the protective gear that will be worn. Start gradually by going for a walk in full PPE and then building over the period to full operational ability. Note: Acclimation is lost as fast as it is gained. For example, a two-week vacation in cooler climates causes a loss of about 75% of acclimation benefits.
- B. "Campus" – Means all the grounds, roads, facilities and buildings of the Florida State Fire College (FSFC) in Lowell.
- C. "Easy Task" – Means work such as, or similar to, equipment maintenance, ladder raise, pump operations, ropes and knots.
- D. "Employee" – Means employees, contractors or other assigned personnel working full or part time at FSFC or at our satellite facilities.
- E. "Essential Duties" – Means outdoor functions or operations that support the mission of the campus and must be performed regardless of heat conditions.

- F. "Exertional Heatstroke" - Exertional heat stroke (EHS) is an elevated core temperature (usually >40°C [104°F]) associated with signs of organ system failure due to hyperthermia. EHS occurs when the temperature regulation system is overwhelmed due to excessive heat production or inhibited heat loss in challenging environmental conditions. Commonly occurs with individuals who try to prove themselves or refuse to give up and go beyond their abilities to their own detriment.
- G. "Hard Task" - Means work such as, or similar to, live fire training, hazmat training.
- H. "Heat Index" – This is the apparent or perceived temperature that an individual feels based upon actual temperature in Fahrenheit and relative humidity or dew point. The Heat Index assumes being in the shade, wearing clothing that does not inhibit the evaporation of perspiration with a 6.7MPH wind.
- I. "Moderate Task" - means work such as, or similar to, auto extrication, ladder raise and climb, search and rescue, whose line advance, SCBA maze, physical training.
- J. "Rest" - Rest means minimal physical activity (sitting or standing) and should be accomplished in shade.
- K. "Supervisor" – Means any individual in charge of visitors, guests, employees and or students.

V. Procedures

A. Application of this protocol

Compliance to this protocol is for all employees, students, guests and visitors on campus. The protocol goes into effect when the national weather service forecasts, or reports, a temperature or heat index of 90°F or greater.

B. Determining references

The reference sources for official temperature readings for Marion County can be found at the following websites:

- Weather and heat index
<http://forecast.weather.gov/MapClick.php?zoneid=FLZ040>
- Heat Calculator http://www.srh.noaa.gov/epz/?n=wxcalc_heatindex
- Additions to reported heat index;
 - Add 10° to the heat index for operations in direct sunlight.
 - Add 15° to the heat index for operations while wearing PPE.
 - Add 25° to the heat index for operations in direct sunlight and wearing PPE.

C. Essential duties

While essential duties must be performed, variation of schedule during the day or completion in the evening should be considered to reduce the heat stress on personnel. If duties must be performed during the midday, they should be in the shade or shade created for the work area.

D. Training

Training effectiveness decreases as the heat index increases and at the point this protocol is enacted, the body's focus is on survival which limits the value and retention of training conducted. While training must be delivered, manipulating the environment in which it is delivered should be considered:

- Training in the early morning, late in the late afternoon, or at night.
- Utilizing the pole barn and apparatus floor.
- Using fans as safely applicable. (Note; - Over 90°F, fans are not recommended)
- Using cooling vests.
- Creating shade in the training area.
- Using the middle of the day for acclimation purposes.

E. Functioning in High Heat

- When the heat index, corrected for direct sun and / or PPE, is between 99°F and 114°F, utilize the Danger row of the table below.
- When the heat index, corrected for direct sun and / or PPE, is between 114°F and 124°F, utilize the High Danger row of the table below.
- When there is no other option and operations must be conducted during a period when the heat index, corrected for direct sun and or PPE, exceeds 124°F, submit an IAP to the Safety Section for approval incorporating the Extreme Danger row of the table below prior to starting operations.

Tasks	Easy			Moderate			Hard		
	Work	Rest	Fluid	Work	Rest	Fluid	Work	Rest	Fluid
Value	minutes	minutes	ltrs/hr	minutes	minutes	ltrs/hr	minutes	minutes	ltrs/hr
Danger 99-114	No Limit	As needed	1/2	40	20	3/4	30	30	1
High Danger 114 -124	No limit	As needed	1/2	30	30	3/4	20	40	1
Extreme Danger > 124	50	10	1/2	20	40	3/4	10	50	1

F. Individual Responsibilities

Individuals participating in essential functions and field training are responsible for the following;

- Acclimation to the operational environment.
- Hydrate yourself - Hydration is a continuous process that should occur before, during and after operations. Use the chart in Section IV E as a guide and be aware that over-hydration is as dangerous as dehydration.
- Stay within your limits and abilities – Should you experience any of the following symptoms of heat stress, notify your supervisor and take such action as directed.
- Read and utilize the posted heat stress posters.
- If you have had previous heat stress issues or have developed sensitivity to heat, let your supervisor know.

G. Supervisor Responsibilities

Supervisors are always responsible for the safety of assigned personnel and the validity of operations conducted. Specific to High Heat and when this protocol is assigned;

- Acclimate to the operational environment.
- Educate assigned personnel on the dangers and symptoms of Heat Stress prior to the commencement of any field training / exercises.
- Monitor those prone to "Exertional Heatstroke".

- Monitor and encourage frequent hydration, (1.5 liters per hour or 12 liters per day maximum). Energy drinks are not a prudent hydration source.
- Utilize a system for tracking hydration.
- Ensure Rehab is set up and those assigned are familiar with Heat Stress prevention, management and treatment.
- Employ automatic rehab after consuming two SCBA bottles.
- Individuals reporting symptoms and or exhibiting signs of Heat Stress should be treated immediately as appropriate to the condition.
- Ask if anyone has had prior heat stress issues or has developed sensitivity to heat and accommodate accordingly.

V. Signs, Symptoms and Treatment of Heat Stress

The best practice is prevention. Should prevention fail, the recovery and long term complications from Heat Stress will be determined by physical condition, discovery and treatment. The optimum situation is a physically fit individual whose heat stress is determined early and treated promptly. Heat Stress proceeds from thirst to heat cramps to heat exhaustion to heat stroke.

A. Thirst

If you become thirsty, you are already dehydrated and in the early stage of Heat Stress.

B. Heat Cramps

Heat cramps occur when the body has sufficient water but is short on electrolytes. Heat cramps are muscle pains or spasms - usually in the abdomen, arms, or legs - that may occur in association with strenuous activity. If you have heart problems or are on a low sodium diet, get medical attention for heat cramps.

C. Heat Exhaustion

Heat exhaustion occurs when the body is maxed out in trying to maintain a safe core temperature.

Signs: Heavy sweating, skin cool and moist, pulse fast and weak, respiratory rate fast, weak and shallow, pale complexion, vomiting, fainting

Symptoms: Muscle cramps, tiredness, weakness, dizziness, headache and nausea.

D. Heat Stroke

Heat Stroke is a true medical emergency. It occurs when the body is unable to maintain internal temperature and the processes supporting shut down.

Signs: High body temperature, the absence of sweating, with hot red or flushed dry skin, rapid pulse, strange behavior, agitation

Symptoms: Difficulty breathing, disorientation, confusion and or hallucinations

E. Treatment

Treatment is delivered consistent with current medical protocol and the Medical Emergencies Standard Operating Procedure 5.3.4

VI. Signage

A. Heat Stress Posters

A Poster identifying the signs and symptoms of heat stress will be posted at each field training shelter and rest area on campus as well as at the rehab area for any off-site operations. These are available from the Safety Section.

B. Urine Charts

Hydration indicator charts will be posted in each bathroom on campus and at the rehab area for any off-site operations. These are available from the Safety Section.

De-hydrated? *Check the chart*

Use this urine color chart to assess if you are drinking enough fluids throughout day to stay hydrated.



If your urine matches these colors, **you are hydrated.**



If your urine matches these colors, **you are de-hydrated,** and you should drink more!



If your urine matches these colors, **you are seriously de-hydrated** or could have blood in your urine. **Report to REHAB**

More info:

www.mayoclinic.com/health/urine-color/AN00868

EXHIBIT F

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made this _____ day of June 2021, by and between the Reedy Creek Improvement District (the “District”) and the Reedy Creek Professional Firefighters’ Association, Local 2117, International Association of Firefighters (“Local 2117”) (collectively, the “Parties”).

This MOU sets forth the Parties’ understanding with respect to Union Leave in Article 9, Section 2 of the B Unit’s Tentative Collective Bargaining Agreement (the “CBA”) for January 1, 2021 to December 31, 2023. If the Tentative CBA is ratified by the Parties:

1. The 2,000 hours of annual Union Leave provided for in Article 9, Section 2 of the B Unit CBA shall be for the use of Local 2117’s A and B Units. It is the intent of the Parties that the 2,000 hours (not including roll-over hours) shall be the total amount for use by Local 2117 under both Article 9 of the B Unit CBA and Article 40 of the current A Unit CBA. (It is the intent of the Parties that the A Unit will not seek any additional hours under its current CBA nor during any negotiations for a successor agreement. Rather, any successor CBA for the A Unit shall simply reference that the amount of annual Union Leave to which the A Unit is entitled is provided for in Article 9, Section 2 of the B Unit’s CBA)
2. The Union will be allowed to rollover up to 750 hours of remaining leave bank hours (from the A and B Units) into the second year of the B Unit’s CBA that runs from January 1, 2022 to December 31, 2022. At that time, any remaining leave bank hours in excess of 750 will be forfeited and cannot be rolled into the third year of the B Unit CBA which starts on January 1, 2023.
3. The Union Leave Account referenced in Article 40 of the A Unit’s current CBA shall refer to the Union Leave Account provided for in Article 9, Section 2 of the B Unit’s CBA. The first three paragraphs of Article 40, Section 2 of the A Unit’s current CBA are stricken in their entirety and shall have no force and effect. Article 40, Section 3 of the A Unit’s current CBA is stricken in its entirety and shall have no force and effect. To avoid any confusion, a copy of Article 40 of the A Unit’s current CBA showing these changes is attached to this MOU.
4. The Sick Leave accrual rate in Section 2 of Article 28 of the A Unit’s CBA shall be reduced for EMS Personnel, 40 Hour Employees, and 48 Hour Employees to eliminate the additional time that was previously provided to them for the sole purpose of donating it to the Union Leave Account in Article 40 of the A Unit’s CBA. To avoid any confusion, a copy of Article 28 of the A Unit’s current CBA showing these changes is attached to this MOU.

The Parties recognize that all eventualities cannot be identified and addressed by this MOU and agree to work together to identify and resolve any such issues as they are identified.

John Classe, Jr.
District Administrator
Reedy Creek Improvement District

Jon Shirey
President
Reedy Creek Professional
Firefighters, Local 2117 IAFF

Date

Date

DRAFT

Article 28 - Sick Leave

Section 1: Eligibility for Sick Leave

Employees shall receive sick leave based on the number of straight-time hours worked. Sick leave accrued in the first calendar year of service may not be used until six (6) months of continuous service have elapsed from the date of hire.

Section 2: Calculation of Accrued Sick Leave Hours

Bargaining unit employees shall receive paid sick leave on the basis of the straight time hours actually worked as follows:

- A. **EMS Personnel-** EMS Personnel earn ~~.028853077~~ hours of sick leave for every straight-time hour worked.

The maximum amount of sick leave that may be accrued in one (1) calendar year is sixty-four (~~60~~64) hours. Unused sick leave may be accumulated up to a maximum of 200 work hours; any excess over this amount will be given to the employee in the form of additional paid vacation, or as a lump-sum payment in January. Notification of the option desired must be made prior to the selection of vacation schedules.

- B. **Forty (40) Hour Employees -**

Fire Inspectors and Sprinkler Technicians earn ~~.028853077~~ hours of sick leave for every straight-time hour worked.

The maximum amount of sick leave that may be accrued in one (1) calendar year is sixty-four (~~64~~60) hours. Unused sick leave may be accumulated up to a maximum of 200 work hours; any excess over this amount will be given to the employee in the form of additional paid vacation, or as a lump-sum payment in January. Notification of the option desired must be made prior to the selection of vacation schedules.

- C. **Forty-Eight (48) Hour/Week Employees** – 48-Hour Personnel earn ~~.0577625~~ hours of sick leave for every straight-time hour worked.

The maximum amount of sick leave that may be accrued in one (1) calendar year is one hundred ~~forty-four~~ fifty-six (~~144~~156). Unused sick leave may be accumulated up to a maximum of four hundred eighty (480) work hours; any excess over this amount will be given to the employee in the form of additional paid vacation, or as a lump-sum payment in January. Notification of the option desired must be made prior to the selection of vacation schedules.

- D. **Twelve (12) Hour Shift Employees** – 12- Hour Shift Personnel earn .03461 hours of sick leave for every straight-time hour worked.

The maximum amount of sick leave that may be accrued in one (1) calendar year is seventy-two (72) hours. Unused sick leave may be accumulated up to a maximum of 200 work hours; any excess over this

amount will be given to the employee in the form of additional paid vacation, or as a lump-sum payment in January. Notification of the option desired must be made prior to the selection of vacation schedules.

Section 3: Utilization of Sick Leave

- A. Once an employee has completed the eligibility requirement, sick leave shall be made available for use and can be used to recuperate from one's own illness or injury or the illness or injury of a dependent whose well-being the employee is responsible. Sick leave shall be paid at the rate of pay in effect at the time sick leave is requested by the employee.
- B. Proof of illness acceptable to the District, such as a medical certificate signed by a licensed physician, may be required to substantiate a request for just cause. Employees not furnishing proof of illness acceptable to the District when required will not be entitled to sick leave pay. Employees will not be entitled to sick leave on days on which they were not scheduled to work. All other requirements contained in the District's policy on Attendance/Punctuality will be followed by bargaining unit employees.
- C. An employee who reports for work after the start of his/her scheduled shift due to personal illness shall not be entitled to apply for sick leave pay covering the period between the start of his/her scheduled shift and the time the employee actually started to work.
- D. An employee who calls in sick and is documented by the District to be working in another capacity for any entity other than the District shall not be entitled to sick leave pay and may be subject to discipline, not excluding termination.

Section 4: Separation Payment

Employees who terminate their employment with the District and who do not fall into the categories of drunkenness, dishonesty, or illegal use or possession of controlled substances will be paid 100% of their sick balance. Terminations for the three (3) categories listed above will be paid 50% of their sick leave balance.

Section 5: Approved Personal Business (APB) Day

- A. Forty-eight (48) hour/week Employees: Employees may utilize up to two (2) shifts of sick leave per year as approved personal business days provided the employee maintains a minimum of four (4) shifts / ninety-six (96) hours of sick leave. APB's must be scheduled in advance and approved by the District. APB's must be taken in twenty-four (24) hour increments.
- B. EMS Team Personnel: Employees may utilize up to two (2) shifts of sick leave per year as approved personal business days provided the employee maintains a minimum of forty-eight (48) hours of sick leave. APB's must be scheduled in advance and approved by the District. APB's must be taken in full shift increments.
- C. Communicators: Employees may utilize up to two (2) shifts of sick leave per year as approved personal business days provided the employee maintains a minimum of sixty (60) hours of sick leave. APB's must be scheduled in advance and approved by the District. APB's must be taken in ten (10) or twelve (12) hour increments.

Article 40 - Union Leave Account

Section 1: Authorized Use of Union Leave Account

The Union will maintain a Union Leave Account for the purpose of enabling the Union Officers, Executive Board Members, or their designees, to attend Union and professional development conferences, seminars and meetings without loss of pay or benefits provided there is an adequate balance in the Union Leave Account. These meetings shall include, but not be limited to grievances, arbitrations and negotiations.

Notifications for Union Leave shall be in writing and shall be submitted to the Fire Chief, or his designee, at least twelve (12) hours prior to the commencement of Union Leave. When it is not feasible to submit a written notification providing twelve (12) hours' notice, a verbal notification may be made stating the reason for the short notice, and this verbal notification shall be later confirmed in writing.

The Union shall have the right to use shift exchange provisions as set forth in Article 12 for a Union Representative(s) who is authorized for Union Leave. The Union shall be entitled to make payments from the Union Leave Account directly to its members for exchange of time for all hours worked in connection with the time exchange. If the employer is requested by the Union to fill a vacancy which was created by a Union Representative(s) who is authorized for Union Leave then all salaries, wages and overtime pay, if any, incurred in replacing the Union Representative(s) authorized for Union Leave shall be deducted from the Union Leave Account. Authorization for Union Leave shall be limited by the amount available hours in the Union Leave Account.

Section 2: Deduction of Hours from Employee Benefit Time

~~On the last full pay period in December of each year, the Employer shall deduct from each Union Member's accumulated annual sick leave, vacation or combination thereof, as follows: four (4) hours from forty (40) hour employees' and twelve (12) hours from forty eight (48) hour employees' accumulated annual vacation, sick leave, or combination thereof, and add it to the existing balance of the Union Leave Account.~~

~~By December 1st of each year, each Union Member shall notify the District, in writing, from which accumulated account(s) the employee wishes to have the four (4) or twelve (12) hour donation made for deposit into the Union Leave Account. If notice to the District is not received by December 1st, the deduction for the Union Leave Account shall be from the employee's Sick Leave bank. In the event the hours are not available in the Union Member's Sick Leave bank, the remaining hours will be deducted from the Union Member's Vacation bank.~~

~~A New employee who joins the Union in the employee's first year of employment is exempt from the requirements of this article. After the Union Member's first anniversary date of employment, the Union Member shall be subject to this Article. The Union will encourage its Members to provide the District with a written designation by December 1st of each year, indicating if the Member wishes to utilize the Member's vacation account first. In January of each year, the District will provide the Union with a list of Union Members who donated time to the Union Leave Account.~~

The District and the Union further agree that the deduction of Union Leave shall be pursuant to the "Rule of Ten" deduction system. Under the Rule of Ten, if at the time Union leave is requested, less than ten (10) personnel are scheduled off on the days for which Union leave is requested, the deduction(s) from the Union Leave account shall be made on an hour for hour basis. However, if ten (10) or more personnel are scheduled to be off on the days for which Union Leave is requested, the deduction(s) from Union Leave account shall be made on a one point five (1.5) hour per hour worked basis.

Section 3: Voluntary Deductions of Additional Time

~~By approval of the Union President, the Union may request from its members additional voluntary donations and deductions of paid time off. The voluntary donation may be deducted from an employee's annual vacation and/or sick leave accounts (or combination thereof) and must be in writing and accompanied by the signature of the employee donor volunteering for the deduction. All additional donations and deductions shall be credited to the Union Leave Account.~~

Section 4: Payment from Union Leave Account

Circumstances under which the Union Leave Account may be charged:

1. As defined in Article 40, Section 1.
2. In emergency circumstances, as designated and requested by the Union President or the Union President's designee.

Section 5: Professional Leave

The Employer may authorize absences with pay, referred to as Professional Leave, when believed to be in the best interest of the Department and/or the Employer. Absences authorized under this sub-Article are considered time worked for the purpose of overtime calculation. Absences for Professional Leave will not be deducted from the Union Leave Account.

EXHIBIT G

Financial Summary – World Drive North Phase II

June 23, 2021

	BUDGET	Commitments		Change Order Allowance		TOTAL
		Executed	Pending	Available	Pending	
Budget	\$ 61,000,000					
Hard Costs		\$ 42,705,175	\$ -	\$ 2,735,887	\$ -	\$ 45,441,062
Soft Costs		\$ 8,541,919	\$ 178,000	\$ 1,029,774	\$ -	\$ 9,749,692
Colonial Risk Management			\$ 78,000		\$ -	
RCID Utilities Division			\$ 100,000		\$ -	
TOTAL	\$ 61,000,000	\$ 51,247,094	\$ 178,000	\$ 3,765,660	\$ -	\$ 55,190,754

Percentage of Budget

90%

EXHIBIT G



EXHIBIT H

District-Wide 2016-2024 Transportation Program Budget

<u>Project</u>	<u>Current Budget</u>	<u>Proposed Budget</u>	<u>Difference</u>
BVD Corridor (CLOSED)	\$337,125,000	\$337,125,000	\$0
A3 Parking Garage Projects (CLOSED)	\$86,600,000	\$86,600,000	\$0
World Drive North Flyover (CLOSED)	\$65,800,000	\$65,800,000	\$0
Floridian Place Extension (CLOSED)	\$29,450,000	\$29,450,000	\$0
Western Way Extension (CLOSED)	\$21,450,000	\$21,450,000	\$0
RCID Tech Services Facility (CLOSED)	\$4,565,000	\$4,565,000	\$0
Roadway Master Plan (CLOSED)	\$125,000	\$125,000	\$0
Bonnet Creek Resort ROW Acquisition (CLOSED)	\$905,000	\$905,000	\$0
World Drive North Phase II	\$65,000,000	\$61,000,000	-\$4,000,000
World Drive North Phase III ***	\$80,000,000	\$80,000,000	\$0
Osceola Parkway Improvements	\$132,980,000	\$132,980,000	\$0
ERB Bridges Phases I & II	\$16,000,000	\$16,000,000	\$0
Flamingo Crossings Ped Bridges	\$10,000,000	\$14,000,000	\$4,000,000
District-wide DMS & Fiber Improvements	\$8,000,000	\$8,000,000	\$0
Uncommitted Funds	\$0	\$0	\$0
Total	\$858,000,000	\$858,000,000	\$0

*** - total approved project budget is \$97,000,000 but funding yet to be secured for full amount

EXHIBIT I

Financial Summary – Flamingo Crossings Pedestrian Bridges

June 23, 2021

	BUDGET	Commitments		Change Order Allowance		TOTAL
		Executed	Pending	Available	Pending	
Budget	\$ 14,000,000					
Hard Costs		\$ 175,000	\$ 10,022,208	\$ -	\$ 1,002,221	\$ 11,199,429
Hoar Construction			\$ 10,022,208		\$ 1,002,221	
Soft Costs		\$ 1,100,578	\$ -	\$ 5,006	\$ -	\$ 1,105,584
TOTAL	\$ 14,000,000	\$ 1,275,578	\$ 10,022,208	\$ 5,006	\$ 1,002,221	\$ 12,305,013

Percentage of Budget

88%

EXHIBIT I



EXHIBIT J

CONSTRUCTION REIMBURSEMENT AGREEMENT

THIS CONSTRUCTION REIMBURSEMENT AGREEMENT (this “**Reimbursement Agreement**”) is made and entered into as of this ___ day of _____, 2021 (the “**Effective Date**”), by and between **HOLIDAY INN CLUB VACATIONS INCORPORATED** (f/k/a Orange Lake Country Club, Inc.), a Delaware corporation (“**HICV**”), whose address is 9271 South John Young Parkway, Orlando, Florida 32819, and **REEDY CREEK IMPROVEMENT DISTRICT**, a public corporation of the State of Florida (“**RCID**”), whose mailing address is Post Office Box 10170, Lake Buena Vista, Florida 32830-0170. (HICV and RCID are sometimes individually referred to herein as a “**Party**” and collectively as the “**Parties**”).

WITNESSETH:

WHEREAS, the Parties entered into a Construction Agreement (the “**Original Agreement**”), the effective date of which was the 5th day of November, 2008, as amended by that certain Amendment to Construction Agreement dated the 15th day of February, 2011 (the “**First Amendment**”) and as further amended by that certain Second Amendment to Construction Agreement, the effective date of which was the 23rd day of June, 2021 (the “**Second Amendment**”); the Original Agreement, the First Amendment and the Second Amendment are collectively referred to as the “**Agreement**”);

WHEREAS, pursuant to the Agreement, among other things, HICV agreed to construct a portion of roadway referred to as Project Number ORL-01;

WHEREAS, pursuant to the Agreement, RCID agreed to construct a roadway transition section (the “**Transition**”) between Project Number ORL-01 and the Hartzog Road Improvements (as defined in the Agreement), and, accordingly, RCID has prepared the Hartzog Road Transition Plans (defined below);

WHEREAS, HICV has obtained a bid from Jon M. Hall Company (“**Contractor**”) to construct the Transition in accordance with the Hartzog Road Transition Plans;

WHEREAS, the Parties have agreed that it is mutually beneficial for HICV to contract directly with Contractor to build the Transition, for HICV to assume responsibility for the construction of the Transition and for RCID to reimburse HICV for the cost of such construction in accordance with the terms and conditions set forth in this Reimbursement Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

1. **Recitals**. The foregoing recitals are true and correct and are incorporated herein by reference.
2. **Hartzog Road Transition**
 - a. RCID has prepared certain plans for the construction of the Transition. The plans for the Transition are dated 4/22/21 and entitled Hartzog Road Transition Section (the “**Hartzog Road Transition Plans**”). The Hartzog Road Transition Plans are incorporated into this Reimbursement Agreement by this reference and shall be kept on file in the RCID Planning and Engineering Department.
 - b. The Parties have agreed that HICV shall, and HICV hereby does, assume and have the sole responsibility for constructing the Transition and RCID is released from any responsibility with respect thereto except, for RCID’s obligation to reimburse HICV for the Construction Cost as provided in Section 3 below. HICV has agreed that it shall contract with and compensate Contractor for the construction of the Transition in accordance with the Hartzog Road Transition Plans. HICV shall share the construction contract between HICV and Contractor (the “**Contract**”) with RCID for input and approval. The Contract shall not be executed, amended and/or modified without RCID’s written approval, which shall not be unreasonably withheld. The Contract shall, among other things, provide that RCID is an additional insured party under all liability policies to be maintained by Contractor, contain an indemnity, defense and hold harmless provision benefitting RCID, provide that the Contract may be assignable by HICV to RCID and name RCID as a third-party beneficiary.
 - c. The Parties have agreed that RCID will, at its expense, for RCID’s sole benefit, provide (or cause a third-party to provide) Construction Engineering & Inspection (CEI) services for the Transition during the construction period. The failure of RCID to provide (or cause a third-party to provide) the CEI services and/or to

advise HICV of any deficiencies discovered shall not be a default by RCID and shall not release HICV from its obligations hereunder. A description of the scope for these CEI services is attached hereto as **Exhibit “A”**.

d. The Contract will provide that Contractor apply to RCID for any right-of-way, maintenance-of-traffic or other RCID permits needed to commence, carry out and complete the construction on RCID property.

e. RCID, HICV and Contractor shall enter into a non-exclusive temporary construction easement over the RCID owned lands for the purposes of constructing the Transition, the form of which is attached hereto as **Exhibit “B”**.

f. RCID will reimburse HICV for the Construction Cost as provided in Section 3 below, provided that: (i) Completion (defined below) of the Transition has been achieved; (ii) Contractor or HICV has submitted to RCID all materials required by the Contract in connection with Contractor’s application for payment; (iii) there are no defaults under the Contract (including, without limitation, no liens, encumbrances or charges have been filed with respect to RCID and/or any RCID owned property); and (iv) HICV has provided RCID with the Reimbursement Invoice (defined below) (collectively, the **“Reimbursement Conditions”**).

3. **Cost of Completion.** Upon satisfaction of the Reimbursement Conditions, HICV will deliver an invoice to RCID (the **“Reimbursement Invoice”**) in the amount of five hundred ninety three thousand five hundred (\$593,500) dollars (the **“Construction Cost”**) together with a final waiver of lien from Contractor and RCID will reimburse HICV, within thirty (30) days of receipt of the Reimbursement Invoice and final waiver of lien, an amount equal to the Construction Cost.

4. **Cost Modifications.** In no event shall RCID be responsible to reimburse HICV any amount in excess of the Construction Cost. If the amount due Contractor under the Contract exceeds the Construction Cost, HICV shall be solely responsible for (and shall pay to Contractor) the difference.

5. **Self Help Rights.**

a. The Parties anticipate (and the Contract shall require) that Completion of the Transition will be achieved by Contractor within three (3) months after the Effective Date. In the event the Completion Date does not occur within three (3) months after the Effective Date, the same shall not constitute a default by HICV hereunder. If the Completion Date has not occurred within six (6) months after the Effective Date, RCID shall, in addition to its rights and remedies under the Agreement, have the right (but not obligation) to cause the construction and completion of all or any portion of the Transition to occur (**“Self Help Rights”**). If RCID elects to exercise its Self Help Rights, RCID shall have the right to contract with a contractor licensed in Florida of RCID’s choice (the **“Replacement Contractor”**) for the construction of the Transition in accordance with the Hartzog Road Transition Plans (the **“Replacement Contract”**) and RCID shall pay Replacement Contractor for the work performed under the Replacement Contract. If the amount owed to Replacement Contractor under the Replacement Contract shall exceed the Construction Cost, HICV shall reimburse RCID for the difference within thirty (30) days after receipt of an invoice from RCID. If the total amount owed to Replacement Contractor under the Replacement Contract is less than the Construction Cost, RCID shall pay HICV the difference (less the amount incurred or expected to be incurred by RCID under Section 6 below) within sixty (60) days after the Completion Date and HICV shall be responsible to pay and shall pay all amounts due and owing to Contractor under the Contract (regardless of whether the amounts due shall exceed the amounts paid by RCID to HICV as aforesaid).

b. The term **“Completion”** shall have the meaning ascribed thereto in the Contract and shall include, without limitation: (i) completion of all work under the Contract and certification by Contractor (to RCID and HICV) that such improvements have been completed in accordance with the Contract and all applicable permits, approvals and standards for such work; and (ii) the contractor and all applicable subcontractors for such work have been paid in full and have provided a final waiver and lien release for such work, such that no liens have or are expected to attach to any properties. The date on which Completion shall occur is referred to as the **“Completion Date”**.

6. **Liens.** If any lien, encumbrance or charge is filed against all or any part of any property owned by RCID by Contractor (or Replacement Contractor, if applicable), any subcontractor (of any level), any material supplier or any other third-party with respect to the Transition, HICV shall cause the same to be discharged by payment, satisfaction, insurance or posting of a bond, letter of credit or other form of security satisfactory to RCID within thirty (30) days after the date filed. If HICV fails to cause any such lien, encumbrance or charge to be discharged, bonded or insured over within the permitted time as aforesaid, then RCID may cause the lien, encumbrance or charge to be discharged and may make any payment which RCID, in RCID's sole and absolute judgment, considers necessary,

desirable or proper (including, without limitation, attorneys' and paralegals' fees and costs) in order to do so. If RCID makes any such payment, all amounts paid by RCID shall be deducted from the amount payable by RCID to HICV under Section 5 a) above or, if the amount incurred or to be incurred by RCID exceeds the amount payable by RCID to HICV under Section 5 a) above, HICV shall pay the excess to RCID upon demand.

7. **Miscellaneous.**

a. **Captions.** The captions at the beginning of the sections of this Reimbursement Agreement are not a part of this Reimbursement Agreement but are merely labels to assist in locating and reading the respective sections hereof.

b. **Further Assurances.** HICV and RCID covenant and agree to execute and deliver such other instruments and documents, and do all matters and things, which may be reasonable and necessary, to carry out the intentions of this Reimbursement Agreement.

c. **Severability.** If any provision of this Reimbursement Agreement is declared invalid or unenforceable then, if reasonably possible, taking into consideration the intent or purposes of the Parties in entering into this Reimbursement Agreement, the remainder of the Agreement (as amended herein) shall continue in full force and effect.

d. **Governing Law.** This Reimbursement Agreement shall be governed by and construed under the laws of the State of Florida.

e. **Waiver.** No waiver of, acquiescence in, or consent to any breach or default of any term or condition hereof shall constitute or be construed as a waiver of, acquiescence in or consent to any other, further or succeeding breach or default of the same or any other term or condition.

f. **Modification.** No changes, alterations, modifications, additions or qualifications to the terms of this Reimbursement Agreement shall be binding upon the Parties hereto, unless made in writing and signed by the Parties to be bound thereby.

g. **Notices.** All notices, consents, approvals, waivers, elections and other communications ("Notices") given pursuant to this Reimbursement Agreement shall be in writing and sent to the Parties at the addresses for each Party set forth above. All Notices given in accordance with this Reimbursement Agreement shall be deemed to have been given and received on the date of personal delivery, or, if sent by (1) certified mail, on the third (3rd) business day after the date of deposit in the U.S. mail, or (2) overnight courier, on the next business day after delivery to the courier. A Party may change its address for notice purposes by delivering a Notice to the other Parties in the manner provided for in this Section 7.g.

h. **Entire Agreement.** This Reimbursement Agreement and the documents incorporated herein constitute the entire agreement between the Parties regarding the subject matter hereof. This Reimbursement Agreement shall not be construed with respect to any presumption against the preparer or maker hereof. Except as specifically set forth herein, this Reimbursement Agreement shall have no effect on the terms and conditions set forth in the Agreement, which terms and conditions shall continue to be of full force and effect. Notwithstanding the foregoing, except for RCID's obligations under this Reimbursement Agreement and its ongoing maintenance obligations under the Agreement, the Parties acknowledge and agree that RCID has satisfied its obligations under the Agreement. In the event of a conflict between the terms and provisions of this Reimbursement Agreement and the terms and provisions of the Agreement, the terms and provisions of this Reimbursement Agreement shall control and supersede those of the Agreement. This Reimbursement Agreement hereby ratifies the Agreement.

i. **Attorneys' Fees.** If any Party institutes any action against another Party relating to the provisions of this Reimbursement Agreement, the prevailing party in such action shall be entitled to recover from the non-prevailing party all reasonable attorneys' fees and costs incurred in such action, whether in trial, on appeal, in bankruptcy, or otherwise.

j. **Counterparts.** This Reimbursement Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one instrument.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereby have executed and delivered this Reimbursement Agreement and have intended the same to be and become effective on the day and year first above written.

“HICV”

Signed, sealed and delivered in the presence of:

HOLIDAY INN CLUB VACATIONS INCORPORATED
(f/k/a Orange Lake Country Club, Inc.), a Delaware corporation

Printed Name: _____

By: _____

Print Name: _____

Title: _____

Printed Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this __ day of _____, 2021, by _____, as _____ of Holiday Inn Club Vacations Incorporated (f/k/a Orange Lake Country Club, Inc.), a Delaware corporation, on behalf of the corporation, who is personally known to me or has produced _____ as identification.

Notary Public, State of Florida
Print name: _____
My Commission Expires:
(Affix Notary Stamp or Seal)

Signed, sealed and delivered in the presence of:

“RCID”

REEDY CREEK IMPROVEMENT DISTRICT, a public corporation of the State of Florida

Printed Name: _____

By: _____

Print Name: _____

Title: _____

Printed Name: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this day of _____, 2021, by _____, as _____ of REEDY CREEK IMPROVEMENT DISTRICT, a public corporation of the State of Florida, on behalf of the corporation, who is personally known to me or has produced _____ as identification.

Notary Public, State of _____

Print name: _____

My Commission Expires:

(Affix Notary Stamp or Seal)

Exhibit “A”
Construction Engineering & Inspection (CEI) Services

Request for Proposal No.: TBD
Project: Hartzog Road Transition Section – CEI Services
TBD

Project Scope and Scope of Services
Issue Date: TBD

PROJECT SCOPE OF SERVICE AND SCOPE OF SERVICES

PROJECT SCOPE:

Consultant shall provide Construction Engineering Inspection Services for the Construction Project discussed below. The Project area is depicted in drawings titled Hartzog Road Transition Section prepared by RCID Planning & Engineering.

CONSTRUCTION PROJECT:

Hartzog Road Transition Section

Description: The scope of the work for the Hartzog Road Transition Section – CEI Services project includes, but is not limited to, the following:

The scope of work for the Hartzog Road Transition Section project includes, but is not limited to; Erosion Control, Maintenance of Traffic, Demolition, Clearing & Grubbing, Roadway Widening, Earthwork, Curb & Gutter Construction, Drainage, Retaining Wall Construction, Concrete Flatwork, Irrigation, Sodding, Asphalt Paving, and Pavement Striping.

Schedule: TBD

Estimated Cost of Construction: N/A.

SCOPE OF SERVICES:

The scope of services for this package includes but is not limited to: (i) earthwork testing; (ii) roadbed materials testing; (iii) concrete testing; (iv) onsite and offsite drainage inspection; (v) retaining wall inspection (vi) permanent pavement inspection coordination and oversight of nominated sub consultant (vii) offsite asphalt plant inspection, and (viii) utility inspection coordination and oversight. The Services will begin on or about TBD and will extend approximately sixty (TBD) days after final completion of construction. The accumulated length of Services for the Project is estimated to be TBD days. Consultant shall undertake the Services outlined herein in general conformance with Florida Department of Transportation (FDOT) Guidelines. Consultant shall provide direct communication lines with the Owner’s Program Manager, to facilitate and expedite Project activities.

Consultant shall perform the following Services for the Project.

1. Construction Engineering Inspection, Materials, and Laboratory Services

1.1. Pre-construction Conference

Consultant shall attend a Pre-construction Conference with the successful bidder, (herein referred to as “Contractor”), of the contract for construction of the Hartzog Road Transition Section project, (herein referred to as “construction contract”). The meeting will be attended by Contractor, Owner, the Owner’s Representative, the Engineer of Record, and others if desired by the Owner. The purpose of the meeting will be to discuss procedures, scheduling, project coordination, maintenance of traffic, permitting and environmental issues, materials testing, etc. Responsibilities for each party at this meeting will be identified by the Owner’s Representative including insurance, permits, testing, inspection, etc.

1.2. Project Coordination and Administration

Consultant shall provide necessary Project coordination and administrative services to ensure a smooth progression of Project activities. Specific tasks include:

1.2.1. Coordination with Owner. Consultant shall be fully responsible for carrying out all functions assigned by this Scope of Services for the Project. All communications with Owner will be directed to Owner’s Representative, and all activities and decisions of the Consultant, related to the Project, shall be subject to review and approval by Owner. Consultant shall provide coordination of all activities, correspondence, reports and other communications related to this Scope of Services to carry out its responsibilities to Owner.

During the life of the Project, Owner may conduct reviews of the various phases of Consultant’s operations. If, in the opinion of the Owner, deficiencies are found in the performance of the Services as a result of these reviews, remedial action shall be immediately implemented by Consultant. In general, remedial action shall be commensurate with the degree and nature of the deficiencies cited. Remedial actions may include, but are not necessarily limited to, the following actions:

- Further subdivide inspection responsibilities, reassign inspection personnel and/or assign additional inspection personnel.
- When directed by Owner, remove and replace any person whose performance has been determined to be unsatisfactory by Owner.
- Increase the frequency of materials sampling and testing in the appropriate phase of work where Quality Assurance is the responsibility of Consultant.
- Increase the scope and frequency of training of personnel assigned to the Project by Consultant.

1.2.2. Coordination with Owner’s Representative. The Consultant shall coordinate all efforts related to the scope of services with the Owner’s Representative.

1.3. Construction Materials Testing and Inspection

1.3.1. Consultant shall provide sufficient certified personnel, equipment and supplies to perform the Services described herein. These Services may be provided directly by Consultant, by

an approved Sub-consultant, or by a combination of the two. In any case, all laboratory testing must be performed by a licensed materials testing laboratory. The Consultant shall be responsible for obtaining any and all proper licenses for equipment and personnel operating equipment when licenses are required.

- 1.3.2. Personnel Certifications – Consultant shall have personnel assigned to the Project who possess current CTQP certifications in FDOT construction procedures and other requirements as they apply to all construction elements of the Project for which the Consultant is providing services. Consultant personnel that do not have CTQP certifications, for the work elements on this project for which they are inspecting, shall not be proposed or assigned to the project at any time. Consultant shall provide to the Owner and update quarterly, a listing of personnel assigned to the project indicating their respective CTQP and other current applicable certifications.
- 1.3.3. Consultant shall maintain sufficient equipment, laboratory and field apparatus, and supplies to perform all required inspections and materials sampling and testing. Consultant shall perform laboratory tests according to applicable specifications. The pay item, work description, and unit of payment are described on the Service Summary sheets attached to the Scope of Services. The unit prices shall include ALL costs associated with this work, including, but not limited to engineering reviews, clerical costs including report preparation and distribution, expendable materials and supplies, equipment (including vehicle costs), overhead, and operating margins. The Consultant shall transport all materials from the project site that require laboratory testing on the Materials Testing Consultants laboratory.
- 1.3.4. Consultant shall perform all Services in accordance with the provisions, parameters, and requirements as listed in the following documents, hereinafter referred to as the Project Documents:
- 1.3.4.1. Contract Documents for the Project, consisting of the Drawings and Specifications, and any Special Provisions applicable to the work; FDOT Standard Specifications for Road and Bridge Construction (Specifications), current edition, and supplements thereto; FDOT Roadway and Traffic Design Standards, current edition; and Contractor submittals, including shop drawings, working drawings, catalogue cuts, and certifications.
- 1.3.4.2. FDOT Manual of Florida Sampling and Testing Methods, Materials Office, current edition and FDOT Field Sampling and Testing Manual, Materials Office, current edition.
- 1.3.4.3. FDOT Construction Project Administration Manual (CPAM), current edition and as amended.
- 1.3.4.4. American Association of State Highway and Transportation Officials (AASHTO) “Standard Specifications for Transportation Materials and Methods of Sampling and Testing”, current edition.
- 1.3.4.5. FDOT Structures Design guidelines, current edition.
- 1.3.4.6. American Welding Society (AWS) Structural Welding Codes.
- 1.3.4.7. Consultant shall be cognizant of and at all times in compliance with the Manual on Uniform Traffic Control Devices (MUTCD) for work in and

around traffic. All cost of compliance will be considered incidental to other items of labor furnished.

1.3.5. Consultant shall perform at a minimum, sampling and testing at frequencies established in the FDOT Materials Sampling, Testing, and Reporting Guide (STRG), current edition to provide certification of materials for compliance with the Project Documents. When materials are borderline, or there is reason to suspect noncompliance with contract requirements, sampling and testing frequencies should be increased.

1.3.5.1. Refer to Attachment “A” – Summary of Tests for a listing of expected testing and frequency compiled by the Owner. The Consultant shall add any testing services it believes is relevant to carry out the required testing in the references listed above.

1.3.6. Testing of On-Site Construction Materials – Materials Testing Consultant and Laboratory shall coordinate any testing required on-site by direction of the Owner’s Representative. Consultant shall perform services necessary to test materials at the job site to evaluate conformity with the Project Documents as outlined in I.C.4. above. Consultant will document costs for re-tests for defective or deficient work for purposes of back charging Contractor. Consultant shall coordinate with Owner regarding payment for retesting required due to defective work or materials. Testing and documentation of construction materials will include, but not be limited to, the following:

1.3.6.1. Earthwork - The Consultant shall sample and test all embankments, sub-grades, bedding, excavation and backfill associated with all storm water systems, all wet pipe utilities, and with the construction of the roadways in accordance with the FDOT Material Sampling, Testing, and Reporting Guide. The Consultant shall perform all on-site density tests necessary during the course of the work. The Consultant shall provide all manpower, equipment and materials to perform the inspection and testing of earthwork according to applicable specifications. The pay item, work description, and unit of payment are described on the Service Summary sheets attached to the Scope of Services. The unit prices shall include ALL costs associated with this work, including, but not limited to, engineering reviews, clerical costs including report preparation and distribution, expendable materials and supplies, equipment (including vehicle costs), overhead and operating margins.

1.3.6.2. Roadbed Materials – The Consultant shall conduct sampling and shall perform laboratory testing of all sub-grade or stabilized sub-base, and base materials delivered at the job site. Consultant shall provide all manpower, equipment, and materials to perform the inspection and testing of roadbed materials according to applicable specifications. The pay item, work description, and unit of payment are described on the Service Summary sheets attached to the Scope of Services. The unit prices shall include ALL costs associated with this work, including, but not limited to, engineering reviews, clerical costs including report preparation and distribution, expendable materials and supplies, equipment (including vehicle costs), overhead, and operating margins.

1.3.6.3. Bituminous material testing/asphalt inspection and testing (roadway and plant) for permanent placement, is required to be performed by one of the two

nominated RCID bituminous inspection Sub-Consultants: Consor Engineers (Ryan Conrad, rconrad@consoreng.com, 407-957-1660) or CDM smith (Paul Wilson, wilsonpm@cdmsmith.com, 407-489-2543). The CEI shall be responsible for coordinating and managing their services. Base and temporary asphalt inspection and testing may be performed by the CEI Consultant.

1.3.6.4. The Consultant shall generate a computer plotted density log book recording the proctors and densities of the earthwork and roadbed materials. Each Lot shall have an independently numbered page in the log book. The log book shall consider separate lots for each lift of backfill over all storm structures, storm pipe, wet utilities (including sanitary pipe, structures, irrigation main, potable water main, and reclaim water main), dry utilities (including electrical and street lights), roadway embankment, stabilized subgrade, and base material. The Consultant shall update the on-site log books daily. The Consultant shall provide the Owner with five signed and sealed copies of the log book upon the completion of the Work.

1.3.6.5. Concrete – The Consultant shall conduct sampling and perform testing of concrete placed at the job site, in accordance with the FDOT Material Sampling, Testing and Reporting Guide. The Materials Testing Consultant shall provide compressive strength testing of concrete cylinders molded as well as any other laboratory test required in accordance with FDOT Materials Sampling, Testing and Reporting Guide. Consultant shall provide all manpower, equipment, and materials to perform the inspection and testing of concrete according to applicable specifications. The pay item, work description, and unit of payment are described on the Service Summary sheets attached to the Scope of Services. The unit prices shall include ALL costs associated with this work, including, but not limited to, engineering reviews, clerical costs including report preparation and distribution, expendable materials and supplies, equipment (including vehicle costs), overhead, and operating margins.

1.3.6.5.1. The Consultant shall perform concrete plastic properties tests and compressive cylinders for all bus lanes, curbs, sidewalks, and ramps at a rate of one per 50yd³ or each day's production.

1.3.7. Utilities – Testing and observation of pressure and leakage tests for sanitary force main, lift station, potable water systems, re-use main systems, gas, and communication; exfiltration and infiltration of gravity sewer and storm sewer lines will be performed. The Consultant shall coordinate with RCES, or Smart City Telecom, for oversight of the utility owners' inspection.

1.3.8. Off-site Testing and Inspection – Materials Testing Consultant shall perform services necessary to inspect off-site fabrication yards, which include but are not limited to, pre-cast piles and beams, pre-cast storm structures, pre-cast utility man holes, concrete batch plants, OH sign structure fabrication facilities or production plants, and light poles, away from the job site during the course of the fabrication or production. These tasks shall be coordinated through the Owner's Representative. Off-site testing and inspection include, but are not limited to, precast concrete storm pipe, and structures. Consultant shall provide all transportation, manpower, equipment, and materials to perform the appropriate inspections and laboratory and/or field tests according to the applicable specifications.

The pay item, work description, and unit of payment are described on the Service Summary sheets attached to the Scope of Services. The unit prices shall include ALL costs associated with this work, including, but not limited to, engineering reviews, clerical costs including report preparation and distribution, expendable materials and supplies, equipment (including vehicle costs), overhead, and operating margins. This task includes, but is not limited to, the following:

- 1.3.9. Retaining Wall – Consultant shall perform any testing, including but not limited to, density testing, concrete testing, coatings, anchoring, etc. that is deemed necessary by the Owner.
- 1.3.10. Quality Control Assurance – Consultant shall conduct a quality assurance check, including auditing of Contractor’s and Fabricator’s quality control procedures and records, and prepare reports summarizing findings thereof. Consultant shall perform quality assurance testing to verify Contractor’s and Fabricator’s testing. Consultant’s quality assurance program shall be submitted to Owner’s Representative for approval prior to implementation.
 - 1.3.10.1.1. Testing and Inspection of Materials – Consultant shall observe, test, inspect, and document Contractor and Fabricator off-site activities. Consultant shall conduct off-site testing and inspection at a level and frequency to certify that the completed work is in accordance with FDOT requirements.
 - 1.3.10.1.2. Final Inspections Prior to Shipment – Consultant shall perform final inspections and tests prior to shipment and document in a report, which will serve as an “Approval for Release and Shipment”. Such report will be of content to be approved by Owner but will, at a minimum, include follow-up testing as required, date of approval, handling and loading activities, shipping dates, method of shipping, approved mill reports and certifications, and other items in accordance with FDOT requirements. All items will be stamped or tagged to show acceptance.
- 1.3.11. Engineering Assistance and Project Coordination – Materials testing and laboratory Consultant shall provide a project manager to coordinate with the Owner’s Representative. The project manager or its designated representative will attend meetings, assist in the resolution of outstanding issues, document deficiencies, prepare and disseminate reports, supervise materials testing and inspection services, and conduct overall coordination efforts. Consultant will coordinate its services with Owner’s Engineers of Record, Representative, representatives from FDOT and representatives or their agents related to any adjoining projects. These services will include, but not be limited to, the exchange of information on project interface points with existing and proposed roadways. Consultant shall provide all transportation, equipment, materials and qualified personnel to perform construction materials investigations, special studies and projects. The pay item, work description, and unit of payment are described on the Service Summary sheets attached to the Scope of Services. The unit prices shall include ALL costs associated with this work, including, but not limited to, engineering reviews, clerical costs including report preparation and distribution, expendable materials and supplies, equipment (including

vehicle costs), overhead, and operating margins. This task includes, but is not limited to, the following:

- 1.3.11.1. Meeting Attendance – The project manager or his designated representative will attend the Pre-construction Conference, an average of one (1) Progress Meeting per week, and periodic consultation sessions with the Owner’s Representative.
- 1.3.11.2. Outstanding Issues – Consultant will prepare special reports, as requested by the Owner’s Representative or the Owner, to provide analysis, evaluation, and recommendation on any outstanding issues as they relate to successful prosecution of work.
- 1.3.11.3. Requests for Interpretations – When Consultant desires interpretations of Project Documents, procedures, Contract requests for deviations, or suitability of climatic conditions to allow work to be performed, a Request for Interpretation will be issued in writing to the Owner’s Representative.
- 1.3.11.4. Documentation of Deficiencies – Any materials failing to meet required tests or tolerances are to be so noted and highlighted in the documentation to be furnished by Consultant to the Owner’s Representative. Retests and corrective actions taken for materials that initially failed will be so noted on the original from upon which it was reported. At the direction of the Owner’s Representative or Owner, Consultant will photograph deficient or defective work of a significant nature, or completed work that will be buried or covered by subsequent work.
- 1.3.11.5. Prepare and Disseminate Reports – Consultant will prepare a Daily Report and Monthly Report and attach thereto all materials test results and other material documentation as may occur during the reporting periods. The Monthly Report will summarize the Daily Reports, offer clarifications thereof, and be written and endorsed by the Professional Engineer Registered in the State of Florida who is in responsible charge of the work performed. All reports and documentation will be of a form, file system, and distribution as approved by the Owner’s Representative by the end of business the following day. All monthly reports will be delivered to the Owner’s Representative within seven (7) days of the end of the month.
- 1.3.11.6. Overall Coordination – Consultant will provide engineering assistance and Project coordination at a level required to maintain complete and accurate records, facilitate scheduling of tests and inspections among all parties involved, and document significant changes to the Project due to materials-related issues.
- 1.3.11.7. Responsiveness – Consultant will offer timely response on all requests, especially the performance of testing and immediate notice of failed test results. Minimal notice may be given to schedule field testing; however, the Owner’s Representative shall endeavor to obtain a 24-hour notice from Contractor. The Construction Engineering Inspection and Laboratory Consultant will be flexible and coordinate its efforts as necessary and as

directed by the Owner's Representative to meet the demands of the Project as responsively as possible.

1.3.11.8. Construction Materials Investigations, Special Studies, & Projects – Consultant shall provide qualified personnel to perform Construction Materials Investigations, Special Studies and Projects. The construction materials investigations, special studies and projects shall include, but not be limited to, performing literature searches, performing specialized tests, performing project inspections, review and analyze data and the preparation and submittal of a Final Report. All work performed shall be managed and coordinated by a Professional Engineer registered in the State of Florida and may require the services of other qualified Sub-consultant Services.

1.3.12. Project Documentation – Consultant will document on-site and off-site materials testing and inspection for the Project in accordance with FDOT and Hartzog Road Transition Section manual requirements. Documents and reports are expected from Consultant during performance of services, in accordance with standard FDOT and Hartzog Road Transition Section manual requirements reporting requirements.

1.4. Quality Control Plan:

Within fifteen (15) days after issuance of the Notice to Proceed, the Consultant shall furnish a Quality Control (QC) Plan to the Owner's Representative. The Quality Control Plan shall detail the procedures, evaluation criteria, and instruction to the organization to ensure conformance with the Agreement. Significant changes to the work requirements may require the Consultant to revise the Quality Control Plan. It shall be the responsibility of the Consultant to keep the Quality Control Plan current with the work requirements. The Consultant's Quality Control Plan shall demonstrate how all inspections, sampling, testing and reporting efforts are to be checked and back checked on a continual basis throughout the construction project.

The Plan shall include, but not be limited to, the following areas:

1.4.1. Organization

- A description is required of the Consultant's Quality Control Organization and its functional relationship in performing the work under the Agreement. The authority, autonomy, and responsibilities shall be detailed, as well as the names and qualifications of personnel in the Quality Control Organization.

1.4.2. Quality Control Reviews

- The Consultant shall detail methods used to monitor and assure compliance of the organization with the contract requirements for services and products.

1.4.3. Proposed Quality Assurance Records

- The types of records, which will be generated and maintained by the Consultant during the execution of the Quality Control Program, shall be outlined.

1.4.4. Control of Sub-consultants

- The methods used by the Consultant to control the quality of services of the lower tiered Sub-consultants shall be detailed and complete.

1.4.5. Quality Assurance Certification

- An officer of the Consultants firm will be required to certify that all tests performed and reported have been prepared and checked in accordance with any applicable test methods, good engineering practices, and represent quality product.

1.4.6. Quality Assurance Records

- The Consultant shall maintain adequate records of the quality assurance actions performed by the organization (including lower tiered Sub-consultants), in providing services and products under this Agreement. All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective actions taken. These records shall be available to the Owner or the Owner's Representative upon request during the term of the Agreement. All records shall be kept at the primary project office site. All records are subject to audit review.

2. Items to be furnished by Owner to Consultant

2.1. Owner will furnish digital contract documents for the Project as follows:

- One set of Project Drawings
- One copy of the Project Manual and Specifications

3. Items to be furnished by the Consultant

3.1. The Consultant shall provide any and all items necessary to carry out the work set forth in the Agreement. This includes but is not necessarily limited to, all labor, vehicles, equipment, supplies, fees, consumables and documentation expenses.

END PROJECT SCOPE AND SCOPE OF SERVICES

Exhibit "B"
Form of TCE

NON-EXCLUSIVE TEMPORARY EASEMENT AGREEMENT

THIS NON-EXCLUSIVE TEMPORARY EASEMENT AGREEMENT ("Temporary Easement Agreement") is made as of the Effective Date (as hereinafter defined) by and between **REEDY CREEK IMPROVEMENT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, whose mailing address is Post Office Box 10170, Lake Buena Vista, Florida 32830-0170 ("**Grantor**"), and _____, a _____, whose mailing address is _____ ("**Grantee**").

WITNESSETH:

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

WHEREAS, Grantee desires to obtain a non-exclusive easement on, over, under and across the portion or portions of the Property more particularly described on Exhibit "A" attached hereto and made a part hereof (the "**Easement Area**"), for the purpose of: (i) _____ (the "_____"); and, in accordance with the corridor utilization permit application, a copy of which is attached hereto as Exhibit "B"; in connection therewith (ii) access to and from the Easement Area, over and through adjacent public roads, alleys, sidewalks and other designated portions of the Property as Grantor may designate from time to time (as hereinafter provided) (items (i) and (ii) hereinabove are sometimes referred to as the "**permitted use**"); and

WHEREAS, Grantor agrees to grant to Grantee this non-exclusive temporary easement on, over, under and across the portions of the Easement Area where the _____ are located, subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual agreement of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Recitations. Each party represents to the other party hereto that the above recitations, as they relate to it, are true and correct.

2. Grant and Use of Easement. Grantor grants to Grantee a non-exclusive temporary easement (this "**Easement**") on, over, under and across the Easement Area. This Easement is subject and subordinate to the terms, conditions, restrictions, and limitations set forth herein and in other recorded and unrecorded easements, reservations, rights-of-way, licenses, restrictions, conditions, and limitations affecting the Easement Area and the Property. This Easement is also subject and subordinate to the rights of _____ County, Florida and to the rights, if any, of any other governmental or quasi-governmental authorities to locate, construct, maintain, improve and replace roadways and roadway related improvements and utilities over, through, upon and/or across the Easement Area. This Easement shall be used by Grantee (and its employees, contractors and agents) for the permitted use of the Easement Area and for no other purpose whatsoever. Grantee's rights in connection therewith shall include the right to maintain temporary construction facilities on the Easement Area. Grantor reserves the right to identify specific routes and other means of vehicular and pedestrian ingress and egress (in addition to existing public roads, alleys and sidewalks) to and from the Easement Area across the balance of the Property. Thereafter, only such routes and other means of vehicular and pedestrian access designated by Grantor shall be used by Grantee. This Easement shall terminate on _____, 20__ (the "**Termination Date**"). This Temporary Easement Agreement and this Easement granted hereby shall automatically terminate and shall be of no further force and effect on the Termination Date. This Temporary Easement Agreement shall not be recorded in the public records, and, notwithstanding the foregoing, this Temporary Easement Agreement shall automatically terminate if it is recorded in the public records.

Notwithstanding any provision in this Temporary Easement Agreement to the contrary, Grantee acknowledges that Grantee's access to the Easement Area and/or for ingress and egress across the Property is subject at all times to the strict compliance by Grantee, its employees, contractors, subcontractors, representatives, and agents, with all security provisions, rules and regulations of Grantor which may be in effect from time to time.

3. **Limitation of Rights.** This Temporary Easement Agreement creates a non-exclusive temporary Easement, and Grantee does not and shall not (at any time) claim any interest or estate of any kind or extent whatsoever in the Easement Area by virtue of this Easement or Grantee's use of the Easement Area pursuant hereto. Furthermore, except as provided in and subject to Paragraph 5(d), hereinbelow, no new facilities shall be constructed on the Easement Area without the prior written consent of Grantor, which may be withheld in Grantor's sole and absolute discretion.

4. **Grantor's Reservation of Rights.** Subject to the rights created herein, Grantor expressly reserves (to itself, its successors and assigns) the right to use, or to grant to others the right to use by virtue of additional licenses, rights-of-way, reservations or easements, any and all portions of the area upon, above or under the Easement Area and the Property (in Grantor's sole discretion) for any purpose whatsoever not inconsistent with the rights herein granted, including, but not limited to, the right of ingress and egress over and across the Easement Area onto any adjacent or contiguous property; provided, such right does not materially and adversely interfere with Grantee's permitted use of the Easement Area pursuant to the terms hereof. Grantor also reserves the right, but not the obligation, to do all or any of the following without Grantee's consent:

a) to construct (or allows others to construct) improvements; landscape; provide for drainage; construct paved roads, bridges, tunnels, driveways, parking areas, or any other improvements; and install utility lines, equipment and cables upon, above or under the Easement Area, so long as such use does not materially and adversely interfere with the purpose for which this Easement is granted;

b) to enter upon the Easement Area from time to time, in order to repair, maintain, repave, construct on, or complete other activities on the Easement Area or the Property. Grantor shall cooperate with Grantee in minimizing any unreasonable interference with Grantee's use of the Easement Area;

c) to enter upon the Easement Area at any time to inspect the operation, sanitation, safety, maintenance, and use thereof, and to perform any repair or maintenance of the Easement Area, and to enter upon the Easement Area at any time to remedy any condition thereof in the event of an emergency. Grantor shall not assume any responsibility for the performance of any of Grantee's obligations hereunder, or any liability arising from the improper performance thereof;

d) relocate, alter or modify, or cause Grantee to relocate, alter or modify, the location of all or any portion of the _____ to another location either within or outside of the Easement Area, from time to time, in Grantor's sole discretion, at Grantee's sole cost and expense. In the event of any such relocation, alteration or modification, Grantee shall, at Grantor's option, either: (i) execute a release of the rights granted hereunder with respect to the portion of the Easement Area to be vacated and enter into a new agreement in substantially the same form as this Temporary Easement Agreement to cover the new easement area(s), in which event, this Easement shall be considered canceled as to the portion vacated by such relocation and all rights and obligations of Grantee contained herein with respect to the Easement Area shall be described in such subsequent agreement; or (ii) execute an amendment to this Temporary Easement Agreement amending the description of the Easement Area to reflect the designated location where the _____ are to be relocated. Grantee (at Grantee's cost) shall cooperate with Grantor in taking all steps necessary or appropriate to accomplish the release of designated portions of the Easement Area from the effect of this Temporary Easement Agreement and the relocation, alteration or modification of the Easement Area or the _____. If any or all of the Easement Area or the _____ are to be relocated, altered, or modified, Grantee shall, upon Grantor's request (and at Grantee's sole cost and expense) promptly remove the _____, restore the Easement Area to the same condition existing at the time of the execution of this Temporary Easement Agreement, and commence use of the new location designated by Grantor; and

e) plat, replat or dedicate the Easement Area to the public.

5. **Covenants of Grantee.** Grantee, for itself, its grantees, and invitees, covenants and agrees it shall:

a) not interfere with or prevent the following: (i) the development, use and maintenance by Grantor of the Easement Area, the Property, or Grantor's adjacent properties, if any; (ii) the use of any portion of the Easement Area by the general public, if any portion of the Easement Area has been or is hereafter dedicated to the general public; and (iii) any development, construction, improvement, or other activity or use by Grantor now or in the future existing on or about the Easement Area and the Property, so long as such use does not materially and adversely interfere with Grantee's permitted use of the Easement Area;

b) not interfere with or disturb any threatened or endangered plant or animal life on or under the Easement Area or the Property;

c) not interfere with any existing license, easement, reservation, or right-of-way upon, above, over, through, under, or across the Easement Area;

d) not interfere with any hereafter granted license, easement, reservation or right-of-way upon, above, over, through, under, or across the Easement Area so long as such license, easement, reservation or right-of-way does not materially and adversely interfere with Grantee's permitted use of the Easement Area;

e) comply at all times and in all respects with all present and future local, municipal, county, state, and federal environmental and all other applicable laws, statutes, governmental constitutions, ordinances, codes, rules, regulations, resolutions, requirements, standards, applications, and directives, as well as all decisions, judgments, writs, injunctions, orders, decrees or demands of courts, administrative bodies and other authorities construing any of the foregoing (collectively, the "**Laws**"), and Grantee shall obtain, maintain and comply with all applicable permits in connection with Grantee's use of the Easement Area. Grantee shall not, by any act or omission, render the Grantor liable for any violation thereof. Grantee shall promptly deliver to Grantor true and accurate copies of all applicable permits upon issuance and shall pay all costs and expenses incurred with respect to compliance with this subparagraph;

f) operate, maintain, replace, and repair the _____, at its sole cost and expense, and in compliance with all applicable Laws and permits, in an expeditious and good and workmanlike manner, and maintain the appearance of all above-ground facilities, if any, if permitted hereunder by Grantor (and of the Easement Area, if requested by Grantor) in reasonably the same condition as existed upon completion of their initial installation;

g) not cause or give permission for any hazardous waste, toxic substances or related materials as defined by any Laws (collectively, "**Hazardous Materials**") to be used, placed, misused, or disposed of upon, above or under, or transported to or from the Easement Area or the Property ("**Hazardous Materials Activities**"). Grantor shall not be liable to Grantee for any Hazardous Materials Activities caused by Grantee, its employees, agents, contractors, or invitees. Grantee shall be liable to Grantor for any and all Hazardous Materials Activities and any and all hazardous spills, fires, or other environmental hazard on the Easement Area or the Property caused by Grantee, its employees, agents or contractors, or in any way resulting from Grantee's construction, repair, replacement, maintenance, or operation of the _____;

h) after completion of any repair or replacement work with respect to the permitted use of the Easement Area (or any construction or installation work for relocated facilities or new facilities, if any, consented to by Grantor, which consent Grantor may grant or withhold in its sole discretion), at its sole cost and expense and in a safe, good and workmanlike manner, remove any temporary improvements and equipment placed on the Easement Area, and restore both the ground surface of the Easement Area and any grass, irrigation lines and equipment, and landscaping in or on the Easement Area, to the original contour, grade and condition which existed immediately prior to the commencement of any work; and

i) not permit any lien to be filed against the Easement Area or the Property for any labor or materials in connection with work of any character performed or claimed to have been performed on the Easement Area or the Property at the direction or sufferance of Grantee. If any such lien is filed against the Easement Area or the Property, Grantee shall have the obligation to remove or otherwise cancel or discharge the same immediately. Grantor shall have the right (but not the obligation) to cause such lien to be released. Grantee shall pay on demand all of Grantor's costs in connection therewith, together with interest thereon at the interest rate set forth in Paragraph 7, hereof, accruing from and after the date of such expenditure until Grantor's receipt of full payment therefor.

6. Breach by Grantee. If Grantee breaches any provision in this Temporary Easement Agreement and fails to cure any such breach within fifteen (15) days after written notice thereof is given by Grantor, in addition to any other right or remedy available to Grantor at law or in equity, Grantor shall have the right, but not the obligation, to cure any such breach. Grantee agrees to reimburse Grantor for the cost thereof upon demand, together with interest accruing thereon at an annual rate of interest equal to the lesser of: (i) four percent (4%) above the prime rate of interest announced by SunTrust Bank, Central Florida, N.A.; or (ii) the highest rate of interest allowable by law, from and after the date of Grantor's expenditure thereof, until Grantor's receipt of full payment therefor.

7. Condition of Easement Area; Indemnity.

a) Grantee acknowledges that it (i) has physically inspected the Easement Area; and (ii) accepts the Easement Area “AS IS” and “WHERE IS” with full knowledge of the condition thereof and subject to all the terms, conditions, restrictions, and limitations applicable thereto. Grantee, for and on behalf of itself and its employees, contractors, agents, grantees, representatives, and invitees, assumes sole and entire responsibility for any and all loss of life, injury to persons or damage to property (wherever such property may be located) sustained from the activities, operations or use of the Easement Area (or use of the portions of the Property made available for ingress and egress) by Grantee, its employees, contractors, agents, grantees, representatives, and invitees. Grantee (for itself, its employees, contractors, agents, grantees, representatives, and invitees and for those claiming by, through or under any of them) shall hereby release, indemnify, defend, and hold harmless the Reedy Creek Improvement District, its Board of Supervisors, agents, officers, directors, supervisors, servants, contractors, representatives, and employees (collectively, the “**Indemnitees**”) from and against all claims, liabilities, suits, judgments, liens, damages, penalties, fines, interest, costs, and expenses (including without limitation, those relating to injuries to persons (including, without limitation, loss of life) or for damage, destruction or theft of property), including, without limitation, reasonable attorneys’ fees and litigation costs incurred by or asserted against the Indemnitees in connection therewith, that arise from or relate, directly or indirectly, to: (i) operations on, or the use of, the Easement Area or the Property by Grantee (its employees, contractors, agents, grantees, representatives, and invitees, and all of their officers, directors, employees, representatives and agents); (ii) Hazardous Materials Activities, spills or fire caused by Grantee, its employees, contractors, agents, grantees, representatives, and invitees, on, over, under, through or across the Easement Area or the Property; (iii) any activity, work or act committed, omitted, permitted, or suffered by Grantee (its employees, contractors, agents, grantees and invitees and any of their officers, directors, employees, representatives, and agents) or caused, in whole or in part, on or about the Easement Area or the Property; (iv) the negligent or willful acts or omissions of Grantee (its employees, contractors, agents, grantees, representatives, and invitees); (v) Grantee’s failure to perform any obligations imposed hereunder, including, without limitation, the failure of any of Grantee’s employees, contractors, agents, grantees, representatives, and invitees to so perform; (vi) the use, operation, maintenance, or repair of the Easement Area by Grantee, its employees, contractors, agents, grantees, representatives, and invitees; (vii) liens by third parties arising out of Grantee’s acts or omissions, or out of the acts or omissions of Grantee’s employees, contractors, agents, grantees, representatives, and invitees; or (viii) the failure of Grantee, its employees, contractors, agents, grantees, representatives, and invitees, to abide by any applicable Laws existing or which may be enacted subsequent to the date of this Temporary Easement Agreement. Grantee shall cooperate with the Indemnitees in the defense of any such claims or action including, without limitation, the employment, at the sole expense of Grantee, of legal counsel satisfactory to the Indemnitees. Grantee’s liability and the indemnity provided herein shall survive the expiration or sooner termination of this Temporary Easement Agreement as to events which occurred prior to such expiration or termination.

b) If one or more of the Indemnitees become subject to any claim as to which Grantee is obligated to indemnify such Indemnitee or Indemnitees as aforesaid:

i) Such Indemnitee or Indemnitees and Grantor shall be entitled to approve selection of Grantee’s counsel, which approval shall not be unreasonably withheld;

ii) Grantee shall promptly deliver to Grantor and such Indemnitee or Indemnitees copies of all documents and pleadings prepared and filed on its behalf, and Grantee shall monitor and advise and inform Grantor and such Indemnitee or Indemnitees of the progress and status of all developments in any litigation or proceeding; and

iii) any settlement or other resolution of any litigation or proceeding shall result in the full release, discharge and acquittal of Grantor and such Indemnitee or Indemnitees, without any obligation on the part of Grantor or such Indemnitee or Indemnitees to take or refrain from any action whatsoever.

c) Grantee shall not raise as a defense to its obligation to indemnify any comparative or contributing negligence of any of these Indemnitees pursuant to any such provision, it being agreed that comparative or contributing negligence shall not relieve Grantee from its aforesaid obligation to indemnify, nor entitle Grantee to any contribution (either directly or indirectly) by those indemnified (except in instances of Grantor’s or such Indemnitee’s or Indemnitees’ willful misconduct).

8. Insurance. Unless otherwise agreed to by Grantor and Grantee, Grantee and Grantee’s contractors shall carry (at their own cost and expense), the following insurance:

a) Occurrence basis commercial general liability insurance (including broad form contractual coverage) and automobile liability insurance, each with minimum limits of Five Million Dollars (\$5,000,000.00) combined single limit per occurrence, protecting Grantee from claims for bodily injury (including death) and property damage which may arise from or in connection with the performance of Grantee hereunder or from or out of any act or omission of Grantee and Grantee's agents or contractors and their related, affiliated and subsidiary companies and the officers, directors, agents, and employees of each, which insurance shall name Grantor as additional insured (the "Additional Insured"); and

b) Worker's compensation insurance as required by applicable law (and employer's liability insurance) with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence.

All such insurance required herein shall be with companies licensed to issue insurance in the State of Florida and which have a Best Guide rating of B+ VII or better, shall include a waiver of subrogation, be primary and non contributory and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days prior written notice thereof is furnished to Grantor. Upon Grantor's written request, certificates of insurance, together with copies of the binding endorsements identifying the Additional Insured, shall be furnished to Grantor. In the event of any cancellation or reduction of coverage, Grantee shall obtain substitute coverage as required hereunder, without any lapse of coverage to Grantor.

9. **Assignment.** Grantor may, at any time and in its sole discretion, assign, transfer or convey its rights hereunder. Upon any such assignment, transfer or conveyance, the liability of Grantor under this Temporary Easement Agreement shall automatically terminate, and Grantor's assignee, transferee, or grantee (as the case may be) shall be deemed to have assumed and be bound by the obligations of Grantor hereunder. This Temporary Easement Agreement involves the granting of a personal right by Grantor to Grantee and, therefore, neither this Temporary Easement Agreement nor any interest herein or rights hereunder may be assigned, transferred or conveyed in whole or in part by Grantee without the prior written consent of Grantor, which consent may be withheld or approved in Grantor's sole discretion.

10. **No Warranty; Entire Agreement.** Grantor makes no representations, statements, warranties, or agreements to Grantee in connection with this Temporary Easement Agreement or the Easement Area, other than as may be set forth herein. This Temporary Easement Agreement embodies the entire understanding of the parties hereto, and supersedes all prior discussions and agreements between the parties hereto, and there are no further or other agreements or understanding, written or oral, in effect between the parties relating to the subject matter hereof. This Temporary Easement Agreement shall not be modified or amended in any respect except by a written agreement executed by or on behalf of the parties hereto in the same manner as executed herein. Notwithstanding anything to the contrary set forth in this Temporary Easement Agreement, Grantee acknowledges and agrees that Grantee's use of the Easement Area is at its own risk and neither Grantor nor the Indemnitees (as hereinabove defined) shall have any liability or obligation for or with respect to any loss or damage to any of Grantee's property arising out of or related to Grantor's or the Indemnitees' use of or activities within the Easement Area.

11. **Notices.** Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed given and received: (i) on the same day it is personally delivered to the intended recipient at the address set forth below; (ii) upon confirmation of successful transmission (if sent by facsimile transmission) to the intended recipient at the facsimile number set forth below provided that a copy of such notice is contemporaneously sent by one of the other methods of delivery set forth herein (it being understood and agreed, however, that such notice shall be deemed received upon receipt of electronic transmission); (iii) the next business day if sent by reputable overnight courier to the intended recipient at the address set forth below; or (iv) three business days after it is deposited in the United States registered or certified mail, postage prepaid, return receipt requested, to the address set forth below:

If to Grantor: Reedy Creek Improvement District
1900 Hotel Plaza Boulevard, P.O. Box 10170
Lake Buena Vista, Florida 32830-0170
Attn: District Administrator
Facsimile: (407) 934-6200

With a copy to: Reedy Creek Improvement District
1900 Hotel Plaza Boulevard, P.O. Box 10170
Lake Buena Vista, Florida 32830-0170

Attn: Legal Counsel
Facsimile: (407) 828-4311

If to Grantee: _____

Attn: _____
Facsimile: (__) _____

12. **Counterparts.** This Temporary Easement Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument.

13. **Governing Law.** This Temporary Easement Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Florida.

14. **Jurisdiction.** Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Temporary Easement Agreement, or arising out of any matter pertaining to this Temporary Easement Agreement, shall be exclusively submitted for trial before the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida; or, if the Circuit Court does not have jurisdiction, then before the United States District Court for the Middle District of Florida (Orlando Division); or if neither of such courts shall have jurisdiction, then before any other court sitting in Orange County, Florida, having subject matter jurisdiction. The parties consent and submit to the exclusive jurisdiction of any such court and agree to accept service of process outside the State of Florida in any matter to be submitted to any such court pursuant hereto and expressly waive all rights to trial by jury for any matters arising under this Agreement.

15. **Binding Obligations.** This Temporary Easement Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted legal representatives.

16. **Construction of Agreement.** This Temporary Easement Agreement has been fully reviewed and approved by the parties hereto and their respective counsel. Accordingly, in interpreting this Temporary Easement Agreement, no weight shall be placed upon which party hereto or its counsel drafted the provisions being interpreted. Paragraph headings are for convenience only and shall not be deemed a part of this Temporary Easement Agreement or considered in construing this Temporary Easement Agreement.

17. **No Implied Waiver.** No course of dealing between the parties and no delay in exercising any right, power or remedy conferred hereby or now hereafter existing at Law, in equity, by statute, or otherwise shall operate as a waiver of, or otherwise prejudice, any such right, power or remedy. All waivers, if any, of any or all of the foregoing rights, powers or remedies must be in writing.

18. **Attorneys' Fees and Costs.** If either party files suit or brings a judicial action or proceeding against the other to recover any sum due hereunder or for default or breach of any of the covenants, terms or conditions herein contained, the party which substantially prevails in any such suit, action or proceeding shall be entitled to receive from the other party such prevailing party's actual costs, fees and expenses reasonably incurred (including the fees and expenses of attorneys and paraprofessionals) in connection with such suit, action or proceeding (whether or not such costs, fees and expenses are taxable to the other party as such by any Law) through any and all final appeals arising out of such suit, action or proceeding.

19. **No Public Rights Created.** Nothing herein shall create or be construed to create any rights in and/or for the benefit of the general public in or to the Easement Area or the easement granted hereby.

IN WITNESS WHEREOF, the parties hereto have executed this Temporary Easement Agreement effective as of the date on which the last of Grantor or Grantee executed this Temporary Easement Agreement, as indicated below (the “**Effective Date**”).

Signed, sealed and delivered
in the presence of:

GRANTOR:

REEDY CREEK IMPROVEMENT DISTRICT, a
public corporation and public body corporate and
politic of the State of Florida

(Signature)

(Printed Name)

(Signature)

(Printed Name)

By: _____

Name: John H. Classe, Jr.

Title: District Administrator

Dated: _____

STATE OF FLORIDA)
) SS.
COUNTY OF ORANGE)

The foregoing Temporary Easement Agreement was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20____, by John H. Classe, Jr., as District Administrator of the **REEDY CREEK IMPROVEMENT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, on behalf thereof, who is personally known to me or presented _____ as identification.

(Set forth type of identification presented, if applicable.)

Signature of Notary Public-State of Florida
(AFFIX STAMP)

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK– SIGNATURES
CONTINUE ON THE FOLLOWING PAGE]

Signed, sealed and delivered
in the presence of:

GRANTEE:

_____, a _____

(Signature)

(Printed Name)

(Signature)

(Printed Name)

By: _____

Name: _____

Title: _____

Dated: _____

STATE OF FLORIDA)
) SS.
COUNTY OF _____)

The foregoing Temporary Easement Agreement was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20____, by _____, as _____, for _____, a _____, on behalf thereof, and who is personally known to me or presented _____ as identification.

(Set forth type of identification presented, if applicable.)

Signature of Notary Public-State of _____
(AFFIX STAMP)

EXHIBIT "A"
To be added

EXHIBIT "B"

FORM OF CORRIDOR PERMIT

DATE _____ PERMIT NUMBER _____

CORRIDOR: Road / Canal Name _____

County _____ **Section(s)** _____ **Township** _____ **Range** _____

PERMITTEE: _____

ADDRESS: _____

PHONE: _____

Permittee is requesting permission from the Reedy Creek Improvement District (hereinafter "RCID") to:

_____ **and the conditions set forth and described in Exhibits "A" and "B" (hereinafter the "Work") (Attach additional sheets, if required. Coordinates referencing the precise location of the Work must be specified)**

1. The work is within the corporate limits of a municipality. Yes () No () [Mark one]
If Yes, indicate the name of the municipality _____
2. Permittee declares that, prior to filing the application for this Permit, the location of all existing utilities, both above and below ground, has been ascertained and is accurately reflected on the plans which accompanied the application. Permittee mailed letters of notification on _____ to the following utilities/municipalities

3. The office of RCID's Manager of Planning & Engineering (hereinafter "**Engineer**"), at 1900 Hotel Plaza Boulevard, Lake Buena Vista, Florida 32830, telephone (407) 828-2250, must be notified 48 hours prior to commencement and again immediately upon completion of the Work.
4. The Work may require authorization by the U.S. Environmental Protection Agency for Storm Water Discharges from Connection Sites pursuant to the Clean Water Act. Permittee is responsible for obtaining the National Pollutant Discharge Elimination System (NPDES) permit, if applicable. Copies of any such permits required shall be provided to RCID prior to commencement of the Work.
5. All Work, including materials and equipment, must meet RCID standards and shall be subject to inspection at any time and from time to time, by the Engineer.
6. Following completion of the Work, all RCID property shall be restored to its original condition, to the extent practicable, in keeping with RCID specifications and in a manner satisfactory to RCID.
7. Installations shall conform to RCID's requirements, specifications and procedures in place, as amended from time to time.
8. Plans for the installation shall conform to RCID's requirements, specifications and procedures and shall be made an integral part of this Permit.
9. Permittee shall **commence the Work** on _____ and shall be **finished** with all of the **Work** by _____. If the commencement date is more than 60 days from the date of the issuance of the Permit, Permittee must review the Permit with the Engineer prior to commencement to ensure that no changes have occurred that would affect the permitted Work.
10. The Work and maintenance thereof shall not interfere with the property and rights of any prior permittee.
11. Permittee expressly understands and acknowledges that this Permit is a license for permissive use only and the placing of facilities upon public property pursuant to this Permit shall not operate to create or to vest any property rights in Permittee.

12. Whenever necessary for the construction, repair, improvement, maintenance, alteration, relocation, safety, and efficient operation of all or any portion of the corridor (as determined in the sole discretion of the District Administrator of RCID), any or all of the facilities and appurtenances authorized hereunder shall be immediately removed from the corridor or reset or relocated thereon, as required by the District Administrator of RCID. Such relocation, resetting or removal shall be at the sole expense of Permittee unless otherwise stated in the terms and conditions of that certain _____ document between RCID and _____, dated _____, and, if recorded, filed in the records of _____ County, Book _____, Page _____.
13. Permittee agrees, in the event removal, resetting or relocation of Permittee's facilities is scheduled simultaneously with RCID's construction work, to coordinate with RCID before proceeding with such removal, resetting or relocation, and to otherwise cooperate in all respects with RCID and with RCID's contractor(s) to arrange the sequence of work so as not to unnecessarily delay the work of RCID or RCID's contractor(s). Permittee further agrees to defend any legal claims of RCID or RCID's contractor(s) due to delays caused by Permittee's failure to comply with the approved schedule and to otherwise comply with applicable present and future local, municipal, county, state and federal environmental and all other applicable laws, statutes, governmental constitutions, ordinances, codes, regulations, resolutions, rules, requirements, standards, applications and directives as well as all decisions, judgments, writs, injunctions, orders, decrees or demands of courts, administrative bodies and other authorities construing any of the foregoing and to obtain, maintain and comply, at its sole expense, with all applicable permits in connection with Permittee's use of the corridor (hereinafter collectively referred to as the "**Law**" or the "**Laws**", as applicable). Notwithstanding the provisions herein contained to the contrary, Permittee shall not be responsible for delays beyond its normal control.
14. Special Conditions:

15. Special Instructions:

16. Permittee, for itself, its successors, assigns, grantees, invitees, and customers, and for those claiming by, through or under any of them, hereby releases, indemnifies, saves, defends and forever holds harmless RCID and their Board of Supervisors, officers, directors, employees, representatives, agents, guests and invitees (collectively, the "Indemnitees") from any and all claims or demands, liabilities, losses, suits, actions, judgments, liens, damages, penalties, fines, interest, costs and expenses (whether to person or property), including, without limitation, reasonable attorneys' fees and litigation costs incurred by or asserted against the Indemnitees in connection therewith through all appeals, arising out of or incurred in connection with: (i) any activity, work, act, accident, injury or damage committed, omitted, permitted or suffered in respect of the work to be performed by Permittee or its successors, assigns, grantees, invitees, customers or any of their respective officers, directors, employees, contractors, representatives or agents, or caused, in whole or in part, by the use the right-of way; (ii) any accident, injury or damage which shall happen or be claimed to have happened in any manner connected with Permittee's use of the right-of-way (iii) actual or alleged negligence or willful misconduct of Permittee, its successors, assigns, grantees, invitees, customers, agents, employees, representatives or contractors; or (iv) Permittee's breach of this Agreement or failure to perform any obligations imposed hereunder; (v) liens filed by third parties; or (vi) Permittee's failure to abide by any applicable Laws as they now exist and those which may be enacted subsequent to the date of this Agreement; and as to all of the foregoing clauses (i) through (v) whether or not such losses, injuries, damage, destruction or theft are sustained by Permittee or RCID. Permittee shall cooperate with RCID in the defense of any such claims, demands or action, including, without limitation, the employment, at the sole expense of Permittee, of legal counsel satisfactory to RCID. Permittee shall not raise as a defense to its obligation to indemnify any comparative or contributory negligence of any of the Indemnitees, it being understood and agreed that no such comparative or contributory negligence shall relieve Permittee from its liability to so indemnify, nor entitle Permittee to any contribution, either directly or indirectly.
17. During construction, Permittee shall observe all safety regulations imposed by RCID and shall take all appropriate measures that may be necessary to safely conduct the public through the area in which the Work is being conducted, including, but not limited to, placing and displaying safety devices, all in accordance with the Federal Manual on Uniform Traffic Control Devices ("MUTCD"), as amended, and the State of Florida Department of Transportation ("FDOT") most current edition of FDOT's Roadway and Traffic Design Standards and Standard Specifications for Road and Bridge Construction, as amended.

The following is Required for Sign Installation Only

Please Provide All of the Following Information:

(Attach additional sheets if required)

Purpose of Sign: _____

Location of Sign: _____

Disney Grid Coordinates: _____

Type of Sign: _____

Face of Sign, including All Symbols or Text:

Once the approved sign has been installed a digital photograph along with the RCID sign identification number must be provided to RCID.

NOTE: The Reedy Creek Improvement District (RCID) follows the minimum standards established in the Florida Department of Transportation (FDOT) Manual of Uniform Traffic Control Devices (MUTCD). In addition to these standards, the RCID has also adopted the signage standards specific to RCID. All proposed signage must be reviewed and approved by the RCID Senior Planner, or authorized representative, prior to the completion of this application.

Planning Approval by _____ **DATE**

**CORRIDOR PERMIT
FINAL INSPECTION REPORT**

DATE: _____ PERMIT NUMBER: _____

COUNTY/SECTION/TOWNSHIP/RANGE: _____

DATE STARTED: _____ DATE COMPLETED: _____

Required for Sign Installation:

COPY OF DIGITAL PHOTO RECEIVED BY RCID ON _____

REMARKS:

I, the undersigned, do hereby attest that the Work approved by the Permit set forth above was installed in accordance with all Permit requirements.

SIGNED: _____
(Permittee)

TITLE: _____

DATE: _____

INSPECTED BY: _____

PERMIT CLOSURE APPROVED BY: _____