

**SAFETY FOOTWEAR PROGRAM  
FIXED UNIT PRICE PURCHASE AGREEMENT**

**THIS AGREEMENT** is made as of the 14th day of October in the year 2019 ('Effective Date'), between **THE CITY OF LEESBURG, FLORIDA**, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and **CINTAS CORPORATION NO. 2** whose address is 6800 Cintas Boulevard, Mason, Ohio 45040 (FEIN No. 31-1703809) (hereinafter referred to as the "CONTRACTOR").

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

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

- a. This Agreement; and
- b. Request for Proposal (RFP) 190182 – Safety Footwear Program – Annual Requirements Solicitation Package in its entirety; and
- c. The CONTRACTOR'S response to RFP 190182 made electronically March 05, 2019; and
- d. ATTACHMENT 'A' – Item Price Schedule.

**2. Commodities.** The CONTRACTOR shall provide and deliver the following: Sale of Safety Footwear through a Mobile Retail Sales Outlet ("Program") to City Employees as specified in accordance with ATTACHMENT "A". The unit costs of the footwear shall not exceed those stated in ATTACHMENT "A" except where the cost adjustment clause has been exercised following the Firm Fixed Price Period. Nothing herein shall limit the CITY'S right to obtain these services from other contractors for the same or similar work.

**3. Schedule.** The CONTRACTOR and CITY will mutually agree to an on-site servicing schedule that effectively services the CITY's needs for providing CITY employees with their required safety footwear. The schedule will be set in advance allowing the CITY to provide the schedule to those employees eligible to use the Program.

**4. Contracted Items.** Contracted Items are listed in Attachment 'A'.

- a. **Changes to Contracted Items.** The list of contracted items may be amended as needed at any time by written acknowledgement between the parties. Either party may request changes. Changes must be acknowledged and agreed to in writing by both parties. The list of Contracted Items may be adjusted to better service the CITY's employees and their safety footwear requirements. It may also be changed if products are discontinued or newer products become available.
- b. **Non-Contracted Items.** Any eligible footwear purchased by a City Employee under the Safety Footwear program that is not on Contractor or listed in

ATTACHMENT 'A' and as amended will be sold at 20% discount off Manufacturers Suggested Retail Price.

**5. Labor and Materials.** The CONTRACTOR shall furnish all labor, material and equipment necessary for satisfactory contract performance. All material, workmanship, and equipment shall be subject to the inspection and approval of the CITY'S representative.

**6. Term of Agreement.** The Initial Term of this Agreement shall commence on the date stated in the preamble to this Agreement and be effective through **September 30, 2022**. Agreement may be renewed for no more than three (3) additional years, if mutually acceptable by both parties and approved by the Leesburg City Commission.

**7. Invoice.** Contractor will provide an invoice no more frequent than once every 30 days for footwear delivered to CITY employees. The invoice must contain at a minimum the following information: Employee number or identifier, Name of Employee, CONTRACTOR product part number Description of Product Purchased, Quantity Purchased, City Unit Cost, Extended Cost of the Purchase.

**8. Program Information.** The CITY will provide to CONTRACTOR the list of employee names eligible for the purchase of safety footwear under the City Program. The information will also contain the employees assigned department.

**9. Sales Tax Exempt.** The CITY is exempt from State of Florida Sales Tax. All sales to the City will be processed without adding Florida State Sales Tax. The CITY will provide CONTRACTOR with a current Sales Tax Exemption Certificate for their records.

**10. Payment Method.** Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. Payment will be made by paper check or by credit card payment.

**11. Firm Fixed Price Period.** All Pricing will be firm and fixed for a period of twelve (12) months from the Effective Date of the Agreement. Following the firm fixed price period the CONTRACTOR may request a price adjustment as provided for in the Cost Adjustments section.

**12. Cost Adjustment.** Pricing for terms beyond the Firm Fixed Price Period shall be subject to an adjustment only if increases in the industry occur. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 3% per year. The CONTRACTOR is responsible for submitting any request for price increases. Any requested price increase shall be fully documented and submitted to the CITY's Procurement Manager at least forty-five (45) days prior to the end of the Firm Fixed Price Period. Should the CONTRACTOR not request a price increase prior to the forty-five (45) day period the prices in effect at that time will remain in effect for the next twelve (12) month period of the contract. Any approved cost adjustment shall become effective on the anniversary of the Agreement. The CITY may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the CITY does not wish to accept the adjusted costs and the matter cannot be resolved to the

satisfaction of the CITY, the Agreement can be cancelled by the CITY upon giving thirty (30) days written notice to the CONTRACTOR.

**13. Termination of Agreement**

- a. **For Convenience.** The CITY may terminate this Agreement at any time without cause by providing the CONTRACTOR with FIFTEEN (15) calendar days advance notice in writing. In the event of termination for convenience, all finished or unfinished deliverable items prepared by the CONTRACTOR under this Agreement shall, at the option of the CITY, become the CITY's property. If the Agreement is terminated for convenience by the CITY as provided herein, the CONTRACTOR shall be paid for services satisfactorily completed, less payment or compensation previously made. The CONTRACTOR shall not incur any additional expenses after receiving the written termination notice.
- b. **For Default.** If, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, other than for the instances listed below due to "Force Majeure," the CITY shall thereupon have the right to terminate this Agreement by providing a written notice (show cause notice) to the CONTRACTOR requiring a written response due within FIVE (5) calendar days from receipt of the written notice as to why the Agreement should not be terminated for default. The CITY' show clause notice shall include an Agreement termination date at least SEVEN (7) calendar days subsequent to the due date for the CONTRACTOR's response. Should the CONTRACTOR fail to respond to such show cause notice, or if the CITY reasonably determines that the reasons provided by the CONTRACTOR for failure of the CONTRACTOR to fulfill its contractual obligations do not justify continuation of the contractual relationship, the Agreement shall be considered to have been terminated for default on the date indicated in the show cause notice. Should the CITY reasonably determine that the CONTRACTOR provided adequate justification that a termination for default is not appropriate under the circumstances; the CITY shall have a unilateral option to either continue the Agreement according to the original contract provisions or to terminate the contract for convenience. In the event that the CITY terminates the contract for default, all finished or unfinished deliverable items under this contract prepared by the CONTRACTOR shall, at the option of the CITY, become CITY property, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding this compensation, the CONTRACTOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of this Agreement. In case of default by the CONTRACTOR, the CITY may procure the services from other sources and hold the CONTRACTOR responsible for any reasonable excess cost occasioned

thereby. The CITY reserves the right to require a performance bond or other acceptable alternative performance guarantees from the successor CONTRACTOR without expense to the CITY. In addition, in the event of termination for default by the CONTRACTOR under this Agreement, the CITY may immediately cease doing business with the CONTRACTOR, immediately terminate for cause all existing Agreements the CITY has with the CONTRACTOR, and debar the CONTRACTOR from doing future business with the CITY. Upon the CONTRACTOR filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the CONTRACTOR, the CITY may immediately terminate, for cause, this Agreement and all other existing agreements the CONTRACTOR has with the CITY, and debar the CONTRACTOR from doing future business with the CITY. The CITY may terminate this Agreement for cause without penalty or further obligation at any time following Agreement execution, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the CITY is at any time while the Agreement or any extension thereof is in effect, an employee or agent of any other party to the Agreement in any capacity or consultant to any other party of the Agreement with respect to the subject matter of the Agreement. Additionally, the CITY may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the CITY from any other party to the Agreement.

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

**15. Insurance.** The CONTRACTOR will maintain throughout this Agreement the following insurance: SEE ATTACHMENT "B".

**16. Indemnification.** CONTRACTOR shall defend, indemnify, and save harmless the CITY or any of their officers, agents, or servants and each and every one of them against and from all third party claims, suits, and costs of every kind and description, including reasonable attorney's fees, and from all third party damages to which the CITY or any of their officers, agents, or servants may be put by reason of injury to the persons or property of others arising out of the performance of CONTRACTOR'S duties under this Contract, but only to the extent such claims, suits, costs or damages are caused by the negligence of the CONTRACTOR in the performance of its duties under this Contract.

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

**18. Permits, Licenses, and Fees.** CONTRACTOR will obtain and pay for all permits and licenses required by law that are associated with the CONTRACTOR'S performance of the Scope of Services.

**19. Public Records Retention.** CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services being provided by CONTRACTOR herein. CONTRACTOR shall provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. CONTRACTOR shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY by CONTRACTOR in a format that is compatible with the information technology systems of the CITY.

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

**20. Access to Records.** CONTRACTOR will maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts. Said records will be available for examination by the CITY during CONTRACTOR'S normal business hours upon reasonable advance notice. Said records will be maintained for a period of three (3) years after the date of the invoice.

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



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

**22. Acceptance of Goods or Services.** The goods delivered as a result of an award from this solicitation shall remain the property of the CONTRACTOR, and services rendered under the Agreement will not be deemed complete, until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the CITY and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. Any goods and/or services purchased as a result of this solicitation and/or Agreement may be tested and/or inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the CITY reserves the right to terminate the solicitation or initiate corrective action on the part of the CONTRACTOR, to include return of any non-compliant goods to the CONTRACTOR at the CONTRACTOR's expense, requiring the CONTRACTOR to either provide a direct replacement for the item, or a full credit for the returned item. The CONTRACTOR shall not assess any additional charge(s) for any conforming action taken by the CITY under this clause. The CITY will not be responsible to pay for any product or service that does not conform to the contract specifications. In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the CITY on the open market, and any reasonable increase in cost may be charged against the awarded contractor. This project will be inspected by an authorized representative of the CITY. This inspection shall be performed to determine acceptance of work, appropriate invoicing, and warranty conditions.

**23. Payment.** CITY shall compensate CONTRACTOR for their services, at a minimum, in accordance with the State of Florida prompt payment act. If payment is by:

- i. Paper Check – Payment terms will be Net 30 days from the date a correct and accurate invoice is presented to the CITY;
- ii. Purchasing Card – If CONTRACTOR accepts payment by purchasing card (Credit Card) payment will be made no later than 7 days from the date a correct and accurate invoice is presented to the CITY. Payment by Purchasing Card will be at the Contracted unit price amounts and no additional charges or convenience fees will be added to the invoice or payment.

**24. Independent Contractor.** The CONTRACTOR agrees that he or she is an independent contractor and not an agent, joint venture, or employee of the CITY, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. None of the benefits provided by the CITY to its employees, including but not limited to, workers' compensation insurance, unemployment insurance, or retirement benefits, are available from the CITY to the CONTRACTOR. CONTRACTOR will be responsible for paying his own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this Agreement. The CONTRACTOR shall be responsible for his and her acts during the performance of this Agreement.

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

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

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

**28. Contact Person.** The primary contact person under this Agreement for the CONTRACTOR shall be **Christopher Dunne, Manager**. The primary contact person under this Agreement for the CITY shall be **Melissa Arriaga, Director of Human Resources**.

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

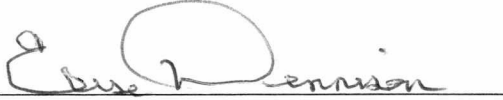
**30. Counterparts.** Original signatures transmitted and received via electronic transmission of a document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such electronic transmission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

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

*[Signature page follows.]*

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

**THE CITY OF LEESBURG, FLORIDA**

  
Elise Dennison, Mayor Pro Tem


ATTEST:

  
J. Andi Purvis, City Clerk

APPROVED AS TO FORM:

  
Fred A. Morrison, City Attorney

**CINTAS CORPORATION NO. 2**

By:   
Christopher J. Dunne (Oct 9, 2019)

Printed: Christopher J. Dunne

Its: Major Account Manager - Government  
(Title)



ATTACHMENT 'A'  
Item Price Schedule

<b>BRAND</b>	<b>CINTAS ITEM #</b>	<b>LEESBURG PRICE</b>
Thorogood	8044061	\$103.00
Thorogood	8044456	\$144.00
Thorogood	8046190	\$107.00
Timberland	TB047028210	\$110.00
Timberland	TB026063214	\$122.00
Timberland	TB026064001	\$122.00
Timberland	TB047019210	\$146.00
Timberland	TB063189314	\$101.00
Timberland	TB052562214	\$138.00
Timberland	TB026388210	\$106.00
Timberland	TB026078242	\$142.00
Timberland	TB047592001	\$156.00
Timberland	TB085599214	\$106.00
Timberland	TB053359242	\$122.00
Timberland	1064	\$118.00
Timberland	26078	\$142.00
Timberland	47592	\$156.00
Timberland	52562	\$138.00
Timberland	65016	\$122.00
WARSON	RB6750	\$102.00
WARSON	RB4444	\$91.00
WARSON	RK6736	\$91.00
WARSON	RB1068	\$99.00
WARSON	RK6628	\$118.00
WARSON	RK6635	\$118.00
WARSON	RB4555	\$91.00
WARSON	RB864	\$109.00
WARSON	FE860	\$100.00
WARSON	RB8674	\$109.00
WARSON	RB455	\$91.00
WARSON	RB8874	\$122.00
WARSON	RK6761	\$102.00
WARSON	RB8894	\$124.00
WARSON	FS2700	\$94.00
WARSON	RB6765	\$128.00
WARSON	RK670	\$92.00
WARSON	K5400	\$75.00
WARSON	RB1062	\$90.00
WARSON	RB874	\$122.00
WARSON	RB1860	\$71.00
WARSON	RK6737	\$91.00
WARSON	RB444	\$91.00
WARSON	RK6738	\$92.00

ATTACHMENT 'A'  
Item Price Schedule

BRAND	CINTAS ITEM #	LEESBURG PRICE
WARSON	FS2000	\$97.00
WARSON	RK6748	\$94.00
WARSON	RB8694	\$110.00
WARSON	RK6745	\$93.00
WARSON	RK676	\$91.00
WARSON	FS208	\$88.00
WARSON	RB894	\$124.00
WARSON	FS201	\$88.00
WARSON	FS2005	\$97.00
WARSON	RB4830	\$76.00
WARSON	FS2430	\$99.00
WARSON	RK673	\$92.00
WARSON	IA5301	\$60.00
WARSON	RB186	\$71.00
WOLVERINE	W04349	\$99.00
WOLVERINE	W04405	\$106.00
WOLVERINE	W02302	\$88.00
WOLVERINE	W10304	\$129.00
WOLVERINE	W10305	\$129.00
WOLVERINE	W04707	\$126.00
WOLVERINE	W04713	\$98.00
WOLVERINE	W10180	\$105.00
WOLVERINE	W02625	\$97.00
WOLVERINE	W02252	\$144.00
WOLVERINE	W04452	\$121.00
WOLVERINE	W05680	\$136.00
WOLVERINE	W02410	\$120.00
WOLVERINE	W10308	\$185.00
WOLVERINE	W04820	\$141.00
AVENGER	7244	\$95.99
AVENGER	7408	\$95.99
BATES	E02263	\$95.99
BATES	E02264	\$90.99
CATERPILLAR	P89882	\$120.99
CATERPILLAR	P89586	\$80.99
CATERPILLAR	P90443	\$125.99
CATERPILLAR	P90266	\$65.99
CATERPILLAR	89957	\$70.99
CATERPILLAR	P89135	\$80.99
MARTINS	2295C2365	\$103.99
MARTINS	R16261001	\$110.99
MARTINS	R12721001	\$135.99
MARTINS	R12728200	\$125.99

ATTACHMENT 'A'  
Item Price Schedule

BRAND	CINTAS ITEM #	LEESBURG PRICE
MARTINS	229W1661	\$125.99
MARTINS	R12721200	\$145.99
MARTINS	R13160201	\$125.99
FLORSHEIM	2400	\$121.50
FLORSHEIM	2405	\$121.50
FLORSHEIM	2416	\$122.50
GEORGIA	7313	\$145.99
IRON AGE	IA5300	\$74.00
KEEN	1007024	\$216.99
KEEN	1007970	\$158.99
REEBOK	1061	\$117.99
REEBOK	1910	\$87.99
REEBOK	1975	\$87.99
REEBOK	325	\$36.00
REEBOK	4895	\$117.99
REEBOK	8894	\$144.99
ROCKPORT	6640	\$140.99
ROCKPORT	670	\$111.99
ROCKPORT	6741	\$117.99
ROCKPORT	6761	\$123.99

*\*Item pricing is 20% Discount off Cintas' catalog*

ATTACHMENT 'B' INSURANCE REQUIREMENTS - CITY OF LEESBURG, FL

The CONTRACTOR will provide and maintain at all times during the term of this Agreement, including any renewal periods, without cost or expense to the CITY, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the CITY, insuring CONTRACTOR against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services or obligations of the CONTRACTOR under the terms and provisions of this Agreement. The CONTRACTOR is responsible for timely provision of certificate(s) of insurance to the CITY at the certificate holder address evidencing conformance with the requirements under this Agreement at all times throughout the term of the Agreement.

Such policies of insurance and conforming certificates of insurance, shall insure the CONTRACTOR in accordance with the following minimum limits:

General Liability insurance, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/\$2,000,000
Products-Completed Operations*	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

*\*Required only for construction projects. New or remodel/renovation.*

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
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Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers' compensation insurance, the CONTRACTOR must provide a notarized statement that if he or she is injured; he or she will not hold the CITY responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

## ATTACHMENT 'B' INSURANCE REQUIREMENTS - CITY OF LEESBURG, FL

City of Leesburg, a Political Subdivision of the State of Florida, will be named as additional insured as their interest may appear on the General Liability insurance policy.

The certificate(s) of insurance shall provide for a minimum of thirty (30) days prior written notice to the CITY of any change, cancellation or nonrenewal of the provided insurance. It is the CONTRACTOR's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

Upon execution of this Agreement, the CONTRACTOR will provide a copy of all policy endorsement(s), reflecting the required coverage, with the CITY listed as additional insured on the General Liability insurance policy.

Certificate(s) of insurance will identify the applicable solicitation number in the Description of Operations section of the Certificate.

Certificate holder will be:

CITY OF LEESBURG  
ATTN: MIKE THORNTON, PURCHASING MANAGER  
501 W. MEADOW STREET  
LEESBURG, FLORIDA 34748

Certificates of insurance shall evidence that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the CITY.

The CONTRACTOR will be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the CONTRACTOR evidencing coverage and terms in accordance with the CONTRACTOR's requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the CITY. At the option of the CITY, the insurer shall reduce or eliminate such self-insured retentions or the CONTRACTOR or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The CITY shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the CONTRACTOR or subcontractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in immediate termination of this Agreement for Default.

ATTACHMENT 'B' INSURANCE REQUIREMENTS - CITY OF LEESBURG, FL

Neither approval by the CITY of any insurance supplied by the CONTRACTOR or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the CONTRACTOR or Subcontractor(s) of full responsibility for liability, damages and accidents as set forth herein.



RESOLUTION NO. 10,513

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH CINTAS CORPORATION NO. 2 FOR THE PURCHASE OF SAFETY FOOTWEAR BY EMPLOYEES IN ACCORDANCE WITH THE CITY'S SAFETY FOOTWEAR POLICY; AND PROVIDING AN EFFECTIVE DATE.

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

**THAT** the Mayor and City Clerk are hereby authorized to execute an agreement with CINTAS CORPORATION NO. 2 whose address is 6800 Cintas Boulevard, Mason, Ohio 45040 for providing an employee safety footwear purchase program pursuant to Request for Proposal 190182.

**THAT** all eligible purchases under the City's Safety Footwear Policy are approved without any further approval required.

**THAT** the Supplier (Cintas) is the sole approved Supplier of Safety Footwear to eligible City Employees. Any exception to this must be approved by the City Human Resources Director.


**THAT** this resolution shall become effective immediately.

**PASSED AND ADOPTED** by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 14th day of October 2019.



Elise Dennison, Mayor Pro-Tem

ATTEST:



City Clerk