



# City of Pinellas Park

## City Council

### Agenda

Thursday, August 23, 2018

6:00 PM

City Council Chambers

#### CALL TO ORDER

#### INVOCATION

#### PLEDGE OF ALLEGIANCE

#### I. DECLARATIONS, PROCLAMATIONS AND PRESENTATIONS

##### PROCLAMATION

##### VIDEO PRESENTATIONS

#### PUBLIC COMMENT AND CORRESPONDENCE

CITIZENS COMMENTS ARE INVITED ON ITEMS OR CONCERNS NOT ALREADY SCHEDULED ON TONIGHT'S AGENDA. PLEASE LIMIT COMMENTS TO THREE MINUTES.

**AT THIS TIME STAFF MEMBERS AND CITIZENS WILL BE SWORN IN IF THERE ARE ITEMS THAT ARE QUASI-JUDICIAL**

#### II. APPROVAL OF MINUTES

Approval of Regular Council Minutes of August 9, 2018, as on file in the City Clerk's office.

#### III. PUBLIC HEARINGS

**P1 ORDINANCE NO. 4067. ANNEXING INTO THE CITY OF PINELLAS PARK A CERTAIN PARCEL OF LAND GENERALLY LOCATED AT 8000 PARK BOULEVARD (EIDE WHOLESALE, LLC AX01-TBA)**

##### **PUBLIC HEARING SECOND AND FINAL READING**

**(Speaker - Shannon Coughlin, Economic Development Manager)**

NOTE: This is a voluntary annexation of 4.33 acres MOL of contiguous commercial property located at 8000 Park Boulevard.

*C1 on 8/9/18 Council agenda.*

ACTION: (Pass - Deny) Ordinance No. 4067. Public hearing second and final reading.

Department: Community Development

Reference Material: [AX01-TBA EIDE Wholesale LLC Ordinance, Petition, Map and Attorney letter.pdf](#)

- P2     ORDINANCE NO. 4068.     ANNEXING INTO THE CITY OF PINELLAS PARK A CERTAIN PARCEL OF LAND GENERALLY LOCATED AT 6083 105TH TERRACE (AX18-37 AMERICAN HOUSING BUILDERS II, INC.)**

**PUBLIC HEARING SECOND AND FINAL READING**

**(Speaker - Shannon Coughlin, Economic Development Manager)**

NOTE: This is a voluntary annexation of 0.14 acres MOL of contiguous residential property located at 6083 105th Terrace. There is currently a mobile home on the property.

*C3 on 8/9/18 Council agenda.*

ACTION: (Pass - Deny) Ordinance No. 4068. Public hearing second and final reading.

Department:             Community Development

Reference Material:   [AX18-37 American Housing Builders II Ordinance, Petition, Map and Attorney Letter.pdf](#)

- P3     APPROVAL OF VOLUNTARY ANNEXATION OF PROPERTY OWNED BY CROSS BAYOU COMMERCE PARK, LLC AND LANDBAYOU, LLP (AX18-15) - Located at 8100 Park Boulevard**

**PUBLIC HEARING FIRST AND FINAL READING - QUASI-JUDICIAL**

**(Speaker - Shannon Coughlin, Economic Development Manager)**

NOTE: This is a voluntary annexation of 20.07 acres MOL of contiguous commercial property located at 8100 Park Boulevard. The City agrees that for a period of ten (10) years from the date of execution of this Agreement, the City shall waive City land development fees applicable for future redevelopment of the Property, in an amount up to, and not to exceed, Fifty Thousand Dollars (\$50,000.00) and the City shall waive any required zoning related application fee(s) (i.e. Zoning change, Land Use Plan Amendment, waiver(s), variance(s)) that may be needed to redevelop the Property in the future. The City agrees to waive the garbage container deposit in an amount up to, and not to exceed, Two Thousand Two Hundred Twenty Five Dollars (\$2,225). The City shall grant a waiver to the City's Landscape Ordinance in regard to the proposed addition to the existing building at 8100 Park Boulevard and accept Owner's landscaping "as is". The City shall agree that the existing signage on the Property be grandfathered in and accepted in their "as is" condition, except that the Owner shall maintain said signage in good repair. At the time said signage is proposed for renovation or alteration, the Owner shall then bring the signage into compliance with applicable building codes. The City shall also agree that for a period of two (2) years from the date of execution of this Agreement, the City shall waive the City's Business Tax Receipt fees for all businesses occupying

space on the property. The City's annual projected revenue after redevelopment is Twenty-Five Thousand Eight Hundred Eighty-one Dollars (\$25,881) and no City funds were expended.

ACTION: (Approve - Deny) The voluntary annexation of 20.07 acres MOL of commercial property owned by Cross Bayou Commerce Park, LLC & LANDBAYOU, LLP. Public hearing first and final reading - quasi-judicial.

Department: Community Development

Reference Material: [annex agmt, data sheet, comments, rev analysis, map, atty ltr](#)

**P4 RESOLUTION NO. 18-21. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINELLAS PARK, PINELLAS COUNTY, FLORIDA AUTHORIZING THE CITY MANAGER TO APPLY AND CONTRACT FOR THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM - FY 2018 LOCAL SOLICITATION WITH THE U.S. DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS, BUREAU OF JUSTICE ASSISTANCE; PROVIDING FOR COMPLIANCE WITH THE JUSTICE ASSISTANCE GRANT PROGRAM; AND PROVIDING FOR AN EFFECTIVE DATE**

**PUBLIC HEARING FIRST AND FINAL READING**

NOTE: The City of Pinellas Park, Florida is submitting an FY 2018 Justice Assistance Grant (JAG) application on behalf of the Pinellas Park Police Department (PPPD), in the amount of \$17,022 to support law enforcement programs. Funds will be used to purchase fifty (50) active shooter kits. The PPPD will focus, on *officer safety and wellness*, one of BJA's areas of emphasis.

Purchases will include fifty Point Blank Active Shooter Kits, each with (10 MOLLE Plate Carrier with (2) ID Panels, (1) 10 x 12 Shooter's Cut Level III + Rifle Plate, (1) Full Size 10 x 12 Level III + Rifle Plate (unit price: \$299.00 x 50 = \$14,950); and (1) Black Carry Bag (unite price: \$41.44 x 50 = \$2,072.00). The total overall cost to equip fifty field officers with active shooter kits is \$17,022.00.

There are no cost share or match funds required for the FY 2018 Justice Assistance Grant Program.

ACTION: (Adopt - Deny) Resolution 18-21.

Department: Police

Reference Material: [abstract, resolution, attorney letter](#)

**IV. CONSENT AGENDA**

- C1 **ORDINANCE NO. 4069.** ANNEXING INTO THE CITY OF PINELLAS PARK CERTAIN PARCELS OF LAND GENERALLY LOCATED AT 8100 PARK BOULEVARD (AX18-15 CROSS BAYOU COMMERCE PARK, LLC & LANDBAYOU, LLP)

**FIRST READING PRIOR TO PUBLIC HEARING**

NOTE: This is a voluntary annexation of 20.07 acres MOL of contiguous commercial property located at 8100 Park Boulevard. There is currently a sixty-five (65) unit Business Park on the property.

ACTION: (Pass - Deny) Ordinance No. 4069.

**Department:** Community Development

**Reference Material:** [ord, petition, map, atty ltr.pdf](#)

- C2 **RESIGNATION FROM CODE ENFORCEMENT BOARD** - Edson Eugene Webb, PhD

NOTE: Mr. Edson Eugene Webb, PhD, submitted his letter of resignation from the Code Enforcement Board effective July 31, 2018. Mr. Webb has served on the Code Enforcement Board since January 12, 2006, with term to expire December 31, 2018.

ACTION: (Accept - Deny) With regret, the resignation of Edson Eugene Webb, PhD, from the Code Enforcement Board, effective July 31, 2018.

**Department:** Community Development

**Reference Material:** [CEB Webb Resignation Letter](#)

- C3 **RESOLUTION NO. 18-22** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINELLAS PARK, PINELLAS COUNTY, FLORIDA ADOPTING A THREE (3) YEAR AGREEMENT BETWEEN THE CITY OF PINELLAS PARK, FLORIDA AND THE FRATERNAL ORDER OF POLICE, LODGE 43, POLICE SERGEANTS; WHICH AGREEMENT IS FOR THE PERIOD OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2021; PROVIDING FOR AN EFFECTIVE DATE

**FIRST AND FINAL READING**

NOTE: This resolution adopts a three year agreement between the City of Pinellas Park and the Fraternal Order of Police, Lodge 43, Police Sergeants, concerning wages and other terms and conditions of employment. The tentative agreement has been ratified by the members of the bargaining unit.



ACTION: (Adopt - Deny) Resolution No. 18-22.

Department: Human Resources

Reference Material: [City Atty Letter, Resolution, Exhibit A](#)

- C4 **RESOLUTION NO. 18-23.** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINELLAS PARK, PINELLAS COUNTY, FLORIDA ADOPTING A THREE (3) YEAR AGREEMENT BETWEEN THE CITY OF PINELLAS PARK, FLORIDA AND THE FRATERNAL ORDER OF POLICE, LODGE 43, POLICE OFFICERS; WHICH AGREEMENT IS FOR THE PERIOD OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2021; PROVIDING FOR AN EFFECTIVE DATE

**FIRST AND FINAL READING**

NOTE: This resolution adopts a three year agreement between the City of Pinellas Park and the Fraternal Order of Police, Lodge 43, Police Officers, concerning wages and other terms and conditions of employment. The tentative agreement has been ratified by the members of the bargaining unit.

ACTION: (Adopt - Deny) Resolution No. 18-23.

Department: Human Resources

Reference Material: [City Atty Letter, Resolution, Exhibit A](#)

- C5 **RESIGNATION OF PARKS AND RECREATION ADVISORY BOARD MEMBER** - Shannon Harner

NOTE: Shannon Harner has resigned as a member of the Parks and Recreation Advisory Board effective June 21, 2018. Ms. Harner gave her verbal resignation at the May 21, 2018, meeting and then presented her written notification for the June 21st meeting. Ms. Harner graduated from high school and will be attending college. Ms. Harner has been an active member of the Board since October, 2017 and her contributions will be greatly missed.

ACTION: (Accept - Deny) with regret the resignation of Shannon Harner from the Park and Recreation Advisory Board effective June 21, 2018.

Department: Leisure Services

Reference Material: [Unapproved Minutes 6.25.18, Attendance 2017-2018, Resignation Letter - Harner](#)

**C6     APPOINTMENT TO THE PARKS AND RECREATION ADVISORY BOARD - Jacqueline Barnes**

NOTE: A teen vacancy on the Parks and Recreation Advisory Board was created by the resignation of Ms. Shannon Harner. The Board interviewed Ms. Barnes. The Parks and Recreation Advisory Board voted unanimously on the appointment of Ms. Barnes effective August 23, 2018 with a term to expire October 31, 2018.

ACTION: (Approve - Deny) The appointment of Ms. Jacqueline "Jackie" Barnes to the Parks and Recreation Advisory Board with a term to expire October 31, 2018.

Department: Leisure Services

Reference Material: [Unapproved Minutes, Barnes Application](#)

**C7     APPOINTMENT TO THE PARKS AND RECREATION ADVISORY BOARD - Karen Marie Ford**

NOTE: One vacancy on the Parks and Recreation Advisory Board was created with the resignation of Cheryl Curry. The Parks and Recreation Advisory Board interviewed Ms. Ford for the position. The Parks and Recreation Advisory Board recommends Council approve the appointment of Ms. Karen Ford effective August 23, 2018, with a term to expire December 31, 2018.

ACTION: (Approve - Deny) The appointment of Karen Marie Ford to the Parks and Recreation Advisory Board for a term effective August 23, 2018, with a term to expire December 31, 2018.

Department: Leisure Services

Reference Material: [Unapproved Minutes, Ford Application](#)

**C8     AUTHORIZATION FOR FINAL PAYMENT ON PURCHASE UNDER THE CLAY COUNTY BID #13/14-8- Broderick Park Basketball Courts Light Poles and LED Light Fixtures**

NOTE: This action is recommended so final payment can be processed and the purchase completed. The total and final payment amount of purchase is \$23,400.00 to be charged to account 301781-562520 under Project 18781-305-CONST.

ACTION: (Approve - Deny) Authorization to make final payment for the purchase and installation of Light Poles and LED Light Fixtures at the Broderick Park Basketball Courts under Clay County Bid #13/14-8 from MUSCO Lighting 2107 Stewart Road, Muscatine, Iowa. Final amount due is \$23,400.00 to be charged to the appropriate account.

**Department:** Leisure Services

**Reference Material:** [Final Inv 312286 - Musco](#)

**C9 AUTHORIZATION FOR MAYOR TO SIGN AN AGREEMENT WITH TRANSMAP CORP - Pavement Evaluation Consultant Services for RFP 18/006**

NOTE: In accordance with Resolution 15-12, at the City Council meeting on May 24, 2018, the City Manager was directed by City Council to enter into negotiations with the firm of Transmap as the most qualified of four firms to provide Pavement Evaluation Consultant Services. Those negotiations have been held, and the amount of, not to exceed \$60,000.00 per year, has been determined to be a fair cost for these services to be charged to account # 301481-562520 (18481/140-PROGRAM-CONSULT). The budgeted amount for the Pavement Evaluation Consultant Services is \$60,000.00. The contract time for this project is for a three year term, and be renewed for one additional three year term.

ACTION: (Approve - Deny) Authorization to enter into a contract with Transmap for Consultant Services in the amount of, not to exceed \$60,000.00 per year, to be charged to the appropriate account.

**Department:** Public Works

**Reference Material:** [TRANSMAP](#)

**C10 AUTHORIZATION FOR MAYOR TO SIGN THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF PINELLAS PARK AND PINELLAS COUNTY - For Maintenance of Traffic Control Signals and Devices**

NOTE: At the City Council meeting of July 25, 2013, a five year extension to the Interlocal Agreement for Traffic Control Signals and Devices was authorized. A new ten year Agreement has been proposed by Pinellas County. This authorizes the Mayor to sign the Interlocal Agreement between the City of Pinellas Park and Pinellas County for Maintenance of Traffic Control Signals and Devices. The current Agreement with Pinellas County has been in place since October 1, 2013. The new Agreement will remain in place from October 1, 2018 to September 30, 2028.

ACTION: (Approve - Deny) Authorization for the Mayor to sign the Interlocal Agreement between the City of Pinellas Park and Pinellas County for Maintenance of Traffic Control Signals and Devices.

**Department:** Public Works

**Reference Material:** [Agenda](#)

**C11 AWARD OF BID 18/007 - ORCHID LAKE NEIGHBORHOOD IMPROVEMENTS PROJECT- G.A. Nichols Company**

NOTE: Bids were legally advertised and bids were solicited on Demand Star. Three (3) bids were received with G.A. Nichols Company (5775 126th Avenue N., Clearwater, Florida 33760) being the low bidder with a bid submittal of \$129,565.05. The amount budgeted for this project is \$200,857.00 (page 227 of the FY 17/18 adopted budget). This project will be charged to account 301481-562538 18481/110-CONSTR.

ACTION: (Approve - Deny) Authorization to award Bid 18/007 for the Orchid Lake Neighborhood Improvements Project to G.A. Nichols Company in the amount of \$129,565.05 to be charged to the appropriate account.

Department: Public Works

Reference Material: [Low Bid & Bid Tab - 18007](#)

**V. REGULAR AGENDA**

NONE

**VI. COMMENTS BY COUNCIL MEMBERS AND QUESTIONS – COUNCIL TO COUNCIL**

**VII. ADJOURNMENT**

PLEASE NOTE that if a person decides to appeal any decision made by City Council with respect to any matter considered at the above-cited meeting, the person will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The City maintains a digital recording of all public hearings. In the event that you wish to appeal a decision, the digital recording may or may not adequately insure a verbatim record of the proceedings; therefore, you may wish to provide a court reporter at your own expense (Section 286.0105, Florida Statutes).

FOR THE HEARING IMPAIRED — An interpreter for the hearing impaired will be made available upon requests made at least 72 hours in advance.

SEPTEMBER

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
AUGUST S M T W T F S	OCTOBER S M T W T F S					1
1 2 3 4	1 2 3 4 5 6					
5 6 7 8 9 10 11	7 8 9 10 11 12 13					
12 13 14 15 16 17 18	14 15 16 17 18 19 20					
19 20 21 22 23 24 25	21 22 23 24 25 26 27					
26 27 28 29 30 31	28 29 30 31					
2	3	4	5	6	7	8
	Brush Site Closed  Labor Day City Offices & Library Closed	5:30 PM Council Workshop		5:30 PM Agenda Session 6:00 PM Council Meeting		
9	10	11	12	13	14	15
			Pancake Breakfast Senior Center			
16	17	18	19	20	21	22
		Organ Concert City Auditorium  5:30 PM Council Workshop CRA immediately following		5:30 PM Agenda Session 6:00 PM Council Meeting		Fourth Saturday Art Walk
23	24	25	26	27	28	29
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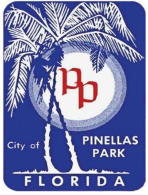
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OCTOBER						
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	1	2	3	4  Succoth Begins	5  German American Society Oktoberfest	6  German American Society Oktoberfest
7  Orchestra Concert Performing Arts Center	8  Columbus Day (obsvd)	9  5:30 PM Council Workshop	10  Pancake Breakfast Senior Center Sacred Heart Fall Festival Succoth Ends	11  Sacred Heart Fall Festival 5:30 PM Agenda Session 6:00 PM Council Meeting	12  German American Society Oktoberfest Sacred Heart Fall Festival	13  German American Society Oktoberfest Sacred Heart Fall Festival
14  Sacred Heart Fall Festival	15  National Boss Day	16  Organ Concert City Auditorium	17	18	19	20  BBQ Cook-Off & Rodeo
21	22	23  5:30PM Council Workshop CRA Immediately following	24	25  5:30 PM Agenda Session 6:00 PM Council Meeting	26	27  5K Fun Run Fourth Saturday Art Walk
28	29	30	31  Halloween “Treats You Can Trust” Treat Trail England Brothers Park		SEPTEMBER S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	NOVEMBER S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30



# City of Pinellas Park

## Staff Report

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**File #:** 18-473, **Version:** 1

**Agenda Date:** 8/23/2018

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**ORDINANCE NO. 4067. ANNEXING INTO THE CITY OF PINELLAS PARK A CERTAIN PARCEL OF LAND GENERALLY LOCATED AT 8000 PARK BOULEVARD (EIDE WHOLESALE, LLC AX01-TBA)**

### **PUBLIC HEARING SECOND AND FINAL READING**

**(Speaker - Shannon Coughlin, Economic Development Manager)**

NOTE: This is a voluntary annexation of 4.33 acres MOL of contiguous commercial property located at 8000 Park Boulevard.

*CI on 8/9/18 Council agenda.*

ACTION: (Pass - Deny) Ordinance No. 4067. Public hearing second and final reading.

ORDINANCE NO. \_\_\_\_

AN ORDINANCE OF THE CITY OF PINELLAS PARK, FLORIDA, ANNEXING INTO THE CITY A CERTAIN PARCEL OF LAND GENERALLY LOCATED AT 8000 PARK BOULEVARD, LEGALLY DESCRIBED AS ATTACHED HERETO IN EXHIBIT "A" AND MADE A PART HEREOF, LYING WITHIN SECTION 25, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA; PROVIDING FOR AMENDMENT OF THE LEGAL DESCRIPTION OF THE CORPORATE BOUNDARIES OF THE CITY OF PINELLAS PARK, FLORIDA; PROVIDING FOR THE ASSIGNMENT OF CITY ZONING CLASSIFICATION; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS OF ORDINANCES CONFLICTING HERewith; PROVIDING FOR AN EFFECTIVE DATE.

(EIDE WHOLESALE, LLC AX01-TBA)

WHEREAS, the Owners of a certain parcel of land lying in an unincorporated area of Pinellas County, Florida, and contiguous to the City of Pinellas Park have petitioned City Council requesting that said land be annexed into the City of Pinellas Park, Florida; and

WHEREAS, all requirements of Florida Statutes, Chapter 171, pertaining to the voluntary annexation have been complied with.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PINELLAS PARK, PINELLAS COUNTY, FLORIDA, AS FOLLOWS:

SECTION ONE: That the land lying in an unincorporated area of Pinellas County, Florida, and contiguous to the City of Pinellas Park, generally located at 8000 Park Boulevard, and legally described as attached hereto in Exhibit "A" and made a part hereof, lying within Section 25, Township 30 South, Range 15 East, Pinellas County, Florida, is hereby annexed into the City of Pinellas Park.

SECTION TWO: That the legal description of the corporate boundaries of the City of Pinellas Park, Florida, is hereby amended to include the land herein annexed. The legal description of the City of Pinellas Park, Florida, contained in the City Charter, and all official City maps and other official documents shall be amended accordingly.



SECTION THREE: That the land herein annexed shall be assigned the City zoning classification of B-1, CH which is the closest compatible to the County C-2, C-3 zoning on the subject parcel at the time of annexation.

SECTION FOUR: That the City Zoning Map is hereby amended to conform to the provisions of this Ordinance.

SECTION FIVE: That all Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance be, and they are hereby, repealed insofar as the same affects this Ordinance.

SECTION SIX: That this Ordinance shall become effective immediately upon its final passage and adoption.

FIRST READING \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018

PUBLISHED MAP & TITLE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018

PUBLISHED MAP ONLY \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018

PUBLIC HEARING \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018

PASSED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018

ATTEST:

\_\_\_\_\_  
**SANDRA L. BRADBURY, MAYOR**

\_\_\_\_\_  
**DIANE M. CORNA, MMC, CITY CLERK**

**ANNEXATION ORDINANCE LEGAL**

EIDE Wholesale, LLC  
PARCEL: 25-30-15-00000-430-0300  
LOCATED AT: 8000 Park Boulevard

THAT PORTION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 30 SOUTH, RANGE 15 EAST, RUN NORTH 89°38'16" WEST ALONG THE NORTH LINE OF SAID SOUTH 1/2 FOR A DISTANCE OF 1164.00'; THENCE SOUTH 00°41'44" WEST 65.00' TO THE POINT OF BEGINNING; THENCE SOUTH 00°41'44" WEST 50.00'; THENCE SOUTH 24°07'08" WEST 108.17'; THENCE SOUTH 00°41'44" WEST 215.00'; THENCE NORTH 89°38'16" WEST 504.45'; THENCE NORTH 00°21'44" EAST 364.00'; THENCE SOUTH 89°38'16" EAST 549.57' TO THE POINT OF BEGINNING. SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS OF RECORD.

A PARCEL CONTAINING 4.32 ACRES M.O.L.

**PETITION FOR ANNEXATION TO THE CITY OF PINELLAS PARK, FLORIDA**

The undersigned, being the sole OWNER(s) of the following described real property located within Pinellas County, Florida, hereby consents and agrees to annexation of such property by the City of Pinellas Park, and further requests the City of Pinellas Park to forthwith undertake annexation proceedings to annex the said real property:

**PARCELS: 25/30/15/00000/430/0300**  
**(Located at 8000 Park Boulevard N)**

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTH ½ OF THE SOUTHEAST ¼;  
THENCE WEST 1164 FEET, THENCE SOUTH 65 FEET FOR THE POINT OF BEGINNING;  
THENCE SOUTH 50.0 FEET; THENCE SOUTH 24• WEST 108.17 FEET; THENCE SOUTH  
215 FEET; THENCE WEST 504.46 FEET; THENCE NORTH 364.0 FEET; THENCE EAST  
549.57 FEET TO THE POINT OF BEGINNING

**Containing 4.33 acres MOL**

The names and addresses of the undersigned representing all of the legal owners of the above-described property are as follows:

**Jocin Partnerships, LLC**  
**Att: Tim Christian**  
**1300 South Washington Street**  
**Grand Forks, North Dakota 58201**  
**(701) 746-9353**

**JOCIN PARTNERSHIPS, LLC**

  
Witness

  
TIM CHRISTIAN, VICE-PRESIDENT

  
Witness

  
SEAL



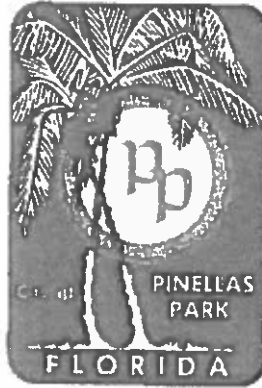
**25-30-15-00000-430-0300**  
**8000 Park Boulevard**

**AX01-TBA**

City of

# PINELLAS PARK

5141 78TH AVE. • P.O. BOX 1100  
PINELLAS PARK, FL 33780-1100



# FLORIDA

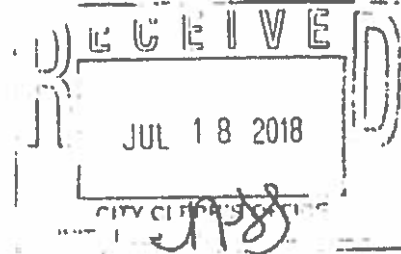
PHONE • (727) 369-0700  
FAX • (727) 544-7448

**Please Respond To:**

James W. Denhardt, City Attorney  
Lauren Christ Rubenstein, Assistant City Attorney  
Denhardt and Rubenstein, Attorneys at Law  
2700 First Avenue North  
St. Petersburg, Florida 33713  
(727) 327-3400 - Telephone  
(727) 323-0888 - Facsimile

July 17, 2018

Ms. Shannon Coughlin  
Economic Development Manager  
City of Pinellas Park  
P. O. Box 1100  
Pinellas Park, Florida 33780-1100



**RE: City Document #18-133**  
**Annexation Ordinance AX01-TBA, EIDE Wholesale, LLC**

Dear Ms. Coughlin:

It is my understanding that the City has attempted numerous times to speak directly with the new property owners regarding the above-referenced annexation. These attempts have included a certified letter, informing them that a previous Annexation Agreement was on file with the City, the City wished to now proceed forward with the annexation, and if they had any objections to contact the City by a certain date. The City has not received any communication from the property owner objecting to the proposed annexation and is, therefore, ready to proceed under the Annexation Agreement on file with the City.

Assuming that the annexation pursuant to an Annexation Agreement signed with a predecessor Ordinance, without the consent of the current property owner, does not violate any of the Interlocal Agreements the City entered into with Pinellas County and other municipalities, I would otherwise approve of the proposed Annexation Agreement and Ordinance as to form and correctness.

Very truly yours,

James W. Denhardt  
City Attorney

cc: Doug Lewis, City Manager  
Diane M. Corna, MMC, City Clerk  
Patrick Murphy, Deputy City Manager  
Susan Walker, Community Development Administrator

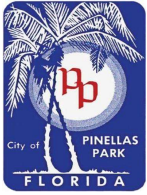
JWD/dh

18-133.07172018.LSC.Annex Ord AX01-TBA EIDE Wholesale wpd



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# City of Pinellas Park

## Staff Report

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**File #:** 18-530, **Version:** 1

**Agenda Date:** 8/23/2018

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**ORDINANCE NO. 4068. ANNEXING INTO THE CITY OF PINELLAS PARK A CERTAIN PARCEL OF LAND GENERALLY LOCATED AT 6083 105TH TERRACE (AX18-37 AMERICAN HOUSING BUILDERS II, INC.)**

### **PUBLIC HEARING SECOND AND FINAL READING**

**(Speaker - Shannon Coughlin, Economic Development Manager)**

NOTE: This is a voluntary annexation of 0.14 acres MOL of contiguous residential property located at 6083 105th Terrace. There is currently a mobile home on the property.

*C3 on 8/9/18 Council agenda.*

ACTION: (Pass - Deny) Ordinance No. 4068. Public hearing second and final reading.



ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF PINELLAS PARK, FLORIDA, ANNEXING THE PARCEL OF LAND GENERALLY LOCATED AT 6083 105<sup>TH</sup> TERRACE, LEGALLY DESCRIBED AS ATTACHED HERETO IN EXHIBIT "A" AND MADE A PART HEREOF, LYING WITHIN SECTION 17, TOWNSHIP 30 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA; PROVIDING FOR AMENDMENT OF THE LEGAL DESCRIPTION OF THE CORPORATE BOUNDARIES OF THE CITY OF PINELLAS PARK, FLORIDA; PROVIDING FOR THE ASSIGNMENT OF CITY ZONING CLASSIFICATION; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS OF ORDINANCES CONFLICTING HERewith; PROVIDING FOR AN EFFECTIVE DATE.

(AMERICAN HOUSING BUILDERS II, INC. AX18-37)

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WHEREAS, the Owner of a certain parcel of land lying in an unincorporated area of Pinellas County, Florida, and contiguous to the City of Pinellas Park have petitioned City Council requesting that said land be annexed into the City of Pinellas Park, Florida; and

WHEREAS, all requirements of Florida Statutes, Chapter 171, pertaining to the voluntary annexation have been complied with.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PINELLAS PARK, PINELLAS COUNTY, FLORIDA, AS FOLLOWS:

SECTION ONE: That the land lying in an unincorporated area of Pinellas County, Florida, and contiguous to the City of Pinellas Park, generally located at 6083 105<sup>th</sup> Terrace, and legally described as attached hereto in Exhibit "A" and made a part hereof, lying within Section 17, Township 30 South, Range 16 East, Pinellas County, Florida, is hereby annexed into the City of Pinellas Park.

SECTION TWO: That the legal description of the corporate boundaries of the City of Pinellas Park, Florida, is hereby amended to include the land herein annexed. The legal description of the City of Pinellas Park, Florida, contained in the City Charter, and all official City maps and other official documents shall be amended accordingly.



SECTION THREE: That the land herein annexed shall be assigned the City zoning classification of T-1 which is the closest compatible to the County R-6 zoning on the subject parcel at the time of annexation.

SECTION FOUR: That the City Zoning Map is hereby amended to conform to the provisions of this Ordinance.

SECTION FIVE: That all Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance be, and they are hereby, repealed insofar as the same affects this Ordinance.

SECTION SIX: That this Ordinance shall become effective immediately upon its final passage and adoption.

FIRST READING \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018

PUBLISHED MAP & TITLE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018

PUBLISHED MAP ONLY \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018

PUBLIC HEARING \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018

PASSED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018

ATTEST:

\_\_\_\_\_  
SANDRA L. BRADBURY, MAYOR

\_\_\_\_\_  
DIANE M. CORNA, MMC, CITY CLERK

**ANNEXATION ORDINANCE LEGAL**

American Housing Builders II, Inc.  
Parcel: 17-30-16-60786-000-0310  
Located at 6083 105<sup>th</sup> Terrace

LOT 31, NORTHFIELD MANOR SECTION A, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 56, PAGE 4, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

A PARCEL CONTAINING 0.14 ACRES M.O.L.

**PETITION FOR ANNEXATION TO THE CITY OF PINELLAS PARK, FLORIDA**

The undersigned, being the sole OWNER (*"OWNER" is used herein for singular or plural, the singular shall include the plural, and any gender shall include all genders, as context requires*) of the following described real property located within Pinellas County, Florida, hereby consents and agrees to annexation of such property by the City of Pinellas Park, Florida, and further requests the City of Pinellas Park to forthwith undertake annexation proceedings to annex the said real property:

**PARCEL: 17-30-16-60786-000-0310**  
**(Located at 6083 105<sup>th</sup> Terrace)**

LOT 31, NORTHFIELD MANOR SECTION A, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 56, PAGE 4, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

Containing 0.14 acres MOL

The names and addresses of the undersigned representing all of the legal owners of the above-described property are as follows:

**American Housing Builders II, Inc.**  
**Walter W. McKenzie, President**  
**7195 66<sup>th</sup> Street North**  
**Pinellas Park, FL 33781**

  
1<sup>st</sup> Witness Signature

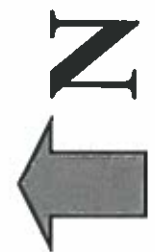
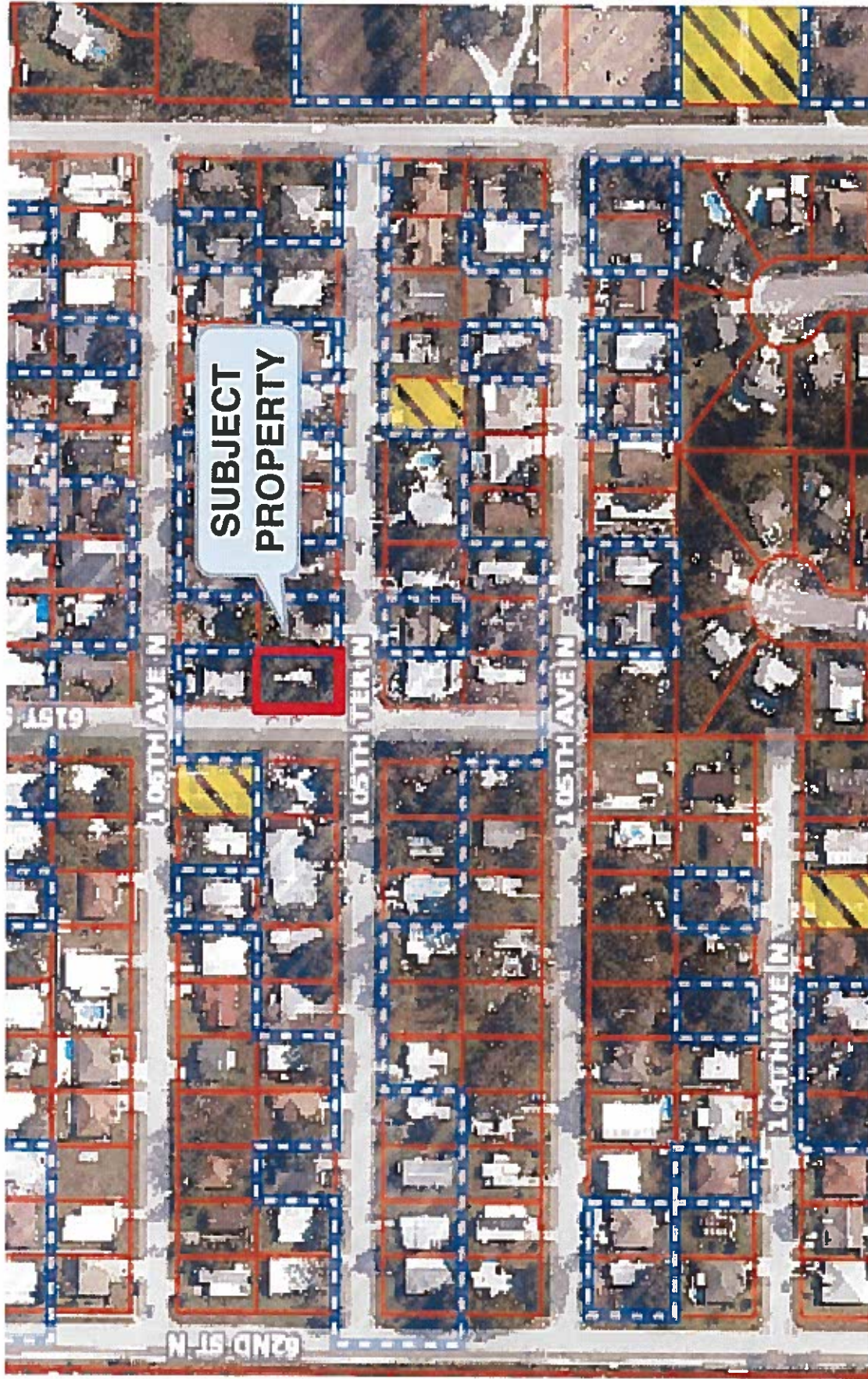
**PRESIDENT'S SIGNATURE:**

  
Walter W. McKenzie, American Housing Builders II,  
Inc., President

  
1<sup>st</sup> Witness Printed Name

  
2<sup>nd</sup> Witness Signature

  
2<sup>nd</sup> Witness Printed Name



17-30-16-60786-000-0310  
6083 105<sup>th</sup> Terrace

AX18-37

City of

**PINELLAS PARK**

5141 76TH AVE. • P.O. BOX 1100  
PINELLAS PARK, FL 33780-1100

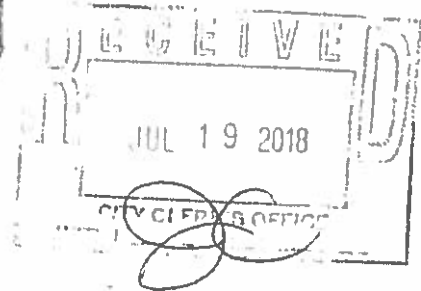
## Please Respond To:

James W. Denhardt, City Attorney  
Lauren Christ Rubenstein, Assistant City Attorney  
Denhardt and Rubenstein, Attorneys at Law  
2700 First Avenue North  
St. Petersburg, Florida 33713  
(727) 327-3400 - Telephone  
(727) 323-0888 - Facsimile

**FLORIDA**

PHONE • (727) 369-0700  
FAX • (727) 544-7448

July 19, 2018



Ms. Amanda Conte  
Community Development Division  
City of Pinellas Park  
P. O. Box 1100  
Pinellas Park, Florida 33780-1100

RE: **City Document #18-187**  
**Annexation Ordinance AX18-37, American Housing Builders II, Inc.**

Dear Ms. Conte:

I have received and reviewed the above-referenced Annexation Ordinance. Assuming that the property is in the legal name of the Petitioner, and that the correct legal description is inserted into Exhibit A, I would approve of the Ordinance as to form and correctness.

Very truly yours,

James W. Denhardt  
City Attorney

cc: Doug Lewis, City Manager  
Diane M. Coma, MMC, City Clerk  
Patrick Murphy, Deputy City Manager  
Susan Walker, Community Development Administrator  
Danny E. Taylor, Planning & Zoning Director

JWD/dh

18-197,07192018.LAC,Annex Ord AX18-37 American Housing Bldrs II.wpd



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# City of Pinellas Park

## Staff Report

**File #: 18-541, Version: 1**

**Agenda Date: 8/23/2018**

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**APPROVAL OF VOLUNTARY ANNEXATION OF PROPERTY OWNED BY CROSS BAYOU COMMERCE PARK, LLC AND LANDBAYOU, LLP (AX18-15) - Located at 8100 Park Boulevard**

**PUBLIC HEARING FIRST AND FINAL READING - QUASI-JUDICIAL**

**(Speaker - Shannon Coughlin, Economic Development Manager)**

NOTE: This is a voluntary annexation of 20.07 acres MOL of contiguous commercial property located at 8100 Park Boulevard. The City agrees that for a period of ten (10) years from the date of execution of this Agreement, the City shall waive City land development fees applicable for future redevelopment of the Property, in an amount up to, and not to exceed, Fifty Thousand Dollars (\$50,000.00) and the City shall waive any required zoning related application fee(s) (i.e. Zoning change, Land Use Plan Amendment, waiver(s), variance(s)) that may be needed to redevelop the Property in the future. The City agrees to waive the garbage container deposit in an amount up to, and not to exceed, Two Thousand Two Hundred Twenty Five Dollars (\$2,225). The City shall grant a waiver to the City's Landscape Ordinance in regard to the proposed addition to the existing building at 8100 Park Boulevard and accept Owner's landscaping "as is". The City shall agree that the existing signage on the Property be grandfathered in and accepted in their "as is" condition, except that the Owner shall maintain said signage in good repair. At the time said signage is proposed for renovation or alteration, the Owner shall then bring the signage into compliance with applicable building codes. The City shall also agree that for a period of two (2) years from the date of execution of this Agreement, the City shall waive the City's Business Tax Receipt fees for all businesses occupying space on the property. The City's annual projected revenue after redevelopment is Twenty-Five Thousand Eight Hundred Eighty-one Dollars (\$25,881) and no City funds were expended.

ACTION: (Approve - Deny) The voluntary annexation of 20.07 acres MOL of commercial property owned by Cross Bayou Commerce Park, LLC & LANDBAYOU, LLP. Public hearing first and final reading - quasi-judicial.

## **ANNEXATION AGREEMENT**

**THIS AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the **CITY OF PINELLAS PARK, FLORIDA**, a municipal corporation, hereinafter called the "CITY" and **CROSS BAYOU COMMERCE PARK, LLC & LANDBAYOU, LLP** hereinafter called the "OWNER". (*"OWNER" is used herein for singular or plural, the singular shall include the plural, and any gender shall include all genders, as context requires.*) "CITY" and "OWNER" are hereinafter collectively referred to as the "Parties" hereto. This Agreement shall be deemed to be entered into, dated and effective upon its execution by the Mayor and approved by the City Attorney of Pinellas Park, after City Council action approving of this Agreement.

**WHEREAS**, the OWNER fully warrants that they are the fee simple OWNER of the real property described in Exhibit "A" attached hereto (hereinafter referred to as "Property"), which is presently located in an unincorporated area of Pinellas County; and

**WHEREAS**, the Parties have determined that annexation of the Property would be beneficial to both Parties, and the Property currently does meet the requirements for voluntary annexation into the CITY as required by Florida Statutes, Chapter 171; and

**WHEREAS**, the OWNER desires that the Property be annexed into the municipal boundaries of the CITY, and the CITY desires to annex the Property.

**NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged by both Parties, it is hereby agreed by and between the Parties as follows:

- All of the above recitals are incorporated herein and made a part hereof.
- The OWNER shall forthwith execute and deliver to the CITY a Petition for Voluntary Annexation in accordance with Florida Statutes, Chapter 171. Further, the OWNER shall, when requested to do so by the CITY, perform all such actions as may be necessary to execute and complete the Voluntary Annexation by the CITY of the Property. The CITY shall, after the completion of such actions, commence the appropriate voluntary annexation proceedings.
- Prior to annexation of the said Property by the CITY, the OWNER shall be permitted to commence and-or to proceed with the development of the said Property in strict accordance with the legal requirements of Pinellas County, Florida. However, upon annexation, all further or continuing development of the said Property (regardless of when the same is commenced) shall strictly comply with all applicable CITY ordinances, resolutions, and codes, including site plan review procedures for each individual structure. Nothing herein shall be construed to excuse or release OWNER from compliance with the applicable laws, rules, and regulations of any other governmental entities, including but not limited to legal requirements for obtaining environmental permits.
- At the time of annexation, the CITY will convert the then-existing County zoning of C-2 and C-3 and land use classification of CG and P to the CITY zoning of B-1 and CH and land use classification of CG and P.
- Nothing in this Agreement or otherwise shall be construed as requiring the CITY to construct or install any water or sanitary sewer lines or other improvements of any kind upon the above-referenced Property.

\_\_\_\_\_ (Mayor's Initials)

\_\_\_\_\_ (Manager's Initials)



**The following constitute the special provisions herein:**

- For a period of ten (10) years from the date of execution of this Agreement, the CITY shall waive CITY land development fees applicable for future redevelopment of the Property, in an amount up to, and not to exceed, Fifty Thousand Dollars (\$50,000.00).
- For a period of ten (10) years from the date of execution of this Agreement, the CITY shall waive any required zoning related application fee(s) (i.e. Zoning change, Land Use Plan Amendment, waiver(s), variance(s)) that may be needed to redevelop the Property in the future.
- The CITY agrees to waive the garbage container deposit in an amount up to, and not to exceed, Two Thousand Two Hundred Twenty Five Dollar (\$2,225).
- The CITY shall grant a waiver to the City's landscape ordinance in regard to the proposed addition to the existing building at 8100 Park Boulevard and accept OWNER's landscaping "as is".
- The CITY shall agree that the existing signage on the Property be grandfathered in and accepted in their "as is" condition, except that the OWNER shall maintain said signage in good repair. At the time said signage is proposed for renovation or alteration, the OWNER shall then bring the signage into compliance with applicable building codes.
- For a period of two (2) years from the date of execution of this Agreement, the CITY shall waive the CITY's Business Tax Receipt fees for all businesses occupying space on the property.

**The following constitute miscellaneous provisions herein:**

- The OWNER further acknowledges that this Agreement shall be recorded in the Public Records of Pinellas County, Florida, and shall constitute a covenant running with the Property.
- This Agreement shall be binding upon the Parties, their successors, assigns, and legal representatives; provided, however, that nothing herein shall be construed to prevent the sale or other transfer of the Property by OWNER or any of its successors in title subject to the provisions hereof.
- This document embodies the whole agreement of the Parties. There are no promises, terms, conditions, or allegations by either Party other than those contained herein; and this document shall supersede all previous communications, representations, and-or agreements, whether written or verbal between the Parties hereto. This Agreement may be modified only in writing executed by the Parties and-or their successors in title, as the case may be.

\_\_\_\_\_ (Mayor's Initials)

\_\_\_\_\_ (Manager's Initials)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

CITY OF PINELLAS PARK, FLORIDA:

\_\_\_\_\_  
SANDRA L. BRADBURY, MAYOR

ATTEST:

\_\_\_\_\_  
DIANE M. CORNA, MMC, CITY CLERK

CROSS BAYOU COMMERCE PARK, LLC:

\_\_\_\_\_  
RONALD E. STRUTHERS, MANAGER

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Name

LANDBAYOU, LLP:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
RONALD E. STRUTHERS, PARTNER

APPROVED AS TO FORM AND CORRECTNESS:

\_\_\_\_\_  
JAMES W. DENHARDT, CITY ATTORNEY  
CITY OF PINELLAS PARK, FL

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this \_\_\_\_\_, 2018, by  
**SANDRA L. BRADBURY, Mayor, and DIANE M. CORNA, MMC, City Clerk, of the CITY OF PINELLAS PARK,  
FLORIDA, a municipal corporation, on behalf of whom the instrument was executed.**

\_\_\_\_\_  
Notary Public signature

\_\_\_\_\_  
(Name of Notary typed, printed or stamped)

Personally known \_\_\_\_\_ or produced identification

(SEAL ABOVE) Type of identification produced \_\_\_\_\_

ATTENTION NOTARY: Although the information requested is OPTIONAL, it could prevent fraudulent attachment of this certificate to an unauthorized document.

THIS CERTIFICATE MUST BE Title or Type of Document Annexation Agreement  
ATTACHED TO THE DOCUMENT Number of Pages 7 Date of Document \_\_\_\_\_ DESCRIBED  
AT RIGHT: Signers Other Than Named Above NONE

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this \_\_\_\_\_, 2018, by  
**Ronald E. Struthers, Manager of Cross Bayou Commerce Park, LLC & Partner of LANDBAYOU, LLP**  
*(Name of person acknowledging and title of position)*

\_\_\_\_\_  
Notary Public signature

\_\_\_\_\_  
(Name of Notary typed, printed or stamped)

Personally known \_\_\_\_\_ or produced identification

(SEAL ABOVE) Type of identification produced \_\_\_\_\_

ATTENTION NOTARY: Although the information requested is OPTIONAL, it could prevent fraudulent attachment of this certificate to an unauthorized document.

**ANNEXATION AGREEMENT**

**CROSS BAYOU COMMERCE PARK, LLC**

**LEGAL DESCRIPTIONS**

CROSS BAYOU COMMERCE PARK, LLC  
PARCEL: 25-30-15-00000-430-0100  
LOCATED AT: 8100 PARK BOULEVARD

THAT PORTION OF THE SOUTH 1-2 OF THE SOUTHEAST 1-4 OF SECTION 25, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTH 1-2 OF THE SOUTHEAST 1-4 OF SECTION 25, TOWNSHIP 30 SOUTH, RANGE 15 EAST, RUN NORTH 89°38'16" WEST ALONG THE NORTH LINE OF SAID SOUTH 1-2 FOR A DISTANCE OF 1753.57'; THENCE SOUTH 00°41'44" WEST 65.00' TO THE POINT OF BEGINNING; THENCE SOUTH 00°21'44" WEST 170.00'; THENCE NORTH 89°38'16" WEST 210.00'; THENCE NORTH 00°21'44" EAST 135.07'; THENCE SOUTH 89°25'21" WEST 53.00'; THENCE SOUTH 00°18'02" WEST 758.00'; THENCE SOUTH 55°08'02" EAST 855.41'; THENCE NORTH 89°24'46" EAST 199.00'; THENCE NORTH 00°42'52" EAST 1275.055'; THENCE NORTH 89°37'08" WEST 60.00'; THENCE SOUTH 00°41'44" WEST 50.00'; THENCE SOUTH 24°07'08" WEST 108.17'; THENCE SOUTH 00°41'44" WEST 215.00'; THENCE NORTH 89°38'16" WEST 504.45'; THENCE NORTH 00°21'44" EAST 364.00'; THENCE NORTH 89°37'08" WEST 40.00' TO THE POINT OF BEGINNING. SUBJECT TO ANY EASEMENTS AND-OR RESTRICTIONS OF RECORD.

A PARCEL CONTAINING 17.54 ACRES M.O.L.

**AND**

LANDBAYOU, LLP  
PARCEL: 25-30-15-00000-430-0400  
LOCATED AT: 8100 PARK BOULEVARD

THAT PORTION OF THE SOUTH 1-2 OF THE SOUTHEAST 1-4 OF SECTION 25, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTH 1-2 OF THE SOUTHEAST 1-4 OF SECTION 25, TOWNSHIP 30 SOUTH, RANGE 15 EAST, RUN NORTH 89°38'16" WEST ALONG THE NORTH LINE OF SAID SOUTH 1-2 FOR A DISTANCE OF 1753.57'; THENCE SOUTH 00°41'44" WEST 65.00' TO THE POINT OF BEGINNING; THENCE SOUTH 00°21'44" WEST 170.00'; THENCE NORTH 89°38'16" WEST 210.00'; THENCE NORTH 00°21'44" EAST 135.00'; THENCE SOUTH 89°38'16"

EAST 27.74'; THENCE NORTH 00°21'44" EAST 35.00'; THENCE SOUTH 89°38'16" EAST 182.26' TO THE POINT OF BEGINNING. SUBJECT TO ANY EASEMENTS AND-OR RESTICTIONS OF RECORD.

A PARCEL CONTAINING 0.80 ACRES M.O.L.

AND

AX18-15  
CROSS BAYOU COMMERCE PARK, LLC  
PARCEL: 25-30-15-69678-400-4302  
LOCATED AT: 8100 PARK BOULEVARD

THAT PORTION OF THE SOUTH 1-2 OF THE SOUTHEAST 1-4 OF SECTION 25, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTH 1-2 OF THE SOUTHEAST 1-4 OF SECTION 25, TOWNSHIP 30 SOUTH, RANGE 15 EAST, RUN NORTH 89°38'16" WEST ALONG THE NORTH LINE OF SAID SOUTH 1-2 FOR A DISTANCE OF 1963.57'; THENCE SOUTH 00°21'44" WEST 100.00' TO THE SOUTH RIGHT OF WAY LINE OF PARK BOULEVARD, ( ALSO KNOWN AS C.R. 694); THENCE CONTINUE ALONG PARK BOULEVARD SOUTH 89°25'21" WEST 53.00' TO THE POINT OF BEGINNING; THENCE SOUTH 89°25'21" WEST 54.00'; THENCE LEAVING THE SOUTH RIGHT OF WAY LINE OF PARK BOULEVARD, RUN SOUTH 32°01'50" WEST 27.90'; THENCE SOUTH 06°00'32" WEST 24.17'; THENCE SOUTH 07°07'30" WEST 30.60'; THENCE SOUTH 05°26'25" EAST 26.68'; THENCE SOUTH 12°42'22" WEST 25.14'; THENCE SOUTH 77°49'05" WEST 39.64'; THENCE SOUTH 51°42'36" WEST 30.62'; THENCE SOUTH 13°34'14" WEST 37.74'; THENCE SOUTH 23°57'45" WEST 62.30'; THENCE SOUTH 26°03'12" WEST 63.37'; THENCE SOUTH 13°44'11" WEST 58.60'; THENCE SOUTH 20°33'22" WEST 54.04'; THENCE SOUTH 20°40'28" WEST 71.66'; THENCE SOUTH 13°05'31" WEST 55.85 ' ; THENCE SOUTH 05°11'39" EAST 27.94'; THENCE SOUTH 35°07'56" EAST 17.66'; THENCE NORTH 89°49'06" EAST 258.00'; THENCE NORTH 00°18'02" EAST 578.00' TO THE POINT OF BEGINNING. SUBJECT TO ANY EASEMENTS AND-OR RESTICTIONS OF RECORD.

A PARCEL CONTAINING 2.36 ACRES M.O.L.

PARCELS CONTAINING A TOTAL OF 20.07 ACRES M.O.L.

**PETITION FOR ANNEXATION TO THE CITY OF PINELLAS PARK, FLORIDA**

The undersigned, being the sole OWNER (*"OWNER" is used herein for singular or plural, the singular shall include the plural, and any gender shall include all genders, as context requires*) of the following described real property located within Pinellas County, Florida, hereby consents and agrees to annexation of such property by the City of Pinellas Park, Florida, and further requests the City of Pinellas Park to forthwith undertake annexation proceedings to annex the said real property:

**PARCELS: 25-30-15-00000-430-0100, 25-30-15-69678-400-4302, 25-30-15-00000-430-0400**

**(Located at 8100 Park Boulevard)**

THAT PORTION OF THE SOUTH 1-2 OF THE SOUTHEAST 1-4 OF SECTION 25, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

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CONTAINING 17.54 ACRES M.O.L.

THAT PORTION OF THE SOUTH 1-2 OF THE SOUTHEAST 1-4 OF SECTION 25, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

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CONTAINING 2.36 ACRES M.O.L.

THAT PORTION OF THE SOUTH 1-2 OF THE SOUTHEAST 1-4 OF SECTION 25, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

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CONTAINING 0.80 ACRES M.O.L.

**CONTAINING 20.07 ACRES M.O.L.**

(Petition Continued)

The names and addresses of the undersigned representing all of the legal owners of the above-described property are as follows:

**Cross Bayou Commerce Park, LLC and LANDBAYOU, LLP**  
**C-O: Ronald E. Struthers**  
**8100 Park Boulevard**  
**Pinellas Park, FL 33781**

**Cross Bayou Commerce Park, LLC:**

\_\_\_\_\_  
**Witness Signature**

\_\_\_\_\_  
**RONALD E. STRUTHERS, MANAGER**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Witness Signature**

**LANDBAYOU, LLP:**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**RONALD E. STRUTHERS, PARTNER**

## ANNEXATION DATA SHEET

**1. PARCELS:**

25-30-15-00000-430-0100, 25-30-15-69678-400-4302, 25-30-15-00000-430-0400

**2. OWNER:**

Cross Bayou Commerce Park, LLC & LANDBAYOU, LLP

**3. LOCATED AT:**

8100 Park Boulevard

**4. SIZE OF PROPERTY:**

Agreement = 17.54 Acres MOL; 2.36 Acres MOL; 0.80 Acres MOL

Ordinance = 17.54 Acres MOL; 2.36 Acres MOL; 0.80 Acres MOL

**5. COUNTY ZONING - LAND USE:**

Parcel # 25-30-15-00000-430-0100 – C-3-CG

Parcel # 25-30-15-69678-400-4302 – C-2 and C-3-P

Parcel # 25-30-15-00000-430-0400 – C-2-CG

**6. CITY ZONING - LAND USE:**

Parcel # 25-30-15-00000-430-0100 – CH-CG

Parcel # 25-30-15-69678-400-4302 – B-1 and CH-P

Parcel # 25-30-15-00000-430-0400 – B-1-CG

**7. EXISTING PROPERTY IMPROVEMENTS:**

142,732 square feet of office and warehouse space.

**8. EXISTING BUSINESS ON PROPERTY:**

65 unit Business Park – Tenants vary

**9. PREVIOUS - EXISTING PROPERTY USE:**

Commercial

**10. ANNEXATION SPECIAL PROVISIONS:**

- For a period of ten (10) years from the date of execution of this Agreement, the City shall waive City land development fees applicable for future redevelopment of the Property, in an amount up to, and not to exceed, Fifty Thousand Dollars (\$50,000.00).

- For a period of ten (10) years from the date of execution of this Agreement, the City shall waive any required zoning related application fee(s) (i.e. Zoning change, Land Use Plan Amendment, waiver(s), variance(s)) that may be needed to redevelop the Property in the future.

- The City agrees to waive the garbage container deposit in an amount up to, and not to exceed, Two Thousand Two Hundred Twenty Five Dollar (\$2,225).

- The City shall grant a waiver to the City's landscape ordinance in regard to the proposed addition to the existing building at 8100 Park Boulevard and accept Owner's landscaping "as is".



(Continued)

- The City shall agree that the existing signage on the Property be grandfathered in and accepted in their "as is" condition, except that the Owner shall maintain said signage in good repair. At the time said signage is proposed for renovation or alteration, the Owner shall then bring the signage into compliance with applicable building codes.

- For a period of two (2) years from the date of execution of this Agreement, the City shall waive the City's Business Tax Receipt fees for all businesses occupying space on the property.

**11. OTHER PERTINENT INFORMATION:**

Contiguous

**12. PROPOSED PROPERTY USE:**

Commercial

**13. PROPOSED PROPERTY IMPROVEMENTS:**

Proposed retail store in place of the car wash

SUPPLEMENT TO  
ANNEXATION AGREEMENT

**Cross Bayou Commerce Park, LLC & LANDBAYOU, LLP — AX18-15**

**Located at: 8100 Park Boulevard**

**REVIEW COMMENTS**

CITY MANAGER	REVIEWED
DEPUTY CITY MANAGER	REVIEWED
COMMUNITY DEVELOPMENT ADMINISTRATOR	REVIEWED
BLDG. DEVELOPMENT	REVIEWED
FINANCE	REVIEWED
FIRE DEPARTMENT	REVIEWED
NEIGHBORHOOD SERVICES DIRECTOR	NO OBJECTION
OMB ADMINISTRATOR	REVIEWED
PLANNING & ZONING DIVISION	REVIEWED
POLICE DEPARTMENT	REVIEWED
PUBLIC WORKS:	
CONSTRUCTION SERVICES	NO OBJECTION
TRANSPORTATION & STORMWATER	NO OBJECTION
SEWER	NO OBJECTION
WATER/RECLAIMED	REVIEWED
UTILITY BILLING DIVISION	REVIEWED

# Annexation Revenue Analysis Commercial/Industrial

**Annexation Number:** AX18-15

**Date:** July 27, 2018

**Owner's Name:** Cross Bayou Commerce Park, LLC & LANDBAYOU

**Property Address:** 8100 Park Blvd.

**Ad Valorem Taxes:**

	<u>Millage</u>	<u>Amount</u>
* information obtained from the Pinellas County Property Appraiser's records		
Current Assessed Value	NA	\$3,912,764.00
Taxes Received by Pinellas Park	0.00549	\$21,481.07

**Tangible Property Taxes:**

Assessed Asset Value (Exempt below \$25,000)	NA	\$0.00
Tangible Taxes Received by Pinellas Park	0.00549	\$0.00

**Business Tax Receipt Fee**

\$3,000.00

**Est. Franchise Fees and/or Utility Taxes: After Development**

Water & Sewer (10% Utility Tax) - not in service area	\$0.00
Electric ESTIMATE	\$800.00
Gas	\$0.00
Communication Services Tax ESTIMATE	\$600.00
Franchise Fees and/or Utility Taxes Received by Pinellas Park	\$1,400.00

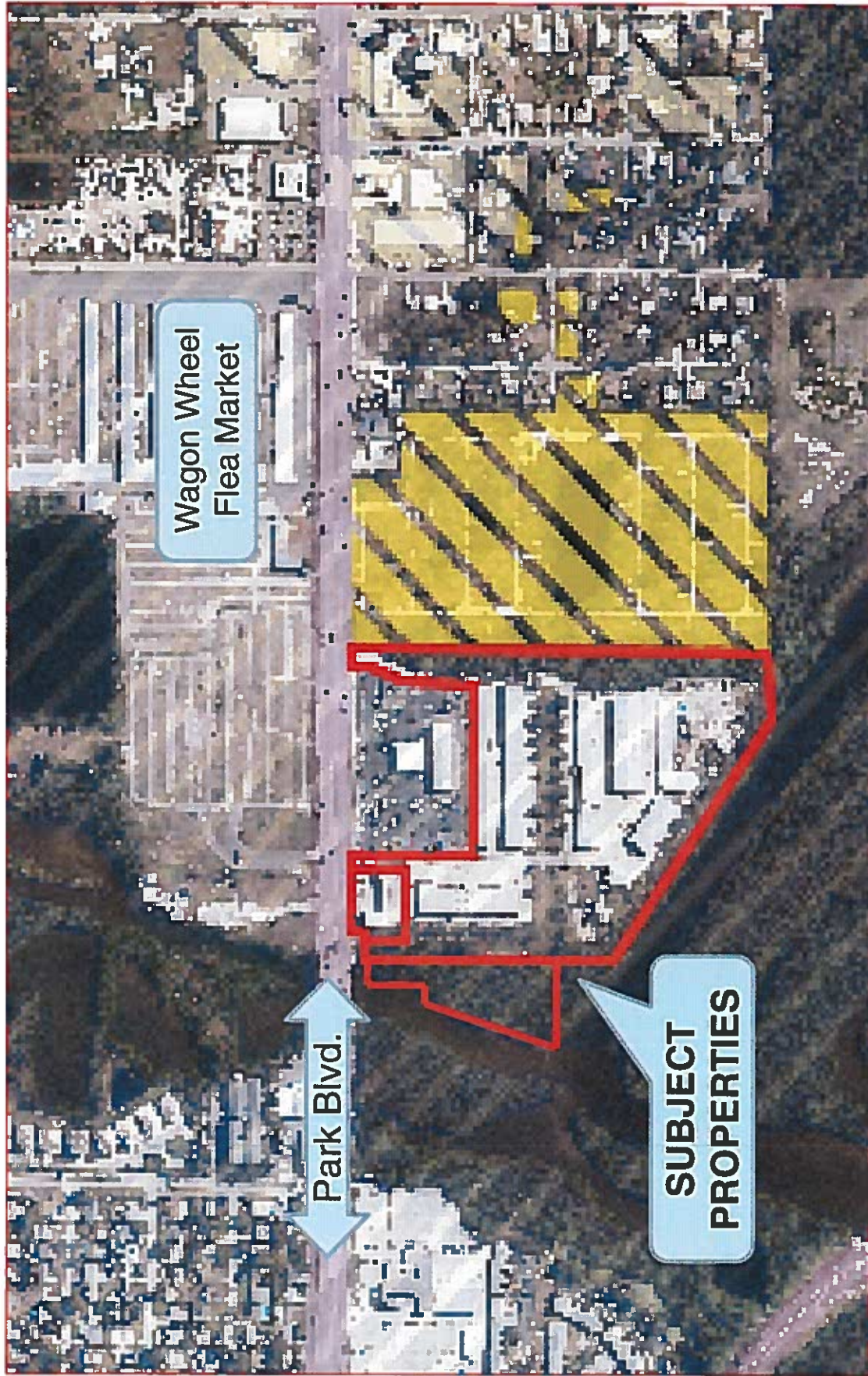
<b>Taxes Received by Pinellas Park</b>	<b>\$21,481.07</b>
<b>Tangible Personal Property Tax Received by Pinellas Park</b>	<b>\$0.00</b>
<b>Business Tax Receipt Fee</b>	<b>\$3,000.00</b>
<b>Est. Franchise Fees and/or Utility Taxes Received by Pinellas Park</b>	<b>\$1,400.00</b>
<b>Anticipated Annual Revenues to Pinellas Park After Annexation</b>	<b>\$25,881.07</b>

**Current Est. Annual Revenues to Pinellas Park as Unincorporated Property:**

PFW Fire District Tax (est. currently received)	0.003197	\$6,294.64
<b>Total Est. Annual Revenues to Pinellas Park as Unincorporated Property</b>		<b>\$6,294.64</b>

**New Money (est.) to Pinellas Park Received Thru Annexation**

**\$19,586.43**



25-30-15-00000-430-0100 and 0400  
and 25-30-15-69678-400-4302  
8100 Park Boulevard

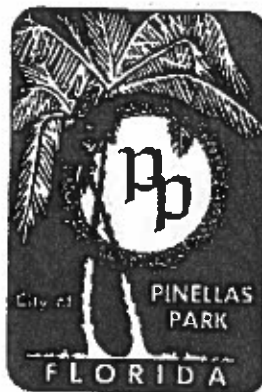
AX18-15

City of  
**PINELLAS PARK**

5141 78TH AVE. • P.O. BOX 1100  
PINELLAS PARK, FL 33780-1100

**Please Respond To:**

James W. Denhardt, City Attorney  
Lauren Christ Rubenstein, Assistant City Attorney  
Denhardt and Rubenstein, Attorneys at Law  
2700 First Avenue North  
St. Petersburg, Florida 33713  
(727) 327-3400 - Telephone  
(727) 323-0888 - Facsimile



**FLORIDA**

PHONE • (727) 369-0700  
FAX • (727) 544-7448

August 1, 2018

Ms. Amanda Conte  
Community Development Division  
City of Pinellas Park  
P. O. Box 1100  
Pinellas Park, Florida 33780-1100

**RE: City Document #18-204**  
**Annexation Agreement AX18-15, Cross Bayou Commerce Park**

Dear Ms. Conte:

I have received and reviewed the above-referenced Annexation Agreement. Assuming that the property is in the legal name of the petitioner, and that Exhibit A contains the correct legal descriptions, I would approve of the Agreement as to form and correctness.

Very truly yours,

Lauren C. Rubenstein  
Assistant City Attorney

cc: Doug Lewis, City Manager  
Diane M. Corna, MMC, City Clerk  
Patrick Murphy, Deputy City Manager  
Susan Walker, Community Development Administrator  
Danny E. Taylor, Planning & Zoning Director

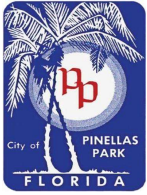
LCR/dh

18-204.08012018.LAC.Annax Agmt AX18-15 Cross Bayou Commerce Park.wpd



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# City of Pinellas Park

## Staff Report

**File #:** 18-560, **Version:** 1

**Agenda Date:** 8/23/2018

**RESOLUTION NO. 18-21. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINELLAS PARK, PINELLAS COUNTY, FLORIDA AUTHORIZING THE CITY MANAGER TO APPLY AND CONTRACT FOR THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM - FY 2018 LOCAL SOLICITATION WITH THE U.S. DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS, BUREAU OF JUSTICE ASSISTANCE; PROVIDING FOR COMPLIANCE WITH THE JUSTICE ASSISTANCE GRANT PROGRAM; AND PROVIDING FOR AN EFFECTIVE DATE**

### **PUBLIC HEARING FIRST AND FINAL READING**

NOTE: The City of Pinellas Park, Florida is submitting an FY 2018 Justice Assistance Grant (JAG) application on behalf of the Pinellas Park Police Department (PPPD), in the amount of \$17,022 to support law enforcement programs. Funds will be used to purchase fifty (50) active shooter kits. The PPPD will focus, on *officer safety and wellness*, one of BJA's areas of emphasis.

Purchases will include fifty Point Blank Active Shooter Kits, each with (10 MOLLE Plate Carrier with (2) ID Panels, (1) 10 x 12 Shooter's Cut Level III + Rifle Plate, (1) Full Size 10 x 12 Level III + Rifle Plate (unit price: \$299.00 x 50 = \$14,950); and (1) Black Carry Bag (unit price: \$41.44 x 50 = \$2,072.00). The total overall cost to equip fifty field officers with active shooter kits is \$17,022.00.

There are no cost share or match funds required for the FY 2018 Justice Assistance Grant Program.

**ACTION:** (Adopt - Deny) Resolution 18-21.



**BYRNE JUSTICE ASSISTANCE GRANT  
FY 2018 LOCAL SOLICIT'ATION  
APPLICATION FOR FUNDING ASSISTANCE  
CITY OF PINELLAS PARK  
PROTECTIVE FIELD SERVICES EQUIPMENT**

**Abstract**

The City of Pinellas Park, Florida is submitting an FY 2018 Justice Assistance Grant (JAG) application on behalf of the Pinellas Park Police Department (PPPD), in the amount of \$17,022 to support law enforcement programs. Funds will be used to purchase fifty (50) active shooter kits. The PPPD will focus, on *officer safety and wellness*, one of BJA's areas of emphasis.

Changes in social and criminal trends most notably, an increased number of firearms-related deaths to law enforcement officer and a higher number of active shooter events occurring throughout the United States, require law enforcement agencies to be equipped and trained for combative situations. Currently the PPPD lacks the resources to put altogether the necessary systems to effectively respond and prevent active shooter incidents.

Purchases will include fifty Point Blank Active Shooter Kits, each with (10 MOLLE Plate Carrier with (2) ID Panels, (1) 10 x 12 Shooter's Cut Level III + Rifle Plate, (1) Full Size 10 x 12 Level III + Rifle Plate (unit price: \$299.00 x 50 = \$14,950); and (1) Black Carry Bag (unite price: \$41.44 x 50 = \$2,072.00). The total overall cost to equip fifty field officers with active shooter kits is \$17,022.00

**Goals:** 1) Purchase and put into service field services equipment that will protect officers; and, 2) Improve the PPPD's preparedness for dangerous situations.

**Strategy:** The Pinellas Park Police Department's strategic objective is to equip their personnel with the equipment necessary to save lives in the event of an active shooter event.

<u>Project Identifiers</u>	<u>JAG Program Area</u>
<b>Equipment – General</b>	Law Enforcement
<b>Firearms</b>	Law Enforcement
<b>Officer Safety</b>	Law Enforcement
<b>Task Forces</b>	Law Enforcement
<b>Violence - Violent Crime</b>	Law Enforcement



RESOULTION NO. 18-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINELLAS PARK, PINELLAS COUNTY, FLORIDA AUTHORIZING THE CITY MANAGER TO APPLY AND CONTRACT FOR THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM - FY 2018 LOCAL SOLICITATION WITH THE U.S. DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS, BUREAU OF JUSTICE ASSISTANCE; PROVIDING FOR COMPLIANCE WITH THE JUSTICE ASSISTANCE GRANT PROGRAM; AND PROVIDING FOR AN EFFECTIVE DATE.

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**WHEREAS**, the U.S. Department OF Justice, Office of Justice Programs, Bureau of Justice Assistance, has opened its application period for federal funding through the Edward Byrne Memorial Justice Assistance Grant Program; and

**WHEREAS**, the City of Pinellas Park, Florida (hereinafter the "City") is eligible for a Justice Assistance Grant award in the amount of \$17,313.00 for funding of qualified law enforcement program expenses; and

**WHEREAS**, if the grant applied for is awarded, such expenses will consist of new equipment to improve the effectiveness and efficiency of the Pinellas Park Police Department; and

**WHEREAS**, the Mayor and City Council wish to authorize the City Manager to sign and submit an application for funding through the Edward Byrne Memorial Justice Assistance Grant Program FY 2018 Local Solicitation.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PINELLAS PARK, PINELLAS COUNTY, FLORIDA, AS FOLLOWS:**

**SECTION ONE:** That the Mayor and City Council of the City of Pinellas Park, Florida authorize the City Manager to apply and contract for funding under the Edward Byrne Memorial Justice Assistance Grant Program FY 2018 Local Solicitation.

**SECTION TWO:** That the City Manager or his designee is hereby designated as the official liaison agent.

**SECTION THREE:** That the City of Pinellas Park is hereby requesting funds in the amount of \$17,313.00 under the Local Solicitation.

**SECTION FOUR:** That this Resolution shall be in full force and effect immediately after its passage and approval in the manner provided by law.

PUBLISHED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

FIRST READING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

PUBLIC HEARING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

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Sandra L. Bradbury  
MAYOR

ATTEST:

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Diane M. Corna, MMC  
CITY CLERK

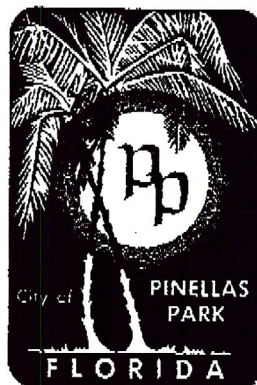
City of

**PINELLAS PARK**

5141 78TH AVE. • P.O. BOX 1100  
PINELLAS PARK, FL 33780-1100

**Please Respond To:**

James W. Denhardt, City Attorney  
Lauren Christ Rubenstein, Assistant City Attorney  
Denhardt and Rubenstein, Attorneys at Law  
2700 First Avenue North  
St. Petersburg, Florida 33713  
(727) 327-3400 - Telephone  
(727) 323-0888 - Facsimile

**FLORIDA**

PHONE • (727) 369-0700  
FAX • (727) 544-7448

August 6, 2018



Ms. Tammy Hillier  
Community Planning Division  
City of Pinellas Park  
P. O. Box 1100  
Pinellas Park, Florida 33780-1100

**RE: City Document #18-217**  
**Resolution for Edward Byrne Memorial Justice Assistance Grant Program**

Dear Ms. Hillier:

I have received and reviewed the above-referenced Resolution. I would approve of the Resolution as to form and correctness.

Very truly yours,

Lauren C. Rubenstein  
Assistant City Attorney

cc: Doug Lewis, City Manager  
Diane M. Corna, MMC, City Clerk  
Patrick Murphy, Deputy City Manager

LCR/dh

18-217.08062018.LTH.Res for 2018 Edward Byrne Grant.wpd



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# City of Pinellas Park

## Staff Report

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**File #:** 18-542, **Version:** 1

**Agenda Date:** 8/23/2018

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**ORDINANCE NO. 4069. ANNEXING INTO THE CITY OF PINELLAS PARK CERTAIN PARCELS OF LAND GENERALLY LOCATED AT 8100 PARK BOULEVARD (AX18-15 CROSS BAYOU COMMERCE PARK, LLC & LANDBAYOU, LLP)**

### **FIRST READING PRIOR TO PUBLIC HEARING**

NOTE: This is a voluntary annexation of 20.07 acres MOL of contiguous commercial property located at 8100 Park Boulevard. There is currently a sixty-five (65) unit Business Park on the property.

ACTION: (Pass - Deny) Ordinance No. 4069.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PINELLAS PARK, FLORIDA, ANNEXING INTO THE CITY OF PINELLAS PARK, FLORIDA, CERTAIN PARCELS OF LAND GENERALLY LOCATED AT 8100 PARK BOULEVARD, LEGALLY DESCRIBED AS ATTACHED HERETO IN EXHIBIT "A" AND MADE A PART HEREOF, LYING WITHIN SECTION 25, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA; PROVIDING FOR AMENDMENT OF THE LEGAL DESCRIPTION OF THE CORPORATE BOUNDARIES OF THE CITY OF PINELLAS PARK, FLORIDA; PROVIDING FOR THE ASSIGNMENT OF CITY ZONING CLASSIFICATION; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS OF ORDINANCES CONFLICTING HERewith; PROVIDING FOR AN EFFECTIVE DATE.

(CROSS BAYOU COMMERCE PARK, LLC & LANDBAYOU, LLP AX18-15)

WHEREAS, the Owner of certain parcels of land lying in an unincorporated area of Pinellas County, Florida, and contiguous to the City of Pinellas Park has petitioned City Council requesting that said land be annexed into the City of Pinellas Park, Florida; and

WHEREAS, all requirements of Florida Statutes, Chapter 171, pertaining to the voluntary annexation have been complied with.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PINELLAS PARK, PINELLAS COUNTY, FLORIDA, AS FOLLOWS:

SECTION ONE: That the land lying in an unincorporated area of Pinellas County, Florida, and contiguous to the City of Pinellas Park, generally located at 8100 Park Boulevard, and legally described as attached hereto in Exhibit "A" and made a part hereof, lying within Section 25, Township 30 South, Range 15 East, Pinellas County, Florida, is hereby annexed into the City of Pinellas Park.

SECTION TWO: That the legal description of the corporate boundaries of the City of Pinellas Park, Florida, is hereby amended to include the land herein annexed. The legal description of the City of Pinellas Park, Florida, contained in the City Charter, and all official City maps and other official documents shall be amended accordingly.

SECTION THREE: That the land herein annexed shall be assigned the City zoning classification of B-1 and CH which is the closest compatible to the County C-2 and C-3 zoning on the subject parcels at the time of annexation.

SECTION FOUR: That the City Zoning Map is hereby amended to conform to the provisions of this Ordinance.

SECTION FIVE: That all Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance be, and they are hereby, repealed insofar as the same affects this Ordinance.

SECTION SIX: That this Ordinance shall become effective immediately upon its final passage and adoption.

FIRST READING	_____	DAY OF _____, 2018
PUBLISHED MAP & TITLE	_____	DAY OF _____, 2018
PUBLISHED MAP ONLY	_____	DAY OF _____, 2018
PUBLIC HEARING	_____	DAY OF _____, 2018
PASSED THIS	_____	DAY OF _____, 2018

AYES:  
NAYS:  
ABSENT:  
ABSTAIN:

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018

ATTEST:

\_\_\_\_\_  
SANDRA L. BRADBURY, MAYOR

\_\_\_\_\_  
DIANE M. CORNA, MMC, CITY CLERK

**ANNEXATION ORDINANCE LEGAL**

CROSS BAYOU COMMERCE PARK, LLC  
PARCEL: 25/30/15/00000/430/0100  
LOCATED AT: 8100 PARK BOULEVARD

THAT PORTION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 30 SOUTH, RANGE 15 EAST, RUN NORTH 89°38'16" WEST ALONG THE NORTH LINE OF SAID SOUTH 1/2 FOR A DISTANCE OF 1753.57'; THENCE SOUTH 00°41'44" WEST 65.00' TO THE POINT OF BEGINNING; THENCE SOUTH 00°21'44" WEST 170.00'; THENCE NORTH 89°38'16" WEST 210.00'; THENCE NORTH 00°21'44" EAST 135.07'; THENCE SOUTH 89°25'21" WEST 53.00'; THENCE SOUTH 00°18'02" WEST 758.00'; THENCE SOUTH 55°08'02" EAST 855.41'; THENCE NORTH 89°24'46" EAST 199.00'; THENCE NORTH 00°42'52" EAST 1275.055'; THENCE NORTH 89°37'08" WEST 60.00'; THENCE SOUTH 00°41'44" WEST 50.00'; THENCE SOUTH 24°07'08" WEST 108.17'; THENCE SOUTH 00°41'44" WEST 215.00'; THENCE NORTH 89°38'16" WEST 504.45'; THENCE NORTH 00°21'44" EAST 364.00'; THENCE NORTH 89°37'08" WEST 40.00' TO THE POINT OF BEGINNING. SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS OF RECORD.

A PARCEL CONTAINING 17.54 ACRES M.O.L.

**AND**

LANDBAYOU, LLP  
PARCEL: 25/30/15/00000/430/0400  
LOCATED AT: 8100 PARK BOULEVARD

THAT PORTION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 30 SOUTH, RANGE 15 EAST, RUN NORTH 89°38'16" WEST ALONG THE NORTH LINE OF SAID SOUTH 1/2 FOR A DISTANCE OF 1753.57'; THENCE SOUTH 00°41'44" WEST 65.00'



TO THE POINT OF BEGINNING; THENCE SOUTH 00°21'44" WEST 170.00'; THENCE NORTH 89°38'16" WEST 210.00'; THENCE NORTH 00°21'44" EAST 135.00'; THENCE SOUTH 89°38'16" EAST 27.74'; THENCE NORTH 00°21'44" EAST 35.00'; THENCE SOUTH 89°38'16" EAST 182.26' TO THE POINT OF BEGINNING. SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS OF RECORD.

A PARCEL CONTAINING 0.80 ACRES M.O.L.

**AND**

AX18-15  
CROSS BAYOU COMMERCE PARK, LLC  
PARCEL: 25/30/15/69678/400/4302  
LOCATED AT: 8100 PARK BOULEVARD

THAT PORTION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 30 SOUTH, RANGE 15 EAST, RUN NORTH 89°38'16" WEST ALONG THE NORTH LINE OF SAID SOUTH 1/2 FOR A DISTANCE OF 1963.57'; THENCE SOUTH 00°21'44" WEST 100.00' TO THE SOUTH RIGHT OF WAY LINE OF PARK BOULEVARD, ( ALSO KNOWN AS C.R. 694); THENCE CONTINUE ALONG PARK BOULEVARD SOUTH 89°25'21" WEST 53.00' TO THE POINT OF BEGINNING; THENCE SOUTH 89°25'21" WEST 54.00'; THENCE LEAVING THE SOUTH RIGHT OF WAY LINE OF PARK BOULEVARD, RUN SOUTH 32°01'50" WEST 27.90'; THENCE SOUTH 06°00'32" WEST 24.17'; THENCE SOUTH 07°07'30" WEST 30.60'; THENCE SOUTH 05°26'25" EAST 26.68'; THENCE SOUTH 12°42'22" WEST 25.14'; THENCE SOUTH 77°49'05" WEST 39.64'; THENCE SOUTH 51°42'36" WEST 30.62'; THENCE SOUTH 13°34'14" WEST 37.74'; THENCE SOUTH 23°57'45" WEST 62.30'; THENCE SOUTH 26°03'12" WEST 63.37'; THENCE SOUTH 13°44'11" WEST 58.60'; THENCE SOUTH 20°33'22" WEST 54.04'; THENCE SOUTH 20°40'28" WEST 71.66'; THENCE SOUTH 13°05'31" WEST 55.85 ' ; THENCE SOUTH 05°11'39" EAST 27.94'; THENCE SOUTH 35°07'56" EAST 17.66'; THENCE NORTH 89°49'06" EAST 258.00'; THENCE NORTH 00°18'02" EAST 578.00' TO THE POINT OF BEGINNING. SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS OF RECORD.

A PARCEL CONTAINING 2.36 ACRES M.O.L.

PARCELS CONTAINING A TOTAL OF 20.07 ACRES M.O.L.

**PETITION FOR ANNEXATION TO THE CITY OF PINELLAS PARK, FLORIDA**

The undersigned, being the sole OWNER (*"OWNER" is used herein for singular or plural, the singular shall include the plural, and any gender shall include all genders, as context requires*) of the following described real property located within Pinellas County, Florida, hereby consents and agrees to annexation of such property by the City of Pinellas Park, Florida, and further requests the City of Pinellas Park to forthwith undertake annexation proceedings to annex the said real property:

**PARCELS: 25-30-15-00000-430-0100, 25-30-15-69678-400-4302, 25-30-15-00000-430-0400**

**(Located at 8100 Park Boulevard)**

THAT PORTION OF THE SOUTH 1-2 OF THE SOUTHEAST 1-4 OF SECTION 25, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTH 1-2 OF THE SOUTHEAST 1-4 OF SECTION 25, TOWNSHIP 30 SOUTH, RANGE 15 EAST, RUN NORTH 89°38'16" WEST ALONG THE NORTH LINE OF SAID SOUTH 1-2 FOR A DISTANCE OF 1753.57'; THENCE SOUTH 00°41'44" WEST 65.00' TO THE POINT OF BEGINNING; THENCE SOUTH 00°21'44" WEST 170.00'; THENCE NORTH 89°38'16" WEST 210.00'; THENCE NORTH 00°21'44" EAST 135.07'; THENCE SOUTH 89°25'21" WEST 53.00'; THENCE SOUTH 00°18'02" WEST 758.00'; THENCE SOUTH 55°08'02" EAST 855.41'; THENCE NORTH 89°24'46" EAST 199.00'; THENCE NORTH 00°42'52" EAST 1275.055'; THENCE NORTH 89°37'08" WEST 60.00'; THENCE SOUTH 00°41'44" WEST 50.00'; THENCE SOUTH 24°07'08" WEST 108.17'; THENCE SOUTH 00°41'44" WEST 215.00'; THENCE NORTH 89°38'16" WEST 504.45'; THENCE NORTH 00°21'44" EAST 364.00'; THENCE NORTH 89°37'08" WEST 40.00' TO THE POINT OF BEGINNING. SUBJECT TO ANY EASEMENTS AND-OR RESTRICTIONS OF RECORD.  
CONTAINING 17.54 ACRES M.O.L.

THAT PORTION OF THE SOUTH 1-2 OF THE SOUTHEAST 1-4 OF SECTION 25, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTH 1-2 OF THE SOUTHEAST 1-4 OF SECTION 25, TOWNSHIP 30 SOUTH, RANGE 15 EAST, RUN NORTH 89°38'16" WEST ALONG THE NORTH LINE OF SAID SOUTH 1-2 FOR A DISTANCE OF 1963.57'; THENCE SOUTH 00°21'44" WEST 100.00' TO THE SOUTH RIGHT OF WAY LINE OF PARK BOULEVARD, ( ALSO KNOWN AS C.R. 694); THENCE CONTINUE ALONG PARK BOULEVARD SOUTH 89°25'21" WEST 53.00' TO THE POINT OF BEGINNING; THENCE SOUTH 89°25'21" WEST 54.00'; THENCE LEAVING THE SOUTH RIGHT OF WAY LINE OF PARK BOULEVARD, RUN SOUTH 32°01'50" WEST 27.90'; THENCE SOUTH 06°00'32" WEST 24.17'; THENCE SOUTH 07°07'30" WEST 30.60'; THENCE SOUTH 05°26'25" EAST 26.68'; THENCE SOUTH 12°42'22" WEST 25.14'; THENCE SOUTH 77°49'05" WEST 39.64'; THENCE SOUTH 51°42'36" WEST 30.62'; THENCE SOUTH 13°34'14" WEST 37.74'; THENCE SOUTH 23°57'45" WEST 62.30'; THENCE SOUTH 26°03'12" WEST 63.37'; THENCE SOUTH 13°44'11" WEST 58.60'; THENCE SOUTH 20°33'22" WEST 54.04'; THENCE SOUTH 20°40'28" WEST 71.66'; THENCE SOUTH 13°05'31" WEST 55.85 ' ; THENCE SOUTH 05°11'39" EAST 27.94'; THENCE SOUTH 35°07'56" EAST 17.66'; THENCE NORTH 89°49'06" EAST 258.00'; THENCE NORTH 00°18'02" EAST 578.00' TO THE POINT OF BEGINNING. SUBJECT TO ANY EASEMENTS AND-OR RESTRICTIONS OF RECORD.  
CONTAINING 2.36 ACRES M.O.L.

THAT PORTION OF THE SOUTH 1-2 OF THE SOUTHEAST 1-4 OF SECTION 25, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTH 1-2 OF THE SOUTHEAST 1-4 OF SECTION 25, TOWNSHIP 30 SOUTH, RANGE 15 EAST, RUN NORTH 89°38'16" WEST ALONG THE NORTH LINE OF SAID SOUTH 1-2 FOR A DISTANCE OF 1753.57'; THENCE SOUTH 00°41'44" WEST 65.00' TO THE POINT OF BEGINNING; THENCE SOUTH 00°21'44" WEST 170.00'; THENCE NORTH 89°38'16" WEST 210.00'; THENCE NORTH 00°21'44" EAST 135.00'; THENCE SOUTH 89°38'16" EAST 27.74'; THENCE NORTH 00°21'44" EAST 35.00'; THENCE SOUTH 89°38'16" EAST 182.26' TO THE POINT OF BEGINNING. SUBJECT TO ANY EASEMENTS AND-OR RESTRICTIONS OF RECORD.  
CONTAINING 0.80 ACRES M.O.L.

**CONTAINING 20.07 ACRES M.O.L.**

(Petition Continued)

The names and addresses of the undersigned representing all of the legal owners of the above-described property are as follows:

**Cross Bayou Commerce Park, LLC and LANDBAYOU, LLP**  
**C-O: Ronald E. Struthers**  
**8100 Park Boulevard**  
**Pinellas Park, FL 33781**

**Cross Bayou Commerce Park, LLC:**

\_\_\_\_\_  
**Witness Signature**

\_\_\_\_\_  
**RONALD E. STRUTHERS, MANAGER**

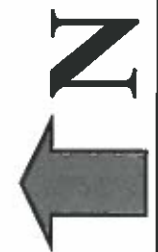
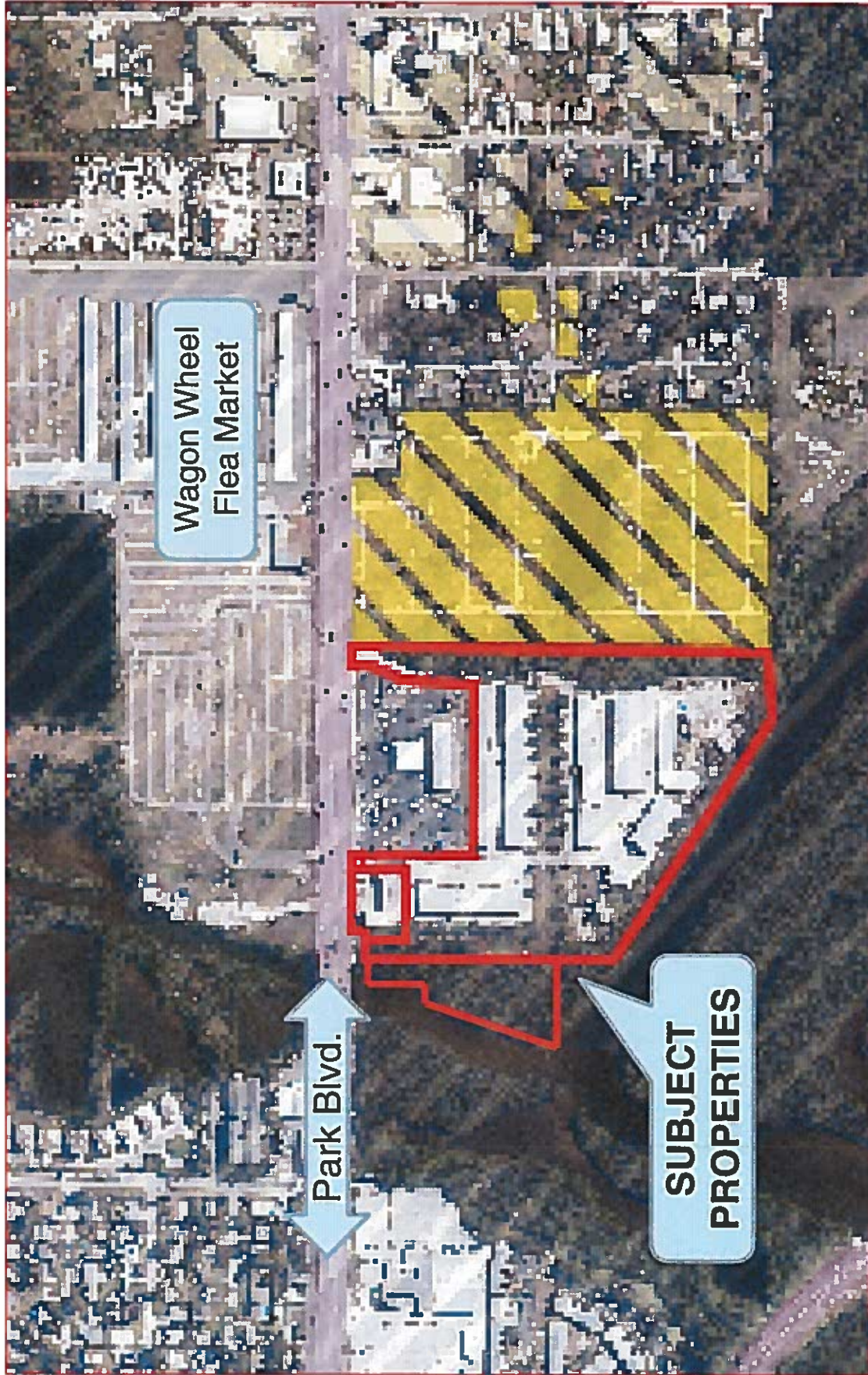
\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Witness Signature**

**LANDBAYOU, LLP:**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**RONALD E. STRUTHERS, PARTNER**



25-30-15-00000-430-0100 and 0400  
and 25-30-15-69678-400-4302  
8100 Park Boulevard

AX18-15

City of

# PINELLAS PARK

5141 78TH AVE. • P.O. BOX 1100  
PINELLAS PARK, FL 33780-1100

**Please Respond To:**

James W. Denhardt, City Attorney  
Lauren Christ Rubenstein, Assistant City Attorney  
Denhardt and Rubenstein, Attorneys at Law  
2700 First Avenue North  
St. Petersburg, Florida 33713  
(727) 327-3400 - Telephone  
(727) 323-0888 - Facsimile



# FLORIDA

PHONE • (727) 389-0700  
FAX • (727) 544-7448

August 1, 2018

Ms. Amanda Conte  
Community Development Division  
City of Pinellas Park  
P. O. Box 1100  
Pinellas Park, Florida 33780-1100

**RE: City Document #18-205**  
**Annexation Ordinance AX18-15, Cross Bayou Commerce Park**

Dear Ms. Conte:

I have received and reviewed the above-referenced Annexation Ordinance. Assuming that the property is in the legal name of the petitioner, and the correct legal description is inserted in Exhibit A, I would approve of the Ordinance as to form and correctness.

Very truly yours,

Lauren C. Rubenstein  
Assistant City Attorney

cc: Doug Lewis, City Manager  
Diane M. Corna, MMC, City Clerk  
Patrick Murphy, Deputy City Manager  
Susan Walker, Community Development Administrator  
Danny E. Taylor, Planning & Zoning Director

LCR/dh

18-205.08012018.LAC.Annex Ord AX18-15 Cross Bayou Commerce Park.wpd

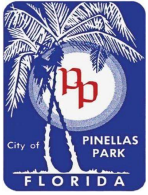


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# City of Pinellas Park

## Staff Report

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**File #:** 18-553, **Version:** 1

**Agenda Date:** 8/23/2018

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**RESIGNATION FROM CODE ENFORCEMENT BOARD - Edson Eugene Webb, PhD**

NOTE: Mr. Edson Eugene Webb, PhD, submitted his letter of resignation from the Code Enforcement Board effective July 31, 2018. Mr. Webb has served on the Code Enforcement Board since January 12, 2006, with term to expire December 31, 2018.

ACTION: (Accept - Deny) With regret, the resignation of Edson Eugene Webb, PhD, from the Code Enforcement Board, effective July 31, 2018.

From:

Edson Eugene Webb  
5884 100th Avenue  
Pinellas Park, FL 33782

To:

Ms. Janet Weidner  
Neighborhood Services Coordinator  
City of Pinellas Park  
5141 78<sup>th</sup> Avenue  
Pinellas Park, FL 33781  
[jweidner@Pinellas-Park.com](mailto:jweidner@Pinellas-Park.com)

July 6, 2018

Dear Janet:

My wife and I are building a new home in Manatee County and will be relocating later this year.

Please accept this letter as notice of my resignation from the City of Pinellas Park Code Enforcement Board. It has been my deepest pleasure to serve our City along with the City Staff and my fellow Code Enforcement Board members for these past years.

I would like to thank you personally and all the other outstanding people in the Neighborhood Services Division for all your help, support and hard work in making Pinellas Park a cleaner and safer City for all our citizens.

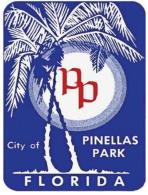
My resignation will be effective July 31, 2018.

Sincerely,

A handwritten signature in blue ink, appearing to read "E. Eugene Webb". The signature is stylized with a large initial "E" and a cursive-style name.

E. Eugene Webb PhD





# City of Pinellas Park

## Staff Report

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**File #:** 18-561, **Version:** 1

**Agenda Date:** 8/23/2018

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**RESOLUTION NO. 18-22 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINELLAS PARK, PINELLAS COUNTY, FLORIDA ADOPTING A THREE (3) YEAR AGREEMENT BETWEEN THE CITY OF PINELLAS PARK, FLORIDA AND THE FRATERNAL ORDER OF POLICE, LODGE 43, POLICE SERGEANTS; WHICH AGREEMENT IS FOR THE PERIOD OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2021; PROVIDING FOR AN EFFECTIVE DATE**

### **FIRST AND FINAL READING**

NOTE: This resolution adopts a three year agreement between the City of Pinellas Park and the Fraternal Order of Police, Lodge 43, Police Sergeants, concerning wages and other terms and conditions of employment. The tentative agreement has been ratified by the members of the bargaining unit.

ACTION: (Adopt - Deny) Resolution No. 18-22.

City of

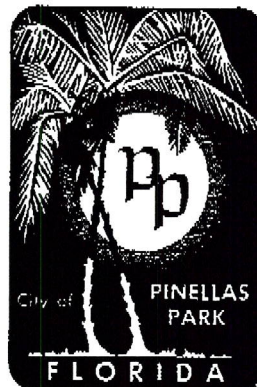
**PINELLAS PARK**

5141 78TH AVE. • P.O. BOX 1100

PINELLAS PARK, FL 33780-1100

**Please Respond To:**

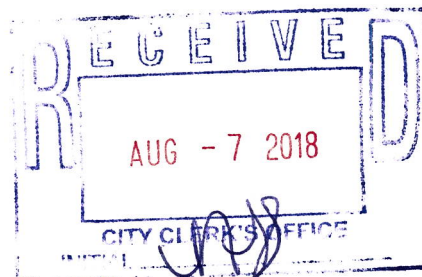
James W. Denhardt, City Attorney  
Lauren Christ Rubenstein, Assistant City Attorney  
Denhardt and Rubenstein, Attorneys at Law  
2700 First Avenue North  
St. Petersburg, Florida 33713  
(727) 327-3400 - Telephone  
(727) 323-0888 - Facsimile

**FLORIDA**

PHONE • (727) 369-0700

FAX • (727) 544-7448

August 7, 2018



Ms. Lisa Hendrickson  
Human Resources Administrator  
City of Pinellas Park  
P. O. Box 1100  
Pinellas Park, Florida 33780-1100

**RE: City Document #18-211**  
**Resolution and FOP Sergeants Agreement**

Dear Ms. Henderson:

I have received and reviewed the above-referenced Resolution and Agreement. I would approve of the Resolution and Agreement as to form and correctness.

Very truly yours,

Lauren C. Rubenstein  
Assistant City Attorney

cc: Doug Lewis, City Manager  
Diane M. Corna, MMC, City Clerk  
Patrick Murphy, Deputy City Manager

LCR/dh

18-211.08072018.LLH.Res and FOP Sergeants Agmt.wpd



PRINTED ON RECYCLED PAPER

RESOLUTION NO. 18-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINELLAS PARK, PINELLAS COUNTY, FLORIDA ADOPTING A THREE (3) YEAR AGREEMENT BETWEEN THE CITY OF PINELLAS PARK, FLORIDA AND THE FRATERNAL ORDER OF POLICE, LODGE 43, POLICE SERGEANTS; WHICH AGREEMENT IS FOR THE PERIOD OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2021; PROVIDING FOR AN EFFECTIVE DATE.

---

**WHEREAS,** the City desires to promote harmonious relations between the City and its employees; and

**WHEREAS,** the City desires to establish an orderly and peaceful procedure to settle differences which might arise; and

**WHEREAS,** the City desires to set forth the basic and full Agreement between the City and the Fraternal Order Of Police, Lodge 43, concerning wages, hours, and other terms and conditions of employment for all employees in the bargaining unit.

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PINELLAS PARK, PINELLAS COUNTY, FLORIDA, AS FOLLOWS:**

**SECTION ONE:** That the proposed Agreement, effective October 1, 2018, through September 30, 2021, between the City of Pinellas Park, Florida and the Fraternal Order Of Police, Lodge 43, attached as EXHIBIT "A" and made a part hereof by this reference, is hereby approved.

**SECTION TWO:** That the provisions of the attached Agreement shall be effective October 1, 2018; providing for an increase in the hourly rate of pay by ten dollars for Secondary Employment

(Off Duty Details) occurring on a Holiday and at the Last Minute; providing for a wage increase in accordance with Appendices A-1, A-2, and A-3 for eligible employees for each year of the Agreement; providing for a lump sum longevity payout for each employee who is at the top of the step plan for the second and third year of the Agreement; providing for a maximum debit or credit of one percent on the accumulated value of the DROP earnings each quarter; and providing for changes to other employee rules, policies, compensation, and terms and conditions of employment.

**SECTION THREE:** That this Resolution shall be in full force and effect immediately after its adoption and approval in the manner provided by law.

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018

AYES:

NAYES:

ABSENT:

ABSTAIN:

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018

\_\_\_\_\_  
Sandra L. Bradbury  
MAYOR

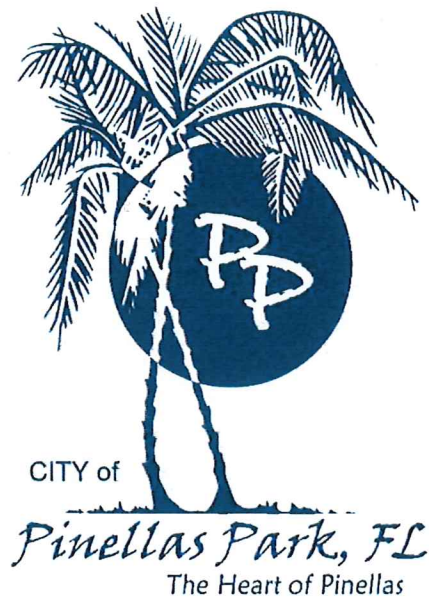
ATTEST:

\_\_\_\_\_  
Diane M. Corna, MMC  
CITY CLERK

**FOP – Sergeants  
Collective Bargaining Agreement  
Summary of Proposed Major Changes Effective October 1, 2018**

Article #	Major Changes
14 Work Period and Overtime	Increases the hourly rate of pay by \$10 for Secondary Employment (Off Duty Details) occurring on a Holiday and at the Last Minute (72 hours or less).  Moved language for Call Back and Standby Pay to Article 15.
15 Pay Plan	<p><u>YR (1)</u> Grade 400—the pay plan shall change from a 13 step letter plan to a 10 step numerical plan. Due to a compensation lag, the hourly rate at step one shall move from \$29.3704 to \$33.9195. Each Sergeant shall be placed or remain in the step set forth.</p> <p><u>YR (2)</u> Grade 400—two percent general wage increase. Employees move to the next higher step of their pay grade. Provides for a two and one-half percent lump sum payout for employees at the top step of the pay grade.</p> <p><u>YR (3)</u> Grade 400—two percent general wage increase. Employees move to the next higher step of their pay grade. Provides for a two and one-half percent lump sum payout for employees at the top step of the pay grade.</p> <p>Increases specialized assignment pay to \$2,400 annually.</p> <p>Clarifies the language for Call Back and Standby Pay</p>
16 Holidays, Vacation, and Other time Off	Clarifies vacation accrual and usage timing.
18 Pension	Increases the maximum debit or credit from .75 percent to one percent net return, per quarter on DROP earnings.
19 Insurance	Increases the contributions toward employee and family health insurance to rates currently in effect. The HR Department will explore the feasibility of establishing a Flexible Spending Account (FSA). Tasks the HR Department and the Police Department's wellness committee representative(s) to explore opportunities to establish a physical fitness program.
31 Duration	This is a three (3) year Agreement.

# Appendix A



## AGREEMENT

Between

THE CITY OF PINELLAS PARK, FLORIDA

and the

FRATERNAL ORDER OF POLICE  
(FOP LODGE 43)

*Police Sergeants*

Effective Dates

OCTOBER 1, ~~2015~~ 2018 TO SEPTEMBER 30, ~~2018~~ 2021

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## **ARTICLE 1. PREAMBLE**

This Agreement is entered into by the City of Pinellas Park, Florida, hereinafter referred to as the "City" or "employer," and the Fraternal Order of Police, Lodge 43, hereinafter referred to as "FOP" or "union," for the purpose of promoting harmonious relations between the City and the employees represented by the FOP to establish an orderly and peaceful procedure, to settle differences which might arise, and to set forth the basic and full Agreement between the parties concerning wages, hours, and terms and conditions of employment.

## **ARTICLE 2. RECOGNITION**

### **Section 1. FOP as Sole Representative**

The City hereby recognizes the Fraternal Order of Police, Lodge 43 as the exclusive bargaining agent for the purpose of presenting proposals relative to salaries and other conditions of employment for all employees certified by Florida Public Employees Relations Commission (P.E.R.C.) under Certification Number 1339, relating to Police Sergeants only.

### **Section 2. Composition of the Bargaining Unit**

The City and the FOP recognize all City employees in the classification of Police Sergeants as being members of the bargaining unit covered by this labor agreement. All other employees are excluded from this agreement.

## **ARTICLE 3. MANAGEMENT RIGHTS**

### **Section 1. Retention of Rights**

Except as expressly limited by any provision of this Agreement, the City reserves and retains exclusively all of its normal and inherent rights with respect to the management of its operations, whether exercised or not, including, but not limited to, its right to determine, and from time to time re-determine, the number, location, and type of its various operations, functions and services, the methods, procedures and policies to be employed; to discontinue the conduct of any operations, function or service, in whole or in part; to transfer its operations, functions or services from or to, either in whole or in part, any of its departments or other divisions; to select and direct the working force in accordance with requirements determined by the City; to create, modify or discontinue jobs; to establish and change working rules and regulations; to create new job classifications; to establish and change work schedules and assignments; to transfer or promote employees; to lay off, furlough, demote or otherwise relieve employees from lack of work, lack of funds, or other legitimate reason; to suspend, discharge, demote or otherwise discipline employees for just cause; to subcontract; and to alter or vary past practices and otherwise to take such measures as the City may determine to be necessary to the orderly and efficient operation of its various operations, functions and services.

### **Section 2. Civil Emergencies**

If in the sole discretion of the City Manager it is determined that civil emergency conditions exist, including riots, civil disorders, hurricane conditions, similar catastrophes or disorders, or public employee strikes, the provisions of this Agreement may be suspended by the City Manager during the time of the declared emergency, provided that wage rates, overtime and other monetary benefits shall not be suspended and provided further that any disciplinary action taken during such declared emergency shall be grievable at the end of the declared emergency.

### **Section 3. Right to Grieve not Precluded**

It is understood by the parties that every incidental duty with operations enumerated in job descriptions is not always specifically described and employees, at the direction of the City, may be required to perform duties not within their job descriptions, but within the realm of law enforcement.

## **ARTICLE 4. MAINTENANCE OF CONDITIONS**

### **Section 1. Prevailing Rights**

All City Rules and Regulations, and Police Department policies and directives in effect on the effective date of this Agreement shall be deemed reasonable and shall remain in effect until modified, replaced, or rescinded by the City or the Police Department. In the event of a conflict between City or Department rule, regulation, directive or policy and this Agreement, this Agreement shall take precedence.

All rights, privileges and working conditions enjoyed by the employees at the present time, which are not included in this Agreement, will be presumed to be reasonable and proper, and will not be changed arbitrarily or capriciously.

### **Section 2. Waiver and Estoppel**

The failure of either party to this Agreement to exercise any right or power retained by it pursuant to any federal, state, local law, charter or ordinance will not constitute or be deemed a waiver or estoppel of either party's right to exercise such right in the future, unless that exercise would be in direct conflict with any express provision of this contract.

## **ARTICLE 5. FOP REPRESENTATION**

### **Section 1. Bargaining Representatives**

- A. Neither party, in negotiations, shall have any control over the selection of the negotiation or bargaining representatives of the other party. The FOP will furnish the City with a written list of the FOP's Bargaining Committee, prior to the first bargaining meeting, and substitution changes thereto, if necessary.
- B. The FOP shall furnish to the City, in writing, the name of the person designated to be the official contact for the sergeants of the department. There shall also be one person designated by the FOP as an alternate to serve in the absence of the primary designee or in case the primary designee is unable to serve.

### **Section 2. On Duty Participation**

The City and the FOP agree that, for the purpose of collective bargaining, the maximum number of FOP representatives participating on-duty at any one time is one (1) from each division within the Police Department (or a total of two {2} persons) and will be consistent with existing minimum shift staffing levels.

### **Section 3. FOP Communications**

The City employees who are designated FOP representatives shall be allowed to communicate official FOP business to members prior to roll call or following roll call. Prior approval regarding the proposed subject matter and time limitations must be received in advance from the Chief of Police, or his or her designee.

### **Section 4. Matters Affecting FOP**

Copies of special orders, general orders or training bulletins affecting FOP members shall be made available to the FOP upon request.

### **Section 5. Attendance at Department Conferences**

Special conferences on important matters may be arranged between the officers of the FOP and the Administrative head of the Department of Police or his or her designated representative. Special conferences may be called by department management to notify the officers of the FOP of anticipated major changes in working conditions. Matters taken up in special conferences shall be confined to those included in an agenda and FOP representatives shall be limited to no more than four (4) at any one conference.

## Section 6. FOP Solicitation

Solicitation of any and all kinds by the FOP, including solicitation of membership and collection of FOP monies, shall not be engaged in during working hours. Further, the FOP and the City agree to comply with all provisions of State Law relative to collective bargaining and the conduct of FOP activities and City business.



## **ARTICLE 6. FOP BUSINESS**

FOP members, up to a maximum of one (1) in any one instance, shall be granted time off, with pay and no loss of benefits, to attend State, County or Regional Conferences and Annual Meetings. Requests for permission to attend other official union meetings may be made to the Chief of Police or designee. Approval will not be unreasonably withheld. However, in no instance shall such a request be approved if approval will result in a requirement to pay overtime.

## **ARTICLE 7. BULLETIN BOARDS**

### **Section 1. Use of Bulletin Boards**

The Police Chief shall designate, after consulting with the FOP representative, reasonable space for the installation of two commercial quality bulletin boards. These bulletin boards shall be provided and maintained at FOP expense.

### **Section 2. Police Chief Approval**

Prior to posting, the FOP representative will sign any notice to be posted and a copy will be submitted to the Chief of Police. The Police Chief or a designee may remove any material found on the FOP bulletin boards that is not on file with the Chief of Police.

### **Section 3. Cost of Materials**

All costs incident to preparing and posting of FOP materials will be borne by the FOP. The FOP is responsible for posting and removing material on its bulletin boards and for maintaining such bulletin boards in an orderly condition.

### **Section 4. Electronic Access**

The two City employees who are designated as FOP representatives shall have reasonable access to use electronic mail within the department for the purposes of sending notices of social events, meetings, FOP event calendars and the like. All such email notices shall be approved in writing by the Police Chief in advance of posting. The Chief's decision to withhold approval shall be final and shall not be subject to the grievance procedure. FOP email postings must comply with all applicable City policies, practices, rules and regulations. The FOP is expressly prohibited from sending any information relating to political campaigns.

## ARTICLE 8. DISTRIBUTION OF THE AGREEMENT

### Section 1. Copies for FOP

The City shall make this agreement available, either in electronic and/or hard copy format, to the FOP for distribution to members of the bargaining unit. Additionally, the City shall provide four copies to the FOP for administrative purposes and for posting on bulletin boards.

### Section 2. New Employees

The City shall make this agreement available, either in electronic and/or hard copy format, to newly promoted sergeants.

## ARTICLE 9. CHECKOFF

### Section 1. Eligibility

Employees who elect to participate in the dues payroll deduction program may continue to do so as long as the FOP remains the certified bargaining agent for the employees in this bargaining unit.

### Section 2. Authorization

Employees covered by this Agreement may authorize, on the prescribed form, the deduction of FOP dues and uniform assessments mutually agreed to by the City and the FOP. The payroll deduction shall be revocable by the employee notifying the City in writing on a prescribed form. The FOP shall be notified of any revocation.

### Section 3. Notification

The FOP will initially notify the City as to the amount of dues. Such notification will be certified in writing over the signature of an authorized officer of the FOP. Changes in FOP membership dues will be similarly certified to the City, and shall be done at least one month in advance of the effective date of such change.

### Section 4. Deduction and Payment

- A. Deductions from employee pay are withheld in descending order of priority with FOP dues occupying the position of least priority. In the event an employee's pay entitlements for a pay period are insufficient to cover FOP dues, collection will be a matter between the employee and the FOP.
- B. Dues shall be deducted bi-weekly, and the funds shall be remitted to the Treasurer of the FOP within thirty (30) days.
- C. Within 30 days of discovery the FOP shall remit to the City any funds paid in excess of the amounts authorized by members of the bargaining unit in accordance with this Article.
- D. The City shall bill the FOP quarterly for the cost of this service at the rate of \$15.00 per month. With the quarterly bill the City shall provide a listing of employees from whose pay dues were deducted. Payment by the FOP is due 30 days from the billing date.
- E. The City may at its discretion provide additional accounting services related to dues deduction at the request of the FOP provided that mutually agreed upon payment for any such service is made in advance.

## Section 5. Indemnification

The FOP shall indemnify, defend, and hold the City, its officers, officials, agents and employees harmless against any claims, demands suits or liabilities and for all legal costs arising out of the collection of dues pursuant to this agreement.

## **ARTICLE 10. NON-DISCRIMINATION**

### **Section 1. FOP Membership**

Neither the City nor the FOP will discriminate against any employee covered by this Agreement because of membership or non-membership in the Fraternal Order of Police, Lodge 43.

### **Section 2. Protected Employee Categories**

Neither the City nor the FOP will discriminate against any employee covered by the Agreement because of race, color, sex, age, national origin, religion, marital status, disability or any other employee category protected by Florida or Federal statute.

- A. If an employee feels that a violation has occurred involving discrimination as prohibited by a Florida or Federal Statute, the employee may seek a remedy as provided by law, and the matter shall not be grievable under this agreement.
- B. Should an employee feel that they have been discriminated against due to their membership or lack of membership in the Fraternal Order of Police, then a remedy may be sought through the grievance procedure as outlined in this agreement or through action as provided for in Chapter 447 of the Florida Statutes.

### **Section 3. Reporting of Incidents**

Employees are encouraged to report violations, or alleged violations, of this Article to the immediate supervisor, division director, Chief of Police, Human Resources Department or the City Manager. While complaint resolution is usually most effective when accomplished by the employee and the immediate supervisor, the selection of a reporting channel for matters under this Article is at the employee's discretion.

## ARTICLE 11. PROHIBITION OF STRIKES

### Section 1. Strike Definition

"Strike" means the concerted failure to report for duty, the concerted absence of employees from their positions, the concerted stoppage of work, the concerted submission of resignations, the concerted abstinence in whole or in part of any group of employees from the full and faithful performance of their duties of employment with the City of Pinellas Park, the Employer, for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment or the rights, privileges, or obligations of their employment or participating in a deliberate and concerted course of conduct which adversely affects the services of the employer, the concerted failure to report for work after the expiration of a collective bargaining agreement and picketing in furtherance of a work stoppage.

### Section 2. Strikes Prohibited

Employees covered by this Agreement, the FOP or its officers, agents and representatives, agree that Chapter 447.505, of Florida Statute prohibits them individually or collectively as public employees or the FOP from participation in a strike against the City of Pinellas Park, the Employer, by instigating or supporting in any manner, a strike. Any violation of this section shall subject the violator(s) to the penalties as provided by law and rules and regulations of the Employer.

### Section 3. Other Employee Activities

Employees covered by this Agreement and the FOP, its officers, agents and representatives agree that they will not engage in any "strike" or "picketing" activities except as provided by law, against the City of Pinellas Park, the Employer.

### Section 4. Rights Reserved

The City, the FOP and members of the bargaining unit have all rights provided for in law unless otherwise specifically amended by this Agreement.

### Section 5. Penalties

Any employee covered by this Agreement who participates in, is a party thereto, or promotes any of the above actions as outlined in Sections 1, 2, or 3, or other similar forms of interference with the operations and/or functions of the Employer shall be subject to disciplinary action up to and including discharge. Employees shall not be entitled to any benefits or wages whatsoever while they are engaged in any strike activities, or other interruptions of work.

## **ARTICLE 12. INDEMNIFICATION**

### **Section 1. Suits Against Members**

The City of Pinellas Park shall defend members of the bargaining unit against civil and criminal prosecution in accordance with Florida Statutes and sections 2-1101 and 2-1401 of the City Code of Ordinances as these laws may be amended from time to time.

### **Section 2. Employee Notification**

In all suits wherein a member covered by this Agreement is named as a defendant he or she shall be, as soon as possible, advised and shall be served with all documents concerning the actions of the suit as it progresses. He or she shall be advised of all motions made by parties named in the suit and shall as soon as possible be advised of all hearings before any and all courts concerning any actions to be taken and shall be allowed to attend any and all hearings without loss of pay or benefits.

### **Section 3. Joinder by FOP**

The City shall not object to the FOP joining in any suit filed on behalf of the employees arising from suits covered in Section 1.



## ARTICLE 13. GRIEVANCE PROCEDURE

### Section 1. Definition

A grievance shall be defined as a complaint of alleged violation concerning wages, rates of pay, and other terms and conditions of employment covered by this Agreement.

### Section 2. Mutual Objectives

In a mutual effort to provide harmonious working relations between the parties to this Agreement, it is agreed to and understood by both parties that there shall be a procedure in this department for the resolution of grievances of misunderstandings between the parties arising from the application or interpretation of this Agreement.

### Section 3. Employee Submission

An employee covered by this Agreement shall present his or her complaint within seven (7) working days of the day on which the complaint arose in the following manner. For purposes of this Article, "working days" shall mean Monday through Friday, exclusive of holidays.

### Section 4. Grievance Process

A grievance may be submitted under this procedure by one or more aggrieved employees, or by the FOP as a general or class grievance. A class grievance shall be initially submitted at Step 2.

#### **Step 1.**

- A. An employee may discuss his or her complaint orally with the first management representative in the chain of command with or without the presence of a FOP representative. The management representative shall attempt to adjust the complaint at the lowest level possible.
- B. If the complaint is not resolved, a grievance may be submitted, on the form shown at Appendix B, by the aggrieved employee and/or the FOP representative to the management representative. The written grievance shall set forth the following:
  - 1. A statement of the grievance and the facts upon which it is based;
  - 2. The alleged violation of this Agreement;

3. The remedy or adjustment requested;
4. The signature of the aggrieved employee.
5. The management representative will discuss the grievance with the aggrieved employee and/or the FOP representative, and give his or her answer, in writing, on the grievance form, within seven (7) working days.

Grievances that do not include the elements outlined above will be hand delivered to the employee who shall have one full workday to complete the form.

### **Step 2.**

If the complaint is not resolved, the aggrieved employee and/or the FOP representative may appeal the grievance to the Police Chief within seven (7) working days from the date the immediate supervisor signed the grievance form for the Step A answer. A meeting between the Police Chief and the aggrieved employee and/or FOP representative shall be held within seven (7) working days after referral to the Police Chief. If the complaint is not resolved at this meeting, the Police Chief shall give his or her written answer on the grievance form within seven (7) working days after the meeting.

### **Step 3.**

If the complaint is not resolved, as provided in Step 2, the aggrieved employee and/or FOP representative, within seven (7) working days, may appeal the grievance to the City Manager or his or her designee. The City Manager or his or her designee shall schedule a meeting with the aggrieved employee and/or FOP representative within seven working days. A written answer on the grievance form from the City Manager or his or her designee shall be given within seven (7) working days after the meeting.

### **Step 4.**

- A. If the employee grievance is not resolved at Step Three, the aggrieved employee may, with or without FOP assistance, within seven (7) working days after receipt of the Step Three written response submit a written request for arbitration to the City Manager.
- B. In general and/or class grievances, the FOP or the City Manager may request in writing to take the issue or grievance to arbitration.
- C. If the parties fail to mutually agree upon an arbitrator, within fourteen (14) working days after the date of receipt of the arbitrator request, a list of

seven qualified neutrals shall be requested from the Federal Mediation Conciliation Service (FMCS) by the moving party. Within seven (7) working days after receipt of the list, the parties shall meet and alternately cross out names on the list, and the remaining name will be the arbitrator. A coin shall be tossed to determine who shall cross out the first name.

- D. The hearing on the grievance shall be informal and the rules of evidence shall not apply.
- E. The arbitrator shall not have the power to add to, subtract from, modify, or alter the terms of this Agreement in arriving at a decision of the issue or issues presented, and shall confine his or her decision solely to the interpretation or application of this Agreement. The arbitrator shall not have authority to determine any issues not submitted to him or her.
- F. The decision of the arbitrator shall be final and binding upon the aggrieved employee and/or the FOP, and the Employer, insofar as it complies with subparagraph E. above.
- G. The arbitrator's fee and expenses shall be borne equally by all parties to the arbitration. Travel expenses shall only be paid from the closest business address.
- H. Attendance at any arbitration procedure and the compensation of participants or witnesses shall be the responsibility of the party requesting the participants or the witnesses.
- I. The arbitrator shall be requested to render his or her decision as quickly as possible, but not later than thirty calendar days after the hearing unless additional time is granted for the parties to submit transcripts and/or briefs, in which case the decision shall be rendered within fifteen (15) days of such submissions.
- J. Upon receipt of the arbitrator's award, corrective action, if any, shall be implemented as soon as possible, but in any event not later than fifteen calendar days after receipt of the arbitrator's decision. If either party appeals the decision to a court of competent jurisdiction, implementation shall be stayed for period not to exceed sixty calendar days from the arbitrator's decision. The parties agree that any appeal from arbitration shall be filed within twenty (20) calendar days of the date of the arbitration decision. In the event the City appeals any decision concerning the discharge of an employee, liability for back pay and benefits purposes shall run from the date of the arbitrator's decision unless otherwise ordered by the arbitrator or the Court.
- K. Either party to this Agreement desiring transcripts of the arbitration hearing shall be responsible for the cost of such transcripts.

## Section 5. On Duty Time for Grievance Resolution

An employee having a complaint shall have the right to take the complaint up with his or her FOP representative during working hours.

## Section 6. Extension of Time Limits

The time limits established in this article may be extended by mutual consent. A grievance not appealed in writing to the next step, as provided in this Article, shall be considered abandoned. A grievance not answered within the time limits as provided for the appropriate management representative at each step shall entitle the grieving party to advance the grievance to the next step.

## Section 7. No Loss of Benefits

Time spent by FOP representatives on their duty days in discussing and processing grievances, as provided in this Article, shall not result in a loss of earnings or benefits.

## Section 8. Grievances Involving Discharge

Any grievance involving the discharge of an employee shall be initiated at Step 3 of the grievance procedure within seven (7) working days of the date of discharge.

## Section 9. Grievances Involving Drug Testing

Any grievance involving reasonable suspicion for drug testing under Article 22 shall be initiated at step 3 of the grievance procedure within seven (7) working days of the date of the test.

## Section 10. Grievances Involving Performance Evaluations

The City's employee performance evaluation processes, inclusive of any and all components whatsoever, as well as any resultant comments, scores or ratings are not subject to the grievance process.

## Section 11. Individual Rights

Nothing in this Article shall be construed to prevent an employee from presenting his or her own grievance and having such grievance adjusted without the intervention of the FOP, provided that the adjustment is consistent with this Agreement and provided the FOP has had a reasonable opportunity to be present at any meeting called to resolve the grievance. Adjustment of grievances shall not be construed as a waiver of rights by the FOP or the City.

## ARTICLE 14. WORK PERIOD AND HOURS OF WORK

### Section 1. Work Period

- A. Departmental management will establish the basic work period and hours of work best suited to meet the needs of the department, and provide superior service to the community.
- B. The basic work period for employees assigned to twelve-hour shifts will be fourteen (14) consecutive calendar days. The 14 day work period shall begin on Wednesday at 12:01 a.m. and end at 12:00 midnight on the second Tuesday. Pursuant to Section 7(k) of the Fair Labor Standards Act the overtime compensation rate shall be for each hour worked in excess of eighty-four (84) hours in the 14 day work period.
- C. For all other employees not assigned to twelve-hour shifts, the basic work period shall consist of seven (7) consecutive calendar days beginning on Wednesday at 12:01 a.m. and ending at 12:00 midnight the following Tuesday. The overtime compensation rate shall be for each hour worked in excess of forty (40) hours in the 7 day work period.

### Section 2. Overtime

- A. Only hours actually worked in a work period shall be counted in the calculation of entitlement to overtime. Overtime shall be paid at one and one-half times the employee's regular rate of pay as defined by the Fair Labor Standards Act (FLSA).
- B. Personal days, holidays and vacation shall not be counted as hours worked for the purpose of computing overtime.
- C. In the event of a civil emergency, declared by the City Manager as set forth in Section 2, Article 3 of this Agreement, all hours worked outside an employee's assigned schedule shall be compensated at the overtime rate.
- D. No other un-worked hours, paid or unpaid, shall be included in the computation.
- E. The City will maintain overtime records, and will make such information available to the FOP on request.

### ~~Section 3. Call Back~~ Move Standby and Call Back to Article 15. Section 12

- ~~A. Call back is when an employee is called to return to duty after that employee has completed his or her assigned shift and has left the building.~~

- ~~B. Employees required to work over or who are called in at the beginning of their assigned shift shall not receive call back pay. Advance overtime scheduling, special events, or special details shall not be held to be call back duty.~~
- ~~C. Employees called back to work shall be paid for the actual time worked, with a minimum guarantee of three (3) hours of work. For pay purposes, actual time starts at the time of notice and ends when the sergeant returns home.~~

#### Section 4: 3. Off Duty Response

When a sergeant, while off duty, responds to a criminal act as required by statute, the sergeant shall be considered on duty. The sergeant's entitlement to pay will be determined by the Chief of Police based upon the particular circumstances of the case.

#### Section 5: ~~Standby~~ Move Standby and Call Back to Article 15. Section 12

- ~~A. In order to provide coverage for services during off duty hours, it may be necessary to assign and schedule certain employees to standby duty. A standby duty assignment is made by the Chief when he or she requires an employee to be available for work due to an urgent situation on his or her off duty time, which may include nights, weekends or holidays.~~
- ~~B. Employees assigned to standby duty by department management shall be paid standby pay for a minimum of three hours of work. Pay shall be at the employee's normal rate of pay unless the overtime provisions of Article 15 apply.~~
- ~~C. Employees while on standby duty when called to work will, in addition to the standby pay of three (3) hours worked, be paid for the actual time worked with a minimum guarantee of one (1) hour's pay for each call to work. For pay purposes actual time worked starts at the time of notice and ends when he or she returns home.~~
- ~~D. In the event any employee who is on standby duty fails to respond to a call to work, he or she may be subject to disciplinary measures.~~

#### Section 6: 4. Exchange of Duty

Prior to the start of any scheduled duty time, all members shall have the right to exchange on-duty time, subject to the approval of the appropriate supervisors, who shall not arbitrarily withhold authorization for same. Upon the exchange of duty, all members actually on-duty shall not suffer any loss of benefits covered by this agreement.

## Section 7- 5. Staff and Administrative Meetings

Employees who are required to attend meetings, during their off-duty time, at the direction of the Police Chief or by department policy shall be paid for a minimum of two hours of work. Pay shall be at the base hourly wage unless the total number of hours worked exceeds 40 or 84 hours as defined in Section 1 above during the respective work period.

## Section 8- 6. Secondary Employment

~~As of October 1, 2009 new procedures concerning secondary employment of Police Sergeants shall be instituted by the City.~~ Police Sergeants who perform secondary employment duties shall be paid initially at a flat rate of \$43 per hour. Duties occurring on a Holiday and Last Minute secondary employment duties shall be paid an additional \$10 per hour with such rates to be adjusted periodically as outlined below. These hours shall not be counted in the computation of overtime.

The following additional measures apply:

- A. Assignment to secondary employment is voluntary. However, an officer who volunteers for an assignment and fails to perform the duty, without sufficient prior notice, may be suspended by the Police Chief from future assignments for up to 90 days.
- B. The City, in its sole discretion, may terminate any or all agreements with ~~third parties~~ secondary employers if there are insufficient volunteers to cover service requirements or if such agreements are no longer consistent with normal Police Department operations.
- C. The secondary employment program shall not be administered in such a manner so as to result in a financial loss to the City. All administrative, insurance, vehicle and any other costs shall be incorporated into the rate setting process for this program.
- D. It is agreed between the parties that hours worked under such secondary employment policy are not considered to be compensation for services rendered to the City, and thus shall not be included in the definition of Annual Compensation for purposes of the accrual of pension benefits.
- E. The secondary employment rates charged to employers and the hourly rate of pay provided to police employees shall be subject to amendment by the City periodically (but not less than annually) in order to insure that program does not result in a financial loss to the City.

- F. The City shall notify the FOP prior to any change in the rate charged to secondary employers and allow a comment period of no less than 30 days prior to implementation.
- G. The definition of Holiday, as used in this Section, shall be defined as those Holidays specified in Article 16, Section 1.
- H. The definition of Last Minute shall be those duties in which a secondary employer has called the Police Department for service within 72 hours or less of the actual detail date and time.

#### Section 9- 7. Compensatory Time

Members of the bargaining unit who are otherwise qualified for overtime pay, as set forth in Section 2 of this Article, may request conversion of overtime hours to compensatory time off, subject to the following limitations:

- A. Overtime hours may be converted to compensatory time at the rate of one and one half hours of compensatory time for each hour of overtime.
- B. The accrued balance of compensatory time shall not exceed eighty (80) hours. An employee may not accrue more compensatory time than he or she can reasonably use during the fiscal year.
- C. An employee must request conversion of overtime to compensatory time prior to the end of the work period. Once an employee receives payment for overtime, those hours may not be converted.
- D. The Police Chief shall have the sole discretion to approve the conversion of overtime to compensatory time, or approve the payment of overtime, depending on the staffing needs of the department.
- E. Accrued compensatory time above 30 hours remaining on September 30<sup>th</sup> of each year the last day of the pay period, immediately prior to the pay period which includes October 1<sup>st</sup> shall be paid out at the employee's regular rate of pay.
- F. An employee who has accrued compensatory hours may request a payout of these hours at his or her regular rate of pay prior to the last day of the pay period, immediately prior to the pay period which includes October 1<sup>st</sup> September 30<sup>th</sup> of each year. Such requests shall not be unreasonably denied.
- G. Scheduling of compensatory time off shall be the same as for vacation and Personal Days. An employee shall be permitted to use compensatory time off within a reasonable period of time after making such a request, provided that such use does not unduly disrupt the operations of the



Department. Compensatory hours taken as time off shall not be included toward the calculation of the entitlement to overtime.

- H. The following hours shall not be converted to compensatory time:
  - 1. Hours worked for a third party employer under Section 8 6 of this Article.
  - 2. Hours worked outside an employee's normal shift during a declared civil emergency as set forth in Section 2, Article 3, and Section 2 of this Article.
- I. Accrued compensatory time shall be paid out at the employee's regular rate of pay upon the employee's termination from employment, or on the date prior to the employee's promotion to a position which is exempt from the overtime provisions of the Fair Labor Standards Act.

Section 40- 8. Daylight Savings Time

The following schedule adjustments shall occur on the date of the time change to or from Daylight Savings Time in the Spring and Fall of each year:

- A. In the Spring of the year, if the assigned shift ends at 0300 or later, the Sergeant will report to work one hour earlier than usual.
- B. In the Fall of the year, if the assigned shift ends at 0300 or later, the Sergeant will report to work one hour later than usual.

## ARTICLE 15. PAY PLAN

### Section 1. Wage Policy

- A. Employees shall be paid wages in accordance with the pay plan set forth in Appendix A-1 of this Agreement, which shall be effective on the first day of the pay period that includes October 1, ~~2015~~ 2018 or the first day of the pay period that immediately follows the date this Agreement is ratified by City Council, whichever is later.
- B. Any increase in pay set forth in this Article shall not continue as a *status quo benefit* after the expiration of this contract except that employees shall retain their then current pay.

### Section 2. Step Pay Plan

- A. The minimum pay for any employee is the hourly rate designated for Step A 1 for his or her grade as set forth in Appendices A-1, A-2, and A-3. There shall be a 2.5% difference between each step of the pay plan. Police Sergeant classification, grade 400, shall change from a thirteen (13) step letter plan to a ten (10) step numerical plan.
- B. Effective with the first day of the pay period that includes October 1, ~~2015~~ 2018, or the first day of the pay period that immediately follows the date this Agreement is ratified by City Council, whichever is later, each employee shall remain or be placed in the step set forth in Appendix A-1.  
(a). ~~These hourly rates of pay correlate with the steps in Appendix A-1, which are the hourly rates in effect for September 30, 2015~~
- C. Step increases will be payable in years two (2) and three (3) of this Agreement, as outlined in Section 3.

### Section 3. Wages for Years Two (2) and Three (3)

- A. In year two (2) of this Agreement (*effective with the first day of the pay period that includes October 1, ~~2019~~ 2016*) the hourly wage rates set forth in Appendix A-2 represent a 2% ~~4.5%~~ general wage increase at Step 1 A over the rates in effect for the payroll period prior to September 30, 2016 ~~2019~~ with 2.5% between steps, rounded to four decimal places and adjusted to maintain the internal integrity of the pay plan.
  - 1. Each bargaining unit member shall be moved to the next higher step as set forth in Appendix A-2 and receive a corresponding increase in his/her hourly wage rate.

2. Members who are then-currently already at the top step of the pay plan shall receive a lump sum payout of 2.5% of their base hourly wage which was in effect as of the last day of the then previous payroll period.
- B. In year three (3) of this Agreement (*effective with the first day of the pay period that includes October 1, ~~2020~~ 2017*) the hourly wage rates set forth in Appendix A-3 represent a 2 4.5% general wage increase at Step 1 A over the rates in effect for the payroll period prior to September 30, ~~2017~~ 2020 with 2.5% between steps, rounded to four decimal places and adjusted to maintain the internal integrity of the pay plan.
1. Each bargaining unit member shall be moved to the next higher step as set forth in Appendix A-3 and receive a corresponding increase in his/her hourly wage rate.
  2. Members who are then-currently already at the top step of the pay plan shall receive a lump sum payout of 2.5% of their base hourly wage which was in effect as of the last day of the then previous payroll period.

#### Section 4. Clothing Allowance

- A. Sergeants permanently assigned to Plain Clothes Duty shall receive a supplemental clothing purchase allowance of six hundred dollars (\$600.00) payable in advance annually. All allowances payable under this section shall be subject to normal withholding and shall be paid in the pay period that includes October 10<sup>th</sup> of the relevant contract year.
- B. Any sergeant assigned to or reassigned from and/or terminated after October 10<sup>th</sup> of the relevant contract year shall have their annual clothing allowance prorated. Except for a sergeant who is reassigned due to no fault or decision of his/her own, or a sergeant who is promoted, any prorated amount owed the City by reassignment, shall be reimbursed to the City via payroll deductions over a time not to exceed four consecutive payroll periods. Any amount owed to the City due to the termination of an employee will be withheld from the employee's final paycheck.

#### Section 5. Shift Pay

All members who are permanently assigned to a work shift beginning after 12 noon shall be paid a differential equal to 5% of salary. All members permanently assigned to a shift beginning after 5:00 PM shall be paid a differential equal to 10% of their salaries. For purposes of this section, "permanently assigned" shall mean assignment to a shift for 28 consecutive calendar days or more. Shift differential will not be paid to any employee undergoing FTO training. No

employee shall be entitled to receive shift differential while not actually assigned and working on the shift in question.

## Section 6. Line of Duty Judicial Matters

Whenever an officer is subpoenaed, or otherwise directed, to appear for any judicial matter (invest, deposition, court testimony, etc.), he or she shall be compensated as set forth in this Section.

- A. An employee directed to appear while on duty, shall receive pay to which he or she is regularly entitled. When the employee on duty does so for only a portion of the regularly scheduled workday, he or she shall report to the on duty supervisor when excused or released from the judicial matter. The employee must provide the Police Chief with appropriate verification before compensation is approved under this Section.
- B. A Sergeant directed to appear at a time when he or she is not otherwise scheduled to work will place himself or herself on standby with the appropriate agency. It will be the Sergeant's responsibility to check on the status of the case no later than the day prior to the actual appearance date. If the Sergeant is still scheduled to appear, the Sergeant will be placed on standby and will be paid for two hours standby time. In the event the Sergeant actually appears, he or she will be paid two hours standby time and at least one hour of work for time spent in attendance. This paragraph refers solely to appearances for court testimony.
- C. The employee will keep any fees received for mileage expenses received by him or her in connection with the judicial matter.
- D. An employee who is scheduled to appear as set forth in this Section, but for any reason does not appear, shall notify his or her supervisor.
- E. When an employee is subpoenaed or otherwise required to appear at the State Attorney's office, Public Defender's office, a private attorney's office, or Driver License hearing in a criminal, traffic, or civil case arising from the employee's course of employment at a time outside of his or her scheduled work hours, the employee shall be paid a minimum of two hours, for each non-consecutive appearance or for the actual time worked whichever is greater. All such hours shall be paid at the employee's regular rate of pay and shall be counted as hours worked toward the computation of entitlement to overtime. Travel time to and from such appearances shall not be compensable. However, should one of the appearances listed above occur within the two hours immediately preceding or immediately following the employee's regular work shift, the employee shall be paid any overtime due for the workweek as if the employee's shift began at the beginning of the appearance or ended at the conclusion of the appearance, whichever the case may be.

## Section 7. Non-Line of Duty Judicial Matters

Employees attending a judicial matter that is not line of duty shall be compensated as set forth in this Section.

- A. An employee appearing at any non-line of duty judicial matter, voluntarily or otherwise, during his or her off duty time shall not be entitled to compensation.
- B. Employees subpoenaed, or otherwise directed to appear for a judicial matter, as a witness during his or her scheduled work hours shall be granted time off with pay for the period of the appearance. Travel and other expenses shall be borne by the employee.
- C. An employee who appears at a judicial matter either as the plaintiff or the defendant shall not be compensated for such appearance. Similarly, those employees whose appearance is voluntary shall not be compensated. Such employees may apply for vacation or personal days off, if accrued.

## Section 8. Specialized Assignment Pay

Employees assigned to specialized assignments (CIS Sergeant, Vice Sergeant, Services Sergeant, Records Sergeant, Community Redevelopment Policing Unit Sergeant (CRA), and Special Operations Sergeant) shall be provided biweekly, to one sergeant in each assignment, up to the amount of ~~\$2,000~~ \$2,400 annually in addition to their base hourly wages. The City Manager may extend this differential to other sworn personnel on assignment to specialized positions of at least 28 consecutive calendar days or more. No employee shall be entitled to receive the assignment pay differential described in this Section while not actually assigned and working in the capacity described.

## Section 9. Acting Pay

A Sergeant who serves in a higher supervisory pay grade shall be compensated for all hours worked in that capacity at a rate 5 percent above his or her normal hourly rate.

## Section 10. Loss or Damage to Personal Property

The City shall reimburse employees for the loss or damage to personal property listed below, provided that the loss or damage occurs in the line of duty. The Police Chief shall require proof of purchase and loss prior to approving reimbursement.

- A. Prescription eyeglasses, contact lenses and hearing aids; reimbursement shall be the actual replacement cost not to exceed \$250 per occurrence.
- B. Watches; reimbursement shall be the actual replacement cost not to exceed \$75 per occurrence.
- C. Sunglasses; reimbursement shall be the actual replacement cost not to exceed \$50 and no more than one time per fiscal year.

#### Section 11. Holiday Pay

Employees shall be entitled to 8 hours of Holiday Pay at their basic hourly rate, plus hourly incentive pays, for each of the observed holidays listed in Article 16 of this Agreement. Employees shall not receive pay for an un-worked Holiday which occurs while on an unpaid disciplinary suspension or while on an unpaid leave of absence.

#### Section 12. Call Back and Standby Pay

- ~~A. Call back is when an employee is called to return to duty after that employee has completed his/her assigned shift and has left the building.~~
- ~~B. Employees required to work over or who are called in at the beginning of their assigned shift shall not receive call back pay. Advance overtime scheduling, special events, or special details shall not be held to be call back duty.~~
- ~~C. Employees called back to work shall be paid for the actual time worked, with a minimum guarantee of three (3) hours of work. For pay purposes, actual time starts at the time of notice and ends when the officer returns home.~~
- ~~D. Employees who are placed on standby by the Police Chief shall be entitled to 3 hours of Standby Pay at his or her hourly rate of pay. In the event the employee is called to work, the entitlement to Standby Pay shall be converted to Call Back Pay as set forth in this Section. Under no circumstances shall an employee be entitled to both Standby Pay and Call Back Pay. This entitlement shall not apply to officers placed on standby as set forth in Section 6 of this Article.~~
- A. Any department employee who is called back at the conclusion of his/her assigned shift and who has already left their duty station, or while off duty any employee who is called out to respond to an incident or report for duty, shall be paid for the actual time worked with a minimum guarantee of three (3) hours of work.

1. For pay purposes, work time shall start when the employee is en route driving to the duty station and reaches the City limits, or as approved by the supervisor if a work related function is being performed while en route.
  2. Work time ends when the employee leaves their duty station and exits the City limits en route home, or as approved by the supervisor if a work related function is being performed while en route.
  3. If a duty station is outside the City limits (ie, hospital, etc.) work time shall begin when en route to the duty station and ends when en route home, as approved by the supervisor and in the spirit of paragraphs 1 and 2 above.
  4. Call Back Pay shall be paid at the rate of time and a half for all hours actually worked with a three (3) hour minimum.
- B. Employees required to work over, or who are called in at the beginning of their assigned shift, shall not receive Call Back Pay. Advance overtime scheduling, special events, or special details shall not be eligible for Call Back Pay.
- C. A standby duty assignment is made by the Chief, or his/her designee, when he or she requires an employee to be available to work due to an urgent situation on his or her off-duty time, which may include nights, weekends, or holidays.
- D. Employees who are placed on standby by the Police Chief, or his/her designee, shall be entitled to three (3) hours of Standby Pay at his or her hourly rate of pay. In the event the employee is called to work, the entitlement to Standby Pay shall be converted to Call Back Pay as set forth in this Section. Under no circumstances shall an employee be entitled to both Standby Pay and Call Back Pay. This entitlement shall not apply to officers placed on standby for Line of Duty Judicial Matters as set forth in this Article.
- E. Under no circumstances shall an employee be entitled to both Call Back Pay and Standby Pay (for example: a detective who was placed on standby and then was called in to work as a detective for two hours would receive one hour of Standby Pay and two hours actually worked of Call Back Pay at time and one-half).
- F. In the event any employee who is on standby duty fails to respond to a call to work, he or she may be subject to disciplinary measures.

### ~~Section 13. Signing Bonus~~

~~Effective on the first day of the payroll period immediately following the date on which this Agreement is ratified by City Council, each bargaining unit member shall receive a one-time pensionable payment in his or her regular paycheck of \$1,300.~~



## ARTICLE 16. HOLIDAYS, VACATION, AND OTHER TIME OFF

### Section 1. Holidays

The following legal holidays shall be observed by employees covered under this agreement. Each holiday shall be an eight-hour period and shall be observed on the date designated. Employees will be paid Holiday Pay in accordance with Article 15 of this Agreement.

- A. New Year's Day - January 1
- B. Martin Luther King's Birthday – Third Monday in January
- C. Memorial Day - May 30
- D. Independence Day - July 4
- E. Labor Day - First Monday in September
- F. Veteran's Day - November 11
- G. Thanksgiving Day – Fourth Thursday in November
- H. Day after Thanksgiving
- I. Christmas Eve - December 24
- J. Christmas Day - December 25
- K. Any other day that is designated as a legal holiday by the City Council.

### Section 2. Stored Holidays

Sergeants who are required to work on a holiday, or who have the holiday fall on their scheduled day off may, in lieu of receiving eight (8) hours of additional pay for the holiday, elect to store the extra eight (8) hours of pay for time not-worked. The stored hours can then be used as additional time off at a later date. This Section shall not apply to employees who are scheduled to work on a holiday but do not work on the holiday for any reason, or employees who only work a portion of their regularly scheduled hours on a holiday.

- A. Holiday time must only be stored in full 8 hour increments and the total amount of stored time shall not exceed a total of 40 hours.
- B. An employee must submit a request to store holiday hours prior to the end of the workweek in which the holiday occurs. Once the employee receives payment for the holiday the hours can no longer be stored.

- C. The Police Chief shall have the sole discretion to approve the storage of holiday time, or to require the payment of the holiday time, depending on the staffing needs of the department.
- D. Scheduling for the use of previously stored holiday hours shall be the same as for vacation and personal days. An employee shall be permitted to use stored time within a reasonable period of time after making such a request, provided that such use does not unduly disrupt the operations of the Department. Stored holiday hours taken as time off shall not be included toward the calculation of the entitlement to overtime.
- E. Stored but unused holiday time shall be paid out at the employee's then current straight time hourly rate of pay upon the employee's termination from employment, or on the date prior to the employee's promotion to a higher classification.

### Section 3. Personal Days

On the first day of the pay period which includes October 1<sup>st</sup> of each year, each employee will be entitled to, in addition to City Holidays, two (2) eight hour Personal Days annually. The Personal Day may be used at the discretion of the employee subject to the following provisions:

- A. Personal Days shall not accrue, that is, days not taken by the last day of the pay period, immediately prior to the pay period which includes October 1<sup>st</sup> September 30 of each year shall not be carried forward to the next year. Additionally, Personal Days shall not be subject to cash payout or conversion to annual or sick leave.
- B. Personal Days shall be paid at the rate of 8 hours at the employee's base pay rate.
- C. The use of a Personal Day shall be subject to the same scheduling procedures described for vacation in Section 4 of this Article.
- D. Employees hired after October 1<sup>st</sup> of each year shall be credited with Personal hours as follows:

<u>Hire Month</u>	<u>Personal Hours</u>
October through December	16
January through March	8
April through June	4
After June	0

#### Section 4. Annual Leave (Vacation Leave)

- A. The purpose of vacation time is to enable the employee to enjoy periodic rest from his or her regular job so that he or she may return to his or her work mentally and physically refreshed.
  - B. Vacation with pay shall be granted to all covered employees who have completed six (6) months of service.
  - C. Employees shall be paid for any unused vacation up to a maximum of 200 hours when they leave City employment.
  - D. Covered employees who have completed six months of service shall accrue annual vacation according to the tables below. Vacation shall accrue only for whole months and partial months of 15 days or more.
1. Accrual Rates:

**Vacation Hours Accrual Chart**

<b>Years Service</b>	<b>Monthly Accrual</b>	<b>Annual Accrual</b>
0 to 5	9.08	108.96
6	9.76	117.12
7	10.42	125.04
8	11.24	134.88
9	11.90	142.80
10 to 14	12.72	152.64
15 to 19	14.06	168.72
20 or more	16.06	192.72

2. An employee may accrue up to a maximum of 240 hours of unused vacation at any one time. During the payroll period in which vacation accruals are credited, all hours in excess of the maximum shall be liquidated. Since vacation time is accrued on the 15<sup>th</sup> of each month, for employees who are approaching the maximum

balance, time shall be scheduled off in accordance with the provisions of Section 4 and taken in the pay period prior to the pay period that includes the 15<sup>th</sup>. Hours used during the pay period which includes the 15<sup>th</sup> of the month will not reduce the balance before the new accrual is earned.

- E. When hired, an employee shall earn a full month's leave provided he or she started before the fifteenth (15<sup>th</sup>) of the month.
- F. All vacations must be scheduled in advance with the supervisor and approved by the Police Chief or designee. Preference will be given to employees with the greatest classification seniority; however, once approved by the supervisor, a junior sergeant's vacation will not be rescheduled. Vacation leave cannot be taken in any amount less than one (1) hour and in 15-minute increments thereafter.
- G. No employee shall be permitted to work at the Department during his or her vacation for additional pay.
- H. Employees becoming ill for three (3) days or more while on vacation may use sick time for such period of illness, provided a medical certificate to support such illness is presented to the Chief of Police or designee upon the employee's return to work. Upon the approval of the Chief of Police or designee, any lost vacation will be credited back to the employee's vacation leave account.
- I. Employees recalled from vacation due to operational requirements shall not be charged for vacation time not taken. However, an employee who is on an approved vacation or Personal Day may perform duties for a third party employer, as set forth in Section 6 8, Article 14 (Workweek and Hours of Work), provided the employee does not perform such work during hours when he or she would normally have been scheduled for duty with the Police Department.
- J. Vacation shall not accrue during any absence of thirty (30) days or more, whether paid or unpaid.

## Section 5. Jury Duty

Employees attending court for jury duty during their normal working hours shall receive full pay equal to their normal work schedule for the hours they attend in court. This time shall be charged as administrative leave with pay.

- A. Employees called for jury duty shall promptly notify their immediate supervisor so that arrangements can be made for their absence from work.

- B. Employees who are on jury duty for only a portion of a regular scheduled workday are expected to report to their supervisor when excused or released by the court.
- C. Time spent in court for jury duty is the actual time required to report, as scheduled in writing on the subpoena, until released by the judge or other officer of the court.
- D. Employees on jury duty while on scheduled vacation may be allowed to reinstate vacation hours served on jury duty if they provide satisfactory evidence of the time served on such duty to the Chief of Police or his or her designee.
- E. In the event a holiday occurs during the period of jury duty, the employee shall receive pay for such holiday as holiday pay.
- F. The employee shall provide the Chief of Police or his or her designee with proof of jury duty service before compensation is approved.
- G. Employees serving on jury duty will be granted administrative leave with pay and will be required to turn over to the City any monies received from the court except per diem and travel expenses.

## Section 6. Voting Time

An employee who is required to work during the entire period the voting polls are open will be granted adequate time off, with pay, in which to exercise his or her right to vote.

## Section 7. Bereavement and Funeral Leave

All regular full-time employees may be granted bereavement or funeral leave, as outlined below, upon the death of an immediate family member or relative as defined in this Section.

### Bereavement Leave:

- A. For the death of an immediate family member the employee shall be granted up to a total of forty (40) hours of paid bereavement leave, whether the death occurred in-state or out-of-state.
  - 1. All bereavement leave must be taken on consecutive scheduled duty days and completed within fifteen (15) days of the date of death.
  - 2. Immediate family member is defined as an employee's spouse or domestic partner, child (including step or adopted), parent

(including a step parent or person who served in loco parentis prior to the employee's eighteenth birthday) or sibling (including step, half or adopted).

Funeral Leave:

- B. For the in-state death of a relative the employee shall be granted up to a total of twenty-four (24) hours of paid funeral leave in order to prepare for and attend the funeral or memorial service. For the out-of-state death of a relative the employee shall be granted up to a total of forty (40) hours of paid funeral leave to travel, prepare for and attend the funeral or memorial service.
1. Funeral leave must be taken on consecutive scheduled duty days, completed within fifteen (15) days of the date of death, and at least one day must be the day of the funeral or memorial service.
  2. If the employee does not attend the funeral or memorial service, the paid funeral leave benefit is not applicable. Paid bereavement leave may not be taken for relative.
  3. Relative is defined as the employee's grandchild, parents-in-law, grandparents, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunts, uncles, nieces, and nephews.
- C. Before compensation for bereavement or funeral leave can be approved, the employee shall properly complete the appropriate leave request form and attach proof of the death. Such proof shall be in the form of a newspaper source, Certificate of Death, or other certification by a competent professional source. In the case of leave in excess of 24 hours to attend the funeral or memorial service of an out-of-state relative, proof of out of state travel is also required.
- D. Employees who work a ten (10) hour schedule may request permission to utilize accrued compensatory, stored holiday, personal or vacation hours if additional time off is needed.
- E. The term domestic partner as used in this Article means a person with whom the employee has shared a primary residence continuously for at least the past six months and who is not related by blood; who is not legally married to another person; and who has entered into a relationship with the employee which is the functional equivalent of marriage (ie. intimacy, fidelity, mutual support, joint responsibility for each other's welfare and the necessities of life).
- F. If the death of a person defined in this Article, occurs while the employee is on vacation, the appropriate number of vacation days may be converted

to bereavement or funeral leave if requested by the employee and the necessary documentation is provided.

## Section 8. Military Leave

It is the intent of this Section to provide City employees with the entitlements and protections required by Florida Statutes and the Uniformed Services Employment and Reemployment Rights Act (USERRA) regarding leaves of absence for military training and active duty assignments.

- A. Employees covered by this agreement who are commissioned Reserve Officers or Reserve enlisted personnel in the United States military or naval service or members of the Florida State National Guard, shall be entitled to leave of absence from their respective duties for such time as they are ordered to military service or training in accordance with state and federal statute as follows:
  - 1. Periods of active or inactive duty for training, for up to 240 working hours during a calendar year, shall be without loss of pay or benefits. One day shall mean a regularly scheduled shift of 12 hours or less. Employees who are required to attend additional military training may be granted up to three days of additional paid time off per occurrence at the sole discretion of the Police Chief or designee. Employees who voluntarily attend additional military training shall not be granted paid leave in excess of the 240 working hours.
  - 2. Federal or state active duty, for which the employee qualifies for benefits under the Uniformed Services Employment and Reemployment Rights Act (USERRA), shall be without loss of pay for the first 30 calendar days of the active duty tour. Benefits will accrue during active duty leaves of absence as required by the Uniformed Service Employment and Reemployment Rights Act or other statute.
- B. The employee shall be required to submit an order or statement from the appropriate military commander as evidence of any such duty and order or statement must accompany the formal request for military leave unless such order or statement is not available or is otherwise restricted by law, in which case the employee shall give oral notice.
- C. On written application by an employee, the Chief of the Department shall grant a military leave of absence without pay to such employees in order to allow them to enter the military service of the United States in any of its branches for the initial period of enlistment.

- D. Such leave of absence shall continue during the entire period of initial enlistment, but failure to return to work within the time provided by law after the term of initial enlistment is up shall result in forfeiture of the employee's right to reinstatement unless the term of service is involuntarily extended.
- E. No annual leave shall be accrued while an employee is on such a military leave of absence of 30 calendar days or more.
- F. Any such employee receiving military leave of absence with or without pay shall be entitled to return to the position in the department he or she was in at the time the leave of absence is terminated, or to such position of like seniority, status and pay, in another department.
- G. Such return by an employee from military leave is contingent on the employee presenting a certificate of satisfactory completion of training and service and that the employee is able to resume the duties of his or her position, with or without reasonable accommodation.
- H. Such return to the City's service must be made through application for reinstatement within ninety (90) days after said person is relieved from military duty, unless a longer period of time is allowed by law.
- I. Upon being returned to said position or like position, said employee may be required to submit to an examination to establish the fact that he or she is physically and mentally capable of performing the duties of said position.
- J. If he or she is found not to be qualified to perform the duties of his or her position by reason of disability sustained during military service, but is qualified to perform the duties of any other position in the City he or she may be restored to such other vacant position, even if said position is in a different classification, and he or she shall be granted like seniority, status and pay, or the nearest approximation thereto, consistent with the circumstances of the case.
- K. The most recent employee hired into the department in which the military returnee is reinstated into shall be construed to be the employee who was hired to fill the position vacated by the employee to whom military leave of absence was granted.
- L. The name of the person displaced shall be restored to the eligibility file in accordance with seniority and efficiency rating if the probationary period has been completed.

## Section 9. Administrative Leave



Employees may be placed on administrative leave with pay upon the recommendation of the Police Chief and approval by the City Manager. While on administrative leave, employees shall be entitled to their regular pay and benefits.

- A. To attend professional conferences, seminars to training not required by the City but that enhance the employee's service to the City. However, travel and other expenses incurred, if any, while on administrative leave shall be borne by the employee.
- B. When the employee is under investigation for misconduct or in other circumstances in which continued active service would not be advantageous to the City. In such instances the Police Chief may require the employee to be available or report daily by telephone or in person.

#### Section 10. Unpaid Leaves of Absence

Employees who are not eligible for paid absences under this Agreement or any other City program may request unpaid leave as follows:

- A. The Police Chief may approve unpaid leaves of less than 30 days.
- B. Absences of 30 days or longer shall require the approval of the City Manager.
- C. In considering requests for unpaid absences, the approving official shall take into account the basis for the request. However, the needs of the department shall take precedence.

#### Section 11. Annual Evaluation Personal Hours

Bargaining unit employees who have completed more than 5 years of seniority as a sworn City of Pinellas Park police officer as of their evaluation due date, and who receive a rating of "Outstanding" on their annual performance evaluation form, shall be granted 8 hours of paid time off subject to the following conditions.

- A. Annual Evaluation Personal Hours shall not accrue, that is, hours not taken by the last day of the pay period, immediately prior to the pay period which includes October 1<sup>st</sup> ~~September 30~~ of each year shall not be carried forward to the next year except as outlined in this section. Additionally, such hours shall not be subject to cash payout or conversion to annual or sick leave.
- B. Annual Evaluation Personal Hours shall be paid at the employee's base pay rate.

- C. The use of Annual Evaluation Personal Hours shall be subject to the same scheduling procedures described for vacation hours, however, in no case shall an employee be granted the use of such hours when it would result in the payment of overtime to him/herself or to any another employee.
- D. An employee whose performance evaluation due date falls within the last month of a fiscal year shall be granted a one month grace period into the next fiscal year in order to be able to use his/her Annual Performance Evaluation Hours.

The City in its sole discretion retains the right to modify the terms, conditions, ratings, forms, and all other components of the performance evaluation system or eliminate the system in its entirety at any time without consulting the bargaining unit. Therefore, it is agreed that the granting of Annual Evaluation Personal Hours in this section does not confer an obligation upon the City to continue to provide such benefit for bargaining unit employees into the future.

## ARTICLE 17. TIME OFF FOR ILLNESS OR INJURY

### Section 1. Family and Medical Leave Act

Under the federal Family and Medical Leave Act (FMLA) eligible employees are allowed up to twelve weeks of unpaid, job-protected leave within a twelve month period.

- A. City policies and procedures for the implementation of the Act are contained in the City Personnel and Safety Rules and Regulations.
- B. Although leave under the FMLA is unpaid the City shall require, as permitted under federal law, that employees take paid leave (sick leave, vacation, disability leave, Workers' Compensation time off, etc.) concurrently with approved FMLA leave, if available and as provided for in this Agreement.

### Section 2. Sick Leave

The City provides sick leave as a protection for covered employees against loss of income sustained because of illness or injury. Sick leave is not a right which employees may use at their discretion, and should be used only in cases of actual personal sickness, disability, or as otherwise outlined in this agreement. Employees are encouraged to conserve sick leave to meet serious illness situations.

- A. On the first day of the pay period which includes October 1<sup>st</sup>, of each year of this agreement all regular full-time employees will be credited with ninety-six (96) hours of sick leave. These ninety-six hours will be the total amount of sick leave available to the employee during that fiscal year unless a serious illness or injury necessitates participation in the Short Term Disability program. Employees not employed as of October 1, of each year of this agreement shall be credited with a pro-rated amount of 96 hours of sick leave.
- B. Employees may use sick leave for absences from work due to:
  - 1. Personal illness, injury or disability.
  - 2. Medical, dental or optical treatment which is necessary during working hours, verified by a doctor's statement when requested.
  - 3. Quarantine due to exposure to contagious disease.

4. Employees may use sick leave to care for a sick family member. Family member is defined as a spouse, child (natural, adopted, or step) or parent (natural, adoptive, step or loco parentis).
  5. Employees newly hired to City employment shall be permitted to utilize no more than 24 hours of their original allotment of paid sick time hours during their first six months of employment. However, in extenuating circumstances, 16 hours of additional paid time off may be authorized by the Police Chief or Department Head upon receipt of a written request from the employee explaining the circumstances surrounding the request.
- C. An employee incapacitated and unable to work shall notify the on-duty supervisor at least one (1) hour prior to the start of his or her shift, giving reasons for absence and expected period of absence. Failure to give the required notice shall disqualify the employee from using sick leave or otherwise being compensated for his or her absence. If the employee's illness or injury precludes notification, the Department Head may waive this requirement. The Department Head may require a doctor's certification before granting sick leave if the circumstances surrounding the illness are questionable. A doctor's certification shall be required prior to any hours of sick leave being paid for a period of absence once an employee has given notice of his or her resignation or has applied for retirement (this clause does not include notice of entry into the DROP).
- D. Any hours remaining of the employees ninety-six (96) hours on the last day of the pay period, immediately prior to the pay period which includes October 1<sup>st</sup>, ~~at the end of the fiscal year~~ will be paid out as follows:
1. An employee who has used time under the Short Term Disability program during the fiscal year will be paid for 1/3 of his or her remaining sick leave hours at the hourly rate of pay.
  2. An employee who has not used time under the Short Term Disability program during the fiscal year will be paid for 1/2 of his or her remaining sick leave hours at the hourly rate of pay.
  3. All employees who were participating in the sick leave plan offered by the employer as of September 30, 1985, shall have the benefit of whatever balances they enjoyed in the sick leave plan as of that date pursuant to the terms set forth in the contract which was in existence between October 1, 1985, and September 30, 1987.
- E. In the event of an employee's death, exiting the DROP, or on the employee's Normal Retirement (not including entry into the DROP) as defined in Chapter 17, City Code of Ordinances, during or after the second quarter of any fiscal year, all accrued but unused hours of sick leave for

that fiscal year will be paid out as set forth in paragraph D. above. Employees who take Normal Retirement, or who exit DROP in the first quarter of any fiscal year, shall be paid out as set forth in paragraph D above, but only up to a maximum of 30 hours payout.

### Section 3. Workers' Compensation

The City shall, through self insurance or the purchase of a commercial insurance product, provide for the compensation of employees covered by this Agreement who are injured in the line of duty in accordance with Florida Workers' Compensation law, FS 440.

- A. The City program is intended to liberalize the benefits of FS 440 but shall in all cases meet the minimum requirements thereof. Disability wage payments under the City's insurance program shall commence after the seventh day of an approved absence.
- B. An injury shall be considered to have been incurred in the line of duty only if such injury is a compensable injury under the Florida Workers' Compensation Law.
- C. The City's physician, in accordance with the Workers' Compensation Law, shall determine the length of time off under this program.
- D. The City, at its sole discretion, retains the right to offer an employee who sustains an in line of duty illness or injury a temporary light duty or modified duty assignment for a period which may be less than, but in any case shall not exceed, six months. Such duty shall be in accordance with the restrictions set forth by the authorized treating physician. While there is no employee entitlement to light or modified duty, an employee who is offered such a temporary duty assignment and declines shall not be compensated for time off under this program. Employees who accept a temporary light or modified duty shall be paid their base hourly rate of pay and incentive pays for all hours worked.
- E. When combined, an employee's use of Workers' Compensation Disability Leave and/or the performance of duties in a temporary light or modified duty capacity arising out of the same medical condition, shall not exceed six months. However, this six month maximum period may be extended, in 30 day increments, for up to sixty additional days at the sole discretion of the City Manager if the employee provides medical documentation signed by his/her assigned Workers' Compensation physician in which the physician opines that the employee will be fit to return to full duty status within such sixty days.
- F. If the illness or injury requires an absence of more than seven days, the City's insurance coverage shall provide wage replacement of up to 66 2/3

of the employee's average weekly wage calculated in accordance with and subject to the limitations of FS 440.

- G. Any base wages and incentive pay not covered by the City's insurance program for a period of absence due to an illness or injury compensable under FS 440 shall be paid by the City directly to the employee for a period not to exceed the following: six months, until the employee reaches maximum medical improvement, until the employee qualifies for Social Security disability, or until the employee qualifies for retirement disability, whichever comes first.
- H. In no case shall the City pay any amount under this program which would, when combined with disability payments, part-time wages or earned income from any other source and paid to the employee, result in the employee receiving an amount greater than that employee's appropriate City base wage amount or the amount required by FS 440, whichever is greater. The City shall have the right to recover third party damages.
- I. As set forth in FS 440.09(5), if an employee's Workers' Compensation injury is caused by the knowing refusal by the employee to use a safety appliance or observe a safety rule required by state statute, or if the injury is caused by the knowing refusal by the employee to use a safety appliance provided by the City, such employee's disability payments as outlined in this Section may be reduced by twenty-five (25) percent.
- J. In order to be eligible for the liberalization of FS 440 Workers' Compensation benefits as set forth in this Section, an injured employee must comply with all administrative, procedural and documentation requirements of FS 440, the City's insurance provider or claims agent, and fully cooperate with those persons who are responsible for investigating, administering, or providing treatment under such injury claim.
- K. With respect to paragraph I, above, no employee with a compensable illness or injury shall be denied the liberalized benefits provided by this section based on the refusal to provide irrelevant personal information as a part of the workers' compensation claim investigation.

#### Section 4. Short Term Disability

The City shall provide Short Term Disability coverage for all employees of the bargaining unit as otherwise set forth in the Short Term Disability Plan Document except that the rate of pay will be 70% of the employee's base pay for all hours of Short Term Disability.

- A. For any period of Disability covered by the Family Medical Leave Act, the employee shall have the option to request to use any sick, personal, or

vacation hours (in that order) to receive up to 100% of his/her base wages for the payroll period.

- B. Following the expiration of the FMLA leave period, the employee shall be required to use any accrued sick, personal, or vacation hours (in that order) to supplement for any unpaid Disability hours, until such accruals are exhausted.
- C. The City, at its sole discretion, retains the right to offer an employee who sustains a non-line of duty medical condition, illness, or injury a temporary light duty or modified duty assignment for a period, which may be less than, but in any case shall not exceed six months, except in the case of pregnancy. Such duty shall be in accord with the restrictions set forth by the authorized treating physician.
- D. When combined, an employee's use of Short Term Disability Leave and/or the performance of duties in a temporary light or modified duty capacity arising out of the same medical condition, shall not exceed six months except as noted for pregnancy above.

#### Section 5. Misuse of Leave

Employees who utilize the medical leave programs set forth in this Article due to their own injury or illness are expected to be found at their home (or the home of a caretaker such as a significant other or relative), physician's office, pharmacy, hospital, or en route to one or the other of these locations. An employee authorized to be absent from work for medical reasons shall not engage in any recreational, travel, or work activities except upon receiving prior approval from his/her physician and the Department Head or her/his designee. An employee absent from work for medical reasons is not permitted to engage in any activities which are contrary to his or her medical restrictions. Abuse of medical leave privileges shall constitute grounds for disciplinary action.

## ARTICLE 18. PENSION

### Section 1. Applicability

Members of the bargaining unit who are regular full-time law enforcement officers as set forth in Florida Statute will be members of the Police Officers' Pension Plan, except that members who have entered the Deferred Retirement Option Program (DROP) shall be considered retired for all purposes of the plan.

### Section 2. Plan Changes

The City shall, effective not later than the beginning of the payroll period which includes October 1, ~~2016~~ 2018 or as soon thereafter as is reasonably possible, amend Chapter 17, City Code of Ordinances as it pertains to the Police Officers' Pension Fund to accomplish the following:

~~Members who are eligible for Normal Retirement, entering the DROP Program on or after the effective date above, shall be allowed to participate in the DROP Program for a maximum DROP calculation period of three years. This provision does not affect members who were eligible for Normal Retirement as of September 18, 2013, and who are instead governed by Section 17-428 paragraph L of the Code of Ordinances.~~

Members who are eligible for Normal Retirement, entering the DROP Program on or after October 1, 2018 ~~the effective date above~~, shall have the accumulated value of their DROP balance debited or credited, as the case may be, in an amount equal to the net return experienced by the Fund, with a maximum debit or credit of ~~.75~~ one percent (1%) quarterly, with such returns to be computed quarterly. This provision does not affect members who were eligible for Normal Retirement as of September 18, 2013, and who are instead governed by Section 17-428 paragraph L of the Code of Ordinances.

### Section 3. Agreement of the Parties

The parties agree that the provisions of this Article are conditioned upon the agreement to these changes by both FOP bargaining units. The parties further agree that the provisions of this Article are conditioned upon the acceptance of these changes by the Florida Division of Retirement as being compliant with the requirements of FS 185. In the event that these amendments, or any portion thereof, are not accepted by both bargaining units, and by the Florida Division of Retirement, the parties shall meet to renegotiate the terms of this Article in its entirety.



#### Section 4. Mutual Consent

Pursuant to Florida Statutes 185.35, FOP and the City reached mutual consent and agree how the state premium tax monies are utilized through a police Share Program in accordance with Article IV – Retirement Systems for Police Officers, Section 17-429, Supplemental Share Program.

This mutual consent will continue until modified or revoked by a subsequent mutual consent, and will remain in place until the City (plan sponsor), and the collective bargaining representative (currently FOP), or, if none, a majority of the police pension plan members, mutually consent to change or revoke this consent.

## ARTICLE 19. INSURANCE

### Section 1. Health Insurance

The City agrees to continue to provide, during the term of this Agreement, a group health plan, either through an insurance carrier or self insurance and some type of employee assistance program. The parties agree that the City will have the unilateral right to determine the plan administrator, carrier, deductible, and other terms and conditions of any health plan or employee assistance program to be provided for employees at the City's expense. The parties further acknowledge that from time to time it may be necessary for the City to alter the terms and conditions of such policies, including but not limited to the deductible, the carrier, the plan administrator, and particular coverage. However, the City will, before any change is deemed appropriate, consult the Union prior to making its decision, not to bargain, but to inform the Union of its intention and to solicit suggestions from the Union. The City also agrees that it will at all times attempt to provide the highest level of benefits available while at the same time minimizing the cost to the City.

### Section 2. Payment of Premiums

- A. The entire cost of the Employee Assistance Program shall be borne by the City. Employees shall become eligible for coverage under the City's group insurance plans on the first day of the month following the month in which they complete 60 days of City service.
- B. For the period of April 1, 2016 2018 through March 31, 2017 2019, the monthly contribution rates for the purchase of the City-sponsored group health plan shall be as set forth below:

Tier	City	Employee
Employee Only	\$ <del>527.96</del> <u>563.09</u>	\$ <del>80.99</del> <u>87.08</u>
Employee Plus One	<del>\$1,054.84</del> <u>1,128.89</u>	<del>\$228.89</del> <u>241.73</u>
Employee Plus Family	<del>\$1,462.37</del> <u>1,566.05</u>	<del>\$334.69</del> <u>352.67</u>

### Section 3. Life Insurance

The City shall purchase and maintain in force during the course of this contract, a life insurance policy for each employee equal to the employee's annual base pay, except that the value of the policy shall not exceed fifty thousand dollars (\$50,000).

#### Section 4. Flexible Spending Account

Recognizing the out of pocket health insurance costs incurred by employees, the Human Resources Department shall explore the feasibility of establishing a Flexible Spending Account (FSA), or a similar program. The City shall have the unilateral right to determine the terms, conditions, eligibility, and benefit program amounts in compliance with governing Federal Guidelines.

#### Section 5. Wellness

Recognizing the value of maintaining a healthy workforce, both the Human Resources Department, and the Police Department's wellness committee representatives shall meet to explore the opportunities available to establish a physical fitness program during the first year of this contract.

## **ARTICLE 20. CITY RECREATION FACILITIES**

### **Section 1. City Pool**

The City shall provide free admission to the City pool for employees, their spouses and any children living in the same household. Such admission shall be free seven days a week, when the pool is open, except for organized programs or classes held at the pool, which shall be available to employees to the same extent as the public.

### **Section 2. Library Card**

All full-time employees who are not residents of the City will be issued, upon request, a City library card. Upon termination from employment with the City the card must be returned to the City.

### **Section 3. City Recreation Centers**

Employees may obtain, at no cost, membership cards all recreation centers owned and operated by the City. Membership shall entitle employees to use these facilities, except for special programs, free of charge. Spouses and children of an employee who live in the employee's household shall be entitled to join recreation centers on the same basis as citizens.

## ARTICLE 21. EDUCATION AND TRAINING

### Section 1. Policy

It shall be the Policy of the City to encourage all employees to pursue higher education and training in order to enhance their abilities in their current position and to increase their potential for advancement within the City.

Training and increased education attainment, although encouraged, will not interfere or diminish the number of personnel on duty to the point which would have an adverse effect on the service provided to the citizens of the community.

### Section 2. In-Service Training

Shall be defined as training, approved and directed by the Police Chief, which can be expected to have a direct and immediate bearing on the ability of the employee to carry out and keep current with the requirements of the position. In service training shall include the following: Firearms Training and Qualification, Seminars and Courses afforded by a recognized Law Enforcement Training Facility, and training provided within the Police Department.

- A. The City will pay for registration, costs of supplies and/or instructional materials required for In Service Training, at no expense to the employee.
- B. If said In Service training is being conducted outside Pinellas County then, the City shall reimburse for travel and per diem at the City's current rates.
- C. An employee who participates in In-service training, and who leaves City employment within six (6) months, except as a result of normal or disability retirement, shall reimburse the City for the cost of tuition, fees, registration, and all other costs except travel and per diem.
- D. Employees who attend training courses required by the Florida Department of Law Enforcement in order to maintain certification as a law enforcement officer shall be exempt from the requirement to reimburse the City for the cost of training.

### Section 3. Continuing Education

Shall be defined as college courses taken by a degree seeking student at a college or university accredited by the Southern Association of Colleges and Schools, another regional accrediting agency, or the Accrediting Council for Independent Colleges and Schools.

A tuition reimbursement program for degree seeking employees will be made available to members of the bargaining unit during the term of this Agreement. Such tuition reimbursement program shall be a citywide administrative program, the terms and conditions of which shall not be subject to further collective bargaining or to the grievance process. The City reserves the right, in its sole discretion, to discontinue the tuition reimbursement program for any future fiscal year based on City operational funding priorities.

#### Section 4. Firearms Proficiency

Each certified police employee will be required to maintain firearms proficiency in accordance with the standards established by the Florida State Criminal Justice Standards and Training Commission. Employees covered by this section shall fire a 75% firearms qualification score in 50% (percent) of their qualification attempts to remain eligible to carry a firearm. Employees shall fire for qualification at least annually. Any ammunition required to qualify shall be furnished by the City. Failure to qualify as outlined above shall result in the following remedial firearms training:

- A. The employee shall be given a firearms training class of at least four (4) hours plus an additional four (4) hours firearms practice session. The employee will be retested for qualification, within 15 days of his or her failure to qualify.
- B. In the event the employee fails to qualify after the initial eight (8) hours of remedial training, the employee shall be retested for qualification within 15 days. During this time, the City will provide four (4) additional hours of training to enable the employee to meet this requirement.
- C. In the event the employee fails to qualify after the twelve (12) hours of remedial training outlined in A and B above, the employee will be temporarily placed in a non-sworn position. The Police Chief may take appropriate action for loss of firearms qualification to include reclassification, demotion or termination.

## **ARTICLE 22. DRUG POLICY AND TESTING**

### **Section 1. Policy**

It is the policy of the City of Pinellas Park that its employees shall not use unlawful drugs or abuse alcohol or lawfully taken drugs.

### **Section 2. Unlawful Drugs**

The possession, use or sale of unlawful drugs is forbidden to all employees, regardless of whether such use, possession or sale occurs on or off duty.

### **Section 3. On-Duty Use of Alcohol**

The use or possession of alcoholic beverages (including break and meal periods) while on duty or reporting for duty under the influence of alcohol is expressly prohibited.

### **Section 4. Exemptions**

Paragraphs 2 and 3 above may be modified if the employee's job, e.g. vice and narcotics, require the ingestion of alcohol or the possession of narcotics while on duty.

### **Section 5. Florida Drug-Free Workplace**

The City of Pinellas Park will maintain a Drug Free Workplace program in accordance with Florida statute 440.102 (Workers' Compensation), and the Code of Federal Regulations Parts 40 and 382 (Commercial Drivers' License) as they may be amended from time to time. Implementation of the Drug Free Work Act shall be as set forth in the City of Pinellas Park Drug and Alcohol Plan Document dated October 1, 2004 along with any authorized amendments thereto.

### **Section 6. Post Accident Testing**

The City's Risk Management Director may, after reviewing the circumstances of an accident, waive post accident drug and alcohol testing, provided reasonable suspicion, as set forth in the City Drug and Alcohol policy, does not exist.

## **ARTICLE 23. TOBACCO PRODUCTS**

### **Section 1. Policy**

Because of the documented scientific proof of the dangers of smoking and other uses of tobacco products, it is the policy of the City to discourage all employees from the use of such products.

### **Section 2. Use of Tobacco Products**

Any Police Sergeant hired or promoted after October 1, 2007, shall not smoke or use tobacco products in any way on or off duty. Violation of this Article shall be just cause for disciplinary action, the first occurrence of which during a twenty-four (24) month period will be a Group 1 offense with a minimum penalty of a written reprimand. A second violation of this Article within a 24 month period shall be a Group 2 offense. An employee who violates this Article shall be referred to the City's EAP provider and be required to undergo random nicotine testing for six months following the date of the disciplinary action.

Although the discipline shall be subject to the grievance and arbitration procedure, once it is determined that use has occurred, then an arbitrator shall have no authority to lessen or otherwise alter the punishment.

### **Section 3. Prohibited Products**

For purposes of this Article, "use" shall include smoking of e-cigarettes, cigarettes, pipes, or cigars, as well as the use of snuff and chewing tobacco or any other use of tobacco products which involves the intentional inhalation of smoke, or the chewing, ingestion, or other use of tobacco.



## **ARTICLE 24. EMPLOYEE RIGHTS AND DISCIPLINE**

### **Section 1. Representation**

An employee covered by this Agreement shall have the right of Union representation when summoned to a meeting with an officer of the Police Department and the employee reasonably expects that the meeting could result in disciplinary action against him or her. An employee who wishes to exercise the right of representation is responsible for notifying Union officials of the date, time and location of the meeting.

### **Section 2. Police Officer Bill of Rights**

Any inquiry or investigation into allegations of employee misconduct shall be in compliance with FS 112.532 and 112.533 (Police Officer Bill of Rights), as applicable.

### **Section 3. Disciplinary Measures**

The City shall continue the policy of progressive and appropriate discipline. Disciplinary measures for employees who have completed their initial period of probation shall be imposed only for just cause, be reasonably related to a business interest of the City and administered with appropriate due process as prescribed in the City Personnel and Safety Rules and Regulations.

## **ARTICLE 25. USE OF CITY ELECTRONIC SYSTEMS**

### **Section 1. Official Use of Equipment**

Electronic systems provided by the City are for the conduct of official City business. Use of the City telephone system for occasional personal calls is permitted so long as this practice does not interfere with productivity or efficiency. However, such use shall be at no cost to the City and the employee shall have no right to an expectation of privacy. All use shall comply with City policies.

### **Section 2. Union-Management Communications**

In the interest of regular and open communication, the City may, when requested by the FOP representative, provide Union officials access to the City computer network for the purpose of conducting labor-management business. Communications and documents created, received or transmitted via the City computer system may be subject to disclosure under Florida Public Records statutes. Union officials using the City computer network have no right to an expectation of privacy.

## ARTICLE 26. EMPLOYEE RECORDS

### Section 1. Personnel Records

Employee personnel records shall consist of those documents defined by the City as pertaining to employment and other documents described in statute as essential documents of the personnel file. Personnel files, less those documents specifically excluded by statute, may be public records and subject to release under Florida Public Records Law. The City, at its option, shall maintain personnel files in paper format, electronic format or a combination of these two formats. Employees shall have the following rights with respect to personnel files:

- A. Upon request, to examine and copy, at no expense to the employee, any and all material, including any and all evaluations (this includes supporting materials and documents, if any), contained in the employee's personnel record. The City may at the discretion of the City Clerk, limit no cost copies of an entire personnel file to one copy in any 12-month period.
- B. Receive a copy of any and all material placed in his or her personnel record and have a reasonable opportunity to rebut matters in his or her personnel file.
- C. Include in the member's personnel file and in department files a written, signed explanation of any material contained in such files. An explanation placed in the file by a member shall not be considered proof or evidence of the incorrectness of the record nor shall this right replace the right to grieve.
- D. Receive notification when a request under the Florida public records law is made concerning his or her personnel record. However, such notification shall not delay release of requested materials. Notification will be telephonic when feasible.

### Section 2. Medical Records

Federal and Florida Statute shall govern all aspects of medical record privacy with respect to ownership, access and release of medical information. City requests for medical information shall be made according to law. Information so obtained shall not be released or used for other than its intended purpose.

## ARTICLE 27. SENIORITY AND REDUCTION-IN-FORCE

### Section 1. Seniority

City seniority is understood to mean an employee's most recent date of employment or re-employment. Seniority will continue to accrue during all authorized leaves except for Leave of Absence without Pay for thirty (30) calendar days or more, which shall cause this date to be adjusted for an equivalent amount of time. Leaves of Absence without pay for periods of less than thirty (30) days shall not cause the City seniority date to be adjusted. Classification seniority shall mean the most recent date the employee was promoted to or employed in the current job classification.

- A. The employee's adjusted date of hire shall be used for purposes of computing vacations and retention in the event of a layoff as outlined later in this Article.
- B. The employee's pension date of hire shall be used to determine pension eligibility and benefits.
- C. For purposes of classification seniority, the employee who has been most recently placed in the rank of Sergeant shall, regardless of any rank previously held, be considered a "new" sergeant.

### Section 2. Longevity

The City longevity date is computed from the employee's first date of hire by the City and includes all periods of employment not interrupted by more than 180 calendar days. This date shall be used as the basis for longevity pay, if applicable.

### Section 3. Probationary Period

All newly promoted Sergeants shall be placed on probation for the first year. The Chief shall have the unilateral discretion to extend the probationary period an additional three (3) months. Removal from Sergeant during the probationary period shall not be arbitrable.

### Section 4. Loss of Seniority

Employees shall lose their seniority as a result of the following:

- A. Voluntary termination.

- B. Retirement.
- C. Termination for just cause.
- D. Absent without authorized leave for three (3) consecutive working days.
- E. Failure to report to the Personnel Office the employee's intention of returning to work within fifteen (15) days of return receipt verification of certified mail.
- F. Failure to return from Military Leave within the time limits prescribed by law.

#### Section 5. Layoff

The Department Chief will notify the FOP of any pending reduction in force. Probationary employees will be laid off first, and shall be placed on the eligibility list in order of their length of time of service. Should additional lay-offs be necessary, they shall be in reverse order of classification seniority.

#### Section 6. Recall

Employees in layoff status will retain recall rights and shall have preference to work over applicants on eligibility lists. Recall will be made by certified mail to the last address in the employee's records. It is the employee's responsibility to insure the correctness of the address. Within fifteen (15) work days of the certified receipt date, laid off employees must signify their intention of returning to work to the Human Resources Office.

- A. Recall will be offered to laid off employees, provided they are physically and mentally qualified to perform the duties of the job. A laid off employee, when offered recall, who is temporarily unable to accept due to medical reasons, may request a leave of absence not to exceed thirty (30) days.
- B. When employees are recalled from layoff, the employees with the greatest seniority date shall be recalled first.
- C. When recalled, an employee's seniority date shall remain the same up to and including one (1) year from the date of discharge after which he or she shall receive no additional seniority.

## Section 7. Right to Displace (Bumping)

Under no circumstances shall an employee who is not a member of the Sergeant's bargaining unit have the right to bump a member of the bargaining unit. In the event any Sergeant is selected for layoff, he or she shall have the right to exercise bumping rights in the rank and file unit, using his or her Departmental seniority to displace the least senior officer. A Sergeant reduced in rank under this Article shall be placed in the grade of police officer in the same step occupied as a sergeant, except that the reduction in the base hourly rate shall not exceed 10 percent. In the event of recall no officer will be hired to or promoted to the position of Sergeant until all displaced Sergeants have been restored.

## Section 8. Contracts for Police Services

In the event the City contracts for police services in any manner, employees covered by this Agreement shall have the following options:

- A. Employment with the contractor provided vacancies exists and the applicant meets employment qualifications. In establishing a contract for police services, the City will make every attempt to secure the employment of bargaining unit members.
- B. Continued employment with the City, provided a vacancy exists for which the applicant is qualified.
- C. Outplacement assistance provided at no cost by the City.

## ARTICLE 28. SAFETY

### Section 1. Employee's Right to Refuse to Use Unsafe Equipment

If in the opinion of the assigned employee, a piece of equipment is unsafe to operate, such employee shall be allowed to immediately take such equipment to the employee's immediate supervisor, and such employee shall not be required to operate such equipment until the equipment is rendered safe by repairs. It is understood that until such equipment is repaired, the employee may be assigned alternate equipment and/or duties within the Police Department.

### Section 2. Damaged Property

- A. All motor vehicle and mobile equipment crashes are subject to review by an Accident Review Committee. The purpose of this committee is not to administer discipline, but to determine causes of crashes and to devise methods of preventing future crashes.
- B. When a crash is under review, the employee involved shall have the right to, and shall be required to, appear before the committee and cooperate in the review. Additionally, the employee may have his or her Union representative present as an observer. Appearances by the employee and the observer, if requested, will be on duty and without loss of pay or benefits.
- C. The Accident Review Committee's crash report shall address accident causes, preventability, remedial training requirements and other safety related matters. The Committee shall make no recommendation regarding employee discipline nor shall the Committee report be used to establish the just cause basis for discipline. Discipline if any, shall not be imposed after the Committee has convened.
- D. Any follow on inquiries or investigations conducted by the Police Department for the purpose of determining whether discipline is appropriate shall be in accordance with Article 25, Section 2.
- E. Loss or damage to other City property shall be subject to review by the Police Chief.

### Section 3. Ballistic Vests

The department shall purchase ballistic vests to be worn by police sergeants as follows:

- A. Sergeants hired on or after the effective date of the Agreement will be provided one Level II or IIIA vest, from models selected by the department, at no cost to the employee.
- B. Sergeants hired before the effective date of this Agreement will continue to use vests previously issued until scheduled replacement.
- C. The parties agree that the useful life of a vest is five years. Therefore the department shall purchase a replacement vest for a police sergeant after five years of wear. Once during a five-year period, the department shall replace the vest should it become unserviceable for any reason other than officer negligence.
- D. The department will replace the vest of any sergeant for a bona fide medical reason or in the event the vest is damaged in the line of duty.
- E. Sergeants who require replacement vests for reasons other than outlined above shall be responsible for the cost of the vest. In such instances, a sergeant may not decline to purchase a vest. However, the sergeant may pay for the vest on a payroll deduction basis over a period of up to one year.
- F. When vests reach the end of their useful life, or when replacement is otherwise required, the department shall provide, at no cost to the sergeant, one vest with Level II or IIIA protection.
- G. In the event a sergeant wishes to purchase a vest other than the department-selected model, the sergeant shall pay the difference in cost, if any, between department cost and the cost of the vest chosen by the sergeant at the same level of protection. Payment may be in or by payroll deduction.

#### Section 4. Vaccinations and Exposure to Bloodborne Pathogens

City procedures for vaccinations and exposure to disease shall be governed by the City's published protocol.



## **ARTICLE 29. ENTIRE AGREEMENT**

### **Section 1. Negotiated Agreement**

The parties acknowledge that, during the negotiations, which resulted in this Agreement, each had the right and opportunity to make proposals with respect to subject or matters not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of such right and opportunity are set forth in this Agreement.

### **Section 2. Waiver of Collective Bargaining**

The City and the FOP, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right and agrees that the other shall not be obliged 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 subject matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated this Agreement unless otherwise provided for herein.

### **Section 3. Memoranda of Understanding**

The City, the FOP and the bargaining unit members agree that from time to time, issues may arise which are not specifically addressed by this Agreement or on which this Agreement is ambiguous. The bargaining unit employees and the City do hereby designate and vest with their representatives the ability to negotiate memoranda of understanding addressing such situations or clarifying ambiguous contract language. All such memoranda of understanding shall require the approval of the City Manager. Such memoranda of understanding shall be valid only until the expiration of this Agreement. This section shall apply only in the event of consent by both parties and neither party is obligated to agree to execute a memorandum of understanding. In the absence of consent and agreement, Sections 1 and 2 above shall be controlling, but all parties shall still have those rights and remedies available under this agreement or as otherwise provided by law.

### **Section 4. New City Computer Software**

It is understood by the parties that the City has purchased a new enterprise-wide computer software which may have some unanticipated effects on Police Department or citywide Human Resources, Payroll, and other operating procedures during the term of this Agreement. Accordingly, the parties agree that should a conflict be created between the operational capabilities of the new software and the terms and conditions set forth in this collective bargaining

agreement that the parties shall meet to work out a mutually agreeable solution to such conflict which will be implemented via a MOU. However, either party may, at any time, request that the collective bargaining process be initiated concerning any software implementation matters which are costly, labor intensive, or burdensome and followed to its conclusion in accordance with Florida Statutes.

## **ARTICLE 30. SAVINGS CLAUSE**

### **Section 1. Severability**

If any Article or Section of this Agreement should be found invalid, unlawful, or not enforceable, by reason of any existing or subsequently enacted legislation or by judicial authority, all other Articles and Sections of this Agreement shall remain in full force and effect for the duration of this agreement.

### **Section 2. Invalidation**

In the event of invalidation of any Article or Section, both the City and the FOP agree to meet within thirty (30) days of such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

## ARTICLE 31. DURATION, MODIFICATION, AND TERMINATION

### Section 1. Period of Agreement

This Agreement shall be effective as of October 1, ~~2015~~ 2018 and shall continue in full force until the last day of September, ~~2018~~ 2021 and from year to year thereafter until a new contract is adopted by the City and the Union. If either party desires to modify, amend or terminate this Agreement, such party shall provide written notice of such desire not later than March 30<sup>th</sup> of the corresponding year.

### Section 2. Method of Modification

Following the sending and receipt of the written notice described above, the parties shall follow the procedure contained in the Public Employees Relations Act for the consummation of a new Agreement.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ ~~2016~~ 2018

**City of Pinellas Park, Florida**

**Fraternal Order of Police  
Lodge 43, Sergeants**

\_\_\_\_\_  
Douglas A. Lewis, City Manager

\_\_\_\_\_  
Kenneth Afienko, FOP Lodge 43

\_\_\_\_\_  
Lisa Hendrickson,  
Chief Negotiator / HR Administrator

\_\_\_\_\_  
Cassidy Perry, FOP Representative

\_\_\_\_\_  
Michael L. Haworth, Police Chief

\_\_\_\_\_  
Martin Turner, FOP Representative

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## C3

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## APPENDIX A – 3. PAY PLAN

[illegible]



## APPENDIX B. GRIEVANCE FORM



### Employee Grievance Form

This form is designated for use by employees who are members of the bargaining unit covered by the Agreement between the City of Pinellas Park and the Fraternal Order of Police, Lodge 43.



#### Part I – Summary of Grievance

(Include paragraph and Article of the contract allegedly violated as well as the date, time and location. If appropriate, give names of witnesses.)

Requested resolution (What action would you like management to take regarding this grievance.)

Employee Signature and date

Union representative Signature and date

Election of Union representation:

☐ Yes ☐ No

FOP representation:

☐ Yes ☐ No

#### Part II – Action at Step 1 (Supervisor)

Name of Division Director	Date Received	Date of meeting with employee
Employee acceptance <input type="checkbox"/> I accept the action taken by management and this grievance is resolved. <input type="checkbox"/> This grievance remains unresolved and I understand my right to appeal.		Signature of management representative and date
Signature and date		Signature of union representative and date



## Employee Grievance Form (Continued)



### Part III – Action at Step 2 (Police Chief)

Name of Department Administrator	Date Received	Date of meeting with employee
Employee acceptance <input type="checkbox"/> I accept the action taken by management and this grievance is resolved. <input type="checkbox"/> This grievance remains unresolved and I understand my right to appeal.		Signature of management representative and date
Signature and date		Signature of union representative and date

### Part IV – Action at Step 3 (City Manager)

Name of City Manager	Date Received	Date of meeting with employee
Employee acceptance <input type="checkbox"/> I accept the action taken by management and this grievance is resolved. <input type="checkbox"/> This grievance remains unresolved and I understand my right to arbitration.		Signature of management representative and date
Signature and date		Signature of union representative and date



# City of Pinellas Park

## Staff Report

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**File #:** 18-562, **Version:** 2

**Agenda Date:** 8/23/2018

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**RESOLUTION NO. 18-23. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINELLAS PARK, PINELLAS COUNTY, FLORIDA ADOPTING A THREE (3) YEAR AGREEMENT BETWEEN THE CITY OF PINELLAS PARK, FLORIDA AND THE FRATERNAL ORDER OF POLICE, LODGE 43, POLICE OFFICERS; WHICH AGREEMENT IS FOR THE PERIOD OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2021; PROVIDING FOR AN EFFECTIVE DATE**

### **FIRST AND FINAL READING**

NOTE: This resolution adopts a three year agreement between the City of Pinellas Park and the Fraternal Order of Police, Lodge 43, Police Officers, concerning wages and other terms and conditions of employment. The tentative agreement has been ratified by the members of the bargaining unit.

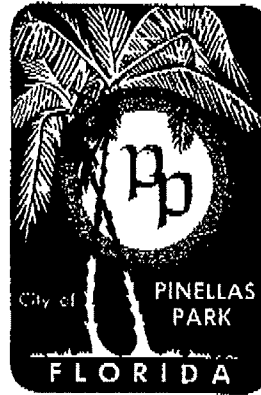
ACTION: (Adopt - Deny) Resolution No. 18-23.

City of  
**PINELLAS PARK**

5141 78TH AVE. • P.O. BOX 1100  
PINELLAS PARK, FL 33780-1100

**Please Respond To:**

James W. Denhardt, City Attorney  
Lauren Christ Rubenstein, Assistant City Attorney  
Denhardt and Rubenstein, Attorneys at Law  
2700 First Avenue North  
St. Petersburg, Florida 33713  
(727) 327-3400 - Telephone  
(727) 323-0888 - Facsimile



**FLORIDA**

PHONE • (727) 369-0700  
FAX • (727) 544-7448

August 13, 2018

Ms. Lisa Hendrickson  
Human Resources Administrator  
City of Pinellas Park  
P. O. Box 1100  
Pinellas Park, Florida 33780-1100

**RE: City Document #18-220**  
**Resolution and FOP Officers Agreement**

Dear Ms. Henderson:

I have received and reviewed the above-referenced Resolution and Agreement with the Fraternal Order of Police. I would approve of the Resolution and Agreement as to form and correctness.

Very truly yours,

For James W. Denhardt  
City Attorney

cc: Doug Lewis, City Manager  
Diane M. Corna, MMC, City Clerk  
Patrick Murphy, Deputy City Manager

JWD/dh  
18-220.08132018.LLH.Res and FOP Officers Agmt.wpd



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RESOLUTION NO. 18-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINELLAS PARK, PINELLAS COUNTY, FLORIDA ADOPTING A THREE (3) YEAR AGREEMENT BETWEEN THE CITY OF PINELLAS PARK, FLORIDA AND THE FRATERNAL ORDER OF POLICE, LODGE 43, POLICE OFFICERS; WHICH AGREEMENT IS FOR THE PERIOD OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2021; PROVIDING FOR AN EFFECTIVE DATE.

---

**WHEREAS,** the City desires to promote harmonious relations between the City and its employees; and

**WHEREAS,** the City desires to establish an orderly and peaceful procedure to settle differences which might arise; and

**WHEREAS,** the City desires to set forth the basic and full Agreement between the City and the Fraternal Order Of Police, Lodge 43, concerning wages, hours, and other terms and conditions of employment for all employees in the bargaining unit.

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PINELLAS PARK, PINELLAS COUNTY, FLORIDA, AS FOLLOWS:**

**SECTION ONE:** That the proposed Agreement, effective October 1, 2018, through September 30, 2021, between the City of Pinellas Park, Florida and the Fraternal Order Of Police, Lodge 43, attached as EXHIBIT "A" and made a part hereof by this reference, is hereby approved.

**SECTION TWO:** That the provisions of the attached Agreement shall be effective October 1, 2018; providing for the elimination of Community Compliance Specialist classification

from the bargaining unit; providing for an increase in the hourly rate of pay by ten dollars for Secondary Employment (Off Duty Details) occurring on a Holiday and at the Last Minute; providing for a wage increase in accordance with Appendices A-1, A-2, and A-3 for eligible employees for each year of the Agreement; providing for a lump sum longevity payout for each employee who is at the top of the step plan for the first, second, and third year of the Agreement; providing for a maximum debit or credit of one percent on the accumulated value of the DROP earnings each quarter; and providing for changes to other employee rules, policies, compensation, and terms and conditions of employment.

**SECTION THREE:** That this Resolution shall be in full force and effect immediately after its adoption and approval in the manner provided by law.

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018

AYES:

NAYES:

ABSENT:

ABSTAIN:

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018

ATTEST:

\_\_\_\_\_  
Sandra L. Bradbury  
MAYOR

\_\_\_\_\_  
Diane M. Corna, MMC  
CITY CLERK

**FOP – Officers  
Collective Bargaining Agreement  
Summary of Proposed Major Changes Effective October 1, 2018**

Article #	Major Changes
2 Recognition	Petition for unit clarification to exclude Community Compliance Specialist classification from the FOP bargaining unit.
14 Work period and Overtime	Increases the hourly rate of pay by \$10 for Secondary Employment (Off Duty Details) occurring on a Holiday and at the Last Minute (72 hours or less).
15 Pay Plan	<p><u>YR (1)</u> Grades 310 and 320—the pay plan shall change from a 16 step letter plan to a 14 step numerical plan. Employees shall be moved to the next higher step of their pay grade. Due to a compensation lag, the general wage increase at step one is five and one-half percent. Provides for a five percent lump sum payout for employees at the top step of the pay grade.</p> <p><u>YR (2)</u> Grades 310 and 320—two percent general wage increase. Employees move to the next higher step of their pay grade. Provides for a two and one-half percent lump sum payout for employees at the top step of the pay grade.</p> <p><u>YR (3)</u> Grades 310 and 320—two percent general wage increase. Employees move to the next higher step of their pay grade. Provides for a two and one-half percent lump sum payout for employees at the top step of the pay grade.</p> <p>Adds special assignment for one Habitual Offender Monitoring Enforcement Officer (HOME).</p> <p>The City Manager may increase the number of Officers assigned as Corporals for at least 28 consecutive calendar days.</p> <p>Clarifies the language for Call Back and Standby Pay</p>
16 Holidays, Vacation, and Other time Off	Clarifies vacation accrual and usage timing.
18 Pension	Increases the maximum debit or credit from .75 percent to one percent net return, per quarter on DROP earnings.
19 Insurance	Increases the contributions toward employee and family health insurance to rates currently in effect. The HR Department will explore the feasibility of establishing a Flexible Spending Account (FSA). Tasks the HR Department and the Police Department's wellness committee representative(s) to explore opportunities to establish a physical fitness program.
31 Duration	This is a three (3) year Agreement.

This Summary is not intended as a verbatim reproduction of the proposed contract. In the event of a conflict between the summary and the proposed contract, the provisions of the proposed contract will prevail.

# Appendix A



## AGREEMENT

Between

THE CITY OF PINELLAS PARK, FLORIDA

and the

FRATERNAL ORDER OF POLICE  
(FOP LODGE 43)

~~*Police Officers and Community Compliance Specialists*~~

Effective Dates

OCTOBER 1, 2015 2018 TO SEPTEMBER 30, 2018 2021



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## ARTICLE 1. PREAMBLE

This Agreement is entered into by the City of Pinellas Park, Florida, hereinafter referred to as the "City" and the Fraternal Order of Police, Lodge 43, hereinafter referred to as "FOP", for the purpose of promoting harmonious relations between the City and the FOP, to establish an orderly and peaceful procedure, to settle differences which might arise, and to set forth the basic and full Agreement between the parties concerning wages, hours, and terms and conditions of employment.

## ARTICLE 2. RECOGNITION

### Section 1. FOP as Sole Representative

The City hereby recognizes the FOP as the exclusive bargaining agent for all full-time employees in the classifications certified by Florida Public Employees Relations Commission (P.E.R.C.) as members of the bargaining unit under PERC Certification Number 1506.

### Section 2. City Representative

The Union recognizes that the City Manager as the collective bargaining representative for the units of City Government contained in the bargaining unit. The Union further recognizes its obligation to bargain solely and exclusively with the City Manager or the designee of the City Manager.

### Section 3. Composition of the Bargaining Unit

All full-time employees in the classifications or assignments below are included in the bargaining unit.

Included:               Police Officer  
                              Community Compliance Specialist  
                              Corporals

Excluded:               All other employees of the City

The City is in the process of petitioning for a unit clarification to exclude the Community Compliance Specialist classification from the bargaining unit. In the event the pending petition is granted the classification of Community Compliance Specialist will be placed in the non-union Classification and Pay Plan in a grade and classification closest to its current position. Community Compliance Specialists' current hourly rate of pay will continue without loss, and wage increases will be equal to those approved for non-union classifications effective October 1, 2018 and thereafter. In the event the pending petition is not granted the collective bargaining agreement shall prevail.

## **ARTICLE 3. MANAGEMENT RIGHTS**

### **Section 1. Retention of Rights**

Except as expressly limited by any provision of this Agreement the City reserves and retains exclusively all of its normal and inherent rights with respect to the management of its operations, whether exercised or not, including, but not limited to, its right to determine, and from time to time re-determine, the number location and type of its various operations, functions and services, the methods, procedures and policies to be employed: to discontinue the conduct of any operation, function or service, in whole or in part: to transfer its operations, functions or services from or to, either in whole or in part, any of its departments or other divisions; to select and direct the working force in accordance with requirements determined by the City; to create, modify or discontinue jobs; to establish and change working rules and regulations; to create new job classifications; to establish and change work schedules and assignments; to transfer or promote employees; to lay off, furlough demote or otherwise relieve employees from work for lack of work, lack of funds, or other legitimate reason; to suspend, discharge, demote or otherwise discipline employees for just cause; to subcontract; and to alter or vary past practices and otherwise to take such measures as the City may determine to be necessary to the orderly and efficient operation of its various operations, functions and services.

### **Section 2. Civil Emergencies**

If in the sole discretion of the City Manager it is determined that civil emergency conditions exist, including riots, civil disorders, hurricane conditions, similar catastrophes or disorders, or public employee strikes, the provisions of this Agreement may be suspended by the City Manager during the time of the declared emergency, provided that wage rates, overtime and other monetary benefits shall not be suspended and provided further that any disciplinary action taken during such declared emergency shall be grievable at the end of the declared emergency.

### **Section 3. Right to Grieve Not Precluded**

The exercise of the aforementioned rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of this collective bargaining agreement.

## **ARTICLE 4. MAINTENANCE OF CONDITIONS**

### **Section 1. Prevailing Rights**

All City Rules and Regulations and Police Department policies and directives in effect on the effective date of this Agreement shall be deemed reasonable and shall remain in effect until modified, replaced, or rescinded by the City or the Police Department. In the event of a conflict between City or Department rule, regulation, directive or policy and this Agreement, this Agreement shall take precedence.

All rights, privileges and working conditions enjoyed by the employees at the present time, which are not included in this Agreement, will be presumed to be reasonable and proper, and will not be changed arbitrarily or capriciously.

### **Section 2. Waiver and Estoppel**

The failure of either party to this Agreement to exercise any right or power retained by it pursuant to any federal, state, local law, charter or ordinance will not constitute or be deemed a waiver or estoppel of either party's right to exercise such right in the future, unless that exercise would be in direct conflict with any express provision of this contract.



## ARTICLE 5. FOP REPRESENTATION

### Section 1. Bargaining Representatives

- A. Neither party, in negotiations, shall have any control over the selection of the negotiation or bargaining representatives of the other party. The FOP will furnish the City with a written list of the Union Bargaining Committee, prior to the first bargaining meeting, and substitution changes thereto, if necessary.
- B. The FOP shall furnish to the City, in writing, the name of two City employees designated to be the official contact for the officers and ~~community compliance specialists~~ of the department. There shall also be one City employee designated by the FOP as an alternate to serve in the absence of the primary designee or in case the primary designee is unable to serve.

### Section 2. On Duty Participation

The City and the FOP agree that, for the purpose of collective bargaining, the maximum number of FOP representatives participating on duty at any one time is two (2) and will be consistent with existing minimum shift staffing levels.

### Section 3. FOP Communications

The City employees who are designated FOP representatives shall be allowed to communicate official FOP business to members prior to roll call or following roll call. Prior approval regarding the proposed subject matter and time limitations must be received in advance from the Chief of Police or his or her designee.

### Section 4. Matters Affecting FOP

Copies of special orders, general orders or training bulletins affecting FOP members shall be made available to the FOP upon request.

### Section 5. Attendance at Department Conferences

Special conferences on important matters may be arranged between the Officers of the FOP and the Department Head or his or her designated representative. Special conferences may be called by department management to notify the officers of the FOP of anticipated major changes in working conditions. Matters taken up in special conferences shall be confined to those included in an agenda and FOP representatives shall be limited to no more than two (2) at any one conference.

## Section 6. FOP Solicitation

Solicitation of any and all kinds by the FOP, including solicitation of membership and collection of FOP monies, shall not be engaged in during working hours. Further, the FOP and the City agree to comply with all provisions of State Law relative to collective bargaining and the conduct of FOP activities and City business.

## **ARTICLE 6. FOP BUSINESS**

Bargaining unit members, up to a maximum of two (2) in any one instance, shall be granted time off, with pay and no loss of benefits to attend State, County or Regional Conferences and Annual Meetings, consistent with staffing requirements. Requests for permission to attend other official union meetings may be made to the Department Head. In no instance shall absences under this Article be approved if such approval will result in a requirement to pay, or an entitlement to, overtime.

## **ARTICLE 7. BULLETIN BOARDS**

### **Section 1. Use of Bulletin Boards**

The existing bulletin boards authorized for the FOP use may be used for posting official FOP business notices. Any request for additional bulletin boards, or relocation of existing boards, shall be subject to prior approval by the Department Head. Repair and replacement cost for bulletin boards shall be borne exclusively by the FOP.

### **Section 2. Department Head Approval**

Prior to posting, FOP representative will sign any notice to be posted and a copy will be submitted to the Department Head. Any material found on the FOP bulletin boards which is not on file with Department Head will be removed.

### **Section 3. Cost of Materials**

All costs incident to preparing and posting of FOP materials will be borne by the FOP. The FOP is responsible for posting and removing material on its bulletin boards and for maintaining such bulletin boards in an orderly condition.

### **Section 4. Electronic Access**

The two City employees who are designated as FOP representatives shall have reasonable access to use electronic mail within the department for the purposes of sending notices of social events, meetings, FOP event calendars and the like. All such email notices shall be approved in writing by the Police Chief in advance of posting. The Chief's decision to withhold approval shall be final and shall not be subject to the grievance procedure. FOP email postings must comply with all applicable City policies, practices, rules and regulations. The FOP is expressly prohibited from sending any information relating to political campaigns.

## **ARTICLE 8. DISTRIBUTION OF THE AGREEMENT**

### **Section 1. Copies for FOP**

The City shall make this agreement available, either in electronic and/or hard copy format, to the FOP for distribution to members of the bargaining unit. Additionally, the City shall provide four copies to the FOP for administrative purposes and for posting on bulletin boards.

### **Section 2. New Employees**

The City shall make this agreement available, either in electronic and/or hard copy format, to new employees.

## **ARTICLE 9. CHECKOFF**

### **Section 1. Notification**

The FOP will initially notify the City as to the dollar amount of the bi-weekly dues deduction. Such notification will be certified in writing over the signature of an authorized officer of the FOP. Changes in FOP membership dues will be noticed in the same manner and shall be provided to the City at least one month in advance of the effective date of such change.

### **Section 2. Eligibility**

Members of the bargaining unit may authorize payroll dues deduction so as long as the FOP remains the certified bargaining agent for the employees in this bargaining unit. No authorization shall be allowed for payment of initiation fees, assessments, fines, or collection for any purpose not specifically permitted by this Agreement. The FOP shall prescribe the format for requesting and revoking dues deduction and provide sufficient copies of such forms for use by members. The member's authorization to initiate or discontinue dues deduction shall be effective on the first day of the pay period following the date of such authorization.

### **Section 3. Revocation of Deduction**

The payroll deduction shall be revocable by the employee notifying the City in writing on the prescribed form. The FOP shall be notified of any revocation.

### **Section 4. Cost for Service**

Dues and assessments shall be deducted bi-weekly and the funds shall be remitted to the FOP within thirty (30) days. The City shall provide the FOP an accounting of the amount deducted for each employee in the unit. The City will be reimbursed, for the cost in providing check-off, at the rate of \$15.00 per month, payable to the City upon billing to the FOP by the City.

### **Section 5. Indemnification**

The FOP will indemnify, defend, and hold the City harmless against any claims made, and against any suits instituted against the City on account of payroll deduction of FOP dues.

## ARTICLE 10. NON-DISCRIMINATION

### Section 1. FOP Membership

The City and the FOP will not discriminate against any employee covered by this Agreement because of membership or non-membership in the Fraternal Order of Police, Lodge 43.

### Section 2. Protected Employee Categories

Neither the City nor the FOP will discriminate against any employee covered by the Agreement because of race, color, sex, age or national origin, religion, marital status, disability or any other employee category protected by Florida or Federal statute.

- A. If an employee feels that a violation has occurred involving discrimination as prohibited by a Florida or Federal Statute, the employee may seek a remedy as provided by law, and the matter shall not be grievable under this agreement.
- B. Should an employee feel that they have been discriminated against due to their membership or lack of membership in the Fraternal Order of Police, then a remedy may be sought through the grievance procedure as outlined in this agreement or through action as provided for in Chapter 447 of the Florida Statutes.

### Section 3. Reporting of Incidents

Employees are encouraged to report violations, or alleged violations, of this Article to the immediate Supervisor, Division Director, Department Head, Human Resources Department or the City Manager. While complaint resolution is usually most effective when accomplished by the employee and the immediate supervisor, the selection of a reporting channel for matters under this Article is at the employee's discretion.

## **ARTICLE 11. PROHIBITION OF STRIKES**

### **Section 1. Strike Definition**

"Strike" means the concerted failure to report for duty, the concerted absence of employees from their positions, the concerted stoppage of work, the concerted submission of resignations, the concerted absence in whole or in part of any group of employees from the full and faithful performance of their duties of employment with the City of Pinellas Park, the Employer, for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment or the rights, privileges, or obligations of their employment or participating in a deliberate and concerted course of conduct which adversely affects the services of the employer, the concerted failure to report for work after the expiration of a collective bargaining agreement and picketing in furtherance of a work stoppage.

### **Section 2. Strikes Prohibited**

Employees covered by this Agreement, the FOP or its officers, agents and representatives, agree that Chapter 447.505, of Florida Statute prohibits them individually or collectively as public employees or the FOP from participation in a strike against the City of Pinellas Park, the Employer, by instigating or supporting in any manner, a strike. Any violation of this Section shall subject the violator(s) to the penalties as provided by law and rules and regulations of the Employer.

### **Section 3. Other Employee Activities**

Employees covered by this Agreement and the FOP, its officers, agents and representatives agree that they will not engage in any "strike" or "picketing" activities except as provided by law, against the City of Pinellas Park, the Employer.

### **Section 4. Penalties**

Any employee covered by this Agreement who participates in, is a party thereto, or promotes any of the above actions as outlined in Sections 1, 2, or 3, or other similar forms of interference with the operations and/or functions of the Employer shall be subject to disciplinary action up to and including discharge. Employees shall not be entitled to any benefits or wages whatsoever while they are engaged in any strike activities, or other interruptions of work.

### **Section 5. Lockout Prohibited**

Additionally, the City will not lock out any members during the time of the Agreement as a result of a labor dispute with the FOP.



## **ARTICLE 12. INDEMNIFICATION**

### **Section 1. Suits Against Members**

The City of Pinellas Park shall come in and defend all suits against members of the bargaining unit covered by this agreement, and protect said members for any liability incurred as set forth in the City Code of Ordinances and Florida Statutes.

### **Section 2. Notice to Employees**

In all suits wherein a member covered by this Agreement is named as a defendant for actions within the scope of his or her employment, he or she shall be, as soon as possible, advised and shall be served with all documents concerning the actions of the suit as it progresses. He or she shall be allowed to attend any and all hearings concerning his or her defense without loss of pay or benefits.

### **Section 3. Joinder by FOP**

The City shall not object to the FOP joining in any suit filed on behalf of the employees arising from suits covered in Section 1.

## **ARTICLE 13. GRIEVANCE PROCEDURE**

### **Section 1. Definition**

A grievance shall be defined as a complaint of alleged violation concerning wages, rates of pay, and other terms and conditions of employment covered by this Agreement.

### **Section 2. Mutual Objectives**

In a mutual effort to provide harmonious working relations between the parties to this Agreement, it is agreed to and understood by both parties that there shall be a procedure in this department for the resolution of grievances of misunderstandings between the parties arising from the application or interpretation of this Agreement.

### **Section 3. Employee Submission**

An employee covered by this Agreement shall present his or her complaint within seven (7) working days of the day on which the complaint arose in the following manner. For purposes of this Section, "working days" shall mean Monday through Friday, exclusive of holidays.

### **Section 4. Grievance Process**

A grievance may be submitted under this procedure by one or more aggrieved employees, or by the FOP as a general or class grievance. A class grievance shall be initially submitted at Step 2.

#### **Step 1.**

- A. An employee may discuss his or her complaint orally with the supervisor with or without the presence of a FOP representative. The Shift Supervisor shall attempt to adjust the complaint within the shift.
- B. If the complaint is not resolved, a grievance may be submitted, on the grievance form shown at Appendix B, by the aggrieved employee to the Shift Supervisor. The written grievance must set forth the following:
  - 1. A statement of the grievance and the facts upon which it is based;
  - 2. The alleged violation of this Agreement;
  - 3. The remedy or adjustment requested;

4. The signature of the aggrieved employee.
5. The supervisor will discuss the grievance with the aggrieved employee and the FOP representative, if requested, and give his or her answer, in writing, on the grievance form within seven (7) working days.
6. Grievances that do not include the elements outlined above will be returned to the employee who shall have one day to complete the form.

### **Step 2.**

If the complaint is not resolved, the aggrieved employee, with or without the assistance of the FOP, may appeal the grievance to the Department Head within seven (7) working days from the date the Shift Supervisor signed the grievance form for the Step A answer. A meeting between the Department Head and the aggrieved employee and a FOP representative, if requested by the employee, shall be held within seven (7) working days after referral to the Department Head. If the complaint is not resolved at this meeting, the Department Head shall give his or her written answer within seven (7) working days after the meeting.

### **Step 3.**

If the complaint is not resolved, as provided in Step 2, the aggrieved employee and a FOP representative, if requested by the employee, within seven (7) working days, may appeal the grievance to the City Manager or his or her designee. The City Manager or his or her designee shall schedule a meeting with the aggrieved employee and/or FOP representative within seven (7) working days. A written answer from the City Manager or his or her designee shall be given within seven (7) working days after the meeting.

### **Step 4.**

- A. If the employee grievance is not resolved at Step Three, the aggrieved employee may, with or without FOP assistance, within seven working days after receipt of the Step Three written response submit a written request for arbitration to the City Manager.
- B. In general and/or class grievances, the FOP or the City Manager may request in writing to take the issue or grievance to arbitration.
- C. If the parties fail to mutually agree upon an arbitrator, within fourteen working days after the date of receipt of the arbitrator request, a list of seven (7) qualified neutrals shall be requested from the Federal Mediation Conciliation Service (FMCS) by the City Manager. Within seven working

days after receipt of the list, the parties shall meet and alternately cross out names on the list, and the remaining name will be the arbitrator. A coin shall be tossed to determine who shall cross out the first name.

- D. The hearing on the grievance shall be informal and the rules of evidence shall not apply.
- E. The arbitrator shall not have the power to add to, subtract from, modify, or alter the terms of this Agreement in arriving at a decision of the issue or issues presented, and shall confine his or her decision solely to the interpretation or application of this Agreement. The arbitrator shall not have authority to determine any issues not submitted to him or her.
- F. The decision of the arbitrator shall be final and binding upon the aggrieved employee and/or the FOP and the Employer, insofar as it complies with paragraph E above.
- G. The arbitrator's fee and expenses shall be borne equally by all parties to the arbitration. Travel expenses shall only be paid from the closest business address.
- H. Attendance at any arbitration procedure and the compensation of participants or witnesses shall be the responsibility of the party requesting the participants or the witnesses.
- I. The arbitrator shall be requested to render his or her decision as quickly as possible, but not later than thirty calendar days after the hearing unless additional time is granted for the parties to submit transcripts and/or briefs, in which case the decision shall be rendered within fifteen (15) days of such submissions.
- J. Except as provided herein, upon receipt of the arbitrator's award, corrective action, if any, shall be implemented as soon as possible, but in any event not later than fifteen calendar days after receipt of the arbitrator's decision. If either party appeals the decision to a court of competent jurisdiction, implementation shall be stayed for a period not to exceed sixty (60) calendar days from the arbitrator's decision. The parties agree that any appeal from arbitration shall be filed within twenty (20) calendar days of the date of the arbitration decision. In the event the City appeals any decision concerning the discharge of an employee, liability for back pay and benefits purposes shall run from the date of the arbitrator's decision unless otherwise ordered by the arbitrator or the Court.
- K. Either party to this Agreement desiring transcripts of the arbitration hearing shall be responsible for the cost of such transcripts.

## Section 5. Duty to Obey

Employees who are given orders which they feel to be unjust or contrary to rules and regulations must first obey the order to the best of their ability, and then may file a grievance, as provided in this agreement.

## Section 6. On Duty Time for Grievance Resolution

An employee who has a complaint concerning a violation of this Agreement shall be permitted, with prior approval of the immediate supervisor and consistent with staffing requirements, to take the complaint up with his or her FOP representative during working hours.

## Section 7. Extension of Time Limits

The time limits established in this article may be extended by mutual consent. A grievance not appealed in writing to the next step, as provided in this Article, shall be considered abandoned. A grievance not answered within the time limits as provided for the appropriate management representative at each step shall entitle the grieving party to advance the grievance to the next step.

## Section 8. No Loss of Pay or Benefits

Time spent by FOP representatives on their duty days in discussing and processing grievances, as provided in this Article, shall not result in a loss of earnings or benefits, consistent with the provisions of Section 7 of this Article.

## Section 9. Grievances Involving Discharge

Any grievance involving the discharge of an employee shall be initiated at Step 3 of the grievance procedure within seven (7) working days of the date of discharge.

## Section 10. Grievances Involving Drug Testing

Any grievance involving reasonable suspicion for drug testing under Article 22 shall be initiated at Step 3 of the grievance procedure within seven (7) working days of the date of the test.

## Section 11. Grievances Involving Performance Evaluations

The City's employee performance evaluation processes, inclusive of any and all components whatsoever, as well as any resultant comments, scores or ratings are not subject to the grievance process.

## Section 12. Grievances Involving Discipline other than Discharge

Grievances involving written reprimands and/or suspensions shall be initiated at Step 2 of the grievance procedure within seven (7) working days of the date of the written notice of discipline. Grievances involving oral counselings are not grievable.

## ARTICLE 14. WORK PERIOD AND OVERTIME

### Section 1. Work Period

Departmental management will establish the basic work period and hours of work best suited to meet the needs of the department, and provide superior service to the community.

- A. The basic work period for employees assigned to twelve-hour shifts will be fourteen (14) consecutive calendar days. The 14 day work period shall begin on Wednesday at 12:01 a.m. and end at 12:00 midnight on the second Tuesday. Pursuant to Section 7(k) of the Fair Labor Standards Act, the overtime compensation rate shall be for each hour worked in excess of eighty-four (84) hours in the 14 day work period.
- B. For all other employees not assigned to twelve-hour shifts, the basic work period shall consist of seven (7) consecutive calendar days beginning on Wednesday at 12:01 a.m. and ending at 12:00 midnight the following Tuesday. The overtime compensation rate shall be for each hour worked in excess of forty (40) hours in the 7 day work period.

### Section 2. Overtime

- A. Only hours actually worked in a work period shall be counted in the calculation of entitlement to overtime. Overtime shall be paid at one and one-half times the employee's regular rate of pay as defined by the Fair Labor Standards Act (FLSA).
- B. Personal days, holidays and vacation shall not be counted as hours worked for the purpose of computing overtime.
- C. In the event of a civil emergency, declared by the City Manager as set forth in Section 2, Article 3 of this Agreement, all hours worked outside an employee's assigned schedule shall be compensated at the overtime rate. This provision shall be effective in the pay period after ratification of this Agreement by the bargaining unit.
- D. No other un-worked hours, paid or unpaid, shall be included in the computation unless so specified elsewhere in this Agreement.
- E. The City will maintain overtime records, and will make such information available to the FOP on request.

### Section 3. Off-Duty Response

When an officer, while off duty, responds to a criminal act as required by statute, the officer shall be considered on duty. The officer's entitlement to pay will be determined by the Chief of Police based upon the particular circumstances of the case.

### Section 4. Exchange of Duty

Prior to the start of any scheduled duty time, all members shall have the right to exchange on-duty time, subject to the approval of the appropriate supervisors, who shall not arbitrarily withhold authorization for duty exchange. Upon the exchange of duty, all members actually on-duty shall not suffer any loss of benefits covered by this agreement. The City shall not incur an obligation to pay overtime as a result of a duty exchange.

### Section 5. Secondary Employment

~~As of October 1, 2009 new procedures concerning secondary employment of Police Officers shall be instituted by the City. Police Officers who perform secondary employment duties shall be paid initially at a flat rate of \$35 per hour. Duties occurring on a Holiday and Last Minute secondary employment duties shall be paid an additional \$10 per hour with such rates to be adjusted periodically as outlined below. These hours shall not be counted in the computation of overtime.~~

The following additional measures apply:

- A. Assignment to secondary employment is voluntary. However, an officer who volunteers for an assignment and fails to perform the duty, without sufficient prior notice, may be suspended by the Police Chief from future assignments for up to 90 days.
- B. The City, in its sole discretion, may terminate any or all agreements with third parties secondary employers if there are insufficient volunteers to cover service requirements or if such agreements are no longer consistent with normal Police Department operations.
- C. The secondary employment program shall not be administered in such a manner so as to result in a financial loss to the City. All administrative, insurance, vehicle and any other costs shall be incorporated into the rate setting process for this program.
- D. It is agreed between the parties that hours worked under such secondary employment policy are not considered to be compensation for services



rendered to the City, and thus shall not be included in the definition of Annual Compensation for purposes of the accrual of pension benefits.

- E. The secondary employment rates charged to secondary employers and the hourly rate of pay provided to police employees shall be subject to amendment by the City periodically (but not less than annually) in order to insure that program does not result in a financial loss to the City.
- F. The City shall notify the FOP prior to any change in the rate charged to secondary employers and allow a comment period of no less than 30 days prior to implementation.
- G. The definition of Holiday, as used in this Section, shall be defined as those Holidays specified in Article 16, Section 1.
- H. The definition of Last Minute shall be those duties in which a secondary employer has called the Police Department for service within 72 hours or less of the actual detail date and time.

#### Section 6. Compensatory Time

Members of the bargaining unit who are otherwise qualified for overtime pay, as set forth in Section 2 of this Article, may request conversion of overtime hours to compensatory time off, subject to the following limitations:

- A. Overtime hours may be converted to compensatory time at the rate of one and one half hours of compensatory time for each hour of overtime.
- B. The accrued balance of compensatory time shall not exceed eighty (80) hours. An employee may not accrue more compensatory time than he or she can reasonably use during the fiscal year.
- C. An employee must request conversion of overtime to compensatory time prior to the end of the work period. Once an employee receives payment for overtime, those hours may not be converted.
- D. The Department Head shall have the sole discretion to approve the conversion of overtime to compensatory time, or approve the payment of overtime, depending on the staffing needs of the department.
- E. Accrued compensatory time above thirty (30) hours remaining on September 30<sup>th</sup> of each year the last day of the pay period, immediately prior to the pay period which includes October 1<sup>st</sup> shall be paid out at the employee's regular rate of pay.

- F. An employee who has accrued compensatory hours may request a payout of these hours at his or her regular rate of pay prior to the last day of the pay period, immediately prior to the pay period which includes October 1<sup>st</sup> ~~September 30<sup>th</sup> of each year~~. Such requests shall not be unreasonably denied.
- G. Scheduling of compensatory time off shall be the same as for vacation and Personal Days. An employee shall be permitted to use compensatory time off within a reasonable period of time after making such a request, provided that such use does not unduly disrupt the operations of the Department. Compensatory hours taken as time off shall not be included toward the calculation of the entitlement to overtime.
- H. The following hours shall not be converted to compensatory time:
  - 1. Hours worked for a third party employer under Section 5 of this Article.
  - 2. Hours worked outside an employee's normal shift during a declared civil emergency as set forth in Section 2, Article 3, and Section 2 of this Article.
- I. Accrued compensatory time shall be paid out at the employee's regular rate of pay upon the employee's termination from employment, or on the date prior to the employee's promotion to a position which is exempt from the overtime provisions of the Fair Labor Standards Act.

## Section 7. Daylight Savings Time

The following schedule adjustments shall occur on the date of the time change to or from Daylight Savings Time in the Spring and Fall of each year:

- A. In the Spring of the year, if the assigned shift ends at 0300 or later, the Officer will report to work one hour earlier than usual.
- B. In the Fall of the year, if the assigned shift ends at 0300 or later, the Officer will report to work one hour later than usual.

## ARTICLE 15. PAY PLAN

### Section 1. Wage Policy

- A. Employees shall be paid wages in accordance with the pay plan set forth in this Article and Appendix A-1 of this Agreement which shall become effective with the beginning of the pay period that includes October 1, ~~2015~~ 2018 or the first day of the pay period that immediately follows the date this Agreement is ratified by City Council, whichever is later.
- B. Employees whose hourly rate is the maximum or above, shall not be eligible for any increase in their hourly rate.
- C. Hourly increases may move the hourly rate to the maximum of the pay range but not above the maximum of the pay range.
- D. Any increase in pay set forth in this Article shall not continue as a *status quo benefit* after the expiration of this contract, except that employees shall retain their then current pay.

### Section 2. Step Pay Plan

- A. The minimum pay for an employee is the hourly rate designated for Step A 1 for his or her grade as set forth in Appendices A-1, A-2, and A-3. For grade #300 there shall be a 2.5% difference between each step of the pay plan; for grades #310 and #320 there shall be a 3% difference between steps ~~A-F~~ 1-6 and a 2.5% difference between steps ~~F-P~~ 6-14.
- B. ~~As of the effective date listed above, grade 305, Entry Level Police Officer classification shall be eliminated. Officers currently in this classification shall be placed in the A Step of grade 310, Police Officer.~~
- B. For police officer classifications (grades 310 and 320) the pay plan shall change from a sixteen (16) step letter plan to a fourteen (14) step numerical plan. Steps fifteen (15) and sixteen (16) shall be eliminated. Employees currently in step fifteen (15) or sixteen (16) shall move to step fourteen (14) and receive the hourly rate of pay as outlined below.
- C. Effective with the first day of the pay period that includes October 1, 2015, 2018, or the first day of the pay period that immediately follows the date this Agreement is ratified by City Council, whichever is later, each employee in grade 310 or 320 who is not then-currently at the top step of the pay plan, set forth in Appendix A-1, shall be moved to the next higher step of their pay grade. The rates in Appendix A-1 represent a general wage increase at Step 1, over the rates in effect for September 30, 2018, of five and one-half percent (5.5%) rounded to four decimal places and

~~adjusted to maintain the internal integrity of the pay plan, shall remain or be placed in the step set forth in Appendix A-1 (a). The hourly rates of pay correlate with the steps in Appendix A-1 which are the hourly rates in effect for September 30, 2015.~~

- D. Effective with the first day of the pay period that includes October 1, 2015, 2018, or the first day of the pay period that immediately follows the date this Agreement is ratified by City Council, whichever is later, each employee in grade 300 shall be moved to the next higher step in Appendix A-1 and receive a corresponding increase in his/her hourly wage rate. Appendix A-1 for grade 300 represents a .75 4.5% general wage increase at Step A 1 over the rates in effect for the payroll period prior to September 30, 20152018, rounded to four decimal places and adjusted to maintain the internal integrity of the pay plan.
- E. Any employee in grade 310 or 320 who was already at the top step of the pay grade (old letter P) will receive a lump sum payout equal to five percent (5%) of his/her base hourly wage which was in effect as of the day of the then previous payroll period. Any employee in grade 310 or 320 who was at the old (O) step of the pay grade will receive a lump sum payout equal to two and one-half percent (2.5%) of his/her base hourly wage which was in effect as of the day of the then previous payroll period.
- E.F. Step increases will be payable in years two (2) and three (3) of this Agreement, as outlined in Section 3.

### Section 3. Wage Increases Years Two (2) and Three (3)

- A. Effective with the first day of the pay period that includes October 1, 2016 2019 each employee in grade 310 or 320 who is not then-currently at the top step of the pay plan, set forth in Appendix A-2, shall be moved to the next higher step of their pay grade. The rates in Appendix A-2 represent a general wage increase of two percent (2%) rounded to four decimal places and adjusted to maintain the internal integrity of the pay plan. ~~shall remain or be placed in the step set forth in Appendix A-1 (a). The hourly rates of pay correlate with the steps in Appendix A-1 which are the hourly rates in effect for September 30, 2015.~~

Effective with the first day of the pay period that includes October 1, 2016 2019 each employee in grade 300 shall be moved to the next higher step in Appendix A-2 and receive a corresponding increase in his/her hourly wage rate. Appendix A-2 for grade 300 represents a .75 4.5% general wage increase at Step 1 A over the rates in effect for the payroll period prior to September 30, 2016, 2019, rounded to four decimal places and adjusted to maintain the internal integrity of the pay plan.

Any employee in grade 300, 310, or 320 who is already at the top step of the pay grade will receive a lump sum payout equal to 2.5% of his/her base hourly wage which was in effect as of the day of the then previous payroll period.

- B. Effective with the first day of the pay period that includes October 1, 2017 2020 each employee in grade 310 or 320 who is not then-currently at the top step of the pay plan, set forth in Appendix A-3, shall be moved to the next higher step of their pay grade. The rates in Appendix A-3 represent a general wage increase of two percent (2%) rounded to four decimal places and adjusted to maintain the internal integrity of the pay plan. shall remain or be placed in the step set forth in Appendix A-1 (a). The hourly rates of pay correlate with the steps in Appendix A-1 which are the hourly rates in effect for September 30, 2015.

Effective with the first day of the pay period that includes October 1, 2017 2020 each employee in grade 300 shall be moved to the next higher step in Appendix A-3 A-2 and receive a corresponding increase in his/her hourly wage rate. Appendix A-3 A-2 for grade 300 represents a .75 4.5% general wage increase at Step 1 A over the rates in effect for the payroll period prior to September 30, 2020 2017, rounded to four decimal places and adjusted to maintain the internal integrity of the pay plan.

Any employee in grade 300, 310, or 320 who is already at the top step of the pay grade will receive a lump sum payout equal to 2.5% of his/her base hourly wage which was in effect as of the day of the then previous payroll period.

#### Section 4. New Hires

All newly hired police officers covered by this Agreement shall meet the minimum standards prescribed by the department and the State of Florida. Pay for new hires shall be as follows:

- A. Officers hired by the department who are certified by the State of Florida as law enforcement officers, but have no Florida law enforcement experience, shall be placed in Step 1 A, grade 310 of the officers pay plan.

~~New officers hired after ratification of this contract will be eligible to move to the next higher step on their annual anniversary date provided they have met their probationary period during the term of this Agreement.~~

- B. Officers hired by the department who are certified by the State of Florida as law enforcement officers, and who have Florida law enforcement experience, may be placed in a higher step consistent with their Florida experience. No more than five years credit shall be given and no credit

shall be given for partial years. Officers hired under this section shall not be placed in a step higher than currently employed officers who have an equal or greater number of years of Florida law enforcement experience. For the purpose of this Section, "Florida law enforcement experience" shall mean only full-time employment as a certified law enforcement officer in the state of Florida after successful completion of any required probationary period or periods.

- C. Authority to approve placement above the bottom step, as described in this Section, rests with the Police Chief.

~~Employees newly placed or hired as a Community Compliance Specialist shall have their step level determined in accordance with the City's then current Personnel and Safety Rules and Regulations.~~

#### Section 5. Pay on Promotion

A police officer who is promoted to sergeant during the course of this agreement shall be assigned a classification date the same as the effective date of the promotion. ~~If the officer's last annual evaluation precedes the promotion by more than six months, the officer shall receive his or her merit increase.~~ The officer shall then be placed in the pay grade of a sergeant at a step that provides closest to a 10% pay increase above his or her hourly rate, excluding incentive pay and other additional pays.

#### Section 6. Clothing Allowance

- A. Police officers permanently assigned to Plain Clothes Duty shall receive a supplemental clothing purchase allowance of six hundred dollars (\$600) payable in advance annually. All allowances payable under this Section shall be subject to normal withholding and shall be paid in the pay period that includes October 10th of the relevant contract year.
- B. Any police officer assigned to or reassigned from and/or terminated after October 10<sup>th</sup> of the relevant contract year shall have their annual clothing allowance prorated. Any prorated amount owed the City by reassignment for any reason shall be reimbursed to the City via payroll deductions over a time not to exceed four consecutive payroll periods. Any amount owed to the City due to the termination of an employee will be withheld from the employee's final paycheck.

#### Section 7. Shift Pay

All members who are permanently assigned to a work shift beginning after 12 Noon shall be paid a differential equal to 5% of salary. All members permanently assigned to a shift beginning after 5:00 P.M. shall be paid a differential equal to

10% of their salaries. For purposes of this Section, "permanently assigned" shall mean assignment to a shift for 28 consecutive calendar days or more. Shift differential will not be paid to any employee undergoing FTO training. No employee shall be entitled to receive shift differential while not actually assigned and working on the shift in question.

## Section 8. Line of Duty Judicial Matters

Whenever an officer is subpoenaed, or otherwise directed, to appear for any judicial matter (invest, deposition, court testimony, etc.), either as the arresting officer or the back up officer, he or she shall be compensated as set forth in this Section.

- A. An employee directed to appear while on duty, shall receive pay to which he or she is regularly entitled. When the employee on duty does so for only a portion of the regularly scheduled workday, he or she shall report to the on duty supervisor when excused or released from the judicial matter. The employee must provide the Police Chief with appropriate verification before compensation is approved under this Section.
- B. When an employee is subpoenaed or otherwise required to appear at the State Attorney's office, Public Defender's office, a private attorney's office, or Driver License hearing in a criminal, traffic, or civil case arising from the employee's course of employment at a time outside of his or her scheduled work hours, the employee shall be paid a minimum of two hours, for each non-consecutive appearance or for the actual time worked whichever is greater. All such hours shall be paid at the employee's regular rate of pay and shall be counted as hours worked toward the computation of entitlement to overtime. Travel time to and from such appearances shall not be compensable. However, should one of the appearances listed above occur within the two hours immediately preceding or immediately following the employee's regular work shift, the employee shall be paid any overtime due for the workweek as if the employee's shift began at the beginning of the appearance or ended at the conclusion of the appearance, whichever the case may be.
- C. An officer directed to appear at a time when he or she is not otherwise scheduled to work will place himself or herself on standby with the appropriate agency. It will be the officer's responsibility to check on the status of the case no later than the day prior to the actual appearance date. If the officer is still scheduled to appear, the officer will be placed on standby and will be paid for two hours standby time. In the event the officer actually appears, he or she will be paid two hours standby time and at least one hour of work for time spent in attendance. This paragraph refers solely to appearances for court testimony.

- D. The employee will keep any fees received for mileage expenses received by him or her in connection with the judicial matter.
- E. An employee who is scheduled to appear as set forth in this Section, but does not appear, shall notify his or her supervisor.

#### Section 9. Non-Line of Duty Judicial Matters

Employees attending a judicial matter that is not line of duty shall be compensated as set forth in this Section.

- A. An employee appearing at any non-line of duty judicial matter, voluntarily or otherwise, during his or her off duty time shall not be entitled to compensation.
- B. Employees subpoenaed, or otherwise directed to appear for a judicial matter, as a witness, during his or her scheduled work hours shall be granted time off with pay for the period of the appearance. Travel and other expenses shall be borne by the employee.
- C. An employee who appears at a judicial matter either as the plaintiff or the defendant shall not be compensated for such appearance. Similarly, those employees whose appearance is voluntary shall not be compensated. Such officers may apply for vacation or personal days off, if accrued.

#### Section 10. Special Assignment Pay

Employees performing duties in one of the assignments listed below shall receive assignment pay differential equal to five percent of his or her base pay, provided the assignment is for at least 28 consecutive days. The City Manager may extend this differential to other sworn personnel on assignment to specialized positions of at least 28 consecutive calendar days. No employee shall be entitled to receive the assignment pay described in this Section while not actually assigned and working in the capacity described.

- A. CIS Detective
- B. Vice Detective
- C. Youth Services Officer (includes School Resource Officer)
- D. Professional Standards Officer
- E. Crime Prevention Officer
- F. Training Officer
- G. Traffic Officer (4)
- H. K-9 Officer (3)
- I. Community Redevelopment Policing Unit (CRA) (6)
- J. Habitual Offender Monitoring Enforcement Officer (HOME) (1)



## Section 11. Field Training Officer (FTO) Duty Pay

A police officer who is certified by the department as a Field Training Officer shall receive assignment pay equal to 10 percent of his or her base salary for hours actually worked in an FTO training capacity. This entitlement is limited to only those officers specifically assigned to FTO duties and shall not include officers assigned to other training duties.

## Section 12. K-9 Duty Pay

- A. Employees who are assigned as canine officers shall, in addition to their regular duties, also be credited with five (5) hours of work time per week for time spent in the care and handling of their canine(s). The parties agree that time spent in the care and handling of canine(s) varies on a day-to-day basis but that five (5) hours is the customary and average amount of time spent in such activities by a canine officer per seven day workweek.
- B. Employees who are assigned as canine officers shall normally work seven hours for five days per week on regular duty. On those regular workdays, only canine officers shall also be credited with one hour work time for the activities described in item A, above. Such time shall be based on the canine officer's base rate of pay and shall be at straight time or overtime depending on total hours worked per week.
- C. For those days or weeks where the K-9 officer is on paid leave of any type, leave deductions shall be made in the amount of seven hours per eight hour block of duty up to a maximum of a thirty five hour leave deduction per work week where the officer is assigned as a canine officer.
- D. Advance approval shall be required from the appropriate Police Captain or higher level manager before a canine officer can work any additional overtime in care and maintenance activities.
- E. No work time is to be used by an officer to prepare or train for participation in canine demonstrations or competitions, except as scheduled by the Department in accordance with standard operating procedures established by the Department and approved by the Police Chief. In the sole discretion of the Police Chief, canine officers may be scheduled to attend demonstrations or competitions. Time involved in demonstrations or competitions shall be limited to the officer's regular weekly duty hours unless previously approved in writing by the Police Chief or designee. Due to the scheduling of demonstrations or competitions, hours and/or days of work are subject to adjustment at the discretion of the Department to meet the circumstances at hand.

- F. Assignment and the removal of assignment as a canine officer is the sole prerogative of the Police Chief or designee, and the schedule adjustments described herein shall only be provided during the period of such assignment as authorized by the Police Chief or designee.
- G. All Department Standard Operating Procedures relating to canine use, care, maintenance, and other aspects of the program as established by the Police Chief shall apply.
- H. Food, veterinarian services, flea extermination and other reasonable expenses associated with care of the canine shall be provided to each employee assigned as a canine officer. All expenditures must be approved in advance by the Police Chief or designee.
- I. Notwithstanding the provisions of Section 12.B. above, the Police Chief retains the right to assign overtime or adjust schedules of canine officers as needed for the efficient operation of the Department.

#### Section 13. Acting Supervisor Pay

- A. Whenever a member of the bargaining unit serves as an Acting Sergeant he or she shall be compensated for all hours worked in that capacity at a rate of 5 percent above his or her normal rate of pay. This provision shall not apply to Corporals.
- ~~B. Whenever a Community Compliance Specialist serves as an Acting Community Compliance Supervisor he or she shall be compensated for all hours worked in that capacity at a rate of 5 percent above his or her base rate of pay.~~
- ~~C. B. All acting assignments shall be offered on the basis of qualifications for such assignment in the judgment of Department management.~~

#### Section 14. Corporal Incentive

Officers selected for and assigned to duty as a Corporal as described in Police Department Policy shall receive assignment pay equal to 7% of his or her base pay. No more than ten officers shall be appointed as Corporals. It is further understood that duty as a Corporal is an incentive pay assignment performed by an employee holding the rank of Police Officer and is not a separate pay classification. The City Manager may increase the number of Officers assigned as Corporals for at least 28 consecutive calendar days. No employee shall be entitled to receive the assignment pay described in this Section while not actually assigned and working in the capacity described.

## Section 15. Holiday Pay

Employees shall be entitled to 8 hours of Holiday Pay at their basic hourly rate for each of the observed holidays listed in Article 16 of this agreement. Employees shall not receive pay for an un-worked Holiday which occurs while on an unpaid disciplinary suspension or while on an unpaid leave of absence.

## Section 16. Call Back and Standby Pay

- ~~A. Call back is when an employee is called to return to duty after that employee has completed his/her assigned shift and has left the building.~~
- ~~B. Employees required to work over or who are called in at the beginning of their assigned shift shall not receive call back pay. Advance overtime scheduling, special events, or special details shall not be held to be call back duty.~~
- ~~C. Except as specified in paragraph E. of this Section, employees called back to work shall be paid for the actual time worked, with a minimum guarantee of three (3) hours of work. For pay purposes, actual time starts at the time of notice and ends when the officer returns home.~~
- ~~D. Employees who are placed on standby by the Department Head shall be entitled to 3 hours of Standby Pay at his or her hourly rate of pay. In the event the employee is called to work, the entitlement to Standby Pay shall be converted to Call Back Pay as set forth in this Section. Under no circumstances shall an employee be entitled to both Standby Pay and Call Back Pay. This entitlement shall not apply to officers placed on standby as set forth in Section 8 of this Article.~~
- ~~E. Detectives, traffic homicide investigators, K-9 handlers, Special Weapons and Tactics Team (SWAT), and drug recognition experts, who are called in to work in one of the capacities as listed in this paragraph, shall be paid at the rate of time and a half for all hours actually worked with a three hour minimum. Under no circumstances shall an employee be entitled to both Standby Pay and Call Back Pay (for example: a detective who was placed on standby and then was called in to work as a detective for two hours would receive one hour of Standby Pay and two hours actually worked at time and one half).~~
- A. Any department employee who is called back at the conclusion of his/her assigned shift and who has already left their duty station, or while off duty any employee who is called out to respond to an incident or report for duty, shall be paid for the actual time worked with a minimum guarantee of three (3) hours of work.

1. For pay purposes, work time shall start when the employee is en-route driving to the duty station and reaches the City limits, or as approved by the supervisor if a work related function is being performed while en route.
  2. Work time ends when the employee leaves their duty station and exits the City limits en route home, or as approved by the supervisor if a work related function is being performed while en route.
  3. If a duty station is outside the City limits (ie, hospital, etc.) work time shall begin when en route to the duty station and ends when en route home, as approved by the supervisor and in the spirit of paragraphs 1 and 2 above.
  4. Call Back Pay shall be paid at the rate of time and a half for all hours actually worked with a three (3) hour minimum.
- B. Employees required to work over, or who are called in at the beginning of their assigned shift, shall not receive Call Back Pay. Advance overtime scheduling, special events, or special details shall not be eligible for Call Back Pay.
- C. A standby duty assignment is made by the Chief, or his/her designee, when he or she requires an employee to be available to work due to an urgent situation on his or her off-duty time, which may include nights, weekends, or holidays.
- D. Employees who are placed on standby by the Police Chief, or his/her designee, shall be entitled to three (3) hours of Standby Pay at his or her hourly rate of pay. In the event the employee is called to work, the entitlement to Standby Pay shall be converted to Call Back Pay as set forth in this Section. Under no circumstances shall an employee be entitled to both Standby Pay and Call Back Pay. This entitlement shall not apply to officers placed on standby for Line of Duty Judicial Matters as set forth in this Article.
- E. Under no circumstances shall an employee be entitled to both Call Back Pay and Standby Pay (for example: a detective who was placed on standby and then was called in to work as a detective for two hours would receive one hour of Standby Pay and two hours actually worked of Call Back Pay at time and one-half).
- F. In the event any employee who is on standby duty fails to respond to a call to work, he or she may be subject to disciplinary measures.

## Section 17. Staff and Administrative Meetings

Employees who are required to attend meetings, during their off-duty time, at the direction of the Department Administrator or by department policy shall be paid for a minimum of two hours of work. Pay shall be at the base hourly wage unless the total number of hours worked exceeds 40 during the work week.

## Section 18. Loss or Damage to Personal Property

The City shall reimburse employees for the loss or damage to personal property listed below, provided that the loss or damage occurs in the line of duty. The Police Chief shall require proof of purchase and loss prior to approving reimbursement.

- A. Prescription eyeglasses, contact lenses and hearing aids; reimbursement shall be the actual replacement cost not to exceed \$250 per occurrence.
- B. Watches; reimbursement shall be the actual replacement cost not to exceed \$75 per occurrence.
- C. Sunglasses; reimbursement shall be the actual replacement cost not to exceed \$50 and no more than one time per fiscal year.

## ~~Section 19. Signing Bonus~~

~~Effective on the first day of the payroll period immediately following the date on which this Agreement is ratified by City Council, each bargaining unit member shall receive a one-time pensionable payment in his or her regular paycheck of \$975.~~

## ARTICLE 16. HOLIDAYS, VACATION AND OTHER TIME OFF

### Section 1. Holidays

The legal holidays listed below shall be observed by employees covered under this agreement. Each holiday shall be an eight-hour period and shall be observed on the date shown unless otherwise designated by City Council. Employees will be paid Holiday Pay in accordance with Article 15 of this Agreement.

- A. New Year's Day - January 1
- B. Martin Luther King's Birthday - Third Monday in January
- C. Memorial Day - May 30
- D. Independence Day - July 4
- E. Labor Day - First Monday in September
- F. Veteran's Day - November 11
- G. Thanksgiving Day – Fourth Thursday in November
- H. Friday after Thanksgiving - Last Friday in November
- I. Christmas Eve - December 24
- J. Christmas Day - December 25
- K. Any other day designated as a legal holiday by the City Council.

### Section 2. Stored Holidays

Police officers who are required to work on a holiday, or who have the holiday fall on their scheduled day off may, in lieu of receiving eight (8) hours of additional pay for the holiday, elect to store the extra eight (8) hours of pay for time not-worked. The stored hours can then be used as additional time off at a later date. This Section shall not apply to employees who are scheduled to work on a holiday, but do not work on the holiday for any reason, or employees who only work a portion of their regularly scheduled hours on a holiday.

- A. Holiday time must only be stored in full 8 hour increments and the total amount of stored time shall not exceed a total of 40 hours.
- B. An employee must submit a request to store holiday hours prior to the end of the workweek in which the holiday occurs. Once the employee receives payment for the holiday the hours can no longer be stored.

- C. The Police Chief shall have the sole discretion to approve the storage of holiday time, or to require the payment of the holiday time, depending on the staffing needs of the department.
- D. Scheduling for the use of previously stored holiday hours shall be the same as for vacation and personal days. An employee shall be permitted to use stored time within a reasonable period of time after making such a request, provided that such use does not unduly disrupt the operations of the Department. Stored holiday hours taken as time off shall not be included toward the calculation of the entitlement to overtime.
- E. Stored but unused holiday time shall be paid out at the employee's then current straight time hourly rate of pay upon the employee's termination from employment, or on the date prior to the employee's promotion to a higher classification.

### Section 3. Personal Days

On the first day of the pay period which includes October 1<sup>st</sup> of each year, each employee will be entitled to, in addition to City Holidays, two (2) eight hour Personal Days. The Personal Day may be used at the discretion of the employee subject to the following provisions:

- A. Personal Days shall not accrue, that is, days not taken by the last day of the pay period, immediately prior to the pay period which includes October 1<sup>st</sup> September 30 of each year shall not be carried forward to the next year. Additionally, Personal Days shall not be subject to cash payout or conversion to annual or sick leave.
- B. Personal Days shall be paid at the rate of 8 hours at the employee's base pay.
- C. The use of a Personal Day shall be subject to the same scheduling procedures as described for vacation in Section 4 of this Article.
- D. Employees hired after October 1<sup>st</sup> of each year shall be credited with Personal hours as follows:

<b>Hire Month</b>	<b>Personal Hours</b>
October through December	16
January through March	8
April through June	4
After June	0

#### Section 4. Annual Leave (Vacation Leave)

- A. The purpose of vacation time is to enable the employee to enjoy periodic rest from his or her regular job so that he or she may return to his or her work mentally and physically refreshed.
- B. Vacation with pay shall be granted to all covered employees who have completed six (6) months of service.
- C. Employees shall be paid for any unused vacation up to a maximum of 200 hours when they leave City employment. However, employees who reach eligibility for a Normal Retirement prior to the effective date of this Agreement shall retain the option to "cash in" up to a maximum of 200 accrued but unused vacation hours upon their entry into the DROP.
- D. Covered employees who have completed six months of service shall accrue annual vacation according to the table below. Vacation shall accrue only for whole months and partial months of 15 days or more.

##### 1. Accrual Rates:

**Vacation Hours Accrual Chart**

<b>Years Service</b>	<b>Monthly Accrual</b>	<b>Annual Accrual</b>
0 to 5	9.08	108.96
6	9.76	117.12
7	10.42	125.04
8	11.24	134.88
9	11.90	142.80
10 to 14	12.72	152.64
15 to 19	14.06	168.72
20 or more	16.06	192.72



2. An employee may accrue up to a maximum of 240 hours of unused vacation at any one time. During the payroll period in which vacation accruals are credited, all hours in excess of the maximum shall be liquidated. Since vacation time is accrued on the 15<sup>th</sup> of each month, for employees who are approaching the maximum balance, time shall be scheduled off in accordance with the provisions of Section 4 and taken in the pay period prior to the pay period that includes the 15<sup>th</sup>. Hours used during the pay period which includes the 15<sup>th</sup> of the month will not reduce the balance before the new accrual is earned.
- E. When hired, an employee shall earn a full month's leave provided he or she started before the fifteenth (15<sup>th</sup>) of the month. No leave shall accrue for less than fifteen (15) days per month worked.
- F. All vacations must be scheduled in advance with the supervisor and approved by the Department Head or designee. Preference will be given to employees with the greatest classification seniority; however, once approved by the supervisor, a junior officer's vacation will not be rescheduled. Vacation requests must be for at least one hour and in 15-minute increments thereafter.
- G. No employee shall be permitted to work at the Department during his or her vacation for additional pay. However, an employee who is on an approved vacation or Personal Day may perform duties for a third party employer, as set forth in Section 5, Article 14 (Basic Workweek and Overtime), provided the employee does not perform such work during hours when he or she would normally have been scheduled for duty with the Police Department.
- H. Employees becoming ill for three (3) days or more while on vacation may use sick time for such period of illness, provided a medical certificate to support such illness is presented to the Department Head or designee upon the employee's return to work. Upon the approval of the Department Head or designee, any lost vacation will be credited to the Employee's vacation leave account.
- I. Vacation shall not accrue during any absence of thirty (30) days or more, whether paid or unpaid.

## Section 5. Jury Duty

Employees attending court for jury duty during their normal working hours shall receive full pay equal to their normal work schedule for the hours they attend in court. This time shall be charged as administrative leave with pay.

- A. Employees called for jury duty shall promptly notify their immediate supervisor so that arrangements can be made for their absence from work.
- B. Employees who are on jury duty for only a portion of a regular scheduled workday are expected to report to their supervisor when excused or released by the court.
- C. Time spent in court for jury duty is the actual time required to report, as scheduled in writing on the subpoena, until released by the judge or other officer of the court.
- D. Employees on jury duty while on scheduled vacation may be allowed to reinstate vacation hours served on jury duty if they provide satisfactory evidence of the time served on such duty to the Department Head or designee.
- E. In the event a holiday occurs during the period of jury duty, the employee shall receive pay for such holiday as holiday pay.
- F. The employee shall provide the Department Head or designee with proof of jury duty service before compensation is approved.
- G. Employees serving on jury duty will be granted administrative leave with pay and will be required to turn over to the City any monies received from the court except per diem and travel expenses.

#### Section 6. Voting Time

An employee who is required to work during the entire period the voting polls are open will be granted adequate time off, with pay, in which to exercise his or her right to vote.

#### Section 7. Bereavement and Funeral Leave

All regular full-time employees may be granted bereavement or funeral leave, as outlined below, upon the death of an immediate family member or relative as defined in this Section.

##### Bereavement Leave:

- A. For the death of an immediate family member the employee shall be granted up to a total of forty (40) hours of paid bereavement leave, whether the death occurred in-state or out-of-state.

1. All bereavement leave must be taken on consecutive scheduled duty days and completed within fifteen (15) days of the date of death.
2. Immediate family member is defined as an employee's spouse or domestic partner, child (including step or adopted), parent (including a step parent or person who served in loco parentis prior to the employee's eighteenth birthday) or sibling (including step, half or adopted).

Funeral Leave:

- B. For the in-state death of a relative the employee shall be granted up to a total of twenty-four (24) hours of paid funeral leave in order to prepare for and attend the funeral or memorial service. For the out-of-state death of a relative the employee shall be granted up to a total of forty (40) hours of paid funeral leave to travel, prepare for and attend the funeral or memorial service.
  1. Funeral leave must be taken on consecutive scheduled duty days, completed within fifteen (15) days of the date of death, and at least one day must be the day of the funeral or memorial service.
  2. If the employee does not attend the funeral or memorial service, the paid funeral leave benefit is not applicable. Paid bereavement leave may not be taken for a relative.
  3. Relative is defined as the employee's grandchild, parents-in-law, grandparents, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunts, uncles, nieces, and nephews.
- C. Before compensation for bereavement or funeral leave can be approved, the employee shall properly complete the appropriate leave request form and attach proof of the death. Such proof shall be in the form of a newspaper source, Certificate of Death, or other certification by a competent professional source. In the case of funeral leave in excess of 24 hours for the death of an out-of-state relative, proof of out of state travel is also required.
- D. Employees who work a ten (10) hour schedule may request permission to utilize accrued compensatory, stored holiday, personal or vacation hours if additional time off is needed.
- E. The term domestic partner as used in this Article means a person with whom the employee has shared a primary residence continuously for at least the past six months and who is not related by blood; who is not

legally married to another person; and who has entered into a relationship with the employee which is the functional equivalent of marriage (ie. intimacy, fidelity, mutual support, joint responsibility for each other's welfare and the necessities of life).

- F. If the death of a person listed in this Article, occurs while the employee is on vacation, the appropriate number of vacation days may be converted to bereavement or funeral leave if requested by the employee and the necessary documentation is provided.

## Section 8. Military Leave

It is the intent of this Section to provide City employees with the entitlements and protections required by Florida Statutes and the Uniformed Services Employment and Reemployment Rights Act (USERRA) regarding leaves of absence for military training and active duty assignments.

- A. Employees covered by this agreement who are commissioned Reserve Officers or Reserve enlisted personnel in the United States military or naval service or members of the Florida State National Guard, shall be entitled to leave of absence from their respective duties for such time as they are ordered to military service or training in accordance with state and federal statute as follows:
  - 1. Periods of active or inactive duty for training, for up to 240 working hours during a calendar year, shall be without loss of pay or benefits. One day shall mean a regularly scheduled shift of 12 hours or less. Employees who are required to attend additional military training may be granted up to three days of additional paid time off per occurrence at the sole discretion of the Department Head. Employees who voluntarily attend additional military training shall not be granted paid leave in excess of the 240 working hours.
  - 2. Federal or state active duty, under which the employee qualifies for benefits of the Uniformed Services Employment and Reemployment Rights Act (USERRA) shall be without loss of pay for the first 30 calendar days of the active duty tour. Benefits will accrue during active duty leaves of absence as required by the Uniformed Service Employment and Reemployment Rights Act or other statute.
- B. The employee shall be required to submit an order or statement from the appropriate military commander as evidence of any such duty and order or statement must accompany the formal request for military leave unless such order or statement is not available or is otherwise restricted by law, in which case the employee shall give oral notice.

- C. On written application by an employee, the Department Head shall grant a military leave of absence without pay to such employees in order to allow them to enter the military service of the United States in any of its branches for the initial period of enlistment.
- D. Such leave of absence shall continue during the entire period of initial enlistment, but failure to return to work within the time provided by law after the term of initial enlistment is up shall result in forfeiture of the employee's right to reinstatement unless the term of service is involuntarily extended.
- E. No annual leave or sick leave shall be accrued while an employee is on such a military leave of absence of 30 calendar days or more.
- F. Any such employee receiving military leave of absence with or without pay shall be entitled to return to the position in the department he or she was in at the time the leave of absence is terminated, or to such position of like seniority, status and pay, in another department.
- G. Such return by an employee from military leave is contingent on the employee presenting a certificate of satisfactory completion of training and service and that the employee is able to resume the duties of his or her position, with or without reasonable accommodation.
- H. Such return to the City's service must be made through application for reinstatement within ninety (90) days after said person is relieved from military duty, unless a longer period of time is allowed by law.
- I. Upon being returned to said position or like position, said employee may be required to submit to an examination to establish the fact that he or she is physically and mentally capable of performing the duties of said position.
- J. If he or she is found not to be qualified to perform the duties of his or her position by reason of disability sustained during military service, but is qualified to perform the duties of any other position in the City, he or she may be restored to such other vacant position, even if said position is in a different classification, and he or she shall be granted like seniority, status and pay, or the nearest approximation thereto, consistent with the circumstances of the case.
- K. The most recent employee hired into the department in which the military returnee is reinstated into shall be construed to be the employee who was hired to fill the position vacated by the employee to whom military leave of absence was granted.

- L. The name of the person displaced shall be restored to the eligibility file in accordance with seniority and efficiency rating if the probationary period has been completed.

#### Section 9. Administrative Leave

Employees may be placed on administrative leave with pay upon the recommendation of the Department Head and approval by the City Manager. While on administrative leave, employees shall be entitled to their regular pay and benefits. The purpose of Administrative leave is:

- A. To attend professional conferences, seminars to training not required by the City but that enhance the employee's service to the City. However, travel and other expenses incurred, if any, while on administrative leave shall be borne by the employee.
- B. When the employee is under investigation for misconduct or in other circumstances in which continued active service would not be advantageous to the City. In such instances the Department Head may require the employee to be available or report daily by telephone or in person.

#### Section 10. Unpaid Leaves of Absence

Employees who are not eligible for paid absences under this Agreement or any other City program may request unpaid leave as follows:

- A. The Department Head may approve unpaid leaves of less than 30 days.
- B. Absences of 30 days or longer shall require the approval of the City Manager.
- C. In considering requests for unpaid absences, the approving official shall take into account the basis for the request. However, the needs of the department shall take precedence.

#### Section 11. Annual Evaluation Personal Hours

Bargaining unit employees who have completed more than 5 years of seniority as a sworn City of Pinellas Park police officer or ~~as a City Community Compliance Specialist~~, as of their evaluation due date, and who receive a rating of "Outstanding" on their annual performance evaluation form, shall be granted 8 hours of paid time off subject to the following conditions.

- A. Annual Evaluation Personal Hours shall not accrue, that is, hours not taken by the last day of the pay period, immediately prior to the pay period which includes October 1<sup>st</sup> ~~September 30~~ of each year shall not be carried forward to the next year except as outlined in this section. Additionally, such hours shall not be subject to cash payout or conversion to annual or sick leave.
- B. Annual Evaluation Personal Hours shall be paid at the employee's base pay rate.
- C. The use of Annual Evaluation Personal Hours shall be subject to the same scheduling procedures described for vacation hours, however, in no case shall an employee be granted the use of such hours when it would result in the payment of overtime to him/herself or to any another employee.
- D. An employee whose performance evaluation due date falls within the last month of a fiscal year shall be granted a one month grace period into the next fiscal year in order to be able to use his/her Annual Performance Evaluation Hours.
- E. The City in its sole discretion retains the right to modify the terms, conditions, ratings, forms, and all other components of the performance evaluation system or eliminate the system in its entirety at any time without consulting the bargaining unit or bargaining over the impact. Therefore, it is agreed that the granting of Annual Evaluation Personal Hours in this section does not confer an obligation upon the City to continue to provide such benefit for bargaining unit employees into the future.

## ARTICLE 17. TIME OFF FOR ILLNESS OR INJURY

### Section 1. Family and Medical Leave Act

Under the federal Family and Medical Leave Act (FMLA) eligible employees are allowed up to twelve weeks of unpaid, job-protected leave within a twelve month period.

- A. City policies and procedures for the implementation of the Act are contained in the City Personnel and Safety Rules and Regulations.
- B. Although leave under the FMLA is unpaid, the City shall require, as permitted under federal law, that employees take paid leave (sick leave, vacation, disability leave, Workers' Compensation time off, etc.) concurrently with approved FMLA leave, if available and as provided for in this agreement.

### Section 2. Sick Leave

The City provides sick leave as a protection for covered employees against loss of income sustained because of illness or injury. Sick leave is not a right which employees may use at their discretion, and should be used only in cases of actual personal sickness, disability, or as otherwise outlined in this agreement. Employees are encouraged to conserve sick leave to meet serious illness situations.

- A. On the first day of the pay period which includes October 1, of each year of this agreement all regular full-time employees will be credited with ninety-six (96) hours of sick leave. These ninety-six hours will be the total amount of sick leave available to the employee during that fiscal year unless a serious illness or injury necessitates participation in the Short Term Disability program. Employees not employed as of October 1, of each year of this agreement shall be credited with a pro-rated amount of 96 hours of sick leave.
- B. Employees may use sick leave for absences from work due to:
  - 1. Personal illness, injury or disability.
  - 2. Medical, dental or optical treatment which is necessary during working hours, verified by a doctor's statement when requested.
  - 3. Quarantine due to exposure to contagious disease.



4. Employees may use sick leave to care for a sick family member. Family member is defined as a spouse, child (natural, adopted, or step) or parent (natural, adoptive, step or loco parentis).
  5. Employees newly hired to City employment shall be permitted to utilize no more than 24 hours of their original allotment of paid sick time hours during their first six months of employment. However, in extenuating circumstances, 16 hours of additional paid time off may be authorized by the Police Chief or Department Head upon receipt of a written request from the employee explaining the circumstances surrounding the request.
- C. An employee incapacitated and unable to work shall notify the on-duty supervisor at least one (1) hour prior to the start of his or her shift, giving reasons for absence and expected period of absence. Failure to give the required notice shall disqualify the employee from using sick leave or otherwise being compensated for his or her absence. If the employee's illness or injury precludes notification, the Department Head may waive this requirement. The Department Head may require a doctor's certification before granting sick leave if the circumstances surrounding the illness are questionable. A doctor's certification shall be required prior to any hours of sick leave being paid for a period of absence once an employee has given notice of his or her resignation or has applied for retirement (this clause does not include notice of entry into the DROP).
- D. Any hours remaining of the employees ninety-six (96) hours on the last day of the pay period, immediately prior to the pay period which includes October 1<sup>st</sup> ~~at the end of the fiscal year~~ will be paid out as follows:
1. An employee who has used time under the Short Term Disability program during the fiscal year will be paid for 1/3 of his or her remaining sick leave hours at the hourly rate of pay.
  2. An employee who has not used time under the Short Term Disability program during the fiscal year will be paid for 1/2 of his or her remaining sick leave hours at the hourly rate of pay.
  3. All employees who were participating in the sick leave plan offered by the employer as of September 30, 1985, shall have the benefit of whatever balances they enjoyed in the sick leave plan as of that date pursuant to the terms set forth in the contract which was in existence between October 1, 1985, and September 30, 1987.
- E. In the event of an employee's death, exiting the DROP, or on the employee's Normal Retirement (not including entry into the DROP) as defined in Chapter 17, City Code of Ordinances, during or after the second

quarter of any fiscal year all accrued but unused hours of sick leave for that fiscal year will be paid out as set forth in paragraph D. above. Employees who take Normal Retirement, or who exit DROP in the first quarter of any fiscal year, shall be paid out as set forth in paragraph D above, but only up to a maximum of 30 hours payout.

- F. Employees who reach eligibility for Normal Retirement prior to the effective date of this Agreement shall retain the option to "cash in" their accrued but unused sick hours upon entry into the DROP, in accordance with the hour limitations set forth in paragraphs D. and E. above.

### Section 3. Workers' Compensation

The City shall, through self insurance or the purchase of a commercial insurance product, provide for the compensation of employees covered by this Agreement who are injured in the line of duty in accordance with Florida Workers' Compensation law, FS 440.

- A. The City program is intended to liberalize the benefits of FS 440 but shall in all cases meet the minimum requirements thereof. Disability wage payments under the City's insurance program shall commence after the seventh day of an approved absence.
- B. An injury shall be considered to have been incurred in the line of duty only if such injury is a compensable injury under the Florida Workers' Compensation Law.
- C. The City's physician, in accordance with the Workers' Compensation Law, shall determine the length of time off under this program.
- D. The City, at its sole discretion, retains the right to offer an employee who sustains an in line of duty illness or injury a temporary light duty or modified duty assignment for a period which may be less than, but in any case shall not exceed six months. Such duty shall be in accordance with the restrictions set forth by the authorized treating physician. While there is no employee entitlement to light or modified duty, an employee who is offered such a temporary duty assignment and declines shall not be compensated for time off under this program. Employees who accept a temporary light or modified duty shall be paid their base hourly rate of pay and incentive pays for all hours worked.
- E. When combined, an employee's use of Workers' Compensation Disability Leave and/or the performance of duties in a temporary light or modified duty capacity arising out of the same medical condition, shall not exceed six months. However, in the case where an employee has been maliciously or intentionally injured in the course and scope of employment

this six month maximum period may be extended, with the approval of the City Manager in 30 day increments, for up to six additional months and only if the employee provides medical documentation signed by his/her assigned Workers' Compensation physician in which the physician opines that the employee will be fit to return to full duty status within such six month period.

- F. If the illness or injury requires an absence of more than seven days, the City's insurance coverage shall provide wage replacement of up to  $66 \frac{2}{3}$  of the employee's average weekly wage calculated in accordance with and subject to the limitations of FS 440.
- G. Any base wages and incentive pay not covered by the City's insurance program for a period of absence due to an illness or injury compensable under FS 440 shall be paid by the City directly to the employee for a period not to exceed the following: six months, until the employee reaches maximum medical improvement, until the employee qualifies for Social Security disability, or until the employee qualifies for retirement disability, whichever comes first.
- H. In no case shall the City pay any amount under this program which would, when combined with disability payments, part-time wages or earned income from any other source and paid to the employee, result in the employee receiving an amount greater than that employee's appropriate City base wage amount or the amount required by FS 440, whichever is greater. The City shall have the right to recover third party damages.
- I. As set forth in FS 440.09(5), if an employee's Workers' Compensation injury is caused by the knowing refusal by the employee to use a safety appliance or observe a safety rule required by state statute, or if the injury is caused by the knowing refusal by the employee to use a safety appliance provided by the City, such employee's disability payments as outlined in this Section may be reduced by twenty-five (25) percent.
- J. In order to be eligible for the liberalization of FS 440 Workers' Compensation benefits as set forth in this Section, an injured employee must comply with all administrative, procedural and documentation requirements of FS 440, the City's insurance provider or claims agent, and fully cooperate with those persons who are responsible for investigating, administering, or providing treatment under such injury claim.
- K. With respect to paragraph I, above, no employee with a compensable illness or injury shall be denied the liberalized benefits provided by this section based on the refusal to provide irrelevant personal information as a part of the workers' compensation claim investigation.

#### Section 4. Short Term Disability

The City shall provide Short Term Disability coverage for all employees of the bargaining unit as otherwise set forth in the Short Term Disability Plan Document except that the rate of pay will be 70% of the employee's base pay as set forth on the attached pay tables for all hours of Short Term Disability.

- A. For any period of Disability covered by the Family Medical Leave Act, the employee shall have the option to request to use any sick, personal, or vacation hours (in that order) to receive up to 100% of his/her base wages for the payroll period.
- B. Following the expiration of the FMLA leave period, the employee shall be required to use any accrued sick, personal, or vacation hours (in that order) to supplement for any unpaid Disability hours, until such accruals are exhausted.
- C. The City, at its sole discretion, retains the right to offer an employee who sustains a non-line of duty medical condition, illness, or injury a temporary light duty or modified duty assignment for a period, which may be less than, but in any case shall not exceed six months, except in the case of pregnancy. Such duty shall be in accord with the restrictions set forth by the authorized treating physician.
- D. When combined, an employee's use of Short Term Disability Leave and/or the performance of duties in a temporary light or modified duty capacity arising out of the same medical condition, shall not exceed six months except as noted for pregnancy above.

#### Section 5. Misuse of Leave

Employees who utilize the medical leave programs set forth in this Article due to their own injury or illness are expected to be found at their home (or the home of a caretaker such as a significant other or relative), physician's office, pharmacy, hospital, or en route to one or the other of these locations. An employee authorized to be absent from work for medical reasons shall not engage in any recreational, travel, or work activities except upon receiving prior approval from his/her physician and the Department Head or her/his designee. An employee absent from work for medical reasons is not permitted to engage in any activities which are contrary to his or her medical restrictions. Abuse of medical leave privileges shall constitute grounds for disciplinary action.

## ARTICLE 18. PENSION

### Section 1. Applicability

Members of the bargaining unit who are full-time law enforcement officers as set forth in Florida Statute will be members of the Police Officers' Pension Plan, except that members who have entered the Deferred Retirement Option Program (DROP) shall be considered retired for all purposes of the plan.

### Section 2. Plan Changes

The City shall, effective no later than the beginning of the payroll period which includes October 1, ~~2016~~ 2018 or as soon thereafter as is reasonably possible, amend Chapter 17, City Code of Ordinances as it pertains to the Police Officers' Pension Fund to accomplish the following:

~~Members who are eligible for Normal Retirement entering the DROP Program on or after October 1, 2016 shall be allowed to participate in the DROP Program for a maximum DROP calculation period of three years. This provision does not affect members who were eligible for Normal Retirement as of September 18, 2013, and who are instead governed by Section 17-428 paragraph L of the Code of Ordinances.~~

Members who are eligible for Normal Retirement entering the DROP Program on or after October 1, ~~2016~~ 2018 shall have the accumulated value of their DROP balance debited or credited, as the case may be, in an amount equal to the net return experienced by the Fund, with a maximum debit or credit of ~~.75~~ one percent (1%) quarterly, with such returns to be computed quarterly. This provision does not affect members who were eligible for Normal Retirement as of September 18, 2013, and who are instead governed by Section 17-428 paragraph L of the Code of Ordinances.

### Section 3. Agreement of the Parties

The parties agree that the provisions of this Article are conditioned upon the agreement to these changes by both FOP bargaining units as stated below. The parties further agree that the provisions of this Article are conditioned upon the acceptance of these changes by the Florida Division of Retirement as being compliant with the requirements of FS 185 as stated below. In the event that these amendments, or any portion thereof, are not accepted by both of the two police bargaining units, and/or by the Florida Division of Retirement, the City may reopen the terms of this Article in its entirety for renegotiation.

#### Section 4. Mutual Consent

Pursuant to Florida Statutes 185.35, FOP and the City reached mutual consent and agree how the state premium tax monies are utilized through a police Share Program in accordance with Article IV – Retirement Systems for Police Officers, Section 17-429, Supplemental Share Program.

This mutual consent will continue until modified or revoked by a subsequent mutual consent, and will remain in place until the City (plan sponsor), and the collective bargaining representative (currently FOP), or, if none, a majority of the police pension plan members, mutually consent to change or revoke this consent.

## ARTICLE 19. INSURANCE

### Section 1. Health Insurance

The City agrees to continue to provide, during the term of this Agreement, a group health plan, either through an insurance carrier or self insurance and some type of employee assistance program. The parties agree that the City will have the unilateral right to determine the plan administrator, carrier, deductible, and other terms and conditions of any health plan or employee assistance program to be provided for employees at the City's expense. The parties further acknowledge that from time to time it may be necessary for the City to alter the terms and conditions of such policies, including but not limited to the deductible, the carrier, the plan administrator, and particular coverage. However, the City will, before any change is deemed appropriate, consult the Union prior to making its decision, not to bargain, but to inform the Union of its intention and to solicit suggestions from the Union. The City also agrees that it will at all times attempt to provide the highest level of benefits available while at the same time minimizing the cost to the City.

### Section 2. Payment of Premiums

- A. The entire cost of the Employee Assistance Program shall be borne by the City. Employees shall become eligible for coverage under the City's group insurance plans on the first day of the month following the month in which they complete 60 days of City service.
- B. For the period of April 1, 2016 2018 through March 31, 2017, 2019, the monthly contribution rates for the purchase of the City-sponsored group health plan shall be as set forth below:

Tier	City	Employee
Employee Only	<del>-\$ 527.96</del> <u>563.09</u>	<del>-\$ 80.99</del> <u>87.08</u>
Employee Plus One	<del>-\$1,054.84</del> <u>1,128.89</u>	<del>-\$ 228.89</del> <u>241.73</u>
Employee Plus Family	<del>-\$1,462.37</del> <u>1,566.05</u>	<del>-\$ 334.69</del> <u>352.67</u>

### Section 3. Life Insurance

The City shall purchase and maintain in force during the course of this contract, a life insurance policy for each employee equal to the employee's annual base pay, except that the value of the policy shall not exceed fifty thousand dollars (\$50,000).

#### Section 4. Flexible Spending Account

Recognizing the out of pocket health insurance costs incurred by employees, the Human Resources Department shall explore the feasibility of establishing a Flexible Spending Account (FSA), or a similar program. The City shall have the unilateral right to determine the terms, conditions, eligibility, and benefit program amounts in compliance with governing Federal Guidelines.

#### Section 5. Wellness

Recognizing the value of maintaining a healthy workforce, both the Human Resources Department, and the Police Department's wellness committee representatives shall meet to explore the opportunities available to establish a physical fitness program during the first year of this contract.



## **ARTICLE 20. USE OF CITY FACILITIES**

### **Section 1. City Pool**

The City shall provide free admission to the City pool for employees, their spouses and any children living in the same household. Such admission shall be free seven days a week, when the pool is open, except for organized programs or classes held at the pool, which shall be available to employees to the same extent as the public.

### **Section 2. Library Card**

All full-time employees who are not residents of the City will be issued, upon request, a City library card. Upon termination from employment with the City the card must be returned to the City.

### **Section 3. City Recreation Centers**

Employees may obtain, at no cost, membership cards for the Forbes and Broderick Park recreation centers. Membership shall entitle employees to use these facilities, except for special programs, free of charge. Spouses and children of an employee who live in the employee's household shall be entitled to join recreation centers on the same basis as citizens.

## ARTICLE 21. EDUCATION AND TRAINING

### Section 1. Policy

It shall be the policy of the City to encourage all employees to pursue higher education and training in order to enhance their abilities in their current position and to increase their potential for advancement within the City.

Training and increased education attainment, although encouraged, will not interfere or diminish the number of personnel on duty to the point which would have an adverse effect on the service provided to the citizens of the community.

### Section 2. In-Service Training

Shall be defined as training, approved and directed by the Department Head, which can be expected to have a direct and immediate bearing on the ability of the employee to carry out and keep current with the requirements of the position.

- A. The City will pay for registration, cost of supplies and/or instructional materials required for In-service Training.
- B. If said In-service training is being conducted outside Pinellas County the City shall also reimburse for travel and per diem at the City's current rates.
- C. An employee who participates in In-service training, and who leaves City employment within six (6) months, shall reimburse the City for the cost of tuition, fees, registration, and all other costs except travel and per diem.
- D. Employees who attend training courses required by the Florida Department of Law Enforcement in order to maintain certification as a law enforcement officer shall be exempt from the requirement to reimburse the City for the cost of training.

### Section 3. Continuing Education

A tuition reimbursement program for degree seeking employees will be made available to members of the bargaining unit during the term of this Agreement. Such tuition reimbursement program shall be a citywide administrative program, the terms and conditions of which shall not be subject to further collective bargaining or to the grievance process. The City reserves the right, in its sole discretion, to discontinue the tuition reimbursement program for any future fiscal year based on City operational funding priorities.

#### Section 4. Firearms Proficiency

Each certified police employee will be required to maintain firearms proficiency in accordance with the standards established by the Florida State Criminal Justice Standards and Training Commission. Employees covered by this section shall fire a 75% firearms qualification score in 50% (percent) of their qualification attempts to remain eligible to carry a firearm. Employees shall fire for qualification at least annually. Any ammunition required to qualify shall be furnished by the City. Failure to qualify as outlined above shall result in the following remedial firearms training:

- A. The employee shall be given a firearms training class of at least four (4) hours plus an additional four (4) hour firearms practice session. The employee will be retested for qualification within 15 days of his or her failure to qualify.
- B. In the event the employee fails to qualify after the initial eight (8) hours of remedial training, the employee shall be retested for qualification within 15 days. During this time, the City will provide four (4) additional hours of training to enable the employee to meet this requirement.
- C. In the event the employee fails to qualify after the twelve (12) hours of remedial training outlined in A and B above, the employee will be temporarily placed in a non-sworn position. The Police Chief may take appropriate action for loss of firearms qualification to include reclassification, demotion or termination.

## **ARTICLE 22. DRUG POLICY AND TESTING**

### **Section 1. Designation**

Effective October 1, 2004, the City of Pinellas Park will implement a Drug Free Workplace program in accordance with Florida statutes 112.0455 (Drug Free Workplace Act) and 440.102 (Workers' Compensation), and the Code of Federal Regulations Parts 40 and 382 (Commercial Drivers' License).

### **Section 2. Policy**

City policy is set forth in the Drug and Alcohol Policy dated October 1, 2004, including any approved amendments thereto and which is incorporated herein by reference. This Policy shall continuously comply with Florida Statutes as such may be amended from time to time.

### **Section 3. Zero Tolerance**

In addition to the consequences of a positive drug or alcohol test which are described in the City's written Drug and Alcohol Policy, the City and the FOP agree to a zero tolerance policy regarding the on-duty possession or use of alcohol, illegal drugs, or prescription drugs which were not legally prescribed for the employee. The possession or presence of any detectable level of these substances in the system of any on-duty employee shall be cause for immediate discharge.

### **Section 4. Post Accident Testing**

The City's Risk Management Director may, after reviewing the circumstances of an accident, waive post accident drug and alcohol testing, provided reasonable suspicion, as set forth in the City Drug and Alcohol policy, does not exist.

## ARTICLE 23. TOBACCO PRODUCTS

### Section 1. Policy

Because of the documented scientific proof of the dangers of smoking and other uses of tobacco products, it is the policy of the City to discourage all employees from the use of such products.

### Section 2. Use of Tobacco Products

Any Police Officer hired after October 1, 1989 shall not smoke or use tobacco products in any way on or off duty. ~~Community Compliance Specialists shall not smoke or use tobacco products in any way while on duty.~~ Violation of this Article shall be just cause for disciplinary action, the first occurrence of which during a twenty-four (24) month period will be a Group 1 offense with a minimum penalty of a written reprimand. A second violation of this Article within a 24 month period shall be a Group 2 offense. An employee who violates this Article shall be referred to the City's EAP provider and be required to undergo random nicotine testing for six months following the date of the disciplinary action.

Although the discipline shall be subject to the grievance and arbitration procedure, once it is determined that use has occurred, then an arbitrator shall have no authority to lessen or otherwise alter the punishment.

### Section 3. Prohibited Products

For purposes of this Article, "use" shall include smoking of e-cigarettes, cigarettes, pipes, or cigars, as well as the use of snuff and chewing tobacco or any other use of tobacco products which involves the intentional inhalation of smoke, or the chewing, ingestion, or other use of tobacco.

## **ARTICLE 24. EMPLOYEE RIGHTS AND DISCIPLINE**

### **Section 1. Representation**

An employee covered by this Agreement shall have the right of Union representation when summoned to a meeting with management and the employee reasonably expects that the meeting could result in disciplinary action against him or her. An employee who wishes to exercise the right of representation is responsible for notifying Union officials of the date, time and location of the meeting.

### **Section 2. Police Officer Bill of Rights**

Any inquiry or investigation into allegations of employee misconduct shall be in compliance with FS 112.532 and 112.533 (Police Officer Bill of Rights), as applicable.

### **Section 3. Disciplinary Measures**

- A. Disciplinary measures for employees who have completed their initial period of probation shall be imposed only for just cause, be reasonably related to a business interest of the City, and administered with appropriate due process as prescribed in the City Personnel and Safety Rules and Regulations.
- B. In the event an employee receives a disciplinary suspension without pay, each day of the suspension shall be equal to eight hours.

## **ARTICLE 25. USE OF CITY ELECTRONIC SYSTEMS**

### **Section 1. Official Use of Equipment**

Electronic systems provided by the City are for the conduct of official City business. Use of the City telephone system for occasional personal calls is permitted so long as this practice does not interfere with productivity or efficiency. However, such use shall be at no cost to the City and the employee shall have no right to an expectation of privacy. All such use shall be in accordance with City policies.

### **Section 2. Union-Management Communications**

In the interest of regular and open communication, the City may, when requested by an FOP representative, who is also a City employee, provide such representative access to the City computer network for the purpose of conducting labor-management business. Communications and documents created, received or transmitted via the City computer system may be subject to disclosure under Florida Public Records statutes. Union officials using the City computer network have no right to an expectation of privacy.

## ARTICLE 26. EMPLOYEE RECORDS

### Section 1. Personnel Records

Employee personnel records shall consist of those documents defined by the City as pertaining to employment and other documents described in statute as essential documents of the personnel file. Personnel files, less those documents specifically excluded by statute, may be public records and subject to release under Florida Public Records Law. The City, at its option, shall maintain personnel files in paper format, electronic format or a combination of these two formats. Employees shall have the following rights with respect to personnel files:

- A. Upon request, to examine and copy any and all material, including any and all evaluations (this includes supporting materials and documents, if any), contained in the employee's personnel record.
- B. Receive a copy of any and all material placed in his or her personnel record and have a right to place a written statement in his or her personnel file rebutting, refuting or explaining any document in his or her personnel file.
- C. Receive notification when a request under the Florida public records law is made concerning his or her personnel record. However, such notification shall not delay release of requested materials.

### Section 2. Medical Records

Federal and Florida statutes shall govern all aspects of medical record privacy with respect to ownership, access and release of medical information. City requests for medical information shall be made according to law. Information so obtained shall not be released or used for other than its intended purpose.



## ARTICLE 27. SENIORITY AND REDUCTION-IN-FORCE

### Section 1. Seniority

City seniority is understood to mean an employee's most recent date of employment or re-employment. Seniority will continue to accrue during all authorized leaves except for Leave of Absence without Pay for thirty (30) calendar days or more, which shall cause this date to be adjusted for an equivalent amount of time. Leaves of Absence without pay for periods of less than thirty (30) days shall not cause the City seniority date to be adjusted.

- A. The employee's adjusted date of hire shall be used for purposes of computing vacations and retention in the event of a layoff as outlined later in this Article.
- B. The employee's pension date of hire shall be used to determine pension eligibility and benefits.
- C. This Section shall not be used to bump a junior employee for a vacation period that the junior employee has requested prior to the senior employee.

### Section 2. Longevity

The City longevity date is computed from the employee's first date of hire by the City and includes all periods of employment not interrupted by more than 180 calendar days. This date shall be used as the basis for longevity pay, if applicable.

### Section 3. Probationary Period

All newly hired police officers shall be placed on probation for the first year in the Police Department. ~~Community Compliance Specialists shall be placed on probation for the first six months of employment.~~ The Department Head shall have the unilateral discretion to extend the probationary period for up to three (3) months. Employment during the probationary period shall be "at will" and a decision to discharge an employee during his or her probationary period shall not be subject to the grievance process.

### Section 4. Loss of Seniority

Employees shall lose their seniority as a result of the following:

- A. Voluntary termination.
- B. Retirement.

- C. Termination for cause.
- D. Absent without authorized leave for three (3) consecutive working days.
- E. Failure to report to the Personnel Office the employee's intention of returning to work within fifteen (15) days of return receipt verification of certified mail.
- F. Failure to return from Military Leave within the time limits prescribed by law.

#### Section 5. Layoff

The Department Administrator will notify the FOP in writing at least 60 days in advance, if possible, prior to the implementation of any anticipated reductions/layoffs. Probationary employees will be laid off first, and shall be placed on the eligibility list in order of their length of time of service. In the event that two or more employees affected have the exact same amount of service, the employee with the highest applicant CJBAT test score will be deemed to be the senior employee.

#### Section 6. Recall

Employees in layoff status will retain recall rights and shall have preference to work over applicants on eligibility lists. Recall will be made by certified mail to the last address in the employee's records. It is the employee's responsibility to insure the correctness of the address. Within fifteen (15) work days of the certified receipt date, laid off employees must signify their intention of returning to work to the Personnel Office.

- A. Recall will be offered to laid off employees, provided they are physically and mentally qualified to perform the duties of the job. A laid off employee, when offered recall, who is temporarily unable to accept due to medical reasons, may request a leave of absence not to exceed thirty (30) days.
- B. When employees are recalled from layoff, the employees with the greatest seniority date shall be recalled first.
- C. When recalled, an employee's seniority date shall remain the same up to and including one (1) year from the date of discharge after which he or she shall receive no additional seniority.

## Section 7. Contracts for Police Services

In the event the City contracts for police services in any manner, and such contract results in an employee layoff, the City shall take the following measures in an attempt to secure employment for bargaining unit members scheduled for layoff:

- A. Obtain employment with the contractor provided vacancies exists and the applicant, in the opinion of the contractor, meets employment qualifications.
- B. Transfer laid off employees to other positions within the City, provided vacancies exists for which the applicants are qualified.
- C. Provide outplacement assistance at no cost by the City.

## Section 8. Rights of Sergeants Bumping into the Bargaining Unit

It is understood that in the event any sergeant is selected for layoff, he/she shall have the right to exercise bumping rights into the rank and file unit, using Departmental Seniority to displace the least senior officer. A sergeant who re-enters the rank and file unit shall be assigned as a patrol officer and shall be subject to the same requirements as the rank and file officers pertaining to selection for any and all special assignments.

## Section 9. Bumping Out of the Bargaining Unit

Under no circumstances shall a member of the bargaining unit have the right to bump an employee who is not a member of the bargaining unit.

## **ARTICLE 28. SAFETY OF VEHICLES AND EQUIPMENT**

### **Section 1. Employees' Duties and Right to Refuse to Use Unsafe Equipment**

If in the opinion of the assigned employee, a piece of equipment is unsafe to use or operate, such employee shall immediately report such equipment to the employee's immediate supervisor. The employee shall not use or operate the equipment until it is properly inspected and found safe, repaired or replaced. Until such equipment is repaired or replaced, the employee may be assigned alternate equipment and/or duties within the Department.

### **Section 2. Damaged Property**

- A. All motor vehicle and mobile equipment crashes are subject to review by an Accident Review Committee. The purpose of this committee is not to administer discipline, but to determine causes of crashes and to devise methods of preventing future crashes.
- B. When a crash is under review, the employee involved shall have the right to, and shall be required to, appear before the committee and cooperate in the review. Additionally, the employee may have his or her representative present as an observer. Appearances by the employee will be on duty and without loss of pay or benefits. In the absence of exigent circumstances, and provided that the employee's representative is on duty at the time of the review, he/she shall be excused from duty without loss of pay in order to attend.
- C. The Accident Review Committee's crash report shall address accident causes, preventability, remedial training requirements and other safety related matters.
- D. Loss or damage to other City property shall be subject to review by the Department Head.

### **Section 3. Ballistic Vests**

The department shall purchase ballistic vests to be worn by police officers as follows:

- A. Officers hired on or after the effective date of the Agreement will be provided the choice between one Level II or IIIA vest, from models selected by the department, at no cost to the employee.
- B. Officers hired before the effective date of this Agreement will continue to use vests previously issued until scheduled replacement.

- C. The parties agree that the useful life of a vest is five years. Therefore the department shall purchase a replacement vest for a police officer after five years of wear. Once during a five-year period, the department shall replace the vest should it become unserviceable for any reason other than officer negligence.
- D. The department will replace the vest of any officer for a bona fide medical reason or in the event the vest is damaged in the line of duty.
- E. Officers who require replacement vests for reasons other than outlined above shall be responsible for the cost of the vest. In such instances, a officer may not decline to purchase a vest. However, the officer may pay for the vest on a payroll deduction basis over a period of up to one year.
- F. When vests reach the end of their useful life, or when replacement is otherwise required, the department shall provide, at no cost to the officer, one vest with Level II or IIIA protection.
- G. In the event an officer wishes to purchase a vest other than the department-selected model, the officer shall pay the difference in cost, if any, between department cost and the cost of the vest chosen by the officer at the same level of protection. Payment may be in or by payroll deduction.

## **ARTICLE 29. ENTIRE AGREEMENT**

### **Section 1. Negotiated Agreement**

The parties acknowledge that, during the negotiations that resulted in this Agreement, each had the right and opportunity to make proposals with respect to subject or matters not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of such right and opportunity are set forth in this Agreement.

### **Section 2. Waiver of Collective Bargaining**

The City and the FOP, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right and agrees that the other shall not be obliged 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 subject matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated this Agreement unless otherwise provided for herein.

### **Section 3. Memoranda of Understanding**

The City, the FOP and the bargaining unit members agree that from time to time, issues may arise which are not specifically addressed by this Agreement or on which this Agreement is ambiguous. The bargaining unit employees and the City do hereby designate and vest with their representatives the ability to execute memoranda of understanding addressing such situations or clarifying ambiguous contract language. All such memoranda of understanding shall require the approval of the City Manager. Such memoranda of understanding shall be valid only until the expiration of this agreement. This Section shall apply only in the event of consent by both parties and neither party is obligated to agree to execute a memorandum of understanding. In the absence of consent and agreement, Sections 1 and 2 above shall be controlling, but all parties shall still have those rights and remedies available under this Agreement or as otherwise provided by law.

### **Section 4. New City Computer Software**

It is understood by the parties that the City has purchased a new enterprise-wide computer software which may have some unanticipated effects on Police Department or citywide Human Resources, Payroll, and other operating procedures during the term of this Agreement. Accordingly, the parties agree that should a conflict be created between the operational capabilities of the new software and the terms and conditions set forth in this collective bargaining agreement that the parties shall meet to work out a mutually agreeable solution

to such conflict which will be implemented via a MOU. However, either party may, at any time, request that the collective bargaining process be initiated concerning any software implementation matters which are costly, labor intensive, or burdensome and followed to its conclusion in accordance with Florida Statutes.

## **ARTICLE 30. SAVINGS CLAUSE**

### **Section 1. Severability**

If any Article or Section of this Agreement should be found invalid, unlawful, or not enforceable, by reason of any existing or subsequently enacted legislation or by judicial authority, all other Articles and Sections of this Agreement shall remain in full force and effect for the duration of this agreement.

### **Section 2. Invalidation**

In the event of invalidation of any Article or Section, both the City and the FOP agree to meet within thirty (30) days of such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.



## ARTICLE 31. DURATION, MODIFICATION AND TERMINATION

### Section 1. Period of Agreement

This Agreement shall be effective as of October 1, 2015 2018 and shall continue in full force until the last day of September, ~~2018~~ 2021 and from year to year thereafter until a new contract is adopted by the City and the Union. If either party desires to modify, amend or terminate this Agreement, such party shall provide written notice of such desire not later than March 30<sup>th</sup> of the corresponding year.

### Section 2. Method of Modification

Following the sending and receipt of the written notice described above, the parties shall follow the procedure contained in the Public Employees Relations Act for the consummation of a new Agreement.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2016 2018.

**City of Pinellas Park, Florida**

**Fraternal Order of Police  
Lodge 43, Officers and ~~CC~~ Specialists**

\_\_\_\_\_  
Douglas A. Lewis, City Manager

\_\_\_\_\_  
Kenneth Afienko, FOP Lodge 43,  
Chief Negotiator

\_\_\_\_\_  
Lisa Hendrickson,  
Chief Negotiator / HR Administrator

\_\_\_\_\_  
Christopher Ryan, FOP Representative

\_\_\_\_\_  
Michael L. Haworth, Police Chief

\_\_\_\_\_  
James Gatti, FOP Representative

# APPENDIX A – 1. PAY PLAN

Agreement Between the City of Pinellas Park and FOP Lodge 43 (Police Officers and Community Compliance Specialists) Effective: 10/01/2018										
GRADE CLASSIFICATION										
300 Community Compliance Specialist	.76% General Wage Increase; 2 1/2 % between steps									
	STEPS: 4	2	3	4	5	6	7	8	9	
	\$17,4564	\$17,8928	\$18,3404	\$18,7986	\$19,2686	\$19,7503	\$20,2444	\$20,7502	\$21,2690	
	STEPS: 40	44	42	43	44	45	46	47	48	
	\$24,8007	\$22,3457	\$22,9043	\$23,4769	\$24,0638	\$24,6654	\$25,2820	\$25,9144	\$26,5620	
310 Police Officer	Eliminate steps 15 and 16; 5.5% General Wage Increase; 3% between steps 1-6; 2 1/2% between steps 6-14									
	STEPS: 1	2	3	4	5	6	7	8	9	
	\$21,8313	\$22,4862	\$23,1608	\$23,8556	\$24,5713	\$25,3084	\$25,9411	\$26,5896	\$27,2543	
	STEPS: 10	11	12	13	14					
	\$27,9357	\$28,6341	\$29,3500	\$30,0838	\$30,8359					
320 Police Officer - Special Assignment	+ 5% of Officer									
	STEPS: 1	2	3	4	5	6	7	8	9	
	\$22,9229	\$23,6105	\$24,3188	\$25,0484	\$25,7999	\$26,5738	\$27,2382	\$27,9191	\$28,6170	
	STEPS: 10	11	12	13	14					
	\$29,3325	\$30,0658	\$30,8175	\$31,5880	\$32,3777					

## APPENDIX A – 2. PAY PLAN

Agreement Between the City of Pinellas Park and FOP Lodge 43 (Police Officers and Community Compliance Specialists) Effective: 10/01/2019									
GRADE	CLASSIFICATION	75% General Wage Increase; 2 1/2% between steps							
300	Community Compliance Specialist								
		STEPS: 1-4	2	3	4	5	6	7	8 9
		\$17,5873	\$18,0270	\$18,4777	\$18,9306	\$19,4131	\$19,8984	\$20,3959	\$20,9058 \$21,4284
		STEPS: 10	11	12	13	14	15	16	17 18
		\$21,9644	\$22,5132	\$23,0760	\$23,6529	\$24,2442	\$24,8503	\$25,4746	\$26,1084 \$26,7611
310	Police Officer	2% General Wage Increase; 3% between steps 1-6; 2 1/2% between steps 6-14							
		STEPS: 1	2	3	4	5	6	7	8 9
		\$22,2679	\$22,9359	\$23,6240	\$24,3327	\$25,0627	\$25,8146	\$26,4600	\$27,1215 \$27,7995
		STEPS: 10	11	12	13	14			
		\$28,4945	\$29,2069	\$29,9371	\$30,6855	\$31,4526			
320	Police Officer - Special Assignment + 5% of Officer	STEPS: 1	2	3	4	5	6	7	8 9
		\$23,3813	\$24,0827	\$24,8052	\$25,5493	\$26,3158	\$27,1053	\$27,7830	\$28,4776 \$29,1895
		STEPS: 10	11	12	13	14			
		\$29,9192	\$30,6672	\$31,4340	\$32,2198	\$33,0252			

# APPENDIX A – 3. PAY PLAN

Agreement Between the City of Pinellas Park and FOP Lodge 43 (Police Officers and Community Compliance Specialists) Effective: 10/01/2020										
GRADE	CLASSIFICATION									
300	Community Compliance Specialist	.75% General Wage Increase; 2 1/2 % between steps								
		STEPS: 1	2	3	4	5	6	7	8	9
		\$17,7492	\$18,1622	\$18,6163	\$19,0847	\$19,5587	\$20,0477	\$20,5489	\$21,0626	\$21,5892
		STEPS: 10	11	12	13	14	15	16	17	18
		\$22,1289	\$22,6824	\$23,2492	\$23,8304	\$24,4262	\$25,0369	\$25,6628	\$26,3044	\$26,9620
310	Police Officer	2% General Wage Increase; 3% between steps 1-6; 2 1/2% between steps 6-14								
		STEPS: 1	2	3	4	5	6	7	8	9
		\$22,7133	\$23,3947	\$24,0965	\$24,8194	\$25,5640	\$26,3309	\$26,9892	\$27,6639	\$28,3555
		STEPS: 10	11	12	13	14				
		\$29,0644	\$29,7910	\$30,5358	\$31,2992	\$32,0817				
320	Police Officer - Special Assignment	+ 5% of Officer								
		STEPS: 1	2	3	4	5	6	7	8	9
		\$23,8490	\$24,5644	\$25,3013	\$26,0604	\$26,8422	\$27,6474	\$28,3387	\$29,0471	\$29,7733
		STEPS: 10	11	12	13	14				
		\$30,5176	\$31,2806	\$32,0626	\$32,8642	\$33,6858				

## APPENDIX B. GRIEVANCE FORM

### Employee Grievance Form



This form is designated for use by employees who are members of the bargaining unit covered by the Agreement between the City of Pinellas Park and the Fraternal Order of Police, Lodge 43.



### Part I – Summary of Grievance

(Include paragraph and Article of the contract allegedly violated as well as the date, time and location. If appropriate, give names of witnesses.)

Requested resolution (What action would you like management to take regarding this grievance.)

Employee Signature and date

Union representative Signature and date

Election of Union representation: ☐ Yes ☐ No

FOP representation: ☐ Yes ☐ No

### Part II – Action at Step 1 (Supervisor)

Name of Division Director	Date Received	Date of meeting with employee
Employee acceptance <input type="checkbox"/> I accept the action taken by management and this grievance is resolved. <input type="checkbox"/> This grievance remains unresolved and I understand my right to appeal.	Signature of management representative and date	
Signature and date	Signature of union representative and date	

For use of this form refer to Article 13 of the collective bargaining agreement.

Page 1



## Employee Grievance Form (Continued)



### Part III – Action at Step 2 (Department Head)

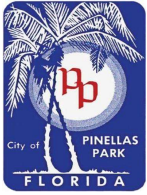
Name of Department Administrator	Date Received	Date of meeting with employee
Employee acceptance <input type="checkbox"/> I accept the action taken by management and this grievance is resolved. <input type="checkbox"/> This grievance remains unresolved and I understand my right to appeal.		Signature of management representative and date
Signature and date		Signature of union representative and date

### Part IV – Action at Step 3 (City Manager)

Name of City Manager	Date Received	Date of meeting with employee
Employee acceptance <input type="checkbox"/> I accept the action taken by management and this grievance is resolved. <input type="checkbox"/> This grievance remains unresolved and I understand my right to arbitration.		Signature of management representative and date
Signature and date		Signature of union representative and date

For use of this form refer to Article 13 of the collective bargaining agreement.

Page 2



# City of Pinellas Park

## Staff Report

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**File #:** 18-548, **Version:** 1

**Agenda Date:** 8/23/2018

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**RESIGNATION OF PARKS AND RECREATION ADVISORY BOARD MEMBER - Shannon Harner**

NOTE: Shannon Harner has resigned as a member of the Parks and Recreation Advisory Board effective June 21, 2018. Ms. Harner gave her verbal resignation at the May 21, 2018, meeting and then presented her written notification for the June 21st meeting. Ms. Harner graduated from high school and will be attending college. Ms. Harner has been an active member of the Board since October, 2017 and her contributions will be greatly missed.

ACTION: (Accept - Deny) with regret the resignation of Shannon Harner from the Park and Recreation Advisory Board effective June 21, 2018.

**City of Pinellas Park**  
**Parks and Recreation Advisory Board Minutes**  
**June 25, 2018**  
**Unapproved**

Chair Connie Bruce called the meeting to order at 7:04 pm at Forbes Recreation Center.

**I. Call to Order – Roll Call**

Members Present: Connie Bruce, Jeanne Kepple, Neil Kummerer, John Miller, Mary Ann Smith, Emelia Tito, Jamie Tomlin, Barbara Van Camp and Thomas Nicholls.

Staff Present: Keith Sabiel, Leisure Services Administrator; Matt Bale, Parks and Recreation Director; Sarah Palmer, Senior Staff Assistant; Keith Tickner, Forbes Recreation Manager and Hazel Jiovani, Forbes Recreation Coordinator.

Guests: Jackie Barnes and Karen Ford

**II. Approval of Minutes from May 21, 2018 Board Meeting**

Jeanne Kepple made a motion that we accept the May 21, 2018 minutes as presented. Mary Ann Smith seconded the motion. The Board voted unanimously to approve the minutes.

**III. Board Agenda Items**

• **Parks Program and CIP Updates**

- Youth Park – Batting Cage Net purchased.
- Broderick Basketball Lights – Out this week in another week should be done.
- Davis Field Tennis Courts – should be completed by Wednesday, June 27<sup>th</sup>.
- Broderick and Forbes – Front Desk Area Renovation – Quotes are coming in and should have a Company chosen soon. Will schedule for after the end of Camp.
- Forbes swing set – should be delivered next week.
- Bridge Inspection for the Equestrian/Pedestrian Bridge south side of Tingler Park – getting information from 3 vendors. Will make repairs as needed.
- Broderick Park Pavilion replacement is about a month out.
- Administrative Fee Schedule has been updated to present to Council.
- Rec Trac is about ready to take on the Pavilion rentals.

**Broderick:**

- Summer Camp – 95 – 96 registered to attend.
- Sharing and positivity are character traits that are being focused on currently with camp activities.
- \$56.75 raised to date to adopt a wolf at Lowry Park Zoo. Goal \$200.00
- Duke Energy has advised us that the Parking Lot project has been delayed due to material being on back order. New target date is August 31<sup>st</sup>.

**Forbes:**

- Introduction of Hazel Jiovani as the new Recreation Coordinator
- Summer Camp – 140 – 150 registered to attend.
- Field Trips are going well and the big summer trip, Zip lining, was a huge hit.
- Adult/Youth Basketball – Adult Basketball Leagues continue to be strong. Both leagues are full and people are saying our Wednesday league is the most competitive in the area.



- Wrestling is looking at hosting a 3 day camp in July run by college coaches. We have 25 in our program. Recently they went to a meet and 9 placed. Pretty good for a new program.
- Fall program registration will start July 1<sup>st</sup>. IE: Open Rec, Cross Country and Preschool Programs.
- New WebTrac online registration program is up and running. The new appearance makes it easier to get to the programs you want. We are also now able to do online park pavilion reservations. Rec Center reservations will be coming soon. Mr. Tickner gave a presentation so the Board could see how it works.

#### Senior Center:

- Every Tuesday there is a Shuffle tourney – 40 to 48 people attend. Mr. Sabiel and Mr. Bales challenged Ms. Heller and Ms. Keen to a match. Let's just say that the ladies need to practice some more. It was a blow out.
- July 3<sup>rd</sup> having a member appreciation cookout, Hotdogs and Hamburgers – Expecting over 100 to attend.
- Averaging 90 people at our Pancake Breakfast. Next one is July 11<sup>th</sup>, featuring Blueberry. May try a flavor of the month and see how it goes for a few months. We will still offer the regular pancakes.
- Getting three or four new members each week.
- Bingo numbers are up, even on Thursday afternoon.
- Shout out to the Teen Volunteers who worked both the Appreciation Cookout and the Pancake Breakfast.

#### Skyview Pool:

- 38 participants for our SPPARK Swim Team – getting ready for their third meet this Saturday. It is our first Home Swim Meet.
- 12 Jr. Guard Volunteers that are working amazing together with our staff.
- Had a good turnout for our Teen Night Neon Lights last Friday and excited for our Skyview Cinemas on June 29<sup>th</sup>. Presenting - Jumanji; Welcome to the Jungle.
- Have both Pinellas Park High and Dixie Hollins High Schools booked to return with their Swim Teams starting in August.
- 26 Pool Shelter reservations scheduled so far this summer.
- New Arthritis Pool Punch Pass was created to help make the facility more user friendly and help our patrons with an easier payment method.
- \$3,288.10 to date in daily visit fees.
- November 3<sup>rd</sup> may be the date for Dog Day at the Pool – will keep everyone updated.

#### Teen Center

- Summer Staff has 52 participants registered with an average of 35 attending daily.
- Teen Works volunteers worked on their cardboard box boats for the competition on June 25<sup>th</sup>. Broderick came out the winners. *Congratulations.*
- Teens are enjoying games with a twist. They have wacky sports games as well as mind games. Janika's Team is in FIRST Place as of this week.

#### Equestrian

- Container is in place.
- Ms. Tomlin stated that the corner was cleaned out very nicely. Mr. Sabiel said he would pass the compliment along to Mr. Hubbard.
- Ms. Tomlin shared that along the dirt road (62<sup>nd</sup> Street) side, east of trail that there is a large Bees Nest in the oak tree.

- Ms. Bale also indicated that signs had been posted along the trail about the State Statutes.
- Need to check the SW Corner by the Equestrian Parking Lot for signage.
- Mr. Bale said he would put in a Munis request to have the Arena re-laser graded.
- They will be installing the fence around the contained area. Also signage will be put up to remind people to put the equipment away when they are done with using it.

**Special Events:**

- Mr. Tickner shared that they want to move the November Camp-out to Freedom Lake Park. We will check and see if Bill Jackson might be interested in doing some kind of a demonstration. Paddle boarding, canoeing, etc.

**IV. New Business**

Ms. Palmer has received Ms. Harner's Letter of Resignation. Ms. Harner had verbally resigned at the May meeting. Mary Ann Smith made a motion that we accept the resignation and Jeanne Kepple seconded the motion. The Board approved the resignation.

Jackie Barnes and Karen Ford have applied to be on the Board. We have one opening for a Teen Representative and one for a Board Member. After discussion between the applicants and the Board, Ms. Van Camp made a motion that both ladies be appointed to the Parks and Recreation Board. Ms. Smith seconded the motion. The Board voted unanimously on these appointments.

**V. Open Discussion**

It has been requested that we see if more shade can be provided for the humans at the Helen Howarth Dog Park.

It was also suggested that maybe the seniors or the teens may be interested in volunteering at one of the animal shelters. They are looking for people to walk the animals, play with them or just hold them. The other possibility would be to make toys for the animals.

Ms. Sabiel shared that there will be a Grand Opening Ceremony for the Public Works Operation Center on Thursday, June 28<sup>th</sup> from 10:00 am – 2:00 pm. Refreshments will be served.

The Wellness Committee will be hosting the Grand Opening of the Employee Gym on Friday, June 29<sup>th</sup> from 10:00 am – 2:00 pm. Registration Forms will be available the day of the event. It is open to current employees and retirees, their immediate family can use the Gym as long as they come with the Employee. Children over the age of 13 are eligible to participate with their parent.

Ms. Palmer asked if going forward there would be any objections to moving this meeting to the Public Works Operation Center. All were in favor. Since we do not have a meeting in July we will begin meeting at the new location in August.

Mr. Sabiel gave a brief update on the Davis Field Project.

IV. Adjournment

MOTION to adjourn the meeting was made by Ms. Mary Ann Smith and seconded by Mr. Kummerer. Motion passed and the meeting was adjourned at 8:22 pm.

Respectfully submitted,

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Matt Bale  
Parks and Recreation Director

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Connie Bruce  
Chair

**PINELLAS PARK RECREATION BOARD  
MEETING ATTENDANCE RECORD  
JANUARY 2017 – DECEMBER 2017**

(2 Year Appointments) Must be resident of Pinellas Park (1 Year Teen Appts - Teen members must be in school & may be members until graduation)

MEETING TYPE	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R
MEETING DATE	1/30	2/27	3/27	4/24	5/22	6/26	7/00	8/28	9/25	10/30	11/27	12/00			
Connie Bruce - Chair (Exp 12/31/2017) Orig Appt: 5/2006	P	A	P	C	P	P	C	P	A	P	P				
Mary Ann Smith (Exp 12/31/2017) Orig Appt: 3/1994	P	P	P	C	P	P	C	P	P	P	P				
Barbara VanCamp (Exp 12/31/2017) Orig Appt: 2/2008	P	P	P	C	A	E	C	E	P	P	P				
Cheryl Curry (Exp. 12/31/16) Orig. Appt: 9/2015	P	P	P	C	A	E	C	E	A	A	P				
Jeanne Kepple (Exp. 12/31/16) Orig. Appt. 7/28/14	P	P	P	C	P	P	C	P	P	P	P				
John Miller – Vice-Chair (Exp 12/31/16) Orig Appt: 6/15	P	P	P	C	A	P	C	P	P	P	A				
Sandy Tidd (Exp. 12/31/16) Orig. Appt. 4/16	A	A	A	C	A	A	C	A	A	A	R				
Neil Kummerer (Exp. 12/31/17) Org. Appt: 9/2017	NA	NA	NA	C	NA	NA	C	NA	P	A	A				
Emilia Tito (Exp. 12/31/17) Org. Appt: 9/2017	NA	NA	NA	C	NA	NA	C	NA	P	P	P				
Jamie Tomlin (Exp. 12/31/17) Org. Appt: 9/2017	NA	NA	NA	C	NA	NA	C	NA	P	P	P				

**PINELLAS PARK RECREATION BOARD  
MEETING ATTENDANCE RECORD  
JANUARY 2017 – DECEMBER 2017**

(2 Year Appointments) Must be resident of Pinellas Park (1 Year Teen Appts - Teen members must be in school & may be members until graduation)

Thomas Nicholls- Teen (Exp. 12/31/17)	P	P	P	C	P	P	C	P	P	E	P	C
Shannon Harner – Teen (Exp. 12/31/17)	NA	NA	NA	C	NA	NA	C	NA	P	P	P	C

+

P=Present E=Excused Absence A=Unexcused Absence C= Meeting Cancelled C-NQ = Cancelled-No Quorum R=Resigned  
NA=Not a member at this date G - Guest

**PINELLAS PARK RECREATION BOARD  
MEETING ATTENDANCE RECORD  
JANUARY 2018 – DECEMBER 2018**

(2 Year Appointments) Must be resident of Pinellas Park - 1 Year Teen Appointments - Teen members must be in school & may be members until graduation)

MEETING TYPE	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R
MEETING DATE	1/29	2/26	3/26	4/30	5/21	6/25	7/09	8/27	9/24	10/29	11/26	12/09					
Bruce, Connie	P	E	P	P	P	P	-	-	-	-	-	-					
Curry, Cheryl	P	P	A	A	R	R	-	R	R	R	R	-					
Kepple, Jeanne	P	P	P	P	P	P	-	-	-	-	-	-					
Kummerer, Neil	E	P	P	P	P	P	-	-	-	-	-	-					
Miller, John	P	P	P	P	P	P	-	-	-	-	-	-					
Smith, Mary Ann	P	P	P	P	P	P	-	-	-	-	-	-					
Tito, Emelia	P	P	E	P	E	P	-	-	-	-	-	-					
Tomlin, Jamie	P	E	E	P	P	P	-	-	-	-	-	-					
Van Camp, Barbara	P	P	E	P	E	P	-	-	-	-	-	-					
Nicholls, Thomas	P	P	P	P	E	P	-	-	-	-	-	-					
Harner, Shannon	P	P	P	E	P	R	-	R	R	R	R	-					
Barnes, Jackie	-	-	-	-	-	G	-	-	-	-	-	-					
Ford, Karen	-	-	-	-	-	G	-	-	-	-	-	-					

P=Present E=Excused Absence A=Unexcused Absence C= Meeting Cancelled C-NQ = Cancelled-No Quorum R=Resigned  
NA=Not a member at this date G - Guest



Sarah Palmer &lt;spalmer@pinellas-park.com&gt;

---

**Resignation from the Recreation Board**  
2 messages

---

**Shannon Harner** <harnershannon@gmail.com>  
To: spalmer@pinellas-park.com

Mrs. Palmer and the City of Pinellas Park Recreation Board,

It is with great regret that I must resign from my teen position on the recreation board. It has been my great pleasure to se of Pinellas Park. I have enjoyed helping our voice be represented, especially in such a positive medium. However, as I ha requirements for this position. Additionally, I have begun working at Forbes Rec Center (which, by the way, is the best jc you for this wonderful opportunity to serve the city. I will always look fondly on my time on this board!

Thank you again,

Shannon Harner

P.S.: Sorry this is so late! I guess the thought of resigning was so painful I put it off.

---

**Sarah Palmer** <spalmer@pinellas-park.com>  
To: Matt Bale <MBale@pinellas-park.com>, "Keith Jr. Sabiel" <KeSabiel@pinellas-park.com>

Thu, Jun 21, 2018 at 7:53 AM

F.Y.I.

**Sarah**

[Quoted text hidden]

--

Sarah M. Palmer  
Senior Staff Assistant  
Leisure Services  
City of Pinellas Park  
6250 82nd Avenue North  
Pinellas Park, FL 33781-2241  
TEL 727-369-0671  
FAX 727-369-5797

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# City of Pinellas Park

## Staff Report

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**File #:** 18-549, **Version:** 1

**Agenda Date:** 8/23/2018

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### **APPOINTMENT TO THE PARKS AND RECREATION ADVISORY BOARD - Jacqueline Barnes**

NOTE: A teen vacancy on the Parks and Recreation Advisory Board was created by the resignation of Ms. Shannon Harner. The Board interviewed Ms. Barnes. The Parks and Recreation Advisory Board voted unanimously on the appointment of Ms. Barnes effective August 23, 2018 with a term to expire October 31, 2018.

ACTION: (Approve - Deny) The appointment of Ms. Jacqueline "Jackie" Barnes to the Parks and Recreation Advisory Board with a term to expire October 31, 2018.

**City of Pinellas Park  
Parks and Recreation Advisory Board Minutes  
June 25, 2018  
Unapproved**

Chair Connie Bruce called the meeting to order at 7:04 pm at Forbes Recreation Center.

**I. Call to Order – Roll Call**

Members Present: Connie Bruce, Jeanne Kepple, Neil Kummerer, John Miller, Mary Ann Smith, Emelia Tito, Jamie Tomlin, Barbara Van Camp and Thomas Nicholls.

Staff Present: Keith Sabiel, Leisure Services Administrator; Matt Bale, Parks and Recreation Director; Sarah Palmer, Senior Staff Assistant; Keith Tickner, Forbes Recreation Manager and Hazel Jiovani, Forbes Recreation Coordinator.

Guests: Jackie Barnes and Karen Ford

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**Forbes:**

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#### Skyview Pool:

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- Teens are enjoying games with a twist. They have wacky sports games as well as mind games. Janika's Team is in FIRST Place as of this week.

#### Equestrian

- Container is in place.
- Ms. Tomlin stated that the corner was cleaned out very nicely. Mr. Sabiel said he would pass the compliment along to Mr. Hubbard.
- Ms. Tomlin shared that along the dirt road (62<sup>nd</sup> Street) side, east of trail that there is a large Bees Nest in the oak tree.

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**Special Events:**

- Mr. Tickner shared that they want to move the November Camp-out to Freedom Lake Park. We will check and see if Bill Jackson might be interested in doing some kind of a demonstration. Paddle boarding, canoeing, etc.

**IV. New Business**

Ms. Palmer has received Ms. Harner's Letter of Resignation. Ms. Harner had verbally resigned at the May meeting. Mary Ann Smith made a motion that we accept the resignation and Jeanne Kepple seconded the motion. The Board approved the resignation.

Jackie Barnes and Karen Ford have applied to be on the Board. We have one opening for a Teen Representative and one for a Board Member. After discussion between the applicants and the Board, Ms. Van Camp made a motion that both ladies be appointed to the Parks and Recreation Board. Ms. Smith seconded the motion. The Board voted unanimously on these appointments.

**V. Open Discussion**

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Ms. Palmer asked if going forward there would be any objections to moving this meeting to the Public Works Operation Center. All were in favor. Since we do not have a meeting in July we will begin meeting at the new location in August.

Mr. Sabiel gave a brief update on the Davis Field Project.

**IV. Adjournment**

MOTION to adjourn the meeting was made by Ms. Mary Ann Smith and seconded by Mr. Kummerer. Motion passed and the meeting was adjourned at 8:22 pm.

Respectfully submitted,

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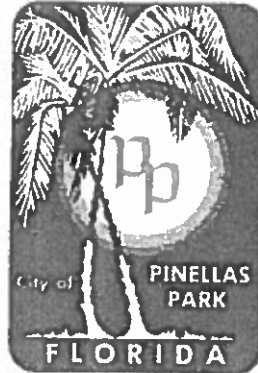
Matt Bale  
Parks and Recreation Director

---

Connie Bruce  
Chair

City of  
**PINELLAS PARK**

5141 78TH AVE. • P.O. BOX 1100  
PINELLAS PARK, FL 33780-1100



**FLORIDA**

PHONE • (727) 369-0700  
FAX • (727) 544-7448

**TEEN BOARD APPLICATION**

- ☒ LIBRARY BOARD (MUST BE RESIDENT FOR 1 YEAR)  
☒ PARKS AND RECREATION ADVISORY BOARD (MUST BE A RESIDENT)

NAME Jacqueline Barnes

ADDRESS 6405 98th Avenue N

HOME PHONE 603-205-3996 (mom) CELL PHONE 603-770-1062

SCHOOL ATTENDING Shorecrest Preparatory School GRADE 11th

ARE YOU A RESIDENT OF CITY OF PINELLAS PARK? Yes IF YES, FOR HOW LONG? 5 years

DO YOU SERVE ON A CITY BOARD? No IF YES, BOARD NAME \_\_\_\_\_

ARE YOU AVAILABLE FOR DAY MEETINGS? No ARE YOU AVAILABLE FOR NIGHT MEETINGS? Yes

PLEASE LIST ANY RELATIVES THAT WORK FOR PINELLAS PARK N/A

HAVE YOU EVER QUALIFIED FOR A "PROTECTED ADDRESS" STATUS UNDER FLORIDA STATUTE 119? NO

IF YES, QUALIFYING STATUS \_\_\_\_\_

ORGANIZATIONAL MEMBERSHIPS (FULL NAME) Shorecrest Preparatory School Clubs

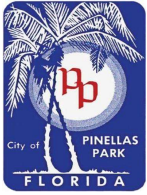
INTERESTS Equestrian activities, art, reading, & writing

CLUBS, SPORTS, ACTIVITIES Guardian Ad Litam Club, Pre-Med Club, Mu Alpha Theta, Spanish Club, Previous Horseback Rider (sold horse in 2017)

SIGNATURE Jacqueline Barnes DATE: 31 January 2018

\*\*\*\*\*ALL APPLICATIONS MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE\*\*\*\*\*  
THIS APPLICATION WILL BE KEPT ON FILE FOR A PERIOD OF ONE (1) YEAR





# City of Pinellas Park

## Staff Report

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**File #:** 18-550, **Version:** 1

**Agenda Date:** 8/23/2018

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### **APPOINTMENT TO THE PARKS AND RECREATION ADVISORY BOARD - Karen Marie Ford**

NOTE: One vacancy on the Parks and Recreation Advisory Board was created with the resignation of Cheryl Curry. The Parks and Recreation Advisory Board interviewed Ms. Ford for the position. The Parks and Recreation Advisory Board recommends Council approve the appointment of Ms. Karen Ford effective August 23, 2018, with a term to expire December 31, 2018.

ACTION: (Approve - Deny) The appointment of Karen Marie Ford to the Parks and Recreation Advisory Board for a term effective August 23, 2018, with a term to expire December 31, 2018.

**City of Pinellas Park**  
**Parks and Recreation Advisory Board Minutes**  
**June 25, 2018**  
**Unapproved**

Chair Connie Bruce called the meeting to order at 7:04 pm at Forbes Recreation Center.

**I. Call to Order – Roll Call**

Members Present: Connie Bruce, Jeanne Kepple, Neil Kummerer, John Miller, Mary Ann Smith, Emelia Tito, Jamie Tomlin, Barbara Van Camp and Thomas Nicholls.

Staff Present: Keith Sabiel, Leisure Services Administrator; Matt Bale, Parks and Recreation Director; Sarah Palmer, Senior Staff Assistant; Keith Tickner, Forbes Recreation Manager and Hazel Jiovani, Forbes Recreation Coordinator.

Guests: Jackie Barnes and Karen Ford

**II. Approval of Minutes from May 21, 2018 Board Meeting**

Jeanne Kepple made a motion that we accept the May 21, 2018 minutes as presented. Mary Ann Smith seconded the motion. The Board voted unanimously to approve the minutes.

**III. Board Agenda Items**

• **Parks Program and CIP Updates**

- Youth Park – Batting Cage Net purchased.
- Broderick Basketball Lights – Out this week in another week should be done.
- Davis Field Tennis Courts – should be completed by Wednesday, June 27<sup>th</sup>.
- Broderick and Forbes – Front Desk Area Renovation – Quotes are coming in and should have a Company chosen soon. Will schedule for after the end of Camp.
- Forbes swing set – should be delivered next week.
- Bridge Inspection for the Equestrian/Pedestrian Bridge south side of Tingler Park – getting information from 3 vendors. Will make repairs as needed.
- Broderick Park Pavilion replacement is about a month out.
- Administrative Fee Schedule has been updated to present to Council.
- Rec Trac is about ready to take on the Pavilion rentals.

**Broderick:**

- Summer Camp – 95 – 96 registered to attend.
- Sharing and positivity are character traits that are being focused on currently with camp activities.
- \$56.75 raised to date to adopt a wolf at Lowry Park Zoo. Goal \$200.00
- Duke Energy has advised us that the Parking Lot project has been delayed due to material being on back order. New target date is August 31<sup>st</sup>.

**Forbes:**

- Introduction of Hazel Jiovani as the new Recreation Coordinator
- Summer Camp – 140 – 150 registered to attend.
- Field Trips are going well and the big summer trip, Zip lining, was a huge hit.
- Adult/Youth Basketball – Adult Basketball Leagues continue to be strong. Both leagues are full and people are saying our Wednesday league is the most competitive in the area.



- Wrestling is looking at hosting a 3 day camp in July run by college coaches. We have 25 in our program. Recently they went to a meet and 9 placed. Pretty good for a new program.
- Fall program registration will start July 1<sup>st</sup>. IE: Open Rec, Cross Country and Preschool Programs.
- New WebTrac online registration program is up and running. The new appearance makes it easier to get to the programs you want. We are also now able to do online park pavilion reservations. Rec Center reservations will be coming soon. Mr. Tickner gave a presentation so the Board could see how it works.

#### Senior Center:

- Every Tuesday there is a Shuffle tourney – 40 to 48 people attend. Mr. Sabiel and Mr. Bales challenged Ms. Heller and Ms. Keen to a match. Let's just say that the ladies need to practice some more. It was a blow out.
- July 3<sup>rd</sup> having a member appreciation cookout, Hotdogs and Hamburgers – Expecting over 100 to attend.
- Averaging 90 people at our Pancake Breakfast. Next one is July 11<sup>th</sup>, featuring Blueberry. May try a flavor of the month and see how it goes for a few months. We will still offer the regular pancakes.
- Getting three or four new members each week.
- Bingo numbers are up, even on Thursday afternoon.
- Shout out to the Teen Volunteers who worked both the Appreciation Cookout and the Pancake Breakfast.

#### Skyview Pool:

- 38 participants for our SPPARK Swim Team – getting ready for their third meet this Saturday. It is our first Home Swim Meet.
- 12 Jr. Guard Volunteers that are working amazing together with our staff.
- Had a good turnout for our Teen Night Neon Lights last Friday and excited for our Skyview Cinemas on June 29<sup>th</sup>. Presenting - Jumanji; Welcome to the Jungle.
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**Special Events:**

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**IV. New Business**

Ms. Palmer has received Ms. Harner's Letter of Resignation. Ms. Harner had verbally resigned at the May meeting. Mary Ann Smith made a motion that we accept the resignation and Jeanne Kepple seconded the motion. The Board approved the resignation.

Jackie Barnes and Karen Ford have applied to be on the Board. We have one opening for a Teen Representative and one for a Board Member. After discussion between the applicants and the Board, Ms. Van Camp made a motion that both ladies be appointed to the Parks and Recreation Board. Ms. Smith seconded the motion. The Board voted unanimously on these appointments.

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Respectfully submitted,

---

Matt Bale  
Parks and Recreation Director

---

Connie Bruce  
Chair

City of

# PINELLAS PARK

5141 78TH AVE. • P.O. BOX 1100  
PINELLAS PARK, FL 33780-1100



# FLORIDA

PHONE • (727) 541-0700

FAX • (727) 544-7418

SUN • 1011-1111

AUG - 3 2017

## CITY BOARD AND COMMISSION APPLICATION

- |   |   |
|---|---|
| <input type="checkbox"/> BOARD OF ADJUSTMENT (MUST BE A RESIDENT)               | <input type="checkbox"/> PENSION BOARDS (RESIDENCY MAY BE REQUIRED)       |
| <input type="checkbox"/> CITIZEN BUDGET ADVISORY COMMITTEE                      | <input type="checkbox"/> PLANNING & ZONING (MUST BE A RESIDENT)           |
| <input checked="" type="checkbox"/> CODE ENFORCEMENT BOARD (MUST BE RESIDENT)   | <input checked="" type="checkbox"/> RECREATION BOARD (MUST BE A RESIDENT) |
| <input checked="" type="checkbox"/> EQUESTRIAN BOARD (MUST BE A RESIDENT)       | <input checked="" type="checkbox"/> SPECIAL MAGISTRATE                    |
| <input checked="" type="checkbox"/> LIBRARY BOARD (MUST BE RESIDENT FOR 1 YEAR) | <input type="checkbox"/> OTHER _____                                      |

NAME KAREN MARIE FORD

ADDRESS 6160 71ST AVE N Pinellas Park FL 33782

HOME PHONE 727-318-7418 CELL PHONE 727-~~318-7418~~ 400-8905

EMPLOYER John Hopkins All children hospital - Kelly Services

ARE YOU A GRADUATE OF THE CITY'S APPLE PROGRAM? NO IF YES, WHAT YEAR? \_\_\_\_\_

ARE YOU A RESIDENT OF CITY OF PINELLAS PARK? yes IF YES, FOR HOW LONG? 2 yrs now Previously 3

DO YOU SERVE ON A CITY BOARD? NO IF YES, BOARD NAME \_\_\_\_\_

ARE YOU AVAILABLE FOR DAY MEETINGS? yes ARE YOU AVAILABLE FOR NIGHT MEETINGS? yes

PLEASE LIST ANY RELATIVES THAT WORK FOR PINELLAS PARK NK @ time

HAVE YOU EVER QUALIFIED FOR A "PROTECTED ADDRESS" STATUS UNDER FLORIDA STATUTE 119? NO

IF YES, QUALIFYING STATUS \_\_\_\_\_

EDUCATIONAL BACKGROUND Some college (in progress) on job training, dealing w/ crisis : people aplus.

ORGANIZATIONAL MEMBERSHIPS (FULL NAME) St. Pious Cathedral Church

INTERESTS loves Animals, History, Picture taken, researcher : Travel

SIGNATURE Karen M. Ford DATE: 8/03/17

\*\*\*\*\*ALL APPLICATIONS MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE\*\*\*\*\*  
THIS APPLICATION WILL BE KEPT ON FILE FOR A PERIOD OF ONE (1) YEAR





# City of Pinellas Park

## Staff Report

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**File #:** 18-552, **Version:** 1

**Agenda Date:** 8/23/2018

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**AUTHORIZATION FOR FINAL PAYMENT ON PURCHASE UNDER THE CLAY COUNTY BID #13/14-8- Broderick Park Basketball Courts Light Poles and LED Light Fixtures**

NOTE: This action is recommended so final payment can be processed and the purchase completed. The total and final payment amount of purchase is \$23,400.00 to be charged to account 301781-562520 under Project 18781-305-CONST.

ACTION: (Approve - Deny) Authorization to make final payment for the purchase and installation of Light Poles and LED Light Fixtures at the Broderick Park Basketball Courts under Clay County Bid #13/14-8 from MUSCO Lighting 2107 Stewart Road, Muscatine, Iowa. Final amount due is \$23,400.00 to be charged to the appropriate account.



Musco Sports Lighting, LLC  
100 1st Ave West  
PO Box 808  
Oskaloosa, IA 52577-0808

**INVOICE:** 312286

**Invoice Date:** 08/08/18

**Account #:** 5365

**Project #:** 188888

Broderick Park

**SOLD TO:**

City of Pinellas Park  
6051 78th Avenue North  
Pinellas Park, FL 33781  
USA

Attn: Accounts Payable

**SHIP TO:**

Broderick Park  
6101 66th Avenue North  
Pinellas Park, FL 33781  
USA

PLEASE DETACH AND RETURN WITH PAYMENT

INVOICE	Account #	Purchase Order #	Ship Via	Freight	Ship Date
312286	5365	20180196			08/08/18

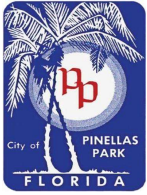
**Project:** 188888 Broderick Park

Line	Quantity	Part Number/Description	Unit Price	Ext Price
		Billing for the balance due for the material for the lighting project for Broderick Park		4,280.00
		Balance of installation		19,120.00
		4.0 - 200 Amp Service - \$11,000		
		5.0 - Installation of contactor cabinets - \$5,000		
		6.0 - Wiring from the electrical panel to contactors (2) - \$180		
		7.0 - 2" pvc #1 conductors 280 @ \$25/ft = \$7,000		
		8.0 - Connection of sports lighting pole to pull box - \$220		

**QUESTIONS?** Call (800) 825-6020 **-or-** E-mail [AR@Musco.com](mailto:AR@Musco.com)

*Thank You!*

TERMS	SALES REPRESENTATIVE	TOTAL AMOUNT	72,500.00
Net 30	Bob DeCouto	AMOUNT BILLED TO DATE	49,100.00
A SERVICE CHARGE OF 1 1/2% PER MONTH (ANNUAL PERCENTAGE RATE OF 18%) WILL BE CHARGED ON ALL INVOICES 30 DAYS PAST DUE		UNBILLED BALANCE	0.00
<b>REMIT TO:</b> Musco Sports Lighting, LLC 100 1st Ave West PO Box 808 Oskaloosa, IA 52577-0808  Federal Identification Number: 42-1511754		<b>AMOUNT DUE</b>	<b>23,400.00</b>



# City of Pinellas Park

## Staff Report

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**File #:** 18-519, **Version:** 1

**Agenda Date:** 8/23/2018

---

**AUTHORIZATION FOR MAYOR TO SIGN AN AGREEMENT WITH TRANSMAP CORP -  
Pavement Evaluation Consultant Services for RFP 18/006**

NOTE: In accordance with Resolution 15-12, at the City Council meeting on May 24, 2018, the City Manager was directed by City Council to enter into negotiations with the firm of Transmap as the most qualified of four firms to provide Pavement Evaluation Consultant Services. Those negotiations have been held, and the amount of, not to exceed \$60,000.00 per year, has been determined to be a fair cost for these services to be charged to account # 301481-562520 (18481/140-PROGRAM-CONSULT). The budgeted amount for the Pavement Evaluation Consultant Services is \$60,000.00. The contract time for this project is for a three year term, and be renewed for one additional three year term.

ACTION: (Approve - Deny) Authorization to enter into a contract with Transmap for Consultant Services in the amount of, not to exceed \$60,000.00 per year, to be charged to the appropriate account.

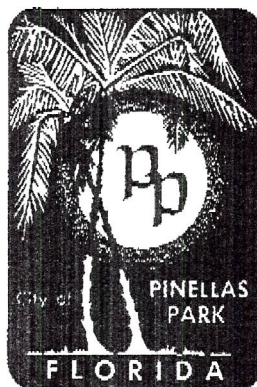
City of

**PINELLAS PARK**

5141 78TH AVE. • P.O. BOX 1100  
PINELLAS PARK, FL 33780-1100

**Please Respond To:**

James W. Denhardt, City Attorney  
Lauren Christ Rubenstein, Assistant City Attorney  
Denhardt and Rubenstein, Attorneys at Law  
2700 First Avenue North  
St. Petersburg, Florida 33713  
(727) 327-3400 - Telephone  
(727) 323-0888 - Facsimile

**FLORIDA**

PHONE • (727) 369-0700  
FAX • (727) 544-7448



July 10, 2018

Mr. Kyle B. Arrison  
Stormwater Supervisor  
City of Pinellas Park  
P. O. Box 1100  
Pinellas Park, Florida 33780-1100

**RE: City Document #18-171**  
**Pavement Evaluation Consultant Services**

Dear Mr. Arrison:

I have received and reviewed the documents related to the Pavement Evaluation Consultant Services, including Contract No. 18/006. Under General Provisions, an additional clause should be added as follows:

G. Public Records - It is the CONSULTANT's duty to provide public records relating to this Contract pursuant to Chapter 119. If the CONSULTANT has questions regarding the application of Chapter 119, Florida Statutes, the CONSULTANT shall contact the custodian of public records at:

City of Pinellas Park  
City Clerk's Office  
P.O. Box 1100  
Pinellas Park, Florida 33780-1100  
Phone: 727-369-0616  
Email: dcornea@pinellas-park.com



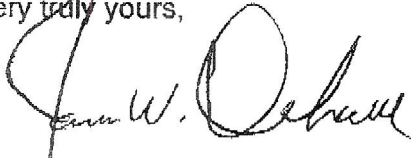
PRINTED ON RECYCLED PAPER



Mr. Kyle B. Arrison  
July 10, 2018  
Page 2

With the addition of the above paragraph, I would approve of the Contract as to form and correctness.

Very truly yours,

A handwritten signature in black ink, appearing to read "James W. Denhardt". The signature is fluid and cursive, with a large loop at the end.

James W. Denhardt  
City Attorney

cc: Doug Lewis, City Manager  
Diane M. Corna, MMC, City Clerk  
Patrick Murphy, Deputy City Manager  
Bart Diebold, Public Works Administrator  
Dan Hubbard, Transportation & Stormwater Director

JWD/dh

18-171.07102018.LKBA.Pavement Eval Cons Svcs.wpd

**CITY OF PINELLAS PARK, PINELLAS COUNTY, FLORIDA**  
**CONTRACT #18/006**  
**PAVEMENT EVALUATION CONSULTANT SERVICES**

This Agreement is entered into as of this \_\_\_\_\_, 2018. (hereinafter referred to as the "effective date of the Agreement"), by Transmap Corporation at 5030 Transamerica Drive, Columbus, OH 43228 ("CONSULTANT") and City of Pinellas Park at 5141 78<sup>th</sup> Avenue North, Pinellas Park, Florida 33781 ("CITY").

WITNESSETH

WHEREAS, the CITY is authorized to make and enter into all contracts or agreements which it determines are necessary or incidental to the performance of its duties and to the execution of the purposes of and the powers granted by the State of Florida.

WHEREAS, in accordance with its procurement procedures, the CITY has determined that it desires to hire the CONSULTANT to perform certain services as set forth herein to develop a pavement management system and collect roadway assets as requested by the CITY.

WHEREAS, the CONSULTANT desires to assist the CITY as provided herein.

If CITY and CONSULTANT agree in writing, and subject to approval by the City Council, the **Agreement is for a three (3) year term and may be renewed for one (1) additional three (3) year term** at a cost to be negotiated by CITY and CONSULTANT.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements herein set forth, and the undertakings of each party to the other, the CITY and the CONSULTANT, acting as aforesaid and each binding itself, its successors and assigns, do mutually covenant, promise and agree as follows:

**DEFINITIONS**

- A. The term "CITY" shall mean City of Pinellas Park
- B. The term "CITY DESIGNEE" shall mean the City employee who will be controlling the work of the contract
- C. The term "CONSULTANT" includes the Transmap Corporation, its partners, agents and employees

**SCOPE OF SERVICES**

CONSULTANT shall complete scope of work as defined in the Scope of Service within RFP 18/006 at the itemized dollar amount provided in **Attachment A**.

**PAYMENT**

The CITY shall make payments on a percent complete monthly basis following the pricing schedule in Attachment A of this contract, which will **not exceed SIXTY THOUSAND DOLLARS (\$60,000.00), per year.**

**CITY RESPONSIBILITY**

- A. CITY shall identify and coordinate all services to be performed hereunder.

B. CITY shall upon execution of the Agreement, designate \_\_\_\_\_, as coordinator of the project described herein and of the professional services to be performed under this Agreement.

### **INDEPENDENT CONSULTANT**

It is understood and agreed that the CONSULTANT shall provide services under this Agreement on a professional basis and as an independent CONSULTANT and that during the performance of services under this Agreement; the CONSULTANT'S employees shall not be considered employees of the CITY.

### **TERMINATION**

It is hereby agreed that if either Party should fail materially to fulfill its obligations under this Agreement, the other Party may notify the breaching Party of the intent to terminate the contract, in whole or in part, if the breach is not cured within fourteen (14) days prior to the effective date of the intended termination and shall identify the breach to be cured. The breaching Party shall have fourteen (14) days from receipt of the notice to cure the breach identified in the notice. The failure to cure the breach within fourteen (14) days shall entitle the nonbreaching party to terminate the Agreement at the end of fourteen (14) days. CONSULTANT shall use reasonable efforts to minimize fees and expenses upon giving or receiving notice of any intended termination. CITY shall pay CONSULTANT all actual fees and actual and approved expenses accrued for services actually rendered up to the effective date of any termination, subject to a determination by the CITY and the CONSULTANT that the charges are fair and reasonable in view of the amount and value of the work performed.

### **COOPERATIVE PURCHASING**

The CITY participates in cooperative purchasing with other governmental entities. The Parties agree that it is assumed that the CONSULTANT wishes to grant other Governmental Agencies access to the Solicitation and the Agreement for cooperative purchasing, if allowable under the Statutes of the State in which the Governmental Agency resides.

### **INSURANCE**

CONSULTANT shall maintain the Insurance and Indemnification at the CONSULTANT'S own expense as attached within **Appendix I** of this Agreement.

### **CHANGES**

Changes or amendments to this Agreement may be made only in writing by the CITY DESIGNEE'S preparation of a Change Order signed and approved by all authorized parties. Changes in the scope of the project dictated by the CITY and events beyond the CONSULTANT'S reasonable control may require contract price and/or date of performance revisions to reflect such changes or delays.

### **ASSIGNMENT AND DELEGATION**

Neither party shall assign or delegate this Agreement or any rights, duties or obligations hereunder to any person and/or entity without prior express written approval by the other.

### **TRADEMARK AND TRADE NAME**

Notwithstanding any other provision of this Agreement, neither party shall have the right to use the trademark or trade name of the other without prior written approval of the other. CONSULTANT warrants that it has all necessary licenses and rights to use any Software in the project and will not infringe on any intellectual property rights of any third party.

## **NOTICES**

All notices shall be in writing and be deemed to be given or made when delivered physically by hand or registered US mail to the party at the address set forth in this Agreement.

### **US MAIL:**

City of Pinellas Park  
Attn: Kyle Arrison  
P.O. Box 1100  
Pinellas Park, FL 33780-1100

### **PHYSICAL DELIVERY:**

City of Pinellas Park  
Attn: Kyle Arrison  
6250 82<sup>nd</sup> Avenue North  
Pinellas Park, FL 33781

## **GENERAL PROVISIONS**

A. Conflict - In the event of any conflict, ambiguity or inconsistency between this Agreement and any other document, which may be annexed hereto, the terms of this Agreement shall govern.

B. Waiver - No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of this Agreement, or to exercise any option or election herein contained, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue and remain in full force and effect, and no waiver by any party of any one or more of its rights or remedies under this Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy hereunder or at law. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy available by law or in equity.

C. Severability - If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the applications of such term or provisions of this Agreement shall be valid and enforced to the fullest extent permitted by law.

D. Captions - Captions and paragraph headings are inserted only as a matter of convenience and in no way define, limit, or describe the scope or intent of this Agreement.

E. Governing Law - This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

F. Standard of Care - In providing services under this Agreement the CONSULTANT will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Upon notice to the CONSULTANT and by mutual agreement between the parties, the CONSULTANT will without additional compensation, correct those services not meeting such a standard. The CONSULTANT makes no warranties, express or implied, as to its professional services rendered under this Agreement.

G. Public Records – It is the CONSULTANT's duty to provide public records relating to this Contract pursuant to Chapter 119, Florida Statutes, the CONSULTANT shall contact the custodian of public records at:

City of Pinellas Park  
City Clerk's Office  
P.O. Box 1100  
Pinellas Park, Florida 33780-1100  
Phone: 727-369-0616  
Email: dcornea@pinellas-park.com

Component Parts of Agreement

This Agreement consists of the following Contract Documents, all of which are hereby made a part hereof and are incorporated herein by reference and all of which are familiar to the Consultant:

Addenda (if any), Agreement, Insurance/Hold Harmless Agreement (Appendix I), Scope and Pricing Attachment "A", RFP 18/006 package, Sworn Statement of Public Entity Crimes (Appendix II), any and all drawings and plans.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written, in **five (5) counterparts**, each of which shall for all purposes be deemed an original.

CITY OF PINELLAS PARK  
PINELLAS COUNTY, FLORIDA

ATTEST:

\_\_\_\_\_  
Diane M. Corna, MMC

By \_\_\_\_\_  
Sandra L. Bradbury, Mayor

(SEAL)

CONSULTANT ATTESTOR:

\_\_\_\_\_

\_\_\_\_\_  
Consultant (Company Name) (SEAL)

\_\_\_\_\_  
Attestor Title (Print)

By \_\_\_\_\_  
Signature of Authorized Officer

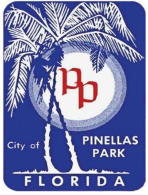
\_\_\_\_\_  
(TYPE OR PRINT SIGNATURE)

Approved as to form and correctness:

\_\_\_\_\_  
City Attorney, James W. Denhardt  
City of Pinellas Park

Approved by City Council: \_\_\_\_\_

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# City of Pinellas Park

## Staff Report

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**File #:** 18-537, **Version:** 1

**Agenda Date:** 8/23/2018

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**AUTHORIZATION FOR MAYOR TO SIGN THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF PINELLAS PARK AND PINELLAS COUNTY - For Maintenance of Traffic Control Signals and Devices**

NOTE: At the City Council meeting of July 25, 2013, a five year extension to the Interlocal Agreement for Traffic Control Signals and Devices was authorized. A new ten year Agreement has been proposed by Pinellas County. This authorizes the Mayor to sign the Interlocal Agreement between the City of Pinellas Park and Pinellas County for Maintenance of Traffic Control Signals and Devices. The current Agreement with Pinellas County has been in place since October 1, 2013. The new Agreement will remain in place from October 1, 2018 to September 30, 2028.

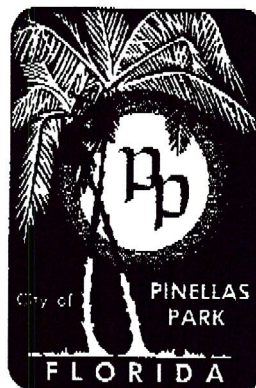
ACTION: (Approve - Deny) Authorization for the Mayor to sign the Interlocal Agreement between the City of Pinellas Park and Pinellas County for Maintenance of Traffic Control Signals and Devices.

City of  
**PINELLAS PARK**

5141 78TH AVE. • P.O. BOX 1100  
PINELLAS PARK, FL 33780-1100

**Please Respond To:**

James W. Denhardt, City Attorney  
Lauren Christ Rubenstein, Assistant City Attorney  
Denhardt and Rubenstein, Attorneys at Law  
2700 First Avenue North  
St. Petersburg, Florida 33713  
(727) 327-3400 - Telephone  
(727) 323-0888 - Facsimile

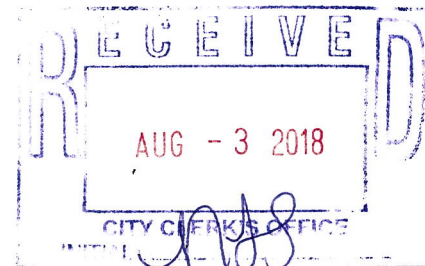


**FLORIDA**

PHONE • (727) 369-0700  
FAX • (727) 544-7448

August 3, 2018

Mr. David Chase  
Public Works Division  
City of Pinellas Park  
P. O. Box 1100  
Pinellas Park, Florida 33780-1100



**RE: City Document #18-194**  
**Interlocal Service Agreement with Pinellas County**

Dear Mr. Chase:

I have received and reviewed the above-referenced Interlocal Service Agreement with Pinellas County for Traffic Control Signals and Related Devices. The Agreement I reviewed did not have the attached Exhibit A and B, but assuming that those Exhibits are correctly attached to the Agreement, I would approve of the Agreement as to form and correctness.

Very truly yours,

Lauren C. Rubenstein  
Assistant City Attorney

cc: Doug Lewis, City Manager  
Diane M. Corna, MMC, City Clerk  
Patrick Murphy, Deputy City Manager  
Bart Diebold, Public Works Administrator  
Dan Hubbard, Transportation & Stormwater Director

LCR/dh

18-194,08032018.LDC.Interlocal Svc Agmt.wpd



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C10



**INTERLOCAL SERVICE AGREEMENT  
FOR  
TRAFFIC CONTROL SIGNALS AND RELATED DEVICES**

THIS AGREEMENT is made and entered into by and between PINELLAS COUNTY, hereinafter the "COUNTY", and the CITY of PINELLAS PARK, hereinafter the "CITY", as political subdivisions of the State of Florida.

WITNESSETH, that:

WHEREAS, this Agreement is made pursuant to Section 125.0101, and Section 163.01, Florida Statutes (2017); and

WHEREAS, the CITY has traffic control authority to carry out matters within CITY limits, as authorized by Section 316, Florida Statutes (2017); and

WHEREAS, the CITY and COUNTY recognize that maintaining traffic control signals and related devices in a uniform and systematic manner optimizes public resources, while providing enhanced safety, security, reliability, and consistent operation of such devices; and

WHEREAS, the CITY requires qualified comprehensive services for traffic control signals and related devices located within their municipal limits; and

WHEREAS, the COUNTY has the knowledge, skills, and established fully-operational and competently staffed traffic signal and sign shops, and is willing to provide services to the CITY on a reimbursement basis, and

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, it is agreed as follows:

**SECTION 1: SERVICES BY THE COUNTY**

- 1.1 The COUNTY will provide a comprehensive maintenance management program comprised of the following described services, for traffic control signals and related devices situated within corporate limits, in a manner consistent with the requirements of the Florida Department of Transportation (FDOT) Traffic Signal Maintenance and Compensation Agreement; maintenance practices prescribed by the International Municipal Signal Association (IMSA); operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD), as amended; construction requirements of the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction; and as supplemented by Pinellas County Public Works Department Standard Technical Specifications for Roadway and Related Construction, which shall not conflict with the aforementioned standards.

These services will be provided in a timely manner, without prior notice to, or prior authorization from, the CITY. Professional Services, including but not limited to engineering and architectural design, are not provided through this Agreement.

1.2 **Basic Maintenance Services:** Maintenance activities, as generally described below, are included in the annual compensation for each device and location identified in Appendix “A.”

1.2.1 Preventive Maintenance: Periodic evaluation, general maintenance, and routine repairs performed at regularly scheduled intervals, to maintain the integrity of the installation, and minimize failures and malfunctions.

1.2.2 Response Maintenance: In response to report or notification of a failure or malfunction, the COUNTY will evaluate, repair or replace equipment, components, and devices which have failed or malfunctioned as a result of normal wear and tear and/or obsolescence, in order to restore normal operation.

1.3 **Enhanced Repair Services:** Evaluation, repair or replacement of damaged equipment and components, or other services necessary to restore normal operation and compliance with the standards described in Section 1.1, resulting from casualty, collision, significant weather event or declared disaster, or by the willful and/or negligent actions of others. These services will be performed in a timely manner, in response to report or notification of failure, malfunction, or damage, without prior notice to, or prior authorization from, the CITY. These services are in addition to Basic Maintenance Services, and therefore not included in the annual compensation for each device and location identified in Appendix “A”; they will be invoiced to the CITY separately according to compensation rates identified in Appendix “B”, unless such damages are the result of the actions of COUNTY personnel or its contractors.

1.4 **Optional Additional Services:** At the request of the CITY or FDOT, and acceptance of the COUNTY’S proposed work schedule, these services may be performed at the option of the COUNTY, on a case-by-case basis, resources and schedules permitting. Optional Additional Services are in addition to Basic Maintenance Services, and therefore not included in the annual compensation for devices and locations identified in Appendix “A”. Such Services will be invoiced to the CITY separately according to compensation rates identified in Appendix “B”. As professional services are not offered by this Agreement, the CITY may be required to provide engineering design plans for certain installations and modifications to be performed by the COUNTY.

1.4.1 Operational changes or modifications to existing devices and locations, which require the installation of additional equipment, components, and/or devices, or the removal of equipment, components, and/or devices.

1.4.2 Relocation or removal of equipment, components, or devices, as specifically requested and authorized by the CITY.

- 1.4.3 New installation of intersection control flashing beacons, roadside warning flashers, school zone beacons, pedestrian crossing signals, speed advance warning devices (speed check/speed feedback), and similar devices.
- 1.4.4 Installation, modification, or maintenance of signs and/or pavement markings and related materials.
- 1.4.5 Installation, modification, or removal of internally illuminated street name signs, blank-out signs, or other overhead mounted electrical information or guide signs.
- 1.4.6 Intersection and Roadway Lighting repair or maintenance activities.
- 1.4.7 Installation, modification, repair, or removal of other devices, components, or equipment, or at locations not specifically listed in Appendix "A".

## **SECTION 2: COMPENSATION**

- 2.1 For services described in Section 1 above, the CITY shall pay compensation to the COUNTY, in accordance with Sections 218.70-218.80, Florida Statutes (2017), for each of the following described devices, at locations identified in Appendix "A":
  - 2.1.1 Fully signalized intersections, fire pre-empt signals, pedestrian mid-block signals, HAWK signals, or any traffic control device which operates, or is capable of operating, as a fully functional traffic control signal displaying vehicle and/or pedestrian indications, and which have comparable service requirements.
  - 2.1.2 Emergency fire pre-emption devices - Specialized equipment at fire stations, on fire trucks, or attached to traffic control signals, which are utilized to assign priority to approaching fire truck equipped with the appropriate emitter device.
  - 2.1.3 Specialized Equipment/Components – Equipment, components, or devices connected to traffic control signals, which have specialized inventory and service requirements (example: audible pedestrian signals).
  - 2.1.4 Intersection control beacons; roadside school zone beacons, warning flashers, pedestrian/school crossing flashers – These devices display flashing warning lights in a specified direction, and have comparable service requirements.
  - 2.1.5 Speed advance warning devices (Speed check/speed feedback signs) - Roadside electronic signs displaying the speed of an approaching vehicle.
- 2.2 In cooperation with the CITY, the COUNTY will annually update and reissue Appendix "A" to reflect the CITY's devices and locations. The revised Appendix "A" will be finalized by the COUNTY, and provided to the CITY prior to October 1<sup>st</sup> of each year. Appendix "A" will be updated and reissued during the year on an as-needed basis, to reflect additions and deletions of devices.

- 2.3 Concurrent with the COUNTY fiscal year, which begins October 1<sup>st</sup>, compensation rates shall be adjusted annually based on the realized costs to the COUNTY from the previous completed fiscal year. Accordingly, the COUNTY will update and reissue Appendix “B” to reflect the revised annual compensation rates, which will be provided to the CITY prior to October 1<sup>st</sup> of each year. The first adjustment under this Agreement will take effect on **October 1, 2019**, and then annually thereafter for the life of this Agreement.
- 2.4 The CITY shall make semi-annual payments to the COUNTY for the previous 6-month maintenance period, for all devices and locations identified in Appendix “A”, according to compensation rates identified in Appendix “B”. Semi-annual maintenance periods shall be October through March, and April through September.
- 2.5 Compensation for devices and locations added during the maintenance period will be prorated based on the number of days such devices and/or locations are covered by this Agreement.
- 2.6 Compensation for devices and locations removed or transferred during the maintenance period will be prorated based on the number of days such devices and/or locations were covered by this Agreement prior to removal or transfer.
- 2.7 Invoices for Enhanced Repair Services and Optional Additional Services will be submitted to the CITY in sufficient detail for proper pre-audit and post-audit thereof.
- 2.8 Should this Agreement be terminated by either party, Final Invoice will include all services provided prior to termination.

### **SECTION 3: CITY RESPONSIBILITIES**

- 3.1 The CITY agrees that any and all work involving devices and locations identified in Appendix “A” shall be performed by, or coordinated with, the COUNTY. The CITY shall not itself perform, or contract with others to perform, any work involving or affecting devices identified in Appendix “A”, without the prior authorization of the COUNTY. The CITY shall have the right to perform, or to contract with others to perform, work on any device identified in Appendix “A” in any instance where the COUNTY fails to maintain a device in accordance with the terms provided herein after ten (10) days written notice to the COUNTY of said default and opportunity to cure. If the CITY performs the work, the CITY shall be responsible for said work.
- 3.2 As a condition of this Agreement, devices and equipment installed or modified by the CITY or its contractors must comply with the standards identified in Section 1.1 above.
  - 3.2.1 In addition to any inspections by others, as may be required by permit or construction contract, and prior to close-out of such permit or construction contract, the CITY shall request a COUNTY Traffic Control Devices Review. Any issues noted during the Traffic Control Devices Review will be reported directly to the CITY.

- 3.2.2 The Traffic Control Devices Review is prerequisite to COUNTY acceptance of the installation for maintenance under this Agreement, and is made for this sole purpose. As such, it shall not interfere with or replace any inspection made for any other purpose. Acceptance of an installation for maintenance shall be at the sole discretion of the COUNTY; such acceptance shall not be unreasonably withheld.
- 3.3 The CITY will provide timely written requests to the COUNTY as needed, for additions or deletions to Appendix "A". The CITY shall ensure that all devices and locations, for which COUNTY maintenance services are required, are reflected on Appendix "A"; the COUNTY shall not be responsible for maintenance of devices or locations not properly identified on Appendix "A".
- 3.4 The CITY is responsible to contract separately for construction of new traffic signals, as well as the installation, replacement, painting, and structural repair of all concrete strain poles, steel strain poles and mast arm structures.
- 3.5 The CITY is responsible for electrical power service and communications costs incurred in connection with the operation of CITY traffic control devices.
- 3.6 The CITY shall be solely responsible for any and all standards, requirements, installation, operation, maintenance, removal of red light running cameras and similar devices.
- 3.7 The CITY is responsible for making claims for recovery of CITY expenses from third-parties, resulting from casualty, collision, significant weather event or declared disaster, or the willful acts and/or negligent actions of others, for devices and locations identified on Appendix "A".

#### **SECTION 4: RECORDS AND REPORTS, NOTICES AND OTHER CORRESPONDENCE**

- 4.1 All maintenance activities and operational changes will be recorded in a Maintenance Log.
- 4.2 The COUNTY will provide the FDOT with annual reports of maintenance activities for devices on state and federal roads, as required by the FDOT Traffic Signal Maintenance and Compensation Agreement between the FDOT and CITY.
- 4.3 Records and Reports made and maintained under the terms of this Agreement shall be made available to the CITY at all times during the term of this Agreement, and for three (3) years after final payment for services pursuant to this Agreement is made. Records include general accounting records, supporting documents, COUNTY records from all subcontractors performing work, and all other records of the COUNTY considered necessary by the CITY for proper audit of costs and services. These records will be furnished to the CITY in a timely manner, in response to written request.
- 4.4 The parties agree to comply with all applicable provisions of Section 119, Florida Statutes (2017).

- 4.5 **INVOICES AND PAYMENTS:** Invoices and payments required by this Agreement, to be given by either party to the other, shall be sent to the following respective addresses:

COUNTY:	Attention:	Accounts Receivable
	Title:	Pinellas County Utilities
	Address:	P.O. Box 1780
		Clearwater, Florida 33757-1780

CITY:	Attention:	Bart Diebold
	Title:	Public Works Administrator
	Address:	City of Pinellas Park
		5141 78 <sup>th</sup> Avenue North
		Pinellas Park, Florida 33781

- 4.6 **NOTICES AND OTHER CORRESPONDENCE:** Unless otherwise specified herein, all Notices and correspondence, with the exception of invoices and payments, as may be required by law or by this Agreement to be given by either party to the other, shall be in writing, and shall be sent by certified/registered mail to the following respective addresses:

COUNTY:	Attention:	Ken Jacobs
	Title:	Public Works Transportation Division Director
	Address:	22211 US 19 North
		Building # 1
		Clearwater, Florida 33765

CITY:	Attention:	Bart Diebold
	Title:	Public Works Administrator
	Address:	City of Pinellas Park
		5141 78 <sup>th</sup> Avenue North
		Pinellas Park, Florida 33781

## **SECTION 5: MISCELLANEOUS PROVISIONS**

- 5.1 This Agreement does not affect jurisdiction, ownership, or traffic control authority.
- 5.2 Nothing herein shall be construed to create any third-party beneficiary rights in any person not specifically party to this Agreement, or to increase the liability of the COUNTY or the CITY under any theory.
- 5.3 Nothing herein shall be construed as a waiver of sovereign immunity under Section 768.28, Florida Statutes, or any similar provision of law, by either the COUNTY or the CITY.
- 5.4 The CITY agrees to defend, indemnify, and hold the COUNTY, its employees, officers, elected and appointed officials, and volunteers (collectively, the "Indemnified Parties") harmless, to the extent allowed under law, from all claims, loss, damage and expense, including attorneys' fees and costs on appeal, arising from the conduct of the CITY and persons employed or utilized by the CITY in any way related to the performance of this Agreement.
- 5.5 In the event the CITY places or has placed a red light running camera on a traffic control device maintained by the COUNTY, the CITY voluntarily assumes all risk of accidents, injuries and damages to any person or property, and hereby releases and discharges the Indemnified Parties from every claim, liability and demand of any kind, or in any way related to the red light running cameras. The CITY shall defend at its expense, pay on behalf of, hold harmless and indemnify the Indemnified Parties from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, including attorneys' fees, judgments, losses, assessments, reimbursement and damages (collectively, "Claims"), whether or not a lawsuit is filed, which Claims have arisen out of or in connection with, in whole or in part, the red light running cameras, notwithstanding that such Claims were alleged to have been caused by, in whole or in part, the negligence of any of the Indemnified Parties. The duty to defend is independent and separate from the duty to indemnify, and the duty exists regardless of any ultimate liability of the CITY, Indemnified Parties, or any third party. The duty to defend arises immediately upon presentation of a Claim by any party to the CITY or Indemnified Parties.
- 5.6 This Agreement shall be governed and construed in accordance with the laws of the State of Florida. Should any section, sentence or clause of this Agreement be deemed unlawful or unenforceable by a court of competent jurisdiction, no other provision hereto shall be affected, and all other provisions of this Agreement shall continue in full force and effect.
- 5.7 This Agreement shall be binding upon the parties, their successors and legal representatives until terminated.

## **SECTION 6: EFFECTIVE DATE, TERM AND TERMINATION**

- 6.1 This term of this Agreement shall be begin October 1, 2018, concurrent with the beginning of the COUNTY fiscal year, and shall remain in effect for a period of ten (10) years, thereby terminating on September 30, 2028, unless extended by mutual agreement, or terminated under other provisions of this Agreement.
- 6.2 This Agreement may be amended by the mutual written approval of the parties hereto, and may be terminated by either party upon thirty (30) days written notice to the other party, as provided herein. In lieu of automatic termination upon thirty (30) days from the date of receipt of a termination notice, either party may specify a distinct termination date in a termination notice; such termination date shall be effective so long as it is subsequent to thirty (30) days from the date of receipt of a termination notice when this Agreement would otherwise terminate.
- 6.3 Obligations under this Agreement, which by their nature should survive, will remain in effect after termination of the Agreement.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)



**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement by their duly authorized officers, and have affixed their official seals hereto.

**PINELLAS COUNTY**

by and through its County Administrator

By: \_\_\_\_\_  
Mark S. Woodard, County Administrator

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Office of County Attorney

**CITY OF PINELLAS PARK**

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
City Manager

ATTEST:

By: \_\_\_\_\_  
City Clerk

Reviewed and Approved:

By: \_\_\_\_\_  
City Attorney

(SEAL)



# City of Pinellas Park

## Staff Report

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**File #:** 18-559, **Version:** 1

**Agenda Date:** 8/23/2018

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**AWARD OF BID 18/007 - ORCHID LAKE NEIGHBORHOOD IMPROVEMENTS PROJECT- G.A. Nichols Company**

NOTE: Bids were legally advertised and bids were solicited on Demand Star. Three (3) bids were received with G.A. Nichols Company (5775 126th Avenue N., Clearwater, Florida 33760) being the low bidder with a bid submittal of \$129,565.05. The amount budgeted for this project is \$200,857.00 (page 227 of the FY 17/18 adopted budget). This project will be charged to account 301481-562538 18481/110-CONSTR.

ACTION: (Approve - Deny) Authorization to award Bid 18/007 for the Orchid Lake Neighborhood Improvements Project to G.A. Nichols Company in the amount of \$129,565.05 to be charged to the appropriate account.

BID 18/007	
ORCHID LAKE NEIGHBORHOOD IMPROVEMENTS	
Bidder Name	Bid Amount
G.A. Nichols Company	\$ 129,565.05
Shearer Companies Inc.	\$ 143,305.00
Atticus Construction Services Inc.	\$ 171,214.00

## TOTAL BID PROPOSAL FORM

**MAIL TO:** Purchasing Director  
City of Pinellas Park  
P.O. Box 3138  
Pinellas Park, FL 33780-3138

**DELIVER TO:** Purchasing Director  
City of Pinellas Park  
8000 60th Street North  
Pinellas Park, FL 33781

**RE: Bid #18/007**

Delivered F.O.B., City of Pinellas Park, Pinellas Park, Florida.

My company as identified below, submits the following proposal:

**TOTAL BID PROPOSAL AMOUNT:** \$ 129,565.05

(THIS AMOUNT MUST INCLUDE \$5,000.00 CONTINGENCY)

Exceptions and/or deviations: Unknown or unforeseen conditions

I have received, read and understand all specifications and requirements.

Firm Name: G.A. Nichols Company

Address: 5775 126th Ave. N

Clearwater, FL.

(Zip Code) 33760

Telephone: (Area Code: 727) 561-0509

Authorized Signature: \_\_\_\_\_

Peter Miley  
(Type or Print Name of Signature)

Title: V.P.

Date: 8/2/2018

**PLEASE COMPLETE THE FOLLOWING SUMMARY FORMS**

**ORCHID LAKE NEIGHBORHOOD IMPROVEMENTS PROJECT**

**SUMMARY OF PAY ITEMS**

	DESCRIPTION	UNIT	QUANTITY	PRICE	TOTAL
1	Mobilization	L.S.	1	\$5,000.00	\$5,000.00
2	Maintenance of Traffic	L.S.	1	\$2,600.00	\$2,600.00
3	4" Concrete Sidewalk new	S.Y.	292	\$74.33	\$21,704.36
4	6" Concrete Sidewalk new	S.Y.	10	\$201.02	\$2,010.20
5	6" Concrete Sidewalk remove and replace	S.Y.	21	\$85.47	\$1,794.87
6	6" Concrete Sidewalk handicap ramps remove and replace (FDOT index 304)	S.Y.	40	\$23.56	\$942.40
7	6" Concrete Sidewalk handicap ramps new (FDOT index 304)	S.Y.	10	\$791.00	\$7,910.00
8	Yellow liquid truncated domes for handicap ramps (FDOT Index 304)	Each	10	\$1,240.00	\$12,400.00
9	Remove and replace 2' FDOT curb with drop curb for driveway (FDOT index 300)	L.F.	22	\$30.45	\$669.90
10	Install landscape beds per detail	Each	4	\$1,375.00	\$5,500.00
11	Install 7'x4' concrete slab, 4" thick for benches	Each	4	\$415.00	\$1,660.00
12	Install park benches (72" bench) on concrete slabs (item 11) Benches will be supplied by City.	Each	4	\$360.00	\$1,440.00
13	Asphalt parking per City Detail	S.Y.	198	\$53.34	\$10,561.32
14	Asphalt parking striping and signage	L.S.	1	\$1,171.00	\$1,171.00
15	New 16' dual fence gate (6' High)	Each	1	\$791.00	\$791.00
16	Remove 18 Palm trees and stump grind	L.S.	1	\$18,113.00	\$18,113.00
17	Remove exist. 6' C.L.F. and install new 6' C.L.F. (NW and SW corners)	L.S.	1	\$650.00	\$650.00
18	Install 4 irrigation zones along 50 <sup>th</sup> Street N. (valves to be placed in landscape beds)	L.S.	1	\$5,283.00	\$5,283.00
19	Excavation	L.S.	1	\$5,760.00	\$5,760.00
20	Clearing and Grubbing	L.S.	1	\$7,797.00	\$7,797.00

**CONTINUED NEXT PAGE**

	DESCRIPTION	UNIT	QUANTITY	PRICE	TOTAL
21	Fill Material	L.S.	1	\$3,175.00	\$3,175.00
22	Sodding (along 50 <sup>th</sup> Street N.)	S.Y.	1,060	\$7.20	\$7,632.00
23	Contingency			\$ 5,000.00	\$5,000.00
<b>PLEASE PLACE THE TOTAL ON THE TOTAL BID PROPOSAL FORM (2 PAGES PRIOR TO THIS PAGE)</b>					

**NOTE:** Some items include a 10% buffer in quantities shown. Payment will be based upon measured quantities completed and accepted by the Project Manager or Designee.

**CITY OF PINELLAS PARK  
PINELLAS COUNTY, FLORIDA**

**Contract No. 18/007**

Proposal of Orchid Lake Neighborhood Improvements CDBG Project  
(Name)

Address Pinellas Park FL. 33781  
(City) (State) (Zip Code)

TO: Purchasing Division  
City of Pinellas Park  
8000 60th Street North  
Pinellas Park, Florida 33781

Gentlemen:

The undersigned, as bidder, hereby declares that the only persons interested in this proposal as principal, or principals, is or are named herein and that no person other than herein mentioned has any interest in this proposal or in the Contract to be entered into; that this proposal is made without connection with any other person, company, or parties making a proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The bidder further declares that he has examined the site(s) of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the plans for the work and other Contract Documents relative thereto and has read all of the Addenda furnished prior to the opening of the proposals, as acknowledged below; that he fully understands and has satisfied himself relative to the scope and nature of the work to be performed.

The bidder agrees that if this proposal is accepted, to contract with the City of Pinellas Park, Pinellas County, Florida, in the form of Contract attached, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to construct and complete the work covered by this proposal and other Contract Documents for the construction of **ORCHID LAKE NEIGHBORHOOD IMPROVEMENTS CDBG PROJECT** Contract No. 18/007 and to furnish the prescribed Performance, Payment and Guaranty Bond for no less than the total bid offered.



The bidder agrees that he will furnish within ten (10) days after being notified of the award of the Contract to him, the Performance, Payment and Guaranty Bond Form as specified in the Contract Documents written by a reputable Surety Company acceptable to the Owner and authorized to do business in the State of Florida and Pinellas County. Said Bond will be furnished for not less than the total bid offered, the premium of the Bond to be paid by the Bidder.

And the undersigned further agrees that, in case of failure on his part to execute the said Contract and furnish the said Bond within ten (10) days after being notified of the award of the Contract to him, the check or Bid Bond accompanying his bid, and the money payable thereon, will be retained as liquidated damages, but not as a penalty; otherwise, the check or Bid Bond will be returned to the undersigned.

The bidder agrees that the wage rates for laborers, mechanics, and apprentices shall be not less than those established by the State of Florida Department of Commerce for this work and included in the Supplemental General Conditions.

The bidder agrees further to begin work within ten (10) calendar days after notification of the Notice to Proceed.

The bidder also agrees to reimburse the Owner as liquidated damages, for each calendar day elapsing between the date specified for full completion and the actual date of such completion, the sum specified in the General Conditions.

Acknowledgements of Addenda

Addendum No. _____	Signature _____	L.S.
Addendum No. _____	Signature _____	L.S.
Addendum No. _____	Signature _____	L.S.
Addendum No. _____	Signature _____	L.S.
Addendum No. _____	Signature _____	L.S.

Attached is a cashier's check on the \_\_\_\_\_

Bank of \_\_\_\_\_ or a Bid Bond

for the sum of Six Thousand Four Hundred Seventy Eight and 25/100

Dollars (\$ 6,478.25 ), according to the requirements of these Contract Documents.

Respectfully submitted,

G.A. Nichols Co.  
(Company Name)

Peter Miley, V.P.  
(Name and Title of Authorized Company Official)

ATTEST:   
(Signature)

Bidder's Mailing Address:

5775 126<sup>th</sup> Ave. N.

Clearwater, FL 33760

Phone Number: (727) 561-0509

The full names and residence of persons or firms interested in the foregoing Bid, as principals, are as follows:

Greg Nichols 2271 Belleair Rd. Clearwater, FL 33764  
Michele Nichols 2271 Belleair Rd. Clearwater, FL 33764

The name of the executive who will give personal attention to the work:

Peter Miley

The superintendent, project manager, or foremen who will exercise direct personal control of the work:

Peter Miley

## Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

## NON-COLLUSION AFFIDAVIT

State of Florida )

County of Pinellas )

Peter Miley, being first duly sworn, deposes and says that he is

V.P. of G.A. Nichols Co.

The party making the foregoing Proposal or Bid; that such Proposal/Bid is genuine and not collusive or sham; that said proposer/bidder is not financially interested in or otherwise affiliated in a business way with any other proposer/bidder on the same contract; that said proposer/bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any other proposers/bidders or person, to put in a sham proposal/bid or that such person shall refrain from proposing/bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference, with any person to fix the proposal/bid or affiant or any other proposer/bidder, or to fix any overhead, profit or cost element of said proposal/bid, or that of any other proposer/bidder, or to secure any advantage against the City of Pinellas Park, Florida, or any person or persons interested in the proposed contract; and that all statements contained in said proposal or bid are true; and further, that such proposer/bidder has not directly or indirectly submitted this proposal/bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

[Signature]  
Affiant

Sworn to and subscribed to me this 2<sup>nd</sup> day of August, 2018.

 JUDY A. BATTLE  
Commission # FF 914187  
Expires September 13, 2019  
Bonded thru Budget Notary Services

Judy A Battle  
Notary Public

## LOBBYING CERTIFICATION

"The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of any state or federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

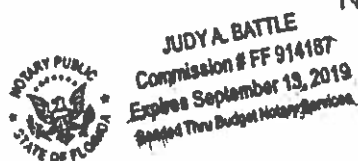
(c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, US Code. Any persons who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure."

\_\_\_\_\_  
Affiant

Sworn to and subscribed before me this 2<sup>nd</sup> day of August, 2018

\_\_\_\_\_  
Notary Public



**Certification Regarding  
Debarment, Suspension, and Other Responsibility Matters Primary  
Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 38 CFR Part 44, Section 44.510, Participants' responsibilities

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local ) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

G.A. Nichols Co.

Organization Name

PR/Award Number of Project Name

Peter Miley, V.P.

Name and Title of Authorized Representative

Signature

Date

8/2/18



**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR  
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to City of Pinellas Park  
(print name of the public entity)  
by Peter Miley, V.P.  
(print individual's name and title)  
for G.A. Nichols Co.  
(print name of entity submitted sworn statement)

whose business address is:

5775 126<sup>th</sup> Ave N.  
Clearwater, FL 33760

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-3491181

(If the entity has not FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contract for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies)

☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attached a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1(ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

  
Signature

Sworn to and subscribed before me this 2<sup>nd</sup> day of August, 2018

Personally known ☒

OR Produced identification \_\_\_\_\_ Notary Public – State of Florida

\_\_\_\_\_  
(Type of identification) My Commission Expires \_\_\_\_\_



JUDY A. BATTLE  
Commission # FF 914187  
Expires September 13, 2019  
Bonded Thru Budget Notary Services

  
Printed typed or stamped commissioned name of notary public)