

CITY OF SATELLITE BEACH

CITY COUNCIL
JANUARY 6, 2016

WORKSHOP MEETING
6:45 P.M.

REGULAR MEETING
7:00 P.M.



Posted: 12/23/15

CITY OF SATELLITE BEACH, FLORIDA

**565 CASSIA BOULEVARD 32937-3116
(321) 773-4407
(321) 779-1388 FAX**



INCORPORATED 1957

AGENDA

CITY COUNCIL WORKSHOP MEETING

**SATELLITE BEACH COUNCIL CHAMBER
565 CASSIA BOULEVARD, SATELLITE BEACH, FL 32937**

**JANUARY 6, 2016
6:45 P.M.**

- 1. CALL TO ORDER BY MAYOR CATINO**
- 2. INTERVIEW BOARD APPLICANT**

Pursuant to Section 286-0105, FSS, if an individual decides to appeal any decision made by the City Council with respect to any matter considered at this meeting, a verbatim transcript of the proceedings may be required and the individual may need to insure that a verbatim transcript of the proceedings is made. In accordance with the Americans with Disabilities Act and Section 286.26, FSS. Persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's office.

**CITY OF SATELLITE BEACH
APPLICATION TO SERVE ON CITY BOARDS**

MAY 12 2015

Name KELLY PALACE Home Phone 321.704.9304
 Address 789 SHELL ST. SATELLITE BCH. E-mail PALACEKELLY@gmail.com
 Business PALACE PROPERTIES INT'L Business Phone 321.704.9304
 HOME & BIZ Address 423 EMERALD DR. S. IHB, FL 32937

Education MASTERS OF EDUCATION, PHYSICAL EDUCATION / LICENSED REALTOR
B. A. COMMUNICATIONS
 Relevant Experience BEAUT. BOARD: I'VE STUDIED ARCH. DESIGN, LAND-SCAPING & FENG SHUI, HAVE 20+ YRS REALTOR EXP. AT WHAT MAKE BEAUTIFUL CITIES.
REC. BOARD: DIV. ONE SWIM COACH 10 YRS, AVID ATHLETE, COACH, FORMAL EDUCATION

(Use additional sheets if necessary, or attach resume.)

Are you a registered voter in Brevard County? Yes No
 Are you a resident of the City of Satellite Beach? Yes No *WILL BE FALL 2015 BUILDING ON SHELL ST.*
 Do you hold public office? Yes No
 Do you serve on a City board now? Yes No

PLEASE CHECK THE BOARD(S) BELOW YOU ARE INTERESTED IN, AND RANK MULTIPLE SELECTIONS.

(See reverse for board descriptions.)

- (2) BEAUTIFICATION BOARD
- BOARD OF ADJUSTMENT*
- CODE ENFORCEMENT BOARD*
- COMMUNITY REDEVELOPMENT AGENCY (CRA) ADVISORY BOARD
- COMPREHENSIVE PLANNING ADVISORY BOARD*
- LIBRARY BOARD
- PENSION PLAN BOARD OF TRUSTEES (GENERAL EMPLOYEES) *
- PENSION PLAN BOARD OF TRUSTEES (FIREFIGHTERS AND POLICE) *
- PLANNING AND ZONING ADVISORY BOARD*
- (1) RECREATION BOARD
- SAMSONS ISLAND WORKING BOARD

**Board members must file financial disclosure statements.*

WHY DO YOU THINK YOU ARE QUALIFIED TO SERVE ON THE BOARD(S) YOU SELECTED?

MY EXPERIENCES LISTED ABOVE ARE WHY I FEEL QUALIFIED & AS A SOON TO BE SATELLITE BEACH RESIDENT, I HAVE A PASSION TO HELP THIS FINE CITY.

WOULD YOU CONSIDER SERVING ON A BOARD NOT SELECTED ABOVE? Yes No

Signature Kelly Palace Date 5-11-15

Submit completed applications to: City Clerk, 565 Cassia Boulevard, Satellite Beach, FL 32937
 PHONE: 773-4407 FAX: 779-1388 E-Mail: lolexa@satellitebeach.org

Notice: Under Florida law, any written information you provide to the City, including any email address, is a public record. If you do not want your email address released in a public records request, do not: (i) send email to the City or (ii) include your email address in any application or correspondence to the City. Instead, contact the City by phone or in writing (but do not include your email address).

CITY OF SATELLITE BEACH, FLORIDA

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AGENDA

CITY COUNCIL REGULAR MEETING

**SATELLITE BEACH COUNCIL CHAMBER
565 CASSIA BOULEVARD, SATELLITE BEACH, FL 32937**

**JANUARY 6, 2016
7:00 P.M.**

1. **CALL TO ORDER BY MAYOR CATINO**
2. **MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE LED BY MAYOR CATINO**
3. **PRESENTATION RECOGNIZING PUBLIC WORKS PROJECT SUPERINTENDENT ROBERT SETTEMBRINO FOR HIS 30 YEARS OF SERVICE WITH THE CITY**
4. **PRESENTATION OF THE JOHN SCOTT DAILEY FLORIDA INSTITUTE OF GOVERNMENT AND THE FLORIDA LEAGUE OF CITIES CERTIFICATE OF COMPLETION OF THE INSTITUTE FOR ELECTED MUNICIPAL OFFICIALS TO COUNCILMAN STEVE OSMER**
5. **CITIZEN COMMENTS**
6. **CITY COUNCIL COMMENTS**
7. **CITY MANAGER REPORT**
8. **DISCUSS/TAKE ACTION ON THE REVISED IAFF CONTRACT**
9. **DISCUSS/TAKE ACTION ON REQUEST FOR PROPOSALS FOR SOLID WASTE SERVICES [RFP NO. 15/16-03]**

Pursuant to Section 286-0105, FSS, if an individual decides to appeal any decision made by the City Council with respect to any matter considered at this meeting, a verbatim transcript of the proceedings may be required and the individual may need to insure that a verbatim transcript of the proceedings is made. In accordance with the Americans with Disabilities Act and Section 286.26, FSS. Persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's office.

- 10. DISCUSS/TAKE ACTION ON A LOCALLY FUNDED AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF SATELLITE BEACH [SR A1A RESURFACING PROJECT]**
- 11. DISCUSS/TAKE ACTION ON CITY PARTICIPATION IN THE PURCHASE OF PLAYGROUND EQUIPMENT AT SURFSIDE ELEMENTARY SCHOOL**
- 12. DISCUSS/TAKE ACTION ON COUNCIL GOAL SETTING FOR 2016**
- 13. DISCUSS/TAKE ACTION ON APPOINTMENT OF MEMBERS TO THE CHARTER REVIEW COMMITTEE**
- 14. AGENDA ITEMS FOR NEXT REGULAR COUNCIL MEETING**
- 15. APPOINTMENT TO BOARDS**
- 16. ADOPTION OF MINUTES: DECEMBER 2, 2015, REGULAR MEETING**

City Manager's Report



To: Mayor and City Council Members
From: City Manager Courtney Barker, AICP
Meeting Date: 1/6/2016

During the entire month of January, **try one of our Recreation exercise classes for FREE** as a new student! Choose from the wide variety of exercise classes available (marked with ** on page 13). Promotion applies only to new students, not current or existing students. Each participant must complete a liability waiver, prior to participation in any class or activity.

On behalf of the staff, we want to wish you the happiest of Holidays and a wonderful New Year. We look forward to another great year of working with a wonderful City Council and residents!

Informational Items:

1. I have submitted the attached letter and opinion from our City Attorney regarding a proposal submitted to the County's Charter Review Committee that would limit ad valorem tax collection throughout Brevard County to same percentage as the CPI index.
2. I have some thank you notes and compliments regarding the Police Department and a nice letter from Bud Meyer regarding the City's work to make our City special.

Action Items:

1. Staff has been provided an issue brief from the Florida League of Cities regarding PCB-SAC 16-04 Committee Bill regarding municipal elections (see attached). The bill requires specific dates for municipal elections to be held and removes municipal home rule powers in determining our own elections. I am requesting your approval to place a City resolution opposing this Bill for your approval on the January 20, 2016 City Council meeting.

CITY OF SATELLITE BEACH, FLORIDA

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Kendall Moore, Chairperson
County Charter Review Committee
2725 Judge Fran Jamieson Way
Building A, Room #209
Viera, FL 32940

Dear Mr. Moore:

The City of Satellite Beach is expressing our deep concern for some of the charter amendment proposals that have been submitted to the Committee these past few weeks, specifically any amendment which limits the home rule powers of the municipalities.

One amendment proposal of particular concern is the amendment limiting municipal tax revenues. It should be noted that many municipalities were incorporated to provide services at levels above that provided by the County, in addition to having a governing body closer to the people. This amendment does not recognize the home rule powers of municipal governments.

Additionally, it should be noted that there is no municipal representation on the Committee. While I believe all of the Committee Members have only the best interest of the County in mind, the interests of the County are often very different than those of the various municipalities. As such, "one size does not fit all."

While some may argue that municipal residents will vote on these amendments, it should also be noted that our Constitution was voted on, as well as the Legislators that created the State Statutes. This amendment, as you can see from the attached letter from our Attorney, conflicts with both the Constitution and the State Statutes.

Government budgets, services and revenue streams are complicated, which is why we elect representatives to understand the issues in their entirety and create budgeted solutions. The amendment restricting revenues reduces our elected officials' ability to properly govern and budget for services. This amendment reduces our ability to govern to a "sound bite" that sounds great to layperson and is an immense problem for public managers and their elected bodies. The County has financial problems that would not exist today if they had the ability to properly set revenues to pay for services.

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I hope the Committee also takes into consideration that this proposed amendment will cost municipalities thousands of dollars in public education materials and meetings to make sure our residents make an informed decision.

Please consider these points and our City Attorney's letter in your deliberations.

Respectfully,

A handwritten signature in black ink, appearing to read "CHB", is written over the typed name "Courtney H. Barker, AICP".

Courtney H. Barker, AICP

City Manager

Spira, Beadle & McGarrell, P.A.

Attorneys & Counselors at Law

5205 Babcock Street, N.E.

Palm Bay, Florida 32905

Jack B. Spira
James P. Beadle
Thomas P. McGarrell
Stephen E. Spira

Telephone: (321) 725-5000
Facsimile: (321) 724-6008

Of Counsel
Michelle Stein Spira

December 16, 2015

Ms. Courtney Barker
City Manager
City of Satellite Beach
565 Cassia Blvd.
Satellite Beach, FL 32937

Re: Suggested Brevard County charter amendment
Limiting ad valorem taxation authority

Dear Courtney:

Pursuant to your request, the following is my analysis of the legality of the suggested limitation on municipal ad valorem taxation authority to be included in the Brevard County charter. As I understand the proposal summary, it was stated in relevant part as follows:

This provision could properly be a part of the Taxpayers Right to fair and equitable taxation not to exceed the annual CPI of increased per capita incomes.

The proposal appears to be a proposed cap directed at "taxation", and as such, this opinion is predicated on that assumption.

Initially, there are no cases or attorney general opinions addressing this specific proposal. Unlike a proposal generated by the electorate of a particular municipality to amend its charter, this proposal seeks to superimpose a county charter provision on the electorates of each municipality located in Brevard County. The proposed charter amendment would be voted upon by residents of Brevard County who reside in each municipality, as well as those residing in unincorporated areas of Brevard County. In theory, the residents of each municipality in Brevard County could vote against the proposal, and the proposal could still be approved if sufficient numbers of unincorporated Brevard County residents voted in favor of the proposal. This would be contrary to the provisions of Section 1.8 of the Brevard County charter.

Second, the Constitutional and statutory provisions governing this issue do not appear to support the limitations of the suggested proposal. The power of taxation is vested in the state as an attribute of sovereignty. *St. Lucie Estates, Inc. v. Ashley*, 105 Fla. 534, 141 So. 738, 739 (Fla. 1932). The power

to tax may be delegated to a municipality, *Id.*, in accordance with powers specifically granted to municipalities by the Legislature pursuant to general law. *Belcher Oil Co. v. Dade County*, 271 So. 2d 118 (Fla. 1972). A general law is defined as a “law that operates universally throughout the state, uniformly upon subjects as they may exist throughout the state, or uniformly within a permissible classification.” See *License Acquisitions, LLC v. Debary Real Estate Holdings, LLC*, 155 So. 3d 1137, 1142 (Fla. 2014). By definition, a provision of a county charter is clearly not a general law.

The following Constitutional and statutory provisions appear to govern the analysis of this matter. Section 9, Article VII, Florida Constitution, provides in relevant part as follows:

SECTION 9. Local Taxes. —

(a) Counties . . . and municipalities shall . . . be authorized by law to levy ad valorem taxes and may be authorized by law to levy other taxes. . . .

Section 166.201, Florida Statutes, provides in relevant part as follows:

166.201 Taxes and charges. — A municipality may raise, by taxation and licenses authorized by the *constitution or general law* . . . amounts of money necessary for the conduct of municipal government. . . . (Emphasis supplied)

Section 166.211, Florida Statutes, provides in relevant part as follows:

166.211 Ad valorem taxes. —

(1) Pursuant to s. 9, Art. VII of the State Constitution, a municipality is hereby authorized, in a manner *not inconsistent with general law*, to levy ad valorem taxes on real . . . property within the municipality. . . . (Emphasis supplied)

(2) The assessment and collection of municipal ad valorem taxes shall be performed by appropriate officers *as prescribed by general law*. . . . (Emphasis supplied).

Section 166.241, Florida Statutes, provides in relevant part as follows:

166.241 Fiscal years, budgets, and budget amendments. —

* * * * *

(2) The governing body of each municipality shall adopt a budget each fiscal year. . . . The amount available from taxation and other sources . . . must equal the total appropriations for expenditures and reserves. At a minimum, the adopted budget must show for each fund, as required by law and sound financial practices, budgeted revenues and expenditures by organizational unit which are at least at the level of detail required for the annual financial report under s.218.32(1). . . .

The specific *general laws* governing the manner of establishing both an ad valorem millage rate and budget adoption process for, *inter alia*, municipalities appear in ch. 200. There appears to be nothing contained in ch.200 reflecting that the powers of a municipality can be affected by a county charter provision.

Based upon the foregoing, there is no authority either authorizing a county charter referendum to impose a cap on municipal ad valorem taxation or allowing a county charter provision to affect the manner in which a municipality determines its millage rate.

Please advise if you have any other questions.

Very truly yours,


James P. Beadle

Leonor Olexa

From: Jeff Pearson
Sent: Friday, November 27, 2015 7:57 AM
To: Courtney Barker; Andy Stewart
Subject: Fw: Praise for Officer Housman and Satellite Beach Police Dept

Another successful day at the office

Jeff M. Pearson Police Chief Satellite Beach Police Department FBI National Academy #224 Phone: (321) 773-4400 Ext. 124 Fax: (321) 773-5414 Email: jpearson@satellitebeach.org

----- Original message-----

From: juliethornley
Date: Thu, Nov 26, 2015 1:25 PM
To: Jeff Pearson;
Subject: Praise for Officer Housman and Satellite Beach Police Dept

Dear Chief Pearson,

First, please let me wish each and everyone a very Happy Thanksgiving!!!! God Bless you all, your community is proud of you and has a tremendous amount of love and respect for each of you!!! Thank you for all you do, every minute of every day!!!

Now, the true reason that I am contacting you...

My name is Julie Thornley and I live in the Dunes Apartments, in Indian Harbour Beach with my ailing Mother and my disabled 14 year old daughter!!! Last night, while walking our very large, protective Boxer in the wee hours of the morning, my mother observed a body laying in the grass on Burns Blvd, fearing for her safety and the well being of the unknown person, she quickly called me from her cellphone!!! As she brought our dog into the apartment, I ran down to inspect and assess the situation!!!! After yelling to this person several times with no response, I quickly called 911 from my cellphone!!!

The Indian Harbour Beach ambulance arrived and began caring for the man!!! I kept my distance, allowing them to do thier job!!!! I was surprised when Satellite Beach Police began arriving on scene!!!! As the third police car arrived on location and the event was obviously under control, I approached!!!! With an investigative background (private sector), I understand the importance of securing ANY event before interrupting!!!! I wanted to make sure that all of my information and identification was readily available, if needed!!!

I was greeted with a huge smile by an Officer who identified himself as Officer Housman!!!! I helped him locate the person's cellphone which was laying 30 feet north of him!!!! Officer Housman treated me with such respect and kindness...I was truly moved!!!! In these days of heightened security, our officers must stay alert and cautious, however solid ties to the community build trust and respect!!!! I am EXTREMELY interested and would like to find a way to bring the respect and trust back to our men and woman who serve and protect us in our own communities!!! We need to instill this into our children so that they RUN TO our officers, instead of running AWAY from them!!!!

It was such a breath of fresh air to meet Officer Housman!!!! He demonstrated such kindness, as well as professionalism!!! It was amazingly comforting to see that while Indian Harbour Beach Police are unavailable, we can count on the immediate and professional response by our neighboring Satellite Beach Police Department!!!! This one act, really made me proud to be part of this beachside community!!! Thank you, from

the bottom of my heart!!!! I, once again, feel safe knowing that the Satellite Beach Police Department will send exceptional officers, such as Housman, when needed!!!

In closing, my family and I would like to wish all of the Satellite Beach Police Department a very safe and happy holiday season!!!! If I can offer our Beachside Law Enforcement and/or Emergency Responders any further assistance, PLEASE, don't hesitate to contact me at the below contact information!!!!

With gratitude, love and respect...

Very truly yours,

Julie L. Thornley
201 Harbour City Pkwy Apt E401
Indian Harbour Beach, FL 32937
(321) 775-3816 home
(321) 514-9976 cell

Dear Chief Pearson,

First, please let me wish each and everyone a very Happy Thanksgiving!!!! God Bless you all, your community is proud of you and has a tremendous amount of love and respect for each of you!!! Thank you for all you do, every minute of every day!!!

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With gratitude, love and respect...

Very truly yours,

Julie L. Thornley
201 Harbour City Pkwy Apt E401
Indian Harbour Beach, FL 32937
(321) 775-3816 home
(321) 514-9976 cell

Sent from my Sprint Samsung Galaxy S® 6 edge.

Leonor Olexa

From: Jeff Pearson
Sent: Saturday, November 28, 2015 1:52 PM
To: Courtney Barker
Subject: Re: A comment on one of your officers

Thanks boss, I'll pass it on

Jeff M. Pearson Police Chief Satellite Beach Police Department FBI National Academy #224 Phone: (321) 773-4400 Ext. 124 Fax: (321) 773-5414 Email: jpearson@satellitebeach.org

----- Original message -----

From: Courtney Barker
Date: Sat, Nov 28, 2015 1:39 PM
To: Frank Catino; Lorraine Gott; Mark Brimer; Steve Osmer; Dominick Montanaro;
Cc: Jeff Pearson;
Subject: Fwd: A comment on one of your officers

Great job!

Courtney Barker, AICP
City Manager
City of Satellite Beach, FL
565 Cassia Blvd
Satellite Beach, FL 32937
Phone: (321)773-4407

----- Original message -----

From: Jeff Pearson <jpearson@satellitebeach.org>
Date: 11/28/2015 12:59 PM (GMT-05:00)
To: Courtney Barker <cbarker@satellitebeach.org>, Andy Stewart <astewart@satellitebeach.org>
Cc: Leonor Olexa <lolexa@satellitebeach.org>, Linda Harlow <lharlow@satellitebeach.org>
Subject: Fw: A comment on one of your officers

Jeff M. Pearson Police Chief Satellite Beach Police Department FBI National Academy #224 Phone: (321) 773-4400 Ext. 124 Fax: (321) 773-5414 Email: jpearson@satellitebeach.org

----- Original message -----

From: Larry Hughes
Date: Sat, Nov 28, 2015 12:28 PM
To: Jeff Pearson;
Subject: A comment on one of your officers

Chief Pearson:

I would like to take a moment to pass on a word about one of your patrol officers.

Friday (11/28) night around 2300, I was pulled over by Officer Williamson, 477. Understandably, nobody wants to get pulled over, and arguably no one less than me. In response to my inquiry, she quickly confirmed that my speed was fine but she saw that my tag light was out, quickly defusing my concern. She quickly ran my license and plates, complimented me on the condition of my 15 year old car, gave me a warning, and accepted my thanks. She even let me investigate the outage while she wrote it up.

We live in difficult times for all law enforcement officers. LEOs are receiving scrutiny that most of us wouldn't want in our work place. You are subject to much criticism, some justified, most not. In this case, a holiday weekend, late at night, certainly long work hours, and separation from family to serve the community - I want you to know just how far a friendly demeanor goes in making the citizen comfortable with the situation.

From a resident of SB to two of our employees: well done, sir.

Regards,
Larry E. Hughes
1.321.720.0349

Leonor Olexa

From: Jeff Pearson
Sent: Wednesday, December 16, 2015 6:47 PM
To: Courtney Barker; Suzanne Sherman
Cc: Leonor Olexa
Subject: Fw: good comment

Jeff M. Pearson Police Chief Satellite Beach Police Department FBI National Academy #224 Phone: (321) 773-4400 Ext. 124 Fax: (321) 773-5414 Email: jpearson@satellitebeach.org

----- Original message-----

From: Arthur Clinton
Date: Wed, Dec 16, 2015 5:54 PM
To: Jeff Pearson;
Subject: good comment

It is never a good feeling when the blue lights come on behind you! The first thing to go through your mind is "is this for me" then its pull to the right and they are still behind me now I need to get off the road while finding a safe place to do so then what did I do. Well this happened to me last night on A1A. Then I had the opportunity to meet one of your Officers badge # 476 (did not get his name) who informed me that one of my head lights was out and issued me a warning. He was very courteous and professional in his communication and behavior with me and to tell the truth I was glad that he stopped me and informed me of the problem as I was unaware of it.

Again I would like to thank the Officer!!
And by the way I installed new head lights today.

Sincerely Art Clinton



405 DeSoto Pkwy
P. O. Box 372130
Satellite Beach, Fl. 32937
December 16, 2015



Courtney Barker
City Manager
Brevard County's Finest City
City of Satellite Beach
565 Cassia Boulevard
Satellite Beach, Florida 32937

Dear Ms. Barker,

Another year will soon be history. Before it closes, we want to thank you and the members of your staff and department heads, for everything you do, to help make our City such a nice place to live. We feel "truly blessed" to have lived in Satellite Beach, Florida for over 40 years. Moreover, to live in a town that has such fine dedicated men and women serving in all our City Departments.

Would you please pass on - to all staff members and department heads, our heartfelt thanks and appreciation for their "jobs well done". Their work is greatly appreciated.

My wife, Marie "Billie" Meyer (of 70 years), joins me, in wishing each of you, good health and the special gifts of Christmas - peace, hope and love.

God bless.

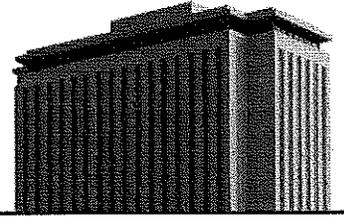
Sincerely,

W. J. "Bud" Meyer
W. J. "Bud" Meyer

World War II & Korean War Army vet.



LEGISLATIVE ISSUE BRIEFS



Municipal Elections

The Florida League of Cities OPPOSES legislation that restricts a municipality's Home Rule authority to set municipal election dates.

Background:

Elections for municipal officers are conducted during the general election in November of even-numbered years unless the governing body of a municipality has adopted an ordinance to change the dates for qualifying and for the election of members of the governing body of the municipality.

The majority of Florida's 411 cities, towns and villages, do not hold municipal elections in November. In fact, only 151 hold November elections.

Cities are responsible for the cost of city elections and usually contract with the local supervisor of elections to conduct municipal elections on their behalf. Alternatively, cities may conduct their own elections using their own voting system and equipment and not contract with the local supervisor of elections.

Current Status:

PCB SAC 16-04 is a proposed committee bill by the House State Affairs Committee. The bill preempts the authority of cities to set the date for city elections.

The bill requires all municipal elections within a county to be held on the same date as the general election in even numbered years, or on a like date in odd numbered years, or both, as determined by the Supervisor of Elections. This provision is designed to accommodate cities with even and odd numbered year terms.

If all the cities within a county and the Supervisor of Elections agree, an alternative fixed date each year may be set for city elections. This bill provides extraordinary and unprecedented powers to Supervisors of Elections over city election cycles.

The bill expressly preempts any conflicting charters, ordinances, and general or special laws. The bill provides for an orderly transition in office by automatically extending the terms for affected incumbent city officers. The bill is effective for city elections occurring after January 1, 2017.

PCB SAC 16-04 was introduced and passed by the House State Affairs Committee by a vote of 10 to 6. The PCB will now receive a bill number and further committee references.

Revised: 12/04/2015

Contact: David Cruz, Assistant General Counsel – 850-701-3676 – dcruz@flcities.com

Municipal Elections

- The Florida League of Cities OPPOSES legislation that restricts a municipality's Home Rule authority to set municipal election dates.
- Of Florida's 411 cities, towns and villages, only 151 hold November elections.
- City elections are non-partisan in nature. Shifting city elections to November may cause city elections to become injected into the partisan rhetoric usually associated with general elections.
- Many cities have staggered terms in order to maintain institutional knowledge on the city commission. This proposal may adversely affect the ability for cities to maintain staggered terms.
- Longer general election ballots lead to voter fatigue and the possibility of voters not completing a ballot and voting on city questions usually found at the bottom of a ballot.
- Holding a city election in conjunction with the general elections may require city candidates to compete with national and statewide candidates to communicate their message, receive media attention and receive campaign contributions. This may lead to higher municipal campaign costs as city candidates may have to pay higher advertising costs.



CITY COUNCIL AGENDA ITEM

#8

DISCUSS/TAKE ACTION ON THE REVISED IAFF CONTRACT

To: Mayor and City Council
From: City Manager Courtney Barker
Meeting Date: 1/6/2016
Department: Support Services

Recommended Action: Approve the revised IAFF Contract.

Summary: On October 21, 2015, the City approved a three-year contract with the International Association of Fire Fighters (IAFF) Union with several provisions. It was, however, discovered that some provisions that were agreed to in the negotiations were inadvertently left out.

As such, we are submitting this Contract to the City Council again for final approval. The amendments are small adjustments in language, with some substantive changes that are related to the application of overtime. This was adjusted to reflect the current policy for general employees.

Additionally, significant changes are proposed to Article 37, which is related to "Working out of Class." This provision is proposed to be amended to reflect the current practices of the Department.

Budget Impacts: The proposed overtime amendments will have a budget impact of approximately \$6,000.

Attachments:

- Revised IAFF Contract

Collective Bargaining Agreement

Between

The City of Satellite Beach

And

**The Brevard County Professional Firefighters
IAFF Local 2969**



**Certification Number 1797 -Firefighter/EMT
Certification Number 1798 – Captains**

Contract Years 2015-2018

ARTICLE 1 RECOGNITION	1
ARTICLE 2 MANAGEMENT RIGHTS.....	2
ARTICLE 3 GOVERNING DOCUMENTS.....	3
ARTICLE 4 PREVAILING RIGHTS	5
ARTICLE 5 IAFF REPRESENTATIVES.....	6
ARTICLE 6 DUES CHECKOFF.....	7
ARTICLE 7 UNION COMMUNICATIONS.....	9
ARTICLE 8 PERSONNEL RECORDS.....	10
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ARTICLE 1
RECOGNITION

- 1.01 The City hereby recognizes the IAFF as the exclusive bargaining representative; as defined in Chapter 447 Florida Statutes as amended for all employees employed in the unit defined by the Public Employees Relations Commission in its Certification No. 1797 dated July 2, 2012, which certification includes all regular and probationary employees in the classifications of Firefighter, Firefighter/Paramedic, Firefighter/EMT and Fire Marshall and Certification No. 1798 dated July 2, 2012, which certification includes Captains. It is specifically understood by the parties that all other employees of the City of Satellite Beach are excluded from this recognition.
- 1.02 Recognition and the terms and conditions of this agreement will terminate immediately upon the revocation of certification by PERC. This agreement is intended to specifically exclude all other member classifications, whether full-time, part-time, compensated, or non-compensated officers, members, or auxiliary members.
- 1.03 The City will not be called upon to recognize the IAFF as a bargaining agent for any of the City's employees other than those included in the certified unit set forth above, in the absence of a new certification by PERC. Clarifications of and amendments to the bargaining unit as defined above shall be by mutual consent of the City and the IAFF, or in the case of a dispute, by determination of PERC. This shall in no way restrict the right of the City to create, abolish, reclassify and/or modify job duties, descriptions or positions.

ARTICLE 2
MANAGEMENT RIGHTS

- 2.01 Except as expressly limited by the provisions of this Agreement, the Employer reserves and retains exclusively all of its normal and inherent rights with respect to the management of its operations, including but not limited to, its rights to determine and from time to time re-determine, the number of employees, location and types of its various operations, functions and services; the methods, procedures and policies; to discontinue any operation, function or service, in whole or in part, from, with or to any of its departments; to select and direct the working force in accordance with requirements determined by the Employer; to create, modify, or discontinue jobs; to establish and change work schedules and assignments; to hire, transfer, promote or demote employees; to lay off, terminate or otherwise relieve employees from work for lack of work, lack of funds or other legitimate reasons; to suspend, discharge or discipline employees for just cause; and otherwise take such measures as the Employer may determine to be necessary to the orderly and efficient operation of its various functions, services and activities.
- 2.02 The Employer shall have the right to determine solely, exclusively and unilaterally the purpose of the Fire Department, how this purpose will be met and to exercise complete control, authority and direction over the functions of the Fire Department.
- 2.03 If, in the sole discretion of the Mayor, or in his absence the Vice-Mayor, or as specified in the City Charter, it is determined that a civil emergency exists, including, but not limited to riots, civil disorder, hurricane conditions, or similar catastrophes or disorders, the provisions of this Agreement may be suspended during the time of the declared emergency, except for the monetary considerations.
- 2.04 The City agrees that all past and present full time positions (i.e. FF/EMT, FF/Paramedic, Captain/EMT, Captain/Paramedic) shall remain full time positions and will not be replaced with part time positions.

ARTICLE 3
GOVERNING DOCUMENTS

- 3.01 The Fire Chief, or designee, shall retain the exclusive right to add to, delete, or modify Standard Operating Procedures, or similar directives where such documents impact the standards of services to be offered to the public, exercise control or discretion over the organization, including the conduct of its members, impact its substantive benefits granted under the terms of this Agreement. The exercise of such rights shall not preclude unit members or their representatives from raising grievances should decisions on the above matters have the practical consequence of violating the terms and conditions of this Agreement.
- 3.02 In the absence of life safety issues, any modifications via Email of Standard Operating Procedures provided for under Section 3.01 above shall be provided to the Union, in writing, and posted at all worksites, at least thirty (30) days prior to the proposed implementation.
- 3.03 If any conflict(s) occur between this Agreement and City Personnel Policies, Standard Operating Procedures, or other documents noted above in paragraph 3.01, this Agreement shall take precedence. The generally accepted hierarchy of application shall be: The current collective bargaining agreement; Citywide Administrative Policies and Procedures; applicable departmental documents such as:
- A. City Personnel Policies: specifically, the Rules and Regulations for the governing of the Fire Department.
 - B. SOPs: (Standard Operating Procedures) Printed orders of a permanent nature, generally informational, setting forth the conduct concerning the specific circumstances or situations and having the effect and force of the Rules and Regulations.
 - C. Standing Orders: Standards set forth by the Medical Director of the Department for the care and treatment of the acutely ill or traumatic patient. These procedures may only be carried out by a State Certified Paramedic and/or a State Certified EMT who are approved to do so by the Medical Director.
- 3.04 In the event the City proposes to change or formulate a Departmental Rule, Regulation or Standard Operating Procedure, including other documents noted under Section 3.01 above, and to the extent the Union believes their rights under this agreement have been violated, the Union may proceed to ~~arbitration by providing the City with written notice of its exercise of this provision within fourteen (14) days of receipt of the written notification of the proposed change~~ negotiate with management, up to and including arbitration, by providing the City with written notice of its exercise of this provision within thirty (30) days of receipt of the written notification of the proposed change.
- 3.05 Unit members shall comply with all City Personnel Policies and Standard Operating Procedures and other lawful orders and directives issued by the department or its agents.

- 3.06 If in the sole discretion of the City Manager, or in his/her absence, the City Official so designated by law to act in his/her absence, it is officially declared that civil emergency conditions exist, including but not limited to, riots, civil disorders, or hurricane conditions, the provisions of this Agreement may be suspended during the time of the declared emergency, provided that wage rates and monetary benefits shall not be suspended.
- 3.07 The City will make available to the Union electronic copies of all governing documents referenced in this Article.

ARTICLE 4
PREVAILING RIGHTS

- 4.01 All rights, benefits and working conditions enjoyed by the unit members at the time this Agreement takes effect, which are not included in this Agreement, and are known to Management, and which do not infringe upon Management Rights consistent with this Agreement pursuant to Florida law, shall not be changed without first providing notice of the change to the Union, in writing and posted at all worksites, at least thirty (30) days prior to the proposed date of implementation.

ARTICLE 5
IAFF REPRESENTATIVES

- 5.01 The City agrees that during the term of this Agreement to deal only with the authorized representatives of the IAFF bargaining unit in all matters requiring mutual consent or other official action called for by this Agreement. The IAFF agrees to notify the Fire Chief of the name of such authorized representatives as of the execution of this Agreement and each replacement therefore during the term of this Agreement.
- 5.02 Authorized representatives shall be defined as duly elected or appointed stewards of the IAFF, provided that notification has been provided in writing to the Fire Chief at least twenty-four (24) hours in advance. Until such notice is received, the Fire Chief is under no obligation to recognize the individual as an authorized representative of the IAFF bargaining unit.
- 5.03 The IAFF bargaining unit likewise agrees that during the term of this agreement the IAFF bargaining unit and the employees covered hereunder shall deal only with the Fire Chief or his/her representative in matters requiring mutual consent or other official action. The IAFF bargaining unit agrees that neither the IAFF bargaining unit nor the employees hereunder shall seek to involve elected officials in the administration (not the approval) of this Agreement, or otherwise in the operation of the City of Satellite Beach Fire Department.

ARTICLE 6
DUES CHECKOFF

- 6.01 In accordance with Section 447.301, Florida Statutes, employees have the right to form, join, or assist labor unions or labor organization, or to refrain from such activity, to bargain collectively through representatives of their own choosing, and to engage in concerted activities not prohibited by law for the purpose of collective bargaining or other mutual aid or protection. Employees in the bargaining unit shall have the right to join the IAFF, to engage in lawful concerted activities for the purpose of collective bargaining or other mutual aid and protection, and to express opinions related to the conditions of employment, all free from restraint, discrimination, intimidation, or reprisal because of that employee's membership or lack of membership in the IAFF or by virtue of that employee holding office or not holding office in the IAFF. This provision shall be applied to all employees in this bargaining unit.
- 6.02 During the term of this Agreement, the City agrees to deduct IAFF membership dues in an amount established by the IAFF and certified in writing to the City by the President of the IAFF from the pay of those members in the bargaining unit who individually make such requests on a written checkoff authorization form provided by the IAFF. Such deductions will be made when other payroll deductions are made and will begin with the pay for the first full pay period following receipt of the authorization. A ten dollar (\$10) one-time fee shall be deducted for all new members.
- 6.03 This article applies only to the deduction of membership dues, if any, and shall not apply to the collection of any fines, penalties or assessments.
- A. Deductions for IAFF dues shall continue until either:
- (1) Revoked by the member by providing the Fire Chief and the IAFF with thirty (30) days written notice that he is terminating the prior checkoff authorization, using the form set forth in this Article.
 - (2) Revoked pursuant to Section 447.507, Florida Statutes;
 - (3) The termination of employment; or
 - (4) The transfer, promotion or demotion of the member out of this bargaining unit.
- 6.04 In the event a member's salary earnings within any pay period after deductions for withholding, social security, retirement, health insurance and other priority deductions are not sufficient to cover IAFF dues, it will be the responsibility of the IAFF to collect its dues for that pay period directly from the member.

- 6.05 The City will not be required to process dues checkoff authorization forms that are:
- (1) Incorrectly and/or incompletely filled out;
 - (2) Postdated; or
 - (3) Submitted to the City more than sixty (60) days following the date of the member's signature.

6.06 The IAFF shall indemnify, defend and hold the City, its officers, officials, agents, and members harmless against any claim, demand, suit or liability (monetary or otherwise) and for all legal costs arising from any action taken or not taken by the City, its officials, agents, and members in complying with this article. The IAFF shall promptly refund to the City any funds received in accordance with this article which are in excess of the amount of dues which the City has agreed to deduct. The appendix entitled termination of deduction should read:

Instructions to Stop Payment/Deduction of IAFF Dues

I hereby instruct the City of Satellite Beach to stop deducting from my paycheck each month the current regular monthly IAFF dues. A copy of these instructions has been sent to the IAFF in compliance with Florida Statutes.

Name: _____

Address: _____

Signature: _____

Date: _____

6.07 The City shall transfer payment either electronically or by check for each pay period upon completion of payroll.

ARTICLE 7
UNION COMMUNICATIONS

- 7.01 The City agrees to furnish in the squad room of the Fire Department, wall space not to exceed 36 x 48 inches for an IAFF purchased bulletin board of an equal size. The IAFF bulletin board must be glass encased and locked.
- 7.02 The use of the IAFF bulletin board space is limited to the following notices:
- (1) Recreation and social affairs of the IAFF,
 - (2) IAFF meetings,
 - (3) Reports of the IAFF committees,
 - (4) IAFF benefit programs,
 - (5) Training and educational opportunities,
 - (6) Notice and announcement of internal elections, and
 - (7) Other materials pertaining to the welfare of the IAFF members, excluding election campaign material of any type of kind.
- 7.03 Notices posted on these bulletin boards shall not contain anything reflecting adversely on the City, of any of its officers or employees; nor shall any posted material violate or have the effect of violating any law, rule, or regulation. The Fire Chief shall have the right to remove such material, at which time the IAFF will be notified. Such removal shall not be subject to the grievance procedure in this agreement.
- 7.04 Notices posted must be dated and bear the name of the IAFF's authorized representative and the Fire Chief or his designee before posting.
- 7.05 Repeated violations of these provisions by an IAFF authorized representatives shall be a basis for removal of the bulletin board privileges by the Fire Chief. Such removal of privileges shall not be subject to the grievance procedure contained in this Agreement.

ARTICLE 8
PERSONNEL RECORDS

- 8.01 The City will comply with applicable court orders and Section 119.07(3)(I), Florida Statutes, and until otherwise directed by court order, will not reveal the home address, telephone number, or social security number of active or former fire personnel; the home address, telephone number, social security number, or places of employment of the spouses and children of such personnel; and the names and locations of the schools and day care facilities attended by the children of such personnel.
- 8.02 It shall be the right of any bargaining unit employee, at reasonable times, to inspect and make a copy of his or her personnel records, internal file, and division file. All Department personnel shall keep personnel records confidential in accordance with applicable law.

ARTICLE 9
LICENSES AND QUALIFICATIONS

- 9.01 The Union agrees that it is a condition of employment that each unit member acquire and maintain the State and City certifications or qualifications required for his/her given job classifications.
- 9.02 Failure to obtain or retain the necessary State and/or City certifications or qualifications will result in automatic suspension, without pay, until the State and/or City certifications or qualifications are obtained or reinstated.
- 9.03 The City will, when feasible, agree to modifications in the work schedule of a unit member to permit attendance of schools for the furtherance of training or education related to fire and medical services for courses which the City is unable to provide where there is no additional cost to the City and there is an adequate qualified unit member available to work the schedules as required. If there is no additional cost to the City, personnel shall be allowed to attend classes leading to certification while on duty.
- 9.04 The City will provide at least one opportunity, while on duty, and paid for by the City, for required training and/or courses, necessary to maintain a Unit member's State EMT or Paramedic license or any other department required certifications, licenses or credentials.
- 9.05 Unit members retain the right to recertify licenses, certifications or credentials through outside State approved courses at their own expense.

ARTICLE 10
WAGES

10.01 During the term of this Agreement, the salary ranges for bargaining unit members shall be as follows:

Firefighter/EMT	\$33,547 - \$52,333
Firefighter/Paramedic	\$40,776 - \$63,611
Captain/EMT	\$38,834 - \$60,581
Captain/Paramedic	\$44,956 - \$70,131
<u>Community Paramedic</u>	<u>\$40,776 - \$63,611</u>

10.02 For the fiscal years October 1, 2015 to September 30, 2016 (FY 15-16), October 1, 2016 to September 30, 2017 (FY 16-17), and October 1, 2017 to September 30, 2018 (FY 17-18), all bargaining unit members shall have their salaries adjusted at the beginning of each fiscal year pursuant to the three year compression plan attached to this Agreement as Appendix A.

10.03 In addition to the increases set forth in Section ~~10.2~~ 10.02, in the event that the City affords all first responder employees of the City an increase in FY 15-16, all bargaining unit members shall receive the same percentage increase in FY 15-16. In the event that the City affords all first responder employees of the City an increase in FY 16-17, all bargaining unit members shall receive the same percentage increase in FY 16-17. In the event that the City affords all first responder employees of the City an increase in FY 17-18, all bargaining unit members shall receive the same increase in FY 17-18. Any increases afforded bargaining unit members pursuant to this Section (10.03) are expressly contingent upon the City Council affording increases to first responders in FY 15-16, FY 16-17 and FY 17-18.

10.04 During the term of this Agreement in the event the City affords non-bargaining unit employees an across the board non-COLA increase, the same increase shall be afforded to bargaining unit members. Those bargaining unit members who are at or above the maximum salary ranges would likewise receive the same non-COLA increase in a lump sum payment.

10.05 All future increase beyond the term of this Agreement, if any, shall be subject to negotiations by the parties.

ARTICLE 11
HOURS OF WORK

11.01 Twenty-Four (24) Hours On Duty / Forty-Eight (48) Hours Off Duty Schedule

- A. Unit members assigned to a twenty-four (24) hours on duty / forty-eight (48) hours off duty schedule will normally work a repeating cycle of twenty-four (24) hours on duty, followed by forty-eight (48) hours off duty.
- (1) The normal Shift of work is a twenty-four (24) hour period commencing at 7:00am.
 - (2) Any overtime worked shall be paid in accordance with the provisions of Article 13: Overtime and the Fair Labor Standards Act, so long as this Act applies to the City.

ARTICLE 12
CALL BACK PAY

- 12.01 A unit member who is off duty and required to return to operation duty on an unscheduled basis shall be paid call back pay. The called back unit member shall be paid for the actual hours worked, with a minimum guarantee of 2 hours overtime pay.

ARTICLE 13 OVERTIME

- 13.01 The Fire Chief shall establish the workweek, hours of work and schedules best suited to meet the needs of the Fire Department and provide service to the community. The normal work period will consist of fifty six (56) hours in a seven (7) day period. Nothing in this Agreement shall be construed as a guarantee or limitation of the number of hours to be worked per week.
- 13.02 All members shall be available at all times for the performance of duties beyond the ordinary or normal work period as may be required.
- 13.03 (a). Premium Pay. A bargaining unit employee who ~~actually~~ works 106 hours in a fourteen (14) day cycle shall receive “premium pay” in the amount of 6 hours of half time pay based upon their regular rate of pay. The use of vacation leave or sick leave shall count as actual hours worked.
- (b). Overtime Pay. Bargaining unit members who work any hours greater than their regularly scheduled shifts shall be paid time and one half their regular rate of pay. Vacation leave hours and sick leave hours shall count as scheduled hours worked for the purpose of entitlement to overtime pay.
- (c). Bargain Unit employees who are on a forty (40) hour work week schedule shall accrue overtime consistent with the City policy for overtime.
- 13.04 The City will notify employees fourteen (14) days in advance of a permanent change in assignments. This will not prevent the Employer from making temporary changes due to manpower shortages, coverage requirements, emergencies, etc.
- 13.05 Management may work in place of a bargaining unit employee a maximum of three (3) hours per shift in cases of emergency circumstances by the employee; provided, however, that this maximum hour restriction may be increased where the City Manager projects that the fiscal year fire department overtime budget will be exhausted and shall not exceed 30 days in a fiscal year.

ARTICLE 14
COMPENSATORY TIME

14.01 A unit member may elect, at his/her option, in lieu of overtime pay, compensatory time leave at the applicable straight or overtime rate.

ARTICLE 15 SHIFT EXCHANGES

15.01 Shift Exchange Approval and Qualifications

- A. An off-duty unit member shall submit a request for a shift exchange with his/her Supervisor or pre-specified designee, in his/her sole discretion, who may grant the request to exchange tours of duty or days off, without a change in pay. The request shall not be unreasonably denied.
- B. An off-duty unit member who requests a shift trade for his/her next scheduled shift shall submit a request for a shift exchange with their Supervisor who may grant the request to exchange tours of duty or days off, without a change in pay.
- C. The shift exchange may be granted provided that the exchanging unit members are of like job classifications or qualified (defined as "having passed the applicable promotional exam"), to perform the duties of the exchanged rank. All agreements must be in writing, as described below. Requests for shift exchanges shall be made and approved at least twenty-four (24) hours in advance of the specified day(s)/tour(s) of duty to be exchanged. Immediate, emergency shift exchanges may be approved while the requesting unit member is on-duty, at the discretion of their Supervisor or pre-specified designee. The Supervisor shall immediately forward the shift exchange approval to the unit member.

15.02 Verbal Approval

Verbal approval may be granted by the Supervisor or pre-specified designee. The unit member agreeing to the shift trade must notify the approving authority and indicate that they will be working. The unit member will complete the necessary documentation upon reporting to a worksite.

15.03 Obligation to Repay Shift Exchanges

When paying back the shift exchange, the unit member who owes the shift will be responsible and held accountable for that duty time. Repayment date must ~~be noted on shift exchange form and must~~ occur within one hundred eighty (180) calendar days. ~~Repayment date may be changed pending Supervisor approval, however, must still customarily occur within the one hundred eighty (180) calendar days.~~ Unit members involved in the shift exchange will be responsible for keeping track of the one hundred eighty (180) calendar days.

15.04 Unit Member Responsibility

The unit member agreeing to work the shift will be responsible and held accountable for the duty time. If the agreeing unit member does not work an approved shift trade due to illness, his/her sick leave bank will be charged. The unit member will be required to provide competent proof of illness for the sick leave bank to be charged. In the event that required competent proof is not provided the unit member's annual leave bank will be charged. If the agreeing unit member does not work an approved shift trade due to a reason other than illness, his/her annual leave bank will be charged and applied to the affected member's leave bank. In the event the agreeing unit member does not have sufficient sick leave or annual leave to be applied against said absence, the time owed shall be deducted from the unit member's sick leave or annual leave once sufficient time has accumulated.

ARTICLE 16
ANNUAL LEAVE

16.01 Accrual Rate

Unit members shall earn annual leave in accordance with the following schedule and shall be credited to unit members' annual leave balance as of the last calendar day of the month. The leave is listed as a total annual accrual and shall be divided between the 12 months evenly.

Months of Service	56 Hour Schedule Annual Leave
0 to 36 months	144 hours
37 to 72 months	156 hours
73 to 108 months	168 hours
109 to 120 months	180 hours
121 to 132 months	192 hours
133 to 144 months	204 hours
145 to 156 months	216 hours
157 to 168 months	228 hours
169 to 180 months	240 hours
181 months or more	252 hours

16.02 New Unit Members

New unit members shall begin earning annual leave as of the first full pay period of employment. Unit members whose first full pay period of employment is one (1) of the two (2) non-accrued periods in each year, will begin accrual the next pay period. Unit members will be entitled to use their annual leave after completing six (6) months of service. Unit members with less than six (6) months of service may use annual leave as a continuation of authorized sick leave. Probationary unit members who have successfully completed the new hire orientation program may be allowed to use their annual leave for unusual circumstances and job-related educational opportunities with prior approval from the Chief.

16.03 Accrual of Annual Leave

A. Usage

- (1) Annual leave earned in excess of 1 ½ times the listed annual accrual rate must be used in the calendar year that it is earned, and any excess above these hours shall be lost as of December 31st of that calendar year, except as provided in Section ~~A.2~~ A(2).

- (2) It shall be the unit member's sole responsibility to schedule and utilize any accrued or accumulated annual leave in excess of the amounts set forth in Section ~~A.1~~ A(1) by the end of the calendar year. Where the City has prevented the unit member from utilizing annual leave by revoking pre-approved leave during October, November and December and not permitting the unit member to utilize such leave on alternate days before the end of that calendar year, the unit member may convert such annual leave to the unit member's sick leave bank on an hour for hour basis. The City shall make every reasonable effort to re-schedule the revoked annual leave.

16.04 Unpaid Status

Annual leave shall not be earned while a unit member is in an unpaid status of thirty (30) days or longer.

16.05 Leave Purposes

Annual leave may be used for any purpose.

16.06 Scheduling

- A. Each unit member shall request the times during the year when he/she desires to schedule annual leave. An annual leave request shall be submitted in a form and by means selected by the City.
- B. The City will advise the member if the leave is approved. The City will notify members whose requested approved annual leave has been cancelled and in cases where the request for annual leave is denied for reasons other than standard availability, the City will provide the reason for the cancellation.
- C. The Fire Chief, or designee, may deny or cancel an approved annual leave request during the period of a posted notification of mandatory in-service, except when annual leave use has been approved prior to the posting and/or natural or man-made disaster.
- D. The Fire Chief, or designee, may continue the use of annual leave if it was approved prior to the occurrence of the natural or man-made disaster.
- E. The City shall make every effort to meet the request of the unit member consistent with the requirements of its operations, however, it reserves the right to deny annual leave when such absence would interfere with the effective operation or work schedule of the Fire Department. No "vacation freezes"

shall be instituted during the term of this Agreement except by the City Manager, and in no event for longer than 30 days per fiscal year.

- F. Annual leave requests with less than fourteen (14) days' notice require the approval of the Chief or designee.
- G. Annual leave requests which are not scheduled at least fourteen (14) days in advance and which incur overtime and are without a replacement secured may only be granted by the Fire Chief or his/her designee, in unusual circumstances such as funerals, family/personal emergencies, or like incidents.
- H. If a unit member provides appropriate documentation for the use of sick leave while on annual leave, accrued sick leave shall be charged and not annual leave.

16.07 Cancellation of Approved Annual Leave

- A. A unit member shall submit a cancellation for scheduled annual leave in a form and by means selected by the City.
- B. In the event a unit member wishes to cancel approved annual leave less than seventy-two (72) hours in advance of the scheduled date, the unit member shall contact the City for the identification of the unit member(s) who has been scheduled to work overtime to replace the unit member. The unit member shall be responsible for notifying the unit member who has been scheduled to work the overtime that has been cancelled. The unit member shall be responsible for confirming the notification with the City to obtain approval for the cancellation.

16.08 Resignation/Separation

- A. A unit member who resigns, retires, or is separated in good standing shall be paid for the unused annual leave balance earned by him/her as of the date of separation at the then current rate of pay.
- B. In the event of a unit member's death, his/her designated beneficiary or estate shall be paid for the unused annual leave balance at the then current rate of pay.
- C. A unit member who is terminated prior to completion of his/her initial probationary period shall not be eligible for annual leave pay.

16.09 Management reserves the right to use mandatory overtime to fill annual leave on holidays within its sole discretion. Denial/cancellation of annual leave on holidays will be in Management's sole discretion.

16.10 Employees who have maxed out vacation leave and used at least one hundred twelve (112) hours of vacation time in a calendar year, may sell back to the City up to one

hundred twelve (112) hours of vacation leave annually. Payment will be made in December.

ARTICLE 17 SICK LEAVE

17.01 Permitted Use

Sick leave may be used for the purpose of providing compensation to unit members who are incapacitated and unable to perform their duties due to illness, injury, to attend medical appointments, or an illness or injury of a non-critical nature to a member of the unit member's immediate family which requires the personal care and attention of the unit member. For the purpose of this subsection, immediate family means only members of the unit member's household and natural or adopted children of non-custodial parents or a unit member's non-household parents.

17.02 A unit member who utilizes sick leave shall be paid for all sick leave used at his/her current rate of pay. A unit member shall have his/her sick leave balance reduced by the amount of sick leave utilized.

17.03 Accrual of Sick Leave

Employees shall earn one hundred forty-four (144) hours of sick leave a year computed on the basis of twelve (12) hours per month.

Sick leave may be accrued for a total of no more than one thousand six hundred twenty (1,620) hours for employees.

Employees shall be paid fifty percent (50%) of up to seven hundred twenty (720) hours or a maximum of three hundred sixty (360) hours accumulated sick leave time, upon termination, provided they have completed one year of continuous employment and further provided that termination is due to layoff, retirement, death or when an employee leaves in good standing and gives a minimum of two weeks' notice.

17.04 Notification

- A. A unit member who utilizes sick leave in accordance with Section ~~18.04~~ 17.01, shall notify the City of the nature of the use of sick leave and expected period of absence, as soon as possible prior to 0600 hours the day of the regular scheduled reporting day. Emergencies happening outside the above set time frame shall be called in as they occur. Failure to provide notification as outlined above shall be cause for denial of paid sick leave and subject the unit member to progressive disciplinary action.
- B. Sick leave notifications that do not provide an expected time period will be considered to be for a full shift, (8, 10, 24 hours) in duration. An employee may not return to duty during the shift that they utilized sick leave unless approval is granted by the Chief or designee.

17.05 Overtime and Holidays

Sick leave shall be charged only against a unit member's regular workday and shall not be charged for absences on pre-arranged overtime workdays or unscheduled call in overtime workdays.

17.06 Restricted Sick Leave

The Department will establish and maintain reasonable controls and requirements to assure that sick leave is used for the purpose of providing compensation in accordance with Section ~~18.04~~ 17.01.

A. Definitions

Proof of illness/injury – An original physician's note. The note will contain, as a minimum: the unit member's name, date the unit member was physically seen by the physician (or medical practice) and the signature of the physician (or authorized member of the physician's medical practice). Additionally the unit member may provide medically competent proof for chronic medical conditions. The Department may contact the physician to verify the legitimacy of the proof of illness/injury.

17.07 Requirements to Provide Proof of Illness/Injury

Proof of illness/injury must be provided automatically under the following circumstances:

- Immediately before, during or immediately following a holiday
- When out sick for three (3) or more consecutive duty days
- When utilizing sick leave when a unit member is scheduled for mandatory training
- When the use of sick leave occurs on a day or days for which annual leave was requested and denied
- All pre-scheduled sick leave (i.e. Doctor appointments)

In those circumstances where management has a reasonable belief that sick leave is not being used in accordance with ~~18.04~~ 17.01, the City may require competent medical documentation be furnished providing the notification is made to the unit member prior to or during the period the sick leave is being utilized.

17.08 Sick Leave Units

No sick leave shall be granted in units of less than one-half ($\frac{1}{2}$) hour, however, after the initial one-half ($\frac{1}{2}$) hour, sick leave may be taken in units of one-quarter ($\frac{1}{4}$) hour.

17.09 Illness While on Vacation

In the event a unit member becomes ill or suffers an injury/disability while on vacation, at the unit member's option, the time off may be charged to any available sick leave upon furnishing appropriate evidence as to the illness or disability.

17.10 Sick Leave Bonus

Employees who use no sick leave during a calendar year shall be credited with twenty-four (24) hours of annual leave.

17.11 Sick Leave Donation

Employees may donate a maximum of fifteen (15) hours per calendar year of their sick leave to another employee or employees that have no sick leave accumulation. Each donation shall be subject to the approval of the receiving employee's department head.

17.12 Sick Leave Sell Back

Employees may request to "sell back" to the City one hundred twelve (112) hours of sick leave upon accruing 1,620 hours of sick leave. Payment will be made in December. Only one request and one payment shall be made per calendar year. The deduction of hours of sick leave from the employee's total will be made at the time of the request.

17.13 Use of Annual Leave when employee call out sick

For the purpose of filling out time cards employee may use annual leave in place of sick leave if employee so desires.

**ARTICLE 18
HOLIDAYS**

18.01 Days Observed

A. The following is a list of approved holidays:

- New Year's Day – 1
- Memorial – 1
- Independence – 1
- Labor – 1
- Thanksgiving – 2
- Christmas – 2

The actual dates shall be published at the beginning of each calendar year by the City Manager in accordance with the following formula:

B. Bargaining unit employees will be permitted seventy two (72) floating holiday hours each fiscal year. Bargaining unit employees hired after October 1 of each year will receive the appropriate pro rata share of the floating holidays for each year.

Floating holidays are subject to the following:

- (1) It is the intent of these rules to have the employees take their floating holidays during the fiscal year in which they were earned, otherwise all hours remaining at the end of the fiscal year will revert to zero.
- (2) Floating holidays are approved by the Fire Chief.
- (3) If it is not possible for an employee to take his/her floating holidays as requested, they will be rescheduled for other days. Under no circumstance will any eligible employee be paid for floating holidays in lieu of time off.

ARTICLE 19
EDUCATION LEAVE

- 19.01 Unit members may be granted education leave, with permission of the Fire Chief, or designee, with pay for educational purposes to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve, maintain or upgrade the individual's certifications, skills and professional ability.
- 19.02 A unit member shall submit his/her request for education leave, with written justification, to the Fire Chief, or his/her pre-specified designee, at least fourteen (14) calendar days in advance of the date the administrative leave is to be used.

ARTICLE 20
MILITARY LEAVE

- 20.01 Regular employee who are commissioned reserve officers or reserve enlisted personnel on the United States military or naval service or members of the Florida State National guard, shall be entitled to leave of absence from the respective duties without loss of pay for such time as they shall be ordered to military service of field training in an active duty or active duty for training status, for a period not to extend seventeen (17) consecutive calendar days in any calendar year.
- 20.02 The employee shall be required to submit an order or statement from the appropriate military commander as evidence of any such duty. Such Order or statement shall accompany the formal request for military leave at least two (2) weeks in advance.
- 20.03 Regular employees who are members of the Armed Forces Reserve or Florida National Guard shall be excused from work without pay to attend active duty training drills as required. Evidence of membership in the applicable organization shall be provided to the department of the employee. Requests for such absences from work shall be made by the employee in writing. The submission of the applicable Reserve or National Guard training schedule, specific to the employee, will satisfy this requirement. Except upon declaration of civil emergency conditions, if there is a conflict between departmental scheduling and required military training, the department will make every effort to excuse the employee from work.

ARTICLE 21
JURY DUTY

- 21.01 A unit member who is required to report for jury duty or jury service on a regularly scheduled workday shall be placed on jury leave with pay for the period of time which the unit member is required to report or serve. Any fees received for jury duty shall be retained by the unit member. The unit member shall not be eligible for reimbursement by the City for any meals, lodging, travel or other expenses incurred while serving as a juror. If the unit member, due to residence, must serve jury duty outside of Brevard County, the unit member may be required to use other leave for any time requested in order to actually report for jury duty, (e.g. unit member would like the 2nd half off to report to jury duty the next day).
- 21.02 A unit member shall notify his/her supervisor, if it is a scheduled workday, when released from jury duty. If the unit member is released from jury duty within one (1) hour of the end of the schooled workday, he/she shall not be required to return to duty and shall receive the normal duty day pay and benefits. Otherwise, the unit member shall return to the duty station or workplace when release from jury duty or jury service.

ARTICLE 22
VOTING

- 22.01 A unit member working 24 hour shifts, who is registered to vote and whose regular duty falls on the date of the Primary, General or Special Election, is expected to utilize early voting and/or obtain an absentee ballot for voting purposes. Such unit members who fail to make the adequate arrangements must charge annual leave or leave without pay at the beginning of their shift for voting purposes.
- 22.02 Such unit members, who due to circumstances beyond their control, i.e. shift changes, exchanges or mandatory overtime, are unable to obtain an absentee ballot, may be granted leave if their shift hours coincide with all hours the polls are open.

ARTICLE 23
FUNERAL LEAVE

Funeral leave may be granted with pay for a period not to exceed two (2) 24 hour shifts in the event of death in the immediate family (hours will not be deducted from vacation or sick leave). Immediate family includes:

- Father
- Mother
- Brother
- Stepbrother
- Sister
- Stepsister
- Husband
- Wife
- Child
- Stepchild
- Grandparent
- Grandchild
- Father-in-law
- Mother-in-law
- Brother-in-law
- Sister-in-law
- Son-in-law
- Daughter-in-law
- Legal Guardian
- Any other relative living in the same household as employee

ARTICLE 24
MATERNITY/PATERNITY LEAVE

- 24.01 A unit member shall be entitled to secure a maternity or paternity leave of absence without pay for childbirth, recovery, and/or child rearing following birth or adoption for a period of up to twelve (12) weeks. Unit members who are eligible for paid leave may be required to utilize such paid benefits prior to taking leave without pay.
- 24.02 A pregnant unit member shall request maternity leave by notifying her immediate supervisor of the date she will begin said leave at least two (2) weeks prior to the anticipated date of delivery. In the event of an adoption, the unit member shall notify her immediate supervisor of the date she will begin said leave with at least two (2) weeks prior notice. The unit member shall return to her previous rate of pay and benefits on the day of delivery. The unit member shall return to her previously assigned duties and benefits at any time during the leave of absence upon the presentation of a medical certification from her person physician (if necessary) indicating that she is able to perform her original duties.
- 24.03 A male unit member shall request paternity leave by notifying his immediate supervisor of the date he will begin said leave with at least two (2) weeks prior notice. The unit member shall return to his previously assigned duties at his previous rate of pay and benefits at any time during the leave of absence.
- 24.04 Sick leave or other applicable benefits may be used for any absence during pregnancy and/or childbirth and subsequent recovery, consistent with established parameters for such leave or benefit utilization.
- 24.05 All leave time will count towards any FMLA time benefit owed to both maternity/paternity leave.
- 24.06 In the event that both employees affected work for the City, the twelve (12) weeks FMLA allotted time is an aggregate amount of leave shared by both City employees.

ARTICLE 25
LEAVE OF ABSENCE WITHOUT PAY

A unit member may request and be granted a leave of absence in accordance with City Policy, including leaves of absence under the Family Medical Leave Act.

ARTICLE 26
WORKERS COMPENSATION

- 26.01 Any employee who sustains a work-related sickness or injury shall process his/her claim in accordance with the Florida State Workers' Compensation Law.
- 26.02 If it is determined the injury or sickness falls under the coverage, and, if such sickness or injury is not caused by the negligence of employee, and, if there is lost time involved, any non-probationary employee may be granted a leave of absence at base salary, less payment from Workers' Compensation, up to a maximum of four (4) weeks in a calendar year. At the expiration of the four (4)-week period, if the employee is still disabled, continued absence may be charged to earned sick leave or vacation less payment from Worker's Compensation.
- 26.03 Any payment received from Workers' Compensation by the employee shall offset any salary received so that in no case will the amount of total compensation be more than base salary.

ARTICLE 27
LIGHT DUTY

- 27.01 Many slight injuries and sicknesses may prohibit the performance of regularly assigned duties; however, there may be other duties that such employees may be able to perform without aggravating such injuries or sicknesses. Providing the physician states that "light duty" work is acceptable, this employee may, upon approval by the Fire Chief, report to his/her supervisor for assignment within the department.
- 27.02 The department may assign such duties as the health and condition of the involved employee permits, but only in cases where bona fide jobs or duties are available. In addition, such assignments will be allowed only when the Fire Chief determines that the employee can, in fact, be productively employed at "light duty."

ARTICLE 28
COURT APPEARANCES

28.01 Work Related On-Duty Appearance

A unit member who is subpoenaed, summoned or ordered to appear as a witness, defendant or deponent, on a regularly scheduled workday, on behalf of the City as a result of the unit member's employment with the City shall be considered to be on duty and shall receive all pay and benefits, as provided in this Agreement, for all times associated with the subpoena, summons or order. The unit member shall be paid the mileage allowance, as provided by this Agreement, unless a travel fee is provided by the Court or transportation is provided by the City. If the unit member is released from the appearance within one (1) hour of the end of his/her assigned shift he/she may not be required to return to duty and shall receive the normal duty day pay and benefits. Otherwise, the unit member shall return to the duty Station or workplace when released from the appearance.

28.02 Work Related Off-Duty Appearance

A unit member who is subpoenaed, summoned or ordered to appear as a witness, defendant or deponent, while off-duty, on behalf of the City as a result of the unit member's employment with the City shall be considered to be on duty and shall be paid one and one half (1 ½) time the unit member's hourly rate of pay, with a minimum payment of two (2) hours straight time, for all time associated with the subpoena, summons or order. On duty status only applies for the period of time that the employee is actively performing duties related to the required appearance, (i.e. in the courtroom, at the courthouse, attorney's office, not in a "stand-by" to wait scenario). Any fees awarded shall be retained by the unit member. The unit member shall be paid the mileage allowance, as provided by this Agreement, for the distance to and from the unit member's residence and the location of the appearance, unless a travel fee is provided by the Court.

A unit member required to appear in court while on scheduled vacation leave shall be considered to be on duty for the appearance time upon presentation of the required documentation.

28.03 Non-Work Related Court Appearance

A unit member who appears in court as a witness, plaintiff or defendant due to personal litigation or criminal charge or whose appearance is voluntary shall be required to use leave or leave without pay, at his/her option, for any such absence from work.

ARTICLE 29
LEGAL PROTECTION

- 29.01 The Employer will undertake the defense of any employee against civil damage suits filed against the employee involving any act, event or omission of action in the scope of the employee's employment or function. It shall be the separate responsibility of the employee to determine whether or not a countersuit should be filed on his behalf, and the employee shall make the necessary arrangements for the employment of counsel concerning the filing of the countersuit. The Employer will notify the employee of any suit or countersuit filed in such an action. Subject to the monetary limitations set forth in Section 768.28, Florida Statutes, the Employer will indemnify the employees for those judgments levied against them in accordance with Section 768.28, Florida Statutes, as a result of any negligent act, event or omission of action within the scope of the employee's employment or function. The Employer shall not be responsible for any punitive damages, which may be entered against an individual employee.
- 29.02 The City shall provide upon a unit member's request, legal representation when the unit member is required by subpoena to appear as a witness in court or provide a deposition by the State Attorney, Public Defense or Federal agency where the City is a named party in a lawsuit and the above referenced appearance is a result of legal action arising out of an incident which occurred during the unit member's official duties with the City.

ARTICLE 30
FORMAL INVESTIGATION INTERVIEW

- 30.01 Where applicable, Department investigations for disciplinary actions shall be conducted pursuant to Florida Statute 112.80, commonly known as the Firefighter Bill of Rights. (Appendix B)
- 30.02 When a unit member is facing disciplinary actions, the City shall serve the unit member with Formal Investigation paperwork prior to the beginning of the investigation.
- 30.03 The unit member is allowed to have one (1) personal representative (who may be the Union representative), or an attorney, present during a formal investigation interview. All copies of interview documentation, items to be discussed during the formal interview, and the identity of the interviewers, shall be supplied to the employee no less than twenty four (24) hours prior to the interview.
- 30.04 No pre-disciplinary notice shall be served on a Friday for a hearing to be held the following Monday.
- 30.05 The unit member (or Union) is allowed one (1) continuation to last no more than seven (7) calendar days, to secure a representative.

ARTICLE 31
DISCIPLINE AND DISCHARGE

31.01 All disciplinary action shall be administered in accordance with City Policy.

ARTICLE 32
REDUCTIONS IN FORCE

- 32.01 When for any lawful reason the City determines that it must reduce its workforce, the City, in its sole discretion, shall determine the number of unit members and ranks to be reduced. The City Manager shall consider the recommendations of the Union, where such recommendations are submitted in a timely manner, prior to the final determination of layoff.
- 32.02 Where a layoff is proposed as part of a preliminary budget submittal, the City shall provide the Union President, in writing, the number of positions in each rank that are to be reduced no later than September 16th (or the next business day) of the year prior to the next fiscal year. Layoffs shall occur in the following order, as applicable:
- A. No bargaining unit employee with regular (non-probationary) status in an affected class shall be subject to layoff while an employee on probationary status is serving in that class.
 - B. In the event that the number of budget positions for a particular rank is to be reduced, the City shall first eliminate any vacant positions for that rank.
 - C. In the event the elimination of vacant positions for that rank does not satisfy the total position reduction for that rank, then such unit member shall be laid off on the basis of the following factors, each weighted equally; length of service with the City and performance evaluations for the past three years; or for the entire period where the length of service with the City is less than three years. In the event that two (2) or more employees affected have the exact same amount of service, the employee with the lowest performance evaluation record will be laid off first.
 - D. In the event of a reduction of force, the Department will consider a number of relevant factors in determining selections for layoff, the public interest being of primary importance. Factors to be considered include:
 - (1) Seniority
 - (2) Training, experience and position, including certifications.
 - (3) Employee's overall performance/disciplinary record.
 - E. Any employee to be laid off who has advanced to his present classification from a lower classification within the certified unit shall be given the opportunity to bump to his/her former position in a lower classification provided his seniority while in the lower classification exceeded the seniority of the most junior employee in that classification.

- 32.03 After a workforce reduction has been completed and where the City subsequently increases the number of budgeted unit member positions for a rank where one or more unit members were displaced, such unit members who were displaced or laid off will be given notice for recall to their former ranks.
- 32.04 The City shall recall or reclassify, as applicable, in order of greatest seniority in rank at time of displacement or layoff.
- 32.05 Notice of recall shall be sent to the unit member's last known address by certified mail. A laid off unit member shall provide the City with any subsequent change in address. A unit member being recalled from layoff shall have fourteen (14) calendar days after notification was mailed to accept or reject the recall offer and two (2) calendar weeks from the date of acceptance to return to work. The City agrees to consider extending these time limits in unusual circumstances when there is no necessity for a more timely appointment. If a unit member fails to contact the City in the fourteen (14) calendar days, the unit member will be considered to have rejected the recall.
- 32.06 If it should become necessary for the City to reduce its workforce by a layoff of one (1) or more employees covered by this Agreement, those employees laid off shall receive severance pay pursuant to the current City policies governing such pay.
- 32.07 The affected employee shall receive a written notice of the City's intent to reduce its workforce no less than thirty (30) calendar days prior to the last day of work.
- 32.08 A given employee who is laid off shall be compensated for 100% of his/her unused leave

ARTICLE 33
INFORMATION TO THE UNION

- 33.01 The Fire Chief, or his/her designee, shall forward to the Union President or designee, a list of any appointments, hirings, and/or terminations regarding unit members during a given month. A list containing such information for a given month shall be provided by the tenth (10th) day of the following month.
- 33.02 The Fire Chief, or his/her designee, agrees to provide the Union President or designee, with copies of suspensions or any other disciplinary actions as they relate to unit members as authorized in Article ~~32~~ 34.
- 33.03 The Union will be charged the applicable copy charge, as set forth by the City.

ARTICLE 34
GRIEVANCES AND ARBITRATION

34.01 Grievance

A grievance is a formal complaint made by a grievant, who may be a unit member, concerning the application of the expressed terms of this Agreement, including the Merit Systems Policies and Procedures. All discipline and discharge shall be for proper cause.

Computation of time related to written grievances shall begin the date the grievance is marked received and shall not include the day the grievance is filed, or reply received, or any Saturday, Sunday or observed holiday within said period. The Union President and grievant shall be notified by e-mail or other timely manner, of when the grievance was received. Time limits, at any stage of the grievance procedure, may be extended by written, mutual agreement of the parties involved, at that step.

Grievances not advanced to the next step of the process by the grievant within the prescribed time limit shall be deemed withdrawn as having been settled on the basis of the decision rendered. Failure on the part of the City to answer within the time limit set forth in any step shall result in the member or the Union having the right to proceed to the next step of the grievance process or in the member's or the Union's discretion, the right to extend the grievance until such time as a response is received.

At any step of the grievance procedure, the person named as the Union or the City representative may be changed, and an alternate appointed.

The Union may file a grievance at Step 3, if the dispute involves a termination from employment.

At any step in the grievance procedure, the grievant may request a Union representative to attend and participate in the specified meetings.

At no time shall any disciplinary paperwork be placed into the employee's personnel file until the window for a grievance has expired.

34.02 Formal Grievance Procedure

Follows City Policy.

34.03 Arbitration

If represented by the Union, the Union can decide not to take a grievance to arbitration.

No member can proceed to Arbitration if not represented by the Union.

If the grievance is not settled during the grievance procedure, the Union or the grievant, may give written notice to the City Manager of the intent to submit the matter to arbitration no later than seven (7) business days from the receipt of the Step 2 decision.

Within seven (7) business days following receipt of the arbitration notice by the City Manager, the Union President and the City Manager, or their respective designee, shall meet to attempt to select an arbitrator by mutual agreement.

In the event an agreement cannot be reached on the selection of an arbitrator, the Union President shall request Federal Mediation and Conciliation Service to provide a panel of arbitrators within seven (7) business days of the arbitrator selection meeting.

Within seven (7) business days of receipt of the panel of arbitrators the City Manager and the Union President shall meet and beginning with the Union President, alternately strike a name from the panel of arbitrators, until one name remains. That person shall be designated as the Arbitrator and the Federal Mediation and Conciliation Service shall be informed of this decision, and shall proceed to establish a hearing date. The Union President and the City Manager shall alternately be the first party to strike a name from the panel of arbitrators for subsequent arbitrations during the period of this Agreement.

The Union and the City shall attempt to mutually agree, in writing, as to the statement of the matter to be arbitrated prior to the hearing. In the event that the parties fail to agree on a statement of the issues to be submitted, a written statement of the grievance and issues to be decided shall be presented to the Arbitrator by each party. Wherever possible, such statements shall be presented to the Arbitrator and exchanged between the parties two (2) weeks prior to the arbitration hearing date. Rights of the parties shall not be prejudiced by the inability or failure to comply with this subsection. The Arbitrator shall confine his decision to the particular matter specified in the Submission statement(s).

The Arbitrator shall consider and decide only on the specific grievance issue(s) submitted to him/her in writing by the Union and the City. The arbitrator shall confine his or her consideration and determination to the written grievance presented in STEP ONE of the grievance procedure. The arbitrator shall have no authority to substitute his or her judgment for that of management in any area identified in this Agreement or by law as a management right, and/or change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or amended thereto. He/she shall have no other authority to consider or rule upon on any other matter.

In any arbitration proceeding, regarding discipline, up to and including termination, the Arbitrator shall sustain or uphold the decision of the City if the City establishes that the City's decision regarding the unit member is supported by a preponderance of the evidence, conversely, should the City fail to establish that the City's decision regarding the unit member is supported by a preponderance of the evidence, the Arbitrator shall sustain the grievance.

Any hearing before an Arbitrator selected through the Federal Mediation and Conciliation Service shall be conducted in accordance with the rules of that service. All expenses of the Arbitrator and/or Service shall be split equally by the Union and the City.

Either party may hire a stenographer to be present at the hearing. The party requesting the stenographer will be required to pay for this service. In the event both parties request a stenographer to be present, they shall share the cost of this service equally. The Arbitrator shall be provided a copy of any transcripts of the hearing at no cost.

The decision of the Arbitrator shall be final and binding upon the aggrieved unit member, the City and the Union. The Arbitrator shall not have the power to alter, modify, amend, add to, or detract from the specific, expressed terms of this Agreement. The Arbitrator shall not have the authority to limit or impair any right that is reserved by this Agreement.

No decision of the Arbitrator shall have application earlier than fourteen (14) days prior to the filing of the written grievance.

In the event the Arbitrator concludes that the subject matter of the grievance is within the scope of the Management Rights Clause, and no expressed language of the Agreement provides a specific basis for an alleged breach of this Agreement, the Arbitrator shall dismiss the grievance with the ruling that the subject matter of the grievance is within the reserved rights of the City.

34.04 Class Action Grievance

When the action or actions of the City affect a number of unit members in a similar manner, the Union may file a Class Action Grievance on behalf of the affected unit members.

34.05 Management Grievance

Any Management grievance shall be presented by the Fire Chief to the Union President by any provision of written notice citing and describing the dispute and referencing the specific section or sections of this Agreement which have been violated. A copy of such notice will be provided to the City Manager. The Union President shall give a written response to the Fire Chief within seven (7) business

days of the date of receipt of the Management grievance. If the City is not satisfied with the resolution specified by the Union President in the Union's written response, the City may exercise its statutory rights with the Public Employee Relations Commission, pursuant to Florida law.

ARTICLE 35
SENIORITY

35.01 Definitions

The following definitions are applicable as provided in the respective Articles in this Agreement:

- A. Department Seniority is defined as the length of continuous service with the Satellite Beach Fire Department, measured from the bargaining unit member's initial or adjusted date of employment.

- B. City Seniority is defined as the length of cumulative service with the City, measured from the bargaining unit member's initial or adjusted date of employment with the City.

ARTICLE 36
PROBATIONARY EMPLOYEES

36.01 Newly hired unit member shall serve a probationary period of six (6) month from successful completion of the new hire orientation program. The termination of a probationary unit member shall not be subject of a grievance or appeal.

ARTICLE 37
WORK OUT OF CLASS

- 37.01 It is understood that every incidental duty connected with operations cannot be listed in job classification descriptions. Unit members may be required to perform duties that are not contained in job classification descriptions. Company in-service inspections shall be considered a routine part of the duties for Fire Rescue personnel.
- 37.02 ~~Personnel who have met the qualifications to promote and have agreed or requested to participate in the Acting Officer Program along with those employees who are presently on the promotional list will constitute the Eligibility List. Unit members on the Eligibility List may be temporarily assigned to the applicable Acting Officer's position. No unit member who has failed a previous promotional exam may be placed into an Acting Officer position until that unit member successfully passes a subsequent promotional exam. Temporary assignments shall not be used to fill permanent openings. The Person in Charge (PIC) position is any personnel who have met with qualifications to promote and have agreed or requested to participate as a PIC. A PIC may be assigned to the applicable PIC position. The department will have three (3) PIC positions, one for each shift.~~
- 37.03 ~~Personnel who have met the qualifications to promote and have agreed or requested to participate in the Acting Officer Program, shall remain eligible for such participation up to a two (2) year maximum. Members that are part of the acting program must sit for the next applicable examination. To continue in the program beyond the two (2) year timeframe, the unit member must pass the applicable promotional exam and be placed on the promotional Eligibility List. Personnel who have met the qualifications to promote and have agreed or requested to participate in the PIC program shall remain eligible until said personnel request to be removed from the program.~~
- 37.04 ~~The Eligibility List will be administered by assigning the acting positions to those unit members on the existing promotional list first, and then offering Acting positions to the remaining Eligibility List on a voluntary basis, as long as there is no crossing of personnel between shifts. If at any time the Fire Chief feels that personnel in the PIC program cannot fulfill the duties of an Officer, the Fire Chief has the right to remove said personnel from the PIC program. Personnel have the right to grieve their removal in accordance with the Grievance Procedure.~~
- 37.05 ~~In those cases where an Acting position is expected to exist for longer than thirty (30) days, a unit member shall be utilized from the promotional list of candidates in rank order qualified for that specific available vacancy. Subsequent Acting positions shall be filled on a rotating basis, regardless of shift. In those cases where an Acting position is expected to exist for longer than thirty (30) calendar days, the unit member shall be granted a 5% pay increase or the minimum level in the new grade, whichever is greater. Should this employee be reassigned back to their original~~

classification, their pay would be returned back to the original level but is to include any merit or cost of living adjustments they may have receive while in the Acting position.

- 37.06 A unit member who is designated as an Acting Officer in Charge by the Fire Chief shall receive a \$1000 increase to his/her annual base pay.
- 37.07 Any unit member who is designated as a Paramedic Preceptor to a paramedic in training shall receive 2.5 hours of comp time for each 24 hour shift worked.

ARTICLE 38
PROMOTIONAL OPPORTUNITIES

- 38.01 Within six months of the vacancy of any position above the lower range in any category, the vacancy will be filled by the promotion of employees within the City Service of Satellite Beach Fire Department.
- 38.02 No employee shall be eligible for a promotion examination whose last performance rating was less than “Satisfactory.”
- 38.03 No employee shall be eligible for promotional examination unless they meet the minimum qualifications for said position.

ARTICLE 39
EDUCATION

39.01 Education benefits will be provided to bargaining unit members pursuant to City Policy.

ARTICLE 40 TRAINING

40.01 Night Drills

When on duty, night drills will typically be concluded by 2200 hours. It is understood that the hours may be extended for pre scheduled (more than one shift in advance) training events.

40.02 Mandatory off duty Training

For mandatory training that occurs outside the unit member's normally scheduled shift, unit members shall be paid for all hours of mandatory off duty training at the applicable rate of pay, with a minimum guarantee of two (2) ~~straight time~~ hours. Mandatory off duty training sessions will normally be conducted between 0800 and 2200 hours. Notification of mandatory off duty training periods shall be provided to affected unit members at least thirty (30) days in advance. ~~Where~~ reasonably possible, if the unit member has approved leave during this period already scheduled, they will be considered excused and required to attend a make-up session.

ARTICLE 41
HEALTH AND WELLNESS PROGRAM

- 41.01 With the exception of unit members involved in a Department directed Physical Fitness Health and Wellness Program, the Captains may require a minimum of one (1) hour, workload permitting, for physical conditioning of unit members. Captains may allow unit members the ability to exercise for more than one (1) hour, if time allows. Each unit member may select a group of exercises that is conducive to his/her physical condition and personal goals.
- 41.02 Unit members will participate in at least one (1) hour of physical exercise, including warm-up and cool-down, each twenty-four (24) hour tour of duty, at a time scheduled by the Station Captain.
- 41.03 The City will provide strength and cardio training equipment for the use of unit members. Unit members shall be allowed to use equipment on a voluntary basis off-duty.

ARTICLE 42 INSURANCE

- 42.01 Employees will be provided with medical, surgical and hospitalization benefits in accordance with the provisions of the City's health insurance plan, said plan being the plan available to all City employees.
- 42.02 If the employee chooses dependent health insurance coverage, the City shall pay fifty percent (50%) of the premium cost for dependent health insurance coverage. The employee shall pay the remaining fifty percent (50%) dependent premium cost to the City through payroll deductions. The rates will be adjusted from time to time based on the premium charges, which are charged to the City.
- 42.03 The City shall furnish a dental plan to the bargaining unit employees. Monthly premiums for the bargaining unit employee shall be paid by the City. Dependent coverage shall be paid by the bargaining unit employees.
- 42.04 The City shall furnish a vision plan to the bargaining unit employees. Monthly premiums for the bargaining unit employee and his/her dependents shall be paid by the City.
- 42.05 All employees hired on or after April 3, 1996, upon retirement, the employee may purchase health insurance coverage for him/herself and dependents consistent with provisions of law. All costs shall be paid by the employee.
- 42.06 Employees hired before April 3, 1996, upon retirement, shall have insurance coverage for him/her paid for by the City. The retiree may purchase health insurance coverage for dependents consistent with provisions of law. All costs for dependent coverage shall be paid for by the retiree.

ARTICLE 43
HEALTH & SAFETY

- 43.01 The City and the Union desire to maintain high standards of safety and health in firefighting, prevention, training, emergency medical services, and other related areas; to eliminate, in so far as reasonably possible, accidents, deaths, injuries, health hazards and occupational illnesses.
- 43.02 Protective devices, wearing apparel and other equipment necessary to properly protect firefighters and emergency medical personnel, shall be provided by the City. These devices, apparel and equipment shall be inspected on a periodic basis to ensure proper care and maintenance.
- 43.03 The City agrees to vaccinate bargaining unit members against Hepatitis B, at the unit member's discretion, and at no cost to the unit member.
- 43.04 The City shall designate the Department Infectious Disease Control Officer(s) and shall establish procedures for bargaining unit members to notify the Officer(s) in the event of a significant exposure to a patient or victim, as defined in the Ryan White Act.
- 43.05 A copy of the department's infectious Disease Control plan shall be made available to the Union per Article 3 Governing Documents.

ARTICLE 44
UNIFORMS/~~AND~~EQUIPMENT AND VEHICLES

- 44.01 All combat firefighting personnel shall be provided with personal protective equipment and other equipment which shall meet the required N.F.P.A, O.S.H.A., N.I.O.S.H., Federal or State Standards and shall include, but not be limited to.
- A. Helmet for Structural Firefighting
 - B. Protective Clothing/Equipment for Structural Firefighting
 - C. Gloves for Structural Firefighting
 - D. Personal Protective Eyewear
 - E. Ear Protection
- 44.02 The unit member is responsible for maintaining issued gear and equipment in an acceptable condition and shall wear the gear and equipment in the manner required by regulations issued by the Fire Chief.
- 44.03 Safety equipment issued by the City must be worn by unit members under the conditions and circumstances required by Department regulations. Failure to abide by said regulations may result in disciplinary action up to and including discharge.
- 44.04 The Fire Chief, or designee, shall designate the uniforms and equipment required of unit members in the Department and such required uniform items (except personal items such as socks and undergarments) will be issued by the Department to each unit member.
- 44.05 Union pins and insignias approved by the Fire Chief, or designee, may be displayed on unit member uniforms.
- 44.06 Uniform items which are damaged through no fault of the unit member, will be replaced by the City. Damage to uniform articles as a result of neglect or intentional misuse as determined by the City will be grounds for disciplinary action and the unit member will be required to replace the damaged or lost item at his/her cost.
- 44.07 A unit member who wishes to purchase his/her own safety equipment may do so as long as the equipment meets or exceeds the standards described above at the time of purchase and is approved by the Fire Chief, or designee. Safety equipment purchased by the unit member that is damaged as set forth in 45.06 will be replaced with comparable priced safety equipment.

- 44.08 When a known hazardous material or biohazard is found to be involved in an incident, every reasonable effort will be made to replace the gear until proper decontamination can be accomplished.
- 44.09 Upon cessation of employment with Satellite Beach Fire Department, all issued equipment and uniforms will be surrendered by the unit member. If a unit member fails to turn in all of his/her issued equipment, his/her final paycheck, including any benefits owed may be withheld to the extent permitted by law. Nothing contained herein prohibits the City from seeking criminal or civil satisfaction for the missing items.
- 44.10 Personnel will be allowed to use the department vehicle they are assigned to, for the procurement of food and supplies as necessary for the duration of their shift.

ARTICLE 45
UNIFORM/EQUIPMENT. LOSS OR DAMAGE

- 45.01 Should any Unit employee suffer loss or damage to his uniform or any item of personal property approved for on-duty use, in the line of duty, not due to neglect or misconduct, the City shall have it repaired or replaced at no cost to the employee, subject to approval by the Fire Chief.
- 45.02 The following limits shall apply to watches, eyeglasses, contact lenses, retainers and dentures:

<u>Item</u>	<u>Maximum Contribution by City</u>
Watch	\$50.00
Eyeglasses	\$100.00 for frame; \$50 for each lens
Contact Lenses	\$20.00 for each lens
Retainers	\$40.00
Dentures	\$120.00

- 45.03 In the event of an injury covered by Workers' Compensation, Workers' Compensation shall apply to replacement of eyeglasses or dentures.
- 45.04 Claims pursuant to this Article must be supported with reasonable proof of loss and reported to the Fire Chief or designee as soon as reasonably practicable.

ARTICLE 46
MILEAGE ALLOWANCE

- 46.01 Any employee covered in the bargaining unit who is required to provide their own transportation with the use of the privately owned vehicle, for City business, shall be compensated for such use at the current mileage rate established by Section 112.061, of the Florida Statutes.
- 46.02 The term “City business” shall be defined as specific assignment to an employee by his/her supervisor which requires the employee to travel, from an assigned work site to another, when City transportation is not made available. This shall not include commuting to or from the employee’s place of residence to his/her assigned reporting point.
- 46.03 Reimbursement requests shall be submitted on a City form within five (5) working days.
- 46.04 Mileage will not be paid for attendance of mandatory meetings, physicals, or overtime assignments.

ARTICLE 47
SECURITY

47.01 The City hereby agrees not to discipline a unit member for lost or stolen City equipment unless said loss results from the intentional or negligent actions of the unit member or otherwise violates Department policy.

ARTICLE 48
SUSPENSION OF AGREEMENT DURING EMERGENCIES

- 48.01 If in the sole discretion of the City it is determined that emergency conditions exist, including but not limited to, riots, civil disorders, hurricane conditions, or other similar catastrophes, the provisions of this Agreement, reasonably necessary to meet the circumstances of the emergency, may be suspended by the City during the time of the declared emergency, provided unit members shall be paid their regular rate to include overtime pay for hours actually worked, when applicable.
- A. Within thirty (30) days of the conclusion of the stated emergency, the Union must place in writing any alleged violations which the Union has good cause to believe may have occurred during the suspension of the Agreement.
 - B. The Fire Chief and the Union must meet within fourteen (14) calendar days of receipt of the Union's written notice in an attempt to mediate any alleged violation.
 - C. If the mediation is unsuccessful, unit members may file a grievance.

ARTICLE 49
NON-DISCRIMINATION

- 49.01 Neither the City nor the Union shall discriminate or sanction intimidation against any unit member because of his/her membership, or lack of membership in the Union, or for the exercise of any rights or privileges provided under this Agreement or by any Federal, State, or local law or ordinance. The City and the Union further agree that neither shall discriminate against any unit member because of his/her race, color, creed, national origin, sex or age.
- 49.02 The City and the Union further agree that the use of the masculine gender pronouns to indicate unit members shall be interpreted to mean both male and female unit members, and that such usage is in the interest of readability and follows the proper rules of English, and further that such usage is not intended, nor shall it be interpreted to be, sexual discrimination.

ARTICLE 50
APPENDICES AND AMENDMENTS

- 50.01 All appendices and amendments to this Agreement shall be lettered, dated, and signed by the responsible parties, and shall be part of this Agreement.

- 50.02 Any and all appendices, amendments and/or Memorandums of Understanding (MOUs) to this or previous agreements that conflict with this agreement shall expire with implementation of this contract.

ARTICLE 51
SEVERABILITY

- 51.01 The City and the Union agree, in the event any provision of this Agreement is declared invalid by a court of competent jurisdiction or becomes unlawful by action of the Florida Legislature, the remainder of the Agreement shall remain in full force and effect.
- 51.02 If such action occurs, the Union and the City agree they shall meet within fifteen (15) working days to negotiate and agree upon a replacement Article.

ARTICLE 52
VIOLENCE IN THE WORKPLACE

- 52.01 The City and Satellite Beach Fire Department will not tolerate physical actions or verbal statements that incite, suggest, or threaten violence against an employee, officer, agent, citizen and/or patient of the City.
- 52.02 Any unit member who, on or off duty, threatens violent actions against another City employee or acts in a violent manner towards a City employee, regardless of that employee's job function with the City government, shall be subject to immediate discipline up to and including discharge.

**ARTICLE 53
PENSION PLAN**

- 53.01 The City shall provide a Pension Plan for all unit members to guarantee a monthly life income after their retirement.
- 53.02 The City agrees that the amount of monthly income payable to a unit member who retires on or after his/her normal retirement date shall be an amount at least equal to the number of years of credited service multiplied by three percent (3%) of his/her average final compensation, based upon an average of the three (3) highest years of credited service during the ten (10) years preceding termination of employment or retirement.
- 53.03 Federal income tax shall be figured on the net amount after the contribution is deducted for the Retirement Fund.
- 53.04 For the term of this Agreement, the parties agree as follows:
1. The entire Florida Statute Chapter 175 annual tax premium payments afforded to the City by the State of Florida for fiscal years 15-16; 16-17 and 17-18 shall be utilized by the City as its annual contribution to the Pension Plan for each of those fiscal years respectively.
 2. The accrued amount of Chapter 175 funds as of October 1, 2015 shall be used to fund a 401A Plan for bargaining unit employees, as established and administered by the City of Satellite Beach Pension Plan Board.

ARTICLE 54
PROHIBITION OF STRIKES

- 54.01 The Union and its membership agree that it will not under any circumstance or for any reason, participate in or engage in any strike, slowdown intentional interference with the work, boycott, or picketing which is intended to, or has the effect of, deterring employees of Satellite Beach Fire Rescue from performing their assigned duties.
- 54.02 It shall be a violation of this Agreement for any unit member, while on duty, to fail to or refuse to cross or pass any picket line if such a failure or refusal should in any way cause a delay or interruption in carrying out the duties of Satellite Beach Fire Rescue.
- 54.03 The Union agrees that any violation of this section shall be grounds for immediate discharge, and such a discharge or other disciplinary action will not be reviewable under any grievance procedure, except to determine if in fact, a violation has occurred.
- 54.04 The Union further agrees that in the event of any strike, work stoppage or interference with the operation of the City, a responsible official of the Union shall promptly and publically disavow such activities, and forward written orders to any unit members engaged in such activities, to return to work immediately.
- 54.05 The Union agrees to post on the bulletin boards, as reference in Article 7 of this Agreement, notices, which order the prohibited activities to cease immediately.
- 54.06 These Union responses shall occur immediately upon receipt of written notice from the Office of the City Manager or the City of Human Resources Director, that such prohibited activities have occurred or are taking place.
- 54.07 Nothing herein shall preclude the City from using other remedies and/or penalties provided by law in the cause of a public employee strike.
- 54.08 This article shall not preclude the union or its member from an information picket.

ARTICLE 55
SAVINGS CLAUSE

- 55.01 This Agreement, upon ratification, supersedes and cancels all prior agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.
- 55.02 The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- 55.03 The City and IAFF, during the term of the agreement, voluntarily and unequivocally waive the right, and agree that the other shall not be obligated, to bargain collectively with respect to any subject or matter whether or not referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.
- 55.04 Nothing herein shall preclude the City or the IAFF from mutually agreeing to alter, amend, supplement, delete, enlarge, or modify any of the provisions of this Agreement in writing.
- 55.05 The Parties recognize that during the term of this Agreement situation may arise which require that terms and conditions not specifically and clearly set forth in the Agreement must be clarified or amended. Under such circumstances, the IAFF is specifically authorized by bargaining unit members to enter into the settlement of grievance disputes or memorandum of understanding that clarifies or amends this Agreement, without having to be ratified by bargaining unit members.

ARTICLE 56
POLITICAL ACTIVITY

- 56.01 The City shall not prohibit a Member from or discriminate against his/her engaging in political activities or campaigning while off duty, provided that the member does not:
- A. Wear a uniform or any part thereof which would identify the individual as an employee of the City or use property (including documents or records) of the City.
 - B. Display or otherwise lead others to believe the member is carrying a badge, baton or gun.
 - C. Hold themselves out as a member of the Fire Department, expect that a truthful response to a legitimate question shall not be a violation of this section.

ARTICLE 57
DURATION OF AGREEMENT

This Agreement shall be in full force and effect from October 1, 2015 through September 30, 2018. Either party may open negotiations for a successor agreement by giving written notice to the other no later than April 1, 2018. Upon expiration of this Agreement on September 30, 2018, there will be no continuation of any wage increases as set forth in Article 10, Wages, unless the parties mutually agree in writing to do so.

Satellite Beach City Manager

President, IAFF, Local 2969

APPENDIX A
(~~Cody and Associates Wage Study~~ 3-YEAR COMPRESSION PLAN)

**APPENDIX B
FIREFIGHTER BILL OF RIGHTS**

112.80 Short title.—

This part may be cited as the “Firefighters’ Bill of Rights.”

112.81 Definitions.—

As used in this part:

- (1) “Firefighter” means a person who is certified in compliance with s. 633.408 and who is employed solely within the fire department or public safety department of an employing agency as a full-time firefighter whose primary responsibility is the prevention and extinguishment of fires; the protection of life and property; and the enforcement of municipal, county, and state fire prevention codes and laws pertaining to the prevention and control of fires.
- (2) “Employing agency” means any municipality or the state or any political subdivision thereof, including authorities and special districts, which employs firefighters.
- (3) “Informal inquiry” means a meeting by supervisory or management personnel with a firefighter about whom an allegation of misconduct has come to the attention of such supervisory or management personnel, the purpose of which meeting is to mediate a complaint or discuss the facts to determine whether a formal investigation should be commenced.
- (4) “Formal investigation” means the process of investigation ordered by supervisory personnel, after the supervisory personnel have previously determined that the firefighter shall be reprimanded, suspended, or removed, during which the questioning of a firefighter is conducted for the purpose of gathering evidence of misconduct.
- (5) “Administrative proceeding” means any nonjudicial hearing which may result in the recommendation, approval, or order of disciplinary action against, or suspension or discharge of, a firefighter.
- (6) “Interrogation” means the questioning of a firefighter by an employing agency in connection with a formal investigation or an administrative proceeding but shall not include arbitration or civil service proceedings. Questioning pursuant to an informal inquiry shall not be deemed to be an interrogation.

112.82 Rights of firefighters.—

Whenever a firefighter is subjected to an interrogation, such interrogation shall be conducted pursuant to the terms of this section.

(1) The interrogation shall take place at the facility where the investigating officer is assigned, or at the facility which has jurisdiction over the place where the incident under investigation allegedly occurred, as designated by the investigating officer.

(2) No firefighter shall be subjected to interrogation without first receiving written notice of sufficient detail of the investigation in order to reasonably apprise the firefighter of the nature of the investigation. The firefighter shall be informed beforehand of the names of all complainants.

(3) All interrogations shall be conducted at a reasonable time of day, preferably when the firefighter is on duty, unless the importance of the interrogation or investigation is of such a nature that immediate action is required.

(4) The firefighter under investigation shall be informed of the name, rank, and unit or command of the officer in charge of the investigation, the interrogators, and all persons present during any interrogation.

(5) Interrogation sessions shall be of reasonable duration and the firefighter shall be permitted reasonable periods for rest and personal necessities.

(6) The firefighter being interrogated shall not be subjected to offensive language or offered any incentive as an inducement to answer any questions.

(7) A complete record of any interrogation shall be made, and if a transcript of such interrogation is made, the firefighter under investigation shall be entitled to a copy without charge. Such record may be electronically recorded.

(8) An employee or officer of an employing agency may represent the agency, and an employee organization may represent any member of a bargaining unit desiring such representation in any proceeding to which this part applies. If a collective bargaining agreement provides for the presence of a representative of the collective bargaining unit during investigations or interrogations, such representative shall be allowed to be present.

(9) No firefighter shall be discharged, disciplined, demoted, denied promotion or seniority, transferred, reassigned, or otherwise disciplined or discriminated against in regard to his or her employment, or be threatened with any such treatment as retaliation for or by reason solely of his or her exercise of any of the rights granted or protected by this part.

112.83 Rights of firefighters with respect to civil suits.—

If an agency employing firefighters fails to comply with the requirements of this part, a firefighter employed by such agency who is personally injured by such failure to comply may apply directly to the circuit court of the county wherein such employing agency is headquartered and permanently resides for an injunction to restrain and enjoin such violation of the provisions of this part and to complete the performance of the duties imposed by this part.

112.84 Rights of firefighters nonexclusive.—

(1) The rights of firefighters as set forth in this part shall not be construed to diminish the rights and privileges of firefighters that are guaranteed to all citizens by the Constitution and laws of the United States and of this state or limit the granting of broader rights by other law, ordinance, or rule. These rights include the right to bring suit against any individual, group of persons, association, organization, or corporation for damages, either monetary or otherwise, suffered during the performance of the firefighter's official duties or for abridgment of the firefighter's rights, civil or otherwise, arising out of the performance of his or her official duties.

(2) This part is neither designed to abridge nor expand the rights of firefighters to bring civil suits for injuries suffered in the course of their employment as recognized by the courts, nor is it designed to abrogate any common-law or statutory limitation on the rights of recovery.



CITY COUNCIL AGENDA ITEM

#9

DISCUSS/TAKE ACTION ON REQUEST FOR PROPOSALS FOR SOLID WASTE SERVICES [RFP NO. 15/16-03]

To: Mayor and City Council
From: Assistant City Manager Suzanne Sherman
Meeting Date: 1/6/2016
Department: Support Services

Recommended Action: Approve the Request for Proposals for Solid Waste Services.

Summary: The franchise agreement with Waste Management, Inc. to provide residential and commercial solid waste, yard waste, recycling collection, transportation and disposal services to the City of Satellite Beach expires on May 31, 2016. In an effort to continue providing competitive pricing and services among solid waste providers, City Staff is proposing the issuance of a Request for Proposals (RFP) in advance of the expiration of this agreement.

Due to the detailed nature of these proposals and the importance of this service to the City, City Staff is working with RCG Consulting on this process. The RFP is expected to be issued in early January, and will include a contract for proposers to review as well. This contract is currently under review by the City Attorney, RCG Consulting, and City Staff.

Budget Impacts: No new expenses anticipated. The costs for RCG Consulting's services will be reimbursed to the City by the selected provider, and solid waste services provided at city facilities will be provided at no cost to the City. An increase in franchise fee and recycling revenue is likely, but will be based on RFP responses and negotiation with the selected vendor.

Attachments:

- RFP No. 15/16-03 Residential and Commercial Solid Waste, Yard Waste, Recycling Collection and Disposal Services



CITY OF SATELLITE BEACH, FLORIDA

REQUEST FOR PROPOSALS
RFP No. 15/16-03

**RESIDENTIAL AND COMMERCIAL SOLID WASTE,
YARD WASTE, RECYCLING COLLECTION,
TRANSPORTATION AND DISPOSAL SERVICES**

DEADLINE: APRIL 5, 2016 at 2:00 P.M.

**Assistant City Manager Suzanne Sherman
565 Cassia Boulevard
Satellite Beach, FL 32937-3116
Telephone: 321-773-4407**

**REQUEST FOR PROPOSALS
RFP No. 15/16-03**

**RESIDENTIAL AND COMMERCIAL SOLID WASTE,
YARD WASTE, RECYCLING COLLECTION,
TRANSPORTATION AND DISPOSAL SERVICES**

INVITATION

The City of Satellite Beach (City) is seeking one qualified contractor to provide residential and commercial solid waste, yard waste, recycling collection, transportation, and disposal services for the City under a continuing contract.

Copies Available. Interested contractors may obtain a copy of the Request for Proposals from:

**Ms. Suzanne Sherman
Assistant City Manager
565 Cassia Blvd, Satellite Beach, FL 32937-3116
Phone: 321-773-4407
Fax: 321-779-1388
Email: ssherman@satellitebeach.org**

Additional Information Available. Information about the present operation, and additional information relative to this Request for Proposals, may be requested from the Assistant City Manager or from:

**William Redman
Redman Consulting Group, Inc.
Office: 386-427-9339 Cell: 386-527-8667
Email: bredman@rcgusaonline.com**

Mandatory Pre-Proposal Conference. **Interested contractors must attend** a pre-proposal conference to be conducted on **February 3, 2016 at 2:00 p.m.** at the following location:

City Hall
City Council Chamber
565 Cassia Boulevard
Satellite Beach, FL 32937-3116

Submittal Requirements. **One clearly-marked original bound proposal, seven bound copies, and one jump drive containing the proposal in PDF format must be submitted no later than April 5, 2016 at 2:00 P.M.** to:

Ms. Suzanne Sherman
Assistant City Manager
565 Cassia Boulevard
Satellite Beach, FL 32937-3116

Proposal Review. The proposal will be reviewed by the City Manager, Assistant City Manager, Public Works Director, and two City residents.

INSTRUCTIONS TO CONTRACTORS

GENERALLY

Submittal.

- A. Proposals must be submitted on forms provided with this RFP and must include all documents on the **Checklist of Documents Required with Each Proposal**.
- B. Submit **one clearly-marked bound original with seven bound copies and one jump drive containing the proposal in PDF format** no later than **April 5, 2016 at 2:00 P.M.**
- C. Proposals shall be sealed and clearly labeled with the name of the City; the RFP number, title, and deadline; and the contractor's name and address.
- D. **Alternate proposals**, which must provide at least the same level of service required in this RFP, are encouraged.

Additional Information. Contractors shall have until **March 3, 2016** to ask questions or request additional information; no questions or information requests will be entertained by the City after that date. The City shall provide the requested answers and information, along with any supplemental instructions, in a **written addendum** which shall become part of the contract and be emailed or faxed to all prospective contractors. Copies of any addendum may also be obtained from Assistant City Manager Suzanne Sherman. **Proposals must include an acknowledgement that all addenda issued by the City have been received.**

Confidential Information. In accordance with Chapter 119, Florida Statutes, and except as may be provided by other applicable State and federal laws, this Request for Proposals (RFP) and the responses thereto are public records. Contractors are requested to specifically identify in their proposal any financial information considered confidential and/or proprietary which may be exempted under Florida Statute §119.07.

Conflict of Interest. The award of any contract pursuant to this RFP is subject to the provisions of Chapter 112, Florida Statutes. Proposals must include the name of any officer, director, partner, proprietor, associate, or agent who is also an official or employee of the City or any of its agencies. Further, proposals must disclose the names of any City official or employee who owns, directly or indirectly, an interest of five percent or more in the contractor's firm or any of its branches or affiliate companies.

Familiarization. Contractors must familiarize themselves with the following:

- A. This RFP's Instructions to Contractors,
- B. Attached proposed contract (including exhibits), to be executed by the selected contractor, and
- C. Brevard County's disposal facilities and rates charged to City customers.

Acceptance Period.

- A. Submitted proposals may not be withdrawn or altered for 60 days after proposals are opened.
- B. To ensure that contractors do not withdraw proposals during the acceptance period, either of the following, in a sum of at least 10% of the contractor's first-year charges, shall accompany each proposal:
 1. A **proposal bond** properly executed by the contractor and a qualified surety company with an A, Class 10, or higher financial rating, as shown in Best's Key Rating Guide, OR
 2. A **certified or cashier's check** drawn on any national or state bank and made payable to the City of Satellite Beach.

The selected contractor will enter into a contract and furnish the required performance guarantees, at which time the bond or funds will be returned and the contractor shall provide a **performance bond** in the amount specified in the contract. Failure to provide the performance bond shall result in the contractor's forfeiting the bond or funds as liquidated damages. Submitting contractors not selected shall have their bonds or funds returned to them within 30 days after contractor selection.

Proposal Selection.

- A. In addition to price, proposal selection will be based on the following:
- Contractor's skill, capability, and financial resources to perform the contract in the required time.
 - Contractor's character, reputation, judgment, experience, and efficiency.
 - Quality of contractor's performance on previous contracts.
 - History of contractor's compliance with laws and regulations relating to the contract.
 - Quality, availability, and adaptability of contractor's equipment, carts, manpower, educational materials, and contractual services.
 - Contractor's ability to maintain and service all equipment and carts.
 - Number and scope of conditions included in the proposal.
 - Any other factors the City considers relevant to the proposal or contract.
- B. The City reserves the right to accept or reject any or all proposals or parts thereof, waive any irregularities, select the proposal the City deems to best serve the City's interests, or advertise for new proposals.

Binding Proposal. The selected proposal shall become an integral part of the contract between the City and the contractor; and the proposal's representations, covenants, and conditions shall be binding upon the person, firm, or corporation executing the contract.

Qualifications. To help evaluate contractors' qualifications, contractors shall submit the following:

- A. If applicable, a **list of references of at least six municipal clients in the State of Florida**, including the clients' contact persons, telephone and fax numbers, and addresses.
- B. If applicable, a **list of any municipal contract(s) resulting in contractor penalties** (administrative charges, liquidated damages, or fines) **of at least \$10,000 in any given reporting period** (usually monthly). Include municipality name(s), nature of such actions, date, and amount.
- C. For the type(s) of insurance required by the contract, **proof of valid insurance certificate(s)** issued directly by the insurance agency providing coverage.

Disqualification.

- A. Any prospective contractor(s) who, between the dates the RFP is issued and the contract is awarded, communicate(s) with a City elected official or staff member not listed in this RFP about any matter related to this RFP shall be automatically disqualified.
- B. Any proposal received after the deadline shall be disqualified and returned unopened to the submitting contractor.

City Costs To Be Reimbursed by Contractors.

- A. Contractors shall bear all expenses associated with their proposal preparation and presentation, and no claim for reimbursement for such expenses shall be submitted to the City.
- B. The City has retained professional consultants to prepare and manage the proposal process. **The selected contractor shall reimburse the City for the development of the RFP and contract documents. The City's estimated costs for such services are approximately \$29,950. Full reimbursement for these costs must be received by the City no later than 30 days after the contract is awarded by City Council.**
- C. Contractors shall provide their **last two years' financial statements**, signed by them and a Certified Public Accountant. The City's Financial Advisor shall verify these statements within 15 days after proposals are submitted, and **contractors shall reimburse the City for verification costs** as provided in B. above.

Pricing Sheet Fuel Cost. Calculate the monthly fuel-component cost as of the proposal submittal date. This amount may be adjusted later to reflect documented fuel costs on the contract's start date.

Customer Magnets. The selected contractor shall provide a magnet for customers, with information on pick-up days for each service and customers' pick-up preparations.

SCOPE OF SERVICES

Proposals shall include the following plans:

[1] Operations Plan.

A. Address the following **3 service levels/schedules** for **4 types of waste collection**:

1. Level 1 Collections (Current)

Residential Solid Waste: 2 times per week (Tuesday and Friday)

Recycling: 1 time per week (Monday)

Vegetative Waste: 1 time per week (Monday)

Bulk: 1 time per week (Friday on demand, per customers' phone or online requests)

2. Level 2 Collections

Residential Solid Waste: 1 time per week using the existing cart system;
carts to be supplied by contractor

Recycling: 2 times per week

Vegetative Waste: 1 time per week

Bulk: 1 time per week

3. Level 3 Collections

Residential Solid Waste: 2 times per week

Recycling: 2 times per week

Vegetative Waste: 1 time per week

Bulk: 1 time per week

B. Lay out the Operations Plan on City-provided maps of the service area; indicate day of week, type of service, and number of routes needed.

C. Include the following in the Operations Plan:

- Type and amount of containers
- Type (including make and year) and amount of all equipment needed, and type of equipment to be on hand at all times.
- Job classifications, number of workers, work schedules (including workdays per week), and holidays.
- Method(s) to notify and educate residential customers about any changes to current routes and services.

[2] Service Transition Plan. Include plan for all applicable personnel (supervisors, drivers, et al.) to familiarize themselves with routes, schedules, and City streets 30 days before the contract begins.

[3] Street-Sweeping Plan.

[4] Emergency Operations & Procedures Plan to be implemented following a natural-disaster notification issued by the Florida Governor, the White House, or FEMA for catastrophic events such as hurricanes, tornadoes, or other natural disasters affecting the City and its residents and businesses. Identify contact personnel, responsible oversight personnel, and type and available quantity of equipment to be used. Contractor compensation for implementing this Plan shall be at FEMA's then-allowable rate.

[5] Recycling Collection & Marketing Plan for single- and multi-family residential customers. Include collection frequency, complete procedure for collection and disposal of electronic waste and residential recyclable materials (glass, aluminum, paper, plastic, et al.); equipment to be used by contractor; and equipment and containers to be used by customers.

CHECKLIST OF DOCUMENTS REQUIRED WITH EACH PROPOSAL

- 1 clearly-marked original bound proposal, and
7 bound copies, and
1 jump drive containing the proposal in PDF format
- Acknowledgement of receipt of all addenda issued by the City
- Proposal bond or check (certified or cashier's) for at least 10% of contractor's first-year charges
- List of references of at least six municipal clients in the State of Florida (if applicable)
- List of municipal contracts resulting in contractor penalties of at least \$10,000 (if applicable)
- Proof of valid insurance certificate(s)
- Last two years' financial statements signed by contractor and a CPA
- Pricing sheets
- Operations Plan
- Service Transition Plan
- Street-Sweeping Plan
- Emergency Operations & Procedures Plan for natural disasters
- Recycling Collection & Marketing Plan for single- and multi-family residential customers
- Contractor's signed affidavit relating to Public Entity Crime (Chapter 287, Florida Statutes)
- Non-Collusion Statement (completed and signed)
- Drug-Free Workplace Form (completed and signed)



CITY COUNCIL AGENDA ITEM

#10

DISCUSS/TAKE ACTION ON A LOCALLY FUNDED AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF SATELLITE BEACH [SR A1A RESURFACING PROJECT]

To: Mayor and City Council
From: City Manager Courtney Barker
Meeting Date: 1/6/2016
Department: Support Services

Recommended Action: Approve the Locally Funded Agreement with FDOT.

Summary: The City of Satellite Beach has been working with the Florida Department of Transportation (FDOT) on adding pedestrian and bicycle improvements to the 2016 SR A1A Resurfacing project. The State has agreed to fund all aspects of the City's requests with the exception of the signal mast arm improvements.

All intersections of the City are proposed to be replaced from the existing strand pole signals with mast arms. These new signals will not only be more aesthetically pleasing, but will be more resistant to storm damage.

Budget Impacts: \$382,800.00 from the Community Redevelopment Trust Fund. These funds were budgeted in the FY 14/15 budget in the amount of \$400,000 and are now being held in reserves.

Attachments:

- FDOT Agreement

Agency: City of Satellite Beach	Fund: LF	Financial Management No.:
Vendor No: F590949593 003	Contract Amount: \$382,800.00	428753-1-52-03

**LOCALLY FUNDED AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
CITY OF SATELLITE BEACH**

This **AGREEMENT**, made and entered into this ____ day of _____, 2016, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the "DEPARTMENT") and CITY OF SATELLITE BEACH, a municipal corporation of the State of Florida (hereinafter referred to as the "LOCAL GOVERNMENT"),

WITNESSETH:

WHEREAS, the Parties have been granted specific legislative authority to enter into this Agreement pursuant to Section 339.12, Florida Statutes; and

WHEREAS, the LOCAL GOVERNMENT, by Resolution, a copy of which is attached hereto as Exhibit "C", and made apart hereof, has authorized its officers to execute this Agreement on its behalf; and

WHEREAS, the DEPARTMENT is prepared, in accordance with its Adopted Five Year Work Program, to undertake the project described as: "Milling and Resurfacing of State Road A1A from North of State Road 500/ US 192 to North of State Road 404", said project being known as Financial Management (FM) Number 428753-1, hereinafter referred to as the "Project"; and

WHEREAS, the Project is not revenue producing and is contained in the Adopted Work Program; and

WHEREAS, the implementation of the Project is in the interests of both the DEPARTMENT and the LOCAL GOVERNMENT and it would be most practical, expeditious, and economical for the LOCAL GOVERNMENT to provide the funds for: "Upgrade from Concrete Strain Poles to Galvanized Mast Arms Structures at the following intersections: State Road A1A and Desoto Parkway, State Road A1A and Cassia Boulevard, State Road A1A and Jackson Avenue, State Road A1A and Scorpion Court, and State Road A1A and Shearwater

Parkway”, in Fiscal Year 2015/2016, said Project being known as FM# 428753-1-52-03, and said improvements shall hereinafter be referred to as the “Additional Improvements”; and

WHEREAS, in order to maintain uniformity throughout the Project and to provide for the Additional Improvements in a cost effective manner, the LOCAL GOVERNMENT desires to have said Additional Improvements made a part of the Project and to provide funding to the DEPARTMENT to be used for the Additional Improvements as described in “Exhibit A”;

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the joint participation of this Agreement, the parties agree as follows:

1. The term of this Agreement shall begin upon the date of signature of the last party to sign and shall remain in full force and effect through completion of all services required of the LOCAL GOVERNMENT. The DEPARTMENT may, at any time and at any stage, amend or terminate the Project in whole or in part if the DEPARTMENT determines that such action is in the best interests of the public.

2. The DEPARTMENT, acting on behalf of the LOCAL GOVERNMENT, shall cause the Additional Improvements described in Exhibit “A” to be incorporated into the DEPARTMENT’S plans for the Project, and to be constructed as a part of said Project.

3. The DEPARTMENT shall perform necessary preliminary engineering, prepare any and all design plans, acquire all necessary right-of-way, perform the construction, provide all necessary engineering supervision, and otherwise perform all other necessary work, all as may be applicable for the Project as previously defined. The Project as previously defined may include some or all of the foregoing activities. Nothing herein shall be construed as requiring the DEPARTMENT to perform any activity which is outside the scope of the Project as previously defined. Except as specifically stated otherwise in this Agreement, all such activities shall be performed by such entities, at such times, in such manner, under such conditions, and pursuant to such standards as the DEPARTMENT, in its sole discretion, deems appropriate. The LOCAL GOVERNMENT shall not have any jurisdiction or control over the DEPARTMENT’S activities, except as specifically stated in this Agreement. The LOCAL GOVERNMENT shall be entitled to be advised of the progress of the Project at reasonable intervals upon request.

4. After construction is complete, the LOCAL GOVERNMENT agrees to inspect and maintain, the Additional Improvements in perpetuity in accordance with the terms of the Traffic Signal Maintenance and Compensation Agreement previously signed by the parties

hereto and as specified in Exhibit "A", Scope of Services. The parties also agree that the DEPARTMENT shall be entitled to inspect the Additional Improvements at all times.

5. Contribution by the LOCAL GOVERNMENT of the funds for the construction phase of the Project shall be made as follows:

(A) The DEPARTMENT'S current estimate of cost for the Additional Improvements is **\$382,800.00 (Three Hundred Eighty Two Thousand Eight Hundred Dollars and No/100)**, as specified in Exhibit "B", Cost Estimate, attached hereto. The DEPARTMENT'S performance and obligation to construct the Project is contingent upon an annual appropriation by the Florida Legislature. The parties agree that in the event funds are not appropriated to the DEPARTMENT for the Project, this Agreement may be terminated, which shall be effective upon the DEPARTMENT giving written notice to the LOCAL GOVERNMENT to that effect.

(B) The LOCAL GOVERNMENT agrees that it will, at least sixty (60) calendar days prior to the DEPARTMENT'S advertising the project for bid, furnish the DEPARTMENT a lump sum contribution in the amount of **\$382,800.00 (Three Hundred Eighty Two Thousand Eight Hundred Dollars and No/100)** for full payment of the estimated cost of the Additional Improvements. The lump sum contribution shall be the total estimated cost for the Additional Improvements. The DEPARTMENT may utilize this deposit for payment of the cost of the Project. If the actual cost of the Additional Improvements is less than the funds provided the excess will be applied to other phases of the project.

(C) Both parties further agree that in the event the Additional Improvements are not constructed or this Agreement is terminated prior to commencement of construction of the Project, the funds provided by the LOCAL GOVERNMENT for construction of the Additional Improvements will be returned to the LOCAL GOVERNMENT. However, in the event the LOCAL GOVERNMENT decides not to participate in the Additional Improvements of the Project prior to construction, the LOCAL GOVERNMENT agrees to furnish the DEPARTMENT 25% (twenty five percent) of the estimated Additional Improvements cost to cover the extra cost associated with design plan revisions. The LOCAL GOVERNMENT will provide the 25% charge to the DEPARTMENT within fourteen (14) calendar days of notification that the LOCAL GOVERNMENT will not participate in this Agreement. If in the event the LOCAL

GOVERNMENT has made the advance deposit required herein prior to their decision not to participate, the DEPARTMENT shall be entitled to retain 25% of the advance deposit amount and to remit the 75% balance to the LOCAL GOVERNMENT.

(D) The payment of funds under this Locally Funded Agreement will be made directly to the DEPARTMENT for deposit.

(E) The DEPARTMENT and the LOCAL GOVERNMENT agree that the lump sum contribution shall be an asset of the DEPARTMENT and that it constitutes a full and final payment for the cost of the work, without any requirement for a subsequent accounting for the use of the contribution.

(F) Contact Persons:

Florida Department of Transportation

Teresa R. Hutson Program Coordinator/MS 4-520 719 South Woodland Boulevard DeLand, Florida 32720-6834 PH: (386) 943-5486 Teresa.hutson@dot.state.fl.us	Hatem Aguib, P.E. Project Manager/MS 2-542 719 South Woodland Boulevard DeLand, Florida 32720-6834 PH: (386) 943-5559 hatem.aguib@dot.state.fl.us
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Local Government

John Stone, Building Official City of Satellite Beach 565 Cassia Boulevard Satellite Beach, Florida 32937 PH: (321) 773-4409 jstone@satellitebeach.org	Courtney Barker, City Manager City of Satellite Beach 565 Cassia Boulevard Satellite Beach, Florida 32937 PH: (321) 773-4407 cbarker@satellitebeach.org
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6. All tracings, plans, specifications, maps, models, reports, or other work product prepared or obtained under this Agreement shall be considered works made for hire for the DEPARTMENT and shall at all times be and remain the property of the DEPARTMENT without restriction or limitation on their use. The LOCAL GOVERNMENT may, however, inspect those materials upon providing reasonable advance notice to the DEPARTMENT.

7. In the event this Agreement is in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) or has a term for a period of more than one (1) year, the provisions of Chapter 339.135(6)(a), Florida Statutes, are hereby incorporated as follows:

“The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such

fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one (1) year.”

8. The DEPARTMENT may unilaterally cancel this Agreement for refusal by the LOCAL GOVERNMENT to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by such party in conjunction with this Agreement.

9. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof, and incorporates and includes all proper negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein. The parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

10. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body having jurisdiction, to be invalid or unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement.

11. The DEPARTMENT and the LOCAL GOVERNMENT acknowledge and agree to the following:

(A) The LOCAL GOVERNMENT shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the LOCAL GOVERNMENT during the term of the contract; and

(B) The LOCAL GOVERNMENT shall expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify

the employment eligibility of all new employees hired by the contractor/subcontractor during the contract term.

IN WITNESS WHEREOF, the LOCAL GOVERNMENT has executed this Agreement this _____ day of _____, 2016, and the DEPARTMENT has executed this Agreement this _____ day of _____, 2016.

CITY OF SATELLITE BEACH

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____

By: _____

Name: _____

Name: Frank J. O'Dea, P.E.

Title: _____

Title: Director of Transportation Development

Attest:

Attest:

Executive Secretary

Legal Review

Legal Review:

City Attorney

Financial Provisions Approval by
Department of Comptroller on:

Exhibit "A"

SCOPE OF SERVICES
Mast Arm Signal Upgrades

FM#: 428753-1-52-03

The CITY OF SATELLITE BEACH wishes to upgrade from concrete strain poles to galvanized mast arm structures at the following intersections with State Road A1A:

- Desoto Parkway- M.P. 22.735
- Cassia Boulevard- M.P. 23.279
- Jackson Avenue- M.P. 24.038
- Scorpion Court- M.P. 24.277
- Shearwater Parkway- M.P.24.802

The DEPARTMENT'S Contractor shall construct the Additional Improvements as part of the signalized construction contract at the above referenced intersections.

The LOCAL GOVERNMENT is responsible for the cost difference between the concrete strain pole system and the galvanized mast arm structures. The current estimate is \$382,800.00 (Three Hundred Eighty Two Thousand Eight Hundred Dollars and No/100). The LOCAL GOVERNMENT shall be responsible for preventative and periodic maintenance (as explained below), in perpetuity, of the galvanized mast arm signals, as stated in the Traffic Signal Maintenance and Compensation Agreement, dated June 19, 2014.

Exhibit "B"
Cost Estimate
FM#: 428753-1-52-03

SR A1A Resurfacing from US 192 (SR 500) to SR 404, FP ID:428753-1-52-01 Preliminary Cost Estimate for Substituting Mast Arms for Strain Poles, March 2015						
Intersection		Pay Item No.	Description	Unit Price	Quantity	Cost
DeSoto Pkwy	NE	649-31-215	Mast Arm Assembly (46' - 60' Arms)	\$48,000.00	1	\$48,000.00
	SW	649-31-217	Mast Arm Assembly (60' - 60' Arms)	\$47,500.00	1	\$47,500.00
Cassia Blvd	NE	649-31-217	Mast Arm Assembly (60' - 60' Arms)	\$47,500.00	1	\$47,500.00
	SW	649-31-203	Mast Arm Assembly (60' Arm)	\$33,500.00	1	\$33,500.00
Jackson Ave	NE	649-31-218	Mast Arm Assembly (60' - 70.5' Arms)	\$49,000.00	1	\$49,000.00
	SW	649-31-204	Mast Arm Assembly (70.5' Arm)	\$37,000.00	1	\$37,000.00
Scorpion Ct	NE	649-31-218	Mast Arm Assembly (60' - 70.5' Arms)	\$49,000.00	1	\$49,000.00
	SW	649-31-202	Mast Arm Assembly (46' Arm)	\$26,000.00	1	\$26,000.00
Shearwater Pkwy	NE	649-31-218	Mast Arm Assembly (60' - 70.5' Arms)	\$49,000.00	1	\$49,000.00
	NE	649-31-218	Mast Arm Assembly (60' - 70.5' Arms)	\$49,000.00	1	\$49,000.00
				Total Mast Arm Cost:		\$435,500.00
				<u>Include 10% for Paint</u>	Total Mast Arm Cost:	\$479,050.00
Intersection		Pay Item No.	Description	Unit Price	Quantity	Cost
All intersections		641-2-18	Prestressed Concrete Pole (VIII)	\$7,000.00	10	\$70,000.00
All intersections		641-2-70	Prestressed Concrete Pole Shallow Removal	\$1,000.00	10	\$10,000.00
All intersections		634-4-153	Span Wire Assembly (2 pt Box Span)	\$3,250.00	5	\$16,250.00
				Total Strain Pole Cost:		\$96,250.00
				Estimate Difference for Upgrade:		\$382,800.00
				Difference per intersection		\$76,560.00

Exhibit "C"

Resolution

FM#: 428753-1-52-03



CITY COUNCIL AGENDA ITEM

#11

DISCUSS/TAKE ACTION ON CITY PARTICIPATION IN THE PURCHASE OF PLAYGROUND EQUIPMENT AT SURFSIDE ELEMENTARY SCHOOL

To: Mayor and City Council
From: City Manager Courtney Barker
Meeting Date: 1/6/2016
Department: Support Services

Recommended Action: Approve the funding for the Surfside Elementary Parent Teacher Organization for the installation of new playground equipment at Surfside Elementary.

Summary: In late 2013, the Surfside Elementary Parent Teacher Organization President Shawna Gardner contacted me regarding the possibility of funding part of the replacement for the playground for Surfside Elementary. At that time, the City was not in the financial position to participate. However, recently, the City is in a much better financial standing.

The playground at this school is open to the public, making it possible to participate in the funding of this playground. Sharing in the capital cost of playground equipment is an attractive option for the City since we have no maintenance costs for a resource our residents can access.

As such, I am recommending that we fund the playground at a cost of \$25,000. The funds are available through the City's Recycling Trust Fund, which are revenues we receive for the sale of recycled material. These funds were specifically set aside for special community projects.

Budget Impacts: \$25,000 to come from the Recycling Trust Fund.

Attachments: None.

#14

1-6-16

AGENDA

CITY COUNCIL

PROPOSED REGULAR MEETING

SATELLITE BEACH COUNCIL CHAMBER
565 CASSIA BOULEVARD, SATELLITE BEACH, FL 32937

JANUARY 20, 2016
7:00 P.M.

1. **CALL TO ORDER BY MAYOR CATINO**
2. **MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE LED BY VICE-MAYOR BRIMER**
3. **CITIZEN COMMENTS**
4. **CITY COUNCIL COMMENTS**
5. **CITY MANAGER REPORT**
6. **DISCUSS/TAKE ACTION ON ORDINANCE NO. 1115, AN ORDINANCE OF THE CITY OF SATELLITE BEACH, BREVARD COUNTY, FLORIDA, AMENDING THE CITY BOARD HANDBOOK TO CREATE A PERMANENT SUSTAINABILITY BOARD (FIRST READING)**
7. **DISCUSS/TAKE ACTION ON ORDINANCE NO. 1116, AN ORDINANCE OF THE CITY OF SATELLITE BEACH, BREVARD COUNTY, FLORIDA, AMENDING ORDINANCE NO. 1097 OF THE CITY OF SATELLITE BEACH, BY UPDATING THE CITY OF SATELLITE BEACH COMMUNITY REDEVELOPMENT PLAN; PROVIDING FOR CONFLICTS; PROVIDING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE (FIRST READING)**
8. **DISCUSS/TAKE ACTION ON RESULTS OF A REQUEST FOR PROPOSALS FOR BANKING SERVICES [RFP NO. 15/16-01]**

Pursuant to Section 286-0105, FSS, if an individual decides to appeal any decision made by the City Council with respect to any matter considered at this meeting, a verbatim transcript of the proceedings may be required and the individual may need to insure that a verbatim transcript of the proceedings is made. In accordance with the Americans with Disabilities Act and Section 286.26, FSS. Persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's office.

- 9. AGENDA ITEMS FOR NEXT REGULAR COUNCIL MEETING**
- 10. ADOPTION OF MINUTES:**



CITY COUNCIL AGENDA ITEM

#15

APPOINTMENT TO BOARDS

To: Mayor and City Council
From: City Clerk Leonor Olexa
Meeting Date: 1/6/2016
Department: City Clerk's Office

Recommended Action: Council to consider Board appointment.

Summary: Below is a list of Board appointment, and vacancies:

New Appointment:

- Kelly Palace – Beautification Board or Recreation Board

Current Board Vacancies:

- **Beautification Board:** one (1) primary and two (2) alternate member positions
- **Board of Adjustment:** one (1) alternate member position
- **Planning and Zoning Advisory Board:** one (1) alternate member position
- **Recreation Board:** three (3) primary and one (1) alternate member positions
- **Samsons Island Working Board:** two (2) alternate member positions
- **Sustainability Board:** one (1) primary member position

Budget Impacts: N/A

Attachments: N/A

#16
1-6-16

**CITY COUNCIL REGULAR MEETING
UNAPPROVED MINUTES
DECEMBER 2, 2015**

Pursuant to Public Notice, Mayor Frank Catino convened a regular meeting of the City Council on Wednesday, December 2, 2015, at 7:00 p.m., in the Council Chamber. Those present were Mayor Frank Catino, Vice-Mayor Dominick Montanaro, Councilman Mark Brimer, Councilwoman Lorraine Gott, Councilman Steve Osmer, City Attorney James Beadle, City Manager Courtney Barker, and City Clerk Leonor Olexa.

Councilman Osmer led a moment of silence and the Pledge of Allegiance.

(TIME: 7:02) PRESENTATION BY BREVARD COUNTY SHERIFF WAYNE IVEY AND TRIAD PRESIDENT JOSEPH DOWNS ON PROJECT LIFESAVER

Brevard County Sheriff Wayne Ivey thanked Police Chief Jeff Pearson for being the first coastline municipality in Brevard County trained to use Project Lifesaver. Triad President Joseph Downs discussed Project Lifesaver, a local/national/international program which assists families/caregivers of people with dementia, Alzheimer's, autism, Down Syndrome, or brain damage by providing transmitters on the wrist or ankle, receivers, and a database portal to locate a person who has wandered off. Sheriff Ivey and Mr. Downs presented program equipment to Chief Pearson and thanked the City for their help. Sheriff Ivey thanked Mr. Downs for raising \$87K for the program, and Council expressed appreciation to both of them.

(TIME: 7:18) PRESENTATION BY JEANINE LAFRAMBOISE ON RELAY FOR LIFE

Jeanine LaFramboise did not attend the meeting.

(TIME: 7:18) DISCUSS/TAKE ACTION ON RECOMMENDED ORDER OF THE SPECIAL MAGISTRATE FOR THE REQUEST FOR RELIEF FILED BY KLAUS AND BRIGITTE GOERSCH

City Manager Barker reported on the recommendation of Special Magistrate Daniel Mantzaris, which found in favor of the City.

ACTION: Councilwoman Gott MOVED, SECOND by Vice-Mayor Montanaro, to accept the Special Magistrate's recommendation and begin the Code Enforcement Board process. VOTE: ALL YES. MOTION CARRIED.

(TIME: 7:21) CITIZEN COMMENTS

No public comments.

(TIME: 7:22) CITY COUNCIL COMMENTS

Mayor Catino referenced appreciation letters for Police Department officers and thanked them for their service. He attended the following: meetings with Patrick Air Force Base Colonel Wallis on P4 initiatives; Welcome Reception for new Principal Robert Pruett of DeLaura Middle School; Satellite High School event showcasing their national award (second place) for an automobile restoration project; meeting with residents on the Roosevelt resurfacing project; and meeting with Thomas Kirk, First Wave Financial, on ROW easement for FDOT project.

Councilwoman Gott stated the December South Beaches Coalition and TPO meetings were cancelled and that the Coalition seat on the TPO rotates to Indialantic in January, noted Robert Settembrino's 30th anniversary with the City, and requested that all thank-you letters about staff be included in the agenda packets.

Vice-Mayor Montanaro attended the FLC Legislative Conference (and addressed legislative priorities regarding public records law and relocation of utility lines), DeLaura Middle School event, and the Roosevelt resurfacing project meeting. He commended Public Works Project Superintendent Robert Settembrino for his service to the City.

Councilman Brimer attended the DOH conference on fall prevention injuries, where they discussed strategic planning and CDC funding transitioning toward health-care systems. He also addressed impacts to DOH funding cuts, impacts to grant funding for fall prevention, and future follow-up meetings to address concerns.

(TIME: 7:32) CITY MANAGER REPORT

City Manager Barker reported on: the Satellite High School Symphonic Orchestra concert and their invitation to play at the Music for All National Festival 2016; FDOT's meeting on the SR A1A resurfacing project design (all property owners affected have received notice of the meeting); Brevard County Commission meeting on a gas tax proposal; and Brevard County Charter Review Committee meetings having the potential to impact local municipalities (a legal opinion on the implications will be prepared for the City and sent to the Committee).

Fire Chief Don Hughes and Police Department Administrative Assistant Linda Harlow reported that Space Coast Area Transit has agreed to assign a vehicle at our Fire Station for volunteers to provide transportation to seniors. Volunteers in Motion, Community Paramedic Program, Stop By & Say Hi, and Neighbor Helping Neighbor will help with this service. Chief Hughes reported on the potential of FIT conducting a research project on senior falls to produce scientific data and benefit analysis of the City's programs for senior residents. Councilman Brimer stated Ms. Harlow is preparing an article about these programs for the Quality Cities magazine.

(TIME: 7:43) PUBLIC HEARING: DISCUSS/TAKE ACTION ON ORDINANCE NO. 1114, AN ORDINANCE OF THE CITY OF SATELLITE BEACH, BREVARD COUNTY, FLORIDA, AMENDING SATELLITE BEACH CITY CODE OF ORDINANCES SECTION 58-93(a) (LOCAL BUSINESS TAX RECEIPT REQUIRED) AND 58-96(a) (SALE; DELINQUENCY; PENALTY FOR DOING BUSINESS WITHOUT LOCAL BUSINESS TAX RECEIPT) TO AMEND THE DEPARTMENTAL RESPONSIBILITY FOR LOCAL BUSINESS TAX RECEIPT PROCESS; PROVIDING FOR SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE (SECOND READING)

Mayor Catino opened the public hearing. City Attorney Beadle read Ordinance No. 1114 by title on second reading.

Mayor Catino asked for citizen comments; there were no comments.

ACTION: Councilwoman Gott MOVED, SECOND by Vice-Mayor Montanaro, to adopt Ordinance No. 1114 on second reading. VOTE: ALL YES. MOTION CARRIED.

(TIME: 7:44) DISCUSS/TAKE ACTION ON RESOLUTION NO. 964

ORIGINAL: A RESOLUTION OF THE CITY OF SATELLITE BEACH, BREVARD COUNTY, FLORIDA, ESTABLISHING POLICIES, PROCEDURES AND FEE SCHEDULES FOR USE OF SATELLITE BEACH FACILITIES; REPEALING RESOLUTIONS NO. 543, 559, 572, 698, 725, 744, 749, 756, 786, 843, 862, 873, 915, 932, 934, AND 941; PROVIDING AN EFFECTIVE DATE

REVISED: A RESOLUTION OF THE CITY OF SATELLITE BEACH, BREVARD COUNTY, FLORIDA, ESTABLISHING POLICIES AND FEES FOR USE OF SATELLITE BEACH RECREATION FACILITIES; REPEALING RESOLUTION 941; PROVIDING AN EFFECTIVE DATE

City Attorney Beadle read Resolution No. 964 by title.

(Time: 7:45) The following Satellite Beach resident addressed Council: Joanne Regan.

ACTION: Councilwoman Gott MOVED, SECOND by Vice-Mayor Montanaro, to adopt Resolution No. 964. VOTE: ALL YES. MOTION CARRIED.

(TIME: 7:47) APPOINTMENTS

• **ELECT VICE-MAYOR**

ACTION: Councilwoman Gott nominated Councilman Mark Brimer to serve as Vice-Mayor. VOTE: ALL YES. MOTION CARRIED.

• **LIAISONS FOR FY 15/16**

Council agreed to continue in their current liaison positions to boards.

(TIME: 7:48) AGENDA ITEMS FOR NEXT REGULAR COUNCIL MEETING

Council discussed agenda items for the next regular Council meeting.

(TIME: 7:49) APPOINTMENT TO BOARDS

ACTION: Councilwoman Gott MOVED, SECOND by Councilman Osmer, to reappoint Alan La Motte as a primary member of the Comprehensive Planning Advisory Board (term ending 01/09/19). VOTE: ALL YES. MOTION CARRIED.

Councilwoman Gott addressed the reduced membership of CPAB and the importance of member participation when Council reappoints members or reduces the number of members through attrition.

(TIME: 7:50) ADOPTION OF MINUTES: NOVEMBER 18, 2015, REGULAR MEETING

ACTION: Councilman Montanaro MOVED, SECOND by Councilman Osmer, to approve the minutes as submitted. VOTE: ALL YES. MOTION CARRIED.

Mayor Catino adjourned the meeting at 7:51 p.m.

Leonor Olexa, CMC
City Clerk

December '15

S	M	T	W	Th	F	Sa
		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	31		

City of Satellite Beach

January 2016

February '16

S	M	T	W	Th	F	Sa
	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					

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1 HOLIDAY	2
3	4 CANCELLED BOA	5	6 CANCELLED CRA 6:45 p.m. CC Workshop 7:00 p.m. City Council	7	8 9:00 a.m. Beautification Board	9
10	11 4:30 p.m. South Beach Coalition	12 6:00 p.m. Library 6:15 p.m. Recreation	13	14	15	16
17	18 7:00 p.m. PZAB	19 6:00 p.m. Samsons	20 7:00 p.m. City Council	21 7:00 p.m. CRAAB	22	23
24	25 7:00 p.m. CPAB	26 7:00 p.m. CEB	27 7:00 p.m. Sustainability	28	29	30
31						

January '16

S	M	T	W	Th	F	Sa
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10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

City of Satellite Beach

February 2016

March '16

S	M	T	W	Th	F	Sa
		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	31		

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1 7:00 p.m. BOA	2	3 6:00 p.m. CRA 7:00 p.m. City Council	4	5 9:00 a.m. Beautification	6
7	8 4:30 p.m. South Beach Coalition	9 6:15 p.m. Recreation	10	11	12	13
14	15 7:00 p.m. PZAB	16 6:00 p.m. Samsons	17 7:00 p.m. City Council	18 7:00 p.m. CRAAB	19	20
21	22 7:00 p.m. CPAB	23 7:00 p.m. CEB	24 7:00 p.m. Sustainability	25 7:00 P.M. Retirement Boards	26	27
28	29					