

CITY OF FORT PIERCE

CITY COMMISSION AGENDA

Regular Meeting - Monday, May 4, 2020 - 6:30 p.m.

City Hall - City Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida

1. **CALL TO ORDER**
2. **OPENING PRAYER** - Commissioner Jeremiah Johnson
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **APPROVAL OF MINUTES**
 - a. Approval of Minutes from April 20, 2020 Regular Meeting.
6. **PROCLAMATIONS**
7. **LETTERS TO COMMISSION**
 - a. Email from John Lindsay, seasonal resident from Canada, to the Fort Pierce community in support of their vigilance and discipline for the management of the coronavirus.
8. **COMMENTS FROM THE PUBLIC ON AGENDA ITEMS NOT REQUIRING PUBLIC HEARINGS**

Any person who wishes to comment on an agenda item which is not under Public Hearings on the Agenda may be heard at this time and must sign up to speak in advance. Please limit your comments to three (3) minutes or less, as directed by the Mayor, as this section of the Agenda is limited to thirty minutes. The City Commission will not be able to take any official actions under Comments from the Public. Speakers will address the Mayor, Commissioners, and the Public with respect. Inappropriate language will not be tolerated.
9. **ADDITIONS OR DELETIONS TO AGENDA AND APPROVAL OF AGENDA**
10. **MISCELLANEOUS REPORTS**

- a. Second Quarter Financial Report

11. **CONSENT AGENDA**

- a. Approve memorandum of understanding for the Manatee Observation and Education Center to allow the FPUA to continue operating the Manatee Observation and Education Center for a term of twenty-five (25) years, after which the term shall automatically renew for successive five (5) year terms.
- b. Approve letter of support for GraceWay Village recognizing their efforts in response to COVID-19 and long term community support.
- c. Approve lease to own purchase of four (4) 2019/2020 Peterbilt refuse collection trucks for the Solid Waste Division in an amount not to exceed \$19,590.24 monthly, \$235,082.88 annually, for a term of five (5) years.
- d. Approve acceptance of the Coronavirus (COVID-19) Relief & Recovery grant in the amount of \$25,000.
- e. Approve award of Bid No. 2020-025 to Marina & Site Contractors, Inc. for the Indian Hills Recreation Area Multi-Use Trail Improvements in an amount not to exceed \$495,745.50.
- f. Approve the Collective Bargaining Agreement with the Coastal Florida Police Benevolent Association (Police Officer Unit) for the period of October 1, 2019 through September 30, 2022.
- g. Approve Collective Bargaining Agreement with the Coastal Florida Police Benevolent Association (Sergeants' and Lieutenants' Unit) for the period of October 1, 2018 through September 30, 2021.

12. **PUBLIC HEARINGS**

13. **CITY COMMISSION**

- a. Submittal of applications for appointment to the Communitywide Council.
- b. Submittal of applications to serve on the Police Officers Retirement Fund - 185 Board.
- c. For Informational Purposes - House Rule: Code of Civility

14. **COMMENTS FROM THE PUBLIC**

Any person who wishes to comment on any subject may be heard at this time. Please limit your comments to three (3) minutes or less, as directed by the Mayor, as this section of the Agenda is limited to thirty minutes. The City Commission will not be able to take any official actions under Comments from the Public. Speakers will address the Mayor, Commissioners, and the Public with respect. Inappropriate language will not be tolerated.

15. **COMMENTS FROM THE CITY MANAGER**

- a. Reports

16. **COMMENTS FROM THE COMMISSION**

17. **ADJOURNMENT**

Immediately following adjournment, please move toward the doors and exit the chambers. This allows for the safe and courteous exit of all persons, and those on the dais. Conversations after the meeting should be held outside of chambers, in the foyer or elsewhere, but not in the commission chambers where lights will be out as soon as the chambers are empty.

Pursuant to Section 286.0105, Florida Statutes, the City hereby advises you that if you or another person decide to appeal any decision made by the City Commission with respect to any matter considered at its meeting or hearing, that you or said person will need a record of the proceedings, and that for such purpose, affected persons may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office at (772) 467-3065 at least 48 hours prior to the meeting.

City Commission Regular Meeting

5. a.

Meeting Date: 05/04/2020

Re:

SUBJECT:

Approval of Minutes from April 20, 2020 Regular Meeting.

Attachments

Minutes 04.20.2020

Form Review

Form Started By: Maura Stokes
Final Approval Date: 04/23/2020

Started On: 04/23/2020 10:10 AM

MINUTES OF A REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, HELD IN THE CITY HALL COMMISSION CHAMBERS, 100 NORTH U.S. #1, FORT PIERCE, FLORIDA, AT 6:30 P.M. ON MONDAY, **APRIL 20, 2020.**

1. CALL TO ORDER

Mayor Hudson called the April 20, 2020 Regular Meeting of the City Commission to order at 6:30 PM.

2. OPENING PRAYER - Commissioner Reggie Sessions

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

Present: Mayor Linda Hudson; Commissioner Rufus Alexander; Commissioner Jeremiah Johnson; Commissioner Thomas Perona; Commissioner Reginald Sessions

Staff Present: City Clerk Linda Cox
City Manager Nicholas Mimms
City Attorney Peter Sweeney

Commissioner Alexander was present via conference call.

5. APPROVAL OF MINUTES

- a. Approval of Minutes from March 27, 2020 Special Meeting and April 06, 2020 Regular Meeting.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Jeremiah Johnson to approve the minutes from the March 27, 2020 Special Meeting and April 06, 2020 regular meeting.

AYE: Mayor Linda Hudson, Commissioner Rufus Alexander, Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Commissioner Reginald Sessions

Passed

6. PROCLAMATIONS

7. LETTERS TO COMMISSION

8. COMMENTS FROM THE PUBLIC ON AGENDA ITEMS NOT REQUIRING PUBLIC HEARINGS

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None.

9. ADDITIONS OR DELETIONS TO AGENDA AND APPROVAL OF AGENDA

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Reginald Sessions to approve and set the Agenda.

AYE: Mayor Linda Hudson, Commissioner Rufus Alexander, Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Commissioner Reginald Sessions

Passed

10. MISCELLANEOUS REPORTS

- a. Presentation and acceptance of City Audit on all funds for fiscal year ended September 30, 2019, as prepared by DiBartolomeo, McBee, Hartley & Barnes, P.A.

Mark Barnes, of DiBartolomeo, McBee, Hartley & Barnes, P.A. was present and provided an overview of the audit prepared for the 2019 fiscal year. The audit report presented included balance sheets showing assets, liabilities, and fund equities. Mr. Barnes also went over the Government Fund Revenues and Expenditures, Community Redevelopment, Solid Waste Fund, Stormwater Fund, Golf Course Fund, Marina Fund, Sunrise Theatre, and Building Department. This Comprehensive Annual Financial Report covered all governmental, proprietary and fiduciary funds for the period ending September 30, 2019. Also included are notes to the financials and the auditor's reports on the statements. The City of Fort Pierce ended the fiscal year in a strong position.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Reginald Sessions to accept the Auditor's Report as presented.

AYE: Mayor Linda Hudson, Commissioner Rufus Alexander, Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Commissioner Reginald Sessions
Passed

11. CONSENT AGENDA

- a. Approve nomination of Mayor Linda Hudson to the Board of Trustees of the Florida Municipal Insurance Trust (FMIT).
- b. Approve letter of support for Lincoln Park Main Street in its application for funding to the Division of Historical Resources for its programming, which includes historic preservation, cultural enrichment, educational and economic vitality activities.
- c. Approve submission of grant application and approve acceptance upon award of Coronavirus Emergency Supplemental Funding Program grant.
- d. Approve letter of support and approve the submission and acceptance for the FY 19 JAG-C Edward Byrne Memorial grant, also known as the Justice Assistance Grant (JAG-C).

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Reginald Sessions to approve items 11a, 11b, 11c, and 11d.

AYE: Mayor Linda Hudson, Commissioner Rufus Alexander, Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Commissioner Reginald Sessions
Passed

12. PUBLIC HEARINGS

- a. Ordinance No. 20-010 - Final Budget Amendment of the General Fund 2018-2019 Budget.
SECOND READING

City Clerk Linda Cox introduced the ordinance, read by title only, into the record.

ORDINANCE NO. 20-010
AN ORDINANCE AMENDING THE 2018-19 BUDGET OF THE CITY OF FORT PIERCE, FLORIDA BY INSERTING THEREIN A SCHEDULE ATTACHED HERETO AND DESIGNED AS THE 2018-19 FINAL BUDGET AMENDMENT. THE SAID SCHEDULE PROVIDES FOR THE INCREASES AND/OR DECREASES IN REVENUES AND APPROPRIATIONS IN THE GENERAL FUND; AND PROVIDING FOR AN EFFECTIVE DATE. SECOND READING

Mayor Hudson opened the Public Hearing. Seeing no one, Mayor Hudson closed the Public Hearing.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Reginald Sessions to approve Ordinance No. 20-010.

AYE: Mayor Linda Hudson, Commissioner Rufus Alexander, Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Commissioner Reginald Sessions
Passed

13. CITY COMMISSION

- a. Resolution 20-R21 accepting the proposal of J.P. Morgan Chase Bank to purchase the Capital Improvement Refunding Notes authorizing the execution and delivery of a loan agreement.

City Clerk Linda Cox introduced the Resolution, read by title only, into the record.

RESOLUTION NO. 20-R21

A RESOLUTION OF THE CITY OF FORT PIERCE, FLORIDA ACCEPTING THE PROPOSAL OF JPMORGAN CHASE BANK, N.A. TO PURCHASE THE CITY'S NOT TO EXCEED \$6,100,000 CAPITAL IMPROVEMENT REVENUE REFUNDING NOTE, SERIES 2020A THE PROCEEDS OF WHICH WILL BE APPLIED TO CURRENTLY REFUND ALL OF THE CITY'S OUTSTANDING CAPITAL IMPROVEMENT REVENUE NOTE, SERIES 2014A AND TO THE EXTENT NOT REFUNDED WITH PROCEEDS OF THE CITY'S TAXABLE CAPITAL IMPROVEMENT REVENUE REFUNDING NOTE, SERIES 2020B ALL OF THE CITY'S OUTSTANDING CAPITAL IMPROVEMENT REVENUE NOTES, SERIES 2016B AND SERIES 2016C AND TO PAY COSTS OF ISSUANCE THEREOF AND ALL OF THE CITY'S NOT TO EXCEED \$3,000,000 TAXABLE CAPITAL IMPROVEMENT REVENUE REFUNDING NOTE, SERIES 2020B THE PROCEEDS OF WHICH WILL ADVANCE REFUND ALL OF THE CITY'S OUTSTANDING TAXABLE CAPITAL IMPROVEMENT REVENUE NOTE, SERIES 2016A AND TO THE EXTENT NOT REFUNDED WITH PROCEEDS OF THE CITY'S CAPITAL IMPROVEMENT REVENUE REFUNDING NOTE, SERIES 2020A ALL OF THE CITY'S OUTSTANDING CAPITAL IMPROVEMENT REVENUE NOTES, SERIES 2016B AND SERIES 2016C AND TO PAY COSTS OF ISSUANCE THEREOF AND THE CITY'S NOT TO EXCEED \$7,350,000 CAPITAL IMPROVEMENT REVENUE REFUNDING NOTE, SERIES 2020C, THE PROCEEDS OF WHICH WILL ADVANCE REFUND ALL OF THE CITY'S OUTSTANDING CAPITAL IMPROVEMENT REVENUE REFUNDING NOTE, SERIES 2018 AND TO PAY COSTS OF ISSUANCE THEREOF; AUTHORIZING THE EXECUTION AND DELIVERY OF LOAN AGREEMENTS WITH SAID LENDER TO SECURE THE REPAYMENT OF SAID NOTES; PROVIDING FOR THE PAYMENT OF SUCH NOTES FROM THE CITY'S COVENANT TO BUDGET AND APPROPRIATE NON AD VALOREM REVENUES ALL AS PROVIDED IN THE LOAN AGREEMENTS; AUTHORIZING THE PROPER OFFICIALS OF THE CITY TO DO ANY OTHER ADDITIONAL THINGS DEEMED NECESSARY OR ADVISABLE IN CONNECTION WITH THE EXECUTION OF THE LOAN AGREEMENTS, THE NOTES, AND THE SECURITY THEREFOR; AUTHORIZING THE EXECUTION AND DELIVERY OF OTHER DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF SUCH NOTES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Johnna Morris, Finance Director provided an overview of this resolution. In an effort to further cost reduction, this resolution will allow the refinancing of the 2014, 2016, and 2018 series bonds which will save the City of Fort Pierce approximately \$662,000.00 over ten years without extending the terms of the loan. We will remain on the same debt schedule but will be reducing costs significantly thereby saving approximately \$66,000.00 per year for the next ten years.

Motion was made by Commissioner Thomas Perona, seconded by Commissioner Jeremiah Johnson to approve Resolution No. 20-R21.

AYE: Mayor Linda Hudson, Commissioner Rufus Alexander, Commissioner Jeremiah Johnson, Commissioner Thomas Perona, Commissioner Reginald Sessions
Passed

14. COMMENTS FROM THE PUBLIC

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Ionis Jefferson Knowles
George Collins
Rick Reed
Fred Bell, via email

15. COMMENTS FROM THE CITY MANAGER

Mr. Mimms, City Manager, provided a brief update of what the City of Fort Pierce staff has been working on regarding the pandemic situation. Several facilities remain closed, and moratoriums have been placed on public meetings. Communication to the public has been constant through text messaging, video public service announcements, and emails. Text messaging has been expanded to include many of the City's pastors so that information can be passed along to our community through that channel. Re-opening and recovery are some issues we will be facing in the upcoming weeks.

The city will continue to work together with Indian River County, St. Lucie County, Port St. Lucie and Martin County cohesively as a group. Working together with our neighbors will be the key to a successful transition in the re-opening of our City. We will be using State and Federal guidelines as well as data analysis to move forward and accomplish our goal.

Internally, we will put together a task force to deal with business recovery, housing assistance, family assistance, and the establishment of a virtual recovery center. We plan to re-purpose funding such as the State Housing Initiative Partnership (SHIP) program. This type of fund will be used to help families with rent and mortgage assistance. We have been awarded funds through the Coronavirus Aid, Relief, and Economic Security (CARES) Act to assist residents with their day-to-day needs. In addition, FPRA Economic Development Incentives will be made available for small business recovery.

The beaches will reopen together with Indian River County, St. Lucie County, and Martin County. The executive order keeping the beaches closed expires on April 30, 2020.

Mr. Mimms stated they are working with city employees and dealing with their individual needs regarding childcare, caring for individuals at home, and extenuating circumstances. Employees with qualifying issues are advised about the Families First Coronavirus Response Act (FFCRA) which is a federally funded program for employees unable to work due to qualifying circumstances.

The 2020 Strategic Action Plan was distributed to the City Commission on April 16, 2020. This plan includes our top priorities. It is a very detailed document that will be utilized as our road map to the future.

The City of Fort Pierce has reached tentative agreements with the PBA Unions for both officers and sergeants and lieutenants. The agreements should be ratified and will be presented at the next City Commission meeting.

City Attorney, Peter Sweeney had no comments.

16. COMMENTS FROM THE COMMISSION

Commissioner Alexander stated he has been quarantined for three weeks. He is deeply concerned with the City of Fort Pierce. Commissioner Alexander expressed concern that Commissioner Sessions did not receive support from the City or the County to run the drive-thru testing facility. Commissioner Alexander would like to see funding be directed to feeding the hungry and assisting families with basic necessities in the City of Fort Pierce. Commissioner Alexander expressed thanks to the medical community and to the police and fire departments. He also sent thanks to the bus drivers in our community who take people back and forth to work.

Commissioner Perona had no comment.

Commissioner Sessions shares the same sentiment expressed by Commissioner Alexander. Commissioner Sessions helped to facilitate a testing site for COVID-19 with an independent lab at Dreamland Park. A St. Lucie County Sheriff was present for approximately three hours. Commissioner Sessions was disappointed that the City of Fort Pierce Police Department was not present. Commissioner Sessions also expressed concern for citizens in our community who have not utilized the various options for food or groceries in the City and may be hungry. Because the city is in a strong financial position, Commissioner Sessions would like some of the surplus general funds to be given back to the community. Commissioner Sessions expressed disappointment with the City Manager and would call for his termination if he thought he had the support.

Commissioner Sessions **made a motion** to allocate \$50,000.00 from the General Fund to assist the community in this State of Emergency. \$10,000.00 to feed the hungry and \$40,000.00 as a small business loan or grant.

Commissioner Perona raised a **point of order** which as to whether action could be taken on the motion. The appropriate time to have added this item requiring a motion and vote would have been under item 9 when the agenda was set.

Commissioner Sessions has requested a Special Meeting of the City Commission to be called to address this issue of additional funding directly to citizens and small businesses.

Commissioner Sessions left the meeting at 8:06 PM.

Commissioner Johnson is also concerned for the citizens of Fort Pierce. Testing is a great service to offer, but efforts take coordination through the EOC and/or with community partners. Commissioner Johnson supports the City Manager's proposed plan to re-purpose funding options for a give back to the community and working with our neighboring counties for a smooth transition back to regular business.

Mayor Hudson would again like to thank every essential employee who has worked through this event and especially first responders, medical personnel, and those working in the service industry.

17. ADJOURNMENT

Immediately following adjournment, please move toward the doors and exit the chambers. This allows for the safe and courteous exit of all persons, and those on the dais. Conversations after the meeting should be held outside of chambers, in the foyer or elsewhere, but not in the commission chambers where lights will be out as soon as the chambers are empty.

Mayor Linda Hudson adjourned the meeting at **8:23 PM**.

ATTEST:

CITY CLERK

MAYOR COMMISSIONER

City Commission Regular Meeting

7. a.

Meeting Date: 05/04/2020

Re: Email from John Lindsay

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Email from John Lindsay, seasonal resident from Canada, to the Fort Pierce community in support of their vigilance and discipline for the management of the coronavirus.

Attachments

Email from John Lindsay

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	04/29/2020 09:28 AM
Form Started By: Jennifer Robinson		Started On: 04/28/2020 06:00 PM
Final Approval Date: 04/29/2020		

From: John Lindsay <iceform@yahoo.com>

Sent: Friday, April 24, 2020 4:28 PM

To: Linda Hudson

Subject: Covvid virus management

SECURITY WARNING: This email originated outside of the City of Fort Pierce systems. Please use caution when clicking links or opening attachments. For questions or concerns please contact IT immediately. .

Please thank the citizens of Fort Pierce and St. Lucie County for their continuing vigilance and discipline in managing the virus and all that entails. I note the rate of infection in your city and the county is quite low by comparison with other places in Florida and the USA.

This only happens because folks decide to pay attention to what their civic leaders advise. While there has been disruption and some loss of life it could have been so much worse (so far).

I say this because my wife and I enjoy coming to Ft. Peirce every winter as we have done since 2009. We enjoy the climate, sailing and the city and the people. We think of Fort Pierce fondly and are concerned about your welfare and safety.

We live in Calgary Alberta and like many places have a battle on our hands with Covid-19. We hope the people of Fort Pierce stay safe until we can put this behind us. You have a great community and these don't happen all by them selves. People have to be part of it all and be good neighbors.

So good for you and hope to see Ft. Pierce gain this coming winter.

John Lindsay, a fan.

Sent from [Mail](#) for Windows 10

City Commission Regular Meeting

10. a.

Meeting Date: 05/04/2020

Re: FY '20 Second Quarter Financial Report

Submitted For: Johnna Morris, Finance Director, Finance Department

SUBJECT:

Second Quarter Financial Report

SUMMARY:

The Finance Director prepares and presents to the City Commission and Citizens a quarterly report on the financial status of the different funds of the City. The financial report for the period ending March 31, 2020, encompasses General, Marina, Solid Waste, Golf Course, Sunrise Theatre, Building & Code, and Urban Redevelopment Funds. The financial book shows comparative information for the second quarters of FY 2019 and 2020.

RECOMMENDATION:

The Finance Department welcomes any suggestions and/or changes to the format or contents.

ALTERNATIVES:

The report can be enhanced or changed completely.

RESPONSIBLE STAFF:

Director of Finance

COORDINATED WITH:

Finance Department and City Manager.

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2020

OTHER INFORMATION:

Report on FY 2020 budgeted Revenue and Expenditures.

Attachments

FY2020 2nd Quarter Financial Report

Form Review

Inbox

Finance Department
City Manager

Reviewed By

Johnna Morris
Nick Mimms

Date

04/27/2020 11:24 AM
04/27/2020 05:07 PM
Started On: 04/23/2020 10:37 AM

Form Started By: Queen Thompkins
Final Approval Date: 04/27/2020

**CITY OF FORT PIERCE, FLORIDA
FUND EVALUATION REPORT
FOR THE QUARTER ENDING
March 31, 2020**

Evaluation Criteria	General Fund	Marina Fund	Solid Waste	Golf Course	Sunrise Theatre	Building & Code
The revenue projections for the fund are on target.	Yes	No	Yes	Yes	Yes	Yes
The expense budget is on target.	Yes	Yes	Yes	Yes	Yes	Yes
Positive Net Operating Income	Yes	No	Yes	Yes	Yes	Yes
The fund cash balance is positive.	Yes	Yes	Yes	No	No	Yes
The fund current financial position is stable.	Yes	Yes	Yes	No	No	Yes

Evaluation Criteria	CRA Operating	103 CDBG	105 SHIP	106 HHR
The revenue projections for the fund are on target.	Yes	Yes	Yes	Yes
The expense budget is on target.	Yes	Yes	Yes	Yes
The fund cash balance is positive.	Yes	Yes	Yes	Yes
The fund current financial position is stable.	Yes	Yes	Yes	Yes

GENERAL FUND
Projected (Shortage) or Overage for
Fiscal Year 2019/20

	1ST QUARTER	2ND QUARTER
REVENUES:		
CURRENT AD VALOREM	0	0
DELIQUENT AD VALOREM	135,891	135,891
LOCAL OPTION GAS TAX	0	0
TELECOMMUNICATION TAX	0	0
UTILITY TAX	0	0
OCCUPATIONAL LICENSE & PERMITS	0	0
STATE SHARED REVENUES	0	0
CHARGES FOR SERVICES	0	0
ALARM PERMIT VIOLATIONS	0	0
INTEREST ON INVESTMENTS	0	0
MISCELLANEOUS CONTRACTUAL REVENUE	0	0
UTILITY AUTHORITY TRANSFER	0	0
INTER-FUND TRANSFER	0	0
FUND BALANCE	0	0
REVENUE TOTALS	<u>135,891</u>	<u>135,891</u>

GENERAL FUND
 Projected (Shortage) or Overage for
 Fiscal Year 2019/20 CONT'D

	1ST QUARTER	2ND QUARTER
EXPENDITURES:		
SALARIES AND BENEFITS	0	0
EXPENDITURES	0	0
CAPITAL	0	0
GRANTS AND AIDS	0	0
FUNDS TRANSFER	0	0
EXPENDITURES TOTALS	0	0
PROJECTED REVENUE OVERAGE (SHORTAGE)	135,891	135,891

GENERAL FUND - REVENUE DETAIL

	2018/19 Budget	2018/19 Actual	Yr. Lapse 50%	2019/20 Budget	2019/20 Actual	Yr. Lapse 50%
<u>Taxes</u>						
311 10 Current Ad Valorem	\$ 16,485,272	\$ 14,199,461	86.13%	\$ 17,678,279	\$ 15,224,544	86.12%
311 15 Ad Valorem Adjustment Amount	(824,264)	0	0.00%	(883,914)	0	0.00%
311 20 Delinquent Ad Valorem	35,000	1,972	5.63%	35,000	173,740	496.40%
312 31 Local Option Gas Tax	1,200,000	646,458	53.87%	1,200,000	706,011	58.83%
312 32 New Local Option Gas Tax	825,000	456,092	55.28%	850,000	370,515	43.59%
314 10 Public Service Electricity	2,000,000	949,232	47.46%	2,100,000	1,018,064	48.48%
314 11 Electricity FPL	400,000	214,490	53.62%	425,000	220,518	51.89%
314 20 Telecommunications Tax	1,215,000	597,556	49.18%	1,225,000	598,215	48.83%
314 30 Public Service Water	425,000	208,368	49.03%	450,000	136,203	30.27%
314 30 Miscellaneous Taxes	0	251	0.00%	500	302	60.37%
Total Taxes	\$ 21,761,008	\$ 17,273,880	79.38%	\$ 23,079,865	\$ 18,448,111	79.93%
<u>Licenses and Permits</u>						
321 20 Occupational Licenses	\$ 275,000	\$ 94,693	34.43%	\$ 275,000	\$ 281,094	102.22%
323 10 Planning & Zoning Fees	40,000	36,653	91.63%	45,000	20,414	45.36%
323 30 Amendments	25,000	13,950	55.80%	25,000	8,500	34.00%
323 60 Sign Fees	5,000	4,275	85.50%	5,000	4,403	88.06%
323 90 Miscellaneous	25,000	21,890	87.56%	30,000	17,000	56.67%
329 10 Animal Licenses	8,000	4,635	57.94%	9,000	4,578	50.86%
329 20 Lot Clearing Permits	1,000	0	0.00%	1,000	157	15.69%
329 92 Vendor Permit/Application Fees	1,500	600	40.00%	1,500	600	40.00%
329 93 Vendor Permit Fees	1,000	333	33.33%	1,500	696	46.39%
329 99 Other Licenses/Permits	1,500	6,250	416.67%	2,000	3,050	152.50%
Total Licenses and Permits	\$ 383,000	\$ 183,279	47.85%	\$ 395,000	\$ 340,491	86.20%
<u>Intergovernmental Revenues</u>						
331 50 Disaster Relief/Federal	\$ 0	\$ 25,192	0.00%	\$ 0	\$ 478,053	0.00%
334 50 Disaster Relief/State	0	4,199	0.00%	0	10,229	0.00%
335 12 State Revenue Sharing	1,350,000	726,930	53.85%	1,400,000	731,982	52.28%
335 13 Half Cent Sales Tax	1,750,000	981,724	56.10%	1,800,000	1,013,277	56.29%
335 14 Mobile Home License	35,000	126,410	361.17%	40,000	37,963	94.91%
335 15 Beverage License	38,000	36,471	95.98%	40,000	4,218	10.55%
335 16 Infrastructure Sales Tax	0	8,582	0.00%	1,500,000	932,523	62.17%
335 22 Casualty Premium Tax	300,000	0	0.00%	350,000	0	0.00%
335 41 Fuel Tax Refund	55,000	22,006	40.01%	55,000	23,280	42.33%
338 20 County Shared Occup. License	50,000	22,616	45.23%	45,000	24,753	55.01%
339 10 Payments in Lieu of Tax-Hsg Auth	21,000	0	0.00%	65,000	0	0.00%
Total Intergovernmental Rev.	\$ 3,599,000	\$ 1,954,132	54.30%	\$ 5,295,000	\$ 3,256,280	61.50%

GENERAL FUND - REVENUE DETAIL

	2018/19 Budget	2018/19 Actual	Yr. Lapse 50%	2019/20 Budget	2019/20 Actual	Yr. Lapse 50%
Charges for Services						
341 30 Sale Maps and Publications	\$ 100	\$ 35	35.00%	\$ 100	\$ 0	0.00%
341 40 Certified Copying & Rec Search	25,000	15,670	62.68%	25,000	20,999	84.00%
341 41 Reproduction-City Hall	10,500	7,386	70.34%	10,000	4,508	45.08%
341 42 Application Fee	15,000	7,385	49.24%	17,500	7,550	43.14%
341 90 Investigative Surcharge	25,000	12,745	50.98%	30,000	12,640	42.13%
341 91 Jury Duty and Fees	100	0	0.00%	100	68	67.50%
341 92 Qualifying Fees	0	50	0.00%	500	50	10.00%
341 93 Data Processing Services	100	0	0.00%	100	0	0.00%
343 91 Lot Clearing-Admin. Charge	8,000	4,505	56.31%	8,000	3,039	37.98%
343 92 Rotation Towing-Admin. Charge	25,000	5,575	22.30%	25,000	13,750	55.00%
344 50 Parking Fines	20,000	19,022	95.11%	30,000	10,114	33.71%
344 51 Traffic Fines	20,000	16,010	80.05%	30,000	17,331	57.77%
347 40 Community Center/Bus. Social	60,000	39,289	65.48%	70,000	42,168	60.24%
347 42 Community Center Special Events	30,000	19,646	65.49%	30,000	9,975	33.25%
347 44 Community Center Rental Fees	28,000	8,375	29.91%	28,000	6,500	23.21%
347 48 Community Center Events	17,500	11,613	66.36%	18,000	8,979	49.88%
347 49 Community Center Other	6,500	4,751	73.09%	7,000	3,416	48.80%
347 92 Youth Activity Funds	40,000	15,175	37.94%	40,000	14,183	35.46%
Total Charges for Services	\$ 330,800	\$ 187,232	56.60%	\$ 369,300	\$ 175,268	47.46%
Fines and Forfeitures						
351 10 Court Fines	\$ 45,000	\$ 2,092	4.65%	\$ 20,000	\$ 2,058	10.29%
351 30 Police Education	8,500	2,833	33.32%	7,000	3,089	44.12%
354 10 Alarm Permit Violations	50,000	63,133	126.27%	100,000	53,230	53.23%
354 20 License Penalties	10,000	6,846	68.46%	10,000	7,099	70.99%
354 30 Animal Control	7,500	1,246	16.61%	7,500	2,729	36.39%
354 50 Property Code Violations	125,000	97,240	77.79%	150,000	100,543	67.03%
Total Fines & Forfeitures	\$ 246,000	\$ 173,389	70.48%	\$ 294,500	\$ 168,748	57.30%
Miscellaneous Revenues						
361 10 Interest on Investments	\$ 60,000	\$ 55,661	92.77%	\$ 60,000	\$ 52,040	86.73%
361 33 Other Interest Earnings	30,000	4,433	14.78%	30,000	7,456	24.85%
362 11 Anchor Carwash	1,440	0	0.00%	0	0	0.00%
362 13 Rent - Little Jim	24,894	12,721	51.10%	25,000	12,912	51.65%
362 13 Rent-Old City Hall	0	4,569	0.00%	0	0	0.00%
362 15 Misc. Rental	2,000	1,276	63.80%	2,500	1,526	61.04%

GENERAL FUND - REVENUE DETAIL

	2018/19 Budget	2018/19 Actual	Yr. Lapse 50%	2019/20 Budget	2019/20 Actual	Yr. Lapse 50%
<u>Miscellaneous Revenues contd.</u>						
363 10 Liens	10,000	9,060	90.60%	10,000	5,414	54.14%
363 40 Lot Clearing	5,000	8,043	160.86%	5,000	12,361	247.22%
363 50 Interest on Assessments	100	0	0.00%	100	8	8.08%
364 60 Emergency Repair Liens	2,500	4,215	168.59%	3,000	1,289	42.97%
364 41 Sales of Surplus Equipment	0	17,537	0.00%	0	(5,967)	0.00%
365 10 Sales of Scrap	0	517	0.00%	0	0	0.00%
366 90 Other Contributions/Donations	500	43,500	8700.00%	500	330	66.00%
367 00 Gain/Loss on Sale of Investments	5,000	1,826	36.52%	5,000	1,956	39.12%
369 31 Reimbursement of Expenditures	125,000	91,097	72.88%	125,000	182,442	145.95%
369 32 Purchasing Card Rebate	50,000	53,165	106.33%	50,000	62,482	124.96%
369 34 Wellness Program	1,500	0	0.00%	1,800	0	0.00%
<u>Reimbursement Contractual Services</u>						
369 43 Community Dev. Block Grant	0	0	0.00%	0	0	0.00%
369 45 Stormwater	700,000	128,820	18.40%	700,000	171,524	24.50%
369 46 Golf Course	33,000	16,500	50.00%	33,000	16,500	50.00%
369 47 Sunrise Theatre	33,000	16,500	50.00%	33,000	16,500	50.00%
369 49 Accidents	2,500	0	0.00%	2,500	0	0.00%
369 50 Other Misc Revenues	5,000	1,984	39.68%	5,000	1,233	24.67%
<u>Administrative Reimbursement</u>						
369 51 Ft. Pierce Redevelopment Agcy	145,000	72,500	50.00%	145,000	72,500	50.00%
369 52 Marina	45,000	22,500	50.00%	45,000	22,500	50.00%
369 53 Solid Waste	80,000	40,000	50.00%	80,000	40,000	50.00%
369 54 Utilities Authority	0	2,290	0.00%	0	0	0.00%
369 55 Retirement & Benefit System	160,000	80,000	50.00%	164,800	80,000	48.54%
369 59 Police Department/Detail Work	60,000	4,474	7.46%	65,000	2,394	3.68%
369 61 Building Department	115,000	57,500	50.00%	115,000	57,500	50.00%
<u>Other Miscellaneous Reimbursements</u>						
369 57 St. Lucie County	15,000	0	0.00%	15,000	0	0.00%
369 60 State of Florida	475,000	0	0.00%	475,000	137,752	29.00%
369 71 Keep Ft. Pierce Beautiful	15,000	0	0.00%	15,000	10,000	66.67%
369 85 Settlement of Claims	25,000	15,221	60.88%	35,000	35,033	100.09%
369 90 Other Misc. Revenues	5,000	1,695	33.90%	5,000	3,550	70.99%
Total Miscellaneous Revenues	\$ 2,231,434	\$ 767,603	34.40%	\$ 2,251,200	\$ 1,001,234	44.48%

GENERAL FUND - REVENUE DETAIL

	2018/19 Budget	2018/19 Actual	Yr. Lapse 50%	2019/20 Budget	2019/20 Actual	Yr. Lapse 50%
<u>Interfund Transfers</u>						
381 23 Transfer from Special Revenue	\$ 0	\$ 0	0.00%	\$ 0	\$ 0	0.00%
381 89 Restricted Fund	300,000	600,000	200.00%	400,000	0	0.00%
381 91 FPRA Debt Services	2,660,947	2,665,946	100.19%	3,071,056	2,671,056	86.98%
381 92 Debt Service Fund	0	0	0.00%	0	0	0.00%
Total Interfund Transfers	\$ 2,960,947	\$ 3,265,946	110.30%	\$ 3,471,056	\$ 2,671,056	76.95%
<u>Contribution from Enterprise Funds</u>						
382 10 Electricity	\$ 4,037,550	\$ 0	0.00%	\$ 4,043,580	\$ 0	0.00%
382 20 Water	990,072	0	0.00%	1,046,790	0	0.00%
382 30 Gas	255,561	0	0.00%	266,358	0	0.00%
382 40 Sewer	768,120	0	0.00%	878,700	0	0.00%
382 41 UA Other	31,212	0	0.00%	32,673	0	0.00%
382 50 Solid Waste Transfer	800,000	208,945	26.12%	865,000	478,572	55.33%
382 55 Golf Course Transfer	28,000	62,500	223.21%	28,000	0	0.00%
382 60 Marina Transfer	250,000	0	0.00%	250,000	125,000	50.00%
382 90 Building Department	0	0	0.00%	0	5,394	0.00%
Total Contribution from Enterprise F	\$ 7,160,515	\$ 271,445	3.79%	\$ 7,411,101	\$ 608,966	8.22%
<u>Contribution from Special Revenue Fund</u>						
383 00 Loan Proceeds	\$ 0	\$ 0	0.00%	\$ 0	\$ 0	0.00%
Total Contribution from SR Funds	\$ 0	\$ 0	0.00%	\$ 0	\$ 0	0.00%
Total Revenue	\$ 38,672,704	\$ 24,076,906	62.26%	\$ 42,567,022	\$ 26,670,154	62.65%
Appropriated Fund Balance	836,909	0	0.00%	462,950	0	0.00%
Restricted Revenue	(600,000)	0	0.00%	(600,000)	0	0.00%
Unrestricted Fund Balance	0	0	0.00%	0	0	0.00%
TOTAL GENERAL FUND RESOURCES	\$ 38,909,613	\$ 24,076,906	61.88%	\$ 42,429,972	\$ 26,670,154	62.86%

GENERAL FUND - SUMMARY OF EXPENDITURES BY DEPARTMENT

		2018/19 Adopted	2018/19 Actual	Yr. Lapse 50%	2019/20 Adopted	2019/20 Actual	Yr. Lapse 50%
<u>City Commission</u>							
10 00	Personnel Services	\$ 206,106	\$ 103,821	50.37%	\$ 211,534	\$ 103,583	48.97%
	Operating Expense	40,500	19,705	48.66%	54,050	17,089	31.62%
	Capital Outlay	0	0	0.00%	0	0	0.00%
		<u>\$ 246,606</u>	<u>\$ 123,526</u>	<u>50.09%</u>	<u>\$ 265,584</u>	<u>\$ 120,672</u>	<u>45.44%</u>
<u>City Manager</u>							
13 00	Personnel Services	\$ 679,725	\$ 339,360	49.93%	\$ 807,034	\$ 375,625	46.54%
	Operating Expense	88,175	39,202	44.46%	93,068	65,270	70.13%
	Capital Outlay	0	0	0.00%	0	2,629	0.00%
		<u>\$ 767,900</u>	<u>\$ 378,562</u>	<u>49.30%</u>	<u>\$ 900,102</u>	<u>\$ 443,524</u>	<u>49.27%</u>
<u>City Attorney</u>							
14 00	Personnel Services	\$ 578,864	\$ 179,174	30.95%	\$ 604,149	\$ 205,175	33.96%
	Operating Expense	89,000	92,753	104.22%	89,000	33,802	37.98%
	Capital Outlay	0	1,068	0.00%	0	0	0.00%
		<u>\$ 667,864</u>	<u>\$ 272,996</u>	<u>40.88%</u>	<u>\$ 693,149</u>	<u>\$ 238,976</u>	<u>34.48%</u>
<u>City Clerk</u>							
16 00	Personnel Services	\$ 290,653	\$ 144,719	49.79%	\$ 317,200	\$ 167,279	52.74%
	Operating Expense	33,115	13,741	41.50%	33,115	21,128	63.80%
	Capital Outlay	0	0	0.00%	0	0	0.00%
		<u>\$ 323,768</u>	<u>\$ 158,460</u>	<u>48.94%</u>	<u>\$ 350,315</u>	<u>\$ 188,406</u>	<u>53.78%</u>
<u>Human Resources</u>							
22 00	Personnel Services	\$ 362,854	\$ 178,773	49.27%	\$ 370,700	\$ 199,847	53.91%
	Operating Expense	72,878	31,874	43.74%	72,878	30,214	41.46%
	Capital Outlay	0	434	0.00%	0	0	0.00%
		<u>\$ 435,732</u>	<u>\$ 211,082</u>	<u>0.00%</u>	<u>\$ 443,578</u>	<u>\$ 230,061</u>	<u>51.86%</u>

GENERAL FUND - SUMMARY OF EXPENDITURES BY DEPARTMENT

		2018/19 Adopted	2018/19 Actual	Yr. Lapse 50%	2019/20 Adopted	2019/20 Actual	Yr. Lapse 50%
<u>Finance</u>							
24 00	Personnel Services	\$ 833,102	\$ 420,310	50.45%	\$ 858,307	\$ 433,361	50.49%
	Operating Expense	52,800	20,524	38.87%	52,800	18,514	35.06%
	Capital Outlay	0	0	0.00%	0	0	0.00%
		<u>\$ 885,902</u>	<u>\$ 440,834</u>	<u>49.76%</u>	<u>\$ 911,107</u>	<u>\$ 451,875</u>	<u>49.60%</u>
<u>Information Technology</u>							
25 00	Personnel Services	\$ 651,390	\$ 252,032	38.69%	\$ 682,843	\$ 334,326	48.96%
	Operating Expense	533,150	287,547	53.93%	552,350	285,797	51.74%
	Capital Outlay	6,000	9,046	0.00%	20,000	10,721	53.61%
		<u>\$ 1,190,540</u>	<u>\$ 548,624</u>	<u>46.08%</u>	<u>\$ 1,255,193</u>	<u>\$ 630,845</u>	<u>50.26%</u>
<u>Purchasing</u>							
26 00	Personnel Services	\$ 293,976	\$ 108,127	36.78%	\$ 286,656	\$ 146,350	51.05%
	Operating Expense	28,762	19,646	68.30%	28,762	11,835	41.15%
	Capital Outlay	0	0	0.00%	0	0	0.00%
		<u>\$ 322,738</u>	<u>\$ 127,773</u>	<u>0.00%</u>	<u>\$ 315,418</u>	<u>\$ 158,185</u>	<u>50.15%</u>
<u>Planning</u>							
29 01	Personnel Services	\$ 465,559	\$ 240,163	51.59%	\$ 511,372	\$ 264,173	51.66%
	Operating Expense	101,400	22,951	22.63%	99,400	39,481	39.72%
	Capital Outlay	0	0	0.00%	0	0	0.00%
		<u>\$ 566,959</u>	<u>\$ 263,114</u>	<u>46.41%</u>	<u>\$ 610,772</u>	<u>\$ 303,655</u>	<u>49.72%</u>

GENERAL FUND - SUMMARY OF EXPENDITURES BY DEPARTMENT

		2018/19 Adopted	2018/19 Actual	Yr. Lapse 50%	2019/20 Adopted	2019/20 Actual	Yr. Lapse 50%
<u>Community Response/Code Enforcement</u>							
29 03	Personnel Services	\$ 720,127	\$ 351,155	48.76%	\$ 692,766	\$ 363,177	52.42%
	Operating Expense	337,085	207,976	61.70%	386,885	234,957	60.73%
	Capital Outlay	0	9,269	0.00%	0	670	0.00%
		<u>\$ 1,057,212</u>	<u>\$ 568,400</u>	<u>53.76%</u>	<u>\$ 1,079,651</u>	<u>\$ 598,804</u>	<u>55.46%</u>
<u>Police</u>							
Combined	Personnel Services	\$ 12,554,248	\$ 6,913,431	55.07%	\$ 13,100,656	\$ 6,784,617	51.79%
	Operating Expense	1,721,405	705,055	40.96%	1,565,036	775,813	49.57%
	Capital Outlay	0	39,274	0.00%	100,000	115,093	115.09%
		<u>\$ 14,275,653</u>	<u>\$ 7,657,760</u>	<u>53.64%</u>	<u>\$ 14,765,692</u>	<u>\$ 7,675,522</u>	<u>51.98%</u>
<u>Public Works/Director</u>							
40 02	Personnel Services	\$ 63,252	\$ 27,691	43.78%	\$ 57,459	\$ 29,795	51.85%
	Operating Expense	35,000	20,118	57.48%	35,000	39,197	111.99%
	Capital Outlay	0	0	0.00%	0	0	0.00%
		<u>\$ 98,252</u>	<u>\$ 47,809</u>	<u>48.66%</u>	<u>\$ 92,459</u>	<u>\$ 68,992</u>	<u>74.62%</u>
<u>Public Works/Fleet Maintenance</u>							
40 03	Personnel Services	\$ 551,437	\$ 355,960	64.55%	\$ 678,211	\$ 308,625	45.51%
	Operating Expense	33,950	14,346	42.26%	30,450	23,877	78.42%
	Capital Outlay	0	0	0.00%	0	0	0.00%
		<u>\$ 585,387</u>	<u>\$ 370,306</u>	<u>63.26%</u>	<u>\$ 708,661</u>	<u>\$ 332,502</u>	<u>46.92%</u>
<u>Public Works/Facilities Maintenance</u>							
40 04	Personnel Services	\$ 655,603	\$ 296,648	45.25%	\$ 667,671	\$ 294,245	44.07%
	Operating Expense	365,750	252,559	69.05%	362,250	241,661	66.71%
	Capital Outlay	0	0	0.00%	0	3,600	0.00%
		<u>\$ 1,021,353</u>	<u>\$ 549,207</u>	<u>53.77%</u>	<u>\$ 1,029,921</u>	<u>\$ 539,506</u>	<u>52.38%</u>

GENERAL FUND - SUMMARY OF EXPENDITURES BY DEPARTMENT

		2018/19 Adopted	2018/19 Actual	Yr. Lapse 50%	2019/20 Adopted	2019/20 Actual	Yr. Lapse 50%
<u>Public Works/Parks & Grounds</u>							
40 05	Personnel Services	\$ 1,385,814	\$ 675,543	48.75%	\$ 1,353,910	\$ 725,706	53.60%
	Operating Expense	757,200	296,687	39.18%	805,700	396,902	49.26%
	Capital Outlay	0	13,653	0.00%	0	0	0.00%
		<u>\$ 2,143,014</u>	<u>\$ 985,884</u>	<u>46.00%</u>	<u>\$ 2,159,610</u>	<u>\$ 1,122,608</u>	<u>51.98%</u>
<u>Public Works/Streets & Drainage</u>							
4006	Personnel Services	\$ 973,219	\$ 434,819	44.68%	\$ 1,043,643	\$ 500,673	47.97%
	Operating Expense	811,450	426,039	52.50%	771,950	462,897	59.96%
	Capital Outlay	0	11,275	0.00%	0	0	0.00%
		<u>\$ 1,784,669</u>	<u>\$ 872,133</u>	<u>48.87%</u>	<u>\$ 1,815,593</u>	<u>\$ 963,570</u>	<u>53.07%</u>
<u>Engineering</u>							
44 00	Personnel Services	\$ 822,081	\$ 372,480	45.31%	\$ 830,985	\$ 462,291	55.63%
	Operating Expense	471,630	200,006	42.41%	470,430	127,814	27.17%
	Capital Outlay	0	0	0.00%	0	0	0.00%
		<u>\$ 1,293,711</u>	<u>\$ 572,486</u>	<u>44.25%</u>	<u>\$ 1,301,415</u>	<u>\$ 590,105</u>	<u>45.34%</u>
<u>Liesure Services</u>							
4504	Personnel Services	\$ 231,786	\$ 70,626	30.47%	\$ 262,866	\$ 93,648	35.63%
	Operating Expense	98,250	66,313	67.49%	108,250	58,771	54.29%
	Capital Outlay	0	0	0.00%	0	0	0.00%
		<u>\$ 330,036</u>	<u>\$ 136,939</u>	<u>41.49%</u>	<u>\$ 371,116</u>	<u>\$ 152,419</u>	<u>41.07%</u>

GENERAL FUND - SUMMARY OF EXPENDITURES BY DEPARTMENT

	2018/19 Adopted	2018/19 Actual	Yr. Lapse 25%	2019/20 Adopted	2019/20 Actual	Yr. Lapse 25%
<u>Administrative</u>						
60 00 Personnel Services	\$ 471,342	\$ 39,719	8.43%	\$ 483,134	\$ 43,157	8.93%
Operating Expense	4,661,178	4,234,549	90.85%	5,044,672	4,750,520	94.17%
Capital Outlay	825,000	270,451	32.78%	2,325,000	1,140,227	49.04%
Grants and Aid	255,000	186,591	73.17%	255,000	178,127	69.85%
Non-Oper. Transfer	4,699,797	774,248	16.47%	5,252,831	4,858,614	92.50%
	<u>\$ 10,912,317</u>	<u>\$ 5,505,558</u>	<u>50.45%</u>	<u>\$ 13,360,637</u>	<u>\$ 10,970,645</u>	<u>82.11%</u>
<u>All Departments</u>						
Personnel Services	\$ 22,791,138	\$ 11,504,550	50.48%	\$ 23,821,095	\$ 11,835,653	49.69%
Operating Expense	\$ 10,332,678	\$ 6,971,594	67.47%	\$ 10,656,046	\$ 7,635,538	71.65%
Capital Outlay	\$ 831,000	\$ 354,470	42.66%	\$ 2,445,000	\$ 1,272,939	52.06%
Grants and Aid	255,000	186,591	73.17%	255,000	178,127	69.85%
Non-Oper. Transfer	4,699,797	774,248	16.47%	5,252,831	4,858,614	92.50%
TOTAL GENERAL FUND EXPENDITURES	<u>\$ 38,909,613</u>	<u>\$ 19,791,452</u>	<u>50.87%</u>	<u>\$ 42,429,972</u>	<u>\$ 25,780,872</u>	<u>60.76%</u>

Fund Title:	FPRA	Department:	FPRA
Fund/Division Number:		Division:	

	2018/19 Adopted	2018/19 Actual	Yr. Lapse 50%	2019/20 Adopted	2019/20 Actual	Yr. Lapse 50%
<u>Taxes</u>						
311 10 Ad Valorem Taxes	\$ 6,306,127	\$ 6,321,663	100.25%	\$ 6,700,934	\$ 6,824,121	101.84%
Total Taxes	\$ 6,306,127	\$ 6,321,663	100.25%	\$ 6,700,934	\$ 6,824,121	101.84%
<u>Licenses and Permits</u>						
329 20 Lot Clearing	\$ 0	\$ 0	0.00%	\$ 0	\$ 0	0.00%
Total Licenses and Permits	\$ 0	\$ 0	0.00%	\$ 0	\$ 0	0.00%
<u>Intergovernmental</u>						
334 90 EPA Brownfield	\$ 0	\$ 0	0.00%	\$ 0	\$ 0	0.00%
347 54 Marina Dockage	0	1,886	0.00%	4,000	5,588	139.69%
384 90 Other State Grants	0	0	0.00%	0	0	0.00%
Total Intergovernmental	\$ 0	\$ 1,886	0.00%	\$ 4,000	\$ 5,588	0.00%
<u>Miscellaneous Revenue</u>						
361 10 Interest on Investments	\$ 500	\$ 485	96.91%	\$ 500	\$ 19,074	3814.79%
362 14 Leases	170,000	99,083	58.28%	194,000	122,273	63.03%
363 10 Liens	500	157	0.00%	100	0	0.00%
369 31 Reimburse - Expenditures	5,000	5,374	107.48%	5,000	4,675	93.50%
369 44 Reimburse - Utilities Authority	0	176	0.00%	0	0	0.00%
369 31 Other Misc. Revenues	2,000	460,654	23032.71%	500	455,000	91000.00%
Total Miscellaneous Revenues	\$ 178,000	\$ 565,928	317.94%	\$ 200,100	\$ 601,022	300.36%
<u>Transfers</u>						
381 01 Transfer from General Fund	\$ 0	\$ 0	0.00%	\$ 0	\$ 0	0.00%
Total Transfers	\$ 0	\$ 0	0.00%	\$ 0	\$ 0	0.00%
Total Revenues	\$ 6,484,127	\$ 6,889,477	106.25%	\$ 6,905,034	\$ 7,430,731	107.61%
Prior Year Carry-Overs Operating	0	0	0.00%	0	0	0.00%
TOTAL RESOURCES	\$ 6,484,127	\$ 6,889,477	106.25%	\$ 6,905,034	\$ 7,430,731	107.61%

Fund Title:	FPRA	Department:	FPRA
Fund/Division Number:		Division:	

	2018/19 Adopted	2018/19 Actual	Yr. Lapse 50%	2019/20 Adopted	2019/20 Actual	Yr. Lapse 50%
Total Personnel Services	\$ 0	\$ 0	0.00%	\$ 0	\$ 0	0.00%
Total Operating Expense	492,261	435,793	88.53%	501,338	253,591	50.58%
Total Capital Outlay	0	81,091	0.00%	0	0	0.00%
Total Grants - Programs & Projects	370,000	0	0.00%	370,000	44	0.01%
Total Transfers	5,621,866	5,626,866	100.09%	6,033,696	5,633,696	93.37%
TOTAL APPROPRIATIONS	\$ 6,484,127	\$ 6,143,750	94.75%	\$ 6,905,034	\$ 5,887,331	85.26%

	2018/19 Adopted	2018/19 Actual	Yr. Lapse 50%	2019/20 Adopted	2019/20 Actual	Yr. Lapse 50%
CDBG REVENUE						
331 50 Disaster Relief	\$ 0	\$ 0	0.00%	\$ 0	\$ 0	0.00%
331 90 Entitlement Grant	549,380	103,776	18.89%	\$ 557,327	0	0.00%
331 92 Program Income	5,000	0	0.00%	5,000	0	0.00%
369 90 Miscellaneous Revenue	0	20,000	0.00%	1,000	0	0.00%
361 39 Other Interest Earnings	1,000	10,030	1002.97%	0	5,573	0.00%
369 31 Reimb. of Expenditures	3,918	0	0.00%	3,918	13,583	346.69%
369 41 Contractual Svcs./CDBG	0	0	0.00%	0	0	0.00%
Carry Over Funding	309,940	0	0.00%	391,027	0	0.00%
TOTAL REVENUE	\$ 869,238	\$ 133,805	15.39%	\$ 958,272	\$ 19,156	2.00%
TRANSFERS						
369 42 Contractual Svc./SHIP	\$ 0	\$ 0	0.00%	\$ 7,730	\$ 0	0.00%
369 43 Contractual Svc./Grants Admin.	0	0	0.00%	26,475	0	0.00%
381 10 Transfer from General	0	0	0.00%	50,000	0	0.00%
TOTAL TRANSFERS	\$ 0	\$ 0	0.00%	\$ 84,205	\$ 0	0.00%
TOTAL CDBG REVENUE	\$ 869,238	\$ 133,805	15.39%	\$ 1,042,477	\$ 19,156	1.84%

Fund Title: Department of Urban Redevelopment			CDBG & SHIP					
Fund/Division Number:			2018/19	2018/19	Yr. Lapse	2019/20	2019/20	Yr. Lapse
			Adopted	Actual	50%	Adopted	Actual	50%
<u>CDBG Department</u>								
<u>Administrative</u>								
10 10	Personnel Services	\$ 163,965	\$ 59,719	36.42%	\$ 250,528	\$ 128,852	51.43%	
34 90	Administrative-Contractual	0	0	0.00%	0	0	0.00%	
49 60	Administrative Expenses	11,911	15,408	129.36%	0	9,897	0.00%	
<u>Rehabilitation Department</u>								
83 10	Housing Rehabilitation	\$ 20,000	\$ 2,862	14.31%	\$ 0	\$ 0	0.00%	
83 30	Senior Citizens Housing	0	0	0.00%	20,000	0	0.00%	
83 40	Other Grants & Aids	0	0	0.00%	0	499	0.00%	
83 45	Weatherization	20,000	0	0.00%	20,000	0	0.00%	
<u>Economic Development</u>								
83 80	Lincoln Park Mainstreet	\$ 50,000	\$ 25,000	50.00%	\$ 50,000	\$ 25,000	50.00%	
83 80	Fort Pierce Mainstreet	50,000	25,000	50.00%	50,000	25,000	50.00%	
83 83	Micro -Bus/Economic Development	30,000	9,563	31.88%	113,000	54,828	48.52%	
83 83	Lincoln Park/Orange Ave. Bus Dev	70,000	0	0.00%	7,500	0	0.00%	
83 86	Local Art/Cultural Heritage	33,422	31,464	94.14%	39,280	26,854	68.36%	
86 86	FPAT	20,000	0	0.00%	10,000	0	0.00%	
83 87	Commercial Facades	50,000	4,647	9.29%	40,000	0	0.00%	
<u>Public Service</u>								
83 97	Public Facility Improvements	\$ 20,000	\$ 823	4.11%	\$ 0	\$ 10,000	0.00%	
83 97	Public Amenities	0	0	0.00%	50,000	0	0.00%	
83 98	Youth and Children Projects	80,000	5,510	6.89%	30,000	2,453	8.18%	
Total CDBG		\$ 619,298	\$ 179,995	29.06%	\$ 680,308	\$ 283,383	41.66%	
<u>Prior Grants-Programs & Projects</u>								
83 10	Housing Rehabilitation (Roll-over)	\$ 18,000	\$ 0	0.00%	\$ 20,000	\$ 0	0.00%	
83 41	Commercial Facades (Roll-over)	25,000	0	0.00%	25,000	0	0.00%	
83 30	Senior Citizen Housing/Security	30,000	0	0.00%	0	0	0.00%	
83 82	Code Enforcement	0	0	0.00%	0	0	0.00%	
83 83	Micro-Bus/Economic Development	48,000	0	0.00%	50,000	0	0.00%	
83 85	Community Focal Point	0	0	0.00%	0	0	0.00%	
83 86	Local Art/Cultural Heritage	30,000	0	0.00%	25,000	0	0.00%	
83 98	Public Service	45,000	0	0.00%	45,000	0	0.00%	
83 99	Weatherization	0	0	0.00%	0	0	0.00%	
83 99	Infrastructure Improvements	30,000	0	0.00%	0	0	0.00%	
83 99	Playground Equipment (Roll Over)	23,940	0	0.00%	20,000	0	0.00%	
	Administrative Expenses	0	0	0.00%	177,169	0	0.00%	
Total Roll-Over Expenditures		\$ 249,940	\$ 0	0.00%	\$ 362,169	\$ 0	0.00%	

Fund Title: Department of Urban Redevelopment			CDBG & SHIP					
Fund/Division Number:			2018/19	2018/19	Yr. Lapse	2019/20	2019/20	Yr. Lapse
			Adopted	Actual	50%	Adopted	Actual	50%
Capital								
63 10	Road & Bridge Improvements		\$ 0	\$ 0	0.00%	\$ 0	\$ 0	0.00%
63 20	Other Improvements		0	27,835	0.00%	0	0	0.00%
64 45	Other Equipment		0	0	0.00%	0	0	0.00%
99 99	Unencumbered		0	0	0.00%	0	0	0.00%
Total Capital			\$ 0	\$ 27,835	0.00%	\$ 0	\$ 0	0.00%
TOTAL CDBG APPROPRIATIONS			\$ 869,238	\$ 207,830	23.91%	\$ 1,042,477	\$ 283,383	27.18%
SHIP REVENUES								
344 90	SHIP		\$ 73,000	\$ 73,063	0.00%	\$ 77,300	\$ 53,242	68.88%
334 50	Program Income		40,000	0	0.00%	5,000	0	0.00%
361 10	Interest on Investments		500	0	0.00%	500	2,004	400.82%
369 90	Other Misc. Revenues		0	0	0.00%	0	8,060	0.00%
381 90	Program Income HHR		0	680,082	0.00%	0	0	0.00%
	Carry Over Funding		280,000	0	0.00%	295,000	0	0.00%
Total SHIP Revenue			\$ 393,500	\$ 753,145	191.40%	\$ 377,800	\$ 63,306	16.76%
SHIP EXPENDITURES								
	Total Operating Expenses		\$ 25,000	\$ 911	3.64%	\$ 25,000	\$ 143	0.57%
	Total Grants-Programs &Projects		368,500	542,409	147.19%	352,800	20	0.01%
TOTAL SHIP APPROPRIATIONS			\$ 393,500	\$ 543,320	138.07%	\$ 377,800	\$ 163	0.04%

	2018/19 Adopted	2018/19 Actual	Yr. Lapse 50%	2019/20 Adopted	2019/20 Actual	Yr. Lapse 50%
<u>Intergovernmental</u>						
334 50 Program Income	\$ 0	\$ 7,566	0.00%	\$ 0	\$ 38,748	0.00%
Total Intergovernmental	\$ 0	\$ 7,566	0.00%	\$ 0	\$ 38,748	0.00%
<u>Miscellaneous Revenue</u>						
361 10 Interest on Investments	\$ 250	\$ 1,270	508.10%	\$ 250	\$ 1,704	681.74%
361 38 HHRP Loan	20,000	320	1.60%	20,000	192	0.96%
366 00 Contributions from Private Sources	0	1,000	0.00%	0		0.00%
369 33 Escrow Reimbursement	0	0	0.00%	0	0	0.00%
369 40 Contractual Svcs. /Allegany(AFM)	43,500	37,500	86.21%	62,250	0	0.00%
369 90 Other Misc. Revenues	0	0	0.00%	0	0	0.00%
Carry Forward Funding	150,000	0	0.00%	160,000	0	0.00%
Total Miscellaneous Revenues	\$ 213,750	\$ 40,090	18.76%	\$ 242,500	\$ 1,897	0.78%
<u>Interfund Transfer</u>						
381 10 General Fund	\$ 45,000	\$ 0	0.00%	\$ 27,000	\$ 0	0.00%
Total Interfund Transfers	\$ 45,000	\$ 0	0.00%	\$ 27,000	\$ 0	0.00%
Total Revenues	\$ 258,750	\$ 47,656	18.42%	\$ 269,500	\$ 40,644	15.08%
TOTAL RESOURCES	\$ 258,750	\$ 47,656	18.42%	\$ 269,500	\$ 40,644	15.08%

Fund Urban Redevelopment	Department: Grant Administration
Fund/Division Number:	Division:

	2018/19 Adopted	2018/19 Adopted	Yr. Lapse 50%	2019/20 Adopted	2019/20 Actual	Yr. Lapse 50%
Total Personnel Services	\$ 88,235	\$ 65,298	74.00%	\$ 0	\$ 0	0.00%
Total Operating Expense	170,515	1,263	0.74%	243,025	0	0.00%
Total Capital Outlay	0	0	0.00%	0	0	0.00%
Total Grants - Private Orgs.	0	0	0.00%	0	0	0.00%
Total Grants - Programs & Projects	0	0	0.00%	0	0	0.00%
Total Transfers	0	680,082	0.00%	26,475	0	0.00%
TOTAL APPROPRIATIONS	\$ 258,750	\$ 746,642	288.56%	\$ 269,500	\$ 0	0.00%

**CITY OF FORT PIERCE
MARINA FUND (401)
OPERATING STATEMENT
MARCH 31, 2020**

2ND QUARTER-MARCH '19 to 2ND QUARTER-MARCH '20 COMPARISON

	2ND QUARTER 3/31/2019	2ND QUARTER 3/31/2020
OPERATING INCOME		
CHARGES FOR SERVICES	\$ 998,349	\$ 907,614
MISCELLANEOUS	1,013,559	459,345
GRANTS	14,976	0
TOTAL OPERATING INCOME	\$ 2,026,883	\$ 1,366,959
OPERATING EXPENSES		
PERSONAL SERVICES	\$ 246,777	\$ 187,828
ADMINISTRATIVE CHARGES	66,068	55,831
CONTRACTUAL FEES	168,268	172,045
UTILITIES	60,479	64,440
COST OF GOODS SOLD	549,567	222,386
DEPRECIATION	558,809	563,047
OTHER OPERATING EXPENSES	211,701	191,593
TOTAL OPERATING EXPENSES	\$ 1,861,668	\$ 1,457,169
NET OPERATING INCOME (LOSS)	\$ 165,215	(\$90,211)
NON-OPERATING REVENUES		
INTEREST ON INVESTMENTS	\$ 3,764	\$ 14,035
TRANSFER FROM OTHER FUNDS	0	0
OTHER NON-OPERATING REVENUES	0	0
	\$ 3,764	\$ 14,035
NON-OPERATING EXPENSES		
DEBT SERVICE	\$ 36,344	\$ 262,880
OTHER NON-OPERATING EXPENSES	62,500	7,839
TRANSFER-OUT	10,028	125,000
TOTAL NON-OPERATING EXPENSES	\$ 108,871	\$ 395,719
NET NON-OPERATING INCOME (LOSS)	(\$105,107)	(\$381,684)
NET INCOME (LOSS)	\$ 60,108	(\$471,895)

Fund Title: Marina		Department: Marina				
Fund/Division Number:		Division:				
	2018/19 Adopted	2018/19 Actual	Yr. Lapse 50%	2019/20 Adopted	2019/20 Actual	Yr. Lapse 50%
Grants						
331 50 Disaster Relief/Federal	\$0	\$ 0	0.00%	\$0	\$ 0	0.00%
334 39 Physical Environmental Grant	100,000	14,976	14.98%	86,583	0	0.00%
334 50 Disaster Relief	0	0	0.00%	0	0	0.00%
Total Grants	\$ 100,000	\$ 14,976	14.98%	\$ 86,583	\$ 0	0.00%
Charges for Services						
347 54 Dockage	\$ 1,000,000	\$ 682,702	68.27%	\$ 1,000,000	\$ 638,908	63.89%
347 55 Transient Dockage	500,000	315,646	63.13%	500,000	268,706	53.74%
Total Charges for Services	\$ 1,500,000	\$ 998,349	66.56%	\$ 1,500,000	\$ 907,614	60.51%
Miscellaneous Revenue						
361 10 Interest Earnings	\$ 5,000	\$ 3,671	73.42%	\$ 6,000	\$ 14,035	233.91%
361 33 Other Interest Earnings	0	93	0.00%	0	0	0.00%
362 14 Leases	8,762	5,192	59.25%	2,500	3,856	154.25%
362 15 Tiki Lease	133,000	104,669	78.70%	133,000	1,500	1.13%
369 31 Reimbursement of Expenditures	0	0	0.00%	0	0	0.00%
369 70 Events	0	0	0.00%	0	0	0.00%
369 90 Other Misc. Revenues	7,500	10,012	133.49%	7,500	878	11.70%
369 91 Gas and Oil Sales	950,000	629,013	66.21%	825,000	245,044	29.70%
369 92 Electric Utility Sales	150,000	86,289	57.53%	150,000	81,224	54.15%
369 93 Utility Fees	21,000	11,262	53.63%	21,000	9,378	44.66%
369 94 Soda, Candy & Ice Sales	200,000	109,935	54.97%	170,000	61,083	35.93%
369 96 Late Payment Charges	3,000	1,782	59.39%	3,000	1,760	58.67%
369 97 Live Aboards	46,000	46,463	101.01%	60,000	39,994	66.66%
369 98 Other Miscellaneous Revenues	12,000	8,943	74.52%	12,000	14,627	121.89%
Total Miscellaneous Revenue	\$ 1,536,262	\$ 1,017,323	66.22%	\$ 1,390,000	\$ 473,380	34.06%
Total Revenue	\$ 3,136,262	\$ 2,030,647	64.75%	\$ 2,976,583	\$ 1,380,994	46.40%
Appropriated Retained Earnings	797,594	0	0.00%	845,579	0	0.00%
TOTAL RESOURCES	\$ 3,933,856	\$ 2,030,647	51.62%	\$ 3,822,162	\$ 1,380,994	36.13%

Fund Title:	Marina	Department:	Marina
Fund/Division Number:		Division:	

	2018/19 Adopted	2018/19 Actual	Yr. Lapse 50%	2019/20 Adopted	2019/20 Actual	Yr. Lapse 50%
Total Personnel Services	\$ 474,129	\$ 246,777	52.05%	\$ 494,327	\$ 187,828	38.00%
Total Operating Expense	3,305,546	\$ 1,614,891	48.85%	3,143,110	1,269,341	40.38%
Total Capital Outlay	429,500	417,709	97.25%	316,500	1,084,643	342.70%
Total Debt Service	439,847	36,344	8.26%	581,013	262,880	45.25%
Total Non-Operating Expenses	404,830	72,527	17.92%	404,830	132,839	32.81%
TOTAL APPROPRIATIONS	\$ 5,053,852	\$ 2,388,249	47.26%	\$ 4,939,780	\$ 2,937,531	59.47%

**CITY OF FORT PIERCE
SOLID WASTE FUND (402)
OPERATING STATEMENT**

MARCHr 31, 2020

2ND QUARTER-MARCH '19 to 2ND QUARTER-MARCH '20 COMPARISON

	2ND QUARTER 3/31/2019	2ND QUARTER 3/31/2020
OPERATING INCOME		
CHARGES FOR SERVICES	\$ 3,788,885	\$ 3,845,433
MISCELLANEOUS	7,986	12,662
GRANTS	0	0
TOTAL OPERATING INCOME	\$ 3,796,871	\$ 3,858,095
OPERATING EXPENSES		
PERSONAL SERVICES	\$ 1,000,925	\$ 1,146,212
ADMINISTRATIVE CHARGES	118,000	133,600
LANDFILL CHARGES	859,159	877,892
CONTRACTUAL	230,239	286,949
DEPRECIATION	243,814	254,466
OTHER OPERATING EXPENSES	696,995	719,646
TOTAL OPERATING EXPENSES	\$ 3,149,131	\$ 3,418,765
NET OPERATING INCOME (LOSS)	\$ 647,740	\$ 439,330
NON-OPERATING REVENUES		
INTEREST ON INVESTMENTS	\$ 4,709	\$ 1,475
TRANSFER FROM OTHER FUNDS	0	0
OTHER NON-OPERATING REVENUES	0	0
TOTAL NON-OPERATING REVENUES	\$ 4,709	\$ 1,475
NON-OPERATING EXPENSES		
OTHER NON-OPERATING EXPENSES	\$ 0	\$ 0
TRANSFER-OUT	208,945	478,572
TOTAL NON-OPERATING EXPENSES	\$ 208,945	\$ 478,572
NET NON-OPERATING INCOME (LOSS)	(\$204,235)	(\$477,097)
NET INCOME (LOSS)	\$ 443,505	(\$37,767)

Fund Title: Solid Waste Fund	Department: Solid Waste
Fund/Division Number: 402-0000	Division:

	2018/19 Adopted	2018/19 Actual	Yr. Lapse 50%	2019/20 Adopted	2019/20 Actual	Yr. Lapse 50%
<u>Charges for Services</u>						
343 40 Residential Service	\$ 3,200,000	\$ 1,597,078	49.91%	\$ 3,200,000	\$ 1,621,544	50.67%
343 41 Commercial Service	3,900,000	1,938,569	49.71%	4,125,000	1,973,399	47.84%
343 43 Commercial Trash	115,000	50,646	44.04%	115,000	50,646	44.04%
343 44 Recycling	345,000	194,218	56.30%	375,000	196,572	52.42%
343 45 Other Income	1,000	0	0.00%	1,000	0	0.00%
343 46 Recycling Program	18,000	8,374	46.52%	12,000	3,273	27.27%
Total Charges for Services	\$ 7,579,000	\$ 3,788,885	49.99%	\$ 7,828,000	\$ 3,845,433	49.12%
<u>Miscellaneous Revenue</u>						
361 10 Interest on Investments	\$ 4,000	\$ 4,709	117.74%	\$ 4,000	\$ 1,475	36.87%
361 20 Sale of Surplus	0	0	0.00%	0	0	0.00%
364 41 Other Contributions/Donations	0	7,896	0.00%	0	12,604	0.00%
369 90 Miscellaneous Revenues	0	90	0.00%	0	59	0.00%
Total Miscellaneous Revenue	\$ 4,000	\$ 12,696	317.39%	\$ 4,000	\$ 14,137	353.43%
Total Revenues	\$ 7,583,000	\$ 3,801,581	50.13%	\$ 7,832,000	\$ 3,859,570	49.28%
Appropriated Retained Earnings	(419,775)	0	0.00%	(534,132)	0	0.00%
TOTAL RESOURCES	\$ 7,163,225	\$ 3,801,581	53.07%	\$ 7,297,868	\$ 3,859,570	52.89%

Fund Title:	Solid Waste Fund	Department:	Solid Waste
Fund/Division Number:	402-4200-534	Division:	

	2018/19 Adopted	2018/19 Actual	Yr. Lapse 50%	2019/20 Adopted	2019/20 Actual	Yr. Lapse 50%
Total Personnel Services	\$ 2,517,116	\$ 1,000,925	39.76%	\$ 2,420,297	\$ 1,146,212	47.36%
Total Operating Expense	3,604,783	2,148,207	59.59%	3,924,125	2,272,553	57.91%
Total Capital Outlay	150,000	244,425	162.95%	150,000	187,112	124.74%
Total Non-Operating Expense	1,178,744	208,945	17.73%	1,291,072	478,572	37.07%
TOTAL APPROPRIATIONS	\$ 7,450,643	\$ 3,602,502	48.35%	\$ 7,785,493	\$ 4,084,449	52.46%

CITY OF FORT PIERCE
GOLF COURSE (405)
OPERATING STATEMENT
MARCH 31, 2020

2ND QUARTER-MARCH '19 to 2ND QUARTER-MARCH '20 COMPARISON

	2ND QUARTER 3/31/2019	2ND QUARTER 3/31/2020
OPERATING INCOME		
CHARGES FOR SERVICES	\$ 637,598	\$ 700,986
MISCELLANEOUS	102,635	97,793
GRANTS	0	
TOTAL OPERATING INCOME	\$ 740,233	\$ 798,779
OPERATING EXPENSES		
PERSONAL SERVICES	\$ 98,792	\$ 115,085
ADMINISTRATIVE CHARGES	30,015	31,038
CONTRACTUAL FEES	339,017	351,675
UTILITIES	22,229	25,453
COST OF GOODS SOLD	66,825	70,334
DEPRECIATION	67,674	70,246
OTHER OPERATING EXPENSES	173,245	167,866
TOTAL OPERATING EXPENSES	\$ 797,797	\$ 831,698
NET OPERATING INCOME (LOSS)	(\$57,564)	(\$32,919)
NON-OPERATING REVENUES		
INTEREST ON INVESTMENTS	\$ 2,349	\$ 31
TRANSFER FROM OTHER FUNDS	0	0
OTHER NON-OPERATING REVENUES	0	0
TOTAL NON-OPERATING REVENUES	\$ 2,349	\$ 31
NON-OPERATING EXPENSES		
OTHER NON-OPERATING EXPENSES	\$ 0	\$ 0
TRANSFER-OUT	0	0
TOTAL NON-OPERATING EXPENSES	\$ 0	\$ 0
NET NON-OPERATING INCOME (LOSS)	\$ 2,349	\$ 31
NET INCOME (LOSS)	(\$55,216)	(\$32,887)

Fund Title:	Golf Course Fund	Department:	Golf Course
Fund/Division Number:	405 0000	Division:	

	2018/19 Adopted	2018/19 Actual	Yr. Lapse 50%	2019/20 Adopted	2019/20 Actual	Yr. Lapse 50%
<u>Charges for Services</u>						
347 20 Membership Dues	\$ 3,500	\$ 25,652	732.91%	\$ 4,000	\$ 31,945	798.63%
347 22 Other Memberships	35,000	1,082	3.09%	36,000	1,103	3.06%
347 24 Golf Fees	1,100,000	604,197	54.93%	1,080,000	658,302	60.95%
347 25 Driving Range	28,000	14,403	51.44%	35,000	13,839	39.54%
347 26 Adjustment Golf Fees	0	(7,736)	0.00%	0	(4,203)	0.00%
Total Charges for Services	\$ 1,166,500	\$ 637,598	54.66%	\$ 1,155,000	\$ 700,986	60.69%
<u>Miscellaneous Revenue</u>						
361 10 Interest Earnings	\$ 250	\$ 2,349	939.44%	\$ 250	\$ 31	12.59%
369 25 Pro Shop Merchandise	85,000	40,737	47.93%	90,000	39,073	43.41%
369 31 Reimb. Of Expenditures	0	3,349	0.00%	0	3,193	0.00%
369 70 Events	0	0	0.00%	3,514	290	8.24%
369 80 Food	25,000	13,246	52.98%	32,000	11,472	35.85%
369 89 Packaged Sales	45,000	26,220	58.27%	57,200	29,436	51.46%
369 90 Misc Revenues	10,000	2,535	25.35%	25,000	2,318	9.27%
369 94 Snacks & Beverages	25,000	12,366	49.46%	32,000	12,011	37.53%
369 98 Other Misc Revenues	0	4,182	0.00%	25,000	0	0.00%
Total Miscellaneous Revenue	\$ 190,250	\$ 104,984	55.18%	\$ 264,964	\$ 97,825	36.92%
<u>Transfers</u>						
381 01 Transfer from General Fund	\$ 0	\$0	0.00%	\$ 0	\$0	0.00%
382 50 Transfer from Solid Waste	0	0	0.00%	0	0	0.00%
Total Transfers	\$0	\$0	0.00%	\$0	\$0	0.00%
Total Revenues	\$ 1,356,750	\$ 742,582	54.73%	\$ 1,419,964	\$ 798,811	56.26%
Appropriated Retained Earnings	0	0	0.00%	0	0	0.00%
TOTAL RESOURCES	\$ 1,356,750	\$ 742,582	54.73%	\$ 1,419,964	\$ 798,811	56.26%

Fund Title:	Golf Course Fund	Department:	Golf Course
Fund/Division Number:	405-4500-572	Division:	

	2018/19 Adopted	2018/19 Actual	Yr. Lapse 50%	2019/20 Adopted	2019/20 Actual	Yr. Lapse 50%
Total Personnel Services	\$ 213,946	\$ 98,792	46.18%	\$ 219,723	\$ 115,085	52.38%
Total Operating Expense	1,244,892	699,005	56.15%	1,298,947	716,613	55.17%
Total Capital Outlay	0	0	0.00%	4,000	8,500	212.50%
Total Non-Operating Expense	32,641	0	0.00%	32,641	0	0.00%
TOTAL APPROPRIATIONS	\$ 1,491,479	\$ 797,797	53.49%	\$ 1,555,311	\$ 840,198	54.02%

CITY OF FORT PIERCE
SUNRISE THEATRE (406)
OPERATING STATEMENT
MARCH 31, 2020

2ND QUARTER-MARCH '19 to 2ND QUARTER-MARCH '20 COMPARISON

	2ND QUARTER 3/31/2019	2ND QUARTER 3/31/2020
OPERATING INCOME		
CHARGES FOR SERVICES	\$ 1,856,836	\$ 1,775,075
MISCELLANEOUS	110,244	66,279
GRANTS	0	10,546
TOTAL OPERATING INCOME	\$ 1,967,081	\$ 1,851,899
OPERATING EXPENSES		
PERSONAL SERVICES	\$ 203,491	\$ 208,786
ADMINISTRATIVE CHARGES	56,992	61,220
CONTRACTUAL FEES	179,540	267,208
UTILITIES	59,435	56,878
COST OF EVENTS	1,049,775	787,901
ADVERTISING	204,605	192,291
DEPRECIATION	273,099	273,243
OTHER OPERATING EXPENSES	306,740	396,795
TOTAL OPERATING EXPENSES	\$ 2,333,678	\$ 2,244,323
NET OPERATING INCOME (LOSS)	(\$366,597)	(\$392,424)
NON-OPERATING REVENUES		
INTEREST ON INVESTMENTS	\$ 2,841	\$ 166
TRANSFER FROM OTHER FUNDS	450,000	450,000
TOTAL NON-OPERATING REVENUES	\$ 452,841	\$ 450,166
NON-OPERATING EXPENSES		
DEBT SERVICE	\$ 0	\$ 0
OTHER NON-OPERATING EXPENSES	0	0
TRANSFER-OUT	0	0
TOTAL NON-OPERATING EXPENSES	\$ 0	\$ 0
NET NON-OPERATING INCOME (LOSS)	\$ 452,841	\$ 450,166
NET INCOME (LOSS)	\$ 86,245	\$ 57,742

Fund Title:	Sunrise Theatre Fund	Department:	Sunrise Theatre
Fund/Division Number:	406 0000	Division:	

	2018/19 Adopted	2018/19 Actual	Yr. Lapse 50%	2019/20 Adopted	2019/20 Actual	Yr. Lapse 50%
<u>Charges for Services</u>						
347 56 10 Ticket Sales	\$ 2,000,000	\$ 1,314,428	65.72%	\$ 1,750,000	\$ 1,271,752	72.67%
347 56 11 Ticket Sales - Rentals	200,000	416,377	208.19%	525,000	362,942	69.13%
347 56 15 Ticket Handling Fees	110,000	80,270	72.97%	115,000	95,881	83.37%
347 56 50 Sponsorship Fees	15,000	25,995	173.30%	30,000	28,408	94.69%
347 56 80 Memberships	130,000	15,000	11.54%	130,000	11,825	9.10%
347 56 90 Donations & Pledges	15,000	4,768	31.79%	15,000	4,267	28.45%
Total Charges for Services	\$ 2,470,000	\$ 1,856,837	75.18%	\$ 2,565,000	\$ 1,775,075	69.20%
<u>Grants</u>						
347 70 10 DCF/State Grant	\$ 0	\$ 0	0.00%	\$ 42,000	\$ 10,546	25.11%
Total Grants	\$ 0	\$ 0	0.00%	\$ 42,000	\$ 10,546	25.11%
<u>Miscellaneous Revenue</u>						
361 10 00 Interest Earning	\$ 600	\$ 2,841	473.58%	\$ 600	\$ 166	27.71%
362 14 00 Rents and Royalties	50,000	1,200	2.40%	50,000	4,875	9.75%
369 31 00 Reimb. of Expenditures	100,000	1,606	1.61%	116,400	414	0.36%
369 70 00 Events	25,000	2,250	9.00%	25,000	0	0.00%
369 89 00 Packaged Sales	140,000	102,085	72.92%	148,900	55,328	37.16%
369 90 00 Miscellaneous Revenues	3,000	175	5.84%	3,000	135	4.51%
369 95 00 Commission/Tips/Merch.	5,000	2,928	58.56%	5,000	5,527	110.54%
369 96 00 Late Payment Charges	0	0	0.00%	0	0	0.00%
369 97 00 Capital Improvement Fee	0	0	0.00%	0	0	0.00%
Total Miscellaneous Revenues	\$ 323,600	\$ 113,086	34.95%	\$ 348,900	\$ 66,445	19.04%
<u>Other Resources</u>						
381 01 00 Transfer from General	\$ 0	\$ 0	0.00%	\$ 0	\$ 0	0.00%
381 89 00 Transfer from Restricted Fund	0	0	0.00%	0	0	0.00%
381 91 00 Transfer from FPRA	450,000	450,000	100.00%	450,000	450,000	100.00%
Total Other Resources	\$ 450,000	\$ 450,000	100.00%	\$ 450,000	\$ 450,000	100.00%
Appropriated Retained Earnings	0	0	0.00%	(90,800)	0	0.00%
TOTAL RESOURCES	\$ 3,243,600	\$ 2,419,923	74.61%	\$ 3,315,100	\$ 2,302,065	69.44%

Fund Title:	Sunrise Theatre Fund	Department:	Sunrise Theatre
Fund/Division Number:	406-4600-575	Division:	

	2018/19 Adopted	2018/19 Actual	Yr. Lapse 50%	2019/20 Adopted	2019/20 Actual	Yr. Lapse 50%
Total Personnel Services	\$ 531,025	\$ 203,491	38.32%	\$ 621,676	\$ 208,786	33.58%
Total Operating Expense	3,247,575	2,130,187	65.59%	\$ 3,239,623	2,035,537	62.83%
Total Capital Outlay	0	1,877	0.00%	0	0	0.00%
Total Transfers	0	0	0.00%	0	0	0.00%
TOTAL APPROPRIATIONS	\$ 3,778,600	\$ 2,335,554	61.81%	\$ 3,861,299	\$ 2,244,323	58.12%

**CITY OF FORT PIERCE
BUILDING & CODE (420)
OPERATING STATEMENT**

MARCH 31, 2020

2ND QUARTER-MARCH '19 to 2ND QUARTER-MARCH '20 COMPARISON

	2ND QUARTER 3/31/2019	2ND QUARTER 3/31/2020
OPERATING INCOME		
LICENSE and PERMIT	\$ 985,105	\$ 1,302,876
CHARGES FOR SERVICES	17,045	24,227
FINES AND FORFEITURES	0	5,751
MISCELLANEOUS	30,837	39,422
TOTAL OPERATING INCOME	<u>\$ 1,032,988</u>	<u>\$ 1,372,276</u>
OPERATING EXPENSES		
PERSONAL SERVICES	\$ 550,871	\$ 672,157
ADMINISTRATIVE CHARGES	64,310	66,952
CONTRACTUAL FEES	21,605	98,525
DEPRECIATION	31,243	34,394
OTHER OPERATING EXPENSES	116,173	118,462
TOTAL OPERATING EXPENSES	<u>\$ 784,202</u>	<u>\$ 990,490</u>
NET OPERATING INCOME (LOSS)	\$ 248,786	\$ 381,786
NON-OPERATING REVENUES		
INTEREST ON INVESTMENTS	\$ 8,040	\$ 12,279
TRANSFER FROM OTHER FUNDS	156	0
OTHER NON-OPERATING REVENUES	0	0
TOTAL NON-OPERATING REVENUES	<u>\$ 8,196</u>	<u>\$ 12,279</u>
NON-OPERATING EXPENSES		
DEBT SERVICE	\$ 0	\$ 0
OTHER NON-OPERATING EXPENSES	0	0
TRANSFER-OUT	0	5,394
TOTAL NON-OPERATING EXPENSES	<u>\$ 0</u>	<u>\$ 5,394</u>
NET NON-OPERATING INCOME (LOSS)	\$ 8,196	\$ 6,885
NET INCOME (LOSS)	<u><u>\$ 256,982</u></u>	<u><u>\$ 388,671</u></u>

Fund Title:	Building & Code	Department:	Building Inspection
Fund/Division Number:	420-2902-524	Division:	

	2018/19 Adopted	2018/19 Actual	Yr. Lapse 50%	2019/20 Adopted	2019/20 Actual	Yr. Lapse 50%
<u>Licenses and Permits</u>						
322 10 Permits-Building Dept.	\$ 805,000	\$ 563,351	69.98%	\$ 1,750,000	\$ 698,744	39.93%
322 20 Inspections	15,000	8,008	53.39%	17,500	9,725	55.57%
322 90 Other Permit Fees	539,972	397,311	73.58%	750,000	577,378	76.98%
329 40 Contractor's License	55,000	16,436	29.88%	55,000	17,030	30.96%
Total Licenses and Permits	\$ 1,414,972	\$ 985,105	69.62%	\$ 2,572,500	\$ 1,302,876	50.65%
<u>Charge for Services</u>						
341 40 Cert., Copying, Rcd. Search	\$ 2,000	\$ 133	6.65%	\$ 2,000	(\$47)	-2.34%
341 60 Administration Fees	0	0	0.00%	0	0	0.00%
341 61 Demo & Flood Plain Mgmt	0	2,063	0.00%	25,000	0	0.00%
341 94 Credit Card Process Fees	20,000	14,849	74.25%	25,000	24,273	97.09%
Total Charges for Service	\$ 22,000	\$ 17,045	77.48%	\$ 52,000	\$ 24,227	46.59%
<u>Fines & Forfeits</u>						
354 60 Unlicensed Contracting	\$ 18,000	\$ 0	0.00%	\$ 15,000	\$ 500	3.33%
354 70 Violation of Local Ordinance	0	0	0.00%	20,000	5,251	26.25%
Total Fines & Forfeits	\$ 18,000	\$ 0	0.00%	\$ 35,000	\$ 5,751	16.43%
<u>Miscellaneous Revenue</u>						
361 10 Interest on Investments	\$ 0	\$ 8,196	0.00%	\$ 12,500	\$ 12,279	98.23%
369 57 St. Lucie County	0	0	0.00%	10,000	24,487	244.87%
369 00 Miscellaneous Revenues	21,000	30,837	146.84%	25,000	14,935	59.74%
Total Miscellaneous Revenues	\$ 21,000	\$ 39,033	185.87%	\$ 47,500	\$ 51,702	108.85%
Appropriated Retained Earnings	222,170	\$ 0	0.00%	(79,694)	\$ 0	0.00%
TOTAL RESOURCES	\$ 1,698,142	\$ 1,041,184	61.31%	\$ 2,627,306	\$ 1,384,555	52.70%

Fund Title:	Building & Code	Department:	Building Inspection
Fund/Division Number:	420-2902-524	Division:	

	2018/19 Adopted	2018/19 Actual	Yr. Lapse 50%	2019/20 Adopted	2019/20 Actual	Yr. Lapse 50%
Total Personnel Services	\$ 1,255,855	\$ 550,871	43.86%	\$ 1,204,562	\$ 672,157	55.80%
Total Operating Expense	365,372	233,331	63.86%	554,350	318,333	57.42%
Total Capital Outlay	72,500	59,676	82.31%	925,000	143,045	15.46%
Total Non-Operating	5,387	0	0.00%	\$ 5,394	5,394	100.00%
TOTAL APPROPRIATIONS	\$ 1,699,114	\$ 843,878	49.67%	\$ 2,689,306	\$ 1,138,929	42.35%

**FORT PIERCE REDEVELOPMENT FUND
OPERATING FUND
2ND QUARTER REPORT
March 31, 2020**

CASH AND INVESTMENT REPORT

October 1, Estimated Beg. Available Resources	815,160
Revenues	<u>7,430,731</u>
Available Resources	8,245,891
Expenditures	<u>5,887,331</u>
Current Available Resources	2,358,560

FPRA Operating Resources and Uses	Budget	Budget Adjust.	Revised Budget	Expended	Balance
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Current Resources Available for Operating					2,358,560
Plus Unrealized Revenue:					
303 Leases					<u>71,727</u>
Total Unrealized Revenue					71,727
Estimated Resources Available For Operating					2,430,286
Less Outstanding Expenditures:					
501 Personnel Services	0	0	0	0	0
502 Operating Expenditures	501,338	0	501,338	253,591	247,747
503 Capital Outlay	0	0	0	0	0
504 Total Grants-Private Organ.	370,000	0	370,000	44	369,956
505 Transfers	5,583,696	0	5,583,696	5,183,696	400,000
506 Sunrise Theatre	<u>450,000</u>	<u>0</u>	<u>450,000</u>	<u>450,000</u>	<u>0</u>
Categories Balances	<u>6,905,034</u>	<u>0</u>	<u>6,905,034</u>	<u>5,887,331</u>	1,017,703
Projected Resources Over (Short)					<u><u>1,412,583</u></u>

FORT PIERCE REDEVELOPMENT FUND OPERATING FUND 2nd Quarter Report March 31, 2020
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TRANSFERS FROM GENERAL

Fiscal Year:

2011	1,319,504
2012	1,129,036
2013	1,410,793
2014	1,689,274
2015	1,470,701
2016	1,676,422
2017	737,543
2018	<u>274,994</u>

Total Transfers	9,708,267
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Plus

Additions:

Land Purchase for Beach Parking	<u>820,000</u>
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Less:

Reductions:

Seaway Drive Roundabout (Days Inn Sight)	(1,488,000.00)
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Transfer to General	<u>(600,000.00)</u>
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Total Reductions	(2,088,000.00)
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Total Due General Fund	<u>8,440,267</u>
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**City of Fort Pierce
Financial Position/Resources and Uses
March 31, 2020
2nd Quarter Fiscal 2020**

	001 General	401 Marina	402 Solid Waste	405 Golf Course	406 Sunrise Theatre	420 Building Code
Estimated Avail. Resources Sept. 30, 2019	8,740,349	2,656,364	1,373,971	(667,334)	(1,168,570)	2,059,389
Less:						
10% Budget Reserve	(4,242,997)					
2020 Budget Appropriation	(462,950)	(845,579)	534,132	0	90,800	154,694
10/01/2019 Unrestricted Resources	4,034,402	1,810,785	1,908,103	(667,334)	(1,077,770)	2,214,083
2nd Quarter Revenues	26,670,154	1,380,993	3,859,570	798,811	2,302,065	1,384,555
2020 Budget Appropriation	462,950	845,579	0	0	0	0
2021 Budget Appropriation	(600,000)	0	0	0	0	0
10/01/19 thru 3/31/20 Resources	26,533,104	2,226,572	3,859,570	798,811	2,302,065	1,384,555
2nd Quarter Expenses	25,750,872	2,937,531	4,084,449	840,198	2,244,323	1,138,929
Less Accum. Depreciation	0	(563,047)	(254,466)	(70,246)	(273,243)	(34,394)
Total Uses	25,750,872	2,374,483	3,829,983	769,952	1,971,080	1,104,536
FY 2020 Net Resources	782,231	(147,911)	29,588	28,859	330,985	280,019
Total Resources Available	4,816,633	1,662,874	1,937,690	(638,476)	(746,784)	2,494,103

City of Fort Pierce
Urban Redevelopment
Financial Position/Resources and Uses
March 31, 2020
2nd Quarter Fiscal 2020

	104 CRA	103 CDBG	105 SHIP	106 Grant HHR	100 Restrict Rev Fund	102 Law Enforce Trust
Estimated Avail. Resource Sept. 30, 2019	815,161	779,489	339,382	321,468	7,064,219	99,245
Less: Reserve Budget Appropriation						
10/01/2019 Restricted (***) and Unrestricted Resources	815,161	779,489	339,382	321,468	7,064,219	99,245
2nd Quarter Revenues	7,430,731	56,656	63,306	40,644	1,824,215	518
10/01/19 thru 3/31/20 Resources	7,430,731	56,656	63,306	40,644	1,824,215	518
2nd Quarter Expenses	5,887,331	283,383	163	0	1,014,046	0
Total Uses	5,887,331	283,383	163	0	1,014,046	0
FY 2020 Net Resources	1,543,400	(226,727)	63,143	40,644	810,168	518
Total Resources Available	2,358,561	552,762	402,525	362,112	7,874,387	99,763

City Commission Regular Meeting

11. a.

Meeting Date: 05/04/2020

Re: Memorandum Of Understanding For The Manatee Observation and Education Center

Submitted For: Mike Reals, Public Works Manager, Public Works

SUBJECT:

Approve memorandum of understanding for the Manatee Observation and Education Center to allow the FPUA to continue operating the Manatee Observation and Education Center for a term of twenty-five (25) years, after which the term shall automatically renew for successive five (5) year terms.

SUMMARY:

The original 1995 MOEC agreement and the 1996 MOEC MOU are both set to expire on June 21, 2020. The 2020 MOU will allow the FPUA to continue operating the Manatee Observation and Education Center for a term of twenty-five (25) years, after which the term shall automatically renew for successive five (5) year terms.

RECOMMENDATION:

Approve MOU.

ALTERNATIVES:

Staff will proceed as directed by the Commission.

RESPONSIBLE STAFF:

Public Works Department

COORDINATED WITH:

COFP Legal,
COFP Engineer,
FPUA

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

MOEC MOU

Form Review

Inbox
City Manager

Reviewed By
Nick Mimms

Date
04/14/2020 11:42 AM

Form Started By: Mike Reals
Final Approval Date: 04/14/2020

Started On: 04/09/2020 08:36 AM

**2020 MEMORANDUM OF UNDERSTANDING
FOR THE
MANATEE OBSERVATION AND EDUCATION CENTER**

This MEMORANDUM OF UNDERSTANDING (the 2020 MOEC MOU) is entered into on this ___ day of _____, 2020 (the Effective Date), by and between the **City of Fort Pierce**, a Florida Municipal Corporation (the City), and **Fort Pierce Utilities Authority**, a municipal authority created by the Charter of the City of Fort Pierce (FPUA).

WHEREAS, pursuant to an agreement between the City, FPUA, and Main Street Fort Pierce, Inc., a Florida Corporation (Main Street), dated June 22, 1995 (the 1995 MOEC Agreement), and with funding received through a Florida Inland Navigation District (FIND) Grant and fundraising by Main Street, the Manatee Observation and Educational Center (MOEC) was constructed on a parcel of City property immediately north and adjacent to Moore's Creek, as more fully described in the legal description included in Exhibit A hereto and incorporated here by reference; and

WHEREAS, pursuant to the 1995 MOEC Agreement, following its construction FPUA agreed to operate and maintain MOEC for a period a twenty-five (25) years; and

WHEREAS, pursuant to a subsequent 1996 Memorandum of Understanding Regarding [the] Manatee Observation and Education Center between the same parties, dated December 17, 1996 (the 1996 MOEC MOU), FPUA assumed management of MOEC and continued to be responsible for all costs associated with its operation and maintenance; and

WHEREAS, for the past 25 years FPUA has operated MOEC as a not-for-profit business, and paid all of the costs and expenses associated with its operation and maintenance; and

WHEREAS, by its terms the 1995 MOEC Agreement will expire on June 21, 2020, and along with it FPUA's obligations to manage, operate and maintain MOEC under the 1996 MOEC MOU will also expire on that date; and

WHEREAS, the parties hereto desire that FPUA continue to manage, operate and maintain MOEC in its current form and location going forward; and

WHEREAS, the parties recognize that the 1995 MOEC Agreement and 1996 Memorandum of Understanding does not obligate FPUA to make capital expenditures or capital improvements to the MOEC Premises, and upon execution of this agreement FPUA agrees to replace the existing roof of the MOEC building and will make other capital expenditures and capital improvements as described herein.

NOW THEREFORE, the parties have entered into this 2020 MOEC MOU, which upon its execution shall replace the 1995 MOEC Agreement and the 1996 MOEC MOU in their entirety.

Article I

1.1 MOEC Operations. FPUA shall continue to manage and operate MOEC as a not-for-profit business and independent division of FPUA, and shall be responsible for the costs associated with its operations and maintenance, except as expressly provided herein. FPUA shall maintain separate accounts in its consolidated cash account(s) for the use and benefit of MOEC to receive any funds raised by, contributed to or in any way collected by or for MOEC. The funds in such accounts shall be used to pay the expenses associated with the operations and maintenance of MOEC, and at FPUA's discretion any remaining funds in such accounts may be used for future enhancements to assist MOEC in achieving its objectives.

1.2 MOEC Premises. Beginning on the effective date, and subject to the terms and conditions of this 2020 MOEC MOU, FPUA agrees to continue to operate and maintain the property located at 480 N. Indian River Drive, Fort Pierce, Florida, 34950, as more completely described in Exhibit A, and consisting of a building and approximately 0.301 acres of land, including without limitation all other buildings, structures, and improvements located on the property (collectively the MOEC Premises). FPUA shall continue to maintain all historical and current building plans for the duration of this 2020 MOEC MOU. Upon the expiration or early termination of this 2020 MOEC MOU, FPUA shall provide the City with all such building plans in its possession.

Article II

2.1 Term and Termination. The initial term of this 2020 MOEC MOU shall commence on the Effective Date and continue for a period of twenty-five (25) years, after which the term shall automatically renew for successive five (5) year terms (each a renewal term). Except for termination under Section 5.2 hereof, FPUA or the City may terminate this MOU by giving the other party at least five (5) years advance written notice of its intent to terminate, provided that if less than five years remain on the then current term, the term shall be extended so that the period following the notice of termination is a full 5 years.

2.2 Surrender of the Premises. Upon the expiration or early termination of this 2020 MOEC MOU, FPUA shall surrender the MOEC Premises in good working condition and in compliance with FPUA's maintenance and repair obligations set forth herein, normal wear and tear excepted. FPUA shall remove its equipment, trade fixtures, appliances, apparatus, and equipment before the final day of occupancy. The City shall retain ownership of any fixtures, improvements, and alterations that are permanently installed or affixed to the building and grounds.

Article III

3.1 Repairs and Maintenance. FPUA shall, at its sole cost and expense be responsible for all costs required to operate and maintain MOEC, including the ordinary costs of maintaining the MOEC Premises in good working condition and repair (including necessary repairs and replacements), subject to reasonable wear and tear. Without limiting the foregoing, FPUA shall be responsible for maintaining the interior of the building, janitorial services, pest control, and the building's mechanical, electrical, and plumbing systems. FPUA shall also be responsible for maintenance and repair of the roof, exterior walls, exterior doors and windows. As noted in

Section 1.2 above the MOEC Premises includes without limitation the buildings, structures, and improvements located on the property, which for the avoidance of doubt includes the existing observation tower, which shall be maintained by FPUA. The City shall be responsible for maintenance and repair of the outdoor areas of the property, including the grounds, landscaping, walkways, railings, adjacent parking areas, seawall, and any flood control or drainage systems.

3.2 Capital Expenses and Capital Improvements.

The City and FPUA recognize that under the 1995 and 1996 agreements FPUA agreed to manage, operate and maintain MOEC, but FPUA is not obligated or required to make capital expenditures or capital improvements to the MOEC Premises, building or structures. Over the years, FPUA has managed, operated and maintained MOEC as required, and made several capital expenditures and capital improvements for the betterment of MOEC and the City.

(A) The City at its sole cost and expense is responsible for any capital expenditures or capital improvements to the MOEC building roof, exterior walls, exterior doors and windows, and the outdoor areas of the property, including without limitation, the grounds, landscaping, walkways, railings, adjacent parking areas, seawall, and any flood control or drainage systems. The City shall also be responsible for any capital improvements required by the City, or any State, County or Federal government, to continue the current occupancy and use of the MOEC Premises, including without limitation improvements, changes or modifications to the building's interior or exterior, roof, walls, windows or doors, or to the grounds, landscaping, walkways, railings, adjacent parking areas, seawall, and any flood control or drainage systems. If the City fails to make any such necessary capital expenditures or capital improvements within a reasonable period of time, FPUA may, after providing the City with thirty (30) days written notice, undertake and complete such expenditures or improvements, for which FPUA shall be reimbursed by the City. If FPUA does not receive reimbursement from the City within thirty (30) days of its written demand for reimbursement, FPUA shall be entitled to interest at the rate of one percent (1%) per month until paid, and may withhold any amount(s) that remain due under this 2020 MOEC MOU from any future payments that may be due or payable to the City from FPUA.

(B) FPUA may in its sole discretion, and at its sole cost and expense, make any improvements to the MOEC Premises and adjacent grounds that FPUA determines may be necessary, appropriate or beneficial for the continued operations and management of MOEC, including without limitation, remodeling the interior, or an expansion of or addition to the exterior of the building, replacement of the roof, windows, doors, and the areas adjacent to the building (collectively the FPUA Improvements). Upon execution of this MOU, FPUA agrees to replace the roof of the MOEC building, observation tower and covered walkway during fiscal year 2020 or 2021 at its sole cost and expense, and will make other capital expenditures and capital improvements as described herein. The forgoing notwithstanding, any FPUA Improvements shall be subject to all applicable city ordinances, site plan(s) and building permit requirements, and FPUA will pay all applicable fees. The City agrees to fully cooperate with FPUA to carry out any such FPUA Improvements, including issuing or providing the required authorization(s), permits or approvals as may be required. FPUA may use an architect, engineering firm and construction contractor(s) of its choosing for the FPUA Improvements. Upon completion of the FPUA

Improvements the City shall continue to be the owner of the completed improvements for all intents and purposes, including the payment of any taxes or assessments.

Article IV

4.1 Liability for Damages. Except as limited by the provisions of Section 768.28, Florida Statutes: (1) FPUA assumes all responsibility and liability for any and all damage or injury of any kind or nature whatsoever to all persons, whether FPUA employees or otherwise, and all damage to personal property, arising out of or resulting from FPUA's management, operations and maintenance of MOEC; and (2) FPUA assumes all responsibility and liability for property damage (other than property damage covered by insurance secured by the City) arising out of or occurring in connection with its management, operations and maintenance of MOEC; except that FPUA shall not be held liable for the loss of life, injury or damage to persons or property due to the sole negligence of the City, its agents, officers or employees.

4.2. Indemnification.

(A) FPUA agrees to indemnify and hold harmless the City and its officers, agents and employees, from any liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of FPUA and persons employed by or used by FPUA in the management, operations and maintenance of MOEC. Provided, however, that regardless of whether any such obligations are based on a tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of FPUA under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law to recover damages in tort and were subject to Section 768.28, Florida Statutes, as that section existed at the inception of this Contract.

(B) The City agrees to indemnify and hold harmless FPUA and its officers, agents and employees, from any liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the City and persons employed by or used by the City. Provided, however, that regardless of whether any such obligations are based on a tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of the City under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law to recover damages in tort and were subject to Section 768.28, Florida Statutes, as that section existed at the inception of this Contract.

Article V

5.1 Insurance Requirements.

(A) FPUA shall procure and maintain, during the term of this agreement, workers compensation, general liability and personal property insurance coverage for MOEC operations with the same coverages and amounts as FPUA maintains for facilities owned and operated by FPUA. The general liability policy shall be endorsed to name the City as an additional insured.

(B) The City shall procure and maintain, during the term of this agreement, general liability and property damage insurance coverage on the MOEC Premises with the same coverages and amounts as the City maintains for facilities owned by the City. The policy shall be endorsed to name FPUA as an additional insured.

(C) FPUA and the City will each provide the other with a Certificate of Insurance or other evidence of insurance providing for forty-five (45) day notice for any change, cancellation or non-renewal.

5.2 Damage or Destruction of the Premises.

(A) If the MOEC Premises is damaged or destroyed by a hurricane, fire, windstorm, or any other natural disaster or emergency event, FPUA shall be entitled to proceed with rebuilding or repairing the MOEC Premises to substantially the same form and condition in which it existed prior to the damage or destruction. However, FPUA shall have the right, at its sole option, to terminate this 2020 MOEC MOU in the event the MOEC Premises are damaged or destroyed and FPUA will be unable to occupy the building or operate MOEC at the location for ninety (90) days or more, and FPUA shall have no further obligation to occupy, maintain, rebuild or restore the MOEC Premises.

(B) In the event FPUA elects to proceed with rebuilding or repairing the MOEC Premises, all insurance proceeds attributable to the MOEC Premises, whether paid to FPUA or the City as a result of any damage or destruction shall be paid to FPUA for the purpose of rebuilding or repairing the MOEC Premises. In addition, the City shall pay FPUA an amount to offset any deductible under the City's insurance policy(s). If FPUA elects not to proceed with rebuilding or repairing the MOEC Premises, all insurance proceeds under a policy carried by the City attributable to the MOEC Premises shall be paid to the City, and any insurance proceeds under a policy carried by FPUA to cover FPUA's equipment or property shall be paid to FPUA.

Article VI – Miscellaneous Provisions

6.1 Integration. This 2020 MOEC MOU executed by the parties represents the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior understandings and agreements between the parties, whether oral or written, relating to MOEC.

6.2 Governing Law and Venue. This agreement shall be governed and enforced under the laws of the state of Florida, and venue for any action shall be in the State or Federal courts in St. Lucie County.

6.3 Compliance with Laws. The parties shall comply with all federal, state and local laws, ordinances and regulations applicable to the operation of MOEC and the performance of their obligations hereunder.

6.4 No Assignment or Subletting. Neither party may assign any of its rights, obligations or interests in the MOEC Premises to any third-party without the express written consent of the other party. No assignment or sublet of the MOEC Premises by FPUA shall be valid, or relieve FPUA of its obligations or liabilities hereunder without the express written consent of the City.

6.5 Severability. If any provision of this agreement is determined to be invalid or unenforceable by court of competent jurisdiction, the remaining provisions shall remain and shall be given the full force and effect as intended by the parties, and the invalid or unenforceable provision shall, to the extent possible, be reformed or interpreted to the extent possible to give effect to the intent of the parties, consistent with applicable law.

6.6 No Third-Party Rights. Nothing in this agreement is intended to create, nor shall it be construed to give any rights or benefits to anyone other than the City and FPUA.

6.7 Notices. Any notices hereunder shall be in writing, sent by U.S. mail or other common carrier, with delivery confirmation, to the address set forth below, or such other address as such party may designate by written notice given to the other party in advance. Notices shall be deemed delivered upon the date actually received by the party as shown on the delivery confirmation.

To City: City of Fort Pierce
Attn: City Attorney
P.O. Box 1480
Fort Pierce, FL 34954

To FPUA: Fort Pierce Utilities Authority
Director of Utilities
P.O. Box 3191
Fort Pierce, FL 34948

6.8 Chapter 119, Florida Statutes.

IF EITHER PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE ADDRESS IN THE NOTICE SECTION OF THE AGREEMENT.

To the extent Florida Public Records Law, Chapter 119, Florida Statutes, applies to this agreement each party shall 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 the party in conjunction with this agreement. Specifically, each party shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the party in order to perform the service.
2. Provide the public with access to public records on the same terms and conditions that the a public entity would provide the records and at a cost that does not exceed the cost provided in state law or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
4. Meet all requirements for retaining public records and transfer, at no cost, to the other parties for all public records in possession of the party upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically provided to the other parties in a format that is compatible with the information technology systems of the other parties.

6.9 Counterparts; Electronic Signatures. This agreement may be executed in multiple counterparts, which taken together shall constitute one and the same instrument, and shall be effective as an original. Signatures by facsimile, email or portable document format (PDF) shall be binding and effective as an original signature.

IN WITNESS WHEREOF, the parties have caused the execution of this Memorandum of Understanding by their duly-authorized officials.

ATTEST:

CITY OF FORT PIERCE

City Clerk

(Seal)

By: _____
[Title]

Approved as to Form and Correctness:

City Attorney

ATTEST:

FORT PIERCE UTILITIES AUTHORITY

Secretary

(Seal)

By: _____
Chairman

Approved as to Form and Correctness:

FPUA Attorney

**EXHIBIT A
PROPERTY DESCRIPTION**

A parcel of land lying in Section 10, Township 35 S, Range 40 E and also being a portion of Indian River Memorial Park as recorded in Plan Book 10, Page 36 of the Public Records of St. Lucie County, Florida; said parcel being more particularly described as follows:

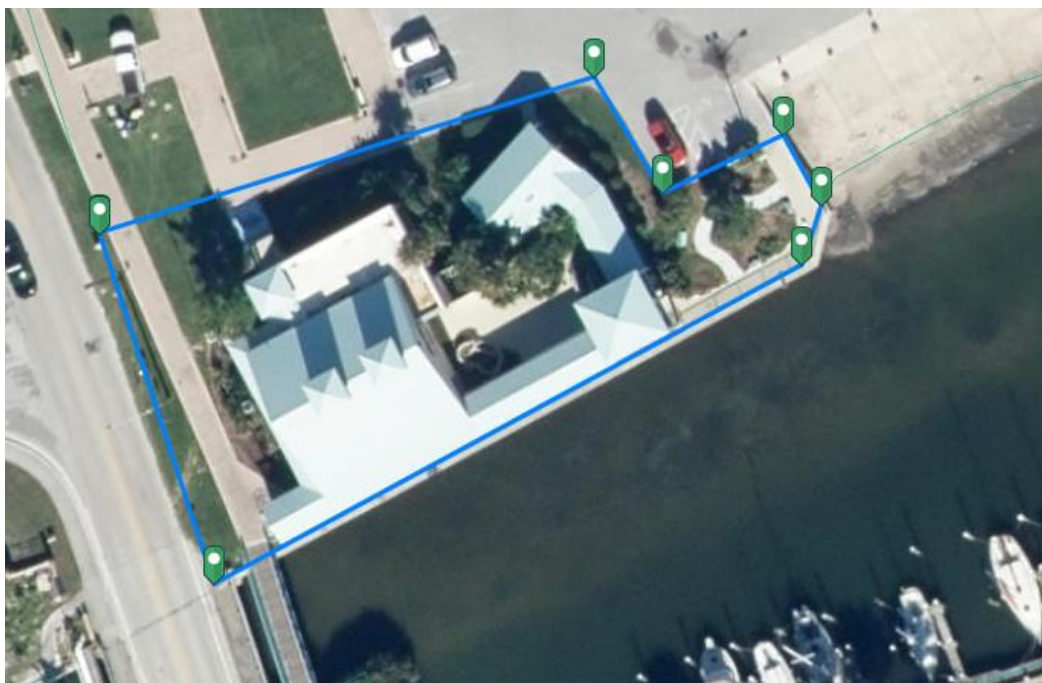
Commence at a 3"x3" concrete monument marking the southeast corner of Tract "X" as shown on the plat of Indian River Memorial Park, thence N 71°34'30" E, a distance of 80.00 feet to a point on the east right-of-way line of Indian River Drive (80.00' R/W), thence N 18°25'30" W along said east right-of-way line a distance of 6.20 feet to the Point of Beginning; thence N 71°42'46" E, a distance of 132.67 feet; thence S 28°14'03" E, a distance of 81.74 feet to a point on the south face of an existing seawall on the north side of Moore's Creek; thence S 61°45'57" W along the south face of said existing seawall, a distance of 148.77 feet to a point on the east right-of-way line of Indian River Drive; thence N 18°25'30" W along said east right-of-way line, a distance of 106.21 feet to the Point of Beginning.

Said Parcel containing 13,126 square feet and being 0.301 of an acre.

Together with: the West 190.00 feet of the south 35 feet of the certain parcel of land as described as parcel control number 2403-801-0026-000-0 per St. Lucie County, Florida Property Appraiser.

Bearing Base: the west right-of-way line of Indian River Drive bears N 18°25'30" W between a 3"x3" concrete monument marking the southeast corner of Tract "X" and a found ½" iron pipe marking the southeast corner of Tract "M" of Indian River Memorial Park.

Map of MOEC Premises:



City Commission Regular Meeting

11. b.

Meeting Date: 05/04/2020

Re: Grace Way Village

SUBJECT:

Approve letter of support for GraceWay Village recognizing their efforts in response to COVID-19 and long term community support.

Attachments

Letter of Support

Form Review

Form Started By: Linda Cox
Final Approval Date: 04/27/2020

Started On: 04/27/2020 09:42 AM



THE SUNRISE CITY
FORT PIERCE
OFFICE OF THE MAYOR
AND CITY COMMISSION
Florida

May 4, 2020

To Whom it May Concern:

On behalf of the City of Fort Pierce, we wish to commend and endorse the humanitarian efforts of GraceWay Village.

Since 2009, Fort Pierce-based GraceWay Village has been an essential leader in our community's commitment to serve residents living below the poverty line. GraceWay Village's mission of compassion is made evident through its two vitally-essential programs: Matthew's Café, where free meals are provided to all in need, and Hope's Closet, where children and teens can receive needed clothing.

Responding to the COVID-19 crisis, GraceWay Village expanded its food distribution programs by providing 'ready-to-go' meals every evening. It also has aggressively expanded its outreach efforts, especially in neighborhoods where residents have been the most impacted.

GraceWay Village is a respected partner with other area agencies. For example, it is a designated distributor of foods from the Treasure Coast Food Bank, and it has been repeatedly funded by the UnitedWay of St. Lucie County.

We are grateful for the tireless contributions of GraceWay Village that benefit our neighbors who are the most in-need. GraceWay Village helps make ours a community of caring.

Sincerely,

Linda Hudson
Mayor

City Commission Regular Meeting

11. c.

Meeting Date: 05/04/2020

Re: Lease of Solid Waste Refuse Collection Vehicles, Piggyback Florida Sheriff's Association Contract FSA19-VEH17.0

Submitted For: Charles Penachio, Manager, Public Works

SUBJECT:

Approve lease to own purchase of four (4) 2019/2020 Peterbilt refuse collection trucks for the Solid Waste Division in an amount not to exceed \$19,590.24 monthly, \$235,082.88 annually, for a term of five (5) years.

SUMMARY:

The Solid Waste Division is operating with an extremely unreliable and aging fleet. The Public Works Department is seeking to purchase three (3) 2019/2020 Peterbilt 520 Side Load refuse trucks with Heil bodies and one (1) 2019/2020 Peterbilt 520 Front Load collection trucks with a Heil body from Palm Peterbilt piggybacking the Florida Sheriff's Association Contract FSA19-VEH17.0 cooperative purchasing agreement. Palm Peterbilt is the dealer selected by the bid award and KS State Bank is able to provide the lease to own financing for a term of five (5) years. Palm Peterbilt has a facility in Fort Pierce to service warranty claims.

The expense of operating with an aging fleet continues to rise year after year and the frequency of breakdowns increases as well. Because of the age, it is becoming more difficult to source the parts needed for repairs, increasing downtime and adversely affecting the delivery of quality service to the community.

By approving the requested purchase, the majority of the frontline trucks for commercial and residential collection will be new, resulting in a reduced cost to operate and improving the level of service to our customers.

The Purchasing Division has reviewed the procurement process for this item and found all terms and conditions meet the piggyback requirements of the City of Fort Pierce.

RECOMMENDATION:

The Public Works Department recommends approval of the requested purchases.

ALTERNATIVES:

Staff will proceed as directed by the Commission.

RESPONSIBLE STAFF:

Public Works Department

COORDINATED WITH:

Purchasing Department
Finance Department
City Attorney

Fiscal Impact

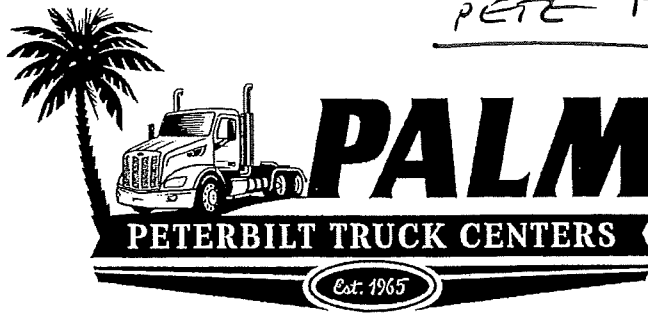
Budgeted Y/N: N
Fiscal Year: 2020
Account: 402-4200-534-64-30
Amount: \$19,590.24
FISCAL IMPACT:
\$Projected savings from parts and labor to cover payment amount.

Attachments

Palm Peterbilt Specs
Lease

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	04/27/2020 11:25 AM
City Manager	Nick Mimms	04/29/2020 09:28 AM
Form Started By: Charles Penachio		Started On: 04/22/2020 02:05 PM
Final Approval Date: 04/29/2020		



PETE FRONT LOADER

W/HEIL

City of Ft. Pierce
52 Savannah Rd.
Fort Pierce, Florida 34954
Att. Chuck Penachino

January 24,2020

One (1) Peterbilt Model 520, Per Florida Sheriffs Association
Bid No: FSA18-VEH18-VEL 26.0 Specification # 16

(1) 2020 Peterbilt Model 520 - Cab & Chassis only Painted White	\$135,685.
FSA19-VEH17.0 Heavy Trucks and Equipment 4.1 PPI increases	5,576.
Options Added:	
1. Front 425 R22.5 G296 WHA	987.
2. Rear Tires 12R22.5 Good Year Endurance RSA	2,276.
3. Shock Absorbers for HMX Suspension	427.
Sub Total	144,951.

One New Heil Half-Pack Front Loader 28 cu. yd. with 12 yd Hopper **132,864.**
 Double Camera System,20 Lb. Fire Extinguisher, all Standard, Features
 12 Month Warranty

Total Price Per Unit \$277,815.

Thank you for the opportunity to quote the Peterbilt product and we are looking forward to your most valued order.

Prepared By:
Rudy Mangino Jr.



Corporate Office
2441 S. State Road 7 (441)
Fort Lauderdale, FL 33317
(954) 584-3200

Fort Pierce
5750 Orange Ave.
Fort Pierce, FL 34947
(772) 489-2300



Fort Myers
5313 St. Rd. 82 / MLK Blvd.
Fort Myers, FL 33905
(239) 337-0188

www.palmtruck.com



West Palm Beach
7206 Belvedere Road
West Palm Beach, FL 33411
(561) 253 0129

Clewiston
111 S. San Benito St.
Clewiston, FL 33440
(863) 301-3700

PETE SIDE LOADER



w/HEIL

City of Ft. Pierce
52 Savannah Rd.
Fort Pierce, Florida 34954
Att. Chuck Penachino

December 16, 2019

One (1) Peterbilt Model 520, Per Florida Sheriffs Association
Bid No: FSA18-VEH18-VEL 26.0 Specification # 16

(1) 2020 Peterbilt Model 520 - Cab & Chassis only Painted White	\$135,685.
FSA19-VEH17.0 Heavy Trucks and Equipment 4.1 PPI Increases	5,576.
Options Added:	
1. PACCAR PX9-350 HP	-6,833.
2. Front 425 R22.5 G296 WHA	987.
3. Rear Tires 12R22.5 Good Year Endurance RSA	2,276.
3. Right Hand Drive	1,333.
4. Shock Absorbers for HMX Suspension	427.
Sub Total	139,451.

One New Heil Dura-Pack Side Loader 28 cu. yd. 134,341.
 Double Camera System, 20 Lb. Fire Extinguisher, all Standard, Features
 12 Month Warranty

Total Price Per Unit \$273,792.

WARRANTY OPTIONS:

Paccar PX-9 Protection Plan 1 & Aftertreatment Coverage 5Year/250, Miles	5,050.
Allison Transmission 3+2 Year Warranty	1,241.

Thank you for the opportunity to quote the Peterbilt product and we are looking forward to your most valued order.

Prepared By:
Rudy Mangino Jr.



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(561) 253 0129

Clewiston
111 S. San Benito St
Clewiston, FL 33440
(863) 301-3700

Charles Penachio

From: Aaron Lindsten <alindsten@ksstate.bank>
Sent: Wednesday, April 08, 2020 4:34 PM
To: Charles Penachio
Cc: Mike Reals; Derrick Johnson; Jacolby Washington; James Gordon; Tysha Williams
Subject: RE: City of Fort Pierce, FL - New Refuse Truck Financing

SECURITY WARNING: This email originated outside of the City of Fort Pierce systems. Please use caution when clicking links or opening attachments. For questions or concerns please contact IT immediately. .

Charles,

I am pleased to notify you that KS StateBank has approved financing for the City of Fort Pierce, FL. Below is a summary of the approved terms.

Legal Name of Obligor:	City of Fort Pierce, Florida
Contract:	3357101
Description of Equipment:	One (1) Peterbilt Front Loader Refuse Truck and Three (3) Peterbilt Side Loader Refuse Trucks
Total Cost of Equipment:	\$1,099,191.00
Down Payment:	\$0.00
Trade In:	\$0.00
Amount to Finance:	\$1,099,191.00
Structure:	60 / M / Arr (60 Payments)
Payment Amounts:	60 @ \$19,590.24
First Payment Due Date:	One Month From Close
Transaction Rate to Obligor:	2.670%
Rate Expiration Date:	05/08/20
Credit Approval Expiration Date:	08/08/20
Escrow/VPA Needed?	N/A
Estimated Delivery / Closing Date:	
Contract Sent To:	Charles Penachio
Email:	cpenachi@cityoffortpierce.com
Additional Terms, Conditions, & Documentation Requirements:	
Legal Changes Requested to the Finance Contract – PENDING	

City Commission Regular Meeting

11. d.

Meeting Date: 05/04/2020

Re: Permission to accept Coronavirus (COVID-19) Relief & Recovery grant award

Submitted For: Robert Ridle, Deputy Chief, Dist. 2, Police Department

SUBJECT:

Approve acceptance of the Coronavirus (COVID-19) Relief & Recovery grant in the amount of \$25,000.

SUMMARY:

The Funding Consortium for St. Lucie County for the COVID-19 grant: The Community Foundation Martin – St. Lucie, Allegheny-Franciscan Ministries, Children’s Services Council of St. Lucie County, Cleveland Clinic – Martin Health, Impact 100 St. Lucie, Libby Family Fund, and United Way of St. Lucie County received 25 applications for funding totaling \$1,958,494. Funders participating in the consortium chose to fund applications that best fit their agency mission. The Allegheny-Franciscan Foundation chose to award a \$25,000 grant to the Fort Pierce Police Department to assist in recovery from COVID-19. The awarded grant does not require a cash or in-kind match.

Effective April 1, 2020, City of Fort Pierce General Fund Departments were directed to reduce their previously approved FY 2020 budgets by 2.5%. This resulted in a \$369,142.00 reduction to the Fort Pierce Police Department budget. Awarded funds will be utilized for previously approved vital contracted needs.

RECOMMENDATION:

Staff recommends acceptance of the Coronavirus (COVID-19) Relief & Recovery grant.

ALTERNATIVES:

Do not accept grant funding for COVID-19 recovery.

RESPONSIBLE STAFF:

Chief Diane Hobleby-Burney, Chief of Police

COORDINATED WITH:

Robert Ridle, Deputy Chief
Anita Cocoves, Grant Coordinator

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2020
Account: 101-0000-334-20-00
Amount: 25,000.00

OTHER INFORMATION:

Grant funding does not require a cash or in-kind match.

Attachments

COVID-19 Contract

Form Review

Inbox	Reviewed By	Date
City Manager	Jennifer Robinson	04/29/2020 08:59 AM
Finance Department	Johnna Morris	04/29/2020 10:08 AM
City Manager	Nick Mimms	04/29/2020 10:26 AM
Form Started By: Anita Cocoves		Started On: 04/10/2020 11:39 AM
Final Approval Date: 04/29/2020		

COVID-19 Grant Response Agreement

PURPOSE OF GRANT AND GENERAL INFORMATION:

A. The grant will be used exclusively for the purposes specified in the Organization's grant application and any related amendment documents and approved in writing by the parties. The Organization will directly administer the program specified.

B. The grant awarded by this grant agreement is made with the understanding that Allegany Franciscan Ministries has no obligation, now or in the future, to provide financial or other support to the Organization.

C. The grant is made, and must be used, in accordance with all applicable laws, regulations and rulings. No goods or services were provided to the Organization by Allegany Franciscan Ministries.

D. In order to receive funds from Allegany Franciscan Ministries, the Organization must have received, and hereby represents and warrants that it has received, a ruling from the Internal Revenue Service confirming that the Organization is exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code. In the event there is any change in the Organization's tax exempt status, the Organization will immediately notify Allegany Franciscan Ministries in writing.

E. The Organization must request approval in writing for any significant changes, additions or deletions to any part of the program goals, objectives, activities, outcomes, timetable or budget submitted by the Organization. Approval, if given, will be indicated in writing by Allegany Franciscan Ministries. The Organization will notify Allegany Franciscan Ministries in writing if there is a change in key personnel essential to the ongoing administration of the Organization or programs funded by the grant. If there is any question as to the significance of a particular change, additional or deletion, the Organization will contact Allegany Franciscan Ministries.

F. In the event that any uncertainty develops as to the Organization's ability to fully implement any aspect of the program covered by the grant, either due to a lack of financial resources or otherwise, the Organization will promptly notify Allegany Franciscan Ministries.

G. The Organization represents and warrants that it is in compliance with, and shall at all times from its date of application through the expiration of the grant period remain in compliance with the regulations of the Office of Foreign Asset Control ("OFAC") of the Department of Treasury and applicable anti-terrorist financing and asset control laws, rules, regulations and executive orders, including, but not limited to, Executive Order No. 13224 and the USA Patriot Act of 2001. Organization shall ensure that grant funds will not be used for any purpose prohibited by such laws, rules, regulations and executive orders. Organization shall notify Allegany Franciscan Ministries immediately in the event of any non-compliance with, or prohibited use under, such laws, regulations, rules and executive orders.

ACCOUNTING

A. All expenditures must adhere to the specific line items in the approved project budget or in subsequent approved amendments. Expenses charged against this grant may not be incurred either

prior to the date of this grant agreement or subsequent to the expiration or termination date of the grant and may be incurred only as necessary to carry out the purposes and activities of the approved program as set forth in this grant agreement and the grant application.

B. All expenditures must align with the expressed purpose of this COVID-19 response, as described in the application. The Organization may use their judgment in determining specific expenses; in pooled funding programs where a decision-making structure has been agreed upon by the funding partners, that structure must be followed.

REQUIRED REPORTS

A. Allegany Franciscan Ministries will make one grant payment within 14 days of receipt of the signed agreement.

B. The Organization will provide a final report to Allegany Franciscan Ministries at the end of the grant period or when all funds have been spent, whichever comes first. The report may be in any format as long as it includes information sufficient to describe the general activities of the project and details about use and disbursement of funds.

COPYRIGHT AND ACKNOWLEDGEMENT

A. Allegany Franciscan Ministries hereby grants all such copyright interests in materials produced as a result of the grant to the Organization. The Organization grants Allegany Franciscan Ministries a nonexclusive, irrevocable, perpetual, and royalty-free license to reproduce, publish, alter or otherwise use any and all such materials, including any and all data collected in connection with the grant in any and all forms the data are fixed.

B. Allegany Franciscan Ministries retains the right to publicize the grant and report on the grant's outcomes, as it deems appropriate. Allegany Franciscan Ministries will consult with the Organization prior to major announcements. In any acknowledgement or recognition of the grant, and in any publication or press releases, the Organization will refer to Allegany Franciscan Ministries as "Allegany Franciscan Ministries". The Organization will provide copies of all printed materials, newspaper articles and other publicity to Allegany Franciscan Ministries.

C. Allegany Franciscan Ministries desires that all resources of the Organization be dedicated to accomplishing its charitable purposes. Accordingly, Allegany Franciscan Ministries requests that the Organization not recognize Allegany Franciscan Ministries, its board members, volunteers or staff with certificates, plaques or similar mementos. Allegany Franciscan Ministries welcomes learning about the funded work through photographs, lessons learned, or stories of success from those the grant has served in the community.

TERMINATION OF GRANT AND REVERSION OF GRANT FUNDS

A. Allegany Franciscan Ministries retains the right to terminate the grant at any time for any reason and without further financial or other obligation of any kind whatsoever, regardless of funding status. While Allegany Franciscan Ministries need not have any specific reason to terminate the grant, the following may be among the considerations taken into account by Allegany Franciscan Ministries: the Organization's continued status as a recognized tax-exempt Organization under section

501(c)(3) of the Internal Revenue Code; any determination made by Allegany Franciscan Ministries in its sole discretion that the Organization has made any misrepresentation or misappropriated grant funds, that the Organization is incapable of carrying out the purposes of the grant or has ceased to be an appropriate Organization to receive the grant,

or that the Organization has failed to comply with any term or condition of the grant; and any determination made by Allegany Franciscan Ministries in its sole discretion as to availability of funds.

B. The Organization acknowledges that Allegany Franciscan Ministries shall retain the right to terminate the grant and cease funding at any time for any reason and the Organization hereby releases, discharges and waives any and all claims that the Organization may have now or in the future against Allegany Franciscan Ministries or its agents, whether related to the grant, funding under this grant agreement, or otherwise.

C. Should termination of the grant occur for any reason the Organization will, within thirty (30) days from the date of termination, provide Allegany Franciscan Ministries with a full accounting of the receipt and disbursement of funds and expenditures incurred under the grant through the effective date of termination.

D. The Organization will immediately repay any funds used for purposes other than those of the grant. Within thirty (30) days after the scheduled termination of the grant period, the Organization will repay to Allegany Franciscan Ministries any unused funds. In the event Allegany Franciscan Ministries terminates the grant prior to completion for any reason, the Organization will promptly repay to Allegany Franciscan Ministries any unused funds or funds used for purposes other than those specified in the proposal.

VI. Catholic Social Teaching

The program funded with the grant will not operate contrary to official Church interpretations of the social and moral teachings of the Roman Catholic Church.

ALLEGHANEY-FRANCISCAN FOUNDATION CONTACTS:

All correspondence, reports and communication regarding this grant agreement and the grant should be directed to:

Tampa Bay:

Cheri Wright-Jones, cwrightjones@afmfl.org, (813) 685-3232

Miami-Dade:

Daniel Gibson, dgibson@afmfl.org, (305) 860-1441

Palm Beach, Martin, St. Lucie:

Upendo Shabazz, ushabazz@afmfl.org, (561) 802-9013

City Commission Regular Meeting

11. e.

Meeting Date: 05/04/2020

Re: Award Contract for Indian Hills Recreation Area Multi-Use Trail Improvement Project, Bid No. 2020-025

Submitted For: John Andrews, City Engineer, Engineering

SUBJECT:

Approve award of Bid No. 2020-025 to Marina & Site Contractors, Inc. for the Indian Hills Recreation Area Multi-Use Trail Improvements in an amount not to exceed \$495,745.50.

SUMMARY:

A request for proposal was accepted by five (5) proposers in response to Bid No. 2020-025. The lowest bid received from South Florida Builders dba DBI Marina & Site Contractors, Inc. located in Hobe Sound, Florida totaled \$495,745.50. References were confirmed and it was determined that DBI Marina & Site Contractors, Inc., has provided the lowest and best proposal for the work.

The scope of work will entail the construction of a 12' wide concrete trail following the existing rock trail layout through the Indian Hills Recreation Area extending from Indian Hills Drive on the north to the terminus of the trail south of Savannah Road.

RECOMMENDATION:

Engineering recommends approval of bid award to South Florida Builders dba DBI Marina & Site Contractors, Inc. in the amount of \$495,745.50.

ALTERNATIVES:

Award to second lowest bidder.

RESPONSIBLE STAFF:

Jack Andrews, City Engineer

COORDINATED WITH:

Purchasing Department

Fiscal Impact

Budgeted Y/N: N

Fiscal Year: FY 19/20

Account: General Fund

Amount: \$495,745.50

FISCAL IMPACT:

Construction cost is 100% reimbursable by FDOT grant.

Attachments

Bid Proposal

Form Review

Inbox

Finance Department

City Manager

Form Started By: John Andrews

Final Approval Date: 04/29/2020

Reviewed By

Johnna Morris

Nick Mimms

Date

04/27/2020 11:25 AM

04/29/2020 09:26 AM

Started On: 04/22/2020 10:58 AM



MEMORANDUM
from the
PURCHASING DIVISION

TO: Jack Andrews, City Engineer

THROUGH: Gelencia Carter, Purchasing Manager

FROM: Monica Gonzales, Purchasing Specialist

SUBJECT: Bid No. 2020-025~ Indian Hills Recreation Area Multi~ Use Trail Improvements

DATE: March 26, 2020

City of East Pierre

MAR 26 2020
Engineering Dept.

MG

Attached is the tabulation sheet and copies of each bid submittal for the above referenced bid. The file is available for review in the Purchasing Division.

The invitation was sent to 258 vendors. Nineteen (19) vendors requested specifications with five (5) responding (26.31%) plus 0 "No Bid" (26.31% total response).

Recommendation of award memo should be forwarded to the Purchasing Division (copy to Director of Finance) prior to submitting an agenda item.

Expiration date is **June 17, 2020**. Commission approval must be completed by this date.

/mg

Attachment

cc: Johnna Morris, Director of Finance (Memo Only)
File



THE SUNRISE CITY
FORT PIERCE
PURCHASING
DEPARTMENT

FORT PIERCE
Florida

**CITY OF FORT PIERCE
TABULATION OF BIDS**

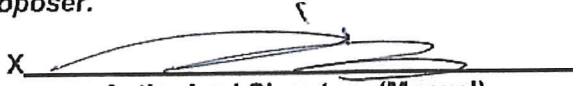
"Offers from the vendors listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late."

BID ON:	INDIAN HILLS RECREATION AREA MULTI ~ USE TRAIL IMPROVEMENTS
BID NUMBER:	2020-025
DATE:	3/25/2020 @ 3:00 PM
RECOMMENDED AWARD:	Pending.

RESPONSE
3 of 5 = 60 %
0 "No Bids"
Total = 60 %

VENDOR	BID BOND	CONSTRUCTION TOTAL	ALTERNATE BID TOTAL
South Florida Builders dba Marina & Site Contractors, Inc Hobe Sound, FL	10%	\$495,745.50	\$359,576.00
PRP Construction Group, LLC Indiantown, FL	10%	\$512,933.00	\$390,525.00
XGD Systems, LLC Stuart, FL	10%	\$538,852.75	\$317,436.50
Boromei Construction, Inc Okeechobee, FL	10%	\$559,835.00	\$349,250.00
American Design Engineering Construction, Inc Weston, FL	10%	\$761,937.48	\$15,811.50

PLEASE NOTE: COMMISSION MEETINGS ARE HELD THE FIRST AND THIRD MONDAY OF EVERY MONTH. CALL THE PURCHASING DEPARTMENT WEDNESDAY PRIOR TO THE MEETINGS FOR RECOMMENDATION OF AWARD.

DELIVER TO: City of Fort Pierce, Purchasing Division, Room 101 100 North U.S. #1 Fort Pierce, FL 34950 MAIL TO: City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	INVITATION TO BID and BIDDER ACKNOWLEDGMENT
Bid Writer: Gelencia Carter, 772-467-3749	Bid No: 2020-025
Mandatory Pre-Bid Conference Date: N/A	Bid Title: INDIAN HILLS RECREATION AREA MULTI-USE TRAIL IMPROVEMENTS
Mandatory Pre-Bid Conference Location: N/A	Bid Opening Location: Purchasing Division, Room 101 100 North U.S. #1 Ft. Pierce, Florida 34950
Bid Due Date & Time: 3:00 PM, WEDNESDAY, MARCH 25, 2019	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.
Bidder Name: South Florida Building DBA BPE Marine & Site Contract	I hereby certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this proposal for the proposer.  X _____ Authorized Signature (Manual)
Mailing Address: 11718 SE Federal Hwy Suite 222 Hobe Sound FL 33455	City, State, Zip Code: Hobe Sound FL 33455
Type of Entity (Place a check or X): <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship	Typed or Printed Name: Stephen Zippi
Incorporated in the State of: FL Year: 2015	Title: V.P. Delivery in ? days, ARO
Phone Number: 561-510-3800	Payment Terms: Net 30 Days
Fax Number: N/A	FEIN or SS Number: 47-3298344
E-Mail Address: SteveJ@BPEmarineandsite.com	Local Business: ___Y ___N MWBE: ___Y ___N
Bid Security is attached, when required, in the amount of \$ 10% of Bid Amount F.O.B. DESTINATION	If returning as a "No Bid" state reason:
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

INDIAN HILLS RECREATION AREA MULTI-USE TRAIL IMPROVEMENTS
February 3, 2020

TRAIL CONSTRUCTION

Item No.	Description	Units	Quantity	Unit Price	Amount
101-1	MOBILIZATION/BOND	LS	1	35,122.50	\$ 35,122.50
101-2A	MATERIAL TESTING	LS	1	4,200. ⁰⁰	\$ 4,200
102-1	MAINTENANCE OF TRAFFIC	LS	1	950. ⁰⁰	\$ 950
104-2	PREVENTION, CONTROL & ABATEMENT OF EROSION AND WATER POLLUTION	LS	1	1,700. ⁰⁰	\$ 1,700
108-1	CONSTRUCTION LAYOUT/RECORD DRAWINGS	LS	1	20,400	\$ 20,400
110-1-1	CLEARING & GRUBBING	LS	1	1,500. ⁰⁰	\$ 1,500
110-4-10	REMOVAL OF EXISTING CONCRETE SIDEWALK	SY	386	27. ⁰⁰	\$ 20,422
120-1A	EXCAVATION AND EMBANKMENT	LS	1	37,900. ⁰⁰	\$ 37,900. ⁰⁰
160-4	STABILIZATION, TYPE "B"	SY	6,300	2. ⁰⁰	\$ 12,600. ⁰⁰
480-11	STRAIGHT BACK BENCH (6') (RELOCATE)	EA	2	500. ⁰⁰	\$ 1,000. ⁰⁰
480-51	BIKE RACK (RELOCATE)	EA	1	500. ⁰⁰	\$ 5,000. ⁰⁰
480-61	TRASH RECEPTACLE (RELOCATE)	EA	1	500. ⁰⁰	\$ 500. ⁰⁰
519-78	BOLLARD (REMOVEABLE)	EA	3	400	\$ 1,200
522-2	CONCRETE SIDEWALK (TRAIL) 6" THICK - BROOM FINISH	SY	6,600	48.50	\$ 320,100
550-10-111	2-RAIL SPLIT RAIL FENCE (4') (MODIFY)	LF	20	50	\$ 1,000
570-1-2	PERFORMANCE SOD 9BAHIA)	SY	11,100	2.61	\$ 28,971
585-1-1	MULCH (3" THICK) (PINE STRAW)	CY	250	31.32	\$ 7,830
700-1-11	SINGLE POST SIGN (F&I) (UP TO 12 SF)	EA	2	375	\$ 750
TRAIL CONSTRUCTION TOTAL:					\$ 495,745.50

BID ALTERNATE					
	Description	Units	Quantity	Unit Price	Amount
522-2A	CONCRETE SIDEWALK ROCK SALT FINISH	SY	6350	56.62	\$ 359,576. ⁰⁰
BID ALTERNATE TOTAL					\$ 359,576.⁰⁰

CITY OF FORT PIERCE BIDDER'S CHECKLIST

This checklist is provided to assist each Bidder in the preparation of their bid response. Included in this checklist are important requirements, which is the responsibility of each Bidder to submit with their response in order to make their response fully compliant. This checklist is only a guideline, it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

Check "Yes" or "No" to each of the following:

	YES	NO
Is Invitation to Bid cover page (page 1) completed, signed and attached?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is Bid Response Form completed, signed and attached?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
W-9 Form completed, signed and attached?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Include proof of proper licensing as stated in bid documents.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Include proof of proper insurance as stated in bid documents.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Bid envelope is marked accordingly.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is Drug-Free Work Place form signed and enclosed?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are three (3) complete bid packages included (1 original and 2 copies)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is each Bid Addendum (when issued) signed and included?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

PLEASE SIGN AND RETURN WITH BID _____

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. South Florida Building, Inc. dba BDI Marine</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p> <p>5 Address (number, street, and apt. or suite no.) See instructions. 11718 SE Federal Hwy #222</p> <p>6 City, state, and ZIP code Hobe Sound, FL 33455</p> <p>7 List account number(s) here (optional)</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small></p> <p>Requester's name and address (optional) City of Fort Pierce Attn: Purchasing Department 100 North U.S. Hwy 1 Fort Pierce, FL 34950</p>
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Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
or									
Employer identification number									
4	7	-	3	2	9	8	3	4	4

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶ 3/24/20
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General Instructions

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

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

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

2019 - 2020

MARTIN COUNTY
BUSINESS TAX RECEIPT

Honorable Ruth Pietruszewski CFC, Tax Collector
3485 S.E. Willoughby Blvd., Stuart, FL 34994

(772) 288-5604

Lic Fee 26.25
Penalty 2.63
Coll-Fee 6.60
Transfer 0.00

Account 2015-513-0986

Category 513

Phone (561)612-4300

Location 2885 SE SAINT LUCIE BLVD

Cert CGC1523076

Sic No 236115



TOTAL 35.48

ZIPPI, STEPHEN

SOUTH FLORIDA BUILDING, INC

Has satisfied requirements to engage in the business profession
or occupation of 513 GENERAL CONTRACTOR

at location listed for the period beginning on

December 18, 2019

AND ENDING September 30, 2020

BUILDING DESIGNS, INC
SOUTH FLORIDA BUILDING, INC
2885 SE SAINT LUCIE BLVD
STUART, FL 34997

INT-19-00018069 PAID

THIS FORM BECOMES A RECEIPT ONLY WHEN VALIDATED BY RECEIPTING MACHINE.

ANYONE DOING BUSINESS WITHOUT A VALID BUSINESS TAX RECEIPT IS
SUBJECT TO A \$250 FINE. IF NOT PAID BY SEPT. 30th, A DELINQUENT PENALTY OF 10%
FOR THE MONTH OF OCTOBER, PLUS A 5% PENALTY FOR EACH MONTH THEREAFTER
UP TO 25%, PLUS COLLECTION COSTS WILL APPLY.

NOTE: A PENALTY IS IMPOSED FOR FAILURE TO KEEP THIS BUSINESS TAX RECEIPT
EXHIBITED CONSPICUOUSLY AT YOUR ESTABLISHMENT OR PLACE OF BUSINESS.



BUILD-1

OP ID: SA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/24/2020

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

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

PRODUCER Stuart Insurance, Inc. 3070 S W Mapp Palm City, FL 34980 Patrick McGlon	772-286-4334	CONTACT NAME: Margaret Kless PHONE (A/C, No, Ext): 772-286-4334 E-MAIL ADDRESS: mkless@stuartinsurance.net FAX (A/C, No): 772-286-9389													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: StarStone National Insurance</td> <td></td> </tr> <tr> <td>INSURER B: GEMINI INSURANCE COMPANY</td> <td></td> </tr> <tr> <td>INSURER C: American Zurich Insurance Comp</td> <td></td> </tr> <tr> <td>INSURER D: Evanston Insurance Company</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: StarStone National Insurance		INSURER B: GEMINI INSURANCE COMPANY		INSURER C: American Zurich Insurance Comp		INSURER D: Evanston Insurance Company		INSURER E:		INSURER F:
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INSURER E:															
INSURER F:															

INSURED
 South Florida Building, Inc.
 d/b/a Building Designs, Inc.
 d/b/a BDI Marine Contractors
 11718 SE Federal Hwy #222
 Hobe Sound, FL 33455

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		X	VGGP004069	04/21/2019	04/21/2020	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
							MED EXP (Any one person)	\$ Excluded
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMPIOP AGG	\$ 2,000,000
								\$
							COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
D	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EZXS3014839	10/09/2019	04/21/2020	EACH OCCURRENCE	\$ 3,000,000
							AGGREGATE	\$ 3,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	T10180749	08/01/2019	08/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER	\$ 1,000,000
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 250,000
A	Longshore & Harbor			FORM: WC 00 01 06 A	08/01/2019	08/01/2020	Rented	
C	Rented/Leased			EC13632338	04/21/2019	04/21/2020	Equipment	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Fort Pierce Members, Officials, Officers, and Employees are listed as additional insureds.

CERTIFICATE HOLDER City of Fort Pierce Attn: Risk Manager 100 North US 1 Fort Pierce, FL 34954	CITYF-4	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
		AUTHORIZED REPRESENTATIVE <i>Patrick MacLellan</i>



VEHICLE OR EQUIPMENT CERTIFICATE OF INSURANCE

DATE (MM/DD/YYYY)
03/24/2020

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

This form is used to report coverages provided to a single specific vehicle or equipment. Do not use this form to report liability coverage provided to multiple vehicles under a single policy. Use ACORD 25 for that purpose.

PRODUCER State Farm Insurance 101 W Indiantown Rd, Ste 101 Jupiter FL 33458	CONTACT NAME: H Bowman PHONE (A/C, No, Ext): 561-744-4770 E-MAIL ADDRESS: holly@stevedouglas.org PRODUCER CUSTOMER ID #:	FAX (A/C, No): 561-744-4370	
	INSURER(S) AFFORDING COVERAGE		
INSURED Building Designs, Inc dba South Florida Building PO Box 168 Thornton PA 19373-0168	INSURER A : State Farm Mutual Automobile Insurance Company		NAIC # 25178
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		

DESCRIPTION OF VEHICLE OR EQUIPMENT

YEAR	MAKE / MANUFACTURER	MODEL	BODY TYPE	VEHICLE IDENTIFICATION NUMBER
2017	Ram	Promaster	Van	3C6TRVDG9HE521090
DESCRIPTION			VEHICLE/EQUIPMENT VALUE	SERIAL NUMBER
			\$	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICY(IES) OF INSURANCE LISTED BELOW HAS/HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD(S) INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICY(IES) DESCRIBED HEREIN IS/ARE SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICY(IES).

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	Y	<input checked="" type="checkbox"/> VEHICLE LIABILITY	E41 2731-B01-59A	02/01/2020	08/01/2020	COMBINED SINGLE LIMIT	\$
		<input type="checkbox"/> GENERAL LIABILITY				BODILY INJURY (Per person)	\$ 1000000
		<input type="checkbox"/> OCCURRENCE				BODILY INJURY (Per accident)	\$ 1000000
		<input type="checkbox"/> CLAIMS MADE				PROPERTY DAMAGE	\$ 1000000
						EACH OCCURENCE	\$
						GENERAL AGGREGATE	\$
							\$
INSR LTR	LOSS PAYEE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS / DEDUCTIBLE	
		<input type="checkbox"/> VEH COLLISION LOSS				<input type="checkbox"/> ACV <input type="checkbox"/> AGREED AMT	\$ LIMIT
						<input type="checkbox"/> STATED AMT	\$ DED
		<input type="checkbox"/> VEH COMP <input type="checkbox"/> VEH OTC				<input type="checkbox"/> ACV <input type="checkbox"/> AGREED AMT	\$ LIMIT
						<input type="checkbox"/> STATED AMT	\$ DED
		EQUIPMENT				<input type="checkbox"/> ACV <input type="checkbox"/> AGREED AMT	\$ LIMIT
		<input type="checkbox"/> BASIC <input type="checkbox"/> BROAD				<input type="checkbox"/> RC <input type="checkbox"/> STATED AMT	\$ DED
		<input type="checkbox"/> SPECIAL				<input type="checkbox"/>	\$

REMARKS (INCLUDING SPECIAL CONDITIONS / OTHER COVERAGES) (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

ADDITIONAL INTEREST

Select one of the following:

The additional interest described below has been added to the policy(ies) listed herein by policy number(s).

A request has been submitted to add the additional interest described below to the policy(ies) listed herein by policy number(s).

VEHICLE / EQUIPMENT INTEREST: LEASED FINANCED

NAME AND ADDRESS OF ADDITIONAL INTEREST

City of Ft. Pierce
 Attn: Purchasing Depy
 100 North US Hwy One
 Ft Pierce FL 34950

CANCELLATION

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

DESCRIPTION OF THE ADDITIONAL INTEREST

ADDITIONAL INSURED LOSS PAYEE

LENDER'S LOSS PAYEE

LOAN / LEASE NUMBER

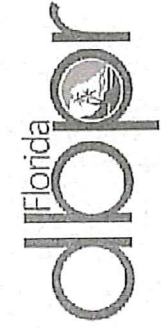
AUTHORIZED REPRESENTATIVE

Holly Bowman

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RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

ZIPPI, STEPHEN P

BUILDING DESIGNS, INC.

11718 SE FEDERAL HWY 222

HOBE SOUND FL 33455

LICENSE NUMBER: CGC1523076

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

BID FORM

PROPOSAL TO

THE CITY OF FORT PIERCE

FOR THE CONSTRUCTION OF INDIAN HILLS RECREATION AREA
MULTI-USE TRAIL IMPROVEMENTS

NAME OF BIDDER: South Florida Building DBA BDI Marine + Site Contractors

MAILING ADDRESS: 11718 SE Federal Hwy, Suite 222

STREET ADDRESS: 11 11 (Zip Code) 33455

PHONE NUMBER: 561-510-3800

To the: City of Fort Pierce

Pursuant to and in compliance with your notice inviting sealed proposals (Call for Bids), Instructions to Bidders, and the other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the contract, and the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract, including all of its component parts and everything required to be performed, and to provide and furnish any and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner, all of the Work required in connection with the construction of said Work, all in strict conformity with the plans and/or details, specifications and other related Contract Documents included herein.

The undersigned Bidder acknowledges receipt of the following Addenda, which have been considered in preparation of this Bid:

No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____

The undersigned Bidder agrees that the Work shall be completed within 180 calendar days according to the schedule and the Notice to Proceed set forth in these Documents.

The undersigned Bidder further agrees to pay liquidated damages as described herein and engineering and field inspection expenses, due to overtime work and avoidable delays, which shall be in addition to such other amounts for actual delay damages.

Bidder has stated all prices in numerals in accordance with Section 11.2 of the Instruction to Bidders in the blank space(s) provided for that purpose. Bidder has completed all portions of the Bid to avoid disqualification.

SECTION 001

The undersigned, as Bidder, declares that the Bid is made in good faith; that this proposal is made without collusion with any person, firm, or corporation; and he proposes and agrees, if the proposal is accepted, that he will execute a contract with the City in the form set forth in the Contract Documents; that he will furnish the Contract Security Insurance Certificates; that he is aware that failure to properly comply with the requirements set out in the INSTRUCTIONS TO BIDDERS and elsewhere in the Contract Documents may result in a finding that the Bidder is non-responsive and a forfeiture of the Bid Security.

The undersigned Bidder agrees to furnish the required bonds and insurance and to enter into a contract within 10 days after receipt of Notice of Award and further agrees to complete the Work within the time period specified in the Notices to Proceed for each individual project.

The undersigned declares that he has had prior experiences in the type of Work required and has the necessary finances, personnel, working organization, and equipment available to execute the proposed Work.

Bids shall only be considered from those Bidders who have obtained these Contract Documents directly from the City either electronically or from Demand Star.

LIST OF MAJOR SUBCONTRACTORS

1. If awarded a contract as a result of this Bid, the major subcontractors used in the prosecution of the Work will be those listed below, and
2. The following list includes all subcontractors who will perform Work, and
3. The Bidder represents that the subcontractors listed below are financially responsible and are qualified to do the Work required, and
4. 60% of Work must be done by the General Contractor's entity.

If no major subcontractors are to be used, so state on this form.

<u>Work to be Done</u>	<u>Name of Subcontractor</u>	<u>Address</u>
	None	

SECTION 001

Notice to Proceed shall be issued by the City with the specified Work to be completed as described in Section 8 of the General Conditions, within the number of days stated when each Project Contract Time begins to run as specified in the Notice to Proceed.

Work shall be completed, ready for final payment in accordance with Section 8 and 9 of the General Conditions.

Time is of the essence of this Contract and Contractor recognizes that the City will suffer financial loss if the Work, or portions authorized, is not completed within the number of days stated above. Accordingly, Contractor agrees to pay City the liquidated damages stated in the Agreement for each day after the time specified above that the Work is not complete in accordance with Sections 8 and 9 of the General Conditions and with the Agreement.

These liquidated damages are cumulative and additive and represent a reasonable estimate of City's expenses for extended delays. Furthermore, Contractor agrees to pay City expenses for inspection, engineering services, and administrative costs associated with such delay.

In addition to these amounts, there may be additional other amounts for delay damages incurred by City as a result of delays by Contractor. These actual delay damages will include, but not be limited to, delay damage settlements or awards, penalties, and professional fees incurred in connection with such settlements, awards, or penalties and fines imposed by regulatory agencies, contract damages, and loss of use.

ACCOMPANYING THIS PROPOSAL IS Bidders Bond
(Insert the word(s) "cashier's check," "bidder's bond," "certified check," or other security as provided by law, as the case may be), in an amount equal to at least 10% of the total amount of the bid, payable to the CITY OF FORT PIERCE the undersigned deposits above-named security as a proposal guarantee and agrees that it shall be forfeited to the City as liquidated damages in case this proposal is accepted by the City and the undersigned fails to execute a contract with the City as specified in the Contract Documents, accompanied by the required payment and faithful performance bonds,

with sureties satisfactory to the City, and accompanied by the required certificates of insurance coverage and endorsements. Should the City be required to engage the services of an attorney in connection with the enforcement of this bid, bidder promises to pay City reasonable attorneys' fees and costs (including attorneys' fees and costs on appeals), incurred with or without suit.

SECTION 001

The Work shall be performed under a State of Florida Contractor's License. Contract shall not be awarded unless proof of valid license(s) is provided, and license shall be appropriate for the nature of the Work.

The Bidder certifies that the following documents are included in the Bid and are complete:

1. Bid form, list of Addenda received, and authorized signatures.
2. Bid Bond with Power of Attorney attached.
3. Affidavit of Non-Collusion.
4. Trench Safety Act Form.

The Bidder further certifies that he will submit within ten (10) days of notification of the Apparent Successful Bidder:

1. List of Major Subcontractors
2. Payment Bond
3. Performance Bond
4. Agreement
5. Certificates of Insurance

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth below, together with signature(s) of the officer or officers authorized to sign contracts on behalf of the corporation and corporate seal; if bidder is a partnership, the true name of the firm shall be set forth below with the signature(s) of the partner or partners authorized to sign contracts in behalf of the partnership; and if the bidder is an individual, his signature shall be placed below:

Bidder: South Florida Building DBA BDI Marine ES, Inc Contractor,
(Type or Print)

By: SFB / DBA BDI Marine Contractors

Name: Stephen Zippi Jr

Title: V.P.

Dated: 3/18/20, 2020

(Corporate Seal)

Attest
If Corporation

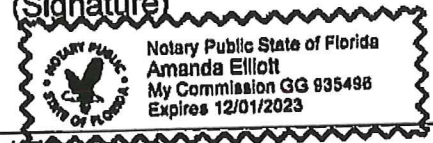
By: [Signature]
(Signature),

Name: Stephen Zippi

Title: V.P.

Witnesses: [Signature]
(Signature)

(If partnership
Or individual)



(Signature)

Contractor's License (State, Number, Expiration Date, Type of License)

CGC 1523076 FI Exp 8/31/2020 GC

END OF SECTION

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

South Florida Building, Inc. DBA Building Designs, Inc.

11718 SE Federal Highway, Suite 222

Hobe Sound, FL 33455

SURETY:

(Name, legal status and principal place of business)

United States Fire Insurance Company

305 Madison Avenue

Morristown, NJ 07962

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Fort Pierce

100 North U.S. #1

Fort Pierce, FL 34950

BOND AMOUNT: \$ 10%

Ten Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

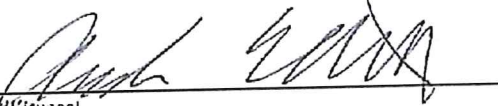
Indian Hills Recreation Area Multi-Use Trail Improvements - Bid No. 2020-025


The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.


When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 25th day of March, 2020

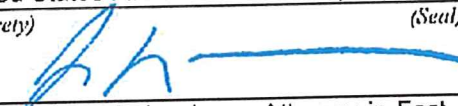

(Witness)


(Witness) Dania Banks

South Florida Building, Inc. DBA Building Designs, Inc.
(Principal) (Seal)

By:  U.P.
(Title)

United States Fire Insurance Company
(Surety) (Seal)

By: 
(Title) Jarrett Merlucci Attorney-in-Fact



POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

00927402020

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

*Ian A. Nipper, David Russell Hoover, Joseph Penichet Nielson,
Charles David Nielson, Charles Jackson Nielson, Shawn Alan Burton, Jarrett Merlucci*

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: Seven Million, Five Hundred Thousand Dollars (\$7,500,000).

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2021.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 22nd day of August 2019.

UNITED STATES FIRE INSURANCE COMPANY

Anthony R. Slimowicz, Executive Vice President



State of Pennsylvania }
County of Philadelphia }

On this 22nd day of August 2019, before me, a Notary public of the State of Pennsylvania, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

Tamara Watkins

(Notary Public)

Commonwealth of Pennsylvania - Notary Seal
Tamara Watkins, Notary Public
Philadelphia County
My commission expires August 22, 2023
Commission number 1348843

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 25th day of March 2020

UNITED STATES FIRE INSURANCE COMPANY

Al Wright, Senior Vice President



SECTION 002

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____
_____, as Principal, and _____
_____, as Surety,

are held and firmly bound unto the City of Fort Pierce, hereinafter called the City, in the
penal sum of _____
_____ Dollars (\$ _____), lawful money of the United
States, for the payment of which sum well and truly to be made, we bind ourselves, our
heirs, executors, administrators, and successors, jointly and severally, firmly by these
presents. The Bid Bond amount shall be ten (10) percent of the Base Bid amount as
entered on the Bid Form.

The condition of this obligation is such that whereas the principal has submitted the
accompanying bid dated _____ 2020, for the _____

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period of time
set forth in the Contract Documents, and shall within ten (10) calendar days after receipt
of the Notice of Award enter into a written contract with the City in accordance with the
bid as accepted, and if the Principal shall give the required bonds with good and sufficient
sureties for the faithful performance and proper fulfillment of such contract and for the
protection of subcontractors, laborers and material men, and if the Principal has provided
the required evidence of insurance as set forth in the Contract Documents and complied
with the Florida Department of Environmental Protection certifications and requirements,
and all other contract provisions, or in the event of withdrawal of said bid within the
periods specified, or the failure to enter into said contract, or failure to comply with FDEP
requirements, or otherwise, if the Principal shall within sixty (60) days after request by
the City to pay to the City the difference between the amount specified in said bid and
the amount for which the City may procure the required work, if the latter amount be in
excess of the former, then the above obligation shall be void and of no effect, otherwise
to remain in full force and effect.

It is further agreed that if the City is required to utilize legal counsel to recover on this
bond, it may also recover its costs relating thereto, including a reasonable amount for
attorneys' fees and costs, including attorneys' fees and costs in appellate proceedings.

SECTION 002

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals this _____ day of _____, 2020, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESSES
(if individual
or partnership)

PRINCIPAL

By: _____
(Signature)

Name: _____

Title: _____

ATTEST (if corporation)

By: _____
(Signature)

Name: _____

Title: _____
(Corporate Seal)

SURETY

By: _____
(Signature)

Name: _____

Title: _____

(Surety Seal)

SECTION 002

Attach a certified copy of Power of Attorney appointing individual Attorney-in-Fact for execution of Bid Bond on behalf of Surety.

Any Claims under this bond may be addressed to:

Name of Surety _____

Mailing Address _____

Street Address _____

Name and Mailing and Street _____

Address of Agent or _____

Representative in Florida _____

(if different than above) _____

Telephone Number of Surety _____

and Agent or Representative _____

in Florida _____

END OF SECTION

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____
(Corporation, Partnership, or Individual)

Hereinafter called Principal, and _____
(Name of Surety)

(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto:

City of Fort Pierce
(Name of Owner)

100 North U.S. Highway 1, Fort Pierce, Florida 34950
(Address of Owner)

Hereinafter called OWNER, in the penal sum of _____

Dollars, (\$ _____),

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 2019, a copy of which is hereto attached and made a part hereof, to furnish **Indian Hills Recreation Area Multi-Use Trail Improvements, Bid No. 2020-025** . (Date to be filled in by Owner.)

This Bond is being entered into to satisfy the requirements of Section 255.05, Florida Statutes, as the same may be amended. The Surety shall be bound by any and all arbitration awards to the same extent as Contractor is bound.

NOW, THEREFORE, the condition of this obligation is such that if Principal:

- 1. Promptly and faithfully performs its duties, all the covenants, terms, conditions, and Agreements of said Contract and remedies without cost to City any defects which may develop during a period of one (1) year from the date of the issuance of the final certificate of completion of each portion of the Work performed under said Agreement, and

SECTION 003

2. Pays Owner all losses, damages (liquidated or actual), expenses, costs and attorneys' fees including costs and attorneys' fees on appeal that Owner sustains resulting directly or indirectly from any breach or default by Principal under the Contract, and

3. Satisfies all claims and demands incurred under the Contract, and fully indemnifies and holds harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, then this bond is void; otherwise it shall remain in full force and effect.

In the event that the Principal shall fail to perform any of the terms, covenants, and conditions of the Contract during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Owner for all such loss or damage (including reasonable attorneys' fees and costs and attorneys' fees on appeal) resulting from any failure to perform up to the amount of the Penal Sum.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and hold the Owner harmless from any and all loss, damage, cost and expense, including reasonable attorneys' fees and costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon Owner's pursuit of its remedies against Principal, and shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Owner and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Contract granted by Owner to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding.

Any changes in or under the Contract Documents (which include the Plans, Drawings, and Specifications), and compliance or noncompliance with any formalities connected with the Contract or the changes therein shall not affect Surety's obligations under this Bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall increase or decrease in accordance with approved changes or other modifications to the Contract Documents.

IN WITNESS WHEREOF, this instrument executed in _____
(Number)
counterparts, each of which shall be deemed an original, this ____ day of _____, 2020.

ATTEST:

(Principal) Secretary

Name _____
(Type)

Principal

By _____

Name _____
(Type)

SECTION 003

(Corporate Seal)

Title _____

(Address)

Witness as to Principal

Witness as to Principal

ATTEST:

(Surety) Secretary

Surety

By _____
Attorney-in-Fact

Name _____
(Type)

Name _____
(Type)

(Corporate Seal)

(Address)

Witness as to Surety

Witness as to Surety

NOTE: Date of BOND must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located, unless otherwise specifically approved in writing by City.

ATTACH: A certified copy of Power of Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

(The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other.)

END OF SECTION

SECTION 004

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____
(Corporation, Partnership, or Individual)

Hereinafter called Principal, and _____
(Name of Surety)

(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto

City of Fort Pierce
(Name of Owner)

100 North U.S. Highway 1, Fort Pierce, Florida 34950
(Address of Owner)

Hereinafter called Owner, in the penal sum of _____ Dollars, (\$ _____), in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the ___ day of _____, 2019, a copy of which is hereto attached and made a part hereof, **Indian Hills Recreation Area Multi-Use Trail Improvements, Bid No. 2020-025.**

The Surety shall be bound by any and all arbitration awards to the same extent as Contractor is bound. All dates to be filled in by Owner.

NOW, THEREFORE, the condition of this obligation is such that if Principal shall promptly make payments to all claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

1. This bond is furnished for the sole purpose of complying with the requirements of Section 255.05, Florida Statutes, as the same may be amended.

SECTION 004

- 2. It is a specific condition of this bond that a claimant's right of action on the bond is limited to the provisions of Section 255.05, Florida Statutes, including, but not limited to, the one-year time limitation within which suits may be brought.

Therefore, a claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for his labor, material, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the Work, furnish the Contractor with a notice that he intends to look to the bond for protection. A claimant who is not in privity with the Contractor and who has not received payment for his labor, materials or supplies shall, within ninety (90) days after performance of the labor or completion of delivery of the materials or supplies, deliver to the Contractor and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. No action for the labor, materials or supplies may be instituted against the Contractor or the Surety unless both notices have been given. No action shall be instituted against the Contractor or the Surety on the bond after one (1) year from the performance of the labor or completion of the delivery of the materials or supplies.

- 3. The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Owner and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Contract granted by Owner to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of such proceeding.
- 4. Any changes in or under the Contract Documents (which include the Plans, Drawings, and Specifications) and compliance or noncompliance with any formalities connected with the Contract or the changes therein, shall not affect Surety's obligations under this Bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall increase or decrease in accordance with approved changes or other modifications to the Contract Documents.

IN WITNESS WHEREOF, this instrument executed in _____ (Number) counterparts, each of which shall be deemed an original, this _____ day of _____, 2020.

ATTEST:

(Principal) Secretary

Name _____
(Type)
(Corporate Seal)

Principal

By _____

Name _____
(Type)

Title _____

SECTION 004

(Address)

Witness as to Principal

Witness as to Principal

ATTEST:

Surety

(Surety) Secretary

By _____
Attorney-in-Fact

Name _____
(Type)

Name _____
(Type)

(Corporate Seal)

(Address)

Witness as to Surety

Witness as to Surety

NOTE: Date of BOND must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located, unless otherwise specifically approved in writing by City.

ATTACH: A certified copy of Power of Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

(The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other.)

END OF SECTION

SECTION 005

NOTICE OF AWARD

Date: _____

To: _____

Bid Proposal: Indian Hills Recreation Area Multi-Use Trail Improvements.,
Bid No. 2020-025

Date of Bid Opening: March 25, 2020

Award Amount: Not to Exceed

You are hereby notified that you are the Lowest and Best Bidder on the Bid Proposal noted above. Upon compliance with the conditions precedent to be fulfilled by you within the time specified, the Agreement will be executed and delivered to you. Enclosed are the following:

<u>Copies</u>	<u>Item</u>
2	Notice of Award
2	Agreement between City and Contractor
2	Performance Bond
2	Payment Bond

Please take the following actions:

1. Execute Agreement and Notice of Award.
2. Have your insurance company complete bond forms, and attach notarized Acknowledgment of Authorized Representative.
3. Have your insurance company complete Certificates of Insurance and Endorsements.
4. Form CG 20 10: Please provide a copy of the actual endorsement issued to the policy, Form CG 20 10, which affords the required additional insured coverage. Please return all documents with acceptance of award.
5. Return two (2) copies of documents enclosed within fifteen (15) days after receipt to:

SECTION 005

Mailing Address:
Purchasing Manager
CITY OF FORT PIERCE
100 North U.S. #1
Fort Pierce, FL 34950

Delivery Address:
Purchasing Manager
CITY OF FORT PIERCE
100 North U.S. #1
Fort Pierce, FL 34950

The contract documents must be signed by one of the officers registered with the State of Florida on the attached list; if not on list, provide a letter or copy of corporate resolution authorizing the individual to sign contract documents on behalf of the corporation.

We will return a fully executed copy of the Contract Documents and the Notice to Proceed at the Pre-Construction Conference.

OWNER:

CITY OF FORT PIERCE
100 North U.S. Highway 1
Fort Pierce, Florida 34950

BY: _____
Gelencia Carter, Purchasing Manager

Date: _____

ACKNOWLEDGE RECEIPT OF NOTICE:

CONTRACTOR:

South Florida Building
per BDI Marine + Site Contracting

BY: _____
V.P
(Title)

Date: 3/18/20

END OF SECTION

SECTION 006

NOTICE TO PROCEED

Date: _____

To: _____

Contractor.

Notice to Proceed on Project: Indian Hills Recreation Area Multi-Use Trail Improvements

Bid No: 2020-025

Project Name: Indian Hills Recreation Area Multi-Use Trail Improvements

Cost of Project based on Unit Prices by Agreement: \$ _____

You are hereby notified to proceed with the Work on the subject Project on or before _____, 2020 and to obtain Substantial completion within 180 calendar days and Final completion within 225 calendar days. Find attached four (4) sets of the subject project drawings.

The completion date for this project work shall be: _____, 2020.

OWNER:

CITY OF FT. PIERCE, FLORIDA
P.O. BOX 1480
FT. PIERCE, FL 34954

BY:

John R. Andrews, P.E.
City Engineer

ACKNOWLEDGE RECEIPT OF NOTICE

By: _____
Contractor

3/20/19
Date

END OF SECTION

SECTION 007

CHANGE ORDER FORM
CITY OF FORT PIERCE

PROJECT: SOUTH 7TH STREET IMPROVEMENTS (10TH STREET TO WENDELL ROAD)

DATE: _____ CONTRACTOR: _____

OWNER: CITY OF FORT PIERCE AGREEMENT DATE: _____

CHANGE ORDER REQUESTED BY: City _____ Contractor _____

THE FOLLOWING CHANGES ARE MADE TO THE CONTRACT DOCUMENTS:

CONTRACT AMOUNT AND CONTRACT TIME:

Original CONTRACT AWARD AMOUNT \$ _____

Current CONTRACT AMOUNT ADJUSTED
by Previous CHANGE ORDER(S) \$ _____

Net (Increase) (Decrease) of CONTRACT
AMOUNT resulting from this CHANGE
ORDER \$ _____

Current CONTRACT AMOUNT Including
this CHANGE ORDER \$ _____

ORIGINAL CONTRACT TIME _____ Calendar Days

Current CONTRACT TIME ADJUSTED
by Previous CHANGE ORDER _____ Calendar Days

Net (Increase) (Decrease) Resulting
from this CHANGE ORDER _____ Calendar Days

Current CONTRACT COMPLETION DATE
including this CHANGE ORDER _____

(Change Order No. _____, Page 1 of 2)

SECTION 007

CHANGES ORDERED:

I. GENERAL: This CHANGE ORDER is necessary to cover changes in the Work to be performed under the Contract Documents. General Conditions, Supplementary Conditions as applicable, Specifications, and all parts listed in Article 1, Definitions, of the General Conditions, apply to and govern all Work under this CHANGE ORDER.

II. REQUIRED CHANGES:

III. JUSTIFICATION:

IV. PAYMENT:

Payment for the above listed items shall be made according to the Agreement.

V. APPROVAL AND CHANGE AUTHORIZATION:

Acknowledgments: The aforementioned change(s), and work affected thereby, is subject to all provisions of the original Agreement not specifically changed by this Change Order; and it is expressly understood and agreed that the approval of this Change Order shall have no effect on the original Agreement other than matters expressly provided herein.

RECOMMENDED BY:

By: _____
Signature

Date: _____

ACCEPTED BY:

Contractor: _____

By: _____
Signature

Name: _____

Date: _____

APPROVED BY: City of Ft. Pierce

Date: _____

By: _____
Signature & Title

(Change Order No. _____, Page 2 of 2)

END OF CHANGE ORDER

SECTION 008

**EXHIBIT "D"
BID FORMS**

APPLICATION FOR PAYMENT

Application for payment forms will be issued at the Pre-construction Conference.

END OF SECTION

CERTIFICATE OF OWNER'S ATTORNEY

PROJECT: INDIAN HILLS RECREATION AREA MULTI-USE TRAIL IMPROVEMENTS

I, the undersigned, _____
(Name of Attorney)

the duly authorized and acting legal representative of _____

_____, do hereby certify as follows:
(Owner)

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

Attorney

Date

END OF SECTION

BIDDER'S QUALIFICATIONS QUESTIONNAIRE

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires. Qualifications Questionnaire must be submitted with the Proposal.

1. Name of Bidder. *South Florida Building PDA BDI Marine + Site Contract*
2. Permanent Main Office address. *11716 SE Federal Hwy Suite 222 Hobe sound FL 33455*
3. When organized? *1981 PA, 2015 FI*
4. If a corporation, where incorporated? *PA, FI*
5. How many years have you been engaged in construction under this present firm or trade name? *39*
6. Contracts on hand: (Schedule of these, showing gross amount of each contract and the appropriate anticipated dates of completion.) *See Attached*
7. General character of work performed by you. *Civil Construction, Marine Construction*
8. Have you ever failed to complete any work awarded to you? If so, where and why? *Never*
9. Have you ever defaulted on a contract? If so, where and why? *No*
10. List the more important contracts recently completed by you, stating approximate gross costs of each and the month and year completed. Include the name and telephone number of contact in company for which you provided work. *See Attached*
11. List your major equipment available for this contract. *See Attached*
12. Experience in general construction work similar in scope to this project. (If additional space is needed or required, it may be attached to this sheet.)
13. Background and experience of the principal members of your company, including the officers.
14. Give bank reference. *Suntrust Bank - 561-277-4940*
15. You will furnish a detailed financial statement and, upon request, any other information that may be required by the City of Fort Pierce. *OK*
16. The Undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Fort Pierce in the County of St. Lucie in verification of the recitals comprising this Bidder's Qualifications Questionnaire. *OK*

SECTION 010

Dated at FRACU this 25 day of March, 2020.

Contractor:

South Florida Building

By Stephen Zippi

V.P.

(Name & Title)

County of Martin
State of Florida

Stephen Zippi, being duly sworn, deposes and says that he is V.P. of South Florida Building and that the answers to the foregoing questions and all statements contained therein are true and correct.

Subscribed and sworn to before me this 25 day of March, 2020.

[Signature]
Notary Public

My Commission Expires:

12/1/23

(Seal)



END OF SECTION

South Florida Building/BDI

6. Contracts on hand

1. Las Olas Marina	Start 11/20.	Complete 10/21	Amount	8.4mil
2. Walkers Cay	Start 6/20	Complete 4/21	Amount	4.6mil
3. Beyel Brothers	Start 3/1	Complete 3/31	Amount	120k
4. Village of Wellington		Complete 3/31	Amount	420k
5. City of Port Saint Lucie		Complete 3/20	Amount	575k

10. Completed


1. Village of Wellington (Phase 3)	250k	Jason Hanchuck 561-818-1935
2. City of Port Saint Lucie	575k	Mike Kendrick 772-370-3901

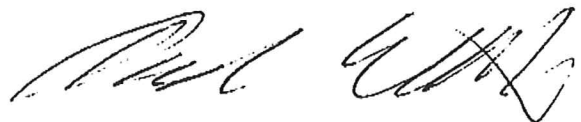
11. Excavator, Skid Steer, Dump trucks, Compactors, Concrete finishing machines

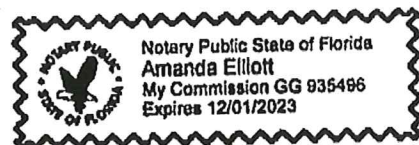
12. Experience includes excavation, underground utilities, marine construction, cement flat work.

13. Stephen Zippi Sr., Stephen Zippi Jr., Ronald Panaro, Nick Heramosa, Mark Van Atmaul, Joesph Holeman.

These are our project managers. We have over 250 years of combined experience of heavy, civil and marine construction experience.


Stephen P Zippi Jr
V. P. 3/20/20





SECTION 011

NON-COLLUSION AFFIDAVIT
FOR PRIME BIDDER

STATE OF Florida
COUNTY OF Martin

Stephen Zippi Jr, being first duly sworn, deposes
and says:

That he/she is Stephen Zippi Jr / Partner
(a partner or officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Fort Pierce, of the County of St. Lucie, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

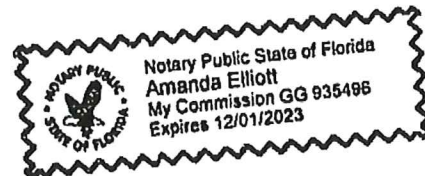
South Florida Building
(Firm Name)

By: [Signature]
Title: V.P.

Subscribed and sworn to before me this 25
day of March, 2020

[Signature]
Notary Public

My Commission expires: (Seal)
12/01/2023



END OF SECTION

SECTION 012

PUBLIC ENTITY AFFIDAVIT

SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER
AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid No. 2019-013 for City of Ft Pierce.
2. This sworn statement is submitted by South Florida Building
(name of entity submitting sworn statement)
whose business address is 11718 SE Federal Hwy Suite 222 Hobe Sound FL 334
and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this
sworn statement: _____.)
3. My name is Stephen P. Zippi Jr my relationship to the entity
(please print name of individual signing)
named above is Partner.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

SECTION 012

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement.
(Please indicate which statement applies.)

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**

There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **(Please attach a copy of the final order.)**

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**

The person or affiliate has not been placed on the convicted vendor list. **(Please describe any action taken by or pending with the Department of General Services.)**

Signature: 

Date: 3/18/20

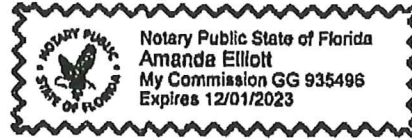
STATE OF Florida

COUNTY OF Martin

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Stephen Zippi who, after first being sworn by me, affixed his/her signature in (name of individual signing) the space provided above on this 25 day of March, 2020.

NOTARY PUBLIC SEAL:



My commission expires: *Amanda Elliott*

END OF SECTION

SECTION 013

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants, and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors, exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE: 3/18/20, 2020

Official Address
(Including Zip Code):

11718 SE Federal Hwy
Suite 222 Hope Sound #1 33455

By: [Signature] Stephen Z...

V.P.

(Title)

END OF SECTION

SECTION 014

#

TRENCH SAFETY ACT COMPLIANCE STATEMENT
BID NO. 2020-025

Instructions:

Chapter 90-96 of the Laws of Florida requires all contractors engaged by the City of Fort Pierce to comply with Occupational Safety and Health Administration Standard 29 C.F.R. s. 1926.650 Subpart P. All prospective contractors are required to sign the compliance statement and provide compliance cost information where indicated below. The costs for complying with the Trench Safety Act must be incorporated into this project's base bid.

Certify this form in the presence of a notary public or other officer authorized to administer oaths.

Certification:

1. I understand that Chapter 90-96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R. s. 1926.650 Subpart P. I will comply with The Trench Safety Act and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.

2. The estimated cost imposed by compliance with The Trench Safety Act will be:

Zero Dollars
(Written)
0
(Figures)

3. The amount listed above has been included within the Base Bid.

Certified: South Florida Builders
(Company-Contractor)

By: [Signature]
(President's Signature)

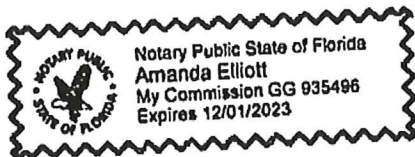
Stephen Zipp
(President's Typed or Printed Name)

Notarization:

Sworn to and subscribed before me in Martin County, Florida on the 25 day of March, 2020.

Notary Public: [Signature] (affix seal)

My Commission Expires: 12/01/23



END OF SECTION

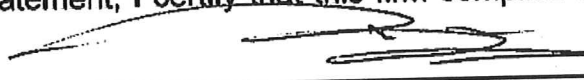
DRUG-FREE WORK PLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

South Florida Building does:
(Name of Business)

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

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Proposer's Signature

3/18/20

Date

END OF SECTION

SUBSTITUTION SHEET

FORT PIERCE, FLORIDA

PROJECT TITLE: INDIAN HILLS RECREATION AREA MULTI-USE TRAIL IMPROVEMENTS

BID NO. 2020-025

DESCRIPTION OR BID ITEM NO.	MAKE SPECIFIED	PROPOSED SUBSTITUTION	ADD	DEDUCT
			\$ _____	\$ _____
			\$ _____	\$ _____
			\$ _____	\$ _____
			\$ _____	\$ _____
			\$ _____	\$ _____
			\$ _____	\$ _____

CONTRACTOR VERIFICATION FORM

FORT PIERCE, FLORIDA
SEALED BID NO. 2020-025

PROJECT TITLE: INDIAN HILLS RECREATION AREA MULTI-USE TRAIL IMPROVEMENTS

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of Firm: South Florida Building PBA BDI Marine + Site Contractors Inc

Corporate Title: Corporation

Address: 11718 SE Federal Hwy Suite 222
Hobe Sound Fl 33455 (Zip Code)

By: Stephen P Zippi Jr (Print name) V.P. (Print title)


(Authorized Signature)

Telephone: (561) 510-3800

Fax: () N/A

State License # CGC1523076 (Attached) (ATTACH COPY)

County License # _____ (ATTACH COPY)

City License: (ATTACH PROOF OF REGISTRATION WITH THE CITY)

Type of License: _____

Unlimited _____ (yes/no)

If "NO", Limited to what trade? _____

END OF SECTION

E-VERIFY

FORT PIERCE, FLORIDA
SEALED BID NO. 2020-025

PROJECT TITLE: INDIAN HILLS RECREATION AREA MULTI-USE TRAIL
IMPROVEMENTS

Bid No.: 2020-025

Project Description: INDIAN HILLS RECREATION AREA MULTI-USE TRAIL

Vendor/Consultant acknowledges and agrees to the following:

1. Vendor/Consultant 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 Vendor/Consultant during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to this 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 subcontractor during the contract term.

Company/Firm: South Florida Building Inc
 Authorized Signature: [Signature]
 Title: V.P.
 Date: 3/18/20

END OF SECTION

City Commission Regular Meeting

11. f.

Meeting Date: 05/04/2020

Re: Collective Bargaining Agreement with the Coastal Florida Police Benevolent Association Police Officer Unit

Submitted For: Kevin Browning, Human Resources Manager, Human Resources

SUBJECT:

Approve the Collective Bargaining Agreement with the Coastal Florida Police Benevolent Association (Police Officer Unit) for the period of October 1, 2019 through September 30, 2022.

SUMMARY:

The City of Fort Pierce and the Coastal Florida Police Benevolent Association have engaged in negotiations for a Collective Bargaining Agreement beginning October 1, 2019 through September 30, 2022. The attached Agreement was ratified by the union membership on April 24, 2020 and is now being submitted for City Commission approval.

RECOMMENDATION:

Approval of Collective Bargaining Agreement.

ALTERNATIVES:

Proceed as directed by City Commission.

RESPONSIBLE STAFF:

Kevin Browning, Human Resources Manager
Barbara G. Moore, Human Resources Coordinator

COORDINATED WITH:

Diane Hopley-Burney, Chief of Police
Robert Ridle, Deputy Chief of Police

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2020
Account: TBD
Amount: TBD

OTHER INFORMATION:

There will be a 3% increase in salary.

Attachments

Redlined Contract
Contract - Clean Copy

Form Review

Inbox

City Manager

Form Started By: Angela Wilkinson

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COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE
CITY OF FORT PIERCE
AND THE
COASTAL FLORIDA POLICE BENEVOLENT
ASSOCIATION
(Police Officer Unit)

~~October 1, 2016 to September 30, 2019~~
October 1, 2019 to September 30, 2022

Ratified: 04/16/2020
Approved: 05/04/2020

COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE
CITY OF FORT PIERCE
AND THE
~~INTERNATIONAL UNION OF POLICE ASSOCIATIONS, AFL-CIO COASTAL~~
FLORIDA POLICE BENEVOLENT ASSOCIATION

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ARTICLE 1

PREAMBLE

SECTION 1.1

In accordance with the State of Florida Public Employees Collective Bargaining Statute and the City of Fort Pierce, this Agreement is entered into by and between the CITY OF FORT PIERCE, a municipal corporation in the State of Florida, hereinafter referred to as the "EMPLOYER" or the "CITY", and, ~~International Union of Police Associations, AFL-CIO~~ COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATIONS hereinafter referred to as the ASSOCIATION and/or the "EMPLOYEE(S)." This labor Agreement is applicable to all Police Department employees who are members in the job classification in the unit designated by the Florida Public Employee Relations Commission in Certification # 1706.

SECTION 1.2

The purpose of this Agreement is to promote and maintain harmonious and cooperative relationships between the EMPLOYER and the EMPLOYEES, both individually and collectively, to provide an orderly and peaceful means for resolving differences which arise concerning the interpretation or application of this Agreement, and to set forth herein the basic and entire Agreement between the parties in the determination of wages, hours, terms and conditions of employment.

SECTION 1.3

The use of masculine pronouns in this Agreement is only for the convenience of expression, and such pronouns refer to all employees covered by this Agreement, regardless of gender.

SECTION 1.4

There shall be no individual arrangements contrary to the terms herein provided.

ARTICLE 2

RECOGNITION

SECTION 2.1

The CITY OF FORT PIERCE hereby recognizes the ~~INTERNATIONAL UNION of POLICE ASSOCIATIONS, AFL-CIO~~ COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION as the sole and exclusive bargaining agent for the job classification in the unit designated by the Florida Public Employees Relations Commission in Certification, #1706 as amended, excluding all other employees.

SECTION 2.2

For the purpose of this Agreement, the terms Bargaining Unit employees, Officer, member and employee shall be synonymous.

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ARTICLE 3

SUBCONTRACTING

SECTION 3.1

Subcontracting shall mean for the purpose of this contract, work which will be contracted out by the CITY to another agency, person, company, group, etc., which results in the direct displacement (lay-off) of bargaining unit employees.

SECTION 3.2

The EMPLOYER reserves the right to subcontract work while recognizing the ASSOCIATION'S obligation to represent regular unit employees' jobs who are presently employed. Should subcontracting occur, which displaces regular unit employees currently on the payroll, the EMPLOYER agrees to notify the ASSOCIATION when the request to subcontract is put on the City Commission agenda, without waiver of either parties' rights under the law.

ARTICLE 4

EMPLOYEE RIGHTS

SECTION 4.1

The CITY agrees not to interfere with the right of any eligible employee to become a member of the ASSOCIATION, withdraw from membership from the ASSOCIATION, refrain from becoming a member of the ASSOCIATION or exercising his rights as an ASSOCIATION member.

SECTION 4.2

There shall be no discrimination against any employee by reason of race, creed, color, age, physical handicap, national origin, sex, religious beliefs or ASSOCIATION membership or activity, or lack of ASSOCIATION membership or activity.

SECTION 4.3

This Agreement shall not foreclose any employee covered by this Agreement from pursuing any right or remedy without representation of the ASSOCIATION. Further, nothing contained in this Agreement shall foreclose any employee from discussing a non-contract problem directly with his supervisor or other departmental official without the intervention of the ASSOCIATION, provided that the immediate supervisor or other departmental official agrees to discuss and/or attempt to resolve the matter outside the formal grievance procedure.

ARTICLE 5

MANAGEMENT RIGHTS

SECTION 5.1

Except as expressly provided for in this Agreement, the CITY retains the sole right to determine and from time to time to re-determine how to manage its operations and direct the working force, including the rights to decide the scope of service to be performed, the method of service, the size and composition of work force; to contract and subcontract existing and future work; to determine whether and to what extent the work required in its operations or job, shall be performed by employees covered by this Agreement; to maintain order and efficiency in its work locations; to curtail or discontinue temporarily or permanently, in whole or in part, operations whenever in the opinion of the CITY's good business judgment makes such curtailment or discontinuance advisable to hire, layoff, assign, transfer, classify and reclassify, promote and determine the qualification of employees.

SECTION 5.2

The CITY retains the sole right to discipline, suspend, and discharge employees for just cause, including violations of any of the terms of this Agreement. During an emergency, the rights of employees under Article 11 shall be suspended. Upon termination of the emergency status, employees shall have the right to grieve discipline, suspension and discharge at Step 1 through Step 4.

SECTION 5.3

The exercise of the above rights in Section 5.1 and 5.2 does not preclude employees or their representative from conferring or raising questions or demanding to negotiate a change in terms and conditions of employment about the practical consequences that decisions on these matters may have on terms and conditions of employment.

SECTION 5.4

The above rights of the CITY in Sections 5.1 and 5.2 are not all-inclusive but indicate the type of matters or rights which belong to and are inherent to the CITY in its capacity as management of the City of Fort Pierce.

SECTION 5.5

If the CITY determines that a civil emergency condition exists, including, but not limited to riots, civil disorders, hurricane conditions or similar catastrophes, the provisions of this Agreement may be suspended during the time of the declared emergency. All pay provisions, and Section 5.2 ~~and Article 11~~ will continue in case of emergency.

ARTICLE 6

NO STRIKES AND LOCKOUTS

SECTION 6.1

There will be no strikes, work stoppages, picketing in furtherance of a work stoppage, slow-downs, boycotts or concerted failure or refusal to perform assigned work by the employees or the ASSOCIATION and there shall be no lockouts by the CITY for the duration of this Agreement. The ASSOCIATION supports the CITY fully in maintaining normal operations. It is recognized by the parties that the CITY is responsible for and engaged in activities, which are the basis of the health and welfare of the citizens, that any violation of this section could give rise to irreparable damage to the CITY and to the public at large. Accordingly, it is understood and agreed that in the event of any violation of this section, the CITY shall be entitled to seek and obtain immediate injunctive relief. Provided² however, it is agreed that the ASSOCIATION shall not be responsible for any act alleged to constitute a breach of this section if neither the ASSOCIATION nor any of its officers instigated, authorized, condoned, sanctioned or ratified such action, and further, that the ASSOCIATION and its officers have used every possible means to prevent or terminate such action.

SECTION 6.2

Employees shall be required to cross picket lines to perform their duties regardless of which labor organization or group is conducting the picketing.

SECTION 6.3

Any employee who participates in a strike shall not be entitled to any daily pay, wages or any other benefits for the day(s) during their participation in the strike. Any employee who is investigated and found to have unlawfully participated in a strike may be subject to discipline, up to and including termination.

ARTICLE 7

BULLETIN BOARDS AND MAILBOXES

SECTION 7.1

The CITY agrees to furnish bulletin board space solely for the use of the ASSOCIATION at the station and substations. All ASSOCIATION notices will be approved and signed by an ASSOCIATION representative prior to posting. The ASSOCIATION will submit ASSOCIATION notices to the Chief of Police or designee a minimum seven (7) days in advance of posting the notice.

SECTION 7.2

The ASSOCIATION will not place any material on the bulletin boards, provided in Section 7.1, which is derogatory to the CITY or its management.

SECTION 7.3

The CITY agrees to let the ASSOCIATION use the departmental mailboxes and department E-mail for delivery of meeting notices or other ASSOCIATION correspondence, provided that the person placing ASSOCIATION materials into the officers' mailboxes and department E-mail is an ASSOCIATION representative. The ASSOCIATION will submit ASSOCIATION notices to the Chief of Police or designee for approval a minimum seven (7) days in advanced of placing any ASSOCIATION correspondence or material in departmental mailboxes or on department email.

SECTION 7.4

The Chief of Police or designee may make periodic inspections of the bulletin boards and request material be removed. Removal of material shall not be unreasonably denied by the ASSOCIATION.

ARTICLE 8

WORKING OUT OF CLASSIFICATION

SECTION 8.1

Whenever an employee is directed by the Chief of Police or designee to work temporarily at one rank higher, the employee shall receive a stipend of three hundred and twenty dollars (\$320.00) per month while working in that capacity. To qualify for this increase, the employee must work in the higher rank for a period exceeding thirty-four (34) hours. This assignment will apply only to Acting Sergeant from an Officer position.

SECTION 8.2

An employee who temporarily performs work in a lower classification totally different from his normally assigned tasks shall not receive a reduction in pay for this period. Employees who are assigned this temporary duty shall not have the right to refuse to perform the work assigned.

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ARTICLE 9
WORK RULES

SECTION 9.1

If there is any written department policy, procedure or directive in conflict with any section of this contract, this contract shall prevail.

SECTION 9.2

Employees shall be given a minimum of seven (7) calendar days' notice prior to the alteration of their normal work schedule unless in a specialized unit whose functions requires flexible working hours.

SECTION 9.3

If exigent circumstances exist, changes to an employee's normal work schedule can be made on a temporary basis. Temporary assignments shall be limited to twenty-one (21) working days or less; however, may be extended upon mutual agreement by both parties.

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ARTICLE 10

HOURS OF WORK, OVERTIME AND COMPENSATORY TIME

SECTION 10.1

An employee covered by this Agreement shall be paid at one and one-half (1 1/2) times his regular hourly base rate for all hours worked over eighty (80) hours in a 14-day work cycle, with the exception of items covered in Article 10, Section 10.8.

SECTION 10.2

The CITY shall not change an employee's hours of work for the purpose of avoiding overtime pay to the employee. The CITY shall not payout in compensatory time in lieu of paying overtime except in accordance with Section 10.8. The CITY retains the sole right to determine and re-determine from time-to-time the starting and quitting time and the number of hours worked.

SECTION 10.3

For the purposes of computing overtime, Holiday, Administrative, Vacation and Compensatory Leave will be computed as time worked within each work cycle. Sick leave will not be computed as time worked; however, overtime hours worked in one week shall not be reduced for sick leave taken in the other week of a 14-day work cycle.

SECTION 10.4 - RECALL

If an employee is called back to work from the employee's residence after completion of the employee's regular shift, the employee shall receive a minimum of two and one-half hours (2 1/2) pay at the rate of time and one-half (1 1/2).

SECTION 10.5 - COURT TIME

If an employee attends court during the employee's off-duty time and as a part of the employee's regular duties, the employee will be compensated at a rate of time and one-half (1 1/2) for all hours worked over eighty (80), with a minimum of two and one-half (2 1/2) hours at the straight time rate. All private checks issued to officers will be turned in to Fiscal Management personnel. When attending more than one court hearing or state attorney hearings officers will be compensated at a rate of a minimum of two and one-half (2 1/2) hours at the straight time rate for each hearing in accordance with a two and one-half hour (2 1/2) window between the two hearings.

SECTION 10 (Continued)

SECTION 10.6 - STAND BY PAY

Detectives assigned to the Criminal Investigations Divisions who are required to be on standby duty and who are required to be available for call out at any time during the standby duty period, shall receive one hour pay at time and one-half of the employee's regular rate for each regular work day on such standby status, and two (2) times the employee's regular rate for such standby status on the employees day off, holidays included. In addition, such employee in standby status will be paid the employee's regular rate of pay, for all work performed when called to work from standby status in addition to all other hours worked.

SECTION 10.7 - CLOTHING ALLOWANCE

Officers required to wear plain clothes shall receive an allowance of one hundred-twenty dollars (\$120.00) per month while assigned.

SECTION 10.8 – COMPENSATORY TIME

Law Enforcement Officers may accumulate compensatory time in the following manner:

- A. Training purposes.
- B. Vice operations and other special assignments, where the officers have agreed prior to the assignment to accept compensatory time.
- C. Officers may request compensatory time in lieu of overtime.

Compensatory time shall be permitted to use such time off within a "reasonable period" after making the request, if such use does not "unduly disrupt" the operations of the agency with the approval of the Chief. Compensatory time accumulation will be at a rate of time and one-half (1 ½) for all hours worked over eighty (80) hours in a work cycle. Accumulation will not exceed one hundred twenty (120) hours at any one time. Upon termination, the Officer will receive straight time pay for all compensatory time hours accumulated. Officers who have more than one hundred twenty (120) hours on the books will use the excess time within one (1) year at the option of the Police Chief. Any compensatory time over exceed one hundred twenty (120) hours will be converted to pay at 1 1/2 times. 29 CFR §553.25.

SECTION 10.9 – K-9 OFFICER COMPENSATION

Officers assigned to K-9 duty should be compensated for work performed in caring for an assigned K-9 partner residing at their home (e.g. care grooming, feeding, exercise, cleaning of car, etc.) during off-duty time. The ASSOCIATION and the CITY agree that a precise record of canine care time is not possible, due to the admittedly imprecise nature of some of the canine care activity. Therefore, the ASSOCIATION and the CITY agree that officers assigned to K-9 duty shall receive a stipend of four hundred fifty dollars (\$450) (for the care and maintenance of the K-9) per month while assigned to the K-9 Unit.

ARTICLE 11

DISPOSITION OF GRIEVANCES

SECTION 11.1

Any grievance arising between the EMPLOYER and the ASSOCIATION or any employee, involving the interpretation, or application of Agreement, shall be settled in the following manner:

- A. Step 1 – Within ten (10) days after the occurrence of the event giving rise to the grievance, or when the employee or ASSOCIATION becomes aware of the misapplication or misinterpretation of the agreement, the employee with or without the assistance of the ASSOCIATION Representative, shall reduce the grievance to writing, on a form agreed upon by the Employer and ASSOCIATION, and submit the grievance to the employee's immediate supervisor. The grievance shall state the following:
 1. Article violated;
 2. A complete statement of the grievance; and,
 3. Remedy or correction requested, signed by the aggrieved employee and the ASSOCIATION Representative.
- B. Step 2 – If the grievance is not resolved in Step 1; then within five (5) days following the receipt of the supervisor's decision or failure to respond as provided in Step 1, the employee shall submit the written grievance to the Shift Commander. The Shift Commander may discuss the grievance with the aggrieved employee or ASSOCIATION Representative, and shall respond in writing with a decision with ten (10) days of receipt of the grievance.
- C. Step 3 – If the grievance is not resolved in Step 2; then within five (5) days following the receipt of the Shift Commander's decision or failure to respond as provided in Step 2, the employee shall submit the written grievance to the Chief of Police or designee. Chief of Police or designee shall respond in writing with a decision within twenty (20) days of receipt of the grievance.
- D. Step 4 – If the grievance is not resolved in Step 3; then within ten (10) days following the receipt of the Chief of Police or designee's decision or failure to respond as provided in Step 3, the employee shall submit the written grievance to the City Manager or designee. The City Manager or designee shall respond in writing with a decision within twenty (20) days of receipt of the grievance.
- E. Step 5 – If the grievance is not resolved in Step 4; then within ten (10) days of the City Manager's decision or failure to respond as provided in Step 4, either the CITY or the ASSOCIATION may request the grievance be submitted to arbitration.
 1. Within thirty (30) days from the written request of either party for arbitration, the parties shall try to collectively select an impartial arbitrator. If the parties are unable or fail to agree upon an arbitrator during this time period, either party may, with written notice to the other request the Federal Mediation and Conciliation or similar Service to submit a list of seven (7) arbitrators, the grieving party and the CITY will then alternate the striking of three (3) names each and the remaining name will be the selected arbitrator. The arbitrator's decision in this manner, if made in accordance with this contract and the applicable State and Federal Laws and Judicial Interpretations, shall be final and binding on the parties.

2. The fees and expenses of the impartial arbitrator shall be paid by the losing party. All other expenses in connection with the presentation of the matter to the arbitrator shall be borne by the party incurring them. The arbitrator shall have no power to add to, subtract from, disregard, or modify the terms of the Agreement, nor shall his decision have the effect of altering the Agreement. The arbitrator's ruling shall be confined to the specific Article violated as stated in the grievance.

F. Time limits set in this Article shall not include Saturday's, Sunday's or paid holidays.

G. Nothing herein shall preclude the earliest settlement of any grievance directly by Agreement between representatives of the EMPLOYER and the ASSOCIATION.

H. In lieu of the grievance process provided herein, employees grieving a suspension, demotion, or dismissal, may elect to use the City's Civil Service Appeals process. Employees elect to use either process to the abandonment of the other.

I. A grievance not advanced to the higher step within the time limits provided shall be deemed permanently withdrawn as having been settled on the basis of the decision most recently given. Failure on the part of the City's representative to render a decision within the time limits set forth in any step shall entitle the employee to proceed to the next step.

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ARTICLE 12

SAFETY AND HEALTH

SECTION 12.1

The CITY agrees that it will conform to and comply with all laws as to safety, health, sanitation and working conditions. The CITY and the ASSOCIATION will cooperate in the continuing objective of eliminating safety and health hazards where they are shown to exist.

SECTION 12.2

Protective devices, wearing apparel, and other equipment necessary to protect employees from injury shall be provided by the CITY, at no cost to the employee, in accordance with established safety practices. Such practices may be improved from time-to-time by the CITY upon recommendations from the CITY and or the ASSOCIATION.

SECTION 12.3

Protective body armor (at current Protective Level 2) shall be provided such that it is rated by the National Institute of Justice Ballistic Resistance of Police Body Armor. At the employee's option, the employee may upgrade the protective level to 3A. The CITY will initially pay full cost of the upgraded body armor and subsequently charge the employee cost of the upgrade.

SECTION 12.4

Once a member provides notification to the CITY from a qualified physician of the member's pregnancy and the need for restricted duty, upon request, the CITY shall make every effort to place the member on an administrative assignment.

SECTION 12.5

The CITY agrees that any bargaining unit employee injured on the job shall be paid his full day's wages for the day of the accident and not charged any leave time if his treating physician advises that he could not or should not return to work that day.

ARTICLE 13

SENIORITY

SECTION 13.1 – CITYWIDE SENIORITY

Citywide seniority is defined as the length of employment with the CITY. Such seniority shall be acquired by full-time employees after completion of a probationary period at which time seniority shall be retroactive to the first day of employment.

SECTION 13.2 – DEPARTMENTAL SENIORITY

Department seniority is defined as the length of continuous employment within the Police Department. Departmental seniority shall accrue as of the first day of employment or transfer into the department.

SECTION 13.3 - CLASSIFICATION SENIORITY

Classification seniority is defined as the length of employment within a particular classification. Seniority shall accumulate during absences because of illness, injury, vacation or other authorized leave.

SECTION 13.4

Seniority will be lost when an employee:

- A. Terminates voluntarily;
- B. Is discharged for cause;
- C. Exceeds an authorized leave of absence, unless leave is extended by the City Manager;
- D. Fails to return from recall within three (3) days after given notice by the CITY, by certified mail, to return to work.

SECTION 13.5

When conflicts arise in scheduling of vacation or compensatory time off, the employee with the greatest departmental seniority shall be given first consideration provided the request was submitted in writing on the same day.

ARTICLE 14

REDUCTION IN FORCE

SECTION 14.1

Should a reduction in the EMPLOYER's work force become necessary, terminations by force reduction, hereinafter referred to as lay-off, and shall be accomplished in the following manner:

- A. Lay-off shall be by classification within the Department.
 - 1. Upon establishing the number of employees to be laid off within a classification in the Department, the EMPLOYER shall lay-off in accordance with qualifications which reflect quality and quantity of work, work habits, and classification and Departmental seniority.
- B. No regular employee shall be laid off while there are emergency, temporary, part-time or probationary employees serving in the same classification within the Department.
- C. The laid off employee shall have the right to bump into a lower classification within the Department. This will also be based upon his qualifications and ability to do the work.
- D. The laid off employee shall have the right to utilize his City seniority as defined in this Agreement, to bump into an existing position, previously held by the employee in a lower or equal classification. This bumping right shall be contingent upon the employee's qualifications and current ability to perform the work of the position. For the purposes of this Article, position is defined as a classification within the Department.
- E. The CITY will make available to the ASSOCIATION annually a Seniority List of Bargaining Unit Members.
- F. The CITY will maintain a list of bargaining unit employees who were laid off by the CITY for twelve (12) months from their layoff date. The CITY will not hire any new employees for the positions shown on such layoff list without first notifying these laid off employee(s) of such job openings and offering the open position to them if they are currently qualified. Should the employee reject or accept a position other than a sworn officer's position, this action shall not disqualify the employee from the layoff list. The CITY shall notify the qualified laid off employee(s) of such open position(s) by regular mail. USPS postage prepaid, at their last known address on file with the CITY. The laid off employee(s) shall have ten (10) calendar days from the date such notice was mailed to notify the CITY in writing they are interested in and will accept the position.

ARTICLE 15

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ARTICLE 16

INSURANCE

SECTION 16.1

At the beginning of each fiscal year, October 1, bargaining unit members electing the City's Basic Health Plan BCBS Medical Plan 3559 or the "Buy-Up" Plan BCBS Medical Plan 0727 shall be required to pay the CITY approved amount for employee only coverage. Currently, the City agrees to pay 91.25% and the employee will pay 8.75% for employee only coverage. If the bargaining unit member elects dependent coverage under either medical plan, the CITY agrees to pay at least 50% of the cost of all premiums. Any additional expenses incurred for improved coverage under any Buy-Up Plan shall be paid by the Bargaining Unit member.

- A. The CITY will furnish life insurance coverage in the amount of \$20,000 for all full-time regular Bargaining Unit members.
- B. Any anticipated changes during the life of this Contract are subject to negotiations prior to implementation.
- C. The CITY may establish an insurance committee to evaluate and select an insurance plan for FY ~~2018~~ 2020. If a committee is established, the CITY shall provide ~~IUPA~~ PBA with the opportunity to appoint a member to serve on this committee.

ARTICLE 17

CHECKOFF

SECTION 17.1

The CITY agrees to deduct every two weeks from the earnings of the employees who have so authorized in writing, membership dues and initiation fees, benefit charges and remit same to the ASSOCIATION in an amount certified by the ASSOCIATION for 26 bi-weekly deductions. Such authorization to be valid shall conform to applicable State and Federal Laws.

SECTION 17.2

An employee may revoke his authorization for deduction of dues, provided the employee gives thirty (30) days written notice to the ASSOCIATION and the CITY by registered mail. Dues revocation shall be processed through the ASSOCIATION.

SECTION 17.3

No deductions shall be made from the pay of an employee during any payroll period in which the employee's net earnings are less than the amount of the dues to be checked off. Net earnings shall mean the amount due an employee after all required deductions, i.e.: Federal Taxes, F.I.C.A., Social Security, Pension, Credit Union, Health and Life Insurance Premiums.

SECTION 17.4

The ASSOCIATION shall indemnify the CITY and hold it harmless against any and all suits, claims, demands and liabilities which arise out of or by reason of any action taken or not taken by the CITY to comply with the provisions of this Article.

ARTICLE 18

UNION REPRESENTATION

SECTION 18.1

A written list of the ASSOCIATION Representatives shall be furnished to the CITY prior to the effective date of their assuming duties of office. The ASSOCIATION shall notify the CITY promptly of any changes of such ASSOCIATION representatives.

SECTION 18.2

The following sections outline the duties and responsibilities of representatives in performance of their functions as recognized ASSOCIATION representatives. In those cases which cannot be resolved otherwise, ASSOCIATION representatives shall be granted reasonable time off during working hours to investigate and settle grievances on the job site which is within their jurisdiction, upon notifying and securing the approval of their immediate supervisor, taken from the time pool. Productivity loss must be minimized. ASSOCIATION representatives shall not investigate, present or adjust grievances or disputes on premium time. Upon returning to his work assignment, each ASSOCIATION representative shall report to his immediate supervisor unless prior consent not to do so has been secured.

SECTION 18.3

It is agreed that all ASSOCIATION representatives have productive work to perform as assigned by the CITY. The parties agree that each will cooperate with the other in reducing to a minimum the actual time spent by the ASSOCIATION representatives in investigating, representing members in internal Bill of Rights Interview, presenting and adjusting grievances or disputes. Solicitation of membership shall not be engaged in during working hours. No general ASSOCIATION Membership meeting shall be held on CITY's time.

SECTION 18.4

ASSOCIATION representatives are subject to all CITY rules regarding the conduct of employees of the CITY.

SECTION 18.5

Upon request of the ASSOCIATION, employees may be granted leave with pay (if taken from the time pool), when reasonable, for ASSOCIATION business with the approval of the Chief of Police_or designee.

SECTION 18 (continued)

SECTION 18.6

Any Bargaining Unit employee being disciplined shall be advised of their rights to representation.

SECTION 18.7

The CITY and the ASSOCIATION agree to the creation of an Association Time Pool. It shall be the responsibility of the ASSOCIATION to supply to the CITY an ASSOCIATION Time Pool Authorization form which includes the name of the employee and the hours of vacation time or compensatory time donated by the employee to the pool. The form must be signed by the employee donating time. Time donations may be made up to two (2) times per calendar year with reasonable notice given to the CITY and shall be in increments of not less than two (2) hours nor more than forty-eight (48) hours. Time Pool hours may be drawn at the written discretion of the ASSOCIATION President or his designee in increments of at least one (1) hour.

Charges against the Time Pool will be kept by the Police Department and the ASSOCIATION. An ASSOCIATION representative may be granted pool time to attend public budget hearings, City Commission Hearings or resolution of impasse hearings before the City Commission. The Time Pool may also be used by the ASSOCIATION to attend State Board Meetings of the ~~International Union of Police Associations~~ Coastal Florida Police Benevolent Association or seminars sponsored by the ASSOCIATION or to contribute to a sick or injured employee in accordance to Section 18.8.

The use of the Time Pool shall be handled in the same manner as Vacation requests. The ASSOCIATION and CITY agree that this Time Pool will not be used if it creates any minimum staffing problems or limits the conducting of department business as noted at the discretion of the Chief of Police or his designee. Should the ASSOCIATION Time Pool become depleted, anyone engaging in ASSOCIATION activities during his working hours shall do so without pay, unless otherwise agreed to or provided for in the Agreement.

SECTION 18.8

The CITY agrees to allow any member to contribute vacation or compensatory time, or any combination thereof, to another sick or injured employee of the Police Department. The sick or injured employee must have exhausted all other leave before receiving any contribution and may accept and use up to 240 hours of contributed time in a fiscal year.

ARTICLE 19

FIELD TRAINING OFFICER (F.T.O.)

SECTION 19.1

The CITY agrees to compensate officers designated as a F.T.O. one and one-half (1 1/2) hours of overtime for every day the F.T.O. is assigned a trainee.

SECTION 19.2

The F.T.O. shall have one (1) (Private First Class type) stripe attached to the uniform sleeves to signify his/her position

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ARTICLE 20

SPECIALIZED UNITS

SECTION 20.1

Specialized Units, to include Detectives, Crime Prevention, Training, and Recruiting shall receive a pay allowance of three hundred and twenty dollars (\$320.00) per month. Bargaining unit members designated as Training Instructors and shall conduct Departmental and inter-Departmental trainings as designated by the Chief of Police, or designee. The CITY agrees to compensate these Training Instructors via a monthly pay allowance of three hundred and twenty dollars (\$320.00) per month when training for eight (8) hours or more in a month. This pay allowance is provided only when the bargaining unit member conducts eight (8) or more hours of training in a month.

DRAFT PBA OFFICERS 04162018

ARTICLE 21

DAMAGED PERSONAL PROPERTY

SECTION 21.1

If during the course of official duties an officer has personal property damaged, the CITY will compensate the officer, after proof of purchase or repurchase of the same or similar item, a sum not to exceed three hundred dollars (\$300.00) per incident.

SECTION 21.2

Personal property shall be defined as prescription glasses, contacts, watches, wedding rings or prescription and non-prescription sunglasses. This does not include personal electronic devices, such as laptops, cellular telephones, or other property that has not been authorized to be carried on duty.

- \$100.00 Limit: watches and non-prescription sunglasses.
- \$300.00 Limit: prescription glasses and sunglasses, contacts, and wedding rings.

SECTION 21.3

The CITY will not compensate the officer for damaged personal property if the damage was due to negligence by the officer.

ARTICLE 22

HOLIDAYS

SECTION 22.1

The following days will be observed as holidays for all employees subject to this Agreement: January 1st, Martin Luther King's Birthday, President's Day, Memorial Day, July 4th, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving Day, December 24th and 25th.

SECTION 22.2

Whenever a holiday falls on a Sunday, the following Monday shall be considered a holiday. When a designated holiday falls on a Saturday, the preceding Friday will be observed as a holiday.

SECTION 22.3

Holidays which occur during annual leave shall not be charged against annual leave. An employee who is not on approved leave and fails to report on the day before or the day after a holiday shall not be paid for the holiday, unless excused by Chief of Police or designee.

SECTION 22.4

Any employee who performs work on a recognized holiday shall be compensated at the rate of one and one-half (1 1/2) times his regular rate for all hours worked, if totals over eighty (80) hours in a work cycle.

ARTICLE 23

VACATION LEAVE

SECTION 23.1

- A. All full-time, regular and provisional employees shall be entitled to earn and accrue vacation leave with pay which will be computed from the starting date of employment.
- B. Temporary employees shall not be eligible for vacation leave.
- C. Part-time employees who work twenty-five (25) hours or more per week shall be entitled to accrue leave in proportion to the number of hours worked. An employee who normally works less than twenty-five (25) hours per week shall not be entitled to any vacation leave.
- D. Employees serving a probationary period on an original appointment shall accrue vacation leave in accordance with the provisions of this section. If an employee serving a probationary period on an original appointment leaves the CITY's service without satisfactorily completing the probationary period, he shall not be compensated for any accrued leave.

SECTION 23.2 - RATE AT WHICH LEAVE IS EARNED, ACCUMULATED AND PAID

All regular employees shall accumulate vacation leave as follows:

- | | | |
|----|--|--------------------|
| A. | One (1) year of service but less than five (5): | 96 hours per year |
| B. | Five (5) years of service but less than ten (10): | 112 hours per year |
| C. | Ten (10) years of service and over: | 136 hours per year |
| D. | Fifteen (15) years of continuous service and over: | 160 hours per year |

Earned vacation leave may be accumulated for qualifying full and part-time, regular status employees to a maximum of three hundred and sixty hours. Any hours accumulated over two hundred and forty (240) hours at the close of each fiscal year (September 30) shall automatically (no action by employee will be required) be deducted from the employee's total accumulated vacation leave balance with no compensation being made. The employee will then have a remaining balance of two hundred and forty (240) hours and shall again be eligible to accrue vacation leave up to three hundred and sixty (360) hours over the next fiscal year. Accrual ends when an employee has reached the maximum of three hundred and sixty (360) hours. Employees who separate from the CITY will be paid for all accumulated vacation leave up to three hundred and sixty (360) hours.

Earned vacation leave may be accumulated to a maximum not to exceed three hundred and sixty (360) hours at the close of each fiscal year (September 30). Any accumulation over two hundred and forty (240) hours will

SECTION 23 (Continued)

be considered forfeited and lost at the close of each fiscal year (September 30). Vacation pay will be computed at the employee's base rate of pay.

If an Officer is on a paid administrative leave exceeding 30 days in the final five months of the fiscal year up to September 30, the officer can request to use vacation leave - subject to approval by the Chief of Police and Appointing Authority.

NOTE: Employees shall not earn vacation time when the employee is on a non-paid leave status.

SECTION 23.3 - USE OF VACATION LEAVE

Subsequent to the successful completion of the first six (6) months employment, vacation leave may be taken as earned subject to the approval of the Chief of Police or designee, who shall approve vacation leave so as to meet the operating requirements of the department.

SECTION 23.4

For vacation purposes, reinstated employees are considered new employees.

Annual leave may be granted for the following purposes:

- A. Vacation leave;
- B. Absences for transaction of personal business which cannot be conducted during off-duty hours;
- C. Religious holidays;
- D. Sickness, once sick leave has been exhausted through illness;
- E. Any absences from work not covered by other types of leave provisions established by these rules.

SECTION 23.5 - PAYMENT OF UNUSED VACATION LEAVE

Regular employees who have completed six (6) months or more service shall, upon leaving the CITY's service in good standing, be compensated for vacation leave accrued to the date of separation, but not to exceed three hundred sixty (360) hours.

ARTICLE 24

SICK LEAVE

SECTION 24.1 - RATE AT WHICH SICK LEAVE IS EARNED

All Bargaining Unit employees earn sick leave credits at the rate of one (1) working day per calendar month, or major portion thereof. Any employee who has taken sixteen (16) or more calendar days of sick leave with or without pay in one month shall not earn sick leave for that month.

SECTION 24.2 - REQUEST FOR SICK LEAVE

To receive compensation while absent on sick leave, the employee shall notify their immediate supervisor, division commander or Chief of Police, or designee not less than one (1) hour prior to, the time set for beginning their daily duties. An employee in a unit operating on a twenty-four (24) hour basis must notify the immediate supervisor and/or shift commander within the time limit established by the appropriate department head.

SECTION 24.3 - USE OF SICK LEAVE

Sick leave may be granted for the following purposes:

- A. Personal injury or illness not connected with work.
- B. Pregnancy.
- C. Necessary appointments with physicians or dentists.
- D. Exposure to a contagious disease, which would endanger others.
- E. Illness or injury of a member of the employee's household which requires the personal care and attention of the employee.

SECTION 24.4 - ACCUMULATION OF SICK LEAVE

The maximum number of accumulated sick leave hours shall be unlimited. Sick leave shall not be used within the first thirty-(30) days of employment.

SECTION 24.5 - CERTIFICATION BY A PHYSICIAN

Whenever an employee uses sick leave in excess of two (2) consecutive days, they may be required by the Chief of Police or designee to submit a certificate from a licensed physician.

When it is determined that an employee's request for sick leave is not justified, the value of the absent time may be deducted from the employee's pay or accrued vacation leave.

Claiming sick leave when physically fit shall be cause for disciplinary action and subject to suspension or dismissal.

SECTION 24.6 - UNUSED SICK LEAVE

- A. Employees who leave the CITY's service in good standing and have at least three (3) through nine (9) years of continuous service with the CITY, will receive pay for one-half (1/2) of their accumulated sick leave balance up to a maximum of three hundred and sixty (360) hours.
- B. Employees who leave the CITY's service in good standing and have at least ten (10) or more years of continuous service with the CITY will receive pay for their accumulated sick leave balance up to a maximum of seven hundred and twenty (720) hours.
- C. Employees who do not use all their sick leave because of sickness or disability may use this toward early retirement. At the employee's request for early retirement, the employer shall take the total hours of unused accumulated sick leave; divide this by the hours the employee works per week. This figure shall be the amount of time in weeks that the employee may be absent from the department and continue to draw full pay, provided however, such time shall not exceed seven hundred and twenty (720) hours. The employee who requests and uses unused accumulated sick leave in this manner shall be considered retired when the sick leave time is exhausted. Said request shall be irrevocable.

ARTICLE 25

BEREAVEMENT LEAVE

SECTION 25.1

Police Officers shall be granted up to three (3) days bereavement leave for death in their immediate family, without charge to any other accrued leave time. Immediate family is defined as the employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandfather, grandmother, grandson, granddaughter, great-grand parents, grandparents-in-law, step grandparents, foster parents, and foster children.

For the purpose of funeral flowers, immediate family is defined as the employee's father, mother, son, daughter, husband, wife, stepfather, stepmother, stepson, stepdaughter, grandson, and granddaughter. Maximum amount is not to exceed \$50.00 in US funds (including tax and shipping).

SECTION 25.2

Unless otherwise approved by the Chief of Police or designee bereavement leave shall be used within thirty (30) days of the death of an immediate family member.

ARTICLE 26

DRUG AND ALCOHOL TESTING

SECTION 26.1

The City of Fort Pierce and the ASSOCIATION have a strong and legitimate interest in insuring that employees are fit to perform their duties. Employees must be prepared to react and make decisions quickly in order to insure public safety. The work requires complete mental and physical functioning of employees. The CITY's need to protect the public safety and welfare as well as the welfare and safety of its employees will be aided by achieving and maintaining a drug-free workplace. The CITY agrees that no employee will be disciplined that volunteers that the employee has a substance abuse problem and is requesting or receiving assistance to address such substance abuse problems, if such request or seeking of assistance is made prior to an order to submit to a drug test. The employee requesting assistance shall follow the departments approved leave policy and shall submit to a fitness for duty test, at the CITY's expense, prior to reinstatement.

SECTION 26.2

All employees are prohibited from possessing, consuming, or being under the influence of drugs or intoxicating substances, including alcohol, while on duty. *The term "alcohol" includes distilled spirits, wine, malt beverages, and intoxicating liquors.

SECTION 26.3

Use, possession, sale, solicitation, or transfer of drugs or other illegal substances, or an attempt to perform the foregoing actions at any time, on or off duty, is strictly prohibited. *The term "drugs" shall include, but not be limited to, amphetamines, methamphetamine, cannabinoids, cocaine, phencyclidine (PCP), hallucinogens, methaqualone, opiates, barbiturates, benzodiazepines, synthetic narcotics, designer drugs, or a metabolite of any of the substances listed herein. In addition, the term "drugs" used herein shall include the use of any illegal substance as well as the misuse or abuse of prescribed drugs.

*This would not include any authorized activities by any officer working in an authorized undercover capacity or processing evidence.

SECTION 26.4

The EMPLOYER and the ASSOCIATION mutually agree that the EMPLOYER may require all employees to be tested for alcohol or drug use. As explained more fully below, such testing may be done during annual physical, following any on-duty accident, upon reasonable suspicion, and on a random basis. In addition to the times stated above, the EMPLOYER may test for alcohol/drugs whenever it has good cause to believe that an employee is under the influence of alcohol/drugs while on duty. "Drug test" or "test" means any chemical, biological or physical instrument analysis administered for the purpose of determining the presence or absence of alcohol, a drug or its metabolites, or other illegal substances. At the discretion of the employer, such test may be performed on anyone or combination of the following: urine, blood, hair, saliva, breath, or other

appropriate body specimen. Collection of specimen will be done under medical supervision, at the Employer's direction.

SECTION 26.5

Scheduling for any testing or examination will be during duty hours, at the discretion of the EMPLOYER, and the results will become part of the employee's permanent record. Should the employee refuse to cooperate with the testing, including refusal to submit to the test at the time ordered, such refusal shall result in the employee's immediate discharge from employment.

SECTION 26.6

For purposes of this Article, "reasonable suspicion" drug testing means drug testing based on a belief that an employee is using or has used alcohol or drugs in violation of the Employer's policy, drawn from specific objective and articulated facts and reasonable inferences drawn from those facts. Among other things, such facts and inferences may be based upon, but not limited to:

- A. Observable phenomena while at work, such as direct observation of alcohol or drug use or of the physical symptoms of manifestation of being under the influence of alcohol or a drug.
- B. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance determined by at least two (2) supervisors.
- C. A report of alcohol or drug use, provided by a reliable and credible source, or which has been independently corroborated.
- D. Information that an individual has tampered with an alcohol or drug test during his employment.
- E. Information that an employee has caused, or contributed to, an accident while at work.
- F. Information that an employee has used, possessed, sold, solicited, or transferred drugs or attempted to use, possess, sell, solicit, or transfer drugs.

SECTION 26.7

For random testing, individuals will be selected for testing by a random number generating computer program. Testing will be conducted periodically throughout the year.

No employee will be randomly tested more than three (3) times in a one-year period.

SECTION 26.8

In testing for the presence of alcohol, the Employer shall utilize a generally accepted testing procedure. Should a test substantiate that the employee is under the influence of alcohol while on duty, the employee will be disciplined up to and including discharge in accordance with the Personnel Rules and Regulations.

SECTION 26.9

In testing for the presence of drugs, the Employer will utilize an initial screening procedure such as EMIT. If the initial screening test is positive, a confirmatory test such as the GAS Chromatography/Mass spectrometry (GS/MS) test will be performed. The Employer, in its sole discretion, may request a confirmatory test be performed if the initial screening test is negative. Should a drug test substantiate the use or influence of drugs, the employee shall be immediately discharged.

SECTION 26.10

Within five (5) calendar days after receiving notice of a positive confirmed test result, the employee may submit information to the Employer concerning a legitimate explanation for the confirmed positive test. If the explanation is satisfactory to the Employer, the Employer may, at its discretion, request the sample to be retested. If the results of the retest confirm a legal substance or legal use of a controlled substance, the employee will be returned to work without loss of pay or benefits. An employee who is suspended or discharged due to a positive test result, or who is discharged for refusing to be tested, may appeal to either the Civil Service Board or follow the approved grievance procedure within seven (7) calendar days after the suspension or discharge or the Employer's response in Section 9 of this Article.

SECTION 26.11

No physician-patient relationship is created between an employee and the Employer or any person performing or evaluating a test, solely by the administration of a testing program. The employer or its designee shall have access to employee testing information. If disciplinary actions are brought under or are related to this Article, the Employer or its designee as well as the laboratory, which conducted the test, shall have access to the employee's testing information where the information is relevant to its defense in a civil or administration matter.

SECTION 26.12

This Article does not prevent the Employer from disciplining an employee for any violation of the Personnel Rules and Regulations, operating procedures, or other provision of this Agreement that may occur regardless of whether it is in connection with alcohol and/or drug use or abuse. If the Employer finds that the employee's use of any drug has detrimentally affected its interest, the employee may be subject to disciplinary action up to and including termination.

ARTICLE 27

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DRAFT PBA OFFICERS 04162020

ARTICLE 28

AFFIRMATIVE ACTION

SECTION 28.1

The ASSOCIATION and the CITY agree that an Affirmative Action Program is necessary and important to all employees, the ASSOCIATION and the CITY.

DRAFT PBA OFFICERS 04162020

ARTICLE 29

INTERNAL AND EXTERNAL INVESTIGATIONS

SECTION 29.1

All internal and external investigations, which are included in the provisions of the Police Officer's Bill of Rights, will be conducted in accordance with the most current Police Officer Bill of Rights and other appropriate statutes.

DRAFT PBA OFFICERS 04162020

ARTICLE 30
SEVERABILITY

SECTION 30.1

Should any final decision of any Court of competent jurisdiction affect any practice or provision of this Agreement, only the practice or provision so affected shall become null and void; otherwise, all other provisions or practices under this Agreement shall remain in full force and effect.

DRAFT PBA OFFICERS 04162020

ARTICLE 31

EDUCATIONAL REIMBURSEMENT

SECTION 31.1

The CITY agrees to reimburse employees for tuition costs at the current state rate required in pursuing and achieving college degrees, from a college or university certified by an accreditation entity recognized by the U.S. Department of Education, in the area of Criminal Justice or related field. This reimbursement is based upon the student achieving a grade “C” or better. When the employee successfully completes and is reimbursed for a thirty (30) semester hour block, the employee shall agree to work at least two (2) years beyond this date or reimburse the CITY for any funds expended on tuition. The two (2) years applies to an employee who resigns. Employees in the DROP are not eligible for this program. [This program is subject to funding availability.](#)

SECTION 31.2

Bargaining Unit members who wish to participate in the educational reimbursement program should notify the Chief of Police (or designee) no later than one month prior to the planned course enrollment date. Those who did not make the notification should be left out of the reimbursement program for the upcoming fiscal year.

SECTION 31.3

Educational reimbursement should be limited to fifteen (15) credit hours per calendar year.

ARTICLE 32
RETIREMENT PLAN

SECTION 32.1

The ordinance pertaining to the City of Fort Pierce Retirement and Benefit System will provide for a benefit accrual rate of three percent (3%) for Officers employed by the CITY who are subject to collective bargaining. The member contribution rate for these employees is five and sixteen one-hundredth percent (5.16%) of compensation.

SECTION 32.2

There shall be no increases in member's contribution rates, unless there is a corresponding increase in benefit levels and City contribution rates as agreed to by the parties.

SECTION 32.3

Employees hired after October 1, 2012,

1. Change the vesting period from 5 to 10 years.
2. Capping the 3.0 percent multiplier to maximum ceiling of 75 percent. The first 25 years of service covers the 75 percent with an annual maximum pension payment not exceed \$100,000.
3. Overtime hours used in the calculation of pension benefits are capped at three hundred (300) hours. The first three hundred (300) hours in a fiscal year.
4. Accrued unused vacation and sick cannot be used in the calculation of pension benefits.

Current unit members hired prior to October 1, 2012:

A. Overtime

1. All overtime earned but unused as of the effective date of this Agreement shall be included as compensation for pension purposes.
2. After the effective date of this Agreement, the maximum overtime hours shall be three hundred (300) hours; unless the statutory restriction is amended or struck, in which case the parties shall meet to negotiate the same or different calculated amount.

SECTION 32.3 (Continued)

B. Sick Leave and Vacation Time

1. All accrued and unused sick leave, up to seven hundred twenty (720) hours, and vacation time, up to three hundred sixty (360) hours, as of the effective date of this Agreement shall be included as compensation for pension purposes.
2. Sick leave and vacation time accrued after the effective date of this Agreement (October 1, 2012) shall not be counted as compensation for pension purposes, unless the statutory restriction is amended or struck, in which case the parties shall meet to negotiate the same or different calculated amounts. However, as in the example above, all accrued unused sick and vacation hours up to the maximum as established at the effective date of this Agreement shall be included as compensation for pension purposes.
3. The CITY shall calculate the amount of unused overtime, sick leave, and vacation time as of September 30, 2012, for each unit member and the CITY shall so notify the unit member, as well as, document the figures in the unit member's personnel file. –

SECTION 32.4

The annual maximum pension payment for a bargaining unit member shall not exceed \$100,000.00. This cap shall not include or apply to the supplemental 185 Retirement Fund.

SECTION 32.5

Change the vesting period from 10 years to 5 years effective November 5, 2018.

ARTICLE 33

WAGES

SECTION 33.1

For the CITY'S Fiscal Year 2018, a step pay scale for bargaining unit members is established as provided in Addendum A, which is incorporated herein.

Pay steps shall be calculated as of October 1, 2019 during the contract period.

The CITY shall provide a total of a three (3%) percent ~~four and one half (4 ½) percent~~ increase to the bargaining unit's over-all Step Plan. The employees' pay increase shall be calculated on the adjusted Step Plan. The employees pay increases shall be retroactive and relate back to the effective date of October 1, ~~2018~~ 2019. The existing Step Plan consists of eleven (11) Steps. Eligibility for current steps shall be defined as follows: officers will remain in their current step from the previous year.

Officers in Step 15 of the previous Step Plan shall be eligible for a three percent (3%) ~~four and one half (4 ½)~~ percent raise.

Future step advancements shall be subject to successor negotiations between the parties.

For the purposes of calculating years of service, only time in grade as a certified police officer employed with the CITY shall be used.

Pay (wage) Increases will only be awarded to employees who were employed and on the payroll on 10/01/2019 and are currently working. ~~and~~ Retroactive Pay shall only be awarded to unit members currently employed at the time the contract is approved by the CITY and implemented (paid) by payroll.

Newly hired employees with experience as a law enforcement officer may be advanced up to Step 4 in the pay plan.

SECTION 33.2 – Incentive Pay

Specialized Units, to include Detectives, Crime Prevention Officers, Training Officer, Armorer, Traffic Officer and Recruiting Officer shall receive a stipend of three hundred and twenty dollars (\$320.00) per month. Employees may only receive one Specialized Unit stipend. However, employees may receive their Specialized Unit stipend and any additional compensation authorized by this Agreement and applicable law if acting in the capacity of an Acting Sergeant or as a Trainer Instructor as outlined in Articles 8 and 20 of this Agreement.

SECTION 33.3 - HOUSING ALLOWANCE

All officers living within the City of Fort Pierce in service years one through ten (1-10) are eligible to receive a housing allowance of three thousand dollars \$3000 per year or two hundred fifty dollars (\$250) per month, as funding permits. Officers must notify HR of any address changes within seven (7) days.

SECTION 33.4 EMERGENCY PAY

In the case of declared emergency, the rate of pay shall follow the City of Fort Pierce Emergency Pay Policies. The emergency pay provision policy will be presented to union representatives in person or via email by June 30 of each year unless extended by mutual agreement and will be in effect only for a period of one year.

DRAFT PBA OFFICERS 04162020

Addendum A-PBA

STEP PLAN	<u>4.5% Across the Board</u>	<u>3% Across the Board</u>
STEPS		
N/C	<u>\$31,200</u>	<u>\$35,000</u>
1	<u>\$44,728</u>	<u>\$46,070</u>
2	<u>\$45,861</u>	<u>\$47,237</u>
3	<u>\$47,069</u>	<u>\$48,481</u>
4	<u>\$48,864</u>	<u>\$50,330</u>
5	<u>\$51,943</u>	<u>\$53,501</u>
6	<u>\$53,720</u>	<u>\$55,332</u>
7	<u>\$55,499</u>	<u>\$57,164</u>
8	<u>\$59,054</u>	<u>\$60,826</u>
9	<u>\$60,833</u>	<u>\$62,658</u>
10	<u>\$64,388</u>	<u>\$66,320</u>
11	<u>4.5%</u>	<u>3%</u>
12	<u>4.5%</u>	<u>3%</u>
13	<u>4.5%</u>	<u>3%</u>
14	<u>4.5%</u>	<u>3%</u>
15+	<u>4.5%</u>	<u>3%</u>

NC=Non-Certified

COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE
CITY OF FORT PIERCE
AND THE
COASTAL FLORIDA POLICE BENEVOLENT
ASSOCIATION
(Police Officer Unit)

October 1, 2019 to September 30, 2022

Ratified: 04/24/2020

Approved: 05/04/2020

COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE
CITY OF FORT PIERCE
AND THE
COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION
(POLICE OFFICER UNIT)

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ARTICLE 1

PREAMBLE

SECTION 1.1

In accordance with the State of Florida Public Employees Collective Bargaining Statute and the City of Fort Pierce, this Agreement is entered into by and between the CITY OF FORT PIERCE, a municipal corporation in the State of Florida, hereinafter referred to as the "**EMPLOYER**" or the "**CITY**", and, COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATIONS hereinafter referred to as the **ASSOCIATION** and/or the "**EMPLOYEE(S)**." This labor Agreement is applicable to all Police Department employees who are members in the job classification in the unit designated by the Florida Public Employee Relations Commission in Certification #1706.

SECTION 1.2

The purpose of this Agreement is to promote and maintain harmonious and cooperative relationships between the EMPLOYER and the EMPLOYEES, both individually and collectively, to provide an orderly and peaceful means for resolving differences which arise concerning the interpretation or application of this Agreement, and to set forth herein the basic and entire Agreement between the parties in the determination of wages, hours, terms and conditions of employment.

SECTION 1.3

The use of masculine pronouns in this Agreement is only for the convenience of expression, and such pronouns refer to all employees covered by this Agreement, regardless of gender.

SECTION 1.4

There shall be no individual arrangements contrary to the terms herein provided.

ARTICLE 2
RECOGNITION

SECTION 2.1

The CITY OF FORT PIERCE hereby recognizes the COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION as the sole and exclusive bargaining agent for the job classification in the unit designated by the Florida Public Employees Relations Commission in Certification #1706, as amended, excluding all other employees.

SECTION 2.2

For the purpose of this Agreement, the terms Bargaining Unit employees, Officer, member and employee shall be synonymous.

ARTICLE 3
SUBCONTRACTING

SECTION 3.1

Subcontracting shall mean for the purpose of this contract, work which will be contracted out by the CITY to another agency, person, company, group, etc., which results in the direct displacement (lay-off) of bargaining unit employees.

SECTION 3.2

The EMPLOYER reserves the right to subcontract work while recognizing the ASSOCIATION'S obligation to represent regular unit employees' jobs who are presently employed. Should subcontracting occur, which displaces regular unit employees currently on the payroll, the EMPLOYER agrees to notify the ASSOCIATION when the request to subcontract is put on the City Commission agenda, without waiver of either parties' rights under the law.

ARTICLE 4
EMPLOYEE RIGHTS

SECTION 4.1

The CITY agrees not to interfere with the right of any eligible employee to become a member of the ASSOCIATION, to withdraw from membership from the ASSOCIATION, or to refrain from becoming a member of the ASSOCIATION or exercising his rights as an ASSOCIATION member.

SECTION 4.2

There shall be no discrimination against any employee by reason of race, creed, color, age, physical handicap, national origin, sex, religious beliefs or ASSOCIATION membership or activity, or lack of ASSOCIATION membership or activity.

SECTION 4.3

This Agreement shall not foreclose any employee covered by this Agreement from pursuing any right or remedy without representation of the ASSOCIATION. Further, nothing contained in this Agreement shall foreclose any employee from discussing a non-contract problem directly with his supervisor or other departmental official without the intervention of the ASSOCIATION, provided that the immediate supervisor or other departmental official agrees to discuss and/or attempt to resolve the matter outside the formal grievance procedure.

ARTICLE 5

MANAGEMENT RIGHTS

SECTION 5.1

Except as expressly provided for in this Agreement, the CITY retains the sole right to determine and from time to time to re-determine how to manage its operations and direct the working force, including the rights to decide the scope of service to be performed, the method of service, the size and composition of work force; to contract and subcontract existing and future work; to determine whether and to what extent the work required in its operations or job, shall be performed by employees covered by this Agreement; to maintain order and efficiency in its work locations; to curtail or discontinue temporarily or permanently, in whole or in part, operations whenever in the opinion of the CITY's good business judgment makes such curtailment or discontinuance advisable to hire, layoff, assign, transfer, classify and reclassify, promote and determine the qualification of employees.

SECTION 5.2

The CITY retains the sole right to discipline, suspend, and discharge employees for just cause, including violations of any of the terms of this Agreement. During an emergency, the rights of employees under Article 11 shall be suspended. Upon termination of the emergency status, employees shall have the right to grieve discipline, suspension and discharge at Step 1 through Step 4.

SECTION 5.3

The exercise of the above rights in Section 5.1 and 5.2 does not preclude employees or their representative from conferring or raising questions or demanding to negotiate a change in terms and conditions of employment about the practical consequences that decisions on these matters may have on terms and conditions of employment.

SECTION 5.4

The above rights of the CITY in Sections 5.1 and 5.2 are not all-inclusive but indicate the type of matters or rights which belong to and are inherent to the CITY in its capacity as management of the City of Fort Pierce.

SECTION 5.5

If the CITY determines that a civil emergency condition exists, including, but not limited to riots, civil disorders, hurricane conditions or similar catastrophes, the provisions of this Agreement may be suspended during the time of the declared emergency. All pay provisions, and Section 5.2 will continue in case of emergency.

ARTICLE 6

NO STRIKES AND LOCKOUTS

SECTION 6.1

There will be no strikes, work stoppages, picketing in furtherance of a work stoppage, slow-downs, boycotts or concerted failure or refusal to perform assigned work by the employees or the ASSOCIATION and there shall be no lockouts by the CITY for the duration of this Agreement. The ASSOCIATION supports the CITY fully in maintaining normal operations. It is recognized by the parties that the CITY is responsible for and engaged in activities, which are the basis of the health and welfare of the citizens, that any violation of this section could give rise to irreparable damage to the CITY and to the public at large. Accordingly, it is understood and agreed that in the event of any violation of this section, the CITY shall be entitled to seek and obtain immediate injunctive relief. Provided~~;~~ however, it is agreed that the ASSOCIATION shall not be responsible for any act alleged to constitute a breach of this section if neither the ASSOCIATION nor any of its officers instigated, authorized, condoned, sanctioned or ratified such action, and further, that the ASSOCIATION and its officers have used every possible means to prevent or terminate such action.

SECTION 6.2

Employees shall be required to cross picket lines to perform their duties regardless of which labor organization or group is conducting the picketing.

SECTION 6.3

Any employee who participates in a strike shall not be entitled to any daily pay, wages or any other benefits for the day(s) during their participation in the strike. Any employee who is investigated and found to have unlawfully participated in a strike may be subject to discipline, up to and including termination.

ARTICLE 7

BULLETIN BOARDS AND MAILBOXES

SECTION 7.1

The CITY agrees to furnish bulletin board space solely for the use of the ASSOCIATION at the station and substations. All ASSOCIATION notices will be approved and signed by an ASSOCIATION representative prior to posting. The ASSOCIATION will submit ASSOCIATION notices to the Chief of Police or designee a minimum seven (7) days in advance of posting the notice.

SECTION 7.2

The ASSOCIATION will not place any material on the bulletin boards, provided in Section 7.1, which is derogatory to the CITY or its management.

SECTION 7.3

The CITY agrees to let the ASSOCIATION use the departmental mailboxes and department E-mail for delivery of meeting notices or other ASSOCIATION correspondence, provided that the person placing ASSOCIATION materials into the officers' mailboxes and department E-mail is an ASSOCIATION representative. The ASSOCIATION will submit ASSOCIATION notices to the Chief of Police or designee for approval a minimum seven (7) days in advanced of placing any ASSOCIATION correspondence or material in departmental mailboxes or on department email.

SECTION 7.4

The Chief of Police or designee may make periodic inspections of the bulletin boards and request material be removed. Removal of material shall not be unreasonably denied by the ASSOCIATION.

ARTICLE 8

WORKING OUT OF CLASSIFICATION

SECTION 8.1

Whenever an employee is directed by the Chief of Police or designee to work temporarily at one rank higher, the employee shall receive a stipend of three hundred and twenty dollars (\$320.00) per month while working in that capacity. To qualify for this increase, the employee must work in the higher rank for a period exceeding thirty-four (34) hours. This assignment will apply only to Acting Sergeant from an Officer position.

SECTION 8.2

An employee who temporarily performs work in a lower classification totally different from his normally assigned tasks shall not receive a reduction in pay for this period. Employees who are assigned this temporary duty shall not have the right to refuse to perform the work assigned.

ARTICLE 9
WORK RULES

SECTION 9.1

If there is any written department policy, procedure or directive in conflict with any section of this contract, this contract shall prevail.

SECTION 9.2

Employees shall be given a minimum of seven (7) calendar days' notice prior to the alteration of their normal work schedule unless in a specialized unit whose functions requires flexible working hours.

SECTION 9.3

If exigent circumstances exist, changes to an employee's normal work schedule can be made on a temporary basis. Temporary assignments shall be limited to twenty-one (21) working days or less; however, may be extended upon mutual agreement by both parties.

ARTICLE 10

HOURS OF WORK, OVERTIME AND COMPENSATORY TIME

SECTION 10.1

An employee covered by this Agreement shall be paid at one and one-half (1 1/2) times his regular hourly base rate for all hours worked over eighty (80) hours in a fourteen (14) day work cycle, with the exception of items covered in Article 10, Section 10.8.

SECTION 10.2

The CITY shall not change an employee's hours of work for the purpose of avoiding overtime pay to the employee. The CITY shall not payout in compensatory time in lieu of paying overtime except in accordance with Section 10.8. The CITY retains the sole right to determine and re-determine from time-to-time the starting and quitting time and the number of hours worked.

SECTION 10.3

For the purposes of computing overtime, Holiday, Administrative, Vacation and Compensatory Leave will be computed as time worked within each work cycle. Sick leave will not be computed as time worked; however, overtime hours worked in one week shall not be reduced for sick leave taken in the other week of a fourteen (14) day work cycle.

SECTION 10.4 - RECALL

If an employee is called back to work from the employee's residence after completion of the employee's regular shift, the employee shall receive a minimum of two and one-half hours (2 1/2) pay at the rate of time and one-half (1 1/2).

SECTION 10.5 - COURT TIME

If an employee attends court during the employee's off-duty time and as a part of the employee's regular duties, the employee will be compensated at a rate of time and one-half (1 1/2) for all hours worked over eighty (80), with a minimum of two and one-half (2 1/2) hours at the straight time rate. All private checks issued to officers will be turned in to Fiscal Management personnel. When attending more than one court hearing or state attorney hearings officers will be compensated at a rate of a minimum of two and one-half (2 1/2) hours at the straight time rate for each hearing in accordance with a two and one-half hour (2 1/2) window between the two hearings.

SECTION 10 (Continued)

SECTION 10.6 - STAND BY PAY

Detectives assigned to the Criminal Investigations Divisions who are required to be on standby duty and who are required to be available for call out at any time during the standby duty period, shall receive one hour pay at time and one-half of the employee's regular rate for each regular work day on such standby status, and two (2) times the employee's regular rate for such standby status on the employees day off, holidays included. In addition, such employee in standby status will be paid the employee's regular rate of pay, for all work performed when called to work from standby status in addition to all other hours worked.

SECTION 10.7 - CLOTHING ALLOWANCE

Officers required to wear plain clothes shall receive an allowance of one hundred-twenty dollars (\$120.00) per month while assigned.

SECTION 10.8 – COMPENSATORY TIME

Law Enforcement Officers may accumulate compensatory time in the following manner:

- A. Training purposes.
- B. Vice operations and other special assignments, where the officers have agreed prior to the assignment to accept compensatory time.
- C. Officers may request compensatory time in lieu of overtime.

Officers shall be permitted to use Compensatory time within a "reasonable period" after making the request, if such use does not "unduly disrupt" the operations of the agency with the approval of the Chief. Compensatory time accumulation will be at a rate of time and one-half (1 ½) for all hours worked over eighty (80) hours in a work cycle. Accumulation will not exceed one hundred twenty (120) hours at any one time. Upon termination, the Officer will receive straight time pay for all compensatory time hours accumulated. Officers who have more than one hundred twenty (120) hours on the books will use the excess time within one (1) year at the option of the Police Chief. Any compensatory time that exceeds one hundred twenty (120) hours will be converted to pay at 1 1/2 times. 29 CFR §553.25.

SECTION 10.9 – K-9 OFFICER COMPENSATION

Officers assigned to K-9 duty should be compensated for work performed in caring for an assigned K-9 partner residing at their home (e.g. care grooming, feeding, exercise, cleaning of car, etc.) during off-duty time. The ASSOCIATION and the CITY agree that a precise record of canine care time is not possible, due to the admittedly imprecise nature of some of the canine care activity. Therefore, the ASSOCIATION and the CITY agree that officers assigned to K-9 duty shall receive a stipend of four hundred fifty dollars (\$450) (for the care and maintenance of the K-9) per month while assigned to the K-9 Unit.

ARTICLE 11

DISPOSITION OF GRIEVANCES

SECTION 11.1

Any grievance arising between the EMPLOYER and the ASSOCIATION or any employee, involving the interpretation, or application of Agreement, shall be settled in the following manner:

- A. Step 1 – Within ten (10) days after the occurrence of the event giving rise to the grievance, or when the employee or ASSOCIATION becomes aware of the misapplication or misinterpretation of the agreement, the employee with or without the assistance of the ASSOCIATION Representative, shall reduce the grievance to writing, on a form agreed upon by the Employer and ASSOCIATION, and submit the grievance to the employee's immediate supervisor. The grievance shall state the following:
 1. Article violated;
 2. A complete statement of the grievance; and,
 3. Remedy or correction requested, signed by the aggrieved employee and the ASSOCIATION Representative.
- B. Step 2 – If the grievance is not resolved in Step 1; then within five (5) days following the receipt of the supervisor's decision or failure to respond as provided in Step 1, the employee shall submit the written grievance to the Shift Commander. The Shift Commander may discuss the grievance with the aggrieved employee or ASSOCIATION Representative, and shall respond in writing with a decision within ten (10) days of receipt of the grievance.
- C. Step 3 – If the grievance is not resolved in Step 2; then within five (5) days following the receipt of the Shift Commander's decision or failure to respond as provided in Step 2, the employee shall submit the written grievance to the Chief of Police or designee. Chief of Police or designee shall respond in writing with a decision within twenty (20) days of receipt of the grievance.
- D. Step 4 – If the grievance is not resolved in Step 3; then within ten (10) days following the receipt of the Chief of Police or designee's decision or failure to respond as provided in Step 3, the employee shall submit the written grievance to the City Manager or designee. The City Manager or designee shall respond in writing with a decision within twenty (20) days of receipt of the grievance.
- E. Step 5 – If the grievance is not resolved in Step 4; then within ten (10) days of the City Manager's decision or failure to respond as provided in Step 4, either the CITY or the ASSOCIATION may request the grievance be submitted to arbitration.
 1. Within thirty (30) days from the written request of either party for arbitration, the parties shall try to collectively select an impartial arbitrator. If the parties are unable or fail to agree upon an arbitrator during this time period, either party may, with written notice to the other request the Federal Mediation and Conciliation or similar Service to submit a list of seven (7) arbitrators, the grieving party and the CITY will then alternate the striking of three (3) names each and the remaining name will be the selected arbitrator. The arbitrator's decision in this manner, if made in accordance with this contract and the applicable State and Federal Laws and Judicial Interpretations, shall be final and binding on the parties.

SECTION 11 (Continued)

2. The fees and expenses of the impartial arbitrator shall be paid by the losing party. All other expenses in connection with the presentation of the matter to the arbitrator shall be borne by the party incurring them. The arbitrator shall have no power to add to, subtract from, disregard, or modify the terms of the Agreement, nor shall his decision have the effect of altering the Agreement. The arbitrator's ruling shall be confined to the specific Article violated as stated in the grievance.
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- F. Time limits set in this Article shall not include Saturday, Sunday or paid holidays.
 - G. Nothing herein shall preclude the earliest settlement of any grievance directly by Agreement between representatives of the EMPLOYER and the ASSOCIATION.
 - H. In lieu of the grievance process provided herein, employees grieving a suspension, demotion, or dismissal, may elect to use the City's Civil Service Appeals process. Employees elect to use either process to the abandonment of the other.
 - I. A grievance not advanced to the higher step within the time limits provided shall be deemed permanently withdrawn as having been settled on the basis of the decision most recently given. Failure on the part of the City's representative to render a decision within the time limits set forth in any step shall entitle the employee to proceed to the next step.

ARTICLE 12

SAFETY AND HEALTH

SECTION 12.1

The CITY agrees that it will conform to and comply with all laws as to safety, health, sanitation and working conditions. The CITY and the ASSOCIATION will cooperate in the continuing objective of eliminating safety and health hazards where they are shown to exist.

SECTION 12.2

Protective devices, wearing apparel, and other equipment necessary to protect employees from injury shall be provided by the CITY, at no cost to the employee, in accordance with established safety practices. Such practices may be improved from time-to-time by the CITY upon recommendations from the CITY and or the ASSOCIATION.

SECTION 12.3

Protective body armor (at current Protective Level 2) shall be provided such that it is rated by the National Institute of Justice Ballistic Resistance of Police Body Armor. At the employee's option, the employee may upgrade the protective level to 3A. The CITY will initially pay full cost of the upgraded body armor and subsequently charge the employee cost of the upgrade.

SECTION 12.4

Once a member provides notification to the CITY from a qualified physician of the member's pregnancy and the need for restricted duty, upon request, the CITY shall make every effort to place the member on an administrative assignment.

SECTION 12.5

The CITY agrees that any bargaining unit employee injured on the job shall be paid his full day's wages for the day of the accident and not charged any leave time if his treating physician advises that he could not or should not return to work that day.

ARTICLE 13

SENIORITY

SECTION 13.1 – CITYWIDE SENIORITY

Citywide seniority is defined as the length of employment with the CITY. Such seniority shall be acquired by full-time employees after completion of a probationary period at which time seniority shall be retroactive to the first day of employment.

SECTION 13.2 – DEPARTMENTAL SENIORITY

Department seniority is defined as the length of continuous employment within the Police Department. Departmental seniority shall accrue as of the first day of employment or transfer into the department.

SECTION 13.3 - CLASSIFICATION SENIORITY

Classification seniority is defined as the length of employment within a particular classification. Seniority shall accumulate during absences because of illness, injury, vacation or other authorized leave.

SECTION 13.4

Seniority will be lost when an employee:

- A. Terminates voluntarily;
- B. Is discharged for cause;
- C. Exceeds an authorized leave of absence, unless leave is extended by the City Manager;
- D. Fails to return from recall within three (3) days after notice given by the CITY, by certified mail, to return to work.

SECTION 13.5

When conflicts arise in scheduling of vacation or compensatory time off, the employee with the greatest departmental seniority shall be given first consideration provided the request was submitted in writing on the same day.

ARTICLE 14

REDUCTION IN FORCE

SECTION 14.1

Should a reduction in the EMPLOYER's work force become necessary, terminations by force reduction, hereinafter referred to as lay-off, shall be accomplished in the following manner:

- A. Lay-off shall be by classification within the Department.
 - 1. Upon establishing the number of employees to be laid off within a classification in the Department, the EMPLOYER shall lay-off in accordance with qualifications which reflect quality and quantity of work, work habits, and classification and Departmental seniority.
- B. No regular employee shall be laid off while there are emergency, temporary, part-time or probationary employees serving in the same classification within the Department.
- C. The laid off employee shall have the right to bump into a lower classification within the Department. This will also be based upon his qualifications and ability to do the work.
- D. The laid off employee shall have the right to utilize his City seniority as defined in this Agreement, to bump into an existing position, previously held by the employee in a lower or equal classification. This bumping right shall be contingent upon the employee's qualifications and current ability to perform the work of the position. For the purposes of this Article, position is defined as a classification within the Department.
- E. The CITY will make available to the ASSOCIATION annually a Seniority List of Bargaining Unit Members.
- F. The CITY will maintain a list of bargaining unit employees who were laid off by the CITY for twelve (12) months from their layoff date. The CITY will not hire any new employees for the positions shown on such layoff list without first notifying these laid off employee(s) of such job openings and offering the open position to them if they are currently qualified. Should the employee reject or accept a position other than a sworn officer's position, this action shall not disqualify the employee from the layoff list. The CITY shall notify the qualified laid off employee(s) of such open position(s) by regular mail. USPS postage prepaid, at their last known address on file with the CITY. The laid off employee(s) shall have ten (10) calendar days from the date such notice was mailed to notify the CITY in writing they are interested in and will accept the position.

ARTICLE 15

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ARTICLE 16

INSURANCE

SECTION 16.1

At the beginning of each fiscal year, October 1, bargaining unit members electing the City's Basic Health Plan BCBS Medical Plan 3559 or the "Buy-Up" Plan BCBS Medical Plan 0727 shall be required to pay the CITY approved amount for employee only coverage. Currently, the City agrees to pay 91.25% and the employee will pay 8.75% for employee only coverage. If the bargaining unit member elects dependent coverage under either medical plan, the CITY agrees to pay at least 50% of the cost of all premiums. Any additional expenses incurred for improved coverage under any Buy-Up Plan shall be paid by the Bargaining Unit member.

- A. The CITY will furnish life insurance coverage in the amount of \$20,000 for all full-time regular Bargaining Unit members.
- B. Any anticipated changes during the life of this Contract are subject to negotiations prior to implementation.
- C. The CITY may establish an insurance committee to evaluate and select an insurance plan for FY 2020. If a committee is established, the CITY shall provide PBA with the opportunity to appoint a member to serve on this committee.

ARTICLE 17

CHECKOFF

SECTION 17.1

The CITY agrees to deduct every two weeks from the earnings of the employees who have so authorized in writing, membership dues and initiation fees, benefit charges and remit same to the ASSOCIATION in an amount certified by the ASSOCIATION for 26 bi-weekly deductions. Such authorization to be valid shall conform to applicable State and Federal Laws.

SECTION 17.2

An employee may revoke his authorization for deduction of dues, provided the employee gives thirty (30) days written notice to the ASSOCIATION and the CITY by registered mail. Dues revocation shall be processed through the ASSOCIATION.

SECTION 17.3

No deductions shall be made from the pay of an employee during any payroll period in which the employee's net earnings are less than the amount of the dues to be checked off. Net earnings shall mean the amount due an employee after all required deductions, i.e.: Federal Taxes, F.I.C.A., Social Security, Pension, Credit Union, Health and Life Insurance Premiums.

SECTION 17.4

The ASSOCIATION shall indemnify the CITY and hold it harmless against any and all suits, claims, demands and liabilities which arise out of or by reason of any action taken or not taken by the CITY to comply with the provisions of this Article.

ARTICLE 18

UNION REPRESENTATION

SECTION 18.1

A written list of the ASSOCIATION Representatives shall be furnished to the CITY prior to the effective date of their assuming duties of office. The ASSOCIATION shall notify the CITY promptly of any changes of such ASSOCIATION representatives.

SECTION 18.2

The following sections outline the duties and responsibilities of representatives in performance of their functions as recognized ASSOCIATION representatives. In those cases which cannot be resolved otherwise, ASSOCIATION representatives shall be granted reasonable time off during working hours to investigate and settle grievances on the job site which is within their jurisdiction, upon notifying and securing the approval of their immediate supervisor, taken from the time pool. Productivity loss must be minimized. ASSOCIATION representatives shall not investigate, present or adjust grievances or disputes on premium time. Upon returning to his work assignment, each ASSOCIATION representative shall report to his immediate supervisor unless prior consent not to do so has been secured.

SECTION 18.3

It is agreed that all ASSOCIATION representatives have productive work to perform as assigned by the CITY. The parties agree that each will cooperate with the other in reducing to a minimum the actual time spent by the ASSOCIATION representatives in investigating, representing members in internal Bill of Rights Interview, presenting and adjusting grievances or disputes. Solicitation of membership shall not be engaged in during working hours. No general ASSOCIATION Membership meeting shall be held on CITY's time.

SECTION 18.4

ASSOCIATION representatives are subject to all CITY rules regarding the conduct of employees of the CITY.

SECTION 18.5

Upon request of the ASSOCIATION, employees may be granted leave with pay (if taken from the time pool), when reasonable, for ASSOCIATION business with the approval of the Chief of Police_or designee.

SECTION 18 (continued)

SECTION 18.6

Any Bargaining Unit employee being disciplined shall be advised of their rights to representation.

SECTION 18.7

The CITY and the ASSOCIATION agree to the creation of an ASSOCIATION Time Pool. It shall be the responsibility of the ASSOCIATION to supply to the CITY an ASSOCIATION Time Pool Authorization form which includes the name of the employee and the hours of vacation time or compensatory time donated by the employee to the pool. The form must be signed by the employee donating time. Time donations may be made up to two (2) times per calendar year with reasonable notice given to the CITY and shall be in increments of not less than two (2) hours nor more than forty-eight (48) hours. Time Pool hours may be drawn at the written discretion of the ASSOCIATION President or his designee in increments of at least one (1) hour.

Charges against the Time Pool will be kept by the Police Department and the ASSOCIATION. An ASSOCIATION representative may be granted pool time to attend public budget hearings, City Commission Hearings or resolution of impasse hearings before the City Commission. The Time Pool may also be used by the ASSOCIATION to attend State Board Meetings of the Coastal Florida Police Benevolent ASSOCIATION or seminars sponsored by the ASSOCIATION or to contribute to a sick or injured employee in accordance to Section 18.8.

The use of the Time Pool shall be handled in the same manner as Vacation requests. The ASSOCIATION and CITY agree that this Time Pool will not be used if it creates any minimum staffing problems or limits the conducting of department business as noted at the discretion of the Chief of Police or his designee. Should the ASSOCIATION Time Pool become depleted, anyone engaging in ASSOCIATION activities during his working hours shall do so without pay, unless otherwise agreed to or provided for in the Agreement.

SECTION 18.8

The CITY agrees to allow any member to contribute vacation or compensatory time, or any combination thereof, to another sick or injured employee of the Police Department. The sick or injured employee must have exhausted all other leave before receiving any contribution and may accept and use up to 240 hours of contributed time in a fiscal year.

ARTICLE 19

FIELD TRAINING OFFICER (F.T.O.)

SECTION 19.1

The CITY agrees to compensate officers designated as a F.T.O. one and one-half (1 1/2) hours of overtime for every day the F.T.O. is assigned a trainee.

SECTION 19.2

The F.T.O. shall have one (1) (Private First Class type) stripe attached to the uniform sleeves to signify his/her position

ARTICLE 20

SPECIALIZED UNITS

SECTION 20.1

Specialized Units, to include Detectives, Crime Prevention, Training, and Recruiting shall receive a pay allowance of three hundred and twenty dollars (\$320.00) per month. Bargaining unit members designated as Training Instructors and shall conduct Departmental and inter-Departmental trainings as designated by the Chief of Police, or designee. The CITY agrees to compensate these Training Instructors via a monthly pay allowance of three hundred and twenty dollars (\$320.00) per month when training for eight (8) hours or more in a month. This pay allowance is provided only when the bargaining unit member conducts eight (8) or more hours of training in a month.

ARTICLE 21

DAMAGED PERSONAL PROPERTY

SECTION 21.1

If during the course of official duties an officer has personal property damaged, the CITY will compensate the officer, after proof of purchase or repurchase of the same or similar item, a sum not to exceed three hundred dollars (\$300.00) per incident.

SECTION 21.2

Personal property shall be defined as prescription glasses, contacts, watches, wedding rings or prescription and non-prescription sunglasses. This does not include personal electronic devices, such as laptops, cellular telephones, or other property that has not been authorized to be carried on duty.

- \$100.00 Limit: watches and non-prescription sunglasses.
- \$300.00 Limit: prescription glasses and sunglasses, contacts, and wedding rings.

SECTION 21.3

The CITY will not compensate the officer for damaged personal property if the damage was due to negligence by the officer.

ARTICLE 22

HOLIDAYS

SECTION 22.1

The following days will be observed as holidays for all employees subject to this Agreement: January 1st, Martin Luther King's Birthday, President's Day, Memorial Day, July 4th, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving Day, December 24th and December 25th.

SECTION 22.2

Whenever a holiday falls on a Sunday, the following Monday shall be considered a holiday. When a designated holiday falls on a Saturday, the preceding Friday will be observed as a holiday.

SECTION 22.3

Holidays which occur during annual leave shall not be charged against annual leave. An employee who is not on approved leave and fails to report on the day before or the day after a holiday shall not be paid for the holiday, unless excused by Chief of Police or designee.

SECTION 22.4

Any employee who performs work on a recognized holiday shall be compensated at the rate of one and one-half (1 1/2) times his regular rate for all hours worked, if totals over eighty (80) hours in a work cycle.

ARTICLE 23

VACATION LEAVE

SECTION 23.1

- A. All full-time, regular and provisional employees shall be entitled to earn and accrue vacation leave with pay which will be computed from the starting date of employment.
- B. Temporary employees shall not be eligible for vacation leave.
- C. Part-time employees who work twenty-five (25) hours or more per week shall be entitled to accrue leave in proportion to the number of hours worked. An employee who normally works less than twenty-five (25) hours per week shall not be entitled to any vacation leave.
- D. Employees serving a probationary period on an original appointment shall accrue vacation leave in accordance with the provisions of this section. If an employee serving a probationary period on an original appointment leaves the CITY's service without satisfactorily completing the probationary period, he shall not be compensated for any accrued leave.

SECTION 23.2 - RATE AT WHICH LEAVE IS EARNED, ACCUMULATED AND PAID

All regular employees shall accumulate vacation leave as follows:

- A. One (1) year of service but less than five (5): 96 hours per year
- B. Five (5) years of service but less than ten (10): 112 hours per year
- C. Ten (10) years of service and over: 136 hours per year
- D. Fifteen (15) years of continuous service and over: 160 hours per year

Earned vacation leave may be accumulated for qualifying full and part-time, regular status employees to a maximum of three hundred and sixty hours. Any hours accumulated over two hundred and forty (240) hours at the close of each fiscal year (September 30) shall automatically (no action by employee will be required) be deducted from the employee's total accumulated vacation leave balance with no compensation being made. The employee will then have a remaining balance of two hundred and forty (240) hours and shall again be eligible to accrue vacation leave up to three hundred and sixty (360) hours over the next fiscal year. Accrual ends when an employee has reached the maximum of three hundred and sixty (360) hours. Employees who separate from the CITY will be paid for all accumulated vacation leave up to three hundred and sixty (360) hours.

Earned vacation leave may be accumulated to a maximum not to exceed three hundred and sixty (360) hours at the close of each fiscal year (September 30). Any accumulation over two hundred and forty (240) hours will

SECTION 23 (Continued)

be considered forfeited and lost at the close of each fiscal year (September 30). Vacation pay will be computed at the employee's base rate of pay.

If an Officer is on a paid administrative leave exceeding 30 days in the final five months of the fiscal year up to September 30, the officer can request to use vacation leave - subject to approval by the Chief of Police and Appointing Authority.

NOTE: Employees shall not earn vacation time when the employee is on a non-paid leave status.

SECTION 23.3 - USE OF VACATION LEAVE

Subsequent to the successful completion of the first six (6) months employment, vacation leave may be taken as earned subject to the approval of the Chief of Police or designee, who shall approve vacation leave so as to meet the operating requirements of the department.

SECTION 23.4

For vacation purposes, reinstated employees are considered new employees.

Annual leave may be granted for the following purposes:

- A. Vacation leave;
- B. Absences for transaction of personal business which cannot be conducted during off-duty hours;
- C. Religious holidays;
- D. Sickness, once sick leave has been exhausted through illness;
- E. Any absences from work not covered by other types of leave provisions established by these rules.

SECTION 23.5 - PAYMENT OF UNUSED VACATION LEAVE

Regular employees who have completed six (6) months or more service shall, upon leaving the CITY's service in good standing, be compensated for vacation leave accrued to the date of separation, but not to exceed three hundred sixty (360) hours.

ARTICLE 24

SICK LEAVE

SECTION 24.1 - RATE AT WHICH SICK LEAVE IS EARNED

All Bargaining Unit employees earn sick leave credits at the rate of one (1) working day per calendar month, or major portion thereof. Any employee who has taken sixteen (16) or more calendar days of sick leave with or without pay in one month shall not earn sick leave for that month.

SECTION 24.2 - REQUEST FOR SICK LEAVE

To receive compensation while absent on sick leave, the employee shall notify their immediate supervisor, division commander or Chief of Police, or designee not less than one (1) hour prior to, the time set for beginning their daily duties. An employee in a unit operating on a twenty-four (24) hour basis must notify the immediate supervisor and/or shift commander within the time limit established by the appropriate department head.

SECTION 24.3 - USE OF SICK LEAVE

Sick leave may be granted for the following purposes:

- A. Personal injury or illness not connected with work.
- B. Pregnancy.
- C. Necessary appointments with physicians or dentists.
- D. Exposure to a contagious disease, which would endanger others.
- E. Illness or injury of a member of the employee's household which requires the personal care and attention of the employee.

SECTION 24.4 - ACCUMULATION OF SICK LEAVE

The maximum number of accumulated sick leave hours shall be unlimited. Sick leave shall not be used within the first thirty (30) days of employment.

SECTION 24.5 - CERTIFICATION BY A PHYSICIAN

Whenever an employee uses sick leave in excess of two (2) consecutive days, they may be required by the Chief of Police or designee to submit a certificate from a licensed physician.

SECTION 24 (Continued)

When it is determined that an employee's request for sick leave is not justified, the value of the absent time may be deducted from the employee's pay or accrued vacation leave.

Claiming sick leave when physically fit shall be cause for disciplinary action and subject to suspension or dismissal.

SECTION 24.6 - UNUSED SICK LEAVE

- A. Employees who leave the CITY's service in good standing and have at least three (3) through nine (9) years of continuous service with the CITY, will receive pay for one-half (1/2) of their accumulated sick leave balance up to a maximum of three hundred and sixty (360) hours.
- B. Employees who leave the CITY's service in good standing and have at least ten (10) or more years of continuous service with the CITY will receive pay for their accumulated sick leave balance up to a maximum of seven hundred and twenty (720) hours.
- C. Employees who do not use all their sick leave because of sickness or disability may use this toward early retirement. At the employee's request for early retirement, the employer shall take the total hours of unused accumulated sick leave; divide this by the hours the employee works per week. This figure shall be the amount of time in weeks that the employee may be absent from the department and continue to draw full pay, provided however, such time shall not exceed seven hundred and twenty (720) hours. The employee who requests and uses unused accumulated sick leave in this manner shall be considered retired when the sick leave time is exhausted. Said request shall be irrevocable.

ARTICLE 25

BEREAVEMENT LEAVE

SECTION 25.1

Police Officers shall be granted up to three (3) days bereavement leave for death in their immediate family, without charge to any other accrued leave time. Immediate family is defined as the employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandfather, grandmother, grandson, granddaughter, great-grand parents, grandparents-in-law, step grandparents, foster parents, and foster children.

For the purpose of funeral flowers, immediate family is defined as the employee's father, mother, son, daughter, husband, wife, stepfather, stepmother, stepson, stepdaughter, grandson, and granddaughter. Maximum amount is not to exceed \$50.00 in US funds (including tax and shipping).

SECTION 25.2

Unless otherwise approved by the Chief of Police or designee bereavement leave shall be used within thirty (30) days of the death of an immediate family member.

ARTICLE 26

DRUG AND ALCOHOL TESTING

SECTION 26.1

The City of Fort Pierce and the ASSOCIATION have a strong and legitimate interest in insuring that employees are fit to perform their duties. Employees must be prepared to react and make decisions quickly in order to ensure public safety. The work requires complete mental and physical functioning of employees. The CITY's need to protect the public safety and welfare as well as the welfare and safety of its employees will be aided by achieving and maintaining a drug-free workplace. The CITY agrees that no employee will be disciplined that volunteers that the employee has a substance abuse problem and is requesting or receiving assistance to address such substance abuse problems, if such request or seeking of assistance is made prior to an order to submit to a drug test. The employee requesting assistance shall follow the departments approved leave policy and shall submit to a fitness for duty test, at the CITY's expense, prior to reinstatement.

SECTION 26.2

All employees are prohibited from possessing, consuming, or being under the influence of drugs or intoxicating substances, including alcohol, while on duty. *The term "alcohol" includes distilled spirits, wine, malt beverages, and intoxicating liquors.

SECTION 26.3

Use, possession, sale, solicitation, or transfer of drugs or other illegal substances, or an attempt to perform the foregoing actions at any time, on or off duty, is strictly prohibited. *The term "drugs" shall include, but not be limited to, amphetamines, methamphetamine, cannabinoids, cocaine, phencyclidine (PCP), hallucinogens, methaqualone, opiates, barbiturates, benzodiazepines, synthetic narcotics, designer drugs, or a metabolite of any of the substances listed herein. In addition, the term "drugs" used herein shall include the use of any illegal substance as well as the misuse or abuse of prescribed drugs.

*This would not include any authorized activities by any officer working in an authorized undercover capacity or processing evidence.

SECTION 26.4

The EMPLOYER and the ASSOCIATION mutually agree that the EMPLOYER may require all employees to be tested for alcohol or drug use. As explained more fully below, such testing may be done during annual physical, following any on-duty accident, upon reasonable suspicion, and on a random basis. In addition to the times stated above, the EMPLOYER may test for alcohol/drugs whenever it has good cause to believe that an employee is under the influence of alcohol/drugs while on duty. "Drug test" or "test" means any chemical, biological or physical instrument analysis administered for the purpose of determining the presence or absence of alcohol, a drug or its metabolites, or other illegal substances. At the discretion of the employer, such test may be performed on anyone or combination of the following: urine, blood, hair, saliva, breath, or other appropriate body specimen. Collection of specimens will be done under medical supervision, at the Employer's direction.

SECTION 26 (Continued)

SECTION 26.5

Scheduling for any testing or examination will be during duty hours, at the discretion of the EMPLOYER, and the results will become part of the employee's permanent record. Should the employee refuse to cooperate with the testing, including refusal to submit to the test at the time ordered, such refusal shall result in the employee's immediate discharge from employment.

SECTION 26.6

For purposes of this Article, "reasonable suspicion" drug testing means drug testing based on a belief that an employee is using or has used alcohol or drugs in violation of the Employer's policy, drawn from specific objective and articulated facts and reasonable inferences drawn from those facts. Among other things, such facts and inferences may be based upon, but not limited to:

- A. Observable phenomena while at work, such as direct observation of alcohol or drug use or of the physical symptoms of manifestation of being under the influence of alcohol or a drug.
- B. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance determined by at least two (2) supervisors.
- C. A report of alcohol or drug use, provided by a reliable and credible source, or which has been independently corroborated.
- D. Information that an individual has tampered with an alcohol or drug test during his employment.
- E. Information that an employee has caused, or contributed to, an accident while at work.
- F. Information that an employee has used, possessed, sold, solicited, or transferred drugs or attempted to use, possess, sell, solicit, or transfer drugs.

SECTION 26.7

For random testing, individuals will be selected for testing by a random number generating computer program. Testing will be conducted periodically throughout the year.

No employee will be randomly tested more than three (3) times in a one-year period.

SECTION 26 (Continued)

SECTION 26.8

In testing for the presence of alcohol, the Employer shall utilize a generally accepted testing procedure. Should a test substantiate that the employee is under the influence of alcohol while on duty, the employee will be disciplined up to and including discharge in accordance with the Personnel Rules and Regulations.

SECTION 26.9

In testing for the presence of drugs, the Employer will utilize an initial screening procedure such as EMIT. If the initial screening test is positive, a confirmatory test such as the GAS Chromatography/Mass spectrometry (GS/MS) test will be performed. The Employer, in its sole discretion, may request a confirmatory test be performed if the initial screening test is negative. Should a drug test substantiate the use or influence of drugs, the employee shall be immediately discharged.

SECTION 26.10

Within five (5) calendar days after receiving notice of a positive confirmed test result, the employee may submit information to the Employer concerning a legitimate explanation for the confirmed positive test. If the explanation is satisfactory to the Employer, the Employer may, at its discretion, request the sample to be retested. If the results of the retest confirm a legal substance or legal use of a controlled substance, the employee will be returned to work without loss of pay or benefits. An employee who is suspended or discharged due to a positive test result, or who is discharged for refusing to be tested, may appeal to either the Civil Service Board or follow the approved grievance procedure within seven (7) calendar days after the suspension or discharge or the Employer's response in Section 9 of this Article.

SECTION 26.11

No physician-patient relationship is created between an employee and the Employer or any person performing or evaluating a test, solely by the administration of a testing program. The employer or its designee shall have access to employee testing information. If disciplinary actions are brought under or are related to this Article, the Employer or its designee as well as the laboratory, which conducted the test, shall have access to the employee's testing information where the information is relevant to its defense in a civil or administration matter.

SECTION 26.12

This Article does not prevent the Employer from disciplining an employee for any violation of the Personnel Rules and Regulations, operating procedures, or other provision of this Agreement that may occur regardless of whether it is in connection with alcohol and/or drug use or abuse. If the Employer finds that the employee's use of any drug has detrimentally affected its interest, the employee may be subject to disciplinary action up to and including termination.

ARTICLE 27

PAGE LEFT INTENTIONALLY BLANK, RESERVED.

ARTICLE 28

AFFIRMATIVE ACTION

SECTION 28.1

The ASSOCIATION and the CITY agree that an Affirmative Action Program is necessary and important to all employees, the ASSOCIATION and the CITY.

ARTICLE 29

INTERNAL AND EXTERNAL INVESTIGATIONS

SECTION 29.1

All internal and external investigations, which are included in the provisions of the Police Officer's Bill of Rights, will be conducted in accordance with the most current Police Officer Bill of Rights and other appropriate statutes.

ARTICLE 30
SEVERABILITY

SECTION 30.1

Should any final decision of any Court of competent jurisdiction affect any practice or provision of this Agreement, only the practice or provision so affected shall become null and void; otherwise, all other provisions or practices under this Agreement shall remain in full force and effect.

ARTICLE 31

EDUCATIONAL REIMBURSEMENT

SECTION 31.1

The CITY agrees to reimburse employees for tuition costs at the current state rate required in pursuing and achieving college degrees, from a college or university certified by an accreditation entity recognized by the U.S. Department of Education, in the area of Criminal Justice or related field. This reimbursement is based upon the student achieving a grade "C" or better. When the employee successfully completes and is reimbursed for a thirty (30) semester hour block, the employee shall agree to work at least two (2) years beyond this date or reimburse the CITY for any funds expended on tuition. The two (2) years applies to an employee who resigns. Employees in the DROP are not eligible for this program. This program is subject to funding availability.

SECTION 31.2

Bargaining Unit members who wish to participate in the educational reimbursement program should notify the Chief of Police (or designee) no later than one month prior to the planned course enrollment date. Those who did not make the notification should be left out of the reimbursement program for the upcoming fiscal year.

SECTION 31.3

Educational reimbursement should be limited to fifteen (15) credit hours per calendar year.

ARTICLE 32
RETIREMENT PLAN

SECTION 32.1

The ordinance pertaining to the City of Fort Pierce Retirement and Benefit System will provide for a benefit accrual rate of three percent (3%) for Officers employed by the CITY who are subject to collective bargaining. The member contribution rate for these employees is five and sixteen one-hundredth percent (5.16%) of compensation.

SECTION 32.2

There shall be no increases in member's contribution rates, unless there is a corresponding increase in benefit levels and City contribution rates as agreed to by the parties.

SECTION 32.3

Employees hired after October 1, 2012, (left in for historical purposes):

1. Change the vesting period from 5 to 10 years:
2. Capping the 3.0 percent multiplier to maximum ceiling of 75 percent. The first 25 years of service covers the 75 percent with an annual maximum pension payment not exceed \$100,000.
3. Overtime hours used in the calculation of pension benefits are capped at three hundred (300) hours. The first three hundred (300) hours in a fiscal year.
4. Accrued unused vacation and sick cannot be used in the calculation of pension benefits.

Current unit members hired prior to October 1, 2012:

A. Overtime

1. All overtime earned but unused as of the effective date of this Agreement shall be included as compensation for pension purposes.
2. After the effective date of this Agreement, the maximum overtime hours shall be three hundred (300) hours; unless the statutory restriction is amended or struck, in which case the parties shall meet to negotiate the same or different calculated amount.

SECTION 32 (Continued)

B. Sick Leave and Vacation Time

1. All accrued and unused sick leave, up to seven hundred twenty (720) hours, and vacation time, up to three hundred sixty (360) hours, as of the effective date of this Agreement shall be included as compensation for pension purposes.
2. Sick leave and vacation time accrued after the effective date of this Agreement, October 1, 2012, shall not be counted as compensation for pension purposes, unless the statutory restriction is amended or struck, in which case the parties shall meet to negotiate the same or different calculated amounts. However, as in the example above, all accrued unused sick and vacation hours up to the maximum as established at the effective date of this Agreement shall be included as compensation for pension purposes.
3. The CITY shall calculate the amount of unused overtime, sick leave, and vacation time as of September 30, 2012, for each unit member and the CITY shall so notify the unit member, as well as, document the figures in the unit member's personnel file. –

SECTION 32.4

The annual maximum pension payment for a bargaining unit member shall not exceed \$100,000.00. This cap shall not include or apply to the supplemental 185 Retirement Fund.

SECTION 32.5

Change the vesting period from 10 years to 5 years effective November 5, 2018.

ARTICLE 33

WAGES

SECTION 33.1

For the CITY'S Fiscal Year 2018, a step pay scale for bargaining unit members is established as provided in Addendum A, which is incorporated herein.

Pay steps shall be calculated as of October 1, 2019 during the contract period.

The CITY shall provide a total of a three (3%) percent increase to the bargaining unit's over-all Step Plan. The employees' pay increase shall be calculated on the adjusted Step Plan. The employees pay increases shall be retroactive and relate back to the effective date of October 1, 2019. The existing Step Plan consists of eleven (11) Steps. Eligibility for current steps shall be defined as follows: officers will remain in their current step from the previous year.

Officers in Step 15 of the previous Step Plan shall be eligible for a three percent (3%) percent raise.

Future step advancements shall be subject to successor negotiations between the parties.

For the purposes of calculating years of service, only time in grade as a certified police officer employed with the CITY shall be used.

Pay (wage) Increases will only be awarded to employees who were employed and on the payroll on 10/01/2019 and are currently working. Retroactive Pay shall only be awarded to unit members currently employed at the time the contract is approved by the CITY and implemented (paid) by payroll.

Newly hired employees with experience as a law enforcement officer may be advanced up to Step 4 in the pay plan.

SECTION 33.2 – Incentive Pay

Specialized Units, to include Detectives, Crime Prevention Officers, Training Officer, Armorer, Traffic Officer and Recruiting Officer shall receive a stipend of three hundred and twenty dollars (\$320.00) per month. Employees may only receive one Specialized Unit stipend. However, employees may receive their Specialized Unit stipend and any additional compensation authorized by this Agreement and applicable law if acting in the capacity of an Acting Sergeant or as a Trainer Instructor as outlined in Articles 8 and 20 of this Agreement.

SECTION 33.3 - HOUSING ALLOWANCE

All officers living within the City of Fort Pierce in service years one through ten (1-10) are eligible to receive a housing allowance of three thousand dollars \$3000 per year or two hundred fifty dollars (\$250) per month, as funding permits. Officers must notify HR of any address changes within seven (7) days.

SECTION 33 (Continued)

SECTION 33.4 EMERGENCY PAY

In the case of declared emergency, the rate of pay shall follow the City of Fort Pierce Emergency Pay Policies. The emergency pay provision policy will be presented to union representatives in person or via email by June 30 of each year unless extended by mutual agreement and will be in effect only for a period of one year.

SECTION 33 (Continued)

Addendum A-PBA Officers

STEP PLAN	3% Across the Board
STEPS	
N/C	\$35,000
1	\$46,070
2	\$47,237
3	\$48,481
4	\$50,330
5	\$53,501
6	\$55,332
7	\$57,164
8	\$60,826
9	\$62,658
10	\$66,320
11	3%
12	3%
13	3%
14	3%
15+	3%

NC=Non-Certified

City Commission Regular Meeting

11. g.

Meeting Date: 05/04/2020

Re: Collective Bargaining Agreement with the Coastal Florida Police Benevolent Association Sergeants' and Lieutenants' Unit

Submitted For: Kevin Browning, Human Resources Manager, Human Resources

SUBJECT:

Approve Collective Bargaining Agreement with the Coastal Florida Police Benevolent Association (Sergeants' and Lieutenants' Unit) for the period of October 1, 2018 through September 30, 2021.

SUMMARY:

The City of Fort Pierce and the Coastal Florida Police Benevolent Association have engaged in negotiations for a Collective Bargaining Agreement beginning October 1, 2018 through September 30, 2021. The attached Agreement was ratified by the union membership on April 24, 2020 and is now being submitted for City Commission approval.

RECOMMENDATION:

Approval of Collective Bargaining Agreement.

ALTERNATIVES:

Proceed as directed by City Commission.

RESPONSIBLE STAFF:

Kevin Browning, Human Resources Manager
Barbara G. Moore, Human Resources Coordinator

COORDINATED WITH:

Diane Hopley-Burney, Chief of Police
Robert Ridle, Deputy Chief of Police

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2020
Account: TBD
Amount: TBD

OTHER INFORMATION:

There will be a 3% increase in salary.

Attachments

Contract

Form Review

Inbox

City Manager

Form Started By: Angela Wilkinson

Final Approval Date: 04/29/2020

Reviewed By

Nick Mimms

Date

04/29/2020 08:58 AM

Started On: 04/20/2020 10:22 AM

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

CITY OF FORT PIERCE

AND THE

**COASTAL FLORIDA POLICE BENEVOLENT
ASSOCIATION**

(Sergeants' and Lieutenants' Unit)

OCTOBER 1, 2018 to SEPTEMBER 30, 2021

Contract Ratified: 04/24/2020
City Commission Approval: 05/04/2020

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ARTICLE 1
PREAMBLE

SECTION 1.1

This Agreement is entered into by and between the CITY OF FORT PIERCE, FLORIDA, hereinafter referred to as the "EMPLOYER" or the "CITY", and the Coastal Florida Police Benevolent ASSOCIATION, hereinafter referred to as the ASSOCIATION. It is the purpose of this Agreement to achieve and maintain harmonious relations between the EMPLOYER and the ASSOCIATION; to insure the continuous, uninterrupted, efficient operations of the Department; to provide prompt and peaceful adjustment of differences which may arise and to establish the standards of wages, hours, and other terms and conditions of employment.

SECTION 1.2

The purpose of this Agreement is to promote and maintain harmonious and cooperative relationships between the EMPLOYER and the EMPLOYEES, both individually and collectively, to provide an orderly and peaceful means for resolving differences which arise concerning the interpretation or application of this Agreement, and to set forth herein the basic Agreement between the parties in the determination of wages, hours, terms and conditions of employment.

SECTION 1.3

The use of masculine pronouns in this Agreement is only for the convenience of expression, and such pronouns refer to all employees covered by this Agreement, regardless of gender.

SECTION 1.4

There shall be no separate agreements made between bargaining unit members and the City that that are contrary to the terms herein provided.

ARTICLE 2

RECOGNITION

SECTION 2.1

The CITY OF FORT PIERCE hereby recognizes COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION as the sole and exclusive bargaining agent for the job classification of Sergeant and Lieutenant in the unit designated by the Florida Public Employees Relations Commission in Certification #1349, as Amended.

SECTION 2.2

For the purpose of this Agreement, the terms Bargaining Unit employees, Sergeant, Lieutenant, member and employee shall be synonymous.

ARTICLE 3

SUBCONTRACTING

SECTION 3.1

Subcontracting shall mean for the purpose of this contract, work which will be contracted out by the CITY to another agency, person, company, group, etc., which results in the direct displacement (lay-off) of bargaining unit employees.

SECTION 3.2

The EMPLOYER reserves the right to subcontract work while recognizing the ASSOCIATION'S obligation to represent regular unit employees' jobs who are presently employed. Should subcontracting occur, which displaces regular unit employees currently on the payroll, the EMPLOYER agrees to notify the ASSOCIATION when the request to subcontract is put on the City Commission Agenda, without waiver of either parties' rights under the law.

ARTICLE 4

EMPLOYEE RIGHTS

SECTION 4.1

The CITY agrees not to interfere with the right of any eligible employee to become a member of the ASSOCIATION to withdraw from membership from the ASSOCIATION, or to refrain from becoming a member of the ASSOCIATION or exercising his rights as an ASSOCIATION member.

SECTION 4.2

Nothing contained in this Agreement shall foreclose any employee covered by this Agreement from pursuing any right or remedy without representation of the ASSOCIATION. Further, nothing contained in this Agreement shall foreclose any employee from discussing a non-contract problem directly with his supervisor or other departmental official without the intervention of the ASSOCIATION, provided that the immediate supervisor or other departmental official agrees to discuss and/or attempt to resolve the matter outside the formal grievance procedure.

ARTICLE 5

MANAGEMENT RIGHTS

SECTION 5.1

Except as expressly provided for in this Agreement, the CITY retains the sole right to determine and from time to time to re-determine how to manage its operations and direct the working force, including the rights to decide the scope of service to be performed, the method of service, the size and composition of work force; to contract and subcontract existing and future work; to determine whether and to what extent the work required in its operations or job, shall be performed by employees covered by this Agreement; to maintain order and efficiency in its work locations; to curtail or discontinue temporarily or permanently, in whole or in part, operations whenever in the opinion of the CITY's good business judgment makes such curtailment or discontinuance advisable to hire, layoff, assign, transfer, classify and reclassify, promote and determine the qualification of employees.

SECTION 5.2

The CITY retains the sole right to discipline, suspend, and discharge employees for just cause, including violations of any of the terms of this Agreement. During an emergency, the rights of employees under Article 12 shall be suspended. Upon termination of the emergency status, employees shall have the right to grieve discipline, suspension and discharge at Step 1 through Step 4.

SECTION 5.3

The exercise of the above rights in Section 5.1 and 5.2 does not preclude employees or their representative from conferring or raising questions or demanding to negotiate a change in terms and conditions of employment about the practical consequences that decisions on these matters may have on terms and conditions of employment.

SECTION 5.4

The above rights of the CITY in Sections 5.1 and 5.2 are not all-inclusive but indicate the type of matters or rights which belong to and are inherent to the CITY in its capacity as management of the City of Fort Pierce.

SECTION 5.5

If the City determines that a civil emergency condition exists, including, but not limited to riots, civil disorders, hurricane conditions or similar catastrophes, the provisions of this Agreement may be suspended during the time of the declared emergency. All pay provisions, and Section 5.2 will continue in case of emergency.

ARTICLE 6

NO STRIKES AND LOCKOUTS

SECTION 6.1

There will be no strikes, work stoppages, picketing in furtherance of a work stoppage, slow-downs, boycotts or concerted failure or refusal to perform assigned work by the employees or the ASSOCIATION and there shall be no lockouts by the CITY for the duration of this Agreement. The ASSOCIATION supports the CITY fully in maintaining normal operations. It is recognized by the parties that the CITY is responsible for and engaged in activities, which are the basis of the health and welfare of the citizens, that any violation of this section could give rise to irreparable damage to the CITY and to the public at large. Accordingly, it is understood and agreed that in the event of any violation of this section, the CITY shall be entitled to seek and obtain immediate injunctive relief. Provided; however, it is agreed that the ASSOCIATION shall not be responsible for any act alleged to constitute a breach of this section if neither the ASSOCIATION nor any of its officers instigated, authorized, condoned, sanctioned or ratified such action, and further, that the ASSOCIATION and its officers have used every possible means to prevent or terminate such action.

SECTION 6.2

Employees directed to take police action during a strike and/or labor dispute shall remain neutral, despite the disagreement of the parties involved. The employee will be governed by the policy/procedures of the Fort Pierce Police Department, the laws of the State of Florida, Federal Law, and the United States Constitution.

SECTION 6.3

Any employee who participates in a strike shall not be entitled to any daily pay, wages or any other benefits for the day(s) during their participation in the strike. Any employee who is investigated and found to have unlawfully participated in a strike shall be subject to discipline, up to and including, termination.

ARTICLE 7

BULLETIN BOARDS AND MAILBOXES

SECTION 7.1

The CITY agrees to furnish bulletin board space solely for the use of the ASSOCIATION. All ASSOCIATION notices will be approved and signed by an ASSOCIATION representative prior to posting. The ASSOCIATION will submit ASSOCIATION notices to the Chief of Police or designee, at a minimum seven (7) days in advance of posting the notice, exception under exigent circumstances.

SECTION 7.2

The ASSOCIATION will not place any material on the bulletin boards, provided in Section 7.1, which is derogatory to the CITY or its management.

SECTION 7.3

The CITY agrees to let the ASSOCIATION use the departmental mailboxes and department E-mail for delivery of meeting notices or other ASSOCIATION correspondence, provided that the person placing ASSOCIATION materials into the officers' mailboxes and department E-mail is an ASSOCIATION representative and that the person is off duty. The ASSOCIATION will submit ASSOCIATION notices to the Chief of Police or designee, for approval at a minimum seven (7) days in advanced of placing any ASSOCIATION correspondence or material in departmental mailboxes or on department email, exception under exigent circumstances.

SECTION 7.4

The Chief of Police, or designee may make periodic inspections of the bulletin boards and request material be removed. Removal of material shall not be unreasonably denied by the ASSOCIATION.

ARTICLE 8

NO DISCRIMINATION

SECTION 8.1

The EMPLOYER and the ASSOCIATION agree that there will be no discrimination against any employee covered by this Agreement because of race, color, creed, religion, national origin, sex, age, marital status, physical disability, veteran status, pregnancy, or gender. The EMPLOYER and the ASSOCIATION agree not to discriminate against any employee for his/her membership or non-membership in the ASSOCIATION.

ARTICLE 9

WORKING OUT OF CLASSIFICATION

SECTION 9.1

An employee may be required to work in a higher classification on a temporary, incidental, or emergency basis and shall do so at no increase in pay. If the employee is required to perform the duties for a period exceeding four (4) consecutive working days, the employee shall receive a salary increase of ten (percent (10%) of the employee's current salary. At the conclusion of the assignment, the employee's pay shall revert to the employee's salary rate prior to the temporary assignment.

SECTION 9.2

An employee who temporarily performs work in a lower classification totally different from his normally assigned tasks shall not receive a reduction in pay for this period. Employees who are assigned this temporary duty shall not have the right to refuse to perform the work assigned.

ARTICLE 10

WORK RULES

SECTION 10.1

If there is any written department policy, procedure or directive in conflict with any section of this contract, this contract shall prevail.

SECTION 10.2

Employees shall be given a minimum of seven (7) calendar days' notice prior to the alteration of their normal work schedule unless in a specialized unit whose functions require flexible working hours.

SECTION 10.3

If exigent circumstances exist, changes to an employee's normal work schedule can be made on a temporary basis. Temporary assignments shall be limited to twenty-one (21) working days or less; however, may be extended upon mutual agreement by both parties.

SECTION 10.4

If during the course of official duties an officer has personal property damaged, the CITY will compensate the officer, after proof of purchase or repurchase of the same or similar item, a sum not to exceed three hundred dollars (\$300.00) per incident.

SECTION 10.5

Personal property shall be defined as prescription glasses, contacts, watches, wedding rings or prescription and non-prescription sunglasses. This does not include personal electronic devices, such as laptops, cellular telephones, or other property that has not been authorized to be carried on duty.

- \$100.00 Limit: watches and non-prescription sunglasses.
- \$300.00 Limit: prescription glasses and sunglasses, contacts, and wedding rings.

SECTION 10.6

The CITY will not compensate the officer for damaged personal property if the damage was due to negligence by the officer.

ARTICLE 11

HOURS OF WORK, OVERTIME AND COMPENSATORY TIME

SECTION 11.1

An employee covered by this Agreement shall be paid at one and one-half (1 1/2) times his regular hourly base rate for all hours worked over eighty (80) hours in a fourteen (14) day pay period, with the exception of items covered in Article 11, Section 7.

SECTION 11.2

The CITY shall not change an employee's hours of work solely for the purpose of avoiding overtime pay to the employee. The CITY retains the sole right to determine and re-determine from time-to-time the starting and quitting time and the number of hours worked.

SECTION 11.3

For the purposes of computing overtime, Holiday Administrative, Vacation and Compensatory leave will be computed as time worked within each work cycle. Sick leave will not be computed as time worked: however, overtime hours worked in one week shall not be reduced for sick leave taken in the other week of a fourteen (14) day work cycle.

SECTION 11.4 – RECALL

If an employee is called back to work after completion of the employee's regular shift, the employee shall receive a minimum of two and one-half hours (2 1/2) hours pay at the rate of time and one-half (1 1/2).

SECTION 11.5 –COURT TIME

If an employee attends court during his off-duty time and as a part of his regular duties, he will be compensated at a rate of time and one-half (1 1/2) for all hours over forty (40), with a minimum of two and one-half (2 1/2) hours at the straight time rate. All private checks issued to officers will be turned into Fiscal Management personnel. When attending more than one court hearing or state attorney hearing officers will be compensated at the rate of a minimum of two and one-half (2 1/2) hours at the straight time rate for each hearing in accordance with a two and one-half (2 1/2) hour window between the two (2) hearings.

SECTION 11 (Continued)

SECTION 11.6 - ON CALL/STAND-BY COMPENSATION

An employee assigned to the “On Call” position will be compensated an incentive of one (1) additional hour per weekday (Monday through Friday) and two (2) hours per weekend day (Saturday through Sunday) at a rate of one and one-half (1 ½) times their regular hourly base rate of pay. It shall be the employee’s discretion to take overtime, compensatory time, or any combination of the two.

No additional compensation shall be made for incidental work performed (Such as receiving phone calls, deploying resources, etc.) during “On Call” status, unless the employee is required to actually respond to an incident. In this case, the employee will be paid for a call out in accordance with the collective bargaining agreement.

SECTION 11.7 - COMPENSATORY TIME

Law Enforcement Officers may accumulate compensatory time in the following manner:

- A. Training purposes.
- B. Vice operations and other special assignments, where the officers have agreed prior to the assignment to accept compensatory time.
- C. Officers may request compensatory time in lieu of overtime.

Compensatory time will be taken at the convenience of the Department with the approval of the Chief. Compensatory time accumulation will be at a rate of time and one-half (1½) for all hours worked over forty (40) hours in a work week (eight (8) hours worked - twelve (12) hours compensatory time). Accumulation will not exceed one hundred and twenty (120) hours at any one time. Upon termination, the Officer will receive straight time pay for all compensatory time hours accumulated. Officers who have more than one hundred and twenty (120) hours on the books will use the excess time within one (1) year at the option of the Police Chief.

ARTICLE 12

DISPOSITION OF GRIEVANCES

SECTION 12.1

Any grievance arising during the term of this Agreement between the EMPLOYER and the ASSOCIATION or any employee, involving the interpretation, or application of Agreement, shall be settled in the following manner:

- A. Step 1 – Within ten (10) days after the occurrence of the event giving rise to the grievance, or when the employee or ASSOCIATION becomes aware of the misapplication or misinterpretation of the agreement, the employee with or without the assistance of the ASSOCIATION Representative, shall reduce the grievance to writing, on a form agreed upon by the Employer and ASSOCIATION, and submit the grievance to the employee’s immediate supervisor. The grievance shall state the following:
 1. Article violated;
 2. A complete statement of the grievance; and,
 3. Remedy or correction requested, signed by the aggrieved employee and the ASSOCIATION Representative.
- B. Step 2 – If the grievance is not resolved in Step 1; then within five (5) days following the receipt of the supervisor’s decision or failure to respond as provided in Step 1, the employee shall submit the written grievance to the Shift Commander. The Shift Commander may discuss the grievance with the aggrieved employee or ASSOCIATION Representative, and shall respond in writing with a decision within ten (10) days of receipt of the grievance.
- C. Step 3 – If the grievance is not resolved in Step 2; then within five (5) days following the receipt of the Shift Commander’s decision or failure to respond as provided in Step 2, the employee shall submit the written grievance to the Deputy Chief of Police of the aggrieved employee. The Deputy Chief of Police shall respond in writing with a decision within twenty (20) days of receipt of the grievance.
- D. Step 4 – If the grievance is not resolved in Step 3; then within ten (10) days following the receipt of the Chief of Police or designee’s decision or failure to respond as provided in Step 3, the employee shall submit the written grievance to the City Manager or designee. The City Manager or designee shall respond in writing with a decision within twenty (20) days of receipt of the grievance.

SECTION 12 (Continued)

- E. Step 5 – If the grievance is not resolved in Step 4; then within ten (10) days of the City Manager’s decision or failure to respond as provided in Step 4, either the CITY or the ASSOCIATION may request the grievance be submitted to arbitration.
- F. Within thirty (30) days from the written request of either party for arbitration, the parties shall try to collectively select an impartial arbitrator. If the parties are unable or fail to agree upon an arbitrator during this time period, either party may, with written notice to the other request the Federal Mediation and Conciliation or similar Service to submit a list of seven (7) arbitrators, the grieving party and the CITY will then alternate the striking of three (3) names each and the remaining name will be the selected arbitrator. The arbitrator's decision in this manner, if made in accordance with this contract and the applicable State and Federal Laws and Judicial Interpretations, shall be final and binding on the parties.
- G. The fees and expenses of the impartial arbitrator shall be paid by the losing party. All other expenses in connection with the presentation of the matter to the arbitrator shall be borne by the party incurring them. The arbitrator shall have no power to add to, subtract from, disregard, or modify the terms of this Agreement, nor shall his decision have the -effect of altering the Agreement. The arbitrator's ruling shall be confined to the specific Article violated as stated in the grievance.
- H. Time limits set in this Article shall not include Saturdays, Sundays or paid holidays.
- I. Nothing herein shall preclude the earliest settlement of any grievance directly by Agreement between representatives of the EMPLOYER and the ASSOCIATION.
- J. Employees covered by this Agreement having a City Civil Service Appeal procedure and the contractual grievance procedure available to them for disciplinary action may elect to use either of these processes to the abandonment of the other.
- K. A grievance not advanced to the higher step within the time limits provided shall be deemed permanently withdrawn as having been settled on the basis of the decision most recently given. Failure on the part of the City's representative to render a decision within the time limits set forth in any step shall entitle the employee to proceed to the next step.
- L. The parties agree that in the event of any arbitration hearing, impasse hearing, or other PERC hearing involving the parties, the parties will make verbal closing arguments at the time of the arbitration or hearing, and the parties specifically agree that neither party will make a later written closing argument.

ARTICLE 13

SAFETY AND HEALTH

SECTION 13.1

The CITY agrees that it will conform to and comply with all laws as to safety, health, sanitation and working conditions. The CITY and the ASSOCIATION will cooperate in the continuing objective of eliminating safety and health hazards where they are shown to exist.

SECTION 13.2

Protective devices, and like equipment necessary to protect employees from injury shall be provided by the CITY, at no cost to the employee, in accordance with established safety practices. Such practices may be improved from time-to-time by the CITY, upon subsequent agreement of the CITY and the ASSOCIATION.

SECTION 13.3

Protective body armor (at the current Protective Level 2) shall be provided such that it is rated by the National Institute of Justice Ballistic Resistance of Police Body Armor. At the employee's option, the employee may upgrade the protective level to 3A. The City will initially pay full cost of the upgraded body armor and subsequently charge the employee the cost of the upgrade.

SECTION 13.4

Once a member provides notification to the City from a qualified physician of the member's pregnancy, and the need for restricted duty, upon request, the City shall make every attempt to place the member on an Administrative assignment.

SECTION 13.5

The City agrees that any bargaining unit employee injured on the job shall be paid his full day's wages for the day of the accident and not charged any leave time if his treating physician advises that he could not or should not return to work that day.

ARTICLE 14

SENIORITY

SECTION 14.1 - CITYWIDE SENIORITY

Citywide seniority is defined as the length of employment with the CITY. Such seniority shall be acquired by full-time employees after completion of a probationary period at which time seniority shall be retroactive to the first day of employment.

SECTION 14.2 - DEPARTMENTAL SENIORITY

Department seniority is defined as the length of continuous employment within the Police Department as a sworn Law Enforcement Officer. Departmental seniority shall accrue as of the first day of employment or transfer into the department.

SECTION 14.3 - CLASSIFICATION SENIORITY

Classification seniority is defined as the length of employment within a particular classification. Seniority shall accumulate during absences because of illness, injury, vacation or other authorized leave.

SECTION 14.4

Seniority will be lost when an employee:

- A. Terminates voluntarily;
- B. Is discharged for cause;
- C. Exceeds an authorized leave of absence, unless leave is extended by the City Manager;
- D. Fails to return from recall within three (3) days after notice given by the City, by certified mail, to return to work.

SECTION 14.5

When conflicts arise in scheduling of vacation or compensatory time off, the employee with the greatest rank seniority and if the rank seniority is the same, departmental seniority shall be given first consideration providing the request was submitted in writing on the same day.

ARTICLE 15

REDUCTION IN FORCE

SECTION 15.1

Should a reduction in the EMPLOYER's work force become necessary, terminations by force reduction, hereinafter referred to as lay-off, shall be accomplished in the following manner:

- A. Lay-off shall be by classification within the Department.

Upon establishing the number of employees to be laid off within a classification in the Department, the EMPLOYER shall lay-off in accordance with qualifications which reflect quality and quantity of work, work habits, and classification and Departmental seniority.

- B. No regular employee shall be laid off while there are emergency, temporary, part-time or probationary employees serving in the same classification within the Department.
- C. The laid off employee shall have the right to bump into a lower classification within the Department. This will also be based upon his qualifications and ability to do the work.
- D. The laid off employee shall have the right to utilize his City seniority as defined in this Agreement, to bump into an existing position, previously held by the employee in a lower or equal classification. This bumping right shall be contingent upon the employee's qualification and current ability to perform the work of the position. For the purposes of this Article, position is defined as a classification within the Department.
- E. The CITY will make available to the ASSOCIATION annually a Seniority List of Bargaining Unit Members.
- F. The CITY will maintain a list of employees laid off under this Article for twelve (12) months and will not hire any new employees until the employees that were laid off from this bargaining unit are contacted and offered the open position(s) if they currently are qualified and meet the Police standards. For employees hired prior to the ratification of the FY 2016 contract, the CITY will maintain a list of employees laid off under this Article for two (2) years.

ARTICLE 16

PROMOTIONS AND PROMOTIONAL EXAMINATION PROCEDURES

SECTION 16.1

- A. Vacancies in higher positions in the Bargaining Unit shall be filled by promotion from lower classes whenever it is in the best interest of the CITY to do so.
- B. When it is determined that there will be a promotional examination procedure, the CITY shall designate the lower class from which the promotion is to be made.
- C. The Chief of Police shall determine the competitive promotional examination and/or assessment process.
- D. The CITY shall conduct a competitive examinations procedure and establish eligibility list in the manner provided below. Eligibility shall be established as follows:

Sergeant's eligibility requirements:

- Have a minimum of three and a half (3 ½) years of experience with the Fort Pierce Police Department in the capacity of a sworn officer; and
- Have received a rating of satisfactory or higher on the last three (3) performance evaluations; and
- Achieve a qualifying score on the most recent promotional examination or assessment.

Lieutenant's eligibility requirements:

- Have a minimum of two (2) years of experience with the Fort Pierce Police Department in the capacity of a sergeant; and
- Have received a rating of satisfactory or higher on the last three (3) performance evaluation; and
- Achieve a qualifying score on the most recent promotional examination or assessment.

- E. In the event that promotional scores are the same, everyone at that level will be included on the eligibility list.

SECTION 16 (Continued)

- F. All promotional examination procedures shall be publicized in advance of the examination by posting announcements on the prescribed bulletin boards at least thirty (30) days prior to the commencement of the examination.
- G. The Chief of Police shall select an employee for promotion to the next rank from the eligibility list created after the promotional examination and/or assessment process have been completed. The following shall determine the eligibility list:
- Sergeants – The eligibility list shall be comprised of the top ten (10) Officers with a passing score of seventy (70) on the promotional examination and/or assessment process. The eligibility list shall be valid for one (1) year, with an option to extend the eligibility list for six (6) months. The eligibility list can only be extended up to two (2) times.
 - Lieutenants – The eligibility list shall be comprised of all Sergeants with a passing score of seventy (70) on the Lieutenants promotional examination and/or assessment process. The eligibility list shall be valid for one (1) year, with an option to extend the eligibility list for six (6) months. The eligibility list can only be extended up to two (2) times.

ARTICLE 17

INSURANCE

SECTION 17.1

- A. At the beginning of each fiscal year, October 1, bargaining unit members electing the City's Basic Health Plan BCBS Medical Plan 3559 or the "Buy-Up" Plan BCBS Medical Plan 0727 shall be required to pay the CITY approved amount for employee only coverage. Currently, the City agrees to pay 91.25% and the employee will pay 8.75% for employee only coverage. If the bargaining unit member elects dependent coverage under either medical plan, the CITY agrees to pay at least 50% of the cost of all premiums. Any additional expenses incurred for improved coverage under any Buy-Up Plan shall be paid by the Bargaining Unit member.
- B. The CITY will furnish life insurance coverage in the amount of \$20,000 for all full-time regular Bargaining Unit members.
- C. Any anticipated changes during the life of this Contract are subject to negotiations prior to implementation.

ARTICLE 18

CHECKOFF

SECTION 18.1

The CITY agrees to deduct every two weeks from the earnings of the employees who have so authorized in writing, membership dues, initiation fees, benefit charges and remit same to the ASSOCIATION in an amount certified by the ASSOCIATION for twenty-six (26) bi-weekly deductions. Such authorization to be valid shall conform to applicable State and Federal Laws.

SECTION 18.2

An employee may revoke his authorization for deduction of dues, provided the employee gives thirty (30) days written notice to the ASSOCIATION and the CITY by registered mail. Dues revocation shall be processed through the ASSOCIATION.

SECTION 18.3

No deductions shall be made from the pay of an employee during any payroll period in which the employee's net earnings are less than the amount of the dues to be checked. Earnings shall mean the amount due an employee after all required deductions, i.e.: Federal Taxes, F.I.C.A., Social Security, Pension, Credit Union; Health and Life Insurance Premiums.

SECTION 18.4

The ASSOCIATION shall indemnify the CITY and hold it harmless against any and all suits, claims, demands and liabilities which arise out of or by reason of any action taken or not taken by the CITY to comply with the provisions of this Article.

ARTICLE 19

UNION REPRESENTATION

SECTION 19.1

A written list of the ASSOCIATION Representatives shall be furnished to the CITY prior to the effective date of their assuming duties of office. The ASSOCIATION shall notify the CITY promptly of any changes of such ASSOCIATION representatives.

SECTION 19.2

The following sections outline the duties and responsibilities of representatives in performance of their functions as recognized ASSOCIATION representatives. In those cases which cannot be resolved otherwise, ASSOCIATION representatives shall be granted reasonable time off during working hours to investigate and settle grievances on the job site which is within their jurisdiction, upon notifying and securing the approval of their immediate supervisor, pay taken from the time pool. Productivity loss must be minimized. ASSOCIATION representatives shall not investigate, present or adjust grievances or disputes on premium time. Upon returning to his work assignment, each ASSOCIATION representative shall report to his immediate supervisor unless prior consent not to do so has been secured.

SECTION 19.3

It is agreed that all ASSOCIATION representatives have productive work' to perform as assigned by the CITY. The parties agree that each will cooperate with the other in reducing to a minimum the actual time spent by the ASSOCIATION representatives in investigating, presenting and adjusting grievances or disputes. Solicitation of membership shall not be engaged in during working hours. No general ASSOCIATION Membership meeting shall be held on CITY's time.

SECTION 19.4

ASSOCIATION representatives are subject to all CITY rules regarding the conduct of employees of the CITY.

SECTION 19.5

Upon request of the ASSOCIATION, employees may be granted leave with pay (if taken from the time pool), whenever reasonable, for ASSOCIATION business with the approval of the Chief of Police, or designee.

SECTION 19 (Continued)

SECTION 19.6

Any Bargaining Unit employee being disciplined shall be advised of their rights to representation.

SECTION 19.7

The City and the ASSOCIATION agree to the creation of a PBA Time Pool. It shall be the responsibility of the PBA to supply to the City a PBA Time Pool Authorization Form which includes the name of the employee and the hours of vacation time or compensatory time donated by the employee to the pool. The form must be signed by the employee donating time. Time donations may be made up to two (2) times per calendar year with reasonable notice given to the CITY and shall be in increments of not less than two (2) hours nor more than forty-eight (48) hours. Time Pool hours may be drawn at the written discretion of the PBA President or his designee in increments of at least one (1) hour.

Charges against the PBA Time Pool will be kept by the Police Department and the PBA. A PBA representative may be granted pool time to attend public budget hearings, City Commission Hearings or resolution of impasse hearings before the City Commission. The Time Pool may also be used by the PBA to attend State Board Meetings of the Police Benevolent ASSOCIATION or seminars sponsored by the PBA or to contribute to a sick or injured employee in accordance to Section 19.8.

The use of the Time Pool shall be handled in the same manner as vacation requests. The PBA and City agree that this Time Pool will not be used if it creates any minimum staffing problems or limits the conducting of department business as noted at the discretion of the Chief of Police or his designee. Should the PBA Time Pool become depleted, anyone engaging in PBA activities during his working hours shall do so without pay, unless otherwise agreed to or provided for in the Agreement.

SECTION 19.8

The City agrees to allow any member to contribute vacation or comp time, or any combination thereof, to another employee of the Police Department. The sick or injured employee must have exhausted all other leave before receiving any contribution and may accept and use up to 240 hours of contributed time in a Fiscal Year.

ARTICLE 20

HOLIDAYS

SECTION 20.1

The following days will be observed as holidays for all employees subject to this Agreement: January 1st, Martin Luther King's Birthday, Presidents Day, Memorial Day, July 4th, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving Day, December 24th and December 25th.

SECTION 20.2

Whenever a holiday falls on a Sunday, the following Monday shall be considered a holiday. When a designated holiday falls on a Saturday, the preceding Friday will be observed as a holiday.

SECTION 20.3

Holidays which occur during annual leave shall not be charged against annual leave. An employee who is not on approved leave and fails to report on the day before or the day after a holiday shall not be paid for the holiday, unless excused by Chief of Police or designee.

SECTION 20.4

Any employee who shall be required to perform work on one of the holidays listed above shall be compensated as directed by the City Manager.

ARTICLE 21
VACATION LEAVE

SECTION 21.1

- A.** All full-time, regular and provisional employees shall be entitled to earn and accrue vacation leave with pay which will be computed from the starting date of employment.
- B.** Temporary employees shall not be eligible for vacation leave.
- C.** Part-time employees who work twenty-five (25) hours or more per week shall be entitled to accrue leave in proportion to the number of hours worked. An employee who normally works less than twenty-five (25) hours per week shall not be entitled to any vacation leave.
- D.** Employees serving a probationary period on an original appointment shall accrue vacation leave in accordance with the provisions of this section. If an employee serving a probationary period on an original appointment leaves the CITY's service without satisfactorily completing the probationary period, he shall not be compensated for any accrued leave.

SECTION 21.2 - RATE AT WHICH LEAVE IS EARNED, ACCUMULATED AND PAID

All regular employees shall accumulate vacation leave as follows:

- | | |
|---|--------------------|
| A. One (1) year of service but less than five (5): | 96 hours per year |
| B. Five (5) years of service but less than ten (10): | 112 hours per year |
| C. Ten (10) years of service but less than (15): | 136 hours per year |
| D. Fifteen (15) years of service and over: | 160 hours per year |

Earned vacation leave may be accumulated for qualifying full and part time, regular status employees to a maximum of forty-five (45) working days (360 hours). Any hours accumulated over thirty (30) working days (240 hours) at the close of each fiscal year (September 30) shall automatically (no action by employee will be required) be deducted from the employee's total accumulated vacation leave balance with no compensation being made. The employee will then have a remaining balance of thirty (30) working days (240) hours and shall again be eligible to accrue vacation leave up to forty-five (45) working days (360) hours over the next fiscal year. Accrual ends when an employee has reached the maximum of forty-five (45) working days (360 hours). Employees who separate from the City will be paid for all accumulated vacation leave up to 360 hours.

SECTION 21 (Continued)

Earned vacation leave may be accumulated to a maximum not to exceed forty-five (45) working days (360 hours) at the close of each fiscal year (September 30). Any accumulation over thirty (30) working days (240 hours) will be considered forfeited and lost at the close of each fiscal year (September 30).

Vacation pay will be computed at the employee's base rate of pay.

NOTE: Employees shall not earn vacation time when the employee is on a non-paid leave status.

SECTION 21.3 - USE OF VACATION LEAVE

Subsequent to the successful completion of the first six (6) months employment, vacation leave may be taken as earned subject to the approval of the department head who shall schedule vacation leave so as to meet the operating requirements of the department. Vacation leave assignments will be made in accordance with the preference of the employee, whenever possible, however, leave must be taken at the convenience depending on the needs of the department. The Chief of Police or designee's decision as to when leave may or may not be taken will be final.

SECTION 21.4

For vacation purposes, reinstated employees, except employee reinstated as a result of a grievance or arbitration, are considered new employees. Annual leave may be granted for the following purposes:

- A. Vacation leave;
- B. Absences for transaction of personal business which cannot be conducted during off-duty hours;
- C. Religious holidays;
- D. Sickness, once sick leave has been exhausted through illness;

SECTION 21.5 - PAYMENT OF UNUSED VACATION LEAVE

Regular employees who have completed six (6) months or more service shall, upon leaving the CITY's service in good standing, be compensated for vacation leave accrued to the date of separation, but not to exceed three hundred sixty (360) hours.

ARTICLE 22

SICK LEAVE

SECTION 22.1 - RATE AT WHICH SICK LEAVE IS EARNED

All Bargaining Unit employees earn sick leave credits at the rate of one (1) working day per calendar month, or major portion thereof. Any employee who has taken sixteen (16) or more calendar days of sick leave with or without pay in one month shall not earn sick leave for that month.

SECTION 22.2 - REQUEST FOR SICK LEAVE

To receive compensation while absent on sick leave, the employee shall notify his immediate supervisor, division or Chief of Police or designee not less than one (1) hour prior to the time set for beginning the daily duties. An employee in a unit operating on a twenty-four (24) hour basis must notify the immediate supervisor and/or shift commander within the time limit established by the appropriate department head.

SECTION 22.3 - USE OF SICK LEAVE

Sick leave may be granted for the following purposes:

- A. Personal injury or illness.
- B. Pregnancy.
- C. Necessary appointments with physicians or dentists.
- D. Exposure to a contagious disease, which would endanger others.
- E. Illness or injury of a member of the employees' household which requires the personal care and attention of the employee.

SECTION 22.4 - ACCUMULATION OF SICK LEAVE

The maximum number of accumulated sick leave hours shall be unlimited. Sick leave shall not be used within the first thirty (30) days of employment.

SECTION 22.5 - CERTIFICATION BY A PHYSICIAN

Whenever an employee uses sick leave in excess of two (2) consecutive days, they may be

SECTION 22 (Continued)

required by the Chief of Police or designee to submit a certificate from a licensed physician. When it is determined that an employee's request for sick leave is not justified, the value of the absent time may be deducted from the employee's pay or accrued vacation leave.

Claiming sick leave when physically fit shall be cause for disciplinary action and subject to suspension or dismissal.

SECTION 22.6 - UNUSED SICK LEAVE

- A. Employees who leave the CITY's service in good standing and have at least three (3) through nine (9) years of continuous service with the CITY, will receive pay for one-half (1/2) of their accumulated sick leave balance up to a maximum of forty-five (45) days.
- B. Employees who leave the CITY's service in good standing and have at least ten (10) or more years of continuous service with the CITY will receive pay for their accumulated sick leave balance up to a maximum of ninety (90) days.
- C. Employees who do not use all of their sick leave because of sickness or disability may use this toward early retirement. At the employee's request for early retirement, the employer shall take the total hours of unused accumulated sick leave; and divide this by the hours the employee works per week. This figure shall be the amount of time in weeks that the employee may be absent from the department and continue to draw full pay; provided however, such time shall not exceed ninety (90) days. The employee who requests and uses unused accumulated sick leave in this manner shall be considered retired when the sick leave time is exhausted. Said request shall be irrevocable.

ARTICLE 23
BEREAVEMENT LEAVE

SECTION 23.1

Police Officers shall be granted up to three (3) days bereavement leave for death in their immediate family, without charge to any other accrued leave time. Immediate family is defined as the employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandfather, grandmother, grandson, granddaughter, great-grand parents, grandparents-in-law, step grandparents, foster parents, and foster children.

For the purpose of funeral flowers, immediate family is defined as the employee's father, mother, son, daughter, husband, wife stepfather, stepmother, stepson, stepdaughter, grandson, and granddaughter. Maximum amount is not to exceed \$50.00 in US funds (including tax and shipping).

SECTION 23.2

Unless otherwise approved by the Chief of Police or designee bereavement leave shall be used within thirty (30) days of the death of an immediate family member.

ARTICLE 24

DRUG AND ALCOHOL TESTING

SECTION 24.1

The City of Fort Pierce and the ASSOCIATION have a strong and legitimate interest in insuring that employees are fit to perform their duties. Employees must be prepared to react and make decisions quickly in order to ensure public safety. The work requires complete mental and physical functioning of employees. The CITY'S need to protect the public safety and welfare as well as the welfare and safety of its employees will be aided by achieving and maintaining a drug-free workplace. The City agrees that no employee will be disciplined that volunteers that he has a substance abuse problem and is requesting or receiving assistance to address such substance abuse problems, if such request or seeking of assistance is made prior to an order to submit to a drug test. The employee requesting assistance shall follow the department's approved leave policy and shall submit to a fitness for duty test, at the City's expense, prior to reinstatement.

SECTION 24.2

All employees are prohibited from possessing, consuming, or being under the influence of drugs or intoxicating substances, including alcohol, while on duty. The term "alcohol" includes distilled spirits, wine, malt beverages, and intoxicating liquors.

SECTION 24.3

Use, possession, sale, solicitation, or transfer of drugs or other illegal substances, or an attempt to perform the foregoing actions at any time, on or off duty, is strictly prohibited. * The term "drugs" shall include, but not be limited to, amphetamines, methamphetamine, cannabinoids, cocaine, phencyclidine (PCP), hallucinogens, methaqualone, opiates, barbiturates, benzodiazepines, synthetic narcotics, designer drugs, or a metabolite of any of the substances listed herein. In addition the term "drugs" used herein, shall include the use of any illegal substance as well as the misuse or abuse of prescribed drugs.

***This would not include any authorized activities by any officer working in an authorized undercover capacity or processing evidence.**

SECTION 24.4

The EMPLOYER and the ASSOCIATION mutually agree that the EMPLOYER may require all employees to be tested for alcohol or drug use. As explained more fully below, such testing may be done during annual physical, following any on-duty accident, upon reasonable suspicion, and on a random basis. In addition to the times stated above, the EMPLOYER may test for alcohol/drugs whenever it has good cause to believe that an employee is under the influence of alcohol/drugs while

SECTION 24 (Continued)

on duty. "Drug test" or "test" means any chemical, biological or physical instrument analysis administered for the purpose of determining the presence or absence of alcohol, a drug or its metabolites, or other illegal substances. At the discretion of the employer, such test may be performed on anyone or combination of the following: urine, blood, hair, saliva, breath, or other appropriate body specimen. Collection of specimens will be done under medical supervision, at the Employer's direction.

SECTION 24.5

Scheduling for any testing or examination will be during duty hours, at the discretion of the EMPLOYER, and the results will become part of the employee's permanent record. Should the employee refuse to cooperate with the testing, including refusal to submit to the test at the time ordered, such refusal shall result in the employee's immediate discharge from employment.

SECTION 24.6

For purposes of this Article, "reasonable suspicion" drug testing means drug testing based on a belief that an employee is using or has used alcohol or drugs in violation of the Employer's policy, drawn from specific objective and articulated facts and reasonable inferences drawn from those facts. Among other things, such facts and inferences may be based upon, but not limited to:

- A. Observable phenomena while at work, such as direct observation of alcohol or drug use or of the physical symptoms of manifestation of being under the influence of alcohol or a drug.
- B. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance determined by at least two (2) supervisors.
- C. A report of alcohol or drug use, provided by a reliable and credible source, or which has been independently corroborated.
- D. Information that an individual has tampered with an alcohol or drug test during his employment.
- E. Information that an employee has caused, or contributed to, an accident while at work.
- F. Information that an employee has used, possessed, sold, solicited, or transferred drugs or attempted to use, possess, sell, solicit, or transfer drugs.

SECTION 24 (Continued)

SECTION 24.7

For random testing, individuals will be selected for testing by a random number generating computer program. Testing will be conducted periodically throughout the year. No employee will be randomly tested more than three (3) times in a calendar one (1) year period.

SECTION 24.8

In testing for the presence of alcohol, the Employer shall utilize a generally accepted testing procedure. Should a test substantiate that the employee is under the influence of alcohol while on duty, the employee will be disciplined up to and including discharge in accordance with the Personnel Rules and Regulations.

SECTION 24.9

In testing for the presence of drugs, the Employer will utilize an initial screening procedure such as EMIT. If the initial screening test is positive, a confirmatory test such as the GAS Chromatography/Mass spectrometry (GSIMS) test will be performed. The Employer, in its sole discretion, may request a confirmatory test be performed if the initial screening test is negative. Should a drug test substantiate the use or influence of drugs, the employee shall be immediately discharged, provided a second test has been performed and the results were positive. In the period between the initial test and the second test the employee shall be placed on administrative leave with pay, pending the confirmed results of the second test.

SECTION 24.10

Within five (5) calendar days after receiving notice of a positive confirmed test result, the employee may submit information to the Employer concerning a legitimate explanation for the confirmed positive test. If the explanation is satisfactory to the Employer, the Employer may, at its discretion, request the sample to be retested. If the results of the retest confirm a legal substance or legal use of a controlled substance, the employee will be returned to work without loss of pay or benefits. An employee who is suspended or discharged due to a positive test result, or who is discharged for refusing to be tested, may appeal to either the Civil Service Board or follow the approved grievance procedure within seven (7) calendar days after the suspension or discharge or the Employer's response in Section 9 of this Article.

SECTION 24 (Continued)

SECTION 24.11

No physician-patient relationship is created between an employee and the Employer or any person performing or evaluating a test, solely by the administration of a testing program. The employer or its designee shall have access to employee testing information. If disciplinary actions are brought under or are related to this Article, the Employer or its designee *as well as* the laboratory, which conducted the test, shall have access to the employee's testing information where the information is relevant to its defense in a civil or administration matter.

SECTION 24.12

This Article does not prevent the Employer from disciplining an employee for any violation of the Personnel Rules and Regulations, operating procedures, or other provision of this Agreement that may occur regardless of whether it is in connection with alcohol and/or drug use or abuse. If the Employer finds that the employee's use of any drug has detrimentally affected its interest, the employee may be subject to disciplinary action up to and including termination.

ARTICLE 25

MAINTENANCE OF STANDARDS

SECTION 25.1

It is agreed that the specific benefits, rights and privileges enumerated in this contract shall remain in force throughout the term of the contract. The following benefits, procedures and practices will be continued for the life of this Agreement: Pension, PBC Credit Union, approved car allowances, City time for approved examinations, and Funeral Leave (in accordance with the Personnel Rules and Regulations).

ARTICLE 26

AFFIRMATIVE ACTION

SECTION 26.1

The ASSOCIATION and the CITY agree that an Affirmative Action Program is necessary and important to all employees, the ASSOCIATION and the CITY.

ARTICLE 27

INTERNAL INVESTIGATIONS AND DISCIPLINARY PROCEDURES

SECTION 27.1

All internal and external investigations which are included in the provisions of the Police Officer's Bill of Rights will be conducted in accordance with the most current Police Officers Bill of Rights and other appropriate statutes.

ARTICLE 28

SEVERABILITY

SECTION 28.1

Should any final decision of any Court of competent jurisdiction affect any practice or provision of this Agreement, only the practice or provision so affected shall become null and void; otherwise, all other provisions or practices under this Agreement shall remain in full force and effect.

ARTICLE 29

EDUCATIONAL REIMBURSEMENT

SECTION 29.1 SERGEANTS AND LIEUTENANTS

The CITY agrees to reimburse employees for tuition costs at the current state rate and books required in pursuing and achieving college degrees, from a college or university certified by an accreditation entity recognized by the U.S. Department of Education, in the area of Criminal Justice or related field. This reimbursement is based upon the student achieving a grade “C” or better. When the employee successfully completes a thirty (30) semester hour block, the employee shall agree to work at least two (2) years beyond this date or reimburse the CITY for any funds expended on tuition and books. The two (2) years applies to an employee who resigns. This program is subject to funding availability.

SECTION 29.2

Bargaining Unit members who wish to participate in the educational reimbursement program should notify the Chief of Police (or designee) no later than one month prior to the planned course enrollment date. Those who did not make the notification should be left out of the reimbursement program for the upcoming fiscal year.

SECTION 29.3

Educational reimbursement should be limited to fifteen (15) credit hours per calendar year.

ARTICLE 30

RETIREMENT PLAN

SECTION 30.1

The ordinance pertaining to the City of Fort Pierce Retirement and Benefit System will provide for a benefit accrual rate of three percent (3%) for Sergeants and Lieutenants employed by the City who are subject to collective bargaining. The member contribution rate for these employees is five and sixteen one-hundredth percent (5.16%) of compensation.

SECTION 30.2

There shall be no increases in member's contribution rates, unless there is a corresponding increase in benefit levels and City contribution rates as agreed to by the parties.

SECTION 30.3

Changes affecting new employees only effective October 1, 2012 (left for historical purposes):

1. Change the vesting period from 5 to 10 years.
2. Capping the 3.0 percent multiplier to maximum ceiling of 75 percent. The first 25 years of service covers the 75 percent with an annual maximum pension payment not exceed \$100,000.
3. Overtime hours used in the calculation of pension benefits are capped at three hundred (300) hours. The first three hundred (300) hours in a fiscal year.
4. Accrued unused vacation and sick cannot be used in the calculation of pension benefits.

Changes affecting current unit members:

A. Overtime

1. All overtime earned but unused as of the effective date of this Agreement shall be included as compensation for pension purposes.
2. After the effective date of this Agreement, the maximum overtime hours shall be three hundred (300) hours; unless the statutory restriction is amended or struck, in which case the parties shall meet to negotiate the same or different calculated amount.

SECTION 30.3 (Continued)

B. Sick Leave and Vacation Time

1. All accrued and unused sick leave, up to seven hundred twenty (720) hours, and vacation time, up to three hundred sixty (360) hours, as of the effective date of this Agreement shall be included as compensation for pension purposes.
2. Sick leave and vacation time accrued after the effective date of this Agreement shall not be counted as compensation for pension purposes, unless the statutory restriction is amended or struck, in which case the parties shall meet to negotiate the same or different calculated amounts. However, as in the example above, all accrued unused sick and vacation hours up to the maximum as established at the effective date of this Agreement shall be included as compensation for pension purposes.
3. The CITY shall calculate the amount of unused overtime, sick leave, and vacation time as of the effective date of this Agreement, for each unit member and the CITY shall so notify the unit member, as well as, document the figures in the unit member's personnel file.

SECTION 30.4

The annual maximum pension payment for a bargaining unit member shall not exceed \$100,000.00. This cap shall not include or apply to the supplemental 185 Retirement Fund.

SECTION 30.5

Change the vesting period from 10 years to 5 years effective November 5, 2018.

ARTICLE 31
WAGES
LIEUTENANTS AND SERGEANTS
FY 2019

SECTION 31.1

FISCAL YEAR 2019

For the CITY’S Fiscal Year 2019, a step pay plan for bargaining unit members is established as provided in Addendum A, which is incorporated herein.

Lieutenants and Sergeants: Date of Promotion

LIEUTENANTS

STEPS	DATES OF PROMOTION
1	October 1, 2014 – September 30, 2015
2	October 1, 2013 – September 30, 2014
3	October 1, 2012 – September 30, 2013
4	October 1, 2011 – September 30, 2012
5	October 1, 2010 – September 30, 2011
6	October 1, 2009 – September 30, 2010
7	October 1, 2008 – September 30, 2009

SERGEANTS

STEPS	DATES OF PROMOTION
1	October 1, 2014 – September 30, 2015
2	October 1, 2013 – September 30, 2014
3	October 1, 2012 – September 30, 2013
4	October 1, 2011 – September 30, 2012
5	October 1, 2010 – September 30, 2011
6	October 1, 2009 – September 30, 2010
7	October 1, 2008 – September 30, 2009
8	October 1, 2007 – September 30, 2008
9	October 1, 2006 – September 30, 2007
10	October 1, 2005 – September 30, 2006

The CITY shall provide a total of a three percent (3%) increase to the bargaining unit’s over-all Step Plan. For Fiscal Year 2019, the employees will remain in their current step. The employees’ pay increase shall be calculated as indicated in Addendum A chart. The employees’ pay increases shall be retroactive and relate back to the effective date of October 1, 2019. It is the City’s policy that whenever an employee reaches the top of his/her pay range, they will receive a one-time bonus if a raise is negotiated.

SECTION 31 (Continued)

For the Rank of Sergeant;

Sergeants in Step 10 of the previous Step Plan shall receive a three percent (3%) raise.

For the Rank of Lieutenant;

Lieutenants in Step 7 of the previous Step Plan shall receive three percent (3%).

Pay (wage) Increases will only be awarded to employees who were employed and on the payroll on 10/01/2019 and are currently working. Retroactive Pay shall only be awarded to bargaining unit members that are on the pay roll at the police department at the time the contract is approved by the CITY and implemented (paid) by payroll.

SECTION 31.2 SPECIALIZED UNITS - INCENTIVE PAY

Specialized Units, to include Detectives, Crime Prevention, Training, and Recruiting shall receive a pay allowance of three hundred and twenty dollars (\$320.00) per month. K-9 Officers will receive a pay allowance of four hundred fifty dollars (\$450.00) per month.

Bargaining unit members designated as Training Instructors and shall conduct Departmental and inter-Departmental trainings as designated by the Chief of Police, or designee. Employees may only receive one Specialized Unit stipend. The CITY agrees to compensate these Training Instructors via a monthly pay allowance of three hundred and twenty dollars (\$320.00) per month when training for eight (8) hours or more in a month. This pay allowance is provided only when the bargaining unit member conducts eight (8) or more hours of training in a month.

SECTION 31.3 - HOUSING ALLOWANCE

All officers living within the City of Fort Pierce in service years one through ten (1-10) are eligible to receive a housing allowance of three thousand dollars \$3000 per year or two hundred fifty dollars (\$250) per month, as funding permits. Officers must verify their address and notify HR of any address changes within seven 7 days.

SECTION 31.4 EMERGENCY PAY

In the case of declared emergency, the rate of pay shall follow the City of Fort Pierce Emergency Pay Policies. The additional pay provision policy will be presented to union representatives in person or via email by June 30 of each year unless extended by mutual agreement and will be in effect only for a period of one year.

Addendum A – PBA Sergeants and Lieutenants

Step Pay Plan

SERGEANTS										
STEPS	1	2	3	4	5	6	7	8	9	10+
FY2019 2020	72,066	73,344	74,683	76,022	77,363	78,702	80,042	81,381	82,714	84,067
LIEUTENANTS										
STEPS	1	2	3	4	5	6	7+			
FY2019 2020	87,095	88,708	90,320	91,935	93,546	95,160	96,774			

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

CITY OF FORT PIERCE

AND THE

COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION

(Sergeants' and Lieutenants' Unit)

~~**OCTOBER 1, 2015 to SEPTEMBER 30, 2018**~~
OCTOBER 1, 2018 to SEPTEMBER 30, 2021

Contract Ratified: 04/24/2020
City Commission Approval: 05/04/2020

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ARTICLE 1

PREAMBLE

SECTION 1.1

This Agreement is entered into by and between the CITY OF FORT PIERCE, FLORIDA, hereinafter referred to as the "EMPLOYER" or the "CITY", and the Coastal Florida Police Benevolent Association, hereinafter referred to as the ASSOCIATION. It is the purpose of this Agreement to achieve and maintain harmonious relations between the EMPLOYER and the; Association; to insure the continuous, uninterrupted, efficient operations of the Department; to provide prompt and peaceful adjustment of differences which may arise and to establish the standards of wages, hours, and other terms and conditions of employment.

SECTION 1.2

The purpose of this Agreement is to promote and maintain harmonious and cooperative relationships between the EMPLOYER and the EMPLOYEES, both individually and collectively, to provide an orderly and peaceful means for resolving differences which arise concerning the interpretation or application of this Agreement, and to set forth herein the basic Agreement between the parties in the determination of wages, hours, terms and conditions of employment.

SECTION 1.3

The use of masculine pronouns in this Agreement is only for the convenience of expression, and such pronouns refer to all employees covered by this Agreement, regardless of gender.

SECTION 1.4

There shall be no separate agreements made between bargaining unit members and the City that that are contrary to the terms herein provided.

ARTICLE 2

RECOGNITION

SECTION 2.1

The CITY OF FORT PIERCE hereby recognizes COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION as the sole and exclusive bargaining agent for the job classification of Sergeant and Lieutenant in the unit designated by the Florida Public Employees Relations Commission in Certification, #1349 as Amended.

SECTION 2.2

For the purpose of this Agreement, the terms Bargaining Unit employees, Sergeant, Lieutenant, member and employee shall be synonymous.

ARTICLE 3

SUBCONTRACTING

SECTION 3.1

Subcontracting shall mean for the purpose of this contract, work which will be contracted out by the CITY to another agency, person, company, group, etc., which results in the direct displacement (lay-off) of bargaining unit employees.

SECTION 3.2

The EMPLOYER reserves the right to subcontract work while recognizing the ASSOCIATION'S obligation to represent regular unit employees' jobs who are presently employed. Should subcontracting occur, which displaces regular unit employees currently on the payroll, the EMPLOYER agrees to notify the ASSOCIATION when the request to subcontract is put on the City Commission 'agenda, without waiver of either parties' rights under the law.

ARTICLE 4

EMPLOYEE RIGHTS

SECTION 4.1

The CITY agrees not to interfere with the right of any eligible employee to become a member of the Association withdraw from membership from the Association, refrain from becoming a member of the Association or exercising his rights as an Association member.

SECTION 4.2

Nothing contained in this Agreement shall foreclose any employee covered by this Agreement from pursuing any right or remedy without representation of the Association. Further, nothing contained in this Agreement shall foreclose any employee from discussing a non-contract problem directly with his supervisor or other departmental official without the intervention of the Association, provided that the immediate supervisor or other departmental official agrees to discuss and/or attempt to resolve the matter outside the formal grievance procedure.

ARTICLE 5

MANAGEMENT RIGHTS

SECTION 5.1

Except as expressly provided for in this Agreement, the CITY retains the sole right to determine and from time to time to re-determine how to manage its operations and direct the working force, including the rights to decide the scope of service to be performed, the method of service, the size and composition of work force; to contract and subcontract existing and future work; to determine whether and to what extent the work required in its operations or job, shall be performed by employees covered by this Agreement; to maintain order and efficiency in its work locations; to curtail or discontinue temporarily or permanently, in whole or in part, operations whenever in the opinion of the CITY's good business judgment makes such curtailment or discontinuance advisable to hire, layoff, assign, transfer, classify and reclassify, promote and determine the qualification of employees.

SECTION 5.2

The CITY retains the sole right to discipline, suspend, and discharge employees for just cause, including violations of any of the terms of this Agreement. During an emergency, the rights of employees under Article 12 shall be suspended. Upon termination of the emergency status, employees shall have the right to grieve discipline, suspension and discharge at Step 1 through Step 4.

SECTION 5.3

The exercise of the above rights in Section 5.1 and 5.2 does not preclude employees or their representative from conferring or raising questions or demanding to negotiate a change in terms and conditions of employment about the practical consequences that decisions on these matters may have on terms and conditions of employment.

SECTION 5.4

The above rights of the CITY in Sections 5.1 and 5.2 are not all-inclusive but indicate the type of matters or rights which belong to and are inherent to the CITY in its capacity as management of the City of Fort Pierce.

SECTION 5.5

If the City determines that a civil emergency condition exists, including, but not limited to riots, civil disorders, hurricane conditions or similar catastrophes, the provisions of this Agreement may

SECTION 5.5 (Continued)

be suspended during the time of the declared emergency. All pay provisions, and Section 5.2 ~~and Article 12~~ will continue in case of emergency.

ARTICLE 6

NO STRIKES AND LOCKOUTS

SECTION 6.1

There will be no strikes, work stoppages, picketing in furtherance of a work stoppage, slow-downs, boycotts or concerted failure or refusal to perform assigned work by the employees or the Association and there shall be no lockouts by the CITY for the duration of this Agreement. The Association supports the CITY fully in maintaining normal operations. It is recognized by the parties that the CITY is responsible for and engaged in activities, which are the basis of the health and welfare of the citizens, that any violation of this section could give rise to irreparable damage to the CITY and to the public at large. Accordingly, it is understood and agreed that in the event of any violation of this section, the CITY shall be entitled to seek and obtain immediate injunctive relief. Provided; however, it is agreed that the ASSOCIATION shall not be responsible for any act alleged to constitute a breach of this section if neither the ASSOCIATION nor any of its officers instigated, authorized, condoned, sanctioned or ratified such action, and further, that the ASSOCIATION and its officers have used every possible means to prevent or terminate such action.

SECTION 6.2

Employees directed to take police action during a strike and/or labor dispute shall remain neutral, despite the disagreement of the parties involved. The employee will be governed by the policy/procedures of the Fort Pierce Police Department, the laws of the State of Florida, Federal Law, and the United States Constitution.

SECTION 6.3

Any employee who participates in a strike shall not be entitled to any daily pay, wages or any other benefits for the day(s) during their participation in the strike. Any employee who is investigated and found to have unlawfully participated in a strike shall be subject to discipline, up to and including, termination.

ARTICLE 7

BULLETIN BOARDS AND MAILBOXES

SECTION 7.1

The CITY agrees to furnish bulletin board space solely for the use of the ASSOCIATION. All ASSOCIATION notices will be approved and signed by an ASSOCIATION representative prior to posting. The ASSOCIATION will submit ASSOCIATION notices to the Chief of Police or designee, at a minimum seven (7) days in advance of posting the notice, exception under exigent circumstances.

SECTION 7.2

The ASSOCIATION will not place any material on the bulletin boards, provided in Section 7.1, which is derogatory to the CITY or its management.

SECTION 7.3

The CITY agrees to let the ASSOCIATION use the departmental mailboxes and department E-mail for delivery of meeting notices or other ASSOCIATION correspondence, provided that the person placing ASSOCIATION materials into the officers' mailboxes and department E-mail is an ASSOCIATION representative and that the person is off duty. The ASSOCIATION will submit ASSOCIATION notices to the Chief of Police or designee, for approval at a minimum seven (7) days in advanced of placing any ASSOCIATION correspondence or material in departmental mailboxes or on department email, exception under exigent circumstances.

SECTION 7.4

The Chief of Police, or designee may make periodic inspections of the bulletin boards and request material be removed. Removal of material shall not be unreasonably denied by the ASSOCIATION.

ARTICLE 8

NO DISCRIMINATION

SECTION 8.1

The EMPLOYER and the Association agree that there will be no discrimination against any employee covered by this Agreement because of race, color, creed, religion, national origin, sex, age, marital status, physical disability, veteran status, pregnancy, or gender. The EMPLOYER and the Association agree not to discriminate against any employee for his/her membership or non-membership in the Association.

ARTICLE 9

WORKING OUT OF CLASSIFICATION

SECTION 9.1

An employee may be required to work in a higher classification on a temporary, incidental, or emergency basis and shall do so at no increase in pay. If the employee is required to perform the duties for a period exceeding four (4) consecutive working days, the employee shall receive a salary increase of ten (percent (10%) of the employee's current salary. At the conclusion of the assignment, the employee's pay shall revert to the employee's salary rate prior to the temporary assignment.

SECTION 9.2

An employee who temporarily performs work in a lower classification totally different from his normally assigned tasks shall not receive a reduction in pay for this period. Employees who are assigned this temporary duty shall not have the right to refuse to perform the work assigned.

ARTICLE 10
WORK RULES

SECTION 10.1

If there is any written department policy, procedure or directive in conflict with any section of this contract, this contract shall prevail.

SECTION 10.2

Employees shall be given a minimum of seven (7) calendar days' notice prior to the alteration of their normal work schedule unless in a specialized unit whose functions require flexible working hours.

SECTION 10.3

If exigent circumstances exist, changes to an employee's normal work schedule can be made on a temporary basis. Temporary assignments shall be limited to twenty-one (21) working days or less; however, may be extended upon mutual agreement by both parties.

SECTION 10.4

If during the course of official duties an officer has personal property damaged, the CITY will compensate the officer, after proof of purchase or repurchase of the same or similar item, a sum not to exceed three hundred dollars (\$300.00) per incident.

SECTION 10.5

Personal property shall be defined as prescription glasses, contacts, watches, wedding rings or prescription and non-prescription sunglasses. This does not include personal electronic devices, such as laptops, cellular telephones, or other property that has not been authorized to be carried on duty.

- \$100.00 Limit: watches and non-prescription sunglasses.
- \$300.00 Limit: prescription glasses and sunglasses, contacts, and wedding rings.

SECTION 10 (Continued)

SECTION 10.6

The CITY will not compensate the officer for damaged personal property if the damage was due to negligence by the officer.

ARTICLE 11

HOURS OF WORK, OVERTIME AND COMPENSATORY TIME

SECTION 11.1

An employee covered by this Agreement shall be paid at one and one-half (1 1/2) times his regular hourly base rate for all hours worked over eighty (80) hours in a 14 day pay period, with the exception of items covered in Article 11, Section 7.

SECTION 11.2

The CITY shall not change an employee's hours of work solely for the purpose of avoiding overtime pay to the employee. The CITY retains the sole right to determine and re-determine from time-to-time the starting and quitting time and the number of hours worked.

SECTION 11.3

For the purposes of computing overtime, Holiday Administrative, Vacation and Compensatory leave will be computed as time worked within each work cycle. Sick leave will not be computed as time worked: however, overtime hours worked in one week shall not be reduced for sick leave taken in the other week of a 14 day work cycle.

SECTION 11.4 – RECALL

If an employee is called back to work after completion of the employee's regular shift, the employee shall receive a minimum of two and one-half hours (2 1/2) hours pay at the rate of time and one-half (1 1/2).

SECTION 11.5 –COURT TIME

If an employee attends court during his off-duty time and as a part of his regular duties, he will be compensated at a rate of time and one-half (1 1/2) for all hours over forty (40), with a minimum of two and one-half (2 1/2) hours at the straight time rate. All private checks issued to officers will be turned into Fiscal Management personnel. When attending more than one court hearing or state

SECTION 11.5 (Continued)

attorney hearing officers will be compensated at the rate of a minimum of two and one-half (2 ½) hours at the straight time rate for each hearing in accordance with a two and one-half (2 ½) hour window between the two (2) hearings.

SECTION 11.6 - ON CALL/STAND-BY COMPENSATION

An employee assigned to the “On Call” position will be compensated an incentive of one (1) additional hour per weekday (Monday through Friday) and two (2) hours per weekend day (Saturday through Sunday) at a rate of one and one-half times their regular hourly base rate of pay. It shall be the employee’s discretion to take overtime, compensatory time, or any combination of the two.

No additional compensation shall be made for incidental work performed (Such as receiving phone calls, deploying resources, etc.) during “On Call” status, unless the employee is required to actually respond to an incident. In this case, the employee will be paid for a call out in accordance with the collective bargaining agreement.

SECTION 11.7 - COMPENSATORY TIME

Law Enforcement Officers may accumulate compensatory time in the following manner:

- A.** Training purposes.
- B.** Vice operations and other special assignments, where the officers have agreed prior to the assignment to accept compensatory time.
- C.** Vice operations and other special assignments, where the officers have agreed prior to the assignment to accept compensatory time.
- D.** Officers may request compensatory time in lieu of overtime.

Compensatory time will be taken at the convenience of the Department with the approval of the Chief. Compensatory time accumulation will be at a rate of time and one-half (1½) for all hours worked over forty (40) hours in a work week (eight (8) hours worked - twelve (12) hours compensatory time). Accumulation will not exceed one hundred twenty (120) hours at any one time. Upon termination, the Officer will receive straight time pay for all compensatory time hours accumulated. Officers who have more than one hundred twenty (120) hours on the books will use the excess time within one (1) year at the option of the Police Chief.

ARTICLE 12

DISPOSITION OF GRIEVANCES

SECTION 12.1

Any grievance arising during the term of this Agreement between the EMPLOYER and the ASSOCIATION or any employee, involving the interpretation, or application of Agreement, shall be settled in the following manner:

- A. Step 1 – Within ten (10) days after the occurrence of the event giving rise to the grievance, or when the employee or ASSOCIATION becomes aware of the misapplication or misinterpretation of the agreement, the employee with or without the assistance of the ASSOCIATION Representative, shall reduce the grievance to writing, on a form agreed upon by the Employer and ASSOCIATION, and submit the grievance to the employee’s immediate supervisor. The grievance shall state the following:
 1. Article violated;
 2. A complete statement of the grievance; and,
 3. Remedy or correction requested, signed by the aggrieved employee and the ASSOCIATION Representative.
- B. Step 2 – If the grievance is not resolved in Step 1; then within five (5) days following the receipt of the supervisor’s decision or failure to respond as provided in Step 1, the employee shall submit the written grievance to the Shift Commander. The Shift Commander may discuss the grievance with the aggrieved employee or ASSOCIATION Representative, and shall respond in writing with a decision with ten (10) days of receipt of the grievance.
- C. Step 3 – If the grievance is not resolved in Step 2; then within five (5) days following the receipt of the Shift Commander’s decision or failure to respond as provided in Step 2, the employee shall submit the written grievance to the Deputy Chief of Police of the aggrieved employee. The Deputy Chief of Police shall respond in writing with a decision within twenty (20) days of receipt of the grievance.
- D. Step 4 – If the grievance is not resolved in Step 3; then within ten (10) days following the receipt of the Chief of Police or designee’s decision or failure to respond as provided in Step 3, the employee shall submit the written grievance to the City Manager or designee. The City Manager or designee shall respond in writing with a decision within twenty (20) days of receipt of the grievance.

SECTION 12.1 (Continued)

- E. Step 5 – If the grievance is not resolved in Step 4; then within ten (10) days of the City Manager’s decision or failure to respond as provided in Step 4, either the CITY or the ASSOCIATION may request the grievance be submitted to arbitration.
- F. Within thirty (30) days from the written request of either party for arbitration, the parties shall try to collectively select an impartial arbitrator. If the parties are unable or fail to agree upon an arbitrator during this time period, either party may, with written notice to the other request the Federal Mediation and Conciliation or similar Service to submit a list of seven (7) arbitrators, the grieving party and the CITY will then alternate the striking of three (3) names each and the remaining name will be the selected arbitrator. The arbitrator's decision in this manner, if made in accordance with this contract and the applicable State and Federal Laws and Judicial Interpretations, shall be final and binding on the parties.
- G. The fees and expenses of the impartial arbitrator shall be paid by the losing party. All other expenses in connection with the presentation of the matter to the arbitrator shall be borne by the party incurring them. The arbitrator shall have no power to add to, subtract from, disregard, or modify the terms of this Agreement, nor shall his decision have the -effect of altering the Agreement. The arbitrator's ruling shall be confined to the specific Article violated as stated in the grievance.
- H. Time limits set in this Article shall not include Saturdays, Sundays or paid holidays.
- I. Nothing herein shall preclude the earliest settlement of any grievance directly by Agreement between representatives of the EMPLOYER and the ASSOCIATION.
- J. Employees covered by this Agreement having a City Civil Service Appeal procedure and the contractual grievance procedure available to them for disciplinary action may elect to use either of these processes to the abandonment of the other.
- K. A grievance not advanced to the higher step within the time limits provided shall be deemed permanently withdrawn as having been settled on the basis of the decision most recently given. Failure on the part of the City's representative to render a decision within the time limits set forth in any step shall entitle the employee to proceed to the next step.
- L. The parties agree that in the event of any arbitration hearing, impasse hearing, or other PERC hearing involving the parties. The parties will make verbal closing arguments at the time of the arbitration or hearing, and the parties specifically agree that neither party will make a later written closing argument.

ARTICLE 13

SAFETY AND HEALTH

SECTION 13.1

The CITY agrees that it will conform to and comply with all laws as to safety, health, sanitation and working conditions. The CITY and the ASSOCIATION will cooperate in the continuing objective of eliminating safety and health hazards where they are shown to exist.

SECTION 13.2

Protective devices, and like equipment necessary to protect employees from injury shall be provided by the CITY, at no cost to the employee, in accordance with established safety practices. Such practices may be improved from time-to-time by the CITY, upon subsequent agreement of the CITY and the ASSOCIATION.

SECTION 13.3

Protective body armor (at the current Protective Level 2) shall be provided such that it is rated by the National Institute of Justice Ballistic Resistance of Police Body Armor. At the employee's option, the employee may upgrade the protective level to 3A. The City will initially pay full cost of the upgraded body armor and subsequently charge the employee the cost of the upgrade.

SECTION 13.4

Once a member provides notification to the City from a qualified physician of the members' pregnancy, and the need for restricted duty, upon request, the City shall make every attempt to place the member on an Administrative assignment.

SECTION 13.5

The City agrees that any bargaining unit employee injured on the job shall be paid his full day's wages for the day of the accident and not charged any leave time if his treating physician advises that he could not or should not return to work that day.

ARTICLE 14

SENIORITY

SECTION 14.1 - CITYWIDE SENIORITY

Citywide seniority is defined as the length of employment with the CITY. Such seniority shall be acquired by full-time employees after completion of a probationary period at which time seniority shall be retroactive to the first day of employment.

SECTION 14.2 - DEPARTMENTAL SENIORITY

Department seniority is defined as the length of continuous employment within the Police Department as a sworn Law Enforcement Officer. Departmental seniority shall accrue as of the first day of employment or transfer into the department.

SECTION 14.3 - CLASSIFICATION SENIORITY

Classification seniority is defined as the length of employment within a particular classification. Seniority shall accumulate during absences because of illness, injury, vacation or other authorized leave.

SECTION 14.4

Seniority will be lost when an employee:

- A. Terminates voluntarily;
- B. Is discharged for cause;
- C. Exceeds an authorized leave of absence, unless leave is extended by the City Manager;
- D. Fails to return from recall within three (3) days after given notice by the City, by certified mail, to return to work.

SECTION 14.5

When conflicts arise in scheduling of vacation or compensatory time off, the employee with the greatest rank seniority and if the rank seniority is the same, departmental seniority shall be given first consideration providing the request was submitted in writing on the same day.

ARTICLE 15

REDUCTION IN FORCE

SECTION 15.1

Should a reduction in the EMPLOYER's work force become necessary, terminations by force reduction, hereinafter referred to as lay-off, and shall be accomplished in the following manner:

- A. Lay-off shall be by classification within the Department.

Upon establishing the number of employees to be laid off within a classification in the Department, the EMPLOYER shall lay-off in accordance with qualifications which reflect quality and quantity of work, work habits, and classification and Departmental seniority.

- B. No regular employee shall be laid off while there are emergency, temporary, part-time or probationary employees serving in the same classification within the Department.
- C. The laid off employee shall have the right to bump into a lower classification within the Department. This will also be based upon his qualifications and ability to do the work.
- D. The laid off employee shall have the right to utilize his City seniority as defined in this Agreement, to bump into an existing position, previously held by the employee in a lower or equal classification. This bumping right shall be contingent upon the employee's qualification and current ability to perform the work of the position. For the purposes of this Article, position is defined as a classification within the Department.
- E. The CITY will make available to the ASSOCIATION annually a Seniority List of Bargaining Unit Members.
- F. The CITY will maintain a list of employees laid off under this Article twelve (12) months and will not hire any new employees until the employees that were laid off from this bargaining unit are contacted and offered the open position(s) if they currently are qualified and meet the Police standards. For employees hired prior to the ratification of the FY 2016 contract, the CITY will maintain a list of employees laid off under this Article for two (2) years.

ARTICLE 16

PROMOTIONS AND PROMOTIONAL EXAMINATION PROCEDURES

SECTION 16.1

- A. Vacancies in higher positions in the Bargaining Unit shall be filled by promotion from lower classes whenever it is in the best interest of the CITY to do so.
- B. When it is determined that there will be a promotional examination procedure, the CITY shall designate the lower class from which the promotion is to be made.
- C. The Chief of Police shall determine the competitive promotional examination and/or assessment process.
- D. The CITY shall conduct a competitive examinations procedure and establish eligibility list in the manner provided below. Eligibility shall be established as follows:

Sergeant's eligibility requirements:

- Have a minimum of three and a half (3 ½) years of experience with the Fort Pierce Police Department in the capacity of a sworn officer; and
- Have received a rating of satisfactory or higher on the last three (3) performance evaluations; and
- Achieve a qualifying score on the most recent promotional examination or assessment.

Lieutenant's eligibility requirements:

- Have a minimum of two (2) years of experience with the Fort Pierce Police Department in the capacity of a sergeant; and
- Have received a rating of satisfactory or higher on the last three (3) performance evaluation; and
- Achieve a qualifying score on the most recent promotional examination or assessment.

- E. In the event that promotional scores are the same, everyone at that level will be included on the eligibility list.

SECTION 16.1 (Continued)

- F. All promotional examination procedures shall be publicized in advance of the examination by posting announcements on the prescribed bulletin boards at least thirty (30) days prior to the commencement of the examination.
- G. The Chief of Police shall select an employee for promotion to the next rank from the eligibility list created after the promotional examination and/or assessment process have been completed. The following shall determine the eligibility list:
- Sergeants – The eligibility list shall be comprised of the top ten (10) Officers with a passing score of ~~seventy-four (74)~~ seventy (70) on the promotional examination and/or assessment process. The eligibility list shall be valid for one (1) year, with an option to extend the eligibility list for six (6) months. The eligibility list can only be extended up to two (2) times.

SECTION 16.1 (Continued)

- Lieutenants – The eligibility list shall be comprised of all Sergeants with a passing score of ~~seventy four (74)~~ seventy (70) on the Lieutenants promotional examination and/or assessment process. The eligibility list shall be valid for one (1) year, with an option to extend the eligibility list for six (6) months. The eligibility list can only be extended up to two (2) times.

ARTICLE 17

INSURANCE

SECTION 17.1

- A. At the beginning of each fiscal year, October 1, bargaining unit members electing the City's Basic Health Plan BCBS Medical Plan 3559 or the "Buy-Up" Plan BCBS Medical Plan 0727 shall be required to pay the CITY approved amount for employee only coverage. Currently, the City agrees to pay 91.25% and the employee will pay 8.75% for employee only coverage. If the bargaining unit member elects dependent coverage under either medical plan, the CITY agrees to pay at least 50% of the cost of all premiums. Any additional expenses incurred for improved coverage under any Buy-Up Plan shall be paid by the Bargaining Unit member.
- B. The CITY will furnish life insurance coverage in the amount of \$20,000 for all full time regular Bargaining Unit members.
- C. Any anticipated changes during the life of this Contract are subject to negotiations prior to implementation.

ARTICLE 18

CHECKOFF

SECTION 18.1

The CITY agrees to deduct every two weeks from the earnings of the employees who have so authorized in writing, membership dues, initiation fees, benefit charges and remit same to the ASSOCIATION in an amount certified by the ASSOCIATION for 26 bi-weekly deductions. Such authorization to be valid shall conform to applicable State and Federal Laws.

SECTION 18.2

An employee may revoke his authorization for deduction of dues, provided the employee gives thirty (30) days written notice to the ASSOCIATION and the CITY by registered mail. Dues revocation shall be processed through the ASSOCIATION.

SECTION 18.3

No deductions shall be made from the pay of an employee during any payroll period in which the employee's net earnings are less than the amount of the dues to be checked earnings shall mean the amount due an employee after all required deductions, i.e.: Federal Taxes, F.I.C.A., Social Security, Pension, Credit Union; Health and Life Insurance Premiums.

SECTION 18.4

The ASSOCIATION shall indemnify the CITY and hold it harmless against any and all suits, claims, demands and liabilities which arise out of or by reason of any action taken or not taken by the CITY to comply with the provisions of this Article.

ARTICLE 19

UNION REPRESENTATION

SECTION 19.1

A written list of the ASSOCIATION Representatives shall be furnished to the CITY prior to the effective date of their assuming duties of office. The ASSOCIATION shall notify the CITY promptly of any changes of such ASSOCIATION representatives.

SECTION 19.2

The following sections outline the duties and responsibilities of representatives in performance of their functions as recognized ASSOCIATION representatives. In those cases which cannot be resolved otherwise, ASSOCIATION representatives shall be granted reasonable time off during working hours to investigate and settle grievances on the job site which is within their jurisdiction, upon notifying and securing the approval of their immediate supervisor, pay taken from the time pool. Productivity loss must be minimized. ASSOCIATION representatives shall not investigate, present or adjust grievances or disputes on premium time. Upon returning to his work assignment, each ASSOCIATION representative shall report to his immediate supervisor unless prior consent not to do so has been secured.

SECTION 19.3

It is agreed that all ASSOCIATION representatives have productive work' to perform as assigned by the CITY. The parties agree that each will cooperate with the other in reducing to a minimum the actual time spent by the ASSOCIATION representatives in investigating, presenting and adjusting grievances or disputes. Solicitation of membership shall not be engaged in during working hours. No general ASSOCIATION Membership meeting shall be held on CITY's time.

SECTION 19.4

ASSOCIATION representatives are subject to all CITY rules regarding the conduct of employees of the CITY.

SECTION 19.5

Upon request of the ASSOCIATION, employees may be granted leave with pay (if taken from the time pool), whenever reasonable, for ASSOCIATION business with the approval of the Chief of Police, or designee.

SECTION 19 (Continued)

SECTION 19.6

Any Bargaining Unit employee being disciplined shall be advised of their rights to representation.

SECTION 19.7

The City and the ASSOCIATION agree to the creation of a PBA Time Pool. It shall be the responsibility of the PBA to supply to the City a PBA Time Pool Authorization Form which includes the name of the employee and the hours of vacation time or compensatory time donated by the employee to the pool. The form must be signed by the employee donating time. Time donations may be made up to two (2) times per calendar year with reasonable notice given to the CITY and shall be in increments of not less than two (2) hours nor more than forty-eight (48) hours. Time Pool hours may be drawn at the written discretion of the PBA President or his designee in increments of at least one (1) hour.

Charges against the PBA Time Pool will be kept by the Police Department and the PBA. A PBA representative may be granted pool time to attend public budget hearings, City Commission Hearings or resolution of impasse hearings before the City Commission. The Time Pool may also be used by the PBA to attend State Board Meetings of the Police Benevolent Association or seminars sponsored by the PBA or to contribute to a sick or injured employee in accordance to Section 19.8. The use of the Time Pool shall be handled in the same manner as vacation requests. The PBA and City agree that this Time Pool will not be used if it creates any minimum staffing problems or limits the conducting of department business as noted at the discretion of the Chief of Police or his designee. Should the PBA Time Pool become depleted, anyone engaging in PBA activities during his working hours shall do so without pay, unless otherwise agreed to or provided for in the Agreement.

SECTION 19.8

The City agrees to allow any member to contribute vacation or comp time, or any combination thereof, to another employee of the Police Department. The sick or injured employee must have exhausted all other leave before receiving any contribution and may accept and use up to 240 hours of contributed time in a Fiscal Year.

ARTICLE 20

HOLIDAYS

SECTION 20.1

The following days will be observed as holidays for all employees subject to this Agreement: January 1st, Martin Luther King's Birthday, Presidents Day, Memorial Day, July 4th, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving Day, December 24th and 25th.

SECTION 20.2

Whenever a holiday falls on a Sunday, the following Monday shall be considered a holiday. When a designated holiday falls on a Saturday, the preceding Friday will be observed as a holiday.

SECTION 20.3

Holidays which occur during annual leave shall not be charged against annual leave. An employee who is not on approved leave and fails to report on the day before or the day after a holiday shall not be paid for the holiday, unless excused by Chief of Police or designee.

SECTION 20.4

Any employee who shall be required to perform work on one of the holidays listed above shall be compensated as directed by the City Manager.

ARTICLE 21
VACATION LEAVE

SECTION 21.1

- A.** All full-time, regular and provisional employees shall be entitled to earn and accrue vacation leave with pay which will be computed from the starting date of employment.
- B.** Temporary employees shall not be eligible for vacation leave.
- C.** Part-time employees who work twenty-five (25) hours or more per week shall be entitled to accrue leave in proportion to the number of hours worked. An employee who normally works less than twenty-five (25) hours per week shall not be entitled to any vacation leave.
- D.** Employees serving a probationary period on an original appointment shall accrue vacation leave in accordance with the provisions of this section. If an employee serving a probationary period on an original appointment leaves the CITY's service without satisfactorily completing the probationary period, he shall not be compensated for any accrued leave.

SECTION 21.2 - RATE AT WHICH LEAVE IS EARNED, ACCUMULATED AND PAID

All regular employees shall accumulate vacation leave as follows:

- A.** One (1) year of service but less than five (5): 96 hrs. per year
- B.** Five (5) years of service but less than ten (10): 112 hrs. per year
- C.** Ten (10) years of service but less than (15): 136 hrs. per year
- D.** Fifteen (15) years of service and over: 160 hrs. per year

Earned vacation leave may be accumulated for qualifying full and part time, regular status employees to a maximum of forty-five (45) working days (360 hours). Any hours accumulated over thirty (30) working days (240 hours) at the close of each fiscal year (September 30) shall automatically (no action by employee will be required) be deducted from the employee's total accumulated vacation leave balance with no compensation being made. The employee will then have a remaining balance of thirty (30) working days (240) hours and shall again be eligible to accrue vacation leave up to forty-five (45) working days (360) hours over the next fiscal year. Accrual ends when an employee has reached the maximum of forty-five (45) working days (360 hours). Employees who separate from the City will be paid for all accumulated vacation leave up to 360.

SECTION 21.2 (Continued)

Earned vacation leave may be accumulated to a maximum not to exceed forty-five (45) working days (360 hours) at the close of each fiscal year (September 30). Any accumulation over thirty (30) working days (240 hours) will be considered forfeited and lost at the close of each fiscal year (September 30).

Vacation pay will be computed at the employee's base rate of pay.

NOTE: Employees shall not earn vacation time when the employee is on a non-paid leave status.

SECTION 21.3 - USE OF VACATION LEAVE

Subsequent to the successful completion of the first six (6) months employment, vacation leave may be taken as earned subject to the approval of the department head who shall schedule vacation leave so as to meet the operating requirements of the department. Vacation leave assignments will be made in accordance with the preference of the employee, whenever possible, however, leave must be taken at the convenience depending on the needs of the department. The Chief of Police or designee's decision as to when leave may or may not be taken will be final.

SECTION 21.4

For vacation purposes, reinstated employees, except employee reinstated as a result of a grievance or arbitration, are considered new employees. Annual leave may be granted for the following purposes:

- A. Vacation leave;
- B. Absences for transaction of personal business which cannot be conducted during off-duty hours;
- C. Religious holidays;
- D. Sickness, once sick leave has been exhausted through illness;

SECTION 21.5 - PAYMENT OF UNUSED VACATION LEAVE

Regular employees who have completed six (6) months or more service shall, upon leaving the CITY's service in good standing, be compensated for vacation leave accrued to the date of separation, but not to exceed three hundred sixty (360) hours.

ARTICLE 22

SICK LEAVE

SECTION 22.1 - RATE AT WHICH SICK LEAVE IS EARNED

All Bargaining Unit employees earn sick leave credits at the rate of one (1) working day per calendar month, or major portion thereof. Any employee who has taken sixteen (16) or more calendar days of sick leave with or without pay in one month shall not earn sick leave for that month.

SECTION 22.2 - REQUEST FOR SICK LEAVE

To receive compensation while absent on sick leave, the employee shall notify his immediate supervisor, division or Chief of Police or designee not less than one (1) hour prior to the time set for beginning the daily duties. An employee in a unit operating on a twenty-four (24) hour basis must notify the immediate supervisor and/or shift commander within the time limit established by the appropriate department head.

SECTION 22.3 - USE OF SICK LEAVE

Sick leave may be granted for the following purposes:

- A. Personal injury or illness.
- B. P r e g n a n c y .
- C. Necessary appointments with physicians or dentists.
- D. Exposure to a contagious disease, which would endanger others.
- E. Illness or injury of a member of the employees' household which requires the personal care and attention of the employee.

SECTION 22.4 –ACCUMULATION OF SICK LEAVE

The maximum number of accumulated sick leave hours shall be unlimited. Sick leave shall not be used within the first thirty (30) days of employment.

SECTION 22.5 CERTIFICATION BY A PHYSICIAN

Whenever an employee uses sick leave in excess of two (2) consecutive days, they may be

SECTION 22.5 (Continued)

required by the Chief of Police or designee to submit a certificate from a licensed physician. When it is determined that an employee's request for sick leave is not justified, the value of the absent time may be deducted from the employee's pay or accrued vacation leave.

Claiming sick leave when physically fit shall be cause for disciplinary action and subject to suspension or dismissal.

SECTION 22.6 UNUSED SICK LEAVE

- A. Employees who leave the CITY's service in good standing and have at least three (3) through nine (9) years of continuous service with the CITY, will receive pay for one-half (1/2) of their accumulated sick leave balance up to a maximum of forty-five (45) days.
- B. Employees who leave the CITY's service in good standing and have at least ten (10) or more years of continuous service with the CITY will receive pay for their accumulated sick leave balance up to a maximum of ninety (90) days.
- C. Employees who do not use all of their sick leave because of sickness or disability may use this toward early retirement. At the employee's request for early retirement, the employer shall take the total hours of unused accumulated sick leave; divide this by the hours the employee works per week. This figure shall be the amount of time in weeks that the employee may be absent from the department and continue to draw full pay; provided however, such time shall not exceed ninety (90) days. The employee who request and uses unused accumulated sick leave in this manner shall be considered retired when the sick leave time is exhausted. Said request shall be irrevocable.

ARTICLE 23
BEREAVEMENT LEAVE

SECTION 23.1

Police Officers shall be granted up to three (3) days bereavement leave for death in their immediate family, without charge to any other accrued leave time. Immediate family is defined as the employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandfather, grandmother, grandson, granddaughter, great-grand parents, grandparents-in-law, step grandparents, foster parents, and foster children.

For the purpose of funeral flowers, immediate family is defined as the employee's father, mother, son, daughter, husband, wife, stepfather, stepmother, stepson, stepdaughter, grandson, and granddaughter. Maximum amount is not to exceed \$50.00 in US funds (including tax and shipping).

SECTION 23.2

Unless otherwise approved by the Chief of Police or designee bereavement leave shall be used within thirty (30) days of the death of an immediate family member.

ARTICLE 24

DRUG AND ALCOHOL TESTING

SECTION 24.1

The City of Fort Pierce and the ASSOCIATION have a strong and legitimate interest in insuring that employees are fit to perform their duties. Employees must be prepared to react and make decisions quickly in order to insure public safety. The work requires complete mental and physical functioning of employees. The CITY'S need to protect the public safety and welfare as well as the welfare and safety of its employees will be aided by achieving and maintaining a drug-free workplace. The City agrees that no employee will be disciplined that volunteers that he has a substance abuse problem and is requesting or receiving assistance to address such substance abuse problems, if such request or seeking of assistance is made prior to an order to submit to a drug test. The employee requesting assistance shall follow the department's approved leave policy and shall submit to a fitness for duty test, at the City's expense, prior to reinstatement.

SECTION 24.2

All employees are prohibited from possessing, consuming, or being under the influence of drugs or intoxicating substances, including alcohol, while on duty. The term "alcohol" includes distilled spirits, wine, malt beverages, and intoxicating liquors.

SECTION 24.3

Use, possession, sale, solicitation, or transfer of drugs or other illegal substances, or an attempt to perform the foregoing actions at any time, on or off duty, is strictly prohibited. * The term "drugs" shall include, but not be limited to, amphetamines, methamphetamine, cannabinoids, cocaine, phencyclidine (PCP), hallucinogens, methaqualone, opiates, barbiturates, benzodiazepines, synthetic narcotics, designer drugs, or a metabolite of any of the substances listed herein. In addition the term "drugs" used herein, shall include the use of any illegal substance as well as the misuse or abuse of prescribed drugs.

***This would not include any authorized activities by any officer working in an authorized undercover capacity or processing evidence.**

SECTION 24.4

The EMPLOYER and the ASSOCIATION mutually agree that the EMPLOYER may require all

SECTION 24.4 (Continued)

employees to be tested for alcohol or drug use. As explained more fully below, such testing may be done during annual physical, following any on-duty accident, upon reasonable suspicion, and on a random basis. In addition to the times stated above, the EMPLOYER may test for alcohol/drugs whenever it has good cause to believe that an employee is under the influence of alcohol/drugs while on duty. "Drug test" or "test" means any chemical, biological or physical instrument analysis administered for the purpose of determining the presence or absence of alcohol, a drug or its metabolites, or other illegal substances. At the discretion of the employer, such test may be performed on anyone or combination of the following: urine, blood, hair, saliva, breath, or other appropriate body specimen. Collection of specimen will be done under medical supervision, at the appropriate body specimen. Collection of specimen will be done under medical supervision, at the Employer's direction.

SECTION 24.5

Scheduling for any testing or examination will be during duty hours, at the discretion of the EMPLOYER, and the results will become part of the employee's permanent record. Should the employee refuse to cooperate with the testing, including refusal to submit to the test at the time ordered, such refusal shall result in the employee's immediate discharge from employment.

SECTION 24.6

For purposes of this Article, "reasonable suspicion" drug testing means drug testing based on a belief that an employee is using or has used alcohol or drugs in violation of the Employer's policy, drawn from specific objective and articulated facts and reasonable inferences drawn from those facts. Among other things, such facts and inferences may be based upon, but not limited to:

- A. Observable phenomena while at work, such as direct observation of alcohol or drug use or of the physical symptoms of manifestation of being under the influence of alcohol or a drug.
- B. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance determined by at least two (2) supervisors.
- C. A report of alcohol or drug use, provided by a reliable and credible source, or which has been independently corroborated.
- D. Information that an individual has tampered with an alcohol or drug test during his employment.
- E. Information that an employee has caused, or contributed to, an accident while at work.
- F. Information that an employee has used, possessed, sold, solicited, or transferred drugs or attempted to use, possess, sell, solicit, or transfer drugs.

SECTION 24 (Continued)
SECTION 24.7

For random testing, individuals will be selected for testing by a random number generating computer program. Testing will be conducted periodically throughout the year. No employee will be randomly tested more than three (3) times in a calendar one year period.

SECTION 24.8

In testing for the presence of alcohol, the Employer shall utilize a generally accepted testing procedure. Should a test substantiate that the employee is under the influence of alcohol while on duty, the employee will be disciplined up to and including discharge in accordance with the Personnel Rules and Regulations.

SECTION 24.9

In testing for the presence of drugs, the Employer will utilize an initial screening procedure such as EMIT. If the initial screening test is positive, a confirmatory test such as the GAS Chromatography/Mass spectrometry (GSIMS) test will be performed. The Employer, in its sole discretion, may request a confirmatory test be performed if the initial screening test is negative. Should a drug test substantiate the use or influence of drugs, the employee shall be immediately discharged, provided a second test has been performed and the results were positive. In the period between the initial test and the second test the employee shall be placed on administrative leave with pay, pending the confirmed results of the second test.

SECTION 24.10

Within five (5) calendar days after receiving notice of a positive confirmed test result, the employee may submit information to the Employer concerning a legitimate explanation for the confirmed positive test. If the explanation is satisfactory to the Employer, the Employer may, at its discretion, request the sample to be retested. If the results of the retest confirm a legal substance or legal use of a controlled substance, the employee will be returned to work without loss of pay or benefits. An employee who is suspended or discharged due to a positive test result, or who is discharged for refusing to be tested, may appeal to either the Civil Service Board or follow the approved grievance procedure within seven (7) calendar days after the suspension or discharge or the Employer's response in Section 9 of this Article.

SECTION 24 (Continued)

SECTION 24.11

No physician-patient relationship is created between an employee and the Employer or any person performing or evaluating a test, solely by the administration of a testing program. The employer or its designee shall have access to employee testing information. If disciplinary actions are brought under or are related to this Article, the Employer or its designee *as well as* the laboratory, which conducted the test, shall have access to the employee's testing information where the information is relevant to its defense in a civil or administration matter.

SECTION 24.12

This Article does not prevent the Employer from disciplining an employee for any violation of the Personnel Rules and Regulations, operating procedures, or other provision of this Agreement that may occur regardless of whether it is in connection with alcohol and/or drug use or abuse. If the Employer finds that the employee's use of any drug has detrimentally affected its interest, the employee may be subject to disciplinary action up to and including termination.

ARTICLE 25

MAINTENANCE OF STANDARDS

SECTION 25.1

It is agreed that the specific benefits, rights and privileges enumerated in this contract shall remain in force throughout the term of the contract. The following benefits, procedures and practices will be continued for the life of this Agreement: Pension, PBC Credit Union, approved car allowances, City time for approved examinations, and Funeral Leave (in accordance with the Personnel Rules and Regulations).

ARTICLE 26

AFFIRMATIVE ACTION

SECTION 26.1

The ASSOCIATION and the CITY agree that an Affirmative Action Program is necessary and important to all employees, the ASSOCIATION and the CITY.

ARTICLE 27

INTERNAL INVESTIGATIONS AND DISCIPLINARY PROCEDURES

SECTION 27.1

All internal and external investigations which are included in the provisions of the Police Officer's Bill of Rights will be conducted in accordance with the most current Police Officers Bill of Rights and other appropriate statutes.

ARTICLE 28

SEVERABILITY

SECTION 28.1

Should any final decision of any Court of competent jurisdiction affect any practice or provision of this Agreement, only the practice or provision so affected shall become null and void; otherwise, all other provisions or practices under this Agreement shall remain in full force and effect.

ARTICLE 29

EDUCATIONAL REIMBURSEMENT

SECTION 29.1 SERGEANTS AND LIEUTENANTS

The CITY agrees to reimburse employees for tuition costs at the current state rate and books required in pursuing and achieving college degrees, from a college or university certified by an accreditation entity recognized by the U.S. Department of Education, in the area of Criminal Justice or related field. This reimbursement is based upon the student achieving a grade “C” or better. When the employee successfully completes a thirty (30) semester hour block, the employee shall agree to work at least two (2) year beyond this date or reimburse the CITY for any funds expended on tuition and books. The two (2) year applies to an employee who resigns. [This program is subject to funding availability.](#)

SECTION 29.2

Bargaining Unit members who wish to participate in the educational reimbursement program should notify the Chief of Police (or designee) no later than one month prior to the planned course enrollment date. Those who did not make the notification should be left out of the reimbursement program for the upcoming fiscal year.

SECTION 29.3

Educational reimbursement should be limited to fifteen (15) credit hours per calendar year.

ARTICLE 30

RETIREMENT PLAN

SECTION 30.1

The ordinance pertaining to the City of Fort Pierce Retirement and Benefit System will provide for a benefit accrual rate of three percent (3%) for Sergeants and Lieutenants employed by the City who are subject to collective bargaining. The member contribution rate for these employees is five and sixteen one-hundredth percent (5.16%) of compensation.

SECTION 30.2

There shall be no increases in member's contribution rates, unless there is a corresponding increase in benefit levels and City contribution rates as agreed to by the parties.

SECTION 30.3

Changes affecting new employees only effective October 1, 2012:

1. Change the vesting period from 5 to 10 years.
2. Capping the 3.0 percent multiplier to maximum ceiling of 75 percent. The first 25 years of service covers the 75 percent with an annual maximum pension payment not exceed \$100,000.
3. Overtime hours used in the calculation of pension benefits are capped at three hundred (300) hours. The first three hundred (300) hours in a fiscal year.
4. Accrued unused vacation and sick cannot be used in the calculation of pension benefits.

Changes affecting current unit members:

A. Overtime

1. All overtime earned but unused as of the effective date of this Agreement shall be included as compensation for pension purposes.
2. After the effective date of this Agreement, the maximum overtime hours shall be three hundred (300) hours; unless the statutory restriction is amended or struck, in which case the parties shall meet to negotiate the same or different calculated amount.

SECTION 30.3 (Continued)

B. Sick Leave and Vacation Time

1. All accrued and unused sick leave, up to seven hundred twenty (720) hours, and vacation time, up to three hundred sixty (360) hours, as of the effective date of this Agreement shall be included as compensation for pension purposes.
2. Sick leave and vacation time accrued after the effective date of this Agreement shall not be counted as compensation for pension purposes, unless the statutory restriction is amended or struck, in which case the parties shall meet to negotiate the same or different calculated amounts. However, as in the example above, all accrued unused sick and vacation hours up to the maximum as established at the effective date of this Agreement shall be included as compensation for pension purposes.
3. The CITY shall calculate the amount of unused overtime, sick leave, and vacation time as of the effective date of this Agreement, for each unit member and the CITY shall so notify the unit member, as well as, document the figures in the unit member's personnel file.

SECTION 30.4

The annual maximum pension payment for a bargaining unit member shall not exceed \$100,000.00. This cap shall not include or apply to the supplemental 185 Retirement Fund.

SECTION 30.5

Change the vesting period from 10 years to 5 years effective November 5, 2018.

ARTICLE 31

WAGES

**LIEUTENANTS AND SERGEANTS
FY 2018**

SECTION 31.1

FISCAL YEAR 2018

For the CITY’S Fiscal Year 2018, a step pay plan for bargaining unit members is established as provided in Addendum A, which is incorporated herein.

Lieutenants and Sergeants: Date of Promotion

LIEUTENANTS

STEPS	DATES OF PROMOTION
1	October 1, 2014 – September 30, 2015
2	October 1, 2013 – September 30, 2014
3	October 1, 2012 – September 30, 2013
4	October 1, 2011 – September 30, 2012
5	October 1, 2010 – September 30, 2011
6	October 1, 2009 – September 30, 2010
7	October 1, 2008 – September 30, 2009

SERGEANTS

STEPS	DATES OF PROMOTION
1	October 1, 2014 – September 30, 2015
2	October 1, 2013 – September 30, 2014
3	October 1, 2012 – September 30, 2013
4	October 1, 2011 – September 30, 2012
5	October 1, 2010 – September 30, 2011
6	October 1, 2009 – September 30, 2010
7	October 1, 2008 – September 30, 2009
8	October 1, 2007 – September 30, 2008
9	October 1, 2006 – September 30, 2007
10	October 1, 2005 – September 30, 2006

SECTION 31.1 (Continued)

The CITY shall provide a total of a ~~four and ½ percent (4.5%)~~ three percent (3%) increase to the bargaining unit's over-all Step Plan. For fiscal year ~~2018~~ 2019, the employees will remain in their current step. The employees' pay increase shall be calculated as indicated in Addendum A chart. The employees' pay increases shall be retroactive and relate back to the effective date of October 1, ~~2018~~ 2019. It is the City's policy that whenever an employee reaches the top of his/her pay range, they will receive a one-time bonus if a raise is negotiated.

For the Rank of Sergeant;

Sergeants in Step 10 of the previous Step Plan shall receive a ~~four and one half percent (4.5%)~~ three percent (3%) raise.

For the Rank of Lieutenant;

Lieutenants in Step 7 of the previous Step Plan shall receive ~~four and one half percent (4.5%)~~ raise three percent (3%).

Pay (wage) Increases will only be awarded to employees who were employed and on the payroll on 10/01/2019 and are currently working. ~~and~~ Retroactive Pay shall only be awarded to bargaining unit members that are on the pay roll at the police department at the time the contract is approved by the CITY and implemented (paid) by payroll.

SECTION 31.2 SPECIALIZED UNITS - INCENTIVE PAY

Specialized Units, to include Detectives, Crime Prevention, Training, and Recruiting shall receive a pay allowance of three hundred and twenty dollars (\$320.00) per month. K-9 Officers will receive a pay allowance of four hundred fifty dollars (\$450.00) per month.

Bargaining unit members designated as Training Instructors and shall conduct Departmental and inter-Departmental trainings as designated by the Chief of Police, or designee. Employees may only receive one Specialized Unit stipend. The CITY agrees to compensate these Training Instructors via a monthly pay allowance of three hundred and twenty dollars (\$320.00) per month when training for eight (8) hours or more in a month. This pay allowance is provided only when the bargaining unit member conducts eight (8) or more hours of training in a month.

SECTION 31.3 - HOUSING ALLOWANCE

All officers living within the City of Fort Pierce in service years one through ten (1-10) are eligible to receive a housing allowance of three thousand dollars \$3000 per year or two hundred fifty dollars (\$250) per month, as funding permits. Officers must verify their address and notify HR of any address changes within seven 7 days.

SECTION 31.4 EMERGENCY PAY

In the case of declared emergency, the rate of pay shall follow the City of Fort Pierce Emergency Pay Policies. The additional pay provision policy will be presented to union representatives in person or via email by June 30 of each year unless extended by mutual agreement and will be in effect only for a period of one year.

Addendum A

Step Pay Plan

SERGEANTS										
STEPS	1	2	3	4	5	6	7	8	9	10+
FY2018 -2019	69,967	71,208	72,508	73,808	75,110	76,410	77,711	79,011	80,305	81,618
FY2019 2020	<u>72,066</u>	<u>73,344</u>	<u>74,683</u>	<u>76,022</u>	<u>77,363</u>	<u>78,702</u>	<u>80,042</u>	<u>81,381</u>	<u>82,714</u>	<u>84,067</u>
LIEUTENANTS										
STEPS	1	2	3	4	5	6	7+			
FY2018 -2019	84,559	86,125	87,690	89,257	90,822	92,388	93,955			
FY2019 2020	<u>87,095</u>	<u>88,708</u>	<u>90,320</u>	<u>91,935</u>	<u>93,546</u>	<u>95,160</u>	<u>96,774</u>			

City Commission Regular Meeting

13. a.

Meeting Date: 05/04/2020

Re:

SUBJECT:

Submittal of applications for appointment to the Communitywide Council.

SUMMARY:

The Communitywide Council currently has 4 vacancies resulting from expiring terms, 2 at-large positions and 2 target area positions.

RECOMMENDATION:

Appoint each of the three applicants and continue to seek applications.

ALTERNATIVES:

Do not appoint and seek additional applications.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Caleta Scott, Grants Administration

Attachments

Hayek - At Large

Hicks - At Large

Smith - Target

Form Review

Form Started By: Linda Cox

Started On: 04/01/2020 08:49 AM

Final Approval Date: 04/01/2020



CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 fax (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: COMMUNITYWIDE COUNCIL

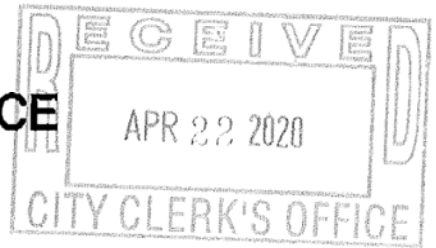
Name: <u>CHARLES HAYEK</u>	Phone: <u>772-828-1080</u>
Home Address: <u>1111 FERNANDINA ST.</u>	How long at this address? <u>6 yrs</u>
City/Zip Code: <u>FORT PIERCE 34949</u>	
Are you a citizen of the United States? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Occupation: <u>GENERAL CONTRACTOR</u>	
Do you own a business that operates within the City of Fort Pierce? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, list the address and nature of said business: <u>HAYEK CONSTRUCTION</u> <u>1111 FERNANDINA ST. FT. PIERCE 34949</u>	
Do you now or in the future plan to do business with the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, state the business and location: <u>SEE ABOVE</u>	
Do you have special training or knowledge in the area of:	
Architecture: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Engineering: <input type="checkbox"/> Yes <input type="checkbox"/> No
Contracting: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Land Development: <input type="checkbox"/> Yes <input type="checkbox"/> No
Real Estate Brokering: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Other:	
Describe your education, background, training and knowledge – (feel free to attach a resume): <u>BSBA FINANCE UNIV OF FLA 1969</u> <u>MS REAL ESTATE/MGT FIU 1974</u> <u>STATE GEN. CONTRACTOR RECTOR</u>	
Are you currently a member of a Commission-appointed board/committee? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, please specify: <u>HISTORICAL PRESERVATION BOARD</u>	
Have you ever been convicted of a felony? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If yes, what was the nature of the crime(s) you were convicted of:	
Referred by:	Applicant Email Address: <u>CC HAWK 77 @ AOL.COM</u>
Date: <u>4.26.20</u>	Applicant's Signature

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@cityoffortpierces.com



CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 fax (772) 467-3841



APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Community Council Advisory Board

Name: <u>Lilser Hicks</u>	Phone: <u>410-591-9618</u>
Home Address: <u>1502 Thumb Pt Dr, Fort Pierce 34949</u>	How long at this address? <u>6 1/2 yrs</u>
City/Zip Code: <u>Fort Pierce 34949</u>	
Are you a citizen of the United States? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Occupation: <u>Pharmacist</u>	
Do you own a business that operates within the City of Fort Pierce? If yes, list the address and nature of said business:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Do you now or in the future plan to do business with the City of Fort Pierce? If yes, in what capacity?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Are you employed by a business that is located within the City of Fort Pierce? If yes, state the business and location:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<u>Lawnwood Regional Medical Center & Heart Institute</u>	
Do you have special training or knowledge in the area of: Architecture: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Engineering: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Real Estate Brokering: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Contracting: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Land Development: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Other: Describe your education, background, training and knowledge - (feel free to attach a resume):	
<u>Please see attached</u>	
Are you currently a member of a Commission-appointed board/committee? If yes, please specify:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Have you ever been convicted of a felony? If yes, what was the nature of the crime(s) you were convicted of:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Referred by: <u>Husband</u>	Applicant Email Address: <u>lieser mh2@gmail.com</u>
Date: <u>2/21/2020</u>	Applicant's Signature: <u>[Signature]</u>

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office - 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcx@cityoffortpierce.com



Lieser Mayo Hicks, RPh, PhD

**1502 Thumb Point Drive
Fort Pierce, Florida
liesermh2@gmail.com**

(410) 591-9618

PROFESSIONAL EXPERIENCE:

**Lawnwood Regional Medical Center and Heart Institute, Fort Pierce, Florida
Clinical Pharmacist, PerDiem, Controlled Substance Monitoring**

**Lawnwood Regional Medical Center and Heart Institute, Fort Pierce, Florida
Director, Pharmacy Services, June 2013 – November 2018 (RETIRED)
Consultant of Record**

MedStar Union Memorial Hospital, Baltimore, Maryland

- Director of Pharmacy, 1993 to 2013
- Director, MedStar Union Memorial Hospital Anticoagulation Clinic
- Director, PGY1 and PGY2 ASHP Accredited Pharmacy Residency Program

Helix Health, Baltimore, Maryland (now MedStar Health)

Union Memorial Hospital
Harbor Hospital Center

- Director of Pharmacy for both hospitals, 1996 to 1998

Union Memorial Hospital, Baltimore, Maryland

- Clinical Pharmacist, 1987-1992

University of Virginia Medical Center, Charlottesville, Virginia

- Clinical Pharmacist

Children's Hospital of Washington, D.C., Washington, D.C.

- Clinical Pharmacist

EDUCATIONAL BACKGROUND:

University of Maryland, Baltimore, Maryland

Doctor of Philosophy, Pharmacology and Toxicology, 1992

University of Maryland, Baltimore, Maryland

Bachelor of Science Degree in Pharmacy, 1982

University of Maryland, College Park, Maryland

Bachelor of Science in Education, 1979



CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 fax (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Community Council Advisory Board

Name: <u>Lilser Hicks</u>	Phone: <u>410-591-9618</u>
Home Address: <u>1502 Thumbs Pt Dr, Fort Pierce 34949</u>	City/Zip Code: <u>Fort Pierce 34949</u>
How long at this address? <u>6 1/2 yrs</u>	
Are you a citizen of the United States? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Occupation: <u>Pharmacist</u>	
Do you own a business that operates within the City of Fort Pierce? If yes, list the address and nature of said business:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Do you now or in the future plan to do business with the City of Fort Pierce? If yes, in what capacity?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Are you employed by a business that is located within the City of Fort Pierce? If yes, state the business and location:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<u>Lawnwood Regional Medical Center & Heart Institute</u>	
Do you have special training or knowledge in the area of: Architecture: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Engineering: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Real Estate Brokering: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Contracting: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Land Development: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Other: _____ Describe your education, background, training and knowledge - (feel free to attach a resume):	
<u>Please see attached</u>	
Are you currently a member of a Commission-appointed board/committee? If yes, please specify:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Have you ever been convicted of a felony? If yes, what was the nature of the crime(s) you were convicted of:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Referred by: <u>Husband</u>	Applicant Email Address: <u>lilsermh2@gmail.com</u>
Date: <u>2/21/2020</u>	Applicant's Signature: <u>[Signature]</u>

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office - 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@cityoffortpierce.com



Lieser Mayo Hicks, RPh, PhD

**1502 Thumb Point Drive
Fort Pierce, Florida
liesermh2@gmail.com**

(410) 591-9618

PROFESSIONAL EXPERIENCE:

**Lawnwood Regional Medical Center and Heart Institute, Fort Pierce, Florida
Clinical Pharmacist, PerDiem, Controlled Substance Monitoring**

**Lawnwood Regional Medical Center and Heart Institute, Fort Pierce, Florida
Director, Pharmacy Services, June 2013 – November 2018 (RETIRED)
Consultant of Record**

MedStar Union Memorial Hospital, Baltimore, Maryland

- Director of Pharmacy, 1993 to 2013
- Director, MedStar Union Memorial Hospital Anticoagulation Clinic
- Director, PGY1 and PGY2 ASHP Accredited Pharmacy Residency Program

Helix Health, Baltimore, Maryland (now MedStar Health)

Union Memorial Hospital
Harbor Hospital Center

- Director of Pharmacy for both hospitals, 1996 to 1998

Union Memorial Hospital, Baltimore, Maryland

- Clinical Pharmacist, 1987-1992

University of Virginia Medical Center, Charlottesville, Virginia

- Clinical Pharmacist

Children's Hospital of Washington, D.C., Washington, D.C.

- Clinical Pharmacist

EDUCATIONAL BACKGROUND:

University of Maryland, Baltimore, Maryland

Doctor of Philosophy, Pharmacology and Toxicology, 1992

University of Maryland, Baltimore, Maryland

Bachelor of Science Degree in Pharmacy, 1982

University of Maryland, College Park, Maryland

Bachelor of Science in Education, 1979

University of Maryland, College Park, Maryland
Bachelor of Science Degree in Chemistry, 1978

MEMBERSHIP AND SERVICE IN PROFESSIONAL ASSOCIATIONS

Association	Member, Office Held or Committee Served	Dates
Florida Society of Health System Pharmacists	Member	2013 - Present
Maryland Society of Health System Pharmacists	President	1996-1998
Maryland Society of Health System Pharmacists	Member	1996 - 2013
American Society of Health System Pharmacists	Member	2000 - 2013
Past Presidents Award Maryland Society of Health System Pharmacists		1998
MUMH Leader of the Month		2006

PROFESSIONAL RESPONSIBILITIES

Retired as Director of Pharmacy Services at Lawnwood Regional Medical Center and Heart Institute (LRMC) November 2018. Currently oversee Controlled Substance Monitoring at LRMC. This includes management and administration of multi-software programs designed to audit Controlled Substance Operations at the local hospital level. Report to the LRMC Director of Pharmacy, the LRMC Multidisciplinary Diversion Team and to the East Florida HCA Division.

Served as Director of Pharmacy Services at LRMC:

Supervised staff of 50, including Clinical Pharmacists, Advanced Clinical Pharmacists, licensed and certified Pharmacy Technicians, Interns, Students, IT Pharmacists, Sterile Compounding Pharmacist Specialist, Sterile Compounding Technician Specialist.

Member MedStar Pharmacy and Therapeutics Committee - chartered to oversee medication formulary management (evaluation, selection, therapeutic use, associated risk) and medication utilization across MedStar Health System.

Co-Chair MUMH Forms Committee – oversee approval process for all forms that reside within the patient medical record and are generated within MUMH.

Member MUMH Senior Team – chartered to oversee all management activities across MUMH.

Member MUMH Utilization and Quality Committee – chartered to oversee all utilization and quality activities across MUMH.

Preceptor PGY1 Residency Program – Pharmacy Practice Management – teaching responsibilities for monthly and longitudinal rotations for PGY1 Pharmacy Residents.

Member MUMH Emergency Preparedness Committee – disaster/crisis planning within MUMH and across MedStar Health.

Member MUMH The Joint Commission (TJC) Core Group - oversee The Joint Commission (TJC) preparedness/compliance activities across MUMH.

Member MedStar Clinical Decisions Support group – oversee clinical decision making regarding Cerner IT System/clinical support. Recently implemented Computerized Physician Order Entry at MUMH.

Other Duties:

Point person/oversight responsibilities for all adverse drug events reported within the newly implemented RLS Solutions Patient Safety Event Reporting System across MUMH and MedStar Health.

MUMH Operating Room/SurgiCenter monthly rounds – in conjunction with VP of Nursing and OR Nurse Managers to assure TJC compliance/safety and quality compliance regarding medication management within the Operating Rooms and Outpatient SurgiCenter areas.

MUMH Radiology quarterly rounds – in conjunction with Director of Imaging and Imaging Managers to assure TJC compliance/safety and quality compliance regarding medication management in all areas of Imaging Services.

Monthly Patient Safety Rounds – in conjunction with MUMH Senior Leadership to assess safety concerns and recommendations by healthcare workers and providers.

Hospital Unit Based Tracer participation – to assess TJC compliance within MUMH. Includes onsite as well as offsite evaluations.

Multiple subgroups to address provider/housestaff education, nursing education regarding medication management/utilization.

Financial Planning – manpower and non-manpower budget management for MUMH Inpatient Pharmacy (\$16M) and MUMH Outpatient Anticoagulation Clinic (\$300K)

Human Resources – midyear and final evaluations; interim management of 71 employees. Staff includes Administrative Coordinator, Residency Coordinator, Pharmacy Purchasing Agent, Clinical Coordinator/Supervisor, Inpatient Pharmacy Supervisor, Medication Safety Pharmacy Officer, Staff Pharmacists (35), Clinical Pharmacists (16 – Board Certified in Critical Care, Oncology, Geriatrics, Internal Medicine, Diabetes, Pain Management/Palliative Care), Pharmacy Technicians (19), Pharmacy Purchasing Agent, Medical Assistant.

Performance Improvement – bi-annual review and presentation to MUMH Executive Performance Improvement Committee. Includes performance reviews of: Outpatient Anticoagulation Clinic (bleeding rates/thrombotic rates); Inpatient Pharmacy Anticoagulation Service (appropriate indication, adverse events, duration of therapy/time to therapeutic INR); MUMH Pharmacy Joint Replacement Center Anticoagulation Service (bleeding/thrombotic rates); Investigational Drug Service (accuracy of drug accountability Logs), Pharmacy Renal Dosing Service (assessment of renal dose adjustments); Inpatient Pharmacy Discharge Counseling Service (targeted disease states; duration of stay, assessments of interventions; assessment of readmission rates).

Budgetary management - \$10,000,000 annually. Report monthly to East Florida Division and at the facility level.

Oversaw therapeutic initiatives based upon new medications/indications, lab/drug interactions, sterile and nonsterile compounding, medication distribution (primarily automated), medication shortages, IT initiatives.

Participation on numerous committees:

Co-Chaired – Diversion Multidisciplinary Team – monthly meetings - review controlled substance usage facility-wide. Members: CEO, COO, CNO, CFO, VP Operations, VP Quality VP Human Resources, Ethics and Compliance Officer, Director of Security, Director Critical Care, Director, Medical/Surgical Unit, Director Psychiatry Services, Director Rehabilitation Services, Director Operation Services, Director Cardiology Services, Director Cath Lab Services, Director Outpatient Services.

Chaired – Medication Safety Committee – Members: Nursing, Pharmacy, IT, Respiratory Therapy, Laboratory Services, Quality/Risk Management.

Member – Pharmacy and Therapeutics Committee, Environment of Care Committee, Patient Safety Committee, Ethics and Compliance Committee, Trauma Services Committee, Pediatric Services Committee, Quality Coordinating Compliance Committee, Emergency Services Steering Committee, OB/Womens Services Committee, ICC Joint Governance Committee.

Other Duties:

Point person/oversight responsibilities for all adverse drug events and medication errors
Responsible for medication oversight hospital-wide

Previous (Maryland): Participation on numerous committees both within and outside the MedStar Union Memorial Hospital (MUMH) organization, including but not limited to:

Advisor for MUMH Medication and Utilization Management Committee – chartered to address quality of care and medication safety across MUMH.

Advisor for MedStar Health Medication Safety and Quality Pharmacy Community - chartered to address quality of care and medication safety across the MedStar Health System (10 hospital facilities).

Secretary to MUMH Pharmacy and Therapeutics Committee – chartered to oversee medication formulary management (evaluation, selection, therapeutic use, associated risk) and medication utilization across MUMH.




CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3066 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Communitywide Council Advisory Board

Name: Sarah Smith	Phone: 772-579-8608
Home Address: 614 Ave I Apt 2 City/Zip Code: Fort Pierce, FL 34950	How long at this address? 3.5 years
Are you a citizen of the United States? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Occupation: Economic Development Coordinator / Real Estate Agent	
Do you own a business that operates within the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, list the address and nature of said business:	
Do you now or in the future plan to do business with the City of Fort Pierce? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, in what capacity? Unsure at this time.	
Are you employed by a business that is located within the City of Fort Pierce? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, state the business and location: St Lucie County BOCC	
Do you have special training or knowledge in the area of: Architecture: <input type="checkbox"/> Yes <input type="checkbox"/> No Engineering: <input type="checkbox"/> Yes <input type="checkbox"/> No Real Estate Brokering: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Contracting: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Land Development: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Other: Emergency Management Describe your education, background, training and knowledge in the above area(s): Planning and Development, grants management, impact fee mitigation, project management, Situation Unit Leader, Real Estate Agent	
Are you currently a member of a Commission-appointed board/committee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please specify:	
Have you ever been convicted of a felony? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by: N/A	Applicant Email Address: Jeciera@gmail.com
Date: April 27, 2020	Applicant's Signature Sarah Smith 

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.

Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950

fax (772) 467-3841 or via email at lcox@city-ftpierce.com

City Commission Regular Meeting

13. b.

Meeting Date: 05/04/2020

Re:

SUBJECT:

Submittal of applications to serve on the Police Officers Retirement Fund - 185 Board.

SUMMARY:

Mr. Diaz has served on the Police Officers Retirement Fund Board and is seeking reappointment. No other applications were received.

RECOMMENDATION:

Reappoint Mr. Diaz.

ALTERNATIVES:

Seek additional applications.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

n/a

Attachments

Diaz Application for Reappointment

Form Review

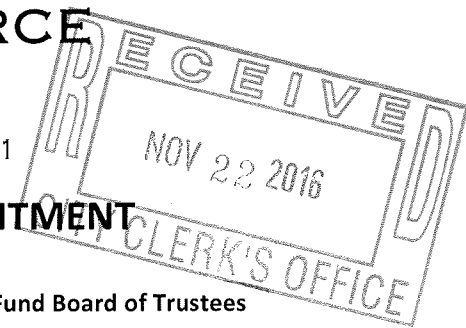
Form Started By: Linda Cox
Final Approval Date: 04/01/2020

Started On: 04/01/2020 08:51 AM



CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3066 FAX (772) 467-3841



APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Police Officers Retirement Fund Board of Trustees

Name: Carlos Diaz	Phone: 954-347-4059
Home Address: 426 Avenue A Exempt per FSS 119.071(4)(d) City/Zip Code: Fort Pierce, FL 34950	How long at this address? 1yr 4 months
Are you a citizen of the United States? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Occupation: Owner / operator of The Diaz Group, LLC	
Do you own a business that operates within the City of Fort Pierce? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, list the address and nature of said business: 426 Avenue A Fort Pierce, FL 34950 The Diaz Group, LLC - Private Investigation Agency	
Do you now or in the future plan to do business with the City of Fort Pierce? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, state the business and location: 426 Avenue A Fort Pierce, FL 34950 The Diaz Group, LLC -Private Investigation Agency	
Do you have special training or knowledge in the area of: Architecture: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Engineering: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Real Estate Brokering: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Contracting: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Land Development: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Other: Law Enforcement Describe your education, background, training and knowledge in the above area(s): See attachment describing 29 years of Law Enforcement experience.	
Are you currently a member of a Commission-appointed board/committee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please specify:	
Have you ever been convicted of a felony? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by:	Applicant Email Address: Carlos@thediazgroup.net
Date: 11/22/2016	Applicant's Signature

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.

Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@city-ftpierce.com

Proficiency and Skills:

- Perfectly fluent in English and Spanish, both written and oral, with no detectable accent.
- Thousands of hours working on complex criminal cases over the span of 29 years.
- Nearly three decades of experience interviewing witnesses, victims and suspects.
- Expert witness on narcotics criminal cases and translation of Spanish language electronic intercepts.
- Hundreds of hours on the stand giving credible testimony on criminal and civil cases.
- Lifelong experience in drafting comprehensive and accurate reports of interviews, criminal complaints, arrest affidavits and other similar written work product.
- Seventeen years negotiating in tense crisis situations as a SWAT Negotiator.
- Thousands of hours of experience with stationary and moving surveillance assignments.
- Hundreds of contacts in Local, State and Federal Law Enforcement in the United States and in many countries around the world.
- Professional and personal contacts in the fields of criminal and civil law.
- Served on several Federal Law Enforcement Task Forces
- Authorized subscriber and proficient user of various investigative and public records check platforms.
- Proficient computer skills.
- Active Florida Police Certification
- First Aid / AED / CPR Certified
- NRA Range Safety Officer

Professional Experience:

Investigator / Consultant

DRRT Investigations, Governance and Compliance, LLP.

December 2012-present

DRRT is the Investigative section for the international law firm of Diaz Reus and Targ, LLP. DRRT provides a variety of support services such as consulting, internal and external corporate investigations, asset tracking and recovery, identification of funds and corporate governance/compliance to include anti-money laundering (AML), Bank Secrecy Act (BSA), Foreign Corrupt Practices Act (FCPA), Securities and Exchange Commission (SEC) and Sarbanes-Oxley matters.

**Owner / Director of Investigations
The Diaz Group, LLC.
August 2012 to present**

I obtained a State of Florida Private Investigation Agency License and founded The Diaz Group, LLC, a licensed and insured private investigations agency. The Diaz Group provides a variety of services to the legal and corporate communities, which include but are not limited to, domestic and international litigations support and investigations, client debriefings, due diligence, witness and asset tracking, domestic and international surveillance, evidence gathering, drug dog searches, accident reconstruction and covert electronic surveillance system installations and their countermeasures. The Diaz Group also caters to insurance companies and private investigations agencies in other countries in need of stateside or global investigative support. www.thediazgroup.net

Medicare Fraud Investigator

SafeGuard Services, LLC. A Zone Program Integrity Contractor for the Centers of Medicare and Medicaid.

February 2009 to December 2012

In February of 2009 I began working as a Medicare Fraud Investigator for SafeGuard Services, LLC, a Zone Program Integrity Contractor for the Centers of Medicare and Medicaid Services where I am still employed. My first assignment was in the Home Health Unit. That group is responsible for identifying and investigating fraud waste and abuse committed by Home Health Agencies. My duties in the Home Health Unit included interviewing and evaluating Medicare beneficiaries to see if the criteria for homebound status of the beneficiary had been met and to determine if the agency was providing services to ineligible beneficiaries. My second assignment was in the Medicare enrollment team, where new Medicare provider applicants were vetted for compliance prior to being granted provider status and a provider transaction access number. This unit was also responsible for the re-validation of established Medicare providers. Much of the work that I performed while in the enrollment team was conducting On-Site Inspections and Site Verifications of Doctors' Offices and Medical Clinics to establish if they were in compliance with Medicare rules and regulations. A major component of the onsite inspection was the interviews of the Physicians and

other types of healthcare professionals who were working at the establishment. Another facet of the duties, which I still perform on a routine basis, is the review of data and medical billing to determine if fraud has been or is being committed. Based on the outcome of my investigations, I make recommendations to suspend, revoke or sanction Medicare Providers. I also make Law Enforcement Referrals to the FBI and the HHS, Office of Inspector General, when a Medicare Provider is discovered to be involved in criminal activity. In the past three and a half years, the investigations that I have worked on have resulted in the savings of millions of taxpayer dollars to the Medicare Trust Fund.

In July of 2012, I transferred to the Puerto Rico and U.S. Virgin Islands group, which is responsible for all the Medicare Investigations conducted on these unincorporated insular areas. This assignment requires monthly travel to the islands, which has resulted in my familiarization with the geographical areas and their culture.

SIU Investigator

Infinity Auto Insurance

April 2008 –December 2008

I began investigating insurance fraud while working in the Special Investigations Unit of Infinity Auto Insurance.

While employed by Infinity Insurance I obtained a State of Florida All Lines Insurance Claims Adjuster License from the University of Central Florida.

During my tenure as an SIU Investigator I conducted dozens of examinations under oath and one on one interviews of claimants and automobile insurance fraud suspects. I also conducted inspections of doctors' offices and medical clinics. I obtained experience dealing and coordinating with vendors and expert witnesses for various types of forensic work. On a weekly basis I dealt with various law enforcement agencies while conducting insurance fraud investigations that resulted from stolen vehicle claims, suspicious fire claims and staged accident claims.

Homicide Detective

Hialeah Police Department

1998 – 2008

The types of cases that I handled during my last 10 years included murder, manslaughter, rape, aggravated battery, police involved shootings and in-custody deaths. I also handled death cases such as suicides, unattended natural deaths, and accidental deaths not related to motor vehicle crashes.

I am experienced in testifying before the Grand Jury and have done so in state and federal courts for the indictment of first-degree murder cases and for federal narcotics investigations, resulting in favorable outcomes for the prosecution of both jurisdictions.

When assigned as the lead investigator on a major investigation, I managed and coordinated a team of Detectives, Crime Scene Technicians and Police Officers. During my tenure in homicide I worked on hundreds of death cases, 97 homicides of which I was the lead investigator on 18.

Robbery Detective

Hialeah Police Department

1997 -1998

The year spent in robbery was fast paced and my stepping-stone into the elite homicide unit. My duties included interviewing victims, reviewing surveillance films, compiling photographic line ups, identifying, locating and apprehending dangerous and almost always armed felons, and subsequently interviewing and arresting them.

SWAT Hostage Negotiator

Hialeah Police Department

1986 – 2003 (concurrent position)

During my 17 years as a SWAT negotiator (my most rewarding assignment) I was involved in dozens of negotiations with criminals and or mentally unstable people who

involved. The position required years of monthly education in the fields of psychology, drug psychopharmacology, neuro-linguistic programming, conflict resolution, rapport building and cultural diversity.

Narcotics Detective /Task Force Officer

Hialeah Police Department / DEA HIDTA /FBI /US MARSHALS

1986 -1996

My first exposure to detective work was between 1986 and 1996 when I was assigned to the Special Investigations Section / Narcotics. All of my years in the SIS were spent working in an undercover capacity. During that time I infiltrated criminal organizations for the purpose of purchasing, selling and transporting illegal drugs and firearms. I also spent countless hours conducting surveillance of suspects, monitoring wiretap communications and gathering intelligence on the organizations we investigated.

I have testified as an expert witness in court on narcotics criminal cases, including translation of Spanish language electronic intercept.

During the March 4, 1992 visit of President George H.W. Bush to Miami-Dade County, I was one of only two detectives from the entire police department assigned to the United States Secret Service Presidential Protective Detail. I was posted on stage with the President and was assigned to the President's evacuation vehicle.

Uniformed Patrol Officer

Hialeah Police Department

1984 -1986

I was the first responder to a multitude of dispatched police calls. Every call was different and required thinking on your feet. In every call there was an unknown factor that required thinking and proceeding tactically.

My duties included the following:

Interviewing suspects, witnesses and victims.

Writing detailed reports.

Evidence preservation and collection.

Traffic enforcement.
Handling accidents and writing accident reports.
Interacting with people who suffered from mental illness.
Interacting with people from a variety of cultures and customs.

Licenses and Certifications:

Florida Department of Law Enforcement Current and Active Police Certification
State of Florida Private Investigator #C2701399
Statewide Firearms License # G2705630
State of Florida Private Investigation Agency License # A1200216
State of Florida Concealed Weapon or Firearm License # W1162654
State of Florida Notary Public Certificate # GG014883
NRA Gun Range Safety Officer

Affiliations/Memberships:

**International Police Association
1998 – present**

IPA#R32419

I am a member in good standing of the International Police Association and have maintained hundreds of contacts within the law enforcement communities across the United States and around the world. I have also maintained strong personal contacts within many state, local and federal law enforcement agencies in the Miami Dade and Broward Counties, and with the Miami-Dade State Attorney's Office, the Miami-Dade Medical Examiner's Office and the United States Attorney's Office.

**Miami-Dade County Association of Chiefs of Police.
2013-Present**

**Florida Association of Licensed Investigators.
2012-Present**

Pursuant to FSS 119.071(4)(d) The address used on this resume and the Fort Pierce application is my business mailing address and not my residential address. I do live within the Fort Pierce city limits.

City Commission Regular Meeting

13. c.

Meeting Date: 05/04/2020

Re:

SUBJECT:

For Informational Purposes - House Rule: Code of Civility

Attachments

Memo and House Rule

Form Review

Form Started By: Linda Cox

Started On: 04/29/2020 01:40 PM

Final Approval Date: 04/29/2020



TO : City Commission

FROM : Linda Hudson, Mayor

RE : House Rule: Code of Civility

DATE : April 29, 2020

Attached is a document entitled “House Rule: Code of Civility” which all members of our city commission developed during the strategic planning process in March 2019. Each one of us signed our names in agreement to these rules. Our City Manager thoughtfully distributed a laminated copy to each city elected official in April of 2019.

The goal of following our House Rules Code of Civility is so that the citizens of Fort Pierce will have confidence in the decision-making process of our city by observing us at our meetings engaging in civil discussion and following proper procedures.

We have written rules of decorum for the public, which our commission has approved, and which are included on our written agendas and displayed during public comment at meetings. When the public violates those rules, it is my job, as Mayor, to inform, educate and enforce, hopefully with your support. The goal of the public comment rules is to treat all members of the public in a fair and equitable manner.

Going forward, I would ask that each one of us remind ourselves of these “House Rules” prior to meetings. It is my request that each elected commissioner adhere to the standards we have set for ourselves and self-police for the good of civil discourse in our meetings.



THE SUNRISE CITY

FORT PIERCE
CITY MANAGER'S OFFICE *Florida*



TO : The Honorable Mayor and Members of the City Commission
FROM : Nicholas C. Mimms, P.E., City Manager *NCM*
RE : Code of Civility Contract
DATE : March 29, 2019

Attached for your review and utilization is the Code of Civility Contract that resulted from the strategic planning wrap up session on Friday March 22, 2019. The document has been signed by all parties and executed by the City Commission.

If you have any questions or need additional information, please contact me.

NCM:kmb

Attachments

c: City Clerk
City Attorney

HOUSE RULE : CODE OF CIVILITY

1. Respect each others : personality, experiences, comments and opinions
2. Communicate in an open, direct manner - focusing on the issue
3. Work as Team
4. Be nice and kind
5. Treat ^{each other} as you want to be treated
6. Focus on the big issue
7. Avoid personal attack or taking things personal
8. Remember we are here to serve the community
9. Listen with an open mind and acknowledge the community experiences and observations of other
10. decide and move on to the next issues
Agree to disagree
11. If personal performance issue, go to the City Manager in private
12. When liaison/representative, be a ambassador representing city policies and direction

Reginald Sessou
Sinda Hudson

Theron
Augustine Ancker

City Commission Regular Meeting

15. a.

Meeting Date: 05/04/2020

Re:

SUBJECT:

Reports

Attachments

City Manager's Report

Purchase Orders

Form Review

Form Started By: Linda Cox

Started On: 04/29/2020 01:33 PM

Final Approval Date: 04/29/2020

FORT PIERCE INSIDER





BY: CHAD DAWSON, CODE ENFORCEMENT

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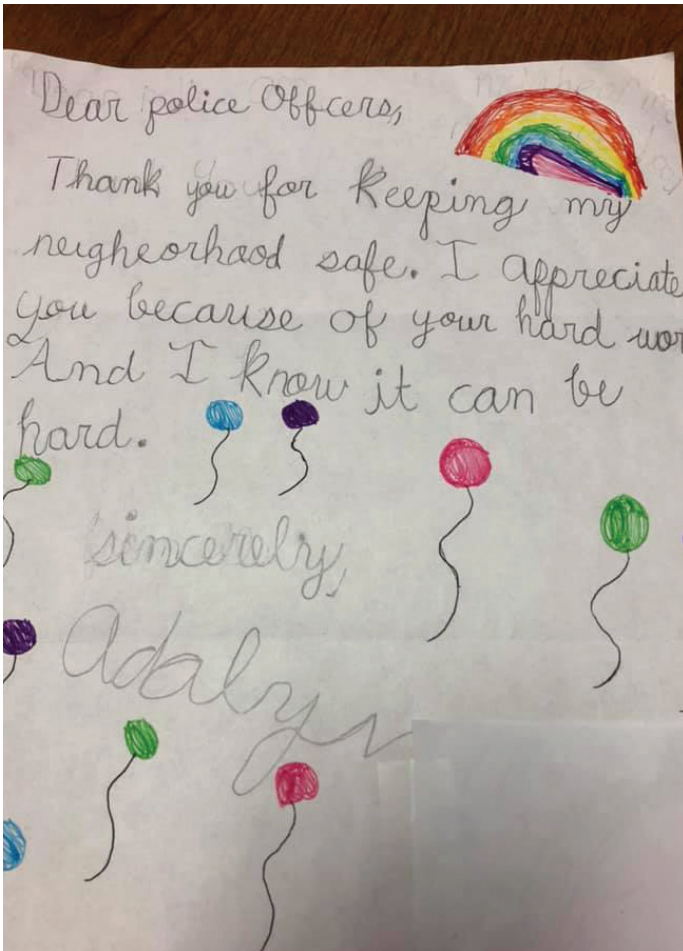
4	POLICE DEPARTMENT	14	INDIAN HILLS GOLF COURSE
6	PLANNING DEPARTMENT	15	FORT PIERCE CITY MARINA
8	CONSTRUCTION SPOTLIGHT	16	SUNRISE THEATRE
10	BUILDING DEPARTMENT		
12	PUBLIC WORKS DEPARTMENT		



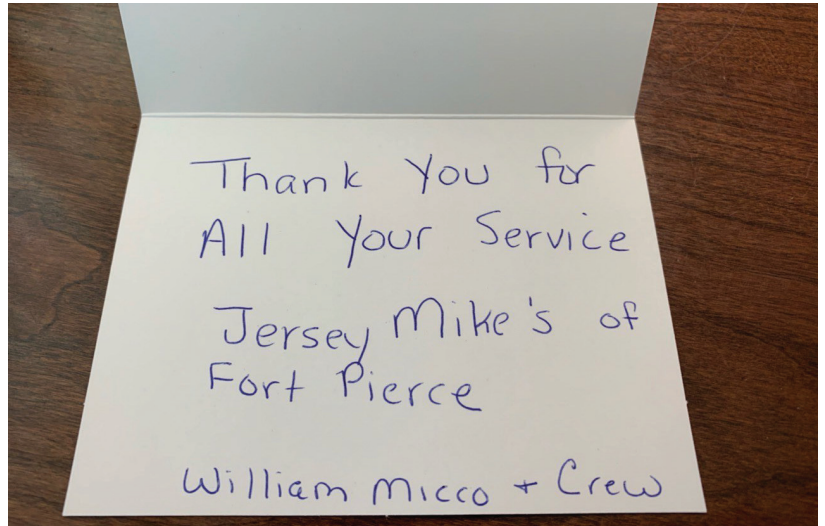
The Fort Pierce Police Department would like to send a heartfelt "Thank You" to Miss Laura Krecic for donating the beautiful sign that was installed in front of the police department by Ashley of "Card my Yard". It was a huge surprise to the department and it brought many smiles to our team.

From longtime businesses to our citizens, the Fort Pierce Police Department has been showered with tons of support from our community. Since the onset of the COVID-19 Pandemic within our City, being on the frontlines along with healthcare works, store clerks, etc, life as we once knew it has changed. While we hope that this is only a temporary situation, the Fort Pierce Police Department greatly appreciates the community's support. That support has come in many different forms over the past few weeks. From donations





of personal protection gear to lunch being delivered and the men and women of the police department are so appreciative of the thoughtfulness and kindness showered upon them. We would like to thank the following businesses and individuals: PepsiCo Distribution Center of Fort Pierce, Charlie Wolfe, Jersey Mike's Subs in Fort Pierce, Papa Johns Pizza in Fort Pierce, Publix Sabal Palm Plaza, Treasure Coast Chinese American Relief Effort, Groza Builders Inc., RUSH Jensen Beach Extreme Trampoline Park, Don Spaeth and the Freedom Boat Club of Fort Pierce, Shiner Law Firm in Boca Raton, and Howard Dunn, Jr of Dunn's Tractor Service.



SHINE A LITTLE LOVE!

The Fort Pierce Police Department was very honored to participate in Brian Collins' video, "Shine A Little Love 2020". During this temporary season we now call the COVID-19 Pandemic, we could all benefit from this anthem. The video can be found at the following link: <https://www.youtube.com/watch?v=zCDxMPDFU3w>

MAKE FORT PIERCE COUNT. ✓

LET'S **GET OUR FAIR SHARE** OF FEDERAL FUNDING FOR:



SCHOOLS



ROADS & SIDEWALKS



HOSPITALS



EMERGENCY SERVICES

Why is being counted important? If you are new to our community or a long-term resident, whether you're a renter or a homeowner, a U.S. citizen or not, YOU are OUR neighbor and together WE ALL COUNT! **Did you know that APPROXIMATELY \$675 BILLION IN FEDERAL FUNDING IS DISTRIBUTED TO COMMUNITIES EACH YEAR. IF WE DO NOT REGISTER WITH THE U.S. CENSUS OUR CITY GETS LESS IN FEDERAL FUNDING.**

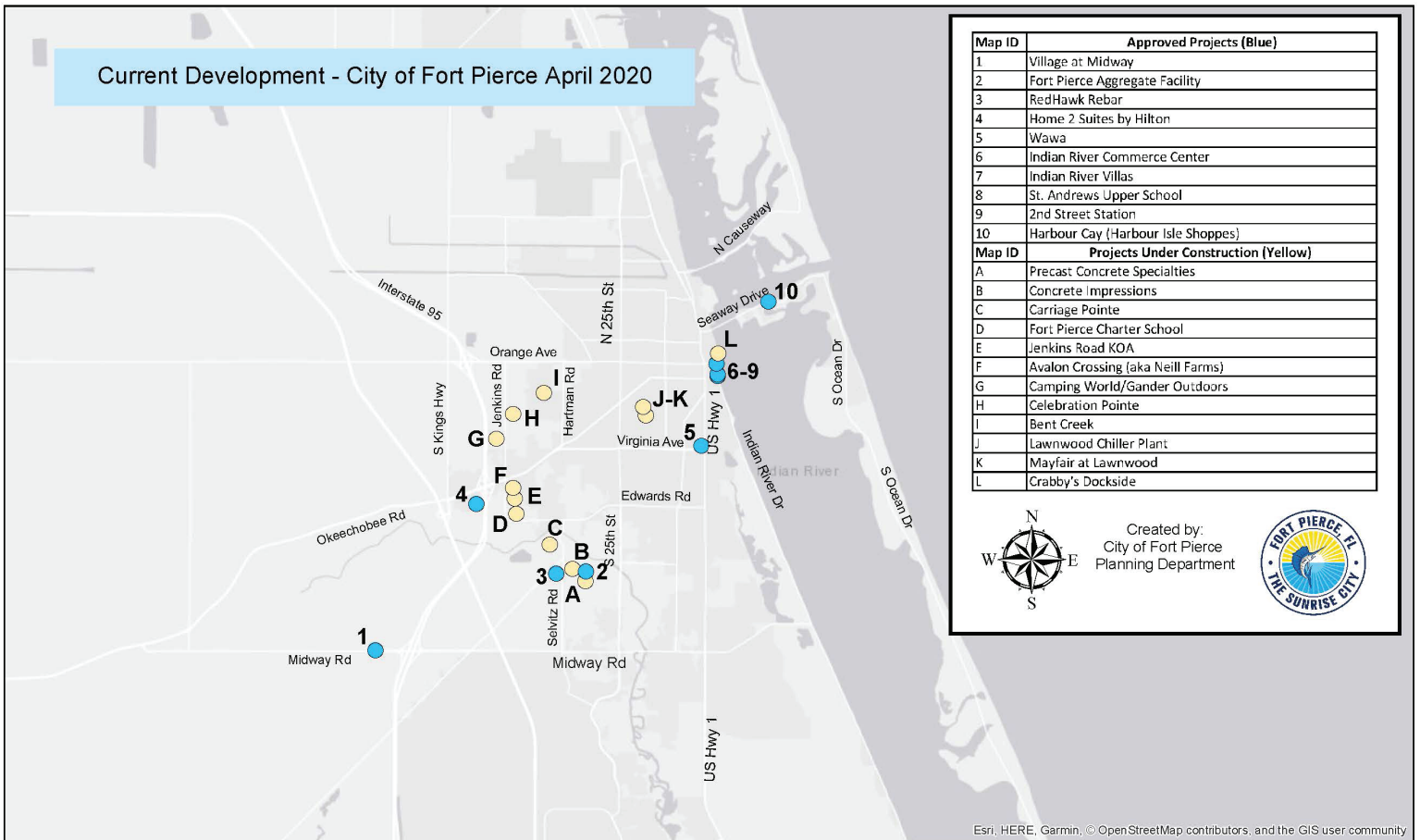
- ✓ *If you have your census mailing, send it by mail. There is no postage necessary.*
- ✓ *If you no longer have your census mailing but have a computer, go online to my2020census.gov*
- ✓ *If you need to complete the 2020 Census over the phone with a Census Assistance representative, call 1-844-330-2020*
- ✓ *If you need further assistance, please call the City of Fort Pierce Planning Department at 772-467-3737 for assistance.*



TOGETHER, WE COUNT

LEARN MORE AT **CITYOFFORTPIERCE.COM**

CURRENT DEVELOPMENT & PROJECTS



Provided are current and ongoing projects that have been approved or under construction in the City of Fort Pierce. The Planning Department will be showcasing particular projects of interest that are under review in the upcoming City Manager reports. This month is an update on development approved and underway.

APPROVED PROJECTS

1. Village at Midway

This project was approved as a commercial and industrial park with a separate residential component that will provide the development community to relocate or start their industrial or commercial industries.

2. Fort Pierce Aggregate Facility

This project was approved as a two-

phased aggregate recycling facility for office and warehouse space.

3. RedHawk Rebar

This project was approved as a prefabricated metal Light-Industrial Building with attached administrative offices, using natural oolitic stone, bright earthy colors, and decorative metal venting to blend with the existing site. Integrating eco-friendly aspects such as solar panels, natural cooling systems and on-site nature preservation areas.

4. Home 2 Suites by Hilton

This project was approved as a 95-room hotel consisting of four-stories, with an outdoor space, including a pool. The total building size is 58,083 square feet. The hotel provides for an increase in visitor accommoda-

tions to the City, as it will be built within close proximity to 5 other hotels.

5. Wawa

This project was approved as a gas station and a 5,943 square feet high-end convenience store. The fuel canopy will service 16 cars at a time and will be similar in appearance and operation as the existing WAWA located at the corner of Okeechobee Road and Jenkins Road.

6. Indian River Commerce Center

This project was approved as a five (5) story mixed use development consisting of 10 multi-family units, 13,825 square feet of office and 8,186 square feet of retail.

7. Indian River Villas

This project was approved as a three (3) story, 12-unit multi-family development consisting of six (6) two-unit buildings with garages fronting South Indian River Drive.

8. St. Andrews Upper School

This project was approved as a Conditional Use approval to expand its private school operations, St. Andrew's Episcopal Academy into the subject facility. The expansion will provide classrooms for the existing Middle school operation as well as at their newly formed High-school.

9. 2nd Street Station

This project was approved as a 4,986 square foot mercantile and business building in the heart of downtown Fort Pierce.

10. Harbour Cay Shoppes

This project was approved as a 10,530 square foot multi-use retail building for restaurant and retail use. The project is part of the overall Harbour Isles Planned Development.

PROJECTS UNDER CONSTRUCTION

A. Precast Concrete Specialists

This project was approved as a 76,100 square foot precast concrete production facility in multiple phases, located on a 75-acre parcel adjacent to Fort Pierce Central High School.

B. Concrete Impressions

The project was approved though the building permit process for the operation of a concrete facility in the Selvitz Road industrial area. The project area is approximately 18.51 acres and the primary function of the business is concrete casting of items such as barrier walls and light poles. The project is currently under construction.

C. Carriage Pointe

The project was approved as a 131-unit single-family home development that was previously approved in St. Lucie County. The project was annexed into the City of Fort Pierce in the mid 2000's.

D. Fort Pierce Charter School

This project was approved as a one-story, 30,906 square foot Charter School to serve 570 students, grades Kindergarten through 8th grade. The project is currently under construction and it is anticipated that the school will be open for the 2020-2021 school year.

E. Jenkins Road KOA

This project was approved as a three-phased development for campground use that will feature RV lots and recreation amenities. The 1st phase will consist of 117 total RV lots along with an administration building, pool, a lake, and recreational amenities. The 2nd phase will consist of 80 RV lots, a lake, and additional amenities. The 3rd phase will consist of 126 RV lots, the 2nd portion of the administration building, and shuffleboard courts.

F. Avalon Crossing

This project was approved as a 303-lot residential development for both single family homes and duplexes. This project was a resurrection of a project of a similar nature that was approved in 2005 that was abandoned by the developer. The project is currently under construction.

G. Camping World/Gander Outdoors

This project was approved as a 17,750 square feet Gander Outdoor-Retail store and a 15,035 square feet Gander RV dealership.

H. Celebration Pointe

This project was approved as a single-family home and townhouse development that was previously approved in St. Lucie County. The project was annexed into the City of Fort Pierce in 2017. The project is approved for 755 total residential units with 318 single family homes, 292 single story villas and 145 two story villas.

I. Bent Creek

This project was approved as a phased development consisting of 692-unit single family units with community amenities and a public park.

J. Lawnwood Chiller Plant

This project was approved as the first phase of Lawnwood Medical Regional Center's expansion project, consisting of a new state of the art chiller plant with screening, outdoor fuel tanks with screening, and additional parking.

K. Mayfair at Lawnwood

This project was approved as a 220-unit multi-family development adjacent to Lawnwood Regional Medical Center.

L. Crabby's

This project was approved to renovate the site of the former Tiki Bar to make room for a two (2)-story 6,966 square foot restaurant.

M. 7-Eleven

This project was approved as a 3,000 square foot 7-Eleven convenience store and gasoline service station with a 900-square foot car wash.

CONSTRUCTION SPOTLIGHT



Indian Hills Recreation Area Multi-Use Trail Improvements:

Construction of this 12' wide concrete trail is scheduled to begin early summer of 2020. This trail will follow the existing rock trail through the Indian Hills Recreation Area, starting at the south end near the FEC spur track, south of Savannah Road, and continue north to Indian Hills Drive; a total distance of 0.85 miles. This trail is funded by a grant from the Florida Department of Transportation through their SUN trail program. Ultimately this trial section will become part of the East Coast Greenway System, a nearly 3000 mile trail project extending from Canada to Key West. A meeting and project walk through was conducted on April 21 with the low bidder DBI Marina & Site Contractors to review the project scope. A recommendation to award the contract in the amount of \$495,745.50, will be before the City Commission at their May 4, 2020 meeting.



North 17th Street (Orange Ave to Ave D) Roadway Improvements:

The contract execution is in progress. The Notice To Proceed is anticipated in April. After site walk through and discussions with the contractor, FPUA and AT&T, the project's estimated completion is March 2021.

Intracoastal Waterway Dredging:

The Army Corps of Engineers has requested the City to dredge a section of the IWW to the east of Tern Island. Gator Dredging started dredge operations February 26, 2020. Contractor has completed the project as of April 10 and removed 10,965 cu. yds. of material from the project template.



Citrus Avenue Bridge Repairs:

Bid opening for the project was held on April 23, 2020 with eight responders submitting proposals. The scope of work includes both structural and non-structural repairs. Work is expected to begin Summer of 2020.

8th Street and Edwards Road Stormwater Pump Station:

A pre-construction meeting was held on-site on April 24, 2020 with the contractor, FPUA, and SLC representation. Construction of a stormwater pump station along with a gas-powered backup generator is scheduled to begin the end of May 2020. Construction duration is likely to be around 60-days.

WHAT'S NEW?



Independence Classical Academy located at 2900 S. Jenkins Rd. construction of the new charter school is underway and on schedule to be open for the 2020-21 school year for grades K-8. The school will expand services in subsequent years to be a full K-12 school. Although the school is utilizing Private Provider Inspectors, City of Fort Pierce Building Inspectors routinely visit the site to verify all necessary inspections are being performed and to ensure there is no imminent threat to public safety and welfare, as provided for by Florida State Statute. All concrete slabs have been poured, most concrete block walls have been constructed, roof trusses and plywood roof decking have been placed on the north part of the building.



SITWORK & CLEARING

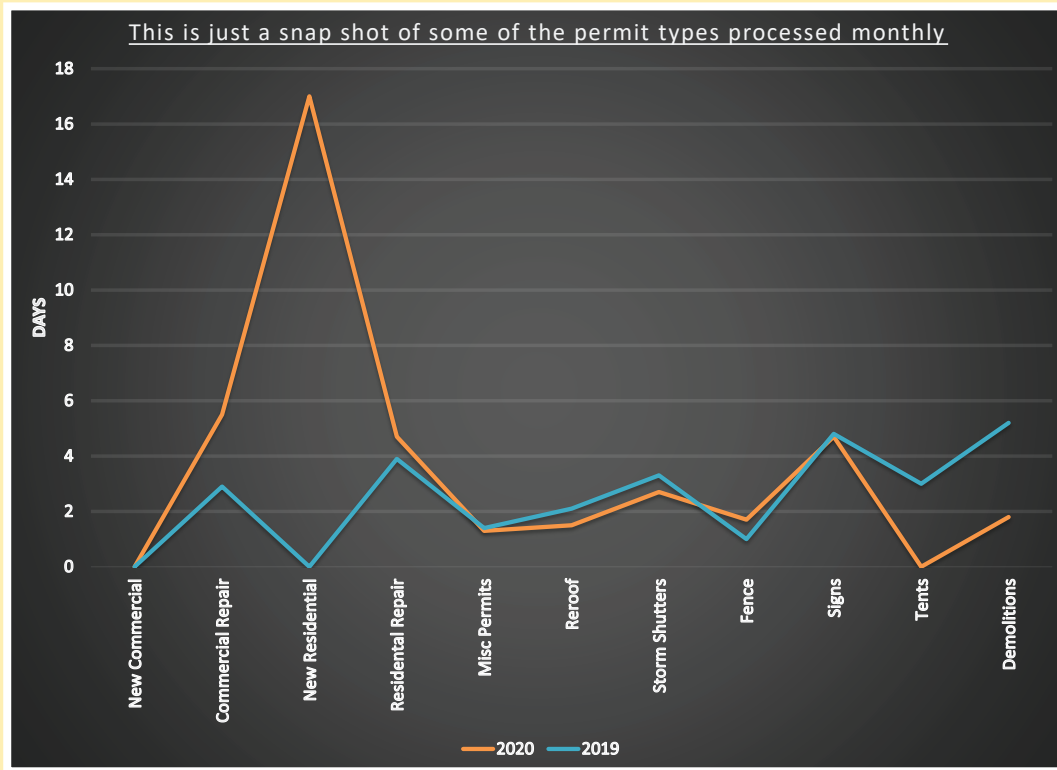
Sitework and building permits have been issued for the 2nd KOA Campground in Fort Pierce located at 3180 S Jenkins Rd. Located at the corner of Jenkins Road and Edwards Road, sitework has recently begun. The Building Contractor, Remnant Construction LLC is overseeing the project.

Land clearing and grading is ongoing in preparation of upcoming sitework for the future residential subdivision Avalon Crossings located at 2704 S Jenkins Rd. constructed by Ryan Homes. Much of the sitework and underground utilities previously completed in 2006, must be redone for compliance with the Florida Building Code.

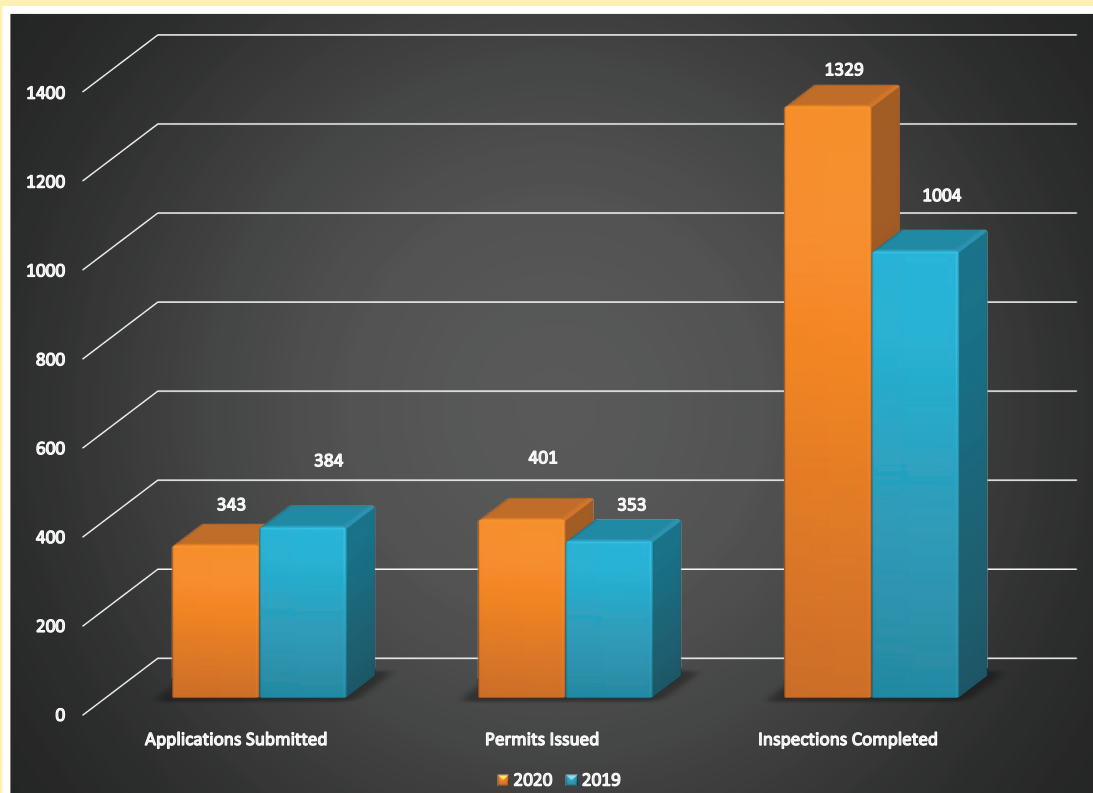
BUILDING CHARTS FOR MARCH 2020

PLAN REVIEW PROCESSING TIME

For permits with 0 days, either the review was not completed within the month, or there were no reviews for the entire month.



ACTIVITY REPORT





MIKE REALS, PUBLIC WORKS DIRECTOR

As the community slows its pace in an effort to slow the spread of COVID-19 and flatten the curve, the Public Works Department is hard at work ensuring that your public parks, walk paths, and facilities are safe and in beautiful condition.

It is no secret that Fort Pierce has become a destination, with beautiful parks and gorgeous beaches what is not to love? The Public Works Department has utilized this time to perform some much-needed maintenance. Marina Square was first on the list to receive some attention.

Thousands of residents and guests visit this area weekly for markets, festivals, and leisure. The pavers have been pressure washed, tree pits have been replanted, and new sod was placed in the open green space. The Percy Peek Gymnasium has received beautification in the form of elevation of the oak tree canopy and trimming of palm trees. With beaches closed to the public, Porpoise Beach access received maintenance by way of a new natural dune crossover and paint to the pavilion. The parking lot and drive isle at Jaycee Park had potholes repaired

and the County continues to place sand on the beach at the Jetty. City of Fort Pierce facilities also see a lot of visitor on a weekly basis. The River Walk Center is very popular with most weekends being booked for 12-18 months in advance. The interior of the RWC has been painted, the terrazzo floors have been polished and the dance floor surface has been replaced.

The Public Works Department looks forward to welcoming back all of the wonderful people and activities that take place in our community when it is safe to do so.



RIVER WALK CENTER SALES REPORT MARCH 2020

CLASSES	\$ 2,672.86
PARK PERMITS	\$ 0
SPECIAL EVENTS	\$ 0
FACILITY	\$ 1,405.39
TOTAL	\$ 4,078.25



DANIEL VISCONTI, IHGC MANAGER

From a maintenance standpoint, we have already aerated our tees, fairways and greens and we continue to spray and fertilize to provide better turf health and that in turn will help prevent weed growth. The fairways have been top dressed in spots to help achieve smoother areas going forward. We will be freshening up our Golf Shop in early May as we provide a fresh coat of paint to the exterior of our building and front awning.

We have been fighting through this virus for weeks now, going above and beyond to protect the health and safety of our members and guests. Before each use, our golf carts are pressure washed and wiped down with a disinfectant. The rakes have been removed from the course as have the drinking water coolers. We have added a “stopper” to the bottom of each flag stick so you no longer have to reach into the cup to retrieve your ball. All door knobs, faucet handles and counters are being wiped extensively throughout the day with bleach. Even the light fixtures are taped in the ON position each morning to eliminate contact.

We understand that everyone is going a bit stir crazy with little to no outdoor activity

available so we hope that everyone is doing their best to protect themselves and those around them to prevent the spread of this virus.

Word of mouth is our greatest form of advertising, so we ask if you’ve played here and enjoyed the changes we’re making, please tell a friend....or two! If there’s something we can improve upon...tell US so we can keep getting better! We thank all of our members and guests for their support and we ask that you please “Like” and “Follow Us” on Facebook or Instagram to see almost daily updates on the golf course and our ongoing maintenance projects.

**INDIAN HILLS
SALES REPORT**

	2/2020	3/2020
GOLF ROUNDS	4183	3001
GOLF FEES	\$125,131.62	\$62,130.50
RANGE TOKENS	\$3,082.72	\$2,180.09
MEMBERSHIP PASS	\$1,013.83	\$6,788.42
FOOD & BEVERAGES	\$7,027.35	\$6,916.18
MERCHANDISE	\$7,116.46	\$6,788.42
TOTAL	\$145,292.98	\$78,240.11



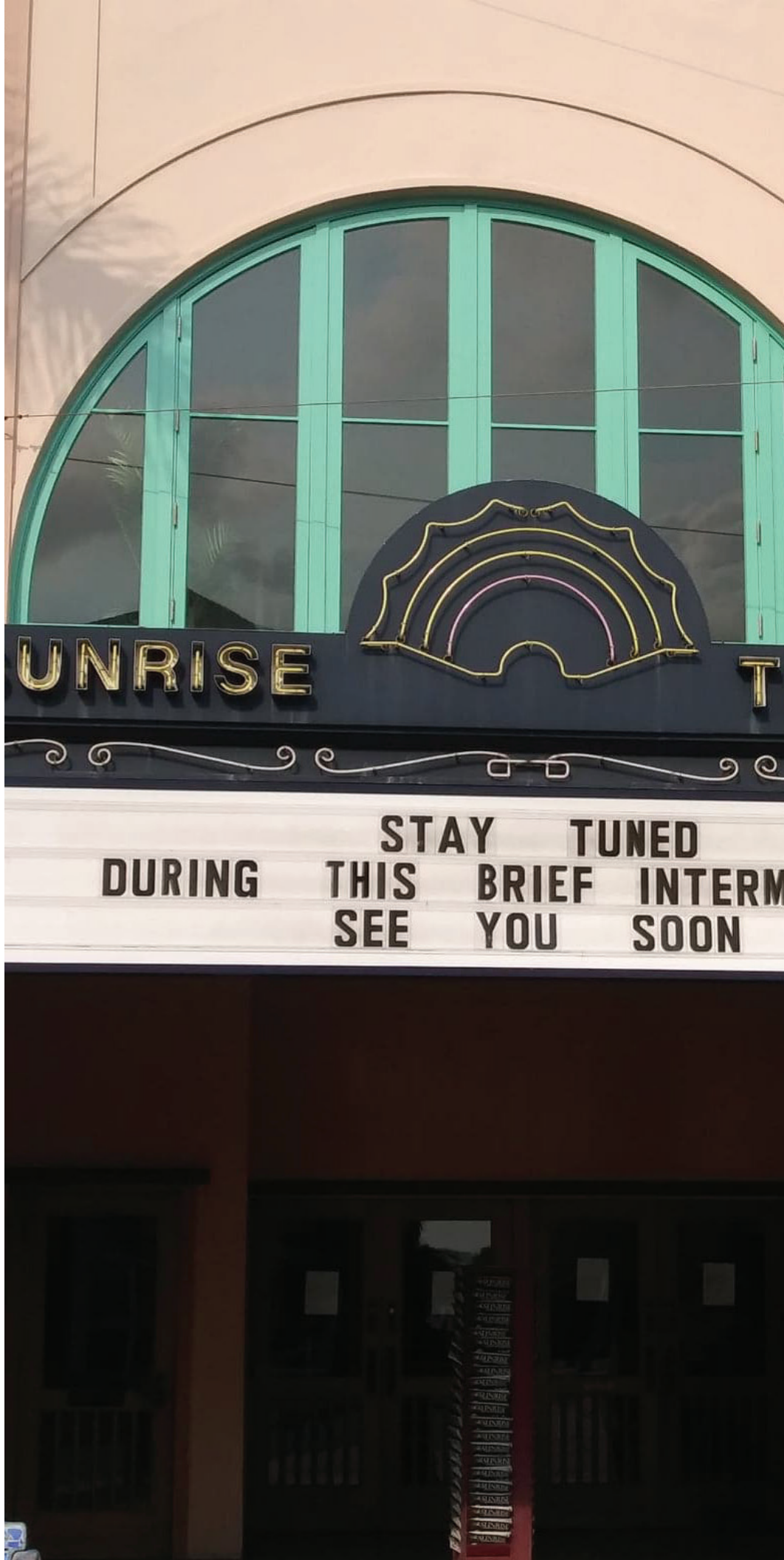
CITY MARINA FINANCIAL REPORT

	DECEMBER	JANUARY	FEBRUARY
Dockage Reservations	211	146	88
Monthly Dockage	\$125,397.06	\$133,691.26	\$145,723.47
Transient Dockage	\$51,730.87	\$54,220.33	\$47,137.20
Electricity	\$4,963.73	\$5,050.47	\$3,852.51
Retail	\$13,572.34	\$15,235.68	\$5,618.43
Gas Sales	\$0	\$0	\$0
Diesel Sales	\$63,764.85	\$10,885.70	\$0
TOTALS	\$259,428.85	\$219,083.44	\$206,728.79

STAY TUNED

With the onset of the COVID-19 Pandemic and day to day uncertainty of when the Sunrise Theatre will reopen to the public, SRT staff has been busy with cleaning and sanitizing. Just like we all have been doing in our spare time, home improvements. The windows on the theatre received a fresh coat of paint which really looks great and the Sunrise Theatre awnings have been put back up adding to great curb appeal. Work is underway with repairing the concrete floor in the Black Box and refreshing some of the interior paint in the space so we can put our "best" foot forward for the returning Comedy Corner, Fort Pierce Jazz and Blues Society and other special events that are presented for the community.

Among the show rescheduling and cancellations made in April, we are looking forward to our upcoming 2020/21 Season. Several of the shows that were scheduled in April have been rescheduled for the 20/21 Season. Staff is working on confirming shows for the new season and keeping Sunrise Theatre patrons involved with social media efforts. Live concert streaming and Sunrise Sessions featuring local talent on Facebook and YouTube just started. Young people can participate in a coloring contest and have the opportunity to be judged online and win tickets to upcoming shows.







Mission Statement

To provide community leadership, quality public service, and a safe environment for all citizens, by an empowered team of employees motivated by pride in themselves and their work.

WWW.CITYOFFORTPIERCE.COM ■ [FACEBOOK.COM / FTPIERCE](https://FACEBOOK.COM/FTPIERCE)

**Purchase Order Approvals between \$10,000 and \$50,000 by the City Manager
from April 1, 2020 to April 30, 2020**

1. Purchase Orders
 - a. Approve the purchase of 150 Field Trauma Medical Kits to equip patrol vehicles in the amount not to exceed \$16,200 from Rescue Essentials.
 - b. Approval to purchase a 2018 Chevrolet Impala from Arrigo Dodge, Chrysler, Jeep, Ram - Fort Pierce for the Police Department's Crime Suppression Unit in the amount of \$12,959.90.
 - c. Approve the Police Department's request to purchase a computer program from Cellebrite in the amount of \$14,085.00.
 - d. Approval for COVID 19 Emergency Purchase in the amount not to exceed \$ 31,503.61 for laptops, remote network setup and consultation for Zoom, annual user licenses for Zoom, and video conferencing devices.
 - e. Approval for Securitas Electronic Security Inc., Uniontown, OH, to add-on security services in the amount not to exceed \$ 11,749.55.
 - f. Approval to award the removal & replacement of cement flooring in The Sunrise Black Box, quotes obtained, to A-Rose Installations, Inc., Sunrise, FL, in the amount of \$25,200.00.
 - g. Approval for Scribble Software for MARINAGO Office software services in the amount not to exceed \$13,925.00.
 - h. Approve the purchase of new computer equipment for Public Works divisional managers from Dell EMC, in accordance with the attached quote, not to exceed \$ 10,035.00.


APPROVED
4/29/20