



Regular City Commission Meeting Agenda

150 NE 2nd Avenue | Deerfield Beach, FL, 33441 | 954-480-4200

Mayor Bill Ganz

Vice Mayor Ben Preston

District 1 Commissioner Michael Hudak

District 3 Commissioner Bernie Parness

District 4 Commissioner Todd Drosky

Monday

September 13, 2021

7:00 PM

CALL TO ORDER & ROLL CALL

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

APPROVAL OF CITY COMMISSION MINUTES

Regular City Commission Meeting Minutes

Attachment: August 17, 2021

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Planning & Zoning Board Meeting Minutes

Attachment: August 5, 2021

Code Compliance Meeting Minutes

Attachment: April 28, 2021

Community Redevelopment Agency Meeting Minutes

Attachment: August 10, 2021

Police Pension Board Meeting Minutes

Attachment: January 14, 2021, April 8, 2021, June 4, 2021

APPROVAL OF THE AGENDA

September 13, 2021

ZOOM MEETING

Join Zoom Meeting by clicking the below link:

<https://deerfield-beach.zoom.us/j/89280198154?pwd=RDFERUU2UTNQeFJ5QmplQmZ6VU1rdz09>

Join Zoom Meeting via telephone by dialing:

Call-in Number: (301) 715-8592

Meeting ID: 892 8019 8154#

Participant ID: #

Passcode: 885476#

For complete instructions on joining and/or participating during Public Comment, please click the following link or attend in person in the City Commission Chambers adhering to social distancing protocols, temperature checks and face covering recommendations:

Attachment: Zoom Instructions

AWARDS & RECOGNITION

1. Proclamation presented to Feeding South Florida recognizing September as Hunger Action Month.

Sponsor: Mayor Bill Ganz
Commissioner Todd Drosky

2. Proclamation presented to the League of Women Voters of Broward recognizing the month of September as Suicide Prevention Awareness Month.

Sponsor: Commissioner Michael Hudak

BUDGET & MILLAGE PUBLIC HEARINGS

- 3. ORDINANCE 2021/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING THE MILLAGE RATE TO BE LEVIED BY THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022; STATING THE PERCENTAGE CHANGE BY WHICH THE MILLAGE RATE EXCEEDS THE ROLLED-BACK RATE AS COMPUTED PURSUANT TO SECTION 200.065, FLORIDA STATUTES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**

Suggested Action: Commission to vote on Ordinance

Voting Requirement: Adoption requires a 4/5 vote of the City Commission

Sponsor: Department of Financial Services & Office of the City Clerk

Attachment: FY22 Millage Rate

- 4. ORDINANCE 2021/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING THE FINAL BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**

Suggested Action: Commission to vote on Ordinance

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Financial Services & Office of the City Manager

Attachment: FY22 Budget

- 5. ORDINANCE 2021/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE BUDGET FOR THE DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022; PROVIDING FOR FUNDING THROUGH TAX INCREMENT FINANCING AS PROVIDED FOR IN PART III, CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

Suggested Action: Commission to vote on Ordinance

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Financial Services & Community Redevelopment Agency

Attachment: FY22 CRA Budget

PUBLIC HEARINGS – SECOND READING

6. **P.H. 2021-111: ORDINANCE 2021/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, REZONING APPROXIMATELY 11.95 GROSS ACRES LOCATED AT 500-730 NE 38TH COURT, 501-731 NE 38TH COURT, 500-750 NE 39TH STREET AND 3851 N. DIXIE HIGHWAY FROM ONE-FAMILY DETACHED DWELLING DISTRICT (RS-4c) AND INTENSE COMMERCIAL BUSINESS DISTRICT (B-3c) TO PLANNED DEVELOPMENT DISTRICT (PDD) (APPLICATION 19-R-188); PROVIDING FOR A MAXIMUM OF 155 DWELLING UNITS; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

Suggested Action: Commission to vote on Ordinance

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Planning & Development Services

Attachment: Tallman Pines Rezoning

7. **Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Development Agreement with the developer of the Tallman Pines Development located at 500-730 NE 38th Court, 501-731 NE 38th Court, 500-750 NE 39th Street and 3851 N. Dixie Highway and consisting of approximately 11.95 gross acres; authorizing execution of the Development Agreement; providing for an effective date.**

(Companion for Item #6)

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Planning & Development Services

Attachment: Tallman Pines Development Agreement

PUBLIC COMMENT

Persons addressing the Commission shall state his/her name and address and may speak for three (3) minutes unless

extended for one (1) additional minute by the Mayor. All remarks made by the public at a Commission meeting on an agenda item shall be addressed to the Commission as a body and limited to the subject matter before the Commission at that particular time. No comments shall be made related to the personal life or personal qualities of any person and no language which would offend persons of ordinary sensibilities shall be permitted. The public shall be given an opportunity to speak on any substantive agenda item, subject to the aforementioned restrictions, prior to a vote on the matter by the City Commission. The Commission shall determine the appropriate time, prior to the vote, for the public to speak. For consent agenda items, the public shall be given an opportunity to speak prior to the approval of the consent agenda. The Commission may, by majority vote, determine that public input on an agenda item be tabled to a future meeting so long as the vote on the agenda item take place at the future meeting and that the public input take place prior to the Commission making any decision.

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

- 8. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Memorandum of Understanding ("MOU") with the Broward Metropolitan Planning Organization for administration of the B Tactical Urbanism Program Pilot Project; authorizing the City Manager to execute the MOU; providing for implementation and an effective date.**

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Environmental Services

Attachment: B Tactical Urbanism Program

DEPARTMENTAL BUSINESS

- 9. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, adopting the City Commission Regular Meeting Schedule for FY 2021/2022; providing for an effective date.**

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Office of the City Manager

Attachment: FY22 Meeting Schedule

- 10. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, authorizing the City of Deerfield Beach to join with the State of Florida and other local governmental units as a participant in the Florida Memorandum of Understanding and formal agreements implementing a Unified Plan; authorizing the City Manager to execute the Memorandum of Understanding; directing the City Clerk to provide a copy of this resolution to the Florida League of Cities and the Florida Attorney General; providing for implementation, conflicts, severability, and an effective date.**

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Office of the City Attorney

Attachment: Florida Memorandum of Understanding

- 11. ORDINANCE 2021/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 98 "LAND DEVELOPMENT REGULATIONS," ARTICLE X "HISTORIC PRESERVATION" OF THE CITY LAND DEVELOPMENT CODE; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

Suggested Action: Commission to vote on Ordinance and set public hearing for October 5, 2021

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Planning & Development Services

Attachment: Historic Preservation

- 12. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, ratifying the Collective Bargaining Agreement between the City of Deerfield Beach and the Local 1010/District Council 78 of the International Union of Painters and Allied Trades, AFL-CIO in effect from October 1, 2021 through September 30, 2024; authorizing the City Manager to execute the Collective Bargaining Agreement; providing for implementation and an effective date.**

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Human Resources

Attachment: IUPAT Collective Bargaining Agreement

- 13. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, ratifying the Collective Bargaining Agreement between the City of Deerfield Beach and the Professional Managers and Supervisors Association in effect from October 1, 2021 through September 30, 2024; authorizing the City Manager to execute the Collective Bargaining Agreement; providing for implementation and an effective date.**

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Human Resources

Attachment: PMSA Collective Bargaining Agreement

COMMENTS BY ADMINISTRATION & LEGAL

CITY COMMISSION BUSINESS

- 14. ORDINANCE 2021/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING SECTION 50-80 OF THE CITY CODE RELATING TO THE SPORTS VOLUNTEER BACKGROUND SCREENING APPEALS PROCESS; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.**

Suggested Action: Commission to vote on Ordinance and set public hearing for October 5, 2021

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Vice Mayor Ben Preston

Attachment: Background Screening Appeals Process

COMMENTS BY MAYOR & CITY COMMISSION
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ADJOURNMENT

FUTURE CITY COMMISSION MEETINGS

Regular City Commission Meeting - Tuesday, October 5, 2021

Any person wishing to appeal any decision made by the City Commission with respect to any matter considered at such meetings or hearings will need a record of the proceedings, and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and the evidence upon which the appeal is made. The above notice is required by State Law (F.S. 286.0105). Anyone desiring a verbatim transcript shall have the responsibility, at his/her own expense, to arrange for the presence of a certified court reporter at the hearing.



Meeting Minutes City Commission

Tuesday, August 17, 2021

7:00 PM

Commission Chambers

CALL TO ORDER AND ROLL CALL

The meeting was called to order on the above date by Mayor Bill Ganz at 7:00 p.m., in the City Commission Chambers, City Hall, Deerfield Beach.

Present: 5 – Commissioner Todd Drosky
Commissioner Michael Hudak - via Zoom
Commissioner Bernie Parness
Vice Mayor Ben Preston - via Zoom
Mayor Bill Ganz

Also Present: 3 – City Manager David Santucci
City Attorney Anthony Soroka
City Clerk Samantha Gillyard

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

Thereafter was a moment of silence, followed by the Pledge of Allegiance.

APPROVAL OF CITY COMMISSION MINUTES

Budget Workshop Meeting Minutes - June 21 & June 22, 2021

MOTION was made by Commissioner Parness, seconded by Commissioner Drosky, to approve the minutes as submitted. Voice Vote:

Yeas: 5 - Commissioner Drosky, Commissioner Hudak, Commissioner Parness, Vice Mayor Preston and Mayor Ganz

Nays: 0

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Planning & Zoning Board Meeting Minutes - May 6 & June 3, 2021

MOTION was made by Commissioner Parness, seconded by Commissioner Drosky, to acknowledge the board minutes. Voice Vote:

Yeas: 5 - Commissioner Drosky, Commissioner Hudak, Commissioner Parness, Vice Mayor Preston and Mayor Ganz

Nays: 0

APPROVAL OF CITY COMMISSION AGENDA

August 17, 2021

MOTION was made by Commissioner Parness, seconded by Commissioner Drosky, to approve the agenda as amended. Voice Vote:

Yeas: 5 - Commissioner Drosky, Commissioner Hudak, Commissioner Parness, Vice Mayor Preston and Mayor Ganz

Nays: 0

AWARDS & RECOGNITION**1. Certificate of Recognition presented to BSO Captain Rodney Brimlow on his retirement from the Broward Sheriff's Office after 26 years of service to Broward County.**

Mayor Ganz recognized Captain Rodney Brimlow who has been with the Broward Sheriff's Office (BSO) for 26 years, and has served the Deerfield Beach community on behalf of BSO since June 2017, the last 3 years as Captain. Since joining our City, Captain Brimlow has become an integral part of the DFB family and has been committed to establishing a relationship with the community based on respect and kindness. Additionally, he and his team have worked closely with the City in organizing bi-weekly food giveaways in the height of the pandemic, educated the faith community on crime trends and prevention at the Mayor's Quarterly Faith Breakfasts, and implemented the Operational and Tactical Intelligence Center (OTIC) for the City of Deerfield Beach, a model that the County has replicated in other jurisdictions.

Additionally, Mayor Ganz said Captain Brimlow's contributions go well beyond that of a law enforcement professional. As both an Executive Officer and District Captain, he has been a beacon for dignity, respect, and inclusiveness for this community. The City of Deerfield Beach and so many of its citizens will dearly miss Captain Brimlow but the City is better because of him and we are grateful for his service. Lastly, Mayor Ganz said the City cannot thank him enough for his contributions and he has been happy to have him as the City's chief; whereas, he will be dearly missed.

Captain Brimlow said within his 26-year career, he has had incredible assignments and could not be happier than having Deerfield Beach as part and ending his career. He commented on all the partners throughout the City that have provided an opportunity for good work which was made possible by his staff, City staff and the community organizations. Captain Brimlow said he is grateful for the transformation he has experienced over the years. In closing, he expressed his deepest gratitude.

Mayor Ganz acknowledged County Commissioner Lamar Fisher who was present.

PUBLIC HEARINGS - FIRST READING**2. P.H. 2021-101: ORDINANCE 2021/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, REZONING APPROXIMATELY 11.95 GROSS ACRES LOCATED AT 500-730 NE 38TH COURT, 501-731 NE 38TH COURT, 500-750 NE 39TH STREET AND 3851 N. DIXIE HIGHWAY FROM ONE-FAMILY DETACHED DWELLING DISTRICT (RS-4c) AND INTENSE COMMERCIAL BUSINESS DISTRICT (B-3c) TO PLANNED DEVELOPMENT DISTRICT (PDD) (APPLICATION 19-R-188); PROVIDING FOR A MAXIMUM OF 155 DWELLING UNITS; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

The Ordinance was read by title only.

PUBLIC HEARINGS - FIRST READING - CONTINUED

Keith Poliakoff, representing the Broward County Housing Authority and Housing Trust Group, advised that a presentation will be given on the proposed rezoning. Before the presentation, he advised that Broward County Commissioner Nan Rich would like to speak on the item.

Commissioner Rich, present via Zoom, commented on the importance of affordable housing as it has been her top priority throughout her time in the State Legislature. Affordable housing is the most critical issue facing Broward County and there cannot be stability for families unless there is access to safe, affordable housing. When she heard about this project, she wanted to show her support as it is needed, not only in Deerfield Beach, but across the County. Thereafter, she commented on a 2018 FIU Metropolitan Center needs assessment study; whereas, there was a needs deficiency in each city. Nevertheless, in Deerfield Beach, the deficiency was over 4,000 units for extra low, very low- and low-income affordable housing.

Continuing, Commissioner Rich said over the years, she has noticed that there is no true distinction with affordable housing from other developments; the difference is the type of subsidy that makes the property affordable. Further, there is a growing affordability gap and right now, Broward County is considered one of the most cost burdened metropolitan centers in the United States. The assessment showed that 760,000 households in the County are cost burdened, meaning they spend more than 30% of income on housing. It is estimated that there are 147,000 renter households that are cost burdened and about 77,000 that are severely cost burdened and spend over 50% of income on housing. Rent prices are increasing faster than wages; increased demand for rental housing results in very low vacancy rates and there is a tremendous lack of affordable housing production. Commissioner Rich continued to provide statistics showing the need for affordable housing; whereas, the median cost to purchase a home in 2018 was \$360,000 and now, it's \$494,000. She said more multi-unit affordable homes are necessary which this project accomplishes.

Furthermore, Commissioner Rich said Broward County is one of the lowest rent counties in Florida for housing affordability and is the only county in the state with less than 25 housing units for each 100 families earning 60% of the area median income and is over 50% of the population. She advised that rent outpaces many wages for occupations in the County; thereafter, she provided various professions that need affordable housing. Lastly, Commissioner Rich said the County Commission is committed to adding 100% of the sunset CRA dollars toward the affordable housing trust fund for fiscal year 2022, approximately \$8 million. In closing, Commissioner Rich said the County also plans to use American Rescue Act funding for shovel ready projects in Broward County, between \$35 and \$40 million worth of projects.

Mr. Poliakoff waived quasi-judicial proceedings; thereafter, he introduced various associates affiliated with the project and referenced the PowerPoint presentation.

Housing Trust Group (HTG)/Broward County Housing Authority (BCHA) - Mr. Poliakoff said HTG has over 8,000 units of affordable housing throughout the State and 48 multifamily developments. He explained that it is difficult to tell the difference between a market rate and affordable development, aesthetically, but the only difference is the use of tax credit financing. This is a financing system through the State to help subsidize and pay for the development. Doing so, the developer agrees to put a deed restriction on the property to keep it affordable for a minimum of 50 years. In this case, the property is a HUD property therefore, it is deed restricted for life as affordable. BCHA has been around for over 50 years and their main charge is to provide as much affordable housing in Broward as possible.

General Location - Mr. Poliakoff outlined the location, north of Sample Road, fronting Dixie Highway.

History of the Site - Mr. Poliakoff said this site was once Schooler Humphries Villas. It was a dilapidated development owned by the US Department of Housing; monies were not being spent on updates or managements. It had to be demolished; whereby, the Housing Authority did so and took it over with the agreement that it would be built for affordable housing. The structures were demolished in 2006 then the housing crisis was shortly thereafter, creating a financial hardship for new construction, which is why the property has been vacant for so long. He advised that there have been a number of iterations of what could have been built there, but no plans were finalized with the City until HTG produced this project.

PUBLIC HEARINGS - FIRST READING - CONTINUED

Land Use Background - Mr. Poliakoff advised that the proposed ordinance focuses on the rezoning, not the site plan or architectural design, as both will come forward later. The City Commission previously approved the PDD category a number of years ago with properties such as this in mind. The property has mixed zoning category, residential in the rear and commercial in the front which does not create continuity in development. Once the zoning was approved, the development was noticed at a public meeting and the City Commission unanimously agreed to flex units to enable the proper density for development. He continued to outline steps taken by the City Commission which moved the project along; city approved loan for \$640,000 for affordable housing. As a direct result of the City's actions, the site was funded over \$20 million for Florida Housing which enables development of the first phase.

PDD Purpose & Intent - Mr. Poliakoff said the site is 9.05 acres and is separated by several right of ways; the goal is to use the PDD to develop two phases of the development. Phase 1 will be senior side, a 55+ community along Dixie and Phase 2 will be the multi-family side behind it, one-story residential.

Main PDD Goals for the Neighborhood - Mr. Poliakoff said the main goals are to provide privacy along the north and south edges, minimal visibility of parking areas, ensure single family compatibility for the villas, maximize green space and most importantly maintain the Pioneer Grove design standards.

Design Iterations - Mr. Poliakoff reiterated that there have been various iterations, at least 5, in the last five years and have been reviewed by the City. HTG was the first to agree with exactly what the City desired, low rise villas with density along Dixie. He described other iterations that did not work for the community and staff decided against those.

PDD Site Plan - Mr. Poliakoff displayed the original site plan design; whereby, there was an 8-story senior site located along Dixie and behind it was a low-rise one-story site located adjacent to the single-family community. This plan has changed over time and the senior side had 75 units and multi-family had 80.

PDD Statement of Need - Mr. Poliakoff said phase 1, senior site, has already received funding by the State; whereby, construction can begin immediately. Phase 2 was not yet funded by the State, but seeking an application this cycle to receive funding also. The residential units will increase the City's tax base and housing opportunities and enable people of various income levels and age groups to live in the area.

P&Z Meeting Summary - Mr. Poliakoff said on May 6, 2021, the Planning & Zoning Board denied the application and urged the applicant to go back to the community to assure any issues had been addressed. The bulk of the community's concerns were the unknown, who would live in the development and how would it look. He said it took several meetings with the community to get around those issues. He commented on the contentious outlook at the first meeting, whereby, someone was passing around a petition opposing the project before they had a chance to present. Furthermore, Mr. Poliakoff said there were 3 additional community meetings to discuss the development.

P&Z Follow Through - Mr. Poliakoff said meetings were held on June 9th, July 12th and August 2nd; all were noticed by mail and given to special interest groups. Although there were still issues regarding who would live in the community that qualify for affordable housing, the background checks, application requirements, zero tolerance policy, and onsite management were discussed. These measures were discussed to give assurance that the development would not become a Schooler Humphries Villas. Furthermore, although site plan issues were discussed with the community, Mr. Poliakoff said the applicant agrees to the conditions of the rezoning, which include: building height not exceeding 65 feet even though the permitted zoning height is 75 feet; tiered building height from 44/45 feet to 65 feet with the lower section being within the community; walls on the southern and northern ends will be installed with lush vegetation. Additionally, when the property was surveyed, they found that the single-family homes along the southern property line, had fences built 10-feet inside BCHA property. So, instead of removing those fences, the Housing Authority said they will grant an easement to allow the owners to keep their back yards. He said a wall will be built adjacent and the current owners will keep their backyards as is.

Considerations Towards Neighbors - Mr. Poliakoff reiterated the stipulation regarding the 6-foot privacy wall with vegetation along the northern and southern border. The wall will go along the back of the wall and fences that already exist.

PUBLIC HEARINGS - FIRST READING - CONTINUED

Additional Design Considerations Pioneer Grove - Mr. Poliakoff outlined the standards met for the senior building: podium parking with high-quality architectural screening; bioswales and pocket parks; Edison lighting and dark metal trims. He reiterated that this is not a site plan application and the consideration is only on the rezoning.

Environmental & Urban Elements - Mr. Poliakoff advised that this is just a representation of what exists today; whereby, when improvements are made, the entire area will look different.

Rents, Income & Management - Mr. Poliakoff outlined the income levels to live in an affordable development and the professions that qualify for affordable housing, i.e. entry level teachers, law enforcement, medical & service industry salaries.

Supporting Local Employment - Mr. Poliakoff said during the community meetings, it was asked why the single-story residences could not be restricted to seniors. He explained that the parcels are less than a quarter of a mile away from the Broward Health systems hospitals and currently have over 900 jobs available for residents in the City; whereby, the positions ranged from medical assistant (\$15/hour) to registered nurse (\$30/hour) and all qualify to live in affordable housing. As such, they have agreed with Broward Health to have a housing fair with the hospital, so when Phase 2 is developed, it will be available and be marketed first to Broward Health and try to attract new employees to the hospital so they can live in this community.

Architectural Design - Mr. Poliakoff provided renderings of the varying structures to be developed; single-family dwelling, clubhouse/tot lot, dog park, and landscaped wall. He said the community will have a full clubhouse, with fitness center, computer room, and activities. The final slide showed the 55+ senior facility across from the single-family dwellings. In closing, Mr. Poliakoff said he understands and respects the community's fears, but this is different from Schooler Humphries Villas as it is not a Section 8 housing development, but an affordable housing community which looks and feels like a market rate housing community. Everyone is vetted as there are both financial and criminal background checks on every applicant; audits are performed yearly to ensure compliance.

Commissioner Hudak said he has been working on this project for over 2 years and this is the best iteration he has seen. He has also worked with the community to explain the difference in what was demolished and the new vision. Commissioner Hudak said he fully supports the project and thanked Commissioner Rich for her input and support.

Vice Mayor Preston asked if additional security measures will be implemented to ensure protection to the existing community as there are questions as to what type people will be moving in.

Mr. Poliakoff replied that there is onsite management for the senior side and multi-family; someone will be there throughout business hours to ensure the site is managed. There are cameras surrounding the entire community, access doors and lights to the homes, walls will be installed to buffer the development from the surrounding community. He reiterated that there will be extensive background checks which is completely different than a Section 8 voucher.

Commissioner Hudak reiterated that this is not Section 8 housing and the people who will live there are working people and cannot afford a \$460,000 home, but are making \$20 to \$30 per hour. The salaries are verified, criminal history is verified. He advised that this property gives hardworking people an opportunity to live in a great home in the City.

Mayor Ganz opened the public hearing.

Cabrini [inaudible], 571 NE 38th Street, Deerfield Beach, spoke in opposition to the project as she does not believe the renters will care for their property or show concern for the community. She continued to pose additional problems that could occur as they occurred with another area within the community.

PUBLIC HEARINGS - FIRST READING - CONTINUED

Mr. Poliakoff replied that the property is deed restricted by HUD as an affordable community; thus, it is a rental community and rates are set by the State based on the median income level. He reiterated that there are two phases to the site, the senior site, 55+, will be developed first. He also reiterated the rigorous guidelines that will be followed for both developments.

Janorise Carter-Grant, 590 NE 38th Street, Deerfield Beach, said she has been living in her home for 12 years and purchased it under the assumption that single family homes would be built in the area. She said she is opposed to the project as single-family homes are needed and recommended that the City help families purchase homes instead of renting. She also commented on how congested the traffic is on Dixie Highway. Lastly, Ms. Carter-Grant commented on the seniors being subjected to possible crime.

Mr. Poliakoff explained why seniors may want to live in this type facility, i.e. retired and no longer desire maintaining a home. He also said this project is a special district of the State, BCHA, which is a not-for-profit entity and will not get rent on the rents. Lastly, he said HTG and BCHA all support first-time buyers and do what they can to assure residents are getting life skills and training to eventually purchase a home. Moreover, the property is deed-restricted through HUD; BCHA has a charge to maximize the development of the site which is why it has always been geared to multi-family.

Elizabeth Mitchell, 570 NE 38th Street, Deerfield Beach, outlined how she found out about the project and her experience after attending each community meeting. Thereafter, Ms. Mitchell said she researched the impact affordable housing has on property values; whereby, the overwhelming consensus is that affordable housing revitalizes and increases value significantly in neighborhoods with abandoned or dilapidated buildings or houses. Research also shows that affordable housing does negatively impact the neighborhood and property value where there is a larger, more concentrated development than a small project. She continued explaining why the project will diminish the property value.

Larry Alan Westphal, 601 NE 38th Street, Deerfield Beach, spoke in opposition to the project as traffic is already overwhelming and adding more families to the area will not make it better. He said there will be a backlog of traffic and this project will create a ghetto in the future as there will not be a way out of the community.

Lykeisha Sweeting Scott, 581 NE 38th Street, Deerfield Beach, said the community has met with the developers at least 3 times and asked that the people who do not live there, make the decision. She objected to having a high-rise in her backyard; therefore, the developers were asked that single-family, for sale, homes be built there, but was told no. The developer also objected to making all the properties for seniors and reducing the height of the high-rise. No compromises were offered and asked that the Commission do what is best for the residents. Lastly, she said when the current affordable housing project was built, the police lived in the area; so, she does not want it in her backyard.

Omar Buddington, 561 NE 38th Street, Deerfield Beach, spoke in opposition to the high-rise apartments.

Vesta Kinsey, 501 NE 38th Street, Deerfield Beach, asked if background checks will be done for the children because she has experiences with children being in trouble with the law.

Mayor Ganz closed the public hearing.

Commissioner Parness said many people lived in an apartment before they could afford a home and sees the need for affordable housing. He expounded on people needing affordable housing in a decent community. Commissioner Parness also commented on a development built near a senior community, whereby, the values have greatly increased. Commissioner Parness said he supports the project because it gives people a chance to grow, a decent place to live, and a possibility of obtaining employment through Broward Health. Commissioner Parness said the property is owned by HUD; therefore, it will never be private homes. Lastly, Commissioner Parness advised that he received a campaign contribution from the Becker & Poliakoff Law Firm.

PUBLIC HEARINGS - FIRST READING - CONTINUED

Commissioner Drosky thanked the public for their input and encouraged them to stay with the process as the site plan/design is not being considered tonight, only the rezoning. He said the building height, traffic and the look are not being approved tonight but will come back at a later date. He asked that more information from the public be provided so he can address other issues before the next meeting.

Vice Mayor Preston commended the community for coming out as well and agreed with their concerns regarding a deterioration of the community as many have put a lot of work into their homes; notwithstanding, he listed the safeguards being put into place to protect the residents. He explained that the stability of a community is created through single-family homes and if these were, it would be better; however, it could have been a really low-income single-family community, which would have created the same environment the residents want to avoid. Vice Mayor Preston encouraged the residents to reach out to Commissioner Hudak so he could address their concerns.

Commissioner Hudak said he attended the last two community meetings and heard the concerns and challenges. He thanked them for attending the City Commission meeting and said he is their voice and wants to do what is best for the entire community. The land has been vacant since 2006 and because it is federally owned land, designated as low-income, he is trying to find the best solution for the property, one that does not mirror the former dwellings. He reminded the public of Commissioner Drosky's comments to stay engaged as this is a long process; notwithstanding, he wants to work with the community and developer in an effort to maintain and enhance the community. Commissioner Hudak said he is trying to take advantage of a \$20 million grant to start developing the area. Lastly, he said there is nothing that can stop HUD from building Section 8 housing as it is their land and the proposed project is the best way to protect the neighborhood.

Mayor Ganz said how the property is set up cannot be changed and although the public may be discouraged by what they've heard tonight, this is a long process and they need to stay involved. He said during the meeting, he searched the home costs in the area; wherein, a home was purchased in 2011 for \$120,000 which is affordable, and is now listed for \$315,000. Single-family homes are not safe guards and could create the same problems the community has voiced. Mayor Ganz continued to stress how the housing market has increased and how homes are no longer affordable like years ago. Thereafter, he commented on various issues posed by the public. In closing, Mayor Ganz spoke in support of the proposed ordinance.

Anthony Soroka, City Attorney, asked if the motion included the stipulations agreed to by the applicant: 65-foot maximum height on apartment building; privacy walls and easements for adjacent property owners for fencing encroaching.

MOTION was made by Commissioner Hudak, seconded by Commissioner Parness, to approve Item 2 on first reading. Roll Call:

Yeas: 5 - Commissioner Drosky, Commissioner Hudak, Commissioner Parness, Vice Mayor Preston and Mayor Ganz

Nays: 0

PUBLIC HEARING - SECOND READING

- 3. P.H. 2021-097: ORDINANCE 2021/017 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 66 "TRAFFIC AND VEHICLES" OF THE CITY CODE OF ORDINANCES AT ARTICLE II "STOPPING, STANDING, PARKING" AND ARTICLE III "TOWING OF UNAUTHORIZED VEHICLES FROM PRIVATE PROPERTY" TO PROVIDE CONSISTENCY WITH STATE LAW; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.**

The Ordinance was read by title only.

PUBLIC HEARING - SECOND READING - CONTINUED

Mayor Ganz opened the public hearing.

Brian Meo, 1235 SW 46th Terrace, Deerfield Beach, spoke in opposition to the proposed ordinance. Thereafter, he explained that the ordinance will not increase to as many businesses as outlined by staff and two of the businesses outside the current five are listed as residential locations. Further, there is no monetary benefit for the City or County, although he understands the City is trying to give more options and increase business. Lastly, he asked that the residents not be punished by increasing the limit to 10 miles and commented on the Waterways residents being victimized.

Mayor Ganz closed the public hearing. Thereafter, he spoke in opposition to the 10-mile radius and explained the limitations that rural cities face with finding a tow facility; however, Deerfield Beach is not rural. Mayor Ganz continued to express why the 10-mile radius is a mistake for the residents, especially with the traffic and asked that the ordinance be amended to a 5-mile radius.

Commissioner Drosky spoke in support of a 10-mile radius as it is from the point of the tow; in the middle of the City, the options are then limited. The 10-mile radius increases competition, but 5 miles narrows competition.

In response to Commissioner Hudak's response, Eric Power, Director of Planning & Development Services, displayed the radii outline concerning the location of tow facilities. He explained that the properties were not vetted to determine if they would be willing to be part of the program, but only shows the location within a five or ten-mile radius. Further, the map does not show particular locations related to property owners, associations and does not show all available locations. As Commissioner Drosky mentioned, properties to the south may not be available to properties in the north and vice versa.

Mayor Ganz reopened the public hearing.

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, commented on an experience she had with towing and how people will likely be on foot when their car is towed; therefore, five miles is enough.

A chat message was sent by Jen; no last name or address provided. Part of the chat was read by the City Clerk and outlined objections to the 10-mile radius.

Mayor Ganz closed the public hearing.

MOTION was made by Commissioner Parness, seconded by Vice Mayor Preston, to approve Item 3 as amended, reduce 10-mile to 5-mile radius, adopted Ordinance 2021/017. Voice Vote:

Yeas: 4 - Commissioner Hudak, Commissioner Parness, Vice Mayor Preston, and Mayor Ganz

Nays: 1 - Commissioner Drosky

Commissioner Drosky left the dais temporarily at 8:54 p.m. and returned at 8:56 p.m.

PUBLIC COMMENT

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, reminded everyone that school starts tomorrow and cautioned against speeding in school zones. Also, there is an estate sale at the Butler House this weekend, Saturday and Sunday. Lastly, Ms. Freitag encouraged people to check out the Historical Society on Facebook and reminded everyone of National Senior Day on August 21st.

Amie Kay Tanner, 111 SE 5th Avenue, Deerfield Beach, said she is honored to serve on the Historic Preservation Board and asked when meetings would start as the board has been formed for about a year. She provided historic information on the home located at 560 E. Hillsboro Boulevard, known as Adam Jones' house, which was built in 1947 and her experiences living in the City as a child. Ms. Tanner said there is a sign where she previously lived and the land is for sale; however, to make it prime development, the home

PUBLIC COMMENT - CONTINUED

must be demolished. Ms. Tanner said the home can be torn down, but the visual of the history must be preserved; whereby, the Historic Preservation Board must meet.

Gwyndolen Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, asked if the Commissioners has received the budget proposal since August 10th; if so, she requested a copy.

Mayor Ganz replied yes.

Continuing, Ms. Clarke-Reed commented on an analogy Mayor Ganz made at the last meeting and asked that he be a little more considerate.

CONSENT - BOARD APPOINTMENTS

4. **Resolution 2021/122 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, confirming the election results for a member to the Board of Trustees of the Municipal Police Officer's Pension Retirement Trust Fund; providing an effective date.**

The Resolution was read by title only.

Mayor Ganz opened the public hearing; however, there were none to speak and the public hearing was closed.

There was no discussion amongst the Commission.

MOTION was made by Commissioner Parness, seconded by Commissioner Hudak, to approve Item 4, adopted Resolution 2021/122. Voice Vote:

Yeas: 5 - Commissioner Drosky, Commissioner Hudak, Commissioner Parness, Vice Mayor Preston and Mayor Ganz

Nays: 0

5. **Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Angeline Isen as a regular member to the Deerfield Beach Education Advisory Board to fulfill an unexpired term; and providing for an effective date.**

Item 5 was removed under approval of the agenda.

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

6. **Resolution 2021/123 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, accepting the 2021 AARP Community Challenge Grant in the amount of \$20,000.00 for the NE 3rd Avenue Tactical Urbanism Project; ratifying execution of the Grant Agreement with the AARP; providing for an effective date.**
7. **Resolution 2021/124 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the grant of a 10' X 10' utility easement on the northwest corner of 330 N. Ocean Dr. to FPL; approving the grant of a 6' X 85' utility easement along the southern property line of 330 N. Ocean Dr. to FPL; authorizing execution of the two easements for the S-Curve Utility Undergrounding and Streetscape Project; providing for implementation, conflicts, and an effective date.**

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS - CONTINUED

8. **Resolution 2021/125 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an Interlocal Agreement with Broward County for the Surtax-Funded Municipal Transportation Project: Pioneer Grove Infrastructure Improvements and Complete Streets Deer-005 and 006; providing for execution and an effective date.**
9. **Resolution 2021/126 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an Interlocal Agreement with Broward County for the FAU Research Blvd (SW 11th Way) Roadway Improvements/Deer-007 Surtax-Funded Municipal Transportation Project; providing for execution and an effective date.**

Mayor Ganz opened the public hearing; however, there were none to speak and the public hearing was closed.

There was no discussion amongst the Commission.

MOTION was made by Commissioner Parness, seconded by Commissioner Hudak, to approve Items 6-9, in concert. Roll Call:

Yeas: 5 - Commissioner Drosky, Commissioner Hudak, Commissioner Parness, Vice Mayor Preston and Mayor Ganz

Nays: 0

DEPARTMENTAL BUSINESS

10. **Resolution 2021/127 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, adopting the Revised Comprehensive Beach Management Plan; authorizing the filing of the Local Government Funding Request for Fiscal Year 2022/2023 with the Florida Department of Environmental Protection for projects to mitigate beach erosion in Deerfield Beach; supporting projects for which funding is requested; confirming the City's ability to serve as a local sponsor; confirming the City's ability to fund the appropriate local share of projects; identifying the City's funding source; providing an effective date.**

The Resolution was read by title only.

Patrick Bardes, Coastal & Waterways Coordinator, provided a brief presentation regarding the comprehensive beach management plan and recommendations.

Outline - Mr. Bardes outlined the topics to be discussed during the presentation; background, purpose, funding mechanisms, and others.

Background - Mr. Bardes said the comprehensive beach management plan was initially a recommendation by the Marine Advisory Board. Since then, two coastal workshops were conducted which included the introduction of the new Coastal & Waterway Division, creation of a mission statement and approval by City Commission to proceed with the plan. The plan also aligns with the Coastal Management Element of the overall Comprehensive Plan which is being updated. The plan was also revised to include the recent settlement with the Town of Hillsboro Beach.

Purpose - Mr. Bardes said the mission statement is to protect, conserve and enhance the City's coastal assets. Thereafter, he listed various functions performed: evaluate needs to properly manage the beach, quantify a baseline for best management practices and others.

DEPARTMENTAL BUSINESS - CONTINUED

Project History – Mr. Bardes provided a timeline of the project which started in the 1950s with the installation of a seawall north of the pier and timber groins to the south. In 2011 and 2015, there were joint beach nourishment projects with the Town of Hillsboro Beach, making the beach an engineered beach.

Coastal Setting - Mr. Bardes said for the purposes of the plan, the beach has been set into three sectors. The north sector is a very stable and wide beach; it is supplemented by the City of Boca Raton's beach nourishment program and inlet sand bypassing. The central sector is the transition between the north and south and includes most of the City's public infrastructures, i.e. pier facilities, lifeguard towers, bathrooms, and others. This sector is in the process of being designated as critically eroded. The south sector is already critically eroded and is the location of the exposed rock groins, vegetated duns, boardwalk, and other structures/features.

Coastal Setting: Threats & Challenges - Mr. Bardes outlined the threats and challenges to the beach: climate change and sea level rise; major storm events, erosion and others. Due to erosion, the central and southern portion of the beach loses about 13,000 and 14,000 cubic yards of sand yearly. Taking no action will increase vulnerability and severity of impacts.

Stakeholder Engagement – Mr. Bardes outlined various ways the public was engaged: beachgoer interviews in the spring and fall 2019 and online survey with 288 responses; whereby, 83% were residents who use the beach regularly. The top three responses (86%) of what they enjoy include public access, convenience, and the grassy berm. The top three challenges: parking availability, too many people and lack of transportation options. Continuing, Mr. Bardes outlined the public's needs regarding protect, conserve and enhance.

Economic Benefits - Mr. Bardes said the beach is the City's number one asset and has over 2.7 million visitors annually. The average beach visitor spends about \$14.36 daily which equates to \$38.9 million annually. Mr. Bardes said the City contributes approximately \$1.16 million to the County Tourist Development Tax; whereby, since 2011, the City has contributed almost \$20 million. Parking meter revenue: FY 20, approximately \$2 million; FY 21 projected at almost \$3 million.

Funding Mechanisms - Mr. Bardes said in order to fund the beach, it is important to establish a defined coast funding source and leverage those funds to pursue other available federal, state and local dollars. Others included: an annual application to FDEP Local Government Funding Requests to meet program needs; request reimbursement for projects from Broward County; seek post storm recovery from FEMA; pursue fair share of contributed tourist development tax monies; and others. Furthermore, he said JM Family is a great partner to the City and has conducted a number of beach cleanups, dune restoration projects and is the title sponsor to the Deerfield Beach program. Mr. Bardes said staff is pursuing the Guy Harvey Ocean Foundation to expand the CRA facilities. Lastly, Loggerhead Marineline Center has partnered with the City for the last five years and serves as the sponsor for International Coastal Cleanups.

Summary - Mr. Bardes outlined the steps that will be taken to protect and conserve: collect data via bi-annual surveys to monitor and track beach conditions; restore the native dune vegetation with dune systems to minimize blowing sand and loss; continue support of county efforts to monitor sea turtle nesting activity; implement new revised sea turtle lighting ordinance; and others. He said the new ordinance will be presented to the Planning & Zoning Board next month. Moreover, he outlined ways to enhance the coastal area: conducting a vessel exclusion zone buoy maintenance this year and contracts should be signed by September 1st; conduct dry beach dune restoration project utilizing sand of opportunity at Central City Campus in fiscal year 2022; pursue permits for regional beach nourishment project with the Town of Hillsboro Beach which is targeted for fiscal year 2023; as well as others. Although staff had anticipated the Hillsboro Beach project next year, the Army Corp of Engineers stated that the permitting process had to restart which may take up to a year.

Mayor Ganz said a few years ago, there was a workshop regarding vegetation on the beach to prevent erosion; whereas, a sample study was to be done. He asked for the results.

DEPARTMENTAL BUSINESS - CONTINUED

Mr. Bardes replied that a pilot location was done in front of the wedding deck, but Hurricane Dorian came along and ripped them all out. The proximity of the ocean from the wedding deck is much different than other areas.

Commissioner Parness said he lived on the beach during World War II and recalls the groins going out every 100 yards and never saw the beach renourished as it broke up the waves coming in; notwithstanding, high tide did not wash the tide out. He also outlined other measures taken to reduce the erosion and suggested looking into groins being placed on the beach every 500 yards, about 100 yards into the ocean.

Mr. Bardes said permitting agencies limit how far out groins go due to other offshore resources like natural reefs and hard bottoms; however, the cost and effectiveness of extending the current groin system can be evaluated.

Commissioner Drosky commented on the return on investment and how the City has not received anything back from the County, although, approximately \$20 million has been contributed to the County Tourist Development Tax. He asked if there is anything that can be done to recoup money from the County.

Mr. Bardes replied that after the City moves forward with the Town of Hillsboro Beach, permitting and construction on conducting a beach nourishment, staff will be requesting partial reimbursement which is about 12%.

Mayor Ganz opened the public hearing.

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, said placing groins too far into the water will wreck the surf. Also, she agreed with Commissioner Drosky that \$20 million has been contributed to the County since 2011 and suggested getting money from the County to help make our beach better. Ms. Freitag asked that there not be any more special assessments or tax. Moreover, she said there will always be issues with parking, but recommended better bike lanes to make it to the beach and possibly shuttle service.

Amie Kay Tanner, 111 SE 5th Avenue, Deerfield Beach, provided a historic perspective of how the beach was in the 1940s, 50s and 60s. She explained steps taken to reduce erosion during that era.

Mayor Ganz closed the public hearing.

MOTION was made by Commissioner Hudak, seconded by Commissioner Parness, to approve Item 10, adopted Resolution 2021/127. Voice Vote:

Yeas: 5 - Commissioner Drosky, Commissioner Hudak, Commissioner Parness, Vice Mayor Preston and Mayor Ganz

Nays: 0

11. Resolution 2021/128 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, accepting the Quit Claim Deeds from Habitat for Humanity of Broward, Inc. for the lots located at 166 SE 2nd Court and 163 SE 2nd Court; approving Quit Claim Deeds to Habitat for Humanity of Broward, Inc. for the lots located at 2 NE 4th Court, 40 NE 40th Court, 436 N. Deerfield Avenue, and 20 NE 4th Court; providing for conflicts and an effective date.

The Resolution was read by title only.

David Santucci, City Manager, advised that the two lots being given back to the City by Habitat have been deemed undevelopable and they will be given the other four properties included in the backup. The four lots are very small and will be assembled into two lots for the purpose of developing affordable housing.

DEPARTMENTAL BUSINESS - CONTINUED

Mayor Ganz opened the public hearing; however, there were none to speak and the public hearing was closed.

Commissioner Hudak said when the Tallman Pines area was being investigated two years ago, the City tried to get Habitat to build single-family homes. Since it is not private property, that was not an option. He said he is disappointed that the properties in District 1 could not be developed, but is happy that there is an opportunity to have them in the City. Lastly, Commissioner Hudak said he fully supports the item.

MOTION was made by Vice Mayor Preston, seconded by Commissioner Parness, to approve Item 11, adopted Resolution 2021/128. Roll Call:

Yeas: 5 - Commissioner Drosky, Commissioner Hudak, Commissioner Parness, Vice Mayor Preston and Mayor Ganz

Nays: 0

COMMENTS BY ADMINISTRATION & LEGAL

CITY ATTORNEY - No Report.

CITY MANAGER - No Report.

CITY COMMISSION BUSINESS

12. Resolution 2021/129 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving free sightseeing admission to the International Fishing Pier for active first responders; authorizing amendment to the appropriate fee schedule to the extent required; providing for conflicts and an effective date.

The Resolution was read by title only.

Vice Mayor Preston urged the commission to support this as they provide a great service and commitment to the residents, especially with the pandemic. Thereafter, he commented on those who have been diagnosed and injured during work.

Commissioner Hudak asked how first responders will be defined.

Mayor Ganz said it is included in the agenda backup.

David Santucci, City Manager, advised that the potential cost is negligible with veterans and active first responders, classified as fire, EMS, or police and is approximately \$1,000 for pier sightseeing admission.

Mayor Ganz opened the public hearing.

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, spoke in support of the resolution and recommended the same for teachers especially during Teachers' Week.

Mayor Ganz closed the public hearing.

MOTION was made by Commissioner Hudak, seconded by Vice Mayor Preston, to approve Item 12, adopted Resolution 2021/129. Roll Call:

Yeas: 5 - Commissioner Drosky, Commissioner Hudak, Commissioner Parness, Vice Mayor Preston and Mayor Ganz

Nays: 0

COMMENTS BY MAYOR & CITY COMMISSION**COMMISSIONER HUDAK****DISTRICT 1**

First Day of School - Commissioner Hudak advised that the first day of school for Broward County starts tomorrow, August 18th. He asked everyone to be careful while driving.

Florida League of Cities Annual Conference - Commissioner Hudak said he was in Orlando the last 4 days at the conference. It was very educational as various topics were discussed. One bill that was passed was for home-based businesses which will be very challenging for the City. Commissioner Hudak said he has asked the City Attorney to investigate ways to protect the City.

VICE MAYOR PRESTON**DISTRICT 2**

Backpack Giveaway - Vice Mayor Preston said the event was tremendously successful and will be renamed after Deputy Harold Morrison. His daughter was involved in giving away the backpacks and wanted him to relay to the Commission the generosity and respect shown to her father.

Pier Admission - Vice Mayor Preston thanked the Commission for their support.

Upcoming Events - Vice Mayor Preston said there will be a District 2 meeting at the Hillsboro Community Center on August 31st at 7:00 p.m. Also, another backpack giveaway is scheduled for this Saturday at 10:00 a.m. at the Oveta McKeithen Complex; it will be sponsored by Senator Gary Farmer.

Appeals Board - Vice Mayor Preston asked that the Commission consider reinstating the appeals board. There was an appeals board in place that worked; furthermore, reinstating the board would be a cost savings to the City, the safety of the kids was not compromised and it gives the community a chance to be involved. The committee was comprised of the City Manager, or designee, police officer, and residential volunteer. He reiterated his request to reinstate the board and if it does not work, he is open to stopping it. The people that represented the committee, i.e. Flora Philpart, Bernard Adams, were people of integrity and asked that it be considered for a topic at a later date.

COMMISSIONER PARNESS**DISTRICT 3**

COVID Cases - Commissioner Parness said he supports Broward County teachers and their efforts to keep kids safe. He said he once received reports from the State every day and the last report he received was several months ago, which showed the City having 7,000 cases. Since then, reports are no longer being sent. Commissioner Parness commented on the importance of wearing masks to keep the children safe. He further advised that 3 Broward County teachers and 1 teacher's aide passed away last week from COVID; whereas, Tallahassee needs to allow the cities to protect their constituents properly.

COMMISSIONER DROSKY**DISTRICT 4**

Appeals Board - Commissioner Drosky suggested having an agenda item with backup material to discuss the appeals board.

MAYOR BILL GANZ

None.

ADJOURNMENT

There being no additional business, the meeting adjourned at 9:45 p.m.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

Samantha Gillyard, CMC, City Clerk

**PLANNING AND ZONING BOARD
CITY OF DEERFIELD BEACH, FLORIDA
August 5, 2021
MEETING MINUTES**

A regular meeting of the Planning and Zoning Board of the City of Deerfield Beach, a municipal corporation of Florida, was called to order on the above date at 7:00 p.m. in the City Commission Chambers by Thomas Plaut, Chair.

ROLL CALL

Present: Thomas Plaut, Chair
Brian Bennett, Vice Chair
Michelle Balaun
Bridget Beckford
Kanthiah Easwara Chandran, Alternate
David Kurlander, Alternate

Also Present: Stephen Graham, Assistant Director of Planning & Development Services
Jenna Lane, Planner
Anthony Soroka, City Attorney
Heather Montemayor, Assistant City Clerk

Absent: William Lane

PLEDGE OF ALLEGIANCE

SEATING OF ALTERNATES

Mr. Chandran replaced Mr. Lane, who was not in attendance.

APPROVAL OF MINUTES OF PREVIOUS BOARD MEETING

Motion was made by Vice Chair Bennett and seconded by Ms. Balaun to approve the minutes of May 6 and June 3, 2021. The motion CARRIED by unanimous vote.

OLD BUSINESS

None.

NEW BUSINESS

P.H. 2021-098: PROPOSED LAND DEVELOPEMNT CODE AMENDMENT

Applicant: **CITY OF DEERFIELD BEACH**

Proposal: Proposed amendment to Article X of Chapter 98 of the Deerfield Beach Land Development Code pertaining to local historic resources.

Stephen Graham, Assistant Director of Planning & Development Services, provided a brief overview of the item. Thereafter, he presented a brief PowerPoint presentation.

Background - Mr. Graham said on October 15, 2019, Broward County adopted new historic preservation procedures. Those procedures require municipalities that don't have certified local government status with the State, to adhere to the County regulations relating to historic and archaeological resources. Therefore, on January 14, 2021, the City Commission approved regulations for historic preservation, which included formation of a historic preservation board, processes for designating historic and archeological resources, and procedural requirements for the maintenance and improvements of the resources. He explained that these regulations were required for the City to become certified with the State.

What's Happened Since Adoption of the City's Historic Preservation Guidelines? - Mr. Graham explained that the City has been working to fill the Historic Preservation Board, as it must be established prior to being certified by the State. Staff has been working on completing the certified local government status with the State, but due to their recent changes, the City has been required to amend the Ordinance in order to complete the certification. Lastly, he stated that the proposed amendments have been reviewed by the State and address all requirements for the City to obtain its certified local government status.

Summary of Proposed Amendments - Mr. Graham said the amendments include additional legislative references; updates to rules of procedures and notice requirements for historic preservation board meetings; clarify the Board's ability to make recommendations to the City Commission, i.e., to recommend, recommend with conditions, or recommend denial of an application; establishes additional pre-application steps for applications with certificates of appropriateness and procedures to delay demolition; duties for reporting and maintenance of the City's certified local government status; and clarifies the process and procedural requirements for review of nomination for the national register of historic places.

In response to Chair Plaut's question, Mr. Graham replied that the age of a building is not the only requirement to demolish a building, whereas, architecture significance, cultural significance, etc. are also factors. Further, he stated that 50 years is the minimum age for a building.

In response to Ms. Beckford's questions, Mr. Graham replied that essentially, the City does not have to follow the County's rules, since establishing our own. Further, the application fee has not been established.

In response to Ms. Balaun's question, Mr. Graham replied that the Board is comprised of five (5) individuals who have an historical, redevelopment, or real estate background.

In response to Mr. Chandran's question, Anthony Soroka, City Attorney replied that the entire ordinance was not provided, only the amended sections; therefore, the Board will be governed by Roberts Rules of Procedure. During the Board's first meeting, they would elect a chair and vice chair.

In response to Mr. Chandran's questions, Mr. Graham replied that no additional staffing will be hired to oversee the Board; whereas, current staff will act as the liaison for the Board. The purpose of this program is to allow the local designation to be driven by the property owner; whereby, a third party would not be able to apply over a private property owner. Mr. Graham clarified that city staff must determine if an application is complete prior to it coming before the Board. Further, he stated that notices will be properly posted outlining the date, time and location of the meeting, so the public may comment.

Mr. Soroka clarified that there will be administrative items that will not require a public hearing, i.e. designating a chair, approving minutes, etc.; however, significant historical designations, certificates of appropriateness, etc. will require a public hearing and are required to be noticed as a public hearing.

In response to Mr. Chandran's question, Mr. Graham replied that staff has moved away from hard copy code supplements and utilizes the electronic copy, which provides the most up to date changes.

Mr. Soroka clarified that the electronic copy of the City's codes is updated on a quarterly basis, but recently approved ordinances could also be requested through the Office of the City Clerk. Moreover, each section on Municode outlines previous ordinance numbers, which can also be requested through the Clerk's Office.

Chair Plaut opened the public hearing; however, there was none to speak.

Motion was made by Vice Chair Bennett and seconded by Mr. Chandran to close the public hearing. The motion CARRIED by unanimous vote.

Motion was made by Ms. Beckford and seconded by Vice Chair Bennett to approve P.H. 2021-098: Proposed Land Development Code Amendment. The motion CARRIED by unanimous vote.

STAFF REPORT

Stephen Graham, Director of Planning & Development Services, advised that there will be a meeting in September, which does not interfere with Labor Day; the Board will be notified accordingly. Further, he explained that various new projects will be forthcoming within the next year.

CHAIRMAN'S REPORT

Chair Plaut commented on the June 5th walking event on 2nd Avenue. Thereafter, he thanked staff and the board members that attended.

Stephen Graham, Director of Planning & Development Services, thanked the Board members who were in attendance during the first workshop regarding the Tactical Urbanism Project which consists of NE 3rd Avenue. Thereafter, he said the brochure outlining the project would be mailed

to the Board. Lastly, Mr. Graham advised that the second workshop will take place on August 26th at 6:00 p.m. at Highlands Community Center.

MEMBERS' REPORTS

In response to Mr. Chandran's questions, Stephen Graham, Assistant Director of Planning & Development Services, reiterated that the brochures would be mailed to the members, and advised that staff would e-mail them the calendar invite for the August 26th workshop.

ADJOURNMENT

Motion was made by Ms. Beckford and seconded by Ms. Balaun to adjourn the meeting at 7:34 p.m. The motion CARRIED by unanimous vote.

Thomas Plaut, Chair
Planning and Zoning Board

CODE COMPLIANCE OF DEERFIELD BEACH

MINUTES OF A CODE COMPLIANCE HEARING

April 28, 2021

Douglas Gonzales

Presiding

Special Magistrate Douglas Gonzales in the City Commission Room called the meeting to order at 9:30 AM.

PRESENT: Lenore Graber, Code Manager
Gregory Wienbarg, Code Compliance Inspector
Jean Placide, Code Compliance Inspector
Angelica Morales, Code Compliance Inspector
Marcio Chaves, Code Compliance Inspector
Silvio Baca, Code Compliance Inspector
Maritza Martinez, Administrative Assistant
Shariann Pearson, Special Magistrate Clerk

For the record Winlett Jordan-Banton, Special Magistrate Clerk, swore the attendees.

<u>Tab</u>	<u>Case Nr.</u>	<u>Owner Name</u>	<u>Property Address</u>	<u>Violation</u>	<u>Disposition</u>
23	21010169	SIMS,DESHEANON GOLDSMITH,KAILA	4040 NE 5 AVE, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off- street parking and loading	RESPONDENT WAS PRESENT- KAILA GOLDSMITH FINAL ORDER ISSUED COMPLY BY 6-18-2021 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST
24	21030094	CUNNINGHAM,SUSAN M	830 SW 12 CT, DEERFIELD BEACH, FL 33441	Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(a) - Parking prohibitions; enforcement Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off- street parking and loading	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 5-21-2021 \$125 PER DAY PER VIOLATION \$80 PROSECUTION COST
42	21010043/cm/ cost	HILLSBORO RIVER APARTMENTS LLC	81 NE 7 CT, DEERFIELD BEACH, FL 33441	Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-69.(g) - Preparation and storage of residential refuse	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading	
43	21010046/cm /cost	HILLSBORO RIVER APARTMENTS LLC	61 NE 7 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES ARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY- Section 34-160 -Parking or storage for over 72 hours restricted Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-69.(g) - Preparation and storage of residential refuse Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST

				ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88.(f) Off-street parking and loading	
44-76	20010032	GOMES,ANDRE LUIZ	1100 SE 4 AVE, DEERFIELD BEACH, FL 33441 21	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80(n) - Landscape requirements Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENTS WERE PRESENT- DAVID PENELL ATTORNEY ROBERT SWEETAPPLE JOHNNY CALDERA MARIELA LECHIN MILTON MCDANIEL EXTENDED TO 6-18-2021

				ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80(r)(4) - Landscape requirements Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88.(f) Off-street parking and loading	
77	21010495	HO,DUC	155 SE 19 AVE, DEERFIELD BEACH, FL 33441	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS; Sec 98-106 (d) (1) Vacation Rental Registration Requirement	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 4-23-2021 FOR \$250 PER DAY PER VIOLATION
78	20010199/CM /COST	PEARL CONDO 8427 LLC	1308 SE 1 TER, DEERFIELD BEACH, FL 33441	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS; Sec 98-106 (d) (1) Vacation Rental Registration Requirement Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. -	RESPONDENT WAS PRESENT-CHRIS KJOS CERTIFIED WITH \$80 PROSECUTION COST

				SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
80	21020042	SPEAR,NICOLE M SPEAR,TIMOTHY A/TREE PRESERVATION	1211 SE 7 CT, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(L)(1)(a- g) - Tree preservation.	RESPONDENT NOT PRESENT CASE DISMISSED
81	21020047	POMPANO 41 CT LLC	261 NE 39 CT, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 66 - TRAFFIC AND VEHICLES DIVISION 3. BSO ENFORCED- REGULATIONS, GENERALLY Section 66-59. (c)(1)(a)- Parking on residentially zoned lots.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 5-21-2021 \$125 PER DAY PER VIOLATION \$80 PROSECUTION COST
82	21020050	TIDEWATER ESTATES CO-OP INC	1802 FLAMINGO PL, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENTS.WERE PRESENT- ATTORNEY JOHN HINDEN DALE & NANCY SCHAEFER CONTINUED TO 6-23-2021
83	21020052	YAMUSENOR,HUSBULLA	1251 SE 14 DR, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 5-21-2021 \$125 PER DAY \$80 PROSECUTION COST

84	21020054	CRESTFIELD,RICHARD H/E CRESTFIELD,MICHELLE	4401 NW 6 AVE, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(C)(3) - Landscape Requirements.	RESPONDENT WAS PRESENT- RICHARD CRESTFIELD CONTINUED TO 6-23-2021
86	21020056	FERREIRA,CARLOS ROBERTO	305 NW 43 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 5-21-2021 \$135 PER DAY \$80 PROSECUTION COST
87	21010549	MUNNINGS,CAMERON LEROY MUNNINGS,JENNIE	4350 NW 4 AVE, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 5-21-2021 \$145 PER DAY \$80 PROSECUTION COST
88	21010542	PIERRE,STEVENSON L	3310 SW 1 ST, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT CONTINUED TO 6-23-2021
89	21010543	ALMANZAR,MAGALY/TREE PRESERVATION	330 SW 34 TER, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS	RESPONDENT NOT PRESENT

				Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(d)(1) - Tree preservation. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(N)(1) - Landscape Requirements.	FINAL ORDER ISSUED COMPLY BY 5-21-2021 \$135 PER DAY PER VIOLATION \$80 PROSECUTION COST
92	21030004	EPPS,MARGIE EST	1531 SW 4 TER, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 46 – OFFENSES Section 46-13 - Trees, bushes and shrubs—Encroaching on public right-of-way.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 4-23-2021 FOR \$150 PER DAY PER VIOLATION

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading.	
93	21010162	MARTINELLO,REGINALDO T RIZZON,ALESSANDRA CAMATA	271 SE 6 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT WAS PRESENT- REGINALO MARTINELLO EXTENDED TO 6-18-2021
95	20100033	LOPES HOLDINGS USA LLC	1246 SE 7 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONSARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 5-26-2021
100	21020066	LEE LAYUN ENTERPRISES LLC	1805 S POWERLINE RD, DEERFIELD BEACH, FL 33442 104	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IX. - CERTIFICATES OF USE Section 98-161(b) - Certificate of use permit requirements.	RESPONDENTS WERE PRESENT- FERNANDA NASCIMENTO RYAN LAYUN CONTINUED TO 5-26-2021

102	21020026	ZIRLI BROS INC	540 NE 44 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(6) - Exterior building and structure standards.++	RESPONDENT NOT PRESENT CONTINUED TO 5-26-2021
103	21010024	PS DEERFIELD BEACH HILLSBORO 2013 LLC	1375 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONSARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 5-21-2021 \$225 PER DAY \$80 PROSECUTION COST
104	21040034	2201 REALTY LLC	2215 W HILSBORO BLVD, DEERFIELD BEACH, FL	Chapter 102 - SIGNS Section 102-7. (23)(a-c)- Certain sign or sign structures prohibited. Chapter 102 - SIGNS Section 102-7. (3)- Certain sign or sign structures prohibited Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(e) - Minimum standards for yard and landscape areas.	RESPONDENTS WERE PRESENT- WALTER JENKINS ED RODRIGUEZ FINAL ORDER ISSUED COMPLY BY 5-14-2021 \$125 PER DAY PER VIOLATION \$80 PROSECUTION COST
105	20090013/cm/ cost	CPE ASSOCIATES	1166 W NEWPORT CENTER DR, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONSARTICLE II. - DEERFIELD BEACH LAND	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST

				DEVELOPMENT CODE Section 98-16 - Maintenance of development.	
106	21010175	IN2COMPUTERS INC	240 S MILITARY TRL, DEERFIELD BEACH, FL 33442 18	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONSARTICLE IX. - CERTIFICATES OF USE Section 98- 161(b) - Certificate of use permit requirements.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 4-23- 2021 FOR \$175 PER DAY PER VIOLATION
107	20080064/Cm /cost	HIGHLANDS PLAZA INC & TMT PROPERTIES INC % PAUL BURREL	4801 N DIXIE HWY, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONSARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
108	20110014	NEWCASTLE INVESTMENTS LLC Attorney Daniel & Aaronson	501 E SAMPLE RD, DEERFIELD BEACH, FL 33064	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONSARTICLE IX. - CERTIFICATES OF USE Section 98- 161(b) - Certificate of use permit requirements.	RESPONDENT WAS PRESENT- DONALD ANDERSON CASE CONTINUED, TIME TO BE DETERMINED

109	20110015	NEWCASTLE INVESTMENTS LLC Attorney Daniel & Aaronson	501 E SAMPLE RD, DEERFIELD BEACH, FL 33064	Unincorp Area Codes ARTICLE XVII. - COMMERCIAL DISTRICTS; Sec. 39-295. - Permitted uses; Adult entertainment establishments in B-2 is a prohibited use as per Broward County Ordinance.	RESPONDENT WAS PRESENT- DONALD ANDERSON CASE DISMISSED
110	20110017	NEWCASTLE INVESTMENTS LLC Attorney Daniel & Aaronson	501 E SAMPLE RD, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONSARTICLE III. - ZONING DISTRICT REGULATIONS; Sec. 98-54(b)(1-38) - B-2 highway business, Permitted uses.	RESPONDENT WAS PRESENT- DONALD ANDERSON CASE DISMISSED
115	21030149	ROBERT S MAYER REV LIV TR GURLAND, BARRY T TRSTEE	1356 SE 7 CT, DEERFIELD BEACH, FL 33441	Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-70.(f) - Preparation of bulky yard and vegetative wastes.	RESPONDENT NOT PRESENT FINDING OF FACT ORDER ISSUED COST WAIVED
116	21040012	RIZO, INGRID	924 SE 12 AVE, DEERFIELD BEACH, FL 33441	Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area. Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-70.(f) - Preparation of bulky yard and vegetative wastes	RESPONDENT NOT PRESENT FINDING OF FACT ORDER ISSUED COST WAIVED
118	21040046	ZARZAR, MIGUEL ANGEL	948 SE 14 AVE, DEERFIELD BEACH, FL 33441	Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area Chapter 58 - SOLID WASTE 119DIVISION 3. - RESIDENTIAL COLLECTION Section 58-70.(f) -	RESPONDENT WAS PRESENT- MIGUEL ZARZAR FINDING OF FACT ORDER ISSUED COST WAIVED

				Preparation of bulky yard and vegetative wastes.	
119	20110041/cm/ cost	2018-3 IH BORROWER LP % INVITATION HOMES - TAX DEPT	1670 SE 8 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
144	21030095	ARENA,KEVIN	321 NW 39 ST, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- GREG LABORDE FINAL ORDER ISSUED COMPLY BY 5-21-2021 \$100 PER DAY \$80 PROSECUTION COST
146	20010251	BARBOSA,RICARDO	65 UPMINSTER C, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- RICARDO BARBOSA CONTINUED TO 5-26-2021
147	20010135	NARDY,IGOR FAM	1421 SW 4 TER, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONSARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 5-21-2021 \$250 PER DAY \$80 PROSECUTION COST

148	20120041	BAYLISS,JOHN M	1260 SE 3 ST, DEERFIELD BEACH, FL 33441 1-2	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONSARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 5-21-2021 \$250 PER DAY PER VIOLATION \$80 PROSECUTION COST
149	20120044	VEROLA,MARCUS	224 SE 8 TER, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONSARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 5-21-2021 \$250 PER DAY \$80 PROSECUTION COST
151	20030043	ST PREUX,HUBERT	4140 NE 4 AVE, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- HUBERT ST PREUX CONTINUED TO 6-23-2021
152	19120096	MERCADO,EDNA H/E MALDONADO,MIGUEL JR	250 FARNHAM K, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONSARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 5-21-2021 \$250 PER DAY \$80 PROSECUTION COST

153	20010221	INNOCENT,VILNEY J	351 SW 14 PL, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONSARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 5-21-2021 \$225 PER DAY \$80 PROSECUTION COST
154	20010153	HLS INVESTMENT PROPERTY CORP	210 NW 43 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONSARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading.	RESPONDENT WAS PRESENT- LUIZ DA SILVA COMPLY BY 5-21-2021 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST
156	21010007	JACKSON, ROBERT LEROY RANDLPH, VERNEE	3950 NE 5 AVE, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- ROBERT JACKSON CONTINUED TO 5-26-2021
157	20020012	WILLIAMS,DERRICK	250 NW 38 PL, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 94 MIN HOUSECHAPTER 94 HOUSING; Sec. 94-9 (b) (5) -	RESPONDENT WAS PRESENT- DERRICK WILLIAMS EXTENDED TO 5-21-2021

				Minimum standards for exterior of structures. (b) Exterior walls. CHAPTER 94 HOUSING; Sec. 94-12 (a) - Porches, balconies, decks, exterior stairs, walkways and appurtenances. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
158	19080263	OSSLUND,ERNEST N	371 NW 46 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT EXTENDED TO 7-23-2021
159	19120055/cm/ cost	OLIVEIRA,TEODORO	201 NW 46 CT, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
160	20010185	ETTL INVESTMENTS LLC	332 NW 43 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS	RESPONDENT NOT PRESENT

				Section 14-106(b) - Minimum standards for yard and landscape areas.	FINES IMPOSED AS OF 4-23-2021 FOR \$135 PER DAY
161	20020030	ST JUSTE,THOMAS	255 NE 39 CT, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(3) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-74 - Display of street numbers on buildings. Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 4-23-2021 FOR \$250 PER DAY PER VIOLATION
162	20010139	DOS SANTOS,CARLOS	115 SW 34 AVE, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- DAVINA CANCELLIERE EXTENDED TO 5-21-2021

163	20010157	AUGUSTIN,MARC ANTOINE	4741 NE 2 WAY, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-74 - Display of street numbers on buildings. Chapter 46 - OFFENSE Section 46-28(a) - Storage of materials. Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area. Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-69.(g) - Preparation and storage of residential refuse Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENT WAS PRESENT- MARC AUGUSTIN EXTENDED TO 5-21-2021
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				ARTICLE III. - ZONING DISTRICT REGULATIONS RS-5 residence, single-family Section 98-45(b)(1-6) Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONSARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
164	20010181	RENA,PEDRO R	312 NW 43 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONSARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 4-23-2021 FOR \$175 PER DAY PER VIOLATION

				Section 98 -88(j)(1) Off-street parking and loading.	
165	20020059	EAYC INV A LLC	181 NW 44 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 4-23- 2021 FOR \$195 PER DAY
166	20120040/cm/ cost	MCCLOUGHLIN,HOPE R ALLEVA,EDWARD M	1309 SE 7 ST, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONSARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- EDWARD ALLEVA CASE COMPLIED \$80 COST PAID
167	20120069/cm/ cost	JADRAN LLC	920 NW 45 ST, DEERFIELD BEACH, FL 33064 1-6	Chapter 94 MIN HOUSECHAPTER 94 HOUSING; Sec. 94-9 (a) (2) - Minimum standards for exterior of structures.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
168	21010009/cm/ cost	CORRIELUS, JEAN C MERILIEN, MERILINE	3920 NE 3 AVE, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
169	21020058	COPELAND, JIMMY L & ALLYSON I	4342 NW 1 TER, DEERFIELD BEACH, FL 33064	Chapter 66 - TRAFFIC AND VEHICLES ARTICLE II. BSO ENFORCED- STOPPING, STANDING, PARKING; DIVISION 3. - REGULATIONS, GENERALLY ·	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 4-23- 2021 FOR \$100 PER DAY

				Section 66-56(1)(L). - Prohibitions relative to stopping, standing or parking in specific places.	
170	21030104	WEBB, DAVID EST	255 DURHAM G, DEERFIELD BEACH, FL 33442	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 4-23- 2021 FOR \$250 PER DAY
171	21040065	NEW CASTLE INVESTMENTS LLC	501 E SAMPLE RD, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONSARTICLE III. - ZONING DISTRICT REGULATIONS; Sec. 98-54(b)(1-38) - B-2 highway business, Permitted uses. Unincorp Area Codes ARTICLE XVII. - COMMERCIAL DISTRICTS; Sec. 39-295. - Permitted uses; Adult entertainment establishments in B-2 is a prohibited use as per Broward County Ordinance.	RESPONDENT WAS PRESENT- DONALD ANDERSON CONTINUED TO 5-11-2021
A	19080317	MONTEIRO,IOLANDA MAGALHAES	410 NW 46 ST	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14- 105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards.	RESPONDENT WAS PRESENT- IOLANDA MONTEIRO FINES MITIGATED FOR \$1,000 TO BE PAID IN FULL BY 5-26- 2021

				Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONSARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88.(b) - Off-street parking and loading.	
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SPECIAL MAGISTRATE MINUTES
CITY OF DEERFIELD BEACH, FLORIDA

Douglas Gonzales, Special Magistrate

Date



Meeting Minutes Community Redevelopment Agency

Tuesday, August 10, 2021

6:30 PM

Commission Chambers

CALL TO ORDER AND ROLL CALL

The meeting was called to order on the above date by Chair Bill Ganz at 6:35 p.m., in the City Commission Chambers, 150 NE 2nd Avenue, Deerfield Beach, Florida.

Present: 5 - Mr. Todd Drosky - via Zoom
Mr. Michael Hudak
Mr. Bernie Parness - via Zoom
Vice Chair Ben Preston
Chair Bill Ganz

Also Present: 3 - City Manager David Santucci
City Attorney Anthony Soroka
City Clerk Samantha Gillyard

PLEDGE OF ALLEGIANCE

There was a moment of silence, followed by the Pledge of Allegiance.

APPROVAL OF MINUTES

Community Redevelopment Agency Meeting Minutes

MOTION was made by Mr. Hudak, seconded by Vice Chair Preston, to approve the June 8, 2021 minutes as submitted.
Voice Vote:

Yeas: 5 - Mr. Drosky, Mr. Hudak, Mr. Parness, Vice Chair Preston and Chair Ganz

Nays: 0

APPROVAL OF COMMUNITY REDEVELOPMENT AGENCY AGENDA

August 10, 2021

MOTION was made by Vice Chair Preston, seconded by Mr. Hudak, to approve the agenda as submitted. Voice Vote:

Yeas: 5 - Mr. Drosky, Mr. Hudak, Mr. Parness, Vice Chair Preston and Chair Ganz

Nays: 0

GENERAL ITEMS

1. Presentation of the Fiscal Year 2022 CRA Budget.

CRA Budget - Kris Mory, Director of Economic Development, provided a brief PowerPoint presentation. She said 71% of the CRA Budget is allocated to capital projects, 11% to debt services, 9% to programs and 6% to agency administration.

Budget Worksheet - Ms. Mory said the new tax revenue is projected at \$4.5 million, which comes from Broward County, the City and North Broward Hospital District. The estimated carryover from fiscal year 2020 is \$5.3 million, for a total tax increment revenue of \$9.9 million; however, debt service is - \$1 million, agency administration - \$581,468, programs - \$886,147, and professional services - \$351,459. The remaining budget of \$7 million will be allocated to specific projects.

CRA Funded Programs - Ms. Mory explained that currently, community policing patrols Thursday, Friday and Saturday evenings; however, there will be a \$20,000 increase, as visitors and businesses have expressed support in having details during the days and weekends. She said monies were rolled over from last year due to various special events being changed; whereby, \$4,000 has been budgeted for the boat parade. Thereafter, she outlined the commercials façade projects: The Cove Brewery and Two Georges at the Cove. As well as other programs offered through CRA: public art, marketing - \$20,000, and landscaping.

Proposed FY22 Budget Worksheet - Ms. Mory reiterated that the remaining \$7 million budget will be allocated to specific projects. Some of the projects have already been approved by the Board but aren't under construction; so, they will be carried over from FY21. Thereafter, she outlined and displayed various photos of the projects: S-Curve/Ocean Way utility undergrounding and lighting - \$1.8 million; Ocean Way bollards - \$960,000; bus shelter relocation and streetscape - \$1 million; International Fishing Pier improvements - \$52,750; main beach parking lot seating - \$302,060; \$2.8 million remaining should be set aside for the Sullivan Park Facility. The proposed cost for the Sullivan Park Facility was \$3.5 million; however, staff is working with an outside entity, which may impact the design, so the amount is to be determined.

5-Year Capital Improvements Plan (CIP) - Ms. Mory displayed the updated proposed CIP, which outlines the \$3.5 million for the Sullivan Park Facility in FY23. Thereafter, she outlined other projects included in the CIP: main beach parking lot improvements project in FY24 at \$3 million; purchase of island entryway/NE 1st Street properties in FY25 and island entryway improvements in FY26. During the construction phase of the Sullivan Park Facility, staff will have to relocate; therefore, recommendations have been made to purchase additional property to house CRA offices and/or purchase dilapidated properties to improve them and flip them back to the private market in FY27.

Mayor Ganz opened the public hearing; however, there was none to speak and the public hearing was closed.

Mr. Drosky spoke in support of the budget and proposed projects. Further, he looks forward to discussing future projects and setting priorities.

Mr. Hudak thanked staff and spoke in support of the budget.

ADMINISTRATION COMMENTS

There were no comments.

BOARD COMMENTS

There were no comments.

PUBLIC COMMENT

There were no public comments.

ADJOURNMENT

MOTION was made by Mr. Hudak, seconded by Vice Chair Preston, to adjourn the meeting at 6:52 p.m. Voice Vote:

Yeas: 5 - Mr. Drosky, Mr. Hudak, Mr. Parness, Vice Chair Preston and Chair Ganz

Nays: 0

BILL GANZ, CHAIR

Samantha Gillyard, CMC, City Clerk

DEERFIELD BEACH POLICE PENSION FUND
MINUTES OF MEETING
January 14, 2021

The virtual meeting was called to order at 2:00 P.M. at. Those persons present were:

TRUSTEES

Andy Gianino
 Robert Schnakenberg
 Robert Amante

OTHERS PRESENT

Amanda Kish, Administrator
 Dave West, Investment Monitor
 Adam Levinson, Board Attorney

PUBLIC COMMENTS

MINUTES

The Board reviewed the minutes of the meeting of September 3, 2020.

A motion was made, seconded and carried 3-0 to approve minutes of the meeting of September 3, 2020.

INVESTMENT MONITOR REPORT

Mr. West reviewed the market environment for the quarter ending September 30, 2020. He reviewed the performance through the quarter ending September 30, 2020. The asset allocation as of September 30, 2020 was 46.00% in domestic equities; 14.7% in international equities; 19.2% in fixed income; 18.1% in real estate; and 2.0% in cash. The total Fund was up 4.09% net of fees for the quarter ending September 30, 2020 while the benchmark was up 5.53%. The plan was in the 88th percentile. The Board held a lengthy discussion regarding the performance of the portfolio and peer ranking. Mr. West explained that fiscal year 2020 was very disappointing. He stated that the Midcap stocks did not perform well during the fiscal year. The Value stocks underperformed reached historical precedence. Mr. West informed the Board that he has spoken to the actuary regarding the COLA. The Board will receive a COLA according to the actuary. He continued to review the report. The total equity portfolio was up 6.25% while the benchmark was up 8.49%. The total domestic equity portfolio was up 7.10% while the Russell 3000 was up 9.21%. The total international equity portfolio was up 3.42% while the benchmark was up 6.32%. The total fixed income portfolio was up 1.12% while the benchmark was up 0.96 %. The total real estate portfolio was up 0.70% while the NCREIF was up 0.57%. Mr. West did not recommend any rebalancing. The Board requested revisiting the international allocation at the next meeting.

ATTORNEY REPORT

Memorandum Regarding E-Verify:

Mr. Levinson reviewed the E-Verify Memo. He stated that recent legislative statutes 448.095 requires all services provides and or new service providers to register with E-Verify. He continued to review the Memo. Mrs. Kish informed the Board that she will be registering the Plan on the E-Verify website.

ADMINISTRATOR REPORT

The Board was presented with a list of disbursements. A motion was made, seconded and carried 3-0 to approve the listed disbursements.

OTHER BUSINESS

Respectfully submitted,

Andrew Gianino, Secretary

DEERFIELD BEACH POLICE PENSION FUND
MINUTES OF MEETING
April 8, 2021

The meeting was called to order at 9:00 A.M. at 50 Hillsboro Technology Dr, Deerfield Beach FL 33441. Those persons present were:

TRUSTEES

Richard Giuffreda, Chairman
 Andy Gianino, Secretary
 Robert Schnakenberg (Virtually)
 Robert Amante (Virtually)

OTHERS PRESENT

Amanda Kish, Administrator
 Adam Levinson, Board Attorney
 Scott Owen, Graystone

PUBLIC COMMENTS

MINUTES

The Board reviewed the minutes of the meeting of March 4, 2021.

A motion was made, seconded, and carried 4-0 to approve minutes of the meeting of March 4, 2021.

OTHER BUSINESS

Mr. Owen's thanked the Board for allowing him to come and present. He reviewed the firms experience and philosophy. Mr. Owen reviewed the Deerfield Beach Police proposed portfolio returns. He continued to review the report.

The Board held a discussion regarding the presentation. The Board suggested reviewing additional Investment Consultant firms. Mr. Levinson recommended going out for request for proposal.

A motion was made, seconded, and carried 4-0 to go out for Request for Proposal for Investment Consultants.

Respectfully submitted,

Andrew Gianino, Secretary

DEERFIELD BEACH POLICE PENSION FUND
MINUTES OF MEETING
June 4, 2021

The meeting was called to order at 9:00 A.M. at 50 Hillsboro Technology Dr, Deerfield Beach FL 33441. Those persons present were:

TRUSTEES

Richard Giuffreda, Chairman
 Andy Gianino, Secretary
 Robert Schnakenberg
 Perry Victor

OTHERS PRESENT

Amanda Kish, Administrator
 Adam Levinson, Board Attorney

PUBLIC COMMENTS

OTHER BUSINESS

Mr. Levinson presented the Investment Consultant Request for Proposal's. The Board briefly reviewed the RFP's submitted by the Consultant firms.

A motion was made, seconded, and carried 4-0 to invite the investment firms to the next meeting for presentation.

Respectfully submitted,

Andrew Gianino, Secretary



City Commission Meeting - September 13, 2021

DEERFIELD BEACH - YOU ARE HEREBY NOTIFIED that the **Regular City Commission** meeting will be held on **Monday, September 13, 2021, at 7:00 PM in the City Commission Chambers located at the City Hall Complex, 150 NE 2nd Avenue, Deerfield Beach, Florida.** A quorum of the City Commission will be physically present at the meeting and the City will be utilizing communications media technology with most City staff participating through video conferencing.

The September 13, 2021, Regular City Commission meeting will proceed utilizing communications media technology; **however, the City Commission Chambers located at the City Hall Complex, 150 NE 2nd Avenue, Deerfield Beach, will be open to the public as an additional method** for speakers wishing to speak on items with such attendees adhering to social distancing protocols, temperature checks and face covering recommendations. A copy of the agenda for the September 13, 2021 meeting will be available at <http://www.deerfield-beach.com/1554/Meetings-Agendas>.

Attending and Viewing the City Commission Meeting:

This meeting will be broadcast live for members of the public. There are several options available to the public to attend/view the meeting:

- 1. In Person Attendance.** Attend in person in the City Commission Chambers adhering to social distancing protocols, temperature checks and face covering recommendations.
- 2. Zoom**
 - a. Via Zoom Online** - Access to the meeting will begin at 6:45 PM on September 13, 2021.
 - i. Use the following link below to access the meeting via Zoom:
<https://deerfield-beach.zoom.us/j/89280198154?pwd=RDFERUU2UTNQeFJ5QmplQmZ6VU1rdz09>
 - ii. The video camera display feature is disabled for public use
 - b. Via Zoom Telephone** - Join the meeting via telephone (audio only) using the Call-in number below, followed by the Meeting ID when prompted. No computer or access code is required.

Call-in Number: (301) 715-8592, Meeting ID: 892 8019 8154#, Participant ID: #, Passcode: 885476#

For more information on using Zoom, please visit Zoom Support at the following link:
<https://support.zoom.us/hc/en-us>.

3. YouTube

The meeting will also be available to the public via YouTube for audio and video access; however, public participation, i.e. comments are not possible. The link to watch the meeting via YouTube will be active no later than 6:45 PM on September 13, 2021, and can be found by clicking the camera icon in the Media column at <http://www.deerfield-beach.com/1554/Meetings-Agendas>.

Providing Public Comment:

Public participation is strongly encouraged. Your comments will be limited to three minutes per person. To participate, please choose the option best for you and remember to include your name and address for the record.

1. **In person** - Public comment may be given in the Commission chambers during the applicable public comment portion of the meeting.
2. **Via Email** - Public comments and documents may be submitted via email to web.clerk@dfb.city. Public comments will be read aloud during the meeting and added to the record. Emails can be submitted prior to the meeting or until the public hearing session is closed.
3. **Live Zoom Video Participation** - If attending via Zoom online, at the appropriate public comment period, click “raise hand” on the bottom of the “participants” tab, and your audio will be unmuted when you are recognized.
4. **Live Zoom Telephone Participation** - If attending via Zoom by telephone, at the appropriate public comment period, press *9 to “raise your hand” and your audio will be unmuted when you are recognized.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT AND FLORIDA STATUTE 286.26, PERSONS WITH DISABILITIES NEEDING SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE CITY CLERK NO LATER THAN 3 DAYS PRIOR TO THE MEETING AT (954) 480-4213 FOR ASSISTANCE.

Should you have any questions, please feel free to contact the City Clerk’s Office at 954.480.4213. For additional information on the agenda items for the Commission meeting, please visit www.dfb.city.



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2021-915

Agenda Date: 9/13/2021

Status: BUDGET & MILLAGE PUBLIC
HEARINGS

In Control: City Commission

Title

ORDINANCE 2021/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING THE MILLAGE RATE TO BE LEVIED BY THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022; STATING THE PERCENTAGE CHANGE BY WHICH THE MILLAGE RATE EXCEEDS THE ROLLED-BACK RATE AS COMPUTED PURSUANT TO SECTION 200.065, FLORIDA STATUTES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on the Ordinance

Voting Requirement

Adoption requires a 4/5 vote of the City Commission.

Background/History

In accordance with Section 200.065, Florida Statutes, each year the City conducts two public hearings on the proposed millage and budget for the upcoming fiscal year. The first substantive issue discussed shall be the percentage increase in millage over the rolled-back rate necessary to fund the budget. The City Code requires the annual budget and millage to be adopted by Ordinance. The general public shall be allowed to speak and to ask questions prior to adoption of any measures by the governing body. The City Commission is to adopt its tentative or final millage rate prior to adopting its tentative or final budget.

Current Activity

The FY2022 proposed total millage rate of 6.3125 mills represents a decrease from the prior year's legally adopted millage rate of 6.3560.

The FY2022 proposed operating millage rate of 6.0018 mills represents no increase in the rate from the prior year's operating millage rate of 6.0018.

The proposed millage rate will generate a net \$48.7 million of ad valorem tax revenue, which is approximately 5.7% more than the previous fiscal year's estimate of \$46.1 million.

Ad Valorem Tax Revenue History

FY22 - \$48,699,619 (Est.)

FY21 - \$46,096,554 (Est.)

FY20 - \$44,281,635

Recommendation

Staff recommends approval of the proposed millage rate.

ORDINANCE NO. 2021/

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING THE MILLAGE RATE TO BE LEVIED BY THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022; STATING THE PERCENTAGE CHANGE BY WHICH THE MILLAGE RATE EXCEEDS THE ROLLED-BACK RATE AS COMPUTED PURSUANT TO SECTION 200.065, FLORIDA STATUTES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE

WHEREAS, the City Commission has held all necessary budget workshops and public hearings to consider and make changes to the Annual Budget submitted by the City Manager for the fiscal year ending September 30, 2022; and

WHEREAS, the proposed Fiscal Year 2022 operating millage rate is 6.0018, which represents an increase of 5.13% over the rolled-back rate, and such percentage change is characterized as the percentage increase in property taxes pursuant to Section 200.065, Fla. Stat; and

WHEREAS, the City has provided notice and has conducted public hearings as required by Section 200.065, Florida Statutes, to consider, discuss, and hear public comment regarding the millage rate for Fiscal Year 2022.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Ordinance.

Section 2. The millage rate is hereby adopted and levied for the fiscal year beginning October 1, 2021 and ending September 30, 2022 as follows:

Operating Millage Rate	6.0018
Voted Debt Service Millage	<u>0.3107</u>
Total Millage Rate	<u>6.3125</u>

Section 3. The Fiscal Year 2022 operating millage rate of 6.0018 mills is 5.13% more than the rolled-back rate of 5.7092 mills calculated pursuant to Florida law. The voted debt service millage is 0.3107 mills.

Section 4. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Ordinance.

Section 5. All ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. Should any section or provision of this ordinance or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof as a whole or part thereof other than the part declared to be invalid.

Section 7. This Ordinance shall take effect immediately upon its passage and adoption on Second Reading.

Section 8. This Ordinance was adopted after a second public hearing on the subject matter hereof and notice of the public hearings were published as required by the City Charter and Florida law, which public hearings were held at 7:00 P.M. on September 3, 2021, and September 13, 2021.

PASSED 1ST READING ON THIS _____ DAY OF _____, 2021.

PASSED 2ND READING ON THIS _____ DAY OF _____, 2021.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2021-916

Agenda Date: 9/13/2021

Status: BUDGET & MILLAGE PUBLIC
HEARINGS

In Control: City Commission

Title

ORDINANCE 2021/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING THE FINAL BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

Budget workshops were held on June 21, June 22, and August 10, 2021. The workshops provided details of each department's and fund's budget; including revenues, expenditures, programs, and capital expenses. The workshops also provided the City Commission and the Public with an opportunity to provide input and additional recommendations. The staff hereby presents for your consideration and approval the Fiscal Year 2022 Proposed Budget. The FY2022 Proposed Budget incorporates the policy direction and program recommendations that were discussed during the budget workshops. The FY2022 Proposed Budget is available on the City website for public review at the following link: <https://www.deerfield-beach.com/561/City-Budget>. Additionally, staff will present a budget overview during the budget hearing.

Recommendation

Staff recommends approval of the recommended budget.

ORDINANCE NO. 2021/

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, ADOPTING THE FINAL BUDGET
FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND
ENDING SEPTEMBER 30, 2022; PROVIDING FOR CONFLICTS,
SEVERABILITY, AND AN EFFECTIVE DATE**

WHEREAS, the City Manager of the City of Deerfield Beach, Florida, has submitted his annual budget report to the City Commission covering the fiscal year ending September 30, 2022; and

WHEREAS, the City Manager has estimated the revenues and expenditures for Fiscal Year 2022 and has determined the required millage rate for the purpose of ad valorem taxation; and

WHEREAS, the City Commission has held all necessary budget workshops and public hearings to consider and make changes to the annual budget and the City Commission has had the opportunity to review the complete proposed budget for Fiscal Year 2022; and

WHEREAS, the City Commission has passed an Ordinance adopting the millage rate for the fiscal year ending September 30, 2022.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF
THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:**

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Ordinance.

Section 2. That the City of Deerfield Beach budget for the fiscal year beginning October 1, 2021 and ending September 30, 2022, a summary of which is attached hereto as Exhibit “A” and incorporated herein by this reference (a full copy is on file with the City Clerk and is hereby incorporated herein in its entirety by this reference), is hereby adopted, and the appropriations set forth therein are hereby made for the operation of the government of the City and for paying the annual debt service on all outstanding bonds of the City.

Section 3. That all delinquent taxes collected during the ensuing fiscal year as proceeds from levies of operating millages of prior years are hereby specifically appropriated for the use and benefit of the General Fund.

Section 4. That in accordance with Section 4.03(10) of the City Charter, the City Manager has the authority to sign contracts on behalf of the City pursuant to the provisions of this appropriations ordinance, and as may be further authorized by the City Commission pursuant to ordinance or resolution.

Section 5. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Ordinance.

Section 6. All ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 7. Should any section or provision of this Ordinance or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof as a whole or part thereof other than the part declared to be invalid.

Section 8. This Ordinance shall take effect immediately upon its passage and adoption on Second Reading.

Section 9. This Ordinance was adopted after a second public hearing on the Fiscal Year 2021/2022 budget and notices of the public hearings were published as required by City Charter and Florida law, which public hearings were held at 7:00 p.m. on September 3, 2021, and September 13, 2021.

PASSED 1ST READING ON THIS _____ DAY OF _____, 2021.

PASSED 2ND READING ON THIS _____ DAY OF _____, 2021.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

BUDGET SUMMARY
CITY OF DEERFIELD BEACH, FLORIDA - FISCAL YEAR 2021-2022
THE PROPOSED OPERATING BUDGET EXPENDITURES OF THE CITY OF DEERFIELD BEACH ARE 4.5%
MORE THAN LAST YEAR'S TOTAL OPERATING EXPENDITURES

General Fund 6.0018
Voted Debt 0.3107

	GENERAL FUND	INSURANCE SERVICES FUND	SPECIAL REVENUE FUNDS	DEBT SERVICE FUND	CAPITAL PROJECT FUNDS	ENTERPRISE FUNDS	CRA TRUST FUND	TOTAL ALL FUNDS
ESTIMATED REVENUES:								
Taxes: Millage Per \$1,000								
Ad Valorem Taxes 6.0018	46,193,524	-	-	-	-	-	2,216,786	48,410,310
Ad Valorem Taxes 0.3107 (Voted Debt)	2,506,095	-	-	-	-	-	-	2,506,095
Delinquent Tax Collections	1,200,000	-	-	-	-	-	-	1,200,000
Sales and Use Taxes	1,376,101	-	-	-	-	-	-	1,376,101
Communications Service Taxes	2,000,000	-	-	-	-	-	-	2,000,000
Public Service Taxes	8,364,000	-	-	-	-	-	-	8,364,000
Fire Assessment Fees	15,986,043	-	-	-	-	-	-	15,986,043
Franchise Fees	5,343,000	-	-	-	-	-	-	5,343,000
Local Option Gas Tax	5,500,000	-	1,327,400	-	-	-	-	6,827,400
Licenses, Permits & Fees	822,200	-	5,531,500	-	-	-	-	6,353,700
Intergovernmental Revenue	2,352,971	-	613,400	-	-	-	-	2,966,371
Charges for Services	10,409,034	-	78,093	-	-	45,162,398	-	55,649,525
Fines and Forfeitures	1,007,500	-	750,000	-	-	-	-	1,757,500
Grants and Contributions	1,104,841	-	20,908,205	-	302,000	531,300	-	22,846,346
Administration Fees	8,079,662	-	437,720	-	-	-	-	8,517,382
Loan Proceeds	-	-	205,000	-	28,058,119	1,318,826	-	29,581,945
Other Financing Sources	528,500	2,014,200	-	-	-	310,149	2,318,208	5,171,057
TOTAL SOURCES	112,773,471	2,014,200	29,851,318	-	28,360,119	47,322,673	4,534,994	224,856,775
Transfers In	406,454	9,634,607	-	5,030,838	4,022,615	6,775,336	-	25,869,850
Fund Balances/Reserves/Net Assets	4,498,397	-	1,556,398	-	-	6,346,584	5,378,784	17,780,163
TOTAL REVENUES, TRANSFERS & BALANCES	117,678,322	11,648,807	31,407,716	5,030,838	32,382,734	60,444,593	9,913,778	268,506,788
EXPENDITURES:								
General Government	17,790,179	11,648,807	6,086,420	-	6,036,648	535,466	1,092,698	43,190,218
Economic Environment	525,005	-	835,123	-	-	-	6,759,080	8,122,208
Public Safety	71,253,744	-	17,158,836	-	1,387,290	-	75,000	89,874,870
Physical Environment	846,860	-	10,714	-	1,799,053	49,630,773	1,810,000	54,097,400
Transportation	735,325	-	5,561,707	-	1,100,021	-	-	7,397,053
Human Services	2,455,698	-	554,909	-	11,235,430	-	-	14,246,037
Culture and Recreation	13,548,975	-	1,127,898	-	10,824,292	-	177,000	25,675,165
Debt Service	1,078,797	-	-	5,030,838	-	5,744,121	-	11,853,756
Other Financing Uses	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	108,234,583	11,648,807	31,335,607	5,030,838	32,382,734	55,910,360	9,913,778	254,456,707
Transfers Out	9,443,739	-	72,109	-	-	4,534,233	-	14,050,081
Fund Balances/Reserves/Net Assets	-	-	-	-	-	-	-	-
TOTAL APPROPRIATED EXPENDITURES	117,678,322	11,648,807	31,407,716	5,030,838	32,382,734	60,444,593	9,913,778	268,506,788

The tentative, adopted, and/or final budgets are on file in the office of the above referenced taxing authority as a public record.



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2021-917

Agenda Date: 9/13/2021

Status: BUDGET & MILLAGE PUBLIC
HEARINGS

In Control: City Commission

Title

ORDINANCE 2021/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE BUDGET FOR THE DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022; PROVIDING FOR FUNDING THROUGH TAX INCREMENT FINANCING AS PROVIDED FOR IN PART III, CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The budget for the City of Deerfield Beach Community Redevelopment Agency (CRA) was presented to the CRA Board for its consideration on August 10, 2021. The Fiscal Year 2022 CRA budget is hereby presented along with the budgets of the other City funds in accordance with Section 200.065, Florida Statutes.

Recommendation

Staff recommends approval of the City of Deerfield Beach Community Redevelopment Agency Fiscal Year 2022 Budget.

ORDINANCE NO. 2021/

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE BUDGET FOR THE DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022; PROVIDING FOR FUNDING THROUGH TAX INCREMENT FINANCING AS PROVIDED FOR IN PART III, CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, the Deerfield Beach Community Redevelopment Agency (the “CRA”) is considering a budget for the fiscal year beginning October 1, 2021 and ending September 30, 2022 (“Fiscal Year 2022”); and

WHEREAS, the CRA budget for Fiscal Year 2022 has been presented to the City Commission of the City of Deerfield Beach; and

WHEREAS, the City Commission is to approve the CRA’s budget for Fiscal Year 2022 separately from the City’s general budget; and

WHEREAS, the City Commission has reviewed and accepted the CRA’s Fiscal Year 2022 Budget; and

WHEREAS, the CRA Director recommends that the City Commission approve the CRA’s Fiscal Year 2022 Budget and authorize funding for the CRA as set forth in Part III of Chapter 163, Florida Statutes.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Ordinance.

Section 2. The City Commission of the City of Deerfield Beach hereby approves the CRA’s Fiscal Year 2022 Budget, a summary of which is attached hereto as Exhibit “A” and incorporated herein by this reference (a full copy is on file with the City Clerk and is hereby incorporated herein in its entirety by this reference). CRA expenditures shall be made in accordance with the CRA’s Fiscal Year 2022 Budget and as permitted by law.

Section 3. The City Commission hereby authorizes the funding of the CRA Community Redevelopment Trust Fund pursuant to the provisions of Part III, Chapter 163, Florida Statutes, and hereby directs the appropriate governmental entities to comply with the requirement for payment of funds into the CRA Community Redevelopment Trust Fund as provided for in Section 163.387, Florida Statutes.

Section 4. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Ordinance.

Section 5. Should any section or provision of this Ordinance or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof as a whole or part thereof other than the part declared to be invalid.

Section 6. This Ordinance shall take effect immediately upon its passage and adoption on Second Reading.

Section 7. This Ordinance was adopted after a second public hearing on the CRA's Fiscal Year 2022 Budget, and notices of the public hearings were published as required by law, which public hearings were held at 7:00 p.m. on September 3, 2021, and September 13, 2021.

PASSED 1ST READING ON THIS ____ DAY OF _____, 2021.

PASSED 2ND READING ON THIS ____ DAY OF _____, 2021.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

Deerfield Beach
Community Redevelopment Agency
Fiscal Year 2021-2022 Proposed Budget

OPERATING					
ORG	OBJECT	ACCOUNT DESCRIPTION	PROJECT	PROPOSED	BUDGET DESCRIPTION
1908000	5521001	REGULAR SALARY		\$ 277,419	Tax Increment Revenue to pay for the following portion of staff salaries (Director of Economic Development 50%, CRA Project Manager 100%, CRA Administrative Coordinator 100%, City Manager 10%, Assistant City Clerk 25%)
1908000	5521012	SICK LEAVE CONVERSION PAY		\$ 5,000	Once a year in December, every full-time employee who has used less than six days of sick leave during the preceding year may choose to be paid for the unused portion of those days. The payment is calculated using the employee's base hourly rate and not including any additional pay
1908000	5521101	FICA		\$ 22,123	The 7.65% FICA rate is composed of two rates; a 6.2% social security tax that is applied to the first \$106,800 that an employee earns and a 1.45% Medicare tax that is applied to all earnings
1908000	5521204	IMCA PENSION		\$ 22,193	Estimated by city pension contribution for those city employees who are participants in the ICMA defined contribution plan; the city contribution, as a percentage of salary, is 8%
1908000	5522300	INSURANCE SERVICES ALLOCATION		\$ 44,338	Payment to the general fund for insurances required for staff and the agency
1908000	5523927	GENERAL ADMIN CHARGE		\$ 131,645	Payment to the general fund for the services that are provided to support the CRA Fund
1908000	5521003	LONGEVITY		\$ 900	Payment to staff who have greater than 10 years service
1909000	1909000	DEBT SERVICE / BOND PRINCIPAL PAYMENT		\$ 885,000	Principal payment for debt service payments on Florida Municipal Loan Council Covenant Bonds (CRA portion 73% of \$1,210,000)
1909000	1909000	DEBT SERVICE / BOND INTEREST PAYMENT		\$ 200,769	Interest payment for debt service payments on Florida Municipal Loan Council Covenant Bonds
1909000	1909000	DEBT SERVICE / PAYING AGENT FEES		\$ 6,929	Trustee and Administrative fees for debt service payments on Florida Municipal Loan Council Covenant Bonds (CRA portion 73% of \$ 9,492)
1908000	5521006	AUTOMOBILE ALLOWANCE		\$ 6,000	CRA's portion of the cost of one and a half (1.5) vehicles for use by CRA staff
1908000	5521025	CLOTHING ALLOWANCE		\$ 250	Staff clothing
1908000	5523403	CELLULAR PHONE SERVICES		\$ 2,500	Staff cell phone service
1908000	5523513	MINOR TOOLS AND EQUIPMENT		\$ 1,000	Minor administrative office repairs
1908000	5523609	COPIER LEASE		\$ 5,000	Cost of Toshiba lease and maintenance
1908000	5523524	MATERIALS AND MAINTENANCE		\$ 50,000	Materials and maintenance services necessary for CRA Building and Sullivan Park
1908000	5523509	PROFESSIONAL PUBLICATIONS		\$ 500	Funding for development and management newspapers, trade magazines and books.
1908000	5523935	DUES AND MEMBERSHIPS		\$ 700	Annual professional association memberships and Special District Reporting
1908000	5523504	OFFICE SUPPLIES		\$ 1,500	Office supplies as necessary for operations
1908000	5523901	TRAVEL AND TRAINING		\$ 6,500	Mileage reimbursement for CRA Administrative Coordinator (\$4,000), attendance at seminars, workshops and regional meetings
1908000	5523902	PRINTING		\$ 1,500	Printing of brochures, hand-outs and annual report
1908000	5523921	ADVERTISING		\$ 500	Advertising in newspapers, industry publications and exhibits
1908000	5526043	OTHER MACH AND EQUIP		\$ 1,900	Laptop replacement for CRA Staff
OPERATING TOTAL				\$ 1,674,166	
OTHER CONTRACTUAL(NON-CAPITAL)					
ORG	OBJECT	ACCOUNT DESCRIPTION	PROJECT	PROPOSED	BUDGET DESCRIPTION
1908000	5523216	LANDSCAPING SERVICES		\$ 10,000	Small landscaping projects within the CRA
1908000	5523299	ADA COMPLIANCE SERVICES		\$ 12,000	Funding for document remediation and ADA compliance
1908000	5523299	LEGAL SERVICES		\$ 48,000	Contractual services provided by the CRA Attorney for legal services
1908000	5523006	INTERNAL AUDITING SERVICES		\$ 6,459	Marcum LLP Independent audit of CRA financials as required by statute; based on 4 year contract
1908000	5523299	BUSINESS MARKETING		\$ 20,000	Business Marketing within the CRA
1908000	5523299	ANNUAL REPORT DESIGN SERVICES		\$ 5,000	Annual report design as required by statute
1908000	5523299	OTHER PROFESSIONAL SERVICES AS NEEDED		\$ 250,000	Other professional services as determined by the CRA Board
OTHER CONTRACTUAL TOTAL				\$351,459	

PROGRAMS					
ORG	OBJECT	ACCOUNT DESCRIPTION	PROJECT	PROPOSED	BUDGET DESCRIPTION
1908000	5713230	COMMUNITY POLICING		\$ 75,000	Cost of BSO Deputy Detail to provide additional security in the CRA
1908000	5793574	SPECIAL EVENTS		\$ 174,000	Funding for 4th of July Celebration (\$85,000), December Holiday Celebration (Event \$20,000 and Lighting \$55,000), Dr. Guy Harvey Art Opening (\$10,000), Greater Pompano, Lighthouse Point and Deerfield Beach Holiday Boat Parade (\$4000)
1908000	5523595	ART IN PUBLIC PLACES		\$ 220,000	Public art project at the Main Beach Parking Lot, Hillsboro Bridge and Dr. Guy Harvey Art Installation
1908000	5523959	COMMERCIAL FAÇADE IMPROVEMENT LOAN PROGRAM		\$ 417,147	Funds to partner on façade improvements to storefronts in the CRA District and past year awards
PROGRAMS TOTAL \$886,147					

CAPITAL PROJECTS					
ORG	OBJECT	ACCOUNT DESCRIPTION	PROJECT	PROPOSED	BUDGET DESCRIPTION
			S-CURVE UTILITIES & UNDERGROUNDING	01000CRA	S-Curve Utilities Undergrounding and Streetscape Improvements
1908000	5396311	LIGHTING		\$ 1,750,000	Streetscape Construction, Utility Undergrounding
1908000	5396311	OTHER CONTRACTUAL		\$ 60,000	Design, Permitting and Construction Administration
			ISLAND MOBILITY	10000CRA	Relocation of Bus Shelter and Streetscape Improvements
1908000	5596304	INFRASTRUCTURE AND CAPITAL IMPROVEMENTS		\$ 947,000	Construction
1908000	5596304	OTHER CONTRACTUAL SERVICES		\$ 60,000	Design, Permitting and Construction Administration
			OCEAN WAY BOLLARD		Installation of pedestrian bollards along Ocean Way
1908000	5596304	INFRASTRUCTURE AND CAPITAL IMPROVEMENTS		\$ 900,000	Construction
1908000	5596304	OTHER CONTRACTUAL SERVICES		\$ 60,000	Design, Permitting and Construction Administration
			SULLIVAN PARK FACILITY	03000CRA	Phase II of Sullivan Park Expansion-Sullivan Park Facility
		INFRASTRUCTURE AND CAPITAL IMPROVEMENTS		\$ 2,500,000	Construction
1908000	5596304	OTHER CONTRACTUAL SERVICES		\$ 370,196	Design, Permitting and Construction Administration
			MAIN BEACH PARKING LOT		Construction of ampitheater style stairs at the Main Beach Parking Lot
1908000	5526308	MAIN BEACH PARKING LOT	MAIN BEACH PARKING LOT SEATING IMPROVEMENTS	\$ 250,000	Construction
1908000	5526308	OTHER CONTRACTUAL SERVICES		\$ 52,060	Design, Permitting and Construction Administration
			INTERNATIONAL FISHING PIER IMPROVEMENTS	13000CRA	Construction of fishing improvments
1908000	5596304	INFRASTRUCTURE AND CAPITAL IMPROVEMENTS		\$ 52,750	Construction
1908000	5596304	OTHER CONTRACTUAL SERVICES			
CAPITAL TOTAL \$ 7,002,006					

Fiscal 2022 Budget Summary	
Total Proposed CRA Budget	\$ 9,913,778
Projected Tax Increment Revenue: Fiscal 2022	\$ 4,534,994
Total Carryover: Fiscal 2021	\$ 5,378,784
Total Available TIR Funds	\$ 9,913,778

City of Deerfield Beach CRA Five-Year Capital Improvements Plan (CIP) FY 2023-2027

Proposed 8/10/2021

ACQUISITION/REDEVELOPMENT

	<u>Total Cost</u>	<u>FY 2023</u>	<u>FY 2024</u>	<u>FY2025</u>	<u>FY2026</u>	<u>FY2027</u>	<u>5 Year Total</u>
Hillsboro Boulevard Commercial Acquisition						\$ 2,000,000	
ACQUISITION/REDEVELOPMENT TOTAL	\$ 2,000,000					\$ 2,000,000	\$ 2,000,000

PARKING IMPROVEMENTS

		<u>FY 2023</u>	<u>FY 2024</u>	<u>FY2025</u>	<u>FY2026</u>	<u>FY2027</u>	<u>5 Year Total</u>
Purchase of Island Entryway / NE 1st St Properties	\$ 2,000,000			\$ 2,000,000			\$ 2,000,000
Island Entryway Improvements	\$ 2,000,000				\$ 2,000,000		\$ 2,000,000
Main Beach Parking Lot	\$ 3,000,000		\$ 3,000,000				\$ 3,000,000
PARKING TOTAL	\$ 7,000,000		\$ 3,000,000	\$ 2,000,000	\$ 2,000,000		\$ 7,000,000

PARK IMPROVEMENTS

		<u>FY 2023</u>	<u>FY 2024</u>	<u>FY2025</u>	<u>FY2026</u>	<u>FY2027</u>	<u>5 Year Total</u>
Sullivan Park Facility	\$ 3,500,000	\$ 3,500,000					\$ 3,500,000
PARK TOTAL	\$ 3,500,000	\$ 3,500,000					\$ 3,500,000

OVERALL TOTALS	\$ 12,500,000	\$ 3,500,000	\$ 3,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 12,500,000
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City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2021-914

Agenda Date: 9/13/2021

Status: PUBLIC HEARINGS –
SECOND READING

In Control: City Commission

Title

P.H. 2021-111: ORDINANCE 2021/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, REZONING APPROXIMATELY 11.95 GROSS ACRES LOCATED AT 500-730 NE 38TH COURT, 501-731 NE 38TH COURT, 500-750 NE 39TH STREET AND 3851 N. DIXIE HIGHWAY FROM ONE-FAMILY DETACHED DWELLING DISTRICT (RS-4c) AND INTENSE COMMERCIAL BUSINESS DISTRICT (B-3c) TO PLANNED DEVELOPMENT DISTRICT (PDD) (APPLICATION 19-R-188); PROVIDING FOR A MAXIMUM OF 155 DWELLING UNITS; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Current Activity

The applicant, Broward County Housing Authority, is requesting approval to rezone the subject parcels from RS-4c (One-family detached dwelling district) and B-3c (Intense Commercial Business District) to PDD (Planned Development District). The existing zoning designation for the parcels are subject to Broward County Land Development Code and rezoning the parcels would make consistent with City zoning. The applicant is proposing to rezone the parcels to accommodate 155 affordable housing units.

Pursuant to *Section 98-68.-PDD, Planned Development District* of the Land Development Code, the rezoning request includes a statement of need, conceptual master plan, as well as proposed property development requirements for which the site development plan shall be in compliance. The applicant has submitted a master conceptual plan that demonstrates development of the subject parcels into nine 1-story garden apartments for a total of 80 units, and one 8-story apartment building consisting of 75 units for senior housing. There are a mix of unit-types proposed, including: 40 one-bedroom apartments, 35 two-bedroom apartments, 44 two-bedroom garden apartments, and 36 three-bedroom garden apartments, for a total of 155 units. All units that are proposed will be affordable and/or workforce housing. A community building, playground, and dog park are also proposed on the plans.

The applicant is required by Code to enter into a Development Agreement with the City, which must be approved by City Commission as part of the rezoning. The Development Agreement will be heard as a separate item at the second reading of the rezoning.

In 2019, the City Commission approved the applicant's request for allocation of 115 flex units for future affordable housing (Resolution 2019/127) for this project. The remaining flex units available to the City for future use after adoption of Resolution 2019/127 is 1,562 units.

A traffic impact study was submitted by the applicant for the proposed rezoning and all findings approved by the City's traffic engineering consultant.

The Planning and Zoning Division is unaware of any historical significance of the property or prior historical activities associated with the sites.

On May 6, 2021, Planning and Zoning Board voted to recommend denial of the application to the City Commission.

Following the Planning and Zoning Board meeting, the applicant held two additional community meetings on June 9 and July 12, 2021 to expand their public outreach efforts and obtain more input from surrounding residents. A third meeting was scheduled for August 2, 2021.

The applicant has requested the rezoning application proceed to City Commission for hearing.

At the First Reading of this Ordinance, the Applicant preferred the following additional conditions of approval:

1. The apartment building shall be limited to a maximum height of 65ft.
2. Easements shall be provided to the adjacent property owners who have an existing fence that encroaches on the Property.
3. Privacy walls shall be installed along the south and west side of the apartment building property.

These conditions have been included in the Second Reading version of the Ordinance.

ORDINANCE NO. 2021/

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, REZONING APPROXIMATELY 11.95 GROSS ACRES LOCATED AT 500-730 NE 38TH COURT, 501-731 NE 38TH COURT, 500-750 NE 39TH STREET AND 3851 N. DIXIE HIGHWAY FROM ONE-FAMILY DETACHED DWELLING DISTRICT (RS-4c) AND INTENSE COMMERCIAL BUSINESS DISTRICT (B-3c) TO PLANNED DEVELOPMENT DISTRICT (PDD) (APPLICATION 19-R-188); PROVIDING FOR A MAXIMUM OF 155 DWELLING UNITS; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, the City Commission, as the governing body of the City of Deerfield Beach, Florida, pursuant to the authority in Chapter 163 and Chapter 166, Florida Statutes, and the City of Deerfield Beach Code of Ordinances, is authorized and empowered to consider applications related to zoning and land development orders; and

WHEREAS, the Broward County Housing Authority (the “Applicant”) has applied for a rezoning of approximately 11.95 gross acres of land consisting of several parcels generally described as PARCEL "A", TOGETHER WITH LOTS 1 THROUGH 42 OF (JACK) HUMPHRIES VILLAS, according to the plat thereof as recorded in Plat Book 81, Page 9 and located at 500-730 NE 38th CT, 501-731 NE 38 CT, 500-750 NE 39th ST., and 3851 N Dixie Highway, Deerfield Beach, Florida, (collectively, the “Property”) from One-Family Detached Dwelling District (RS-4c) and Intense Commercial Business District (B-3c) to Planned Development District (PDD) (the “Rezoning”); and

WHEREAS, as required by Section 98-68 “PDD, planned development district” of the City’s Land Development Code (the “Code”), the Rezoning application includes a statement of need, conceptual master plan, and proposed property development requirements and is subject to execution of a Development Agreement in compliance with the Code; and

WHEREAS, the proposed use on the Property is 155 residential affordable or workforce housing dwelling units; and

WHEREAS, Applicant has submitted a master conceptual plan that demonstrates development of the Property into nine 1-story garden apartments for a total of 80 units, and one 8-story apartment building consisting of 75 units for senior housing, with a community building, playground and dog park (the “Development”); and

WHEREAS, in 2019, the City Commission approved the Applicant’s request for allocation of 115 flex units for affordable housing (collectively, the “Flex Units”) via Resolution 2019/127; and

WHEREAS, the Deerfield Beach Planning and Zoning Board reviewed the Rezoning application on May 6, 2021, as required by Florida Statutes, and recommended denial; and

WHEREAS, the notice and hearing requirements have been satisfied; and

WHEREAS, the City Commission has considered the evidence and testimony presented by the Applicant and other interested parties, and the criteria in Section 98-68(g) of the Code, and the recommendations of the various City of Deerfield Beach review agencies and staff; and

WHEREAS, the City Commission has determined that the proposed Rezoning, with the allocation of the Flex Units, is consistent with the City of Deerfield Beach Comprehensive Plan designation of Residential Low (5 dwelling units/acre) and Commercial for the Property; and

WHEREAS, the City Commission of the City of Deerfield Beach finds it in the best interest of the City to Rezone the Property to Planned Development District (PDD).

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above “WHEREAS” clauses are true and correct and are incorporated herein.

Section 2. The Rezoning of the Property from One-Family Detached Dwelling District (RS-4c) and Intense Commercial Business District (B-3c) to Planned Development District (PDD) is hereby approved, subject to the following conditions all of which shall be satisfied by the Applicant prior to the issuance of any building permit: (i) the conditions set forth in the DRC report, dated April 16, 2021, and (ii) execution, and the recording in public record, of a Development Agreement, in a form approved by the City Attorney, in compliance with Section 98-68 of the Code and providing at a minimum for all of the following:

1. Construction of up to 155 affordable residential units in up to two (2) phases, with Phase I consisting of the one story villas / garden apartments (up to 80 units) and Phase 2 consisting of senior housing (up to 75 units).
2. The Developer shall commit all residential units on the Property as affordable housing units, with all such units memorialized by a Restrictive Covenant, which shall be recorded prior to issuance of the first building permit for a residential unit in the Development.
3. As part of the site plan application, the Developer shall be required to work with all utility providers to ensure existing and required infrastructure is incorporated in the Development.
4. The design elements, including landscaping and architecture, shall adhere to the City’s Pioneer Grove Design Standards. Such design shall also include opportunities to increase pedestrian connectivity with the surrounding neighborhood and within the Property itself.
5. Provision of a minimum of two parklets at the corners along NE 8th Avenue, each approximately 2,500 square feet in area and to provide places with shade and aesthetic landscaping for the neighborhood’s pedestrian traffic. The Developer and City staff will determine the final uses and features to be included in these parklets through the site plan approval process.
6. In the villas/garden apartments portion of the Property, the Developer shall provide recreational amenities in the form of a multi-purpose clubhouse (approximately 3,500 square feet), a dog park, and a playground for its residents. In the senior housing

apartments, the recreational amenities shall be provided within the building and include: a clubhouse room, fitness center, and outdoor deck at the fourth-floor level.

7. The Developer, or its management agent, shall take on all ownership and maintenance responsibilities for the parklets and all recreational amenities for the Development.
8. The Developer shall enter into a shared use parking agreement between the two development phases that will include a provision that at least five (5) parking spaces on the villas/garden apartments site be reserved for employees of the senior housing phase and their related visitors (i.e. inspectors, compliance officers, etc). Such agreement shall be recorded in the public record prior to the issuance of the first building permit for the first residential unit in the first phase of the Development.
9. Compliance with the PDD property development regulations approved as part of this Rezoning application and that are specific to this Property.
10. The apartment building shall be limited to a maximum height of 65 feet.
11. Easements shall be provided to the adjacent property owners to the project who have an existing fence that encroaches on the Property.
12. Privacy walls shall be installed along the south and west side of the apartment building.

Section 3. All sections or parts of the City Code of Ordinances, all ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 4. Should any section or provision of this ordinance or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder of this Ordinance.

Section 5. This Ordinance shall be in full force and effect immediately upon its passage and adoption on second reading.

PASSED 1ST READING ON THIS ____ DAY OF _____, 2021

PASSED 2ND READING ON THIS ____ DAY OF _____, 2021

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK

**CITY OF DEERFIELD BEACH, FLORIDA
NOTICE OF PUBLIC HEARING**

YOU ARE HEREBY NOTIFIED that the second public hearing will be before the City Commission on **Monday, September 13, 2021** at 7:00 p.m. in the City Commission Chambers, City Hall, 150 NE 2nd Avenue, Deerfield Beach, Florida, and/or utilizing communications media technology with some elected officials and City staff participating through video conferencing via Zoom (virtual meeting) to consider the following:

P.H. 2020-111: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, REZONING APPROXIMATELY 11.95 GROSS ACRES LOCATED AT 500-730 NE 38TH COURT, 501-731 NE 38TH COURT, 500-750 NE 39TH STREET AND 3851 N. DIXIE HIGHWAY FROM ONE-FAMILY DETACHED DWELLING DISTRICT (RS-4c) AND INTENSE COMMERCIAL BUSINESS DISTRICT (B-3c) TO PLANNED DEVELOPMENT DISTRICT (PDD) (APPLICATION 19-R-188); PROVIDING FOR A MAXIMUM OF 155 DWELLING UNITS; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

INSERT MAP HERE

Copies of the Ordinances are available for public inspection in the City Clerk's Office, 150 N.E. 2nd Avenue, Deerfield Beach, Florida 33441. All interested persons are urged to attend the Public Hearing(s), send a representative or express their views by letter.

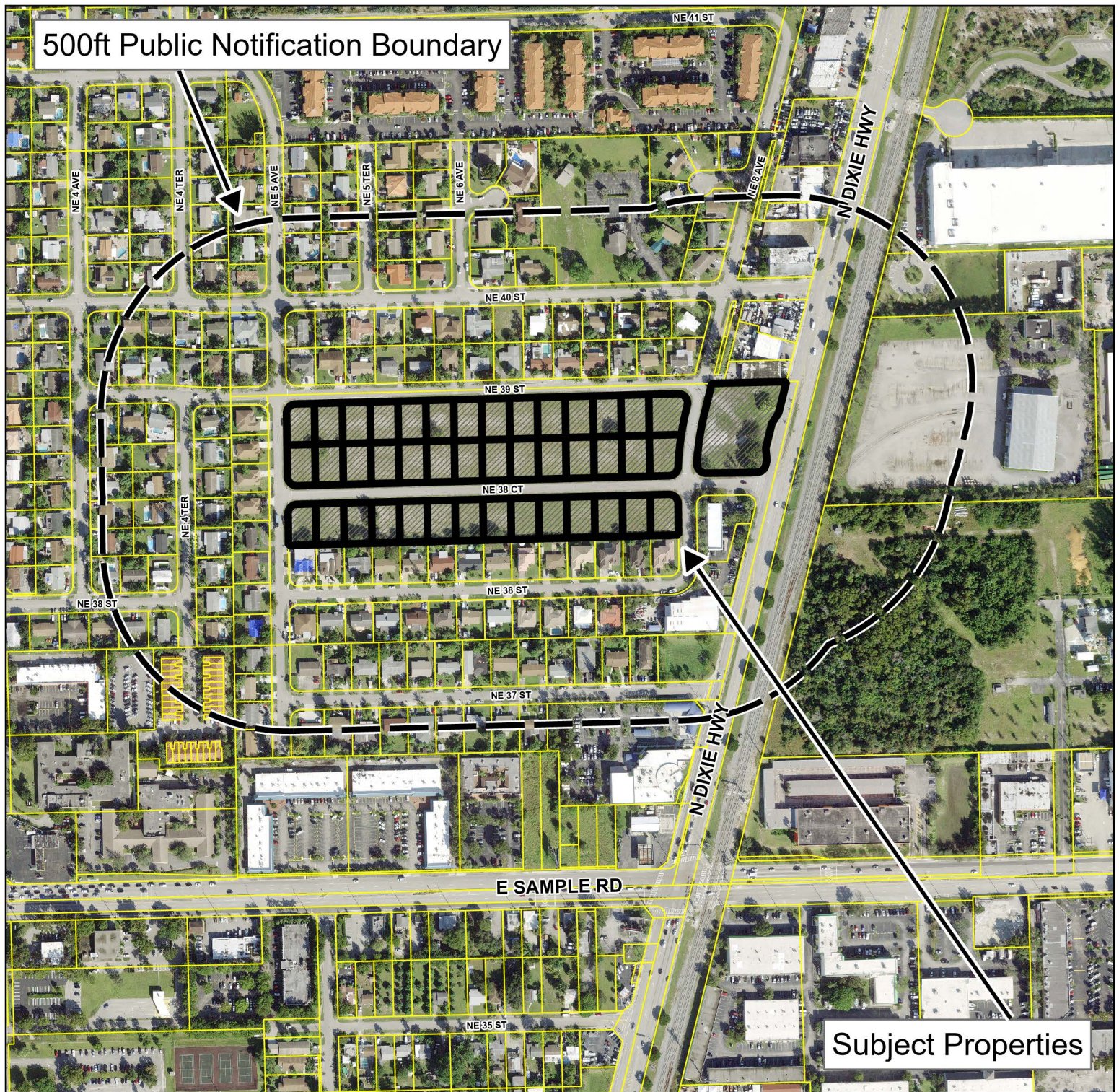
You may either be present in person at the Public Hearing(s), represented by counsel or letter. All interested persons take due notice of the time and place of the Public Hearing and govern yourselves accordingly.

Any person who decides to appeal any decision of the City Commission with respect to any matter considered at this meeting would need a record of the proceedings. And for such purpose, may need to ensure that verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Any person requiring auxiliary aids and services at this meeting may contact the City Clerk's Office at (954) 480-4213 at least 24 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by using the following numbers: 1-800-955-8770 or 1-800-955-8771.

BY: SAMANTHA GILLYARD, CMC, CITY CLERK

Publish: Sun-Sentinel
Thursday, September 2, 2021



Public Hearing Notice Map

Rezoning Application No. 19-R-188

500 - 730 NE 38th CT

501 - 731 NE 38th CT

500 - 750 NE 39th ST

3851 N Dixie Hwy

For additional information
call the Planning Department at 954-480-4206
or visit www.deerfield-beach.com/boardagendas

0 200 400
Feet





Development Review Committee

Summary Report

Development Plan Application Review

General Information

Application No.	19-R-188
Project Name:	Tallman Pines PDD Rezoning
Applicant:	Broward County Housing Authority
Agent:	Dilia Tabora of Housing Trust Group, LLC
Requested Action/Description:	Rezoning application seeking approval to rezone the subject parcels from RS-4c (One-Family Detached Dwelling District) and B-3c (Intense Commercial Business District) to PDD (Planned Development District).
Location:	500-730 NE 38 th CT, 501-731 NE 38 CT, 500-750 NE 39 th ST., 3851 N Dixie HWY
Legal Description:	Generally described as several parcels of land on PARCEL "A", TOGETHER WITH LOTS 1 THROUGH 42 OF (JACK) HUMPHRIES VILLAS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 81, PAGE 9
Size:	11.95 gross acres (9.06 net acres)
Existing Zoning:	RS-4c (One-Family Detached Dwelling District) & B-3c (Intense Commercial Business District)
Existing Land Use:	Vacant land
Future Land Use Plan Designation:	Residential Low (5 DU/AC) & Commercial
Surrounding Land Use and Zoning:	
Existing Land Use	Zoning
North: Single-Family Residence	RS-4c
East: Dixie Highway & Warehouse/Office	B-3c
South: Single-Family Residence	RS-4c
West: Single-Family Residence	RS-5 & RS-4c

Applicable Regulations:

Broward County Land Development Code

Plat Restrictions:

N/A

Department Comments & Requirements

REQUEST:

The applicant, Broward County Housing Authority, is requesting approval to rezone the subject parcels from RS-4c (One-Family Detached Dwelling District) and B-3c (Intense Commercial Business District) to PDD (Planned Development District). The existing zoning designation for the parcels are subject to Broward County Land Development Code. Rezoning the parcels would make the proposed development consistent with City zoning.

The applicant is proposing to rezone the parcels to accommodate 155 affordable housing units. Pursuant to *Section 98-68.-PDD, Planned Development District* of the Land Development Code, the rezoning request includes a statement of need, conceptual master plan, as well as proposed property development requirements for which the site development plan shall be in compliance.

The applicant has submitted a master conceptual plan that demonstrates development of the subject parcels into nine 1-story garden apartments for a total of 80 units, and one 8-story apartment building consisting of 75 units for senior housing. All units that are proposed will be for affordable and/or workforce housing. The master plan demonstrates a mix of units, including: 40 one-bedroom apartments, 35 two-bedroom apartments, 44 two-bedroom garden apartments, and 36 three-bedroom garden apartments, for a total of 155 units. A community building, playground, and dog park are also proposed.

The applicant is required by Code to enter into a Development Agreement with the City, which must be approved by City Commission as part of the rezoning.

BACKGROUND:

Applicants for rezoning to PDD district must demonstrate, through a statement of need, that there are unique property characteristics that impede the development of the properties under strict application of the Code, development is apparent and will enhance economic development strategies of the City.

In 2019, the City Commission approved the applicant's request for allocation of 115 flex units for future affordable housing (Resolution 2019/127) to this project. The remaining flex units available to the City for future use after adoption of Resolution 2019/127 is 1,562 units.

The applicant is required to submit a subsequent site plan application for the proposed development subject to approval of the rezoning and development agreement by the City Commission.

A traffic impact study was submitted by the applicant for the proposed rezoning and all findings approved by the City's traffic engineering consultant. The proposed residential units are expected to produce 994 trips per day with 64 trips occurring during the AM peak and 78 trips occurring in the PM peak hour. The report has found project impacts to

be minimal. Once the development is completed and occupied, the report advises the applicant contacts the County to review and optimize signal timing of area wide traffic signals, if required. This will be included in the review of the site plan application.

The Planning and Zoning Division is unaware of any historical significance of the property or prior historical activities associated with the sites.

SUMMARY OF DEVELOPMENT REVIEW COMMITTEE COMMENTS:

The application has been reviewed by the Development Review Committee (Planning & Zoning, Landscape, Environmental Services, Traffic). Staff comments have been addressed and the application is considered to be in compliance with the Land Development Code. Staff DRC comments are attached to this report.

PLANNING CONSIDERATIONS:

1. Compliance with the Comprehensive Plan.

The Future Land Use (FLU) Map designation identifies the parcel as Residential Low (5 DU/AC) and Commercial. The proposed use of the property is permitted within this designation and in compliance with the Deerfield Beach Comprehensive Plan FLU element subject to allocation of flex units. The rezoning to PDD (Planned Development District) will facilitate residential uses in compliance with the proposed Deerfield Beach Comprehensive Plan FLU designation. The request provides for additional housing opportunities within the City, consistent with the Goals, Objectives and Policies of the Deerfield Beach Comprehensive Plan.

2. Finding of compatibility of a proposed development with adjacent and neighboring (500 feet) uses and zoning.

The property is proposed to be rezoned to PDD (Planned Development District) and development thereon will be subject to the development requirements proposed within the rezoning report and development agreement, which will accompany the rezoning. The site plan application must comply with the requirements as set forth in the development requirements in the rezoning report.

The predominant land use of the surrounding area, specifically within 500 feet of this property is single family residential to the north, south and west. The property abuts Dixie Highway with some office/warehouse uses to the east. The proposed PDD zoning is compatible with the adjacent and neighboring uses and zoning.

3. Compliance with Land Development Code Section 98-68. – PDD, planned development district.

(1) The development and redevelopment of properties is apparent;

The applicant is proposing to develop the subject parcels into nine 1-story garden apartments for a total of 80 units, and one 8-story apartment building consisting of 75 units for senior housing with parking garage and residential amenities. The applicant will be submitting a site plan application to accommodate the proposed development. The master conceptual plan is included within the PDD report.

- (2) *The development and redevelopment of properties shall enhance the economic development strategies of the City of Deerfield Beach; and*

The land is currently vacant. The development of the parcels into multifamily residential units will create additional affordable housing options for existing residents and seniors. The mix of units expands opportunities for a greater range of housing and neighborhood choices to attract new residents.

- (3) *The development of properties with unique property characteristics, natural or man-made, that impede the development of these properties under the strict application of the regulations of the Land Development Code.*

The existing zoning designations for the parcels are RS-4c and B-3c. Rezoning the properties to PDD will unify the zoning district under City Code and allow for greater opportunity for cohesive residential development. The PDD proposes alternatives to the standard development regulations of the existing zoning designations, such as building height, setbacks, and parking to enable the development of 155 affordable residential units.

SUMMARY & REQUIREMENTS

Staff's review of Application 19-R-188 has found that the proposed project is consistent with the goals, objectives and policies of the Future Land Use Element of the Deerfield Beach Comprehensive Plan and Land Development Code.

This report contains the requirements of the Deerfield Beach Development Review Committee members relative to this site development plan application. If there are any questions or issues regarding compliance with any of the requirements in this report, the respective department should be contacted directly.

Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	Broward Housing Rezoning	County Authority	Application No.:	19-R-188
Reviewer Name:	Tina Jou			
Department / Division:	Planning & Zoning			
Position:	Principal Planner			
Date of Review:	4/13/2021			
Submittal No.:	6			

A. APPLICATION / GENERAL COMMENTS:

1.	Per Section 98-13(b), the applicant is required to provide Disclosure Affidavit for property owner(s), applicants, and agent(s)
1.a.	Comment not addressed. Original disclosure affidavits are required for representative of Keith & Associates and Keith M. Poliakoff.
1.b.	Comment addressed.
2.	Per Section 98-13(b), the applicant is required to provide Letter of Authorization from the owner/applicant granting an agent authorization to submit/represent the project. Provide documentation that Parnell Joyce is permitted to represent Broward County Housing Authority.
2.a.	Comment addressed.
3.	Address listed on application having a street address of NE 39 th Street are incorrect as they are located on NE 38 th Court (501, 511, 521, 531, 541, 601, 611, 621, 631, 641, 701, 711, 721, 731 NE 38 CT.) Correct street name on application and other documentation/forms.
3.a.	Comment addressed.
4	Section II Project Description states seven story apartment building is proposed with 75 senior living residential units (pages 6, 13, and 14). During previous conversations with the applicant, it was staff's understanding that the senior living component would be included with the villas and the multi-family component would be affordable housing. However, the project description states the opposite. Confirm project description and clarify if plans have changed.
4.a.	Comment acknowledged.
5.	Section II Project Description states the applicant intends on vacating a portion on NE 38 th Court to accommodate the development. Note, a separate vacation application will be required and can be reviewed concurrently with site plan. Site plan approval will be subject to approval of right-of-way vacation.

Development Plan Application Comments

5.a.	Comment pending. While project description has been revised, Section V. Minimum site requirements (page 10) states that ROW is proposed to be vacated. ROW Vacation application (Attachment H on website) is required prior to approval of site plan. http://www.deerfield-beach.com/DocumentCenter/View/35/Attachment-H---Application-for-Abandonment--Vacation-
5.b.	Comment pending. Response sheet states there will be no request for ROW vacation and statement was removed from the PDD report; however, proposed terms of Development Agreement references request for ROW vacation of NE 38th St. Confirm if intention is to vacate ROW. If applicant does not intend to vacate the right-of-way (NE 38th Court), the road will remain as a publicly accessible roadway, and therefore, shall comply with applicable requirements. Pursuant to Section 98-88(e) Access, The parking plan must be so arranged that each automobile may be placed and removed from the parking space assigned thereto and taken to and from the property without the necessity of moving any other automobile to complete the maneuver or backing into a right-of-way to complete the maneuver. Conceptual plan shall be revised to consider location of parking to comply with Code requirements if applicant does not intend to vacate.
5.c.	Comment addressed.
6.	Section II Statement of Need (3) states the project will have customized setbacks, buffers, and building/siting orientation. However, the report also states the project will comply with City landscape requirements. Clarify if any deviation from the required landscape buffers are being requested as part of PDD rezoning.
6.a.	Comment addressed. Applicant states project will comply with Code requirements.
7.	Page 9 of PDD reports states a Development Agreement will be provided "under separate cover"; however, one has not been submitted. Submit proposed development agreement for staff and city attorney review. The development agreement shall be reviewed concurrently with the rezoning.
7.a.	Comment pending. Per Section 98-68(c) Development Agreement Required, <i>Applicants for rezoning to the PDD district must submit a development agreement, including a statement of need, to be considered by the city commission in conjunction with the rezoning application.</i>
7.b.	Comment Pending. Staff is in review of terms of the Development Agreement. Comments to Development Agreement will be forthcoming once review is finalized.
7.c.	Comment Pending. Staff is in review of terms of the Development Agreement. Comments to Development Agreement will be forthcoming once review is finalized.
7.d.	Comment Pending. Staff is in review of terms of the Development Agreement. Comments to Development Agreement will be forthcoming once review is finalized.
7.e.	Comment Pending. See staff comments below related to the Agreement. City Attorney review of Agreement is attached under separate cover.
8.	Section VI. Development Requirements - provide justification for all deviations from Code requirements including height, setbacks, parking, landscaping, etc. as applicable. Note, any deviations from Code shall be included in this application.

Development Plan Application Comments

	Comment pending. The chart does not include justifications for deviations from Code, such as height, setbacks, and lot coverage.
8.a.	Remove “Low Residential” and “Commercial” from Max. Density row as it is not applicable. Lot coverage percentage on overall site plan does not match lot coverage percentage in table. Revise documents/plans to be consistent.
8.b.	Comment pending. Applicant shall adequately justify any deviations from the Code, including but not limited to building height and setbacks. Height: Provide further justification and explanation of the height of all structures in relation to surrounding neighborhood and adjacent properties, as well as the need for the height increase. Indicate where structures are tallest and shortest, while providing context to the massing of the buildings in relation to the neighbors. Setbacks: Provide additional landscape buffers and discuss other measures proposed to mitigate negative impacts of reduced setbacks adjoining single-family residential properties. Provide further explanation as to how the proposed scope meets Pioneer Grove standards.
8.c.	Comment pending. The setback measurements listed in the PDD report (pages 10-12) conflict with the measurements provided in the site plan drawing and site data table. For example, for the senior living apartment building, the setback on the drawing states 9’2”, while the data table and report state 15’. The setback to 38th Court shows approximately 11’, while the table states 5 ft. Ensure minimum setbacks as provided on site plan, site data table, and report are consistent. Due to the recent conversation that the project has potential for phasing, the applicant shall split the site data tabulation on pg. 12 into two separate tables – one for RS-5 and one for B-3c with separate justifications for them.
8.d.	Comment addressed.
9.	PDD report states building is proposed to be seven stories; however, maximum building height listed on page 10 is 85 feet. Revise report to clarify height of building throughout document.
9.a.	Comment addressed.
10.	Table 1 Dimensional Requirements shall include all information listed within the schedule of dimensional regulations, such as landscape area, floor area ratio, minimum floor areas, corner setbacks, etc.
10.a.	Comment addressed.
11.	Remove “PDD” column from Table 1 as the proposed column will be the dimensional requirements of the PDD should City Commission approve the rezoning.
11.a.	Comment addressed.
12.	Parking calculations provided in Table 2 (page 11) of the report conflict with parking calculations provided on master conceptual plan. There are parking concerns for the villas and apartments as justification and explanation needs to be provided for the provision of guest parking.

Development Plan Application Comments

12.a.	Comment pending. Parking requirements in report are not consistent with the total parking proposed on overall site plan. Revise report and overall site plan to be consistent. Provide justification and explanation for provision of guest parking. Additionally, Table 2 must be revised to state correct total number of required parking spaces for the 1 bedroom units, which is 32. Revise required and proposed amounts to 32 spaces.
12.b.	Comment pending. PDD Report (pg. 12) states there are 40 guest spaces proposed, while conceptual master plan does not provide for the spaces in parking table. Additionally, PDD report states 377 total parking spaces proposed, while the master conceptual plan states 356 parking spaces proposed. Revise documents to be consistent.
12.c.	Confirm whether community center parking has been calculated twice. Revise calculations for community center consistent with 1 space per 200 square feet as required by Code. Also, the PDD report requests a 10% reduction in the total required spaces for the villas, senior housing, and office space. The table lists 332 required and 320 spaces proposed, which is less than 10%. Site plan proposes 320 spaces. PDD report states that justification for parking reduction is due to less demand for senior housing. Applicant must provide a contingency for the location of the additional parking spaces required if funding for senior housing does not become viable.
12.d.	Comment not addressed. Applicant confirms community center parking is not calculated twice; however parking was not calculated for the community center in this submittal. Parking reduction of 25% is being requested for the senior housing. If including the community facility within requested reduction, it must be stated in the PDD report. The following calculation must be applied for the community facility within the Villa phase: <i>Community pools for residential complexes over 100 units and/or clubhouse—one space per 200 square feet of floor area.</i> Office spaces do not need to be counted if accessory to principal uses for both villas and apartments. If the applicant wishes to provide office spaces for employees, that's fine; however, it should not be labeled or stated as required parking on the site plan or within the report. Revise table in PDD report to state N/A under the required column for office parking.
12.e.	Comment addressed.
13.	Subsection C. Parking Requirements must also clarify whether deviations from parking stall size are being requested. Provide dimensions for parking spaces and number of proposed standard, compact, and ADA spaces. Master conceptual plan shall demonstrate spaces as well.
13.a.	Comment pending. Site Data Tabulations state that parking space dimensions are proposed at 10 ft. x 20 ft. (page 10) while Parking Requirements (page 11) state that a reduction in size of parking spaces is being requested at 9 ft. x 18 ft. Clarify all deviations from Code within justifications and table of proposed dimensional requirements.
13.b.	Comment addressed. Applicant proposing 10x20 foot spaces on conceptual master plan. PDD report states the final site plan will comply with Code should compact spaces be proposed.
14.	Landscaping proposed for the apartments shall also comply with Pioneer Grove standards.

Development Plan Application Comments

14.a.	Comment acknowledged.
15.	Confirm if any deviations from landscaping are being requested.
15.a.	Comment acknowledged. Applicant states that project will comply with landscape requirements. Note, any deviations from the landscape requirements shall be requested at the time of rezoning.
16.	Subsection (2) of VII. Evaluation Criteria shall have a response as to how the proposed project conforms to the purpose and intent of the PDD.
16.a.	Comment pending. Revise response to address comment.
16.b.	Comment Pending. Section VIII (2) response does not sufficiently address the Evaluation Criteria as it mostly restates the purpose of the district stated in the Code. Revise response to address how the rezoning of the property to PDD and proposed scope of work conforms to the purpose of the district as a whole and specifically the criteria as set forth in subsections (b) – (e).
16.c.	Comment Pending. Report must address the criteria within the section.
16.d.	Comment not addressed. Although text throughout the PDD report may be repeated, this section must provide responses to the criteria. Staff will provide examples of previously approved PDD report for reference.
16.e.	Comment addressed.
17.	Exhibits C and E are not clear and difficult to read. Provide legible exhibits upon resubmittal. Ensure entire site area is hatched or outlined on Exhibit C.
17.a.	Comment addressed.
18.	Subsection (4) (page 13) states a traffic study will be provided; however, the applicant has not yet submitted a study. Submit a methodology letter to be approved by the City.
18.a.	Comment pending. Applicant submitted a Traffic Impact Study without submission or approval of a traffic methodology letter. Submit traffic methodology letter for approval by the City. Once approved, the Traffic Impact Study must be revised to follow the approved methodology.
18.b.	Comment pending. See attached comments to Methodology. Review was based on traffic methodology. Once the methodology is accepted by the City's Traffic Consultant, applicant shall submit a traffic impact analysis based on accepted methodology.
18.c.	Comment not addressed. Applicant has not resubmitted traffic methodology as required for review of the revised site plan. Once a revised methodology is submitted that reflects changes to the site plan, the traffic consultant will review and provide comment.
18.d.	Comment addressed.
19.	Provide further explanation/discussion to demonstrate compliance of Subsection (5) (page 13).
19.a.	Comment addressed.
20.	Provide further discussion/clarification on the programming/public use of the clubhouse and playground in report, such as uses, hours of operation, security, public access, etc.
20.a.	Comment pending. Applicant response states clubhouse will contain BCHA office, however, operations have not yet been determined. Public access to the playground will be granted as it is proposed outside gated entries.

Development Plan Application Comments

21.	Report states on page 13 that the community will be gated. Clarify if clubhouse or accessory gated entry is proposed on the site. If so, structures must be shown on the overall site plan.
21.a.	Comment pending. Applicant states gates have been removed; however, if the roads are to remain public, the parking configuration must be revised on master conceptual plan to demonstrate overall compliance with Code.
21.b.	Comment addressed.
NEW COMMENT 3/4/2021	
22.	The following comments are concerning the revisions to the content within the report since the last submittal: 1. Purpose and Intent: The second sentence of the section concerning the flex units and the need for code adjustments must be removed as the approval of the flex units and increased density is not justification for the rezoning. The report must specifically address the criteria within its justification. 2. Page 6 refers to the multi-story apartment building as 8 stories while page 7 states that its 9. The height of the building in stories and feet must be consistent throughout the report. 3. Exhibits are referenced throughout report but are not attached to the hard or electronic copies. 4. Page 19-28 will be discussed during meeting with applicant.
22.a.	Comment addressed.

B.

SURVEY:	
1.	Per Section 98-13(8)(b)(1) Provide a certified boundary survey, in conformance with Chapter 61G17, Florida Administrative Code, no more than one year old from the submittal date and extending to the center line of all adjacent streets, which specifies gross and net acreage or square footage. Survey demonstrates 9.057 acres; however, it must state both net and gross acreage of site. Ensure net and gross acreage stated on the survey are consistent with the net and gross acreage listed in the application and narrative.
1.a.	Comment pending. Survey shall specify both net and gross acreage. Ensure application, report, and site plan are consistent with the calculations provided on the survey.
1.b.	Comment pending. Net acreage on survey states 9.06 acres, while master conceptual plan states total of 8.93 net acres. Revise conceptual master plan and calculations in table and PDD report (as applicable) to be consistent with the survey.
1.c.	Comment addressed.
2.	Survey shall include title policy current within one year showing all title commitments.
2.a.	Comment addressed.
NEW COMMENTS 12/15/2020	
3.	Survey that was included with this submittal does not comply with Code requirement provided in Comment No. 1 of this table (gross acreage, updated title commitment with all encumbrances shown). Resubmit survey that was submitted with Submittal 3. Staff can provide the copy to the applicant electronically upon request.
3.a.	Comment addressed.

Development Plan Application Comments

4.	Survey submitted as exhibit to the Development Agreement is different from the survey submitted with the rezoning/PDD report. Ensure consistency in documents.
4.a.	Comment addressed.

C.

SITE PLAN:	
1.	Demonstrate type and number of parking spaces (i.e. standard, ADA, and compact) on master conceptual plan and site data table. Demonstrate compliance with ADA requirements for villas.
1.a.	Comment pending. Parking calculations on overall site plan are not consistent with rezoning report. Additionally, the type and dimensions of parking spaces were not provided on the site plan and site data table. Note, Code requirements for standard spaces are 10 ft. x 20 ft. and compact spaces are 9 ft. x 18 ft. Code permits a maximum of 75% residential parking spaces to be compact. If project exceeds maximum, justification and explanation shall be provided in rezoning report and specified on site plan.
1.b.	Comment pending. While PDD report states that proposed parking will comply with Code for standard, ADA, and compact spaces, the total parking counts do match the master conceptual plan. Revise documents/plan to be consistent.
1.c.	Comment pending. Confirm whether community center parking has been calculated twice. Revise calculations for community center consistent with Code at 1 space per 200 square feet as required by Code.
1.d.	Comment not addressed. Applicant confirms that community center is not counted twice. However, the following calculation must be applied for the community facility: <i>Community pools for residential complexes over 100 units and/or clubhouse—one space per 200 square feet of floor area.</i> Office spaces do not need to be counted if accessory to principal uses for both villas and apartments. If the applicant wishes to provide office spaces for employees, that's fine; however, it should not be labeled or stated as required parking on the site plan or within the report.
1.e.	Comment addressed.
2.	Provide width of roadway and driveway openings to comply with Code.
2.a.	Comment addressed.
3.	The "Zoning Designation/Rezoning" in site data table is incorrect as it should list the Planned Development District as the district, not Planned Commercial District.
3.a.	Comment addressed.
4.	Revise site data table to include definition of height per City code. Also, maximum height stated on data table is "+-35 feet" and "+- 85 feet". Revise maximum height to be definitive maximum.
4.a.	Comment pending. Code does not measure height of structure to the highest architectural feature. Per Code definition, <i>building height means the vertical distance from the finish grade at the center of the front of the building to the highest point of the roof surface for a flat roof, to the deck line for mansard roofs, and to the mean heights level between eaves and ridges for gable, hip and gambrel roofs.</i> Revise site data table to include the height of structure per Code definition.
4.b.	Comment addressed.
5.	Revise "Existing" column to state "Required" regulations.
5.a.	Comment addressed.

Development Plan Application Comments

D.

ADDITIONAL COMMENTS:	
1.	Submit existing and proposed zoning maps for the subject parcels.
1.a.	Comment pending. Proposed zoning map was not submitted.
1.b.	Comment addressed.
2.	Submit legal descriptions for all affected properties, in hard copy and Word format.
2.a.	Comment pending. Electronic and hard copy format of all affected properties shall be submitted.
2.b.	Comment addressed.
3.	Provide County Plat determination requirements for all affected parcels.
3.a.	Comment pending. County plat determination letter received; Submit documentation from Broward County Planning and Development Management confirming a plat note amendment is not required.
3.b.	Comment pending. Submit documentation from Broward County Planning and Development Management confirming a plat note amendment is not required.
3.c.	Comment not addressed. Document was not provided as stated in response sheet.
3.d.	Comment addressed.
NEW COMMENT AS OF 1/24/2020	
1.	Revise page 12 of PDD Report, D. Landscape Requirements, to state "Pioneer Grove" instead of "Pioneer Village". Ensure correct district is named throughout document.
1.a.	Comment addressed.
2.	Provide explanation on plans for phasing in PDD report. The breakdown provided on conceptual plan is sufficient to demonstrate phasing in PDD report.
2.a.	Comment addressed
3.	Include provision within development agreement related to common areas, such as exterior building/perimeter walls, landscaping, dog park, etc.
3.a.	Comment pending. Staff is in review of terms of the Development Agreement. Comments to Development Agreement will be forthcoming once review is finalized.
3.b.	Comment Pending. Provisions were not included in the Development Agreement. Additionally, provisions for parking referenced in the PDD report should be included in the Development Agreement (phasing, employee parking). Entity responsible for maintenance and management of common open and recreation spaces must be clear.



DEVELOPMENT REVIEW COMMITTEE

Project Name:	Broward County Housing Authority	Application No.:	19-R-188
Reviewer Name:	Harold Hoyte		
Department / Division:	Landscape		
Position:	Landscape Architect		
Date of Review:	4/16/21		
Submittal No.:	6		

A.

LANDSCAPING PLAN:	
1.	Appears that the City Landscape Code is being followed to develop the landscape guidelines. If that is the intent. Use newly released code available on City Website.
1. a.	Comment not addressed. Clearly identify any deviations from the landscape code. If the intent is to follow the landscape code in full, state that in the rezoning report. Note, any deviation from the landscape code must be included within the rezoning request.
1.b.	Comment addressed. Applicant is not requesting any deviation from the landscape code at this time.



DEVELOPMENT REVIEW COMMITTEE

Project Name:	Broward County Housing Authority Rezoning	Application No.:	19-R-188
Reviewer Name:	A. Orellana		
Department / Division:	Environmental Services		
Position:	Plans Reviewer		
Date of Review:	12/10/2020		
Submittal No.:	4		

A. APPLICATION / GENERAL COMMENTS:

1.	Provide a Water and Sewer service anticipated demand comparison analysis between the present zoning maximum development density and the proposed rezoning maximum planned density. Use <i>Broward County WWS GUIDELINES FOR DETERMINING ABILITY TO PROVIDE POTABLE WATER AND WASTEWATER SERVICE</i> to estimate demand values.
1.a	COMMENT ADDRESSED. APPLICANT SHALL OBTAIN BROWARD COUNTY WWS 'ABILITY TO PROVIDE WATER AND SEWER SERVICE' LETTER PRIOR TO SITE PLAN APPROVAL.
2.	Provide a neighborhood-wide Traffic Impact Study analysis of anticipated traffic conditions resulting from the increased population density and the vacation of NE 38 th Court.
2.a	COMMENT PENDING DELIVERY OF TRAFFIC IMPACT STUDY
3.	NEW COMMENT: Considering the response to Comment 21, stating; " <i>No ROW will be vacated and there will be no gates</i> ", please, be aware that parking that requires maneuvering or backing into the public ROW is not permitted by City Ordinance, Section 98-88(e). The Site Plan, as submitted, does not comply with this Ordinance with respect to the NE 38 th Court ROW.
3.a	COMMENT ADDRESSED. Applicant submitted a revised Site Plan in compliance with City Ordinance, Section 98-88(e)

Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

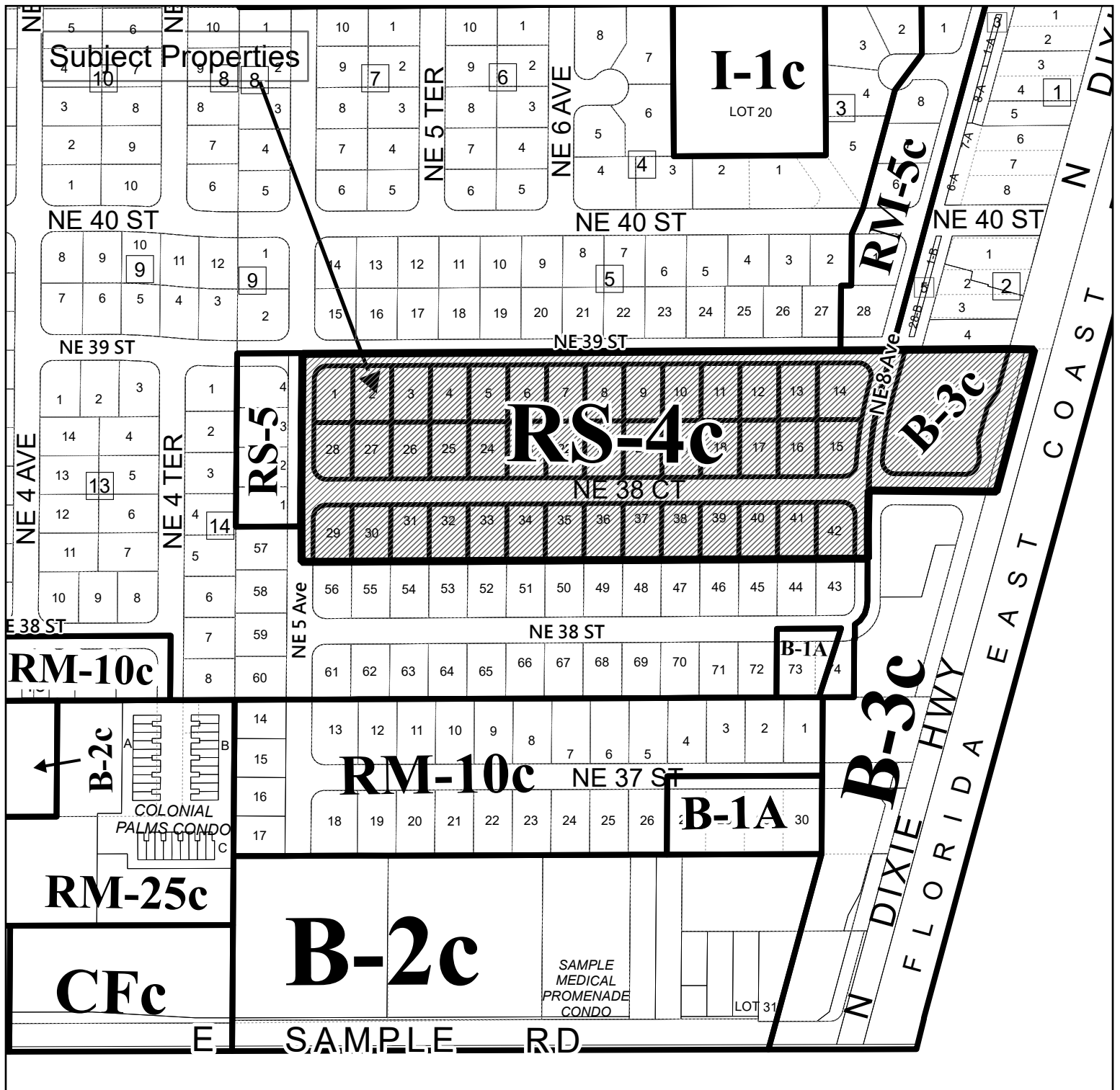
Project Name:	Tallman Pines	Application No.:	
Reviewer Name:	Ynaja Juste	Project Address:	W of N. Dixie Highway - NE 8th Ave & NE 38th Ct.
Department/Division:	Consultant		
Position:			
Date of Review:	4/12/2021		
Submittal No.:	6		

A. TRAFFIC IMPACT STUDY COMMENTS:

	This memorandum summarizes the review findings of the updated Traffic Impact Study prepared by <i>DC Engineers, Inc.</i>, updated March 2021 to address the review comments submitted for the Tallman Pines development application. The Tallman Pines site is bounded by N. Dixie Highway to the east, NE 5th Avenue to the west, NE 38th Street to the south (excluding the existing homes facing NE 38th Street), and NE 39th Street to the north. The applicant is proposing to develop 80 multifamily single-story units and a 75-unit eight-story apartment building according to the updated traffic report and the submitted site plan. The TIS evaluates the potential traffic impacts of the proposed development and determines the project impact on the adjacent roadways and intersection to be minimal.
1.	Page 4 (Existing Conditions): Please specify the full configuration of the roadways mentioned in the vicinity of the project. Stipulate if they are divided or undivided? Response: Page 4 has been modified as requested. The information was added to the revised report. Therefore, this comment is closed.
2.	Page 12 (Figure 4): Please Show the distribution percentages clearly in the figure. The distribution percentages mentioned in the text are not consistent with those shown in figure 4. According to page 11 of the report: "A global distribution of 38 percent to and from the north, 27 percent to and from the south, 27 percent to and from the west and 8 percent to and from the east was utilized." Please revise the figure to show each percentage in its respective quadrant. Response: Figure 4 has been modified to clearly illustrate the global distribution percentages described on report page 11. The figure was modified to reflect the correct percentages. Therefore, this comment is closed.
3.	Page 13, 14 (Figure 5a,5b): Please revise and update figures 5a and 5b to show the correct traffic distribution volume for both AM and PM. For instance, the accurate AM inbound and outbound traffic volumes are 16 and 48, respectively.

Development Plan Application Comments

	Ensure that the legend is consistent with the Inbound and outbound traffic volume shown in table 1 (Trip Generation Summary). Response: Figures 5a and 5b have been modified as requested. The figures were modified to show the correct traffic distribution. Therefore, this comment is closed.
4.	Page 15 (Historic Growth): Please ensure that the calculations of the annual average growth rate are correct. It is standard engineering procedure to take the average growth of all the count stations to generate the growth rate to use for the projection. The growth rates calculated in appendix E (pdf page 79) will result in an average of 1.76 percent. Please review and revise the corresponding section of the report (traffic projection figures and analyses) accordingly. Response: Rather than the weighted average historic growth (used in the February 2021 submittal), the average historic growth of 1.76% has been incorporated as requested. All intersection and roadway segment analyses as well as report figures and tables have been updated accordingly. Response accepted. Therefore, this comment is closed.
5.	Page 16 (Table 2): Please revise the table's source to say HCM 6 instead of HCM 2010. Please consider adding the delays for all the approaches shown in the table. Response: Page 16 (Table 2) has been updated as requested. The table was revised. Therefore, this comment is closed.
6.	Please include, in the appendix, the references of the ITE Trip Generation Manual for the land-use codes used in the report. Response: As the Trip Generation report, published by the Institute of Transportation Engineers (ITE), is copyrighted it may be inappropriate to include pages from the document in our report. The Tallman Pines report text (page 9) shows the trip generation rates and formulae used in the analysis and references the appropriate Land Use Codes (LUC). If you need further information from the Trip Generation report, please contact me at sdanielsen@dcengineersinc.com and I will forward the requested information. Response accepted. Therefore, this comment is closed.



Existing Zoning Map

Rezoning Application No. 19-R-188

500 - 730 NE 38th CT

501 - 731 NE 38th CT

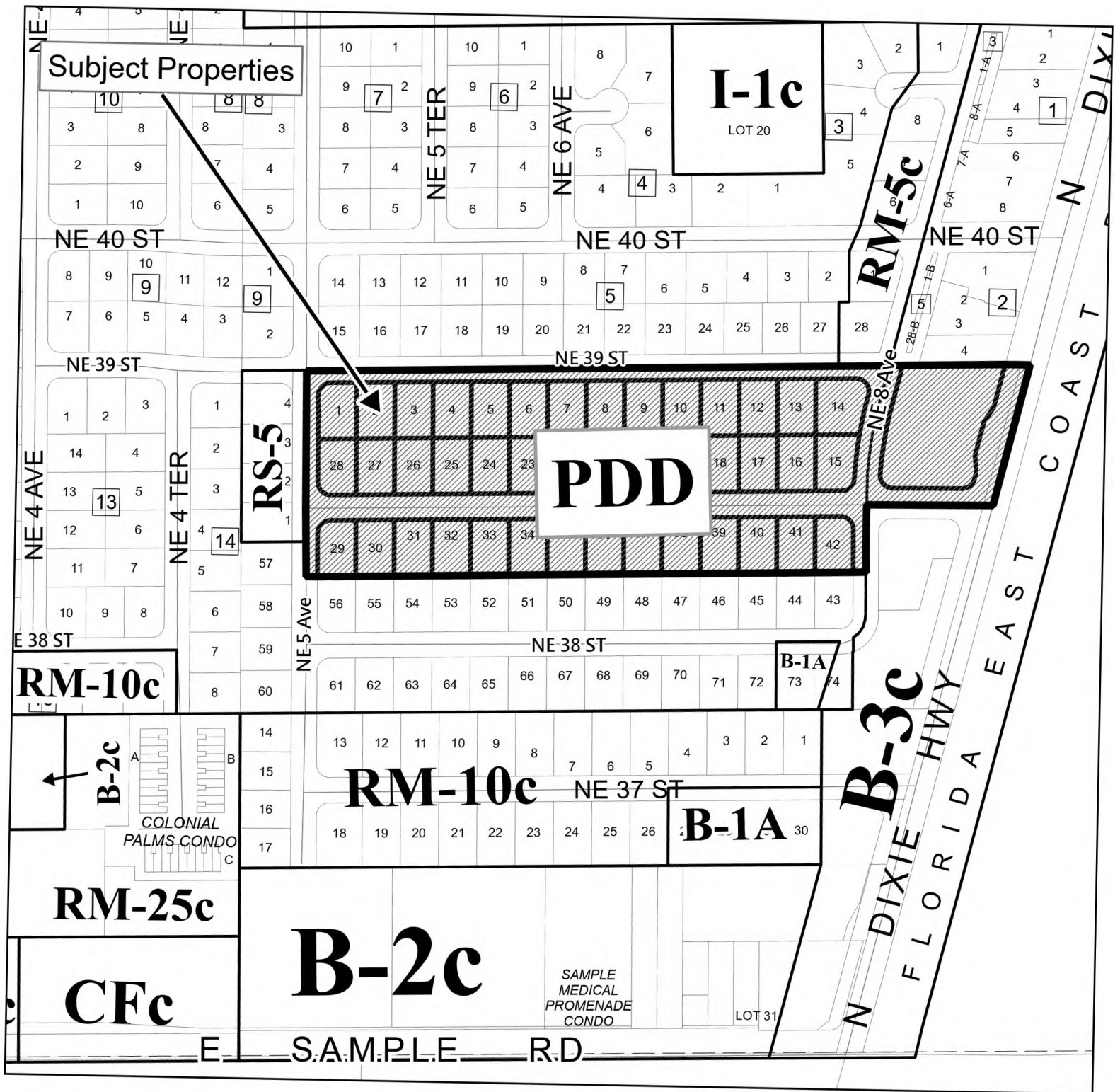
500 - 750 NE 39th ST

3851 N Dixie Hwy

For additional information
call the Planning Department at 954-480-4206
or visit www.deerfield-beach.com/boardagendas

0 150 300
Feet





Proposed Zoning Map

Rezoning Application No. 19-R-188

500 - 730 NE 38th CT

501 - 731 NE 38th CT

500 - 750 NE 39th ST

3851 N Dixie Hwy

For additional information

call the Planning Department at 954-480-4206
or visit www.deerfield-beach.com/boardagendas

0 150 300
Feet





For Office Use Only

Application No.: _____

Date: _____

Fee: _____

REZONING APPLICATION

PLEASE PROVIDE IN FULL THE FOLLOWING INFORMATION (PRINT OR TYPE)

Section One: Applicant Information

Name of Applicant: Broward County Housing Authority

Signature: Parnell Joyce Parnell Joyce, COO

Street Address: 4780 North State Road 7

City, State, Zip: Lauderdale Lakes, Florida, 33319

Phone Number: 954-739-1114, ext 1310, Bill Sipala

E-mail Address: bsipala@bchafll.org

Subject Property Address: 500, 501, 510, 511, 520, 521, 530, 531, 540, 541, 600, 601, 610, 611, 620, 621, 630, 631, 640, 641, 700, 701, 710, 711, 720, 721, 730, 731 NE 39 Street; 500, 510, 520, 530, 540, 600, 610, 620, 630, 640, 700, 710, 720, 750 NE 39 Street; 3851 N. Dixie Hwy;

Property Owner Name: Broward County Housing Authority

Property Owner Signature: Parnell Joyce Parnell Joyce, COO

Section Two: Written Description of Potential Request.

Purpose/ Reason for Rezoning: _____

Provide flexibility to enable innovative design that ensures development
is compatable with surrounding existng development
and public infrastructure.

Current Zoning District(s): RS-4c/B-3c Proposed Zoning District: PDD

Area in Gross Acres: 11.945

Application No.: _____

Date: _____

Fee: _____

Section Three: Demonstration of Compliance with Rezoning Criteria
(Attach additional page(s) if more space is needed)

The burden of proving that all of the requirements are met shall be on the applicant who shall be required to affirmatively demonstrate on the record, satisfaction of the necessary requirements set forth below.

The application will not be accepted without a specific statement in response to each of the requirements on the following pages.

1. That the petition for a change of zoning will not result in spot zoning or contract zoning;

The proposed zoning district is intended to be utilized in unique locations and not considered spot zoning, or contract zoning.

2. That the proposed change is consistent with the Goals, Objectives and Policies of the City's Comprehensive Plan;

The proposed rezoning is consistent with principles of the plan relating to adequate and affordable housing and expansion of economic opportunity as provided in FLU Goal 3.0 and FLU Objective 1.3.

Application No.: _____

Date: _____

Fee: _____

3. That conditions have substantially changed from the date the present zoning district classification was placed on the property, which make the passage of the proposed change necessary;

The current City and County Zoning (RS-4c/B-3c) did not entice developers to invest. The Broward County Housing Authority is able to offer the needed ability to attract developers to provide quality affordable housing together with the rezoning request.

4. That the proposed change will not adversely influence residential living conditions in the adjacent and neighboring (500 feet) communities;

Development of the property will substantially improve adjacent neighborhoods by reducing vacant lands and providing an active community; therefore, increasing the vitality of the neighborhood.

5. That the proposed change is compatible with the development(s) in the adjacent and neighboring (500 feet) uses and zoning.

The major part of the development is the addition of housing that will attract families similar to the adjacent areas. The multi-story proposed building fronting Dixie Highway will act as a traffic and noise buffer for for the Western residential area.



DISCLOSURE AFFIDAVIT

The City of Deerfield Beach requires all applicants, and persons and/or entities doing business with the City, to disclose any potential for or conflict of interest as stated below. Per Ordinance No. 2009/006 of the City of Deerfield Beach, the adopted Ethics Code contains the following:

Section 5. Disclosure and Behavior Requirements of Applicants and Persons/Entity seeking a City contract or currently doing business with the City.

Any applicant for a land use change or development permit requiring approval of the City Commission, or any person/entity seeking a City contract through a request for proposal, request for qualification, or sealed bid process (all referred to as applicant):

- A. Shall not induce, attempt to offer, solicit or knowing assist any person in violating the Ethics Code.
- B. All applicants shall include the following with their application, proposal, or bid:

(Attach additional sheets as needed for each item.)

- 1. A listing of all campaign contributions to sitting City Commissioners in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation if the application is a corporation, or partners if the applicant is a partnership, or members, whether general or limited, if it is a limited liability company.

None

- 2. Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable.

Not Applicable

- 3. Disclose any action that is a violation of the Ethics Code by a regulated office (in reference to the application) with the applicant and/or the applicant's agents, and what was done to rectify the violation (for example: if a gift was given, when demand was made for return of the gift.)

Not Applicable

4. An applicant shall fully, completely, accurately, and not misleadingly report and file all disclosures required by this Ethics Code, and shall fully, completely, accurately, and not misleadingly make all disclosures referenced in this Ethics Code and not omit material information, and/or file misleading and/or deceitful information in the disclosure.
5. An applicant has a continuing duty to report any violation of this Ethics Code related to their application.
6. Failure to disclose in compliance with this Section shall be a violation of this Ethics Code and shall be grounds for the City Commission to void or rescind any approval or contract.

C. No applicant shall, directly or indirectly, induce, encourage, or aid anyone to violate any provision of this Code.

I, Dilia Tabora, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

Signature

November 23, 2020

Date

SWORN TO AND SUBSCRIBED Before me by means of ☒ physical presence or ☐ online

notarization, this 23 day of November, 2020, 202 by

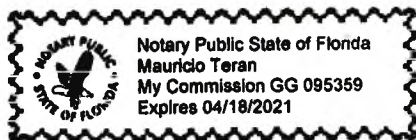
Dilia Tabora

(Affiant), who is personally

known to me or has produced _____ identification.

My commission expires: 04/18/2021

Commission No.: 66 095359



(Signature of Notary Public - State of Florida)

Mauricio Teran
(Print, Type, or Stamp Commissioned Name of Notary Public)



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A. Shall not induce, attempt to offer, solicit or knowing assist any person in violating the Ethics Code.

B. All applicants shall include the following with their application, proposal, or bid:

(Attach additional sheets as needed for each item.)

1. A listing of all campaign contributions to sitting City Commissioners in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation if the application is a corporation, or partners if the applicant is a partnership, or members, whether general or limited, if it is a limited liability company.

2015: Ben Preston \$250.00; 2016: Bill Ganz \$1,000.00;

Todd Drosky \$500.00; 2018: Michael Hudak \$250.00;

2019: Michael Hudak \$250.00

2. Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable.

KEITH does not have any conflicts with any of its regulated officers with the items above.

3. Disclose any action that is a violation of the Ethics Code by a regulated office (in reference to the application) with the applicant and/or the applicant's agents, and what was done to rectify the violation (for example: if a gift was given, when demand was made for return of the gift.)

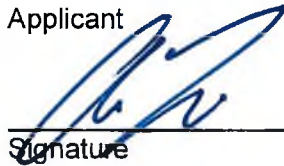
KEITH does not have any actions that are in violation
with the City's Ethics Code.

4. An applicant shall fully, completely, accurately, and not misleadingly report and file all disclosures required by this Ethics Code, and shall fully, completely, accurately, and not misleadingly make all disclosures referenced in this Ethics Code and not omit material information, and/or file misleading and/or deceitful information in the disclosure.
5. An applicant has a continuing duty to report any violation of this Ethics Code related to their application.
6. Failure to disclose in compliance with this Section shall be a violation of this Ethics Code and shall be grounds for the City Commission to void or rescind any approval or contract.

- C. No applicant shall, directly or indirectly, induce, encourage, or aid anyone to violate any provision of this Code.

I, Alexander Lazowick, have received a copy of the ordinance and understand the ordinance requirements.

Applicant


Signature

11/05/2019

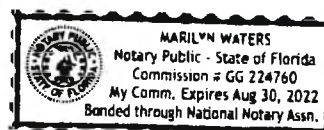
Date

Sworn to and subscribed before me this 05 day of November, 20 19.

By: Marilyn Waters
Commission # GG 224760

Produced as ID: N/A personally know


Notary Public, State of Florida





DISCLOSURE AFFIDAVIT

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(Attach additional sheets as needed for each item.)

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None.

- 2. Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable.

N/A

3. Disclose any action that is a violation of the Ethics Code by a regulated office (in reference to the application) with the applicant and/or the applicant's agents, and what was done to rectify the violation (for example: if a gift was given, when demand was made for return of the gift.)

None.

4. An applicant shall fully, completely, accurately, and not misleadingly report and file all disclosures required by this Ethics Code, and shall fully, completely, accurately, and not misleadingly make all disclosures referenced in this Ethics Code and not omit material information, and/or file misleading and/or deceitful information in the disclosure.
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6. Failure to disclose in compliance with this Section shall be a violation of this Ethics Code and shall be grounds for the City Commission to void or rescind any approval or contract.

- C. No applicant shall, directly or indirectly, induce, encourage, or aid anyone to violate any provision of this Code.

I, Keith M. Poliakoff, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

Signature

Date

Sworn to and subscribed before me this 9th day of December, 20 19

By:

Produced as ID:

Notary Public, State of Florida





DISCLOSURE AFFIDAVIT

The City of Deerfield Beach requires all applicants, and persons and/or entities doing business with the City, to disclose any potential for or conflict of interest as stated below. Per Ordinance No. 2009/006 of the City of Deerfield Beach, the adopted Ethics Code contains the following:

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(Attach additional sheets as needed for each item.)

1. A listing of all campaign contributions to sitting City Commissioners in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation if the application is a corporation, or partners if the applicant is a partnership, or members, whether general or limited, if it is a limited liability company.

none

2. Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable.

none

3. Disclose any action that is a violation of the Ethics Code by a regulated office (in reference to the application) with the applicant and/or the applicant's agents, and what was done to rectify the violation (for example: if a gift was given, when demand was made for return of the gift.)

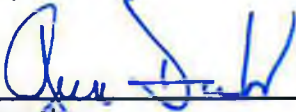
none

4. An applicant shall fully, completely, accurately, and not misleadingly report and file all disclosures required by this Ethics Code, and shall fully, completely, accurately, and not misleadingly make all disclosures referenced in this Ethics Code and not omit material information, and/or file misleading and/or deceitful information in the disclosure.
5. An applicant has a continuing duty to report any violation of this Ethics Code related to their application.
6. Failure to disclose in compliance with this Section shall be a violation of this Ethics Code and shall be grounds for the City Commission to void or rescind any approval or contract.

C. No applicant shall, directly or indirectly, induce, encourage, or aid anyone to violate any provision of this Code.

I, Ann Deibert, have received a copy of the ordinance and understand the ordinance requirements.

Applicant


Signature

4/28/2021

Date

SWORN TO AND SUBSCRIBED Before me by means of ☒ physical presence or ☐ online

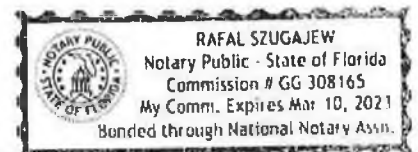
notarization, this 28 day of April, 2021 by

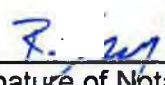
Ann Deibert (Affiant), who is personally

known to me or has produced _____ identification.

My commission expires: 3/10/2023

Commission No.: GG308165



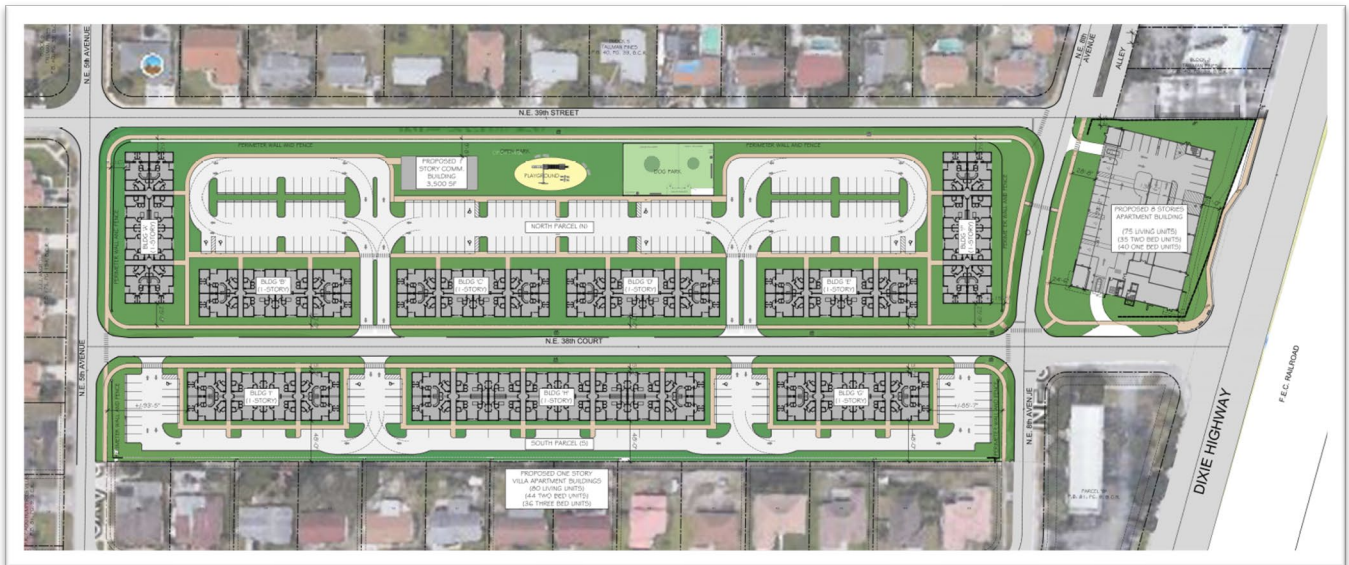

(Signature of Notary Public - State of Florida)

Rafal Szugajew

(Print, Type, or Stamp Commissioned Name of Notary Public)

TALLMAN PINES PLANNED DEVELOPMENT DISTRICT (PDD)

DEERFIELD BEACH, FL



July 26, 2019

Revised March 2021

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Exhibit A: Location Map

Exhibit B: Existing Zoning Map

Exhibit C: Proposed Zoning Map

Exhibit D: Master Plan

Exhibit E: Site Plan

PROJECT CONSULTANTS

DEVELOPER / APPLICANT Broward County Housing Authority (BCHA) c/o Housing Trust Group, LLC (HTG) 3225 Aviation Ave, 6th Floor Coconut Grove, FL 3133 Contact: Dilia Tabora Ph: (786) 347-4540	ENGINEER KEITH & Associates 301 East Atlantic Blvd Pompano Beach, FL 33316 Contact: Jamé Wills, PE, LEED Ph: (954) 788-3400 Email: jwills@keithteam.com
LEGAL Saul Ewing Arnstein & Lehr LLP 200 E. Las Olas Blvd., Suite 1000 Fort Lauderdale, FL 33301 Contact: Keith M. Poliakoff Ph: (954) 713-7644 Email: keith.poliakoff@saull.com	ARCHITECT Barranco Gonzalez Architecture 1915 Southeast 4th Avenue Fort Lauderdale, FL 33316 Contact: Carlos V. Gonzalez Ph: (954) 335-1880 Email: carlos@bgarchitecture.com
PLANNER KEITH & Associates 2312 S. Andrews Ave. Fort Lauderdale, FL 33316 Contact: Michael Vonder-Meulen, AICP Ph: (954) 788-3400 Email: MVonderMeulen@keithteam.com	LANDSCAPE ARCHITECT KEITH & Associates 2312 S. Andrews Ave. Fort Lauderdale, FL 33316 Contact: Michael Phillips, PLA, ASLA Ph: (954) 788-3400 Email: MPhillips@keithteam.com
	TRAFFIC ENGINEER DC Engineers, Inc. 12743 NW 13th Court Coral Springs, FL 33071 Contact: Suzanne Danielson, PE Ph: (954) 798-0926 JSDanielson12@outlook.com

I. PURPOSE AND INTENT

The purpose of the Planned Development District ("PDD") is to enable quality development for properties that due to the size or characteristics of the property, other implements of zoning regulation provided in the Land Development Code would result in under-utilized or under-developed property. The proposed development is a two-phase project that looks to provide 155 new multi-family rental apartments to low-income families in the City of Deerfield Beach. The subject site is unique in that it currently encompasses two very different zoning classifications, Residential Single-Family RS-4c and General Business B-3c. As such, developing it strictly under the zoning regulations for each district would yield a development of much lesser impact to the community.

The PDD will result in two separate phases with very distinct goals and character, we will refer to them as A) the "Villas" and B) the "Multi-story Apartments" as per the diagram below. The PDD will allow the Villas to comfortably accommodate 80 units, 40 of which were allocated through Resolution 2019-127, in the form of single-story villas intended for families (not age restricted) which will also complement the look of the surrounding single-family homes to create one cohesive neighborhood. The requested changes to setbacks will also allow for the provision of a clubhouse, sufficient landscaping and appropriate parking to satisfy a community of this nature.



Through this PDD, the Multi-story Apartments site will also be able to accommodate all 75 flex units allocated through Resolution 2019-127 in the form of an eight-story building with its own podium parking and residential amenities. Since the Multi-story Apartments phase will be developed and rented to low-income senior households, being able to accommodate all accessory uses and parking within the building is invaluable to its future residents. This can only be achieved through the PDD by modifying some of the setbacks, parking and height requirements. Furthermore, since the Multi-story Apartments site fronts a busier road, North Dixie Highway, a taller and more dense building will act as a great buffer to the inner blocks.

The PDD will provide much needed affordable housing for both family and senior households in communities and unit types designed to cater specifically to their needs. Without this PDD, it becomes less feasible and efficient to develop this large vacant piece in the Tallman Pines neighborhood. The proposed development is appropriate for the site since it adds residential opportunities and expands the variety of housing densities and intensities available to individuals and families wishing to reside in the City of Deerfield Beach. The site will be developed in a manner that is compatible with, and will enhance the character of, the surrounding area which is predominantly residential.

II. PROJECT DESCRIPTION

The subject site is located in the City of Deerfield Beach just north of Sample Road, and it is bounded by N Dixie Highway to the east, NE 38th Street to the north, NE 5th Avenue to the west and NE 37th Street to the south. Refer to **Exhibit A: Location Map**. The subject property is comprised of 42 individual lots along NE 38 Court and NE 39 Street between NE 5th Avenue and NE 8th Avenue. The site also includes one parcel that fronts N. Dixie Highway at NE 38 Court. The subject property is 9.06 net acres and is currently vacant. The site is zoned Residential Single-Family RS-4c and General Business B-3c (**Exhibit B**) with a future land use designation of Low Residential (5 DU/AC) and Commercial. The proposed zoning map to PDD is illustrated on **Exhibit C**.

The applicant proposes to develop the site known as Tallman Pines with residential units for low income families and seniors. The development will include: A) the Villas, consisting of nine 1-story garden apartment buildings on the west side of the property (directly to the north and south of NE 38th Court) for a total of 80 units; and B) the Multi-story Apartments, an 8-story apartment building along Dixie Highway with 75 units for seniors. The mix of units consists of the following: 40 one-bedroom apartments, 35 two-bedroom apartments, 44 two-bedroom villa apartments, 36 three-bedroom villa apartments for a total of 155 units. The site also includes ground parking and a clubhouse for the Villas, and podium parking in the high-rise building for the senior residents in the Multi-story Apartments site. There are also open space/park areas that will serve each of the communities.

The proposed site plan and anticipated changes are designed to accommodate adequate utility, vehicular and pedestrian access utilizing existing infrastructure. The overall design of the site considers the need for improved multimodal transportation options and pedestrian environment. There is a bus stop along the Dixie Highway frontage that will constitute an important service/amenity for the community once appropriate pedestrian connections are provided throughout the site to make the connection an easy walk.

From an architectural perspective, the garden apartments will be nestled into the residential fabric of Deerfield Beach with an elegant Craftsman style design. The ground floors are enhanced with small front porches that support the walkability of the site and along with a new, luscious tree canopy and connecting sidewalks these additions will transform the area into a more pedestrian-friendly atmosphere. These connections will follow through to the multi-story site along Dixie Highway. The multi-story apartment building, with its anchor and presence on the Dixie Highway corridor, will have a contemporary and welcoming appearance. The building will furnish large windows at the double-height loft spaces on the ground floor and vibrant colors that reflect the Pioneer Grove Standards adopted by the city. The multi-story building will have a usable rooftop for lounging and outdoor activities, including sustainable gardens for the residents. With a direct connection to public transportation at the front of the building, this community will have improved access to a wide range of transportation modes (public, bicycle, and pedestrian) and healthier lifestyle options.

III. STATEMENT OF NEED

The subject PDD meets the statement of need as demonstrated below:

- (1) The development and redevelopment of properties is apparent;

The applicant intends to develop the subject vacant site with a 155-unit residential development. To that end, the applicant will be submitting applications for site plan and rezoning, and has obtained an allocation of flex units to accomplish the proposed development of the site. The applicant is actively pursuing funding opportunities and has applied for financing to develop the proposed project.

- (2) The development and re-development of properties shall enhance the economic development strategies of the City of Deerfield Beach; and

The subject site is currently vacant. Housing stock in the City is relatively older, and this project will provide brand new housing options. The development of the site with residential units will increase the City's tax base and add housing opportunities for various income levels and age groups which would support the City's need for affordable and senior housing. The project proposes 80 affordable units for families and 75 affordable units for seniors. By making housing expenses more reasonable, the provision of affordable housing further supports the City's economic goals by ensuring residents have additional spending dollars that can now go to local entertainment, dining, shopping and education.

- (3) The development of properties with unique property characteristics, natural or manmade, that impede the development of these properties under the strict application of the regulations of the Land Development Code.

The subject site is currently zoned RS-4c and B-3c. The rezoning of the site to PDD will unify the zoning district for the site in order to provide a cohesive and functional residential development through the assemblage of individual lots to allow for more innovative building designs that will benefit the community and City at large. The PDD allows for strategic exceptions in some setbacks and lot coverage that makes it possible to efficiently use the flex units that have been approved for the project through a sensitive design solution that is still

compatible with the height and character of the surrounding neighborhood.

This is achieved by proposing a building type that consists of multiple units but retains the height and aesthetic look of single-family residences. At the same time, the building fronting the higher transit, commercial corridor along N. Dixie Highway, can then absorb the additional height needed to accommodate additional housing and podium parking within. This unique combination of building types, that truly respond to form and function, would not be easily achieved through the standard zoning district regulations. The PDD allows the applicant to tailor the design and provide an elevated residential product to future residents and the neighborhood.

IV. DEVELOPMENT AGREEMENT

In accordance with City of Deerfield Beach Land Development Code Sec. 98-68(c), the Applicant shall submit a Development Agreement, including a statement of need as outlined in the previous section, to be considered by the City Commission in conjunction with the rezoning application demonstrating that the applicant has provided for or complied with:

- (1) A higher level of connectivity via vehicular, pedestrian, and bicycle access to surrounding land uses, areas of public activity, mass transit, and the City as a whole.
- (2) Opportunities either regionally or on site to provide for affordable or senior designated housing.
- (3) Energy efficient and green building design including, but not limited to, use of bioswales and green walls, and other measures that will relieve pressure on public and private utility systems, and reduce pollution and urban heat islands.
- (4) A high quality of design and materials that is integrated throughout the site and will be complimentary to and enhance the surrounding neighborhood and the City as a whole.
- (5) The preservation and enhancement of desirable site characteristics, natural or manmade, including, but not limited to, vegetation, geological features, and historical features.
- (6) More useable and suitably located public open space and amenities.

A development Agreement for the Tallman Pines project will be approved by the Commission as part of the rezoning process.

V. MINIMUM SITE REQUIREMENTS

All lands included within the PDD are contiguous (including rights-of-way) and owned solely by the Applicant, the Broward County Housing Authority (BCHA).

VI. PROPERTY DEVELOPMENT REQUIREMENTS

In a PDD zoning district there are no set minimum lot size, setbacks, percentage of lot coverage, floor area coverage, floor area ratio or lot width. Due to their unique development characteristics, the new development standards proposed herein are based on the minimum required for each individual phase, each referred to as “Villas” and “Multi-story Apartments” as shown in the diagram provided in Section I of this report. The table below provides a reference to the standards required for each phase under strict application of the Broward County Land Development Code (“Broward LDC”) and the new proposed standard under this PDD. In summary, the PDD is seeking revisions from the following items:

VILLAS SITE:

- (1) Setbacks on NE 38th Court:** Setbacks for the Villas portion of this PDD are more appropriate if they are based on the layout of the proposed buildings as one large land assemblage rather than the current individual parcels. As such, this street is technically the front street for the buildings in this phase of the development. Decreasing this setback from 25 feet to 5 feet is justified because both the north and south side of NE 38th Court is lined with buildings that will belong to the same community (and these are still separated by a right-of-way). Doing this allows for more space within the community for sufficient parking and additional amenities without affecting the privacy of neighbors outside the Villas community.
- (2) Unit Sizes:** Since unit size requirements under RS-4c standards were not applicable in practicality to the program proposed in this PDD, larger minimum unit sizes are being established for two-bedroom and three-bedroom units to ensure adequate living spaces for future residents. These new minimum sizes align with Schedule A: Minimum Floor Areas for Multiple-Family Units in the Deerfield Beach Land Development Code.

MULTI-STORY APARTMENTS SITE:

- (1) Setback at the intersection of NE 38th Court and N. Dixie Highway:** This setback is proposed at 10 feet due to the uniquely angled corners of this parcel and the existing easements that reduce the overall usable area for building footprint. For these reasons, it is necessary to have the building closer to that main corner to maximize the challenging design for the parking garage floor plate. This corner is also the building's main entrance and decreasing the setback will make it more prominent and pedestrian friendly for anyone using the on-site bus stop on N. Dixie Hwy. This building placement also supports Pioneer Grove Standards which encourage this type of frontage along Dixie Highway.
- (2) Maximum Plot Coverage Percent:** Under the B-3c standards, a plot coverage of up to 35% would be allowed. An increase in the maximum plot coverage ratio is requested to maximize the size of the parcel and provide the number of affordable housing units that have been approved through Resolution 2019-197. The parcel's small size, easements and irregular shape would make this density otherwise unachievable, especially with the on-site parking deck being provided for residents. So instead, the new maximum plot coverage provided in this PDD aligns itself with the maximum allowed in the B-3 zoning category within the City of Deerfield Beach Land Development Code.
- (3) Unit Sizes:** Since there are no specified residential unit sizes under B-3c standards, minimum unit sizes are being established for all unit types to ensure adequate living spaces for future residents. These new minimum sizes align with Schedule A: Minimum Floor Areas for Multiple-Family Units in the Deerfield Beach Land Development Code.

A. "VILLAS" SITE DATA TABULATIONS



TABLE 1.1 "VILLAS" DIMENSIONAL REQUIREMENTS

Requirements	RS 4c	PDD	Justification
Lot Area, Min.	7,500 sq. ft.	8 acres	No change, meets Code
Density, Max.	4 DU/AC	80 units	40 flex units allocated through Resolution No.2019-127
Building Height, Max.	35 ft.	35 ft.	No change, meets Code
FAR	N/A	N/A	N/A
Setbacks, Minimum:			
NE 39 th Street min. (rear)	15 ft.	15 ft.	No change, meets Code
NE 38th Court min. (front)	25ft.	5 ft.	Buildings facing each other on this street are all part of the same Villas development so it does not affect other neighbors or setbacks to other properties. In fact, this allows us to maintain all other setbacks at or above the required minimum.
NE 5 Ave min. (side, street)	15 ft.	15 ft.	No change requested
NE 8 Ave min. (side, street)	15 ft	15 ft	No change requested
Southern perimeter (adjacent to residential, or rear) min.	15 ft	15 ft	No change requested
Lot Coverage %, max.	40%	40 %	No change requested
Parking Space	10 ft. x 20 ft.	10 ft. x 20 ft.	No change requested
Unit Sizes			
1 Bedroom	800 sq. ft.	800 sq. ft.	No change requested
2 Bedroom	800 sq. ft.	900 sq. ft.	New minimum proposed to ensure adequate sizing for residents, based on City of Deerfield LDC standards.
3 Bedroom	800 sq. ft.	1,050 sq. ft.	New minimum proposed to ensure adequate sizing for residents, based on City of Deerfield LDC standards.

Bolded items shaded blue are those requesting deviations.

B. “MULTI-STORY APARTMENTS” SITE DATA TABULATIONS

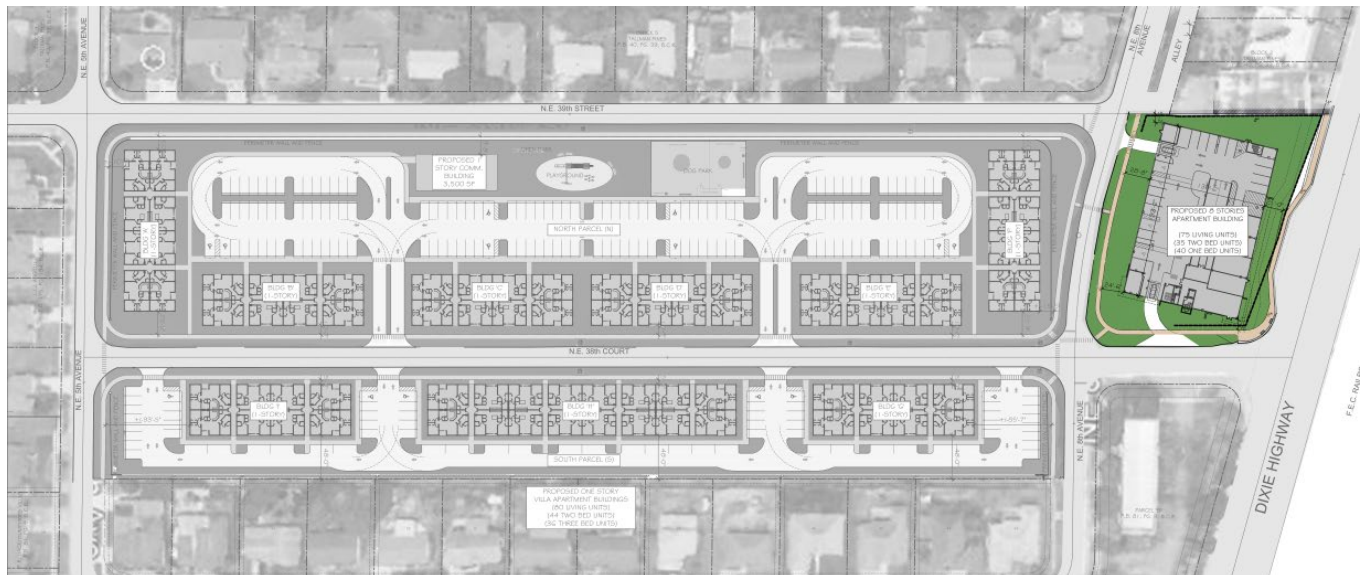


TABLE 1.2 “MULTI STORY APARTMENTS” DIMENSIONAL REQUIREMENTS

Requirements	B 3c	PDD	Justification
Lot Area, Min.	No minimum	1.06 acres	No change requested
Density, Max.	25 DU/AC	75 units	75 flex units allocated through Resolution No.2019-127
Building Height, Max.	35 -120 ft. (per Broward LDC Sec. 39-299)	35-120 ft.	No deviation requested from the maximum outlined in Broward County LDC Sec. 39-299. Podium is under the 55 feet maximum and the tower is under the 120 feet maximum which are the two limits that apply to this site based on its distance from Single Family zoned lots.
Setbacks, Minimum:			
● Setbacks	10 ft. All sides separated from a residentially zoned plot by a street (per Broward LDC Sec. 39-294.(f).2.)	10 ft.	No change requested or needed, since the North abuts B-3c zoning, the East fronts N. Dixie Hwy., the West abuts the Villas portion of this PDD, and the South fronts B-3c zoning.
● Intersection of NE 38 th Ct and N. Dixie Hwy.	25ft. (per Broward LDC Sec. 39-294.(f).4.)	10 ft.	At the intersection of NE 38 th Court and N. Dixie Highway it is necessary to have the building closer to that corner to maximize the building's floor plate with efficiency, mainly due to the site's irregular angles which make for a challenging parking garage design; this corner is also the building's main entrance and decreasing the setback will make that more prominent and pedestrian friendly for anyone using the on-site bus stop.
● Intersection of NE 38 th Ct and NE 8 th Ave,	25ft. per Broward LDC Sec. 39-294.(f).4.)	25 ft.	No change requested

● At intersection of a driveway and street	15ft. (per Broward LDC Sec. 39-294.(f).4.)	15 ft	No change requested
Landscape Buffer along NE 8 Ave.	10 ft. on all sides separated from a residentially zoned plot by a street.	10 ft.	No change requested; NE 8 Ave is the only side that this applies to and the setback there meets the landscape buffer definition in Broward LDC Sec. 39-294(f)2.
Plot Coverage %, Maximum	35%	65%	An increase in the maximum plot coverage ratio is requested to maximize the size of the parcel and provide the number of affordable housing units that have been approved through Resolution 2019-197. The parcel's small size and irregular shape would make this density otherwise unachievable, especially with the on-site parking deck provided for residents. Instead, the new maximum requested aligns with the maximum allowed in the B-3 zoning category within the City of Deerfield Beach.
Parking Space	10 ft. x 20 ft.	10 ft. x 20 ft.	No change requested
Unit Sizes			
1 Bedroom	Not specified	700 sq. ft.	New minimum proposed to ensure adequate sizing for residents, based on City of Deerfield LDC standards.
2 Bedroom	Not specified	900 sq. ft.	New minimum proposed to ensure adequate sizing for residents, based on City of Deerfield LDC standards.
3 Bedroom	Not specified	1,050 sq. ft.	New minimum proposed to ensure adequate sizing for residents, based on City of Deerfield LDC standards.

Bolded items shaded blue are those requesting deviations.

C. RESIDENTIAL DENSITY

The proposed residential density is consistent with the density allowed in the underlying land use with the flex units allocated through Resolution 2019-127.

D. PERMITTED USES/LIMITATIONS

The proposed residential use will be listed in the development agreement. The residential use is consistent with the City's Comprehensive Plan and Land Use designation because the residential use being proposed is already allowed in the existing Low Residential and Commercial future land uses, with the allocation of flexibility units.

E. PARKING REQUIREMENTS

Parking requirements in Section 98-88 of the Deerfield Beach Land Development Code are incorporated in the PDD. The parking spaces are indicated at 10' x 20' on the conceptual site plan but final site plan is not prevented from utilizing compact spaces as provided and allowed by code. A parking reduction of up to 25% for the total parking requirement of the Multi-story Apartments phase of the PDD is being requested to limit the height of the podium parking garage. Justifications include:

- a) The Villas portion of the PDD site plan is currently over-parked;
- b) The Multi-story Apartment building is currently under-parked but is proposed as a community restricted to households with seniors 55 and over, who oftentimes own only one car or no longer drive. This, combined with a public bus shed located directly on site and a covered passenger drop-off area for senior transportation services, should translate into lower automobile ownership among residents;
- c) Proposed podium parking under the multi-story building is limited in order to achieve the most efficient design and avoid further increasing the height of the parking podium, which would represent a significant increase in costs that would make this affordable housing development unfeasible to build;
- d) Since the office parking spaces needed in the Multi-story Apartment building are for management employees operating that building, Owner will enter into a shared use agreement between the two phases (for parking) which will include a provision that at least five (5) parking spaces on the Villas site be labeled and reserved for employees of the Multi-story Apartments phase and their related visitors (i.e. inspectors, compliance officers, etc). Pedestrian connections from the Villa's parking lot across NE 8th Avenue to the Multi-story Apartment's main entrance are already provided for in the conceptual site plan. This arrangement maximizes the availability of on-site parking for senior residents and their guests while maintaining overall building design efficiency.
- e) With this parking reduction, the PDD now ensures a parking configuration for both phases that has no parking spaces backing out into a public right-of-way, visually shields these parking spaces from street view and proposes no changes to any public right-of-way.

Table 2.1 "Villas" Parking Requirements			
Description		Required	Proposed
44 x 2-Bed. Unit	2.0 parking space / Unit	88 parking spaces	
36 x 3-Bed. Unit	2.5 parking space / Unit	90 parking spaces	
Total Residential		178 parking spaces	205 parking spaces
Community Bldg.	1/200 SF	12 parking spaces	12 parking spaces
Community Bldg. Accessory Uses	N/A	N/A	N/A
Total Project		190 parking spaces	217 parking spaces
ADA (part of total)	201 to 300 spaces	6 spaces**	14 spaces**
Overall Parking Ratio		2.38 spaces per unit	2.71 spaces per unit

** ADA parking is included/counted in the "Total Project" line item, not in addition to.

Table 2.2 "Multi story Apartments" Parking Requirements			
Description		Required	Proposed
40 x 1-Bed. Unit	1.5 parking space / unit	60 parking spaces	
35 x 2-Bed. Unit	2.0 parking space / Unit	70 parking spaces	
Total Residential		130 parking spaces	100 parking spaces
Accessory Uses	N/A	N/A	N/A
Total Project		130 parking spaces	103 parking spaces**
ADA (part of total)	101 to 150 spaces	5 spaces***	5 spaces***
Overall Parking Ratio		1.73 spaces per unit	1.37 spaces per unit

** Office spaces needed are for employees of management company operating the Multi-story Apartments. Since the Villas site is overparked, Owner shall enter into a shared use agreement between phases (for parking) which will include a provision that at least five (5) parking spaces in the Villas shall be labeled and reserved for employees of the Multi-story Apartments and their related visitors (i.e. inspectors, compliance officers, etc).

*** ADA parking is included/counted in the "Total Project" line item, not in addition to.

F. LANDSCAPE REQUIREMENTS

The Multi-story Apartment building site will follow Pioneer Grove Landscaping Standards which include items such as bioswales and sidewalks with pavers. The entrance to the 8-story building and the street frontage will be flanked with wide planting to incorporate shade trees.

Both phases will incorporate Edison Lighting style for all external lighting. Tropical plantings, varying widely in color form and texture will enhance the entire site. All of the planting is designed to create shade, frame views and most of all to be a complementary aesthetic feature. Much of the planting throughout the site will be natives or species that are very easily cared for. All landscape areas will be irrigated with an automatic irrigation system to provide 100% coverage with 100% overlap of spray. The system will be equipped with an automatic shut off device in case of rainfall.

Table 2 Landscaping Requirements	
General Requirements: Applicable to Entire PDD	
1 parking island every 10 spaces & 1 parking island at end of each row of parking	No change requested.
5 FT Perimeter Landscape Requirements Abutting Rear and Side Property Lines	No change requested.
Street Trees 30' o.c.	No change requested.
Sight Distance Clearance for Landscaping (intersection of an access and a ROW)	No change requested.
Sight Distance Clearance for Landscaping (intersection of two public ROWs)	No change requested.
Trees and Shrubs, required minimum quantities (trees)	
- One tree per terminal isle	No change requested.
- One tree per 30 l.f. periphery of property	No change requested.
Trees and Shrubs, required minimum quantities (shrubs and groundcovers)	
- 20 shrubs/groundcover for each required tree	No change requested.
Variety	
- 10% of all required trees shall be flowering species	No change requested.
- No more than 20% of all required trees shall be palms	No change requested.
- 50% of all required trees shall be native species	No change requested.
- 50% of all required shrubs/groundcover shall be native species	No change requested.
- 50% of required trees shall be installed relating to height of the structure	No change requested.
Specific Requirements: Applicable to Multi story Apartments Site only	
10 FT Perimeter Landscape Buffer Requirements Abutting Public ROW (Per Broward LDC Sec. 39-87 Table 2).	No change requested.
Multi-story Apartments site will follow pioneer grove standards	No change requested.

VII. CONCEPTUAL MASTER PLAN

A Conceptual Master Plan is provided as **Exhibit D**. The maximum development density/intensity proposed for the site is 155 dwelling units. The development is proposed to be constructed in two phases. The proposed site plan is illustrated on **Exhibit E**.

VIII. EVALUATION CRITERIA

The subject PDD conforms to the City's evaluation criteria for PDDs as demonstrated below.

- (1) Conform to the City's Comprehensive Plan policies and land use map designations.

The subject PDD is in conformance with the city and county Comprehensive Plans. The proposed 155 units are permitted under the Low Residential and Commercial land use designations with the approved allocation of flex units obtained through Resolution 2019-127. The proposed use of the site is supported by policies put in place to foster economic development and provide affordable housing opportunities.

- (2) Conform to the purpose and intent of the PDD District as set forth in subsection (a) of Section 98-68 and the criteria set forth in subsections (b) - (e) of that same section.

Subsection A: Purpose And Intent

The purpose of the PDD is to enable quality development for properties that due to the size or characteristics of the property, other implements of zoning regulation provided in the Land Development Code would result in under-utilized or under-developed property. The sites must demonstrate that they have unique property considerations, and that rezoning of property to the PDD district would provide a public benefit that would not otherwise be permitted if all regulations governing the land use and development of the site had to be met. The PDD district is intended to provide the flexibility to enable innovative design, while requiring a design that ensures that the development is compatible with surrounding existing development and public infrastructure.

The proposed development is a two-phase project that looks to provide 155 new multi-family rental apartments to low-income families in the City of Deerfield Beach; it will accommodate the new density in a way that also complements the existing neighborhood fabric. The subject site is unique in that it encompasses two very different zoning classifications, Residential Single-Family RS-4c and General Business B-3c. As such, developing it strictly under the zoning regulations for each district would yield a development of much lesser impact to the community.

The PDD will result in two separate phases with very distinct goals and character. The PDD will allow the Villas to comfortably accommodate 80 units (40 of which were allocated through Resolution 2019-127) in the form of single-story villas intended for families (not age restricted) which will also complement the look of the surrounding single-family homes to create one cohesive neighborhood. The requested changes to setbacks will also allow for the provision of a clubhouse, sufficient landscaping and appropriate parking to satisfy a community of this nature.

Through this PDD, the Multi-story Apartments site will also be able to accommodate all 75 flex units allocated through Resolution 2019-127 in the form of an eight-story building with its own podium parking and residential amenities. Since the Multi-story Apartments site will be developed and rented to low-income senior households, being able to accommodate all accessory uses and parking within the building is invaluable to its future residents. This can only be achieved through the PDD by modifying some of the setbacks, parking and height requirements. Furthermore, since the Multi-story Apartments site fronts a busier road, North Dixie Highway, a taller and more dense building will act as a great buffer to the inner blocks.

The PDD will provide much needed affordable housing for both family and senior households in communities and unit types designed to cater specifically to their needs. Without this PDD, it becomes less feasible and efficient to develop this large vacant piece in the Tallman Pines neighborhood. The proposed development is appropriate for the site since it adds residential opportunities and expands the variety of housing densities and intensities available to individuals and families wishing to reside in the City of Deerfield Beach. The site will be developed in a manner that is compatible with, and will enhance the character of, the surrounding area which is predominantly residential.

Subsection B: Statement Of Need

Per the City of Deerfield Beach Land Development Code Sec. 98-68(b), the subject PDD meets the statement of need as demonstrated below:

(1) The development and redevelopment of properties is apparent;

The applicant intends to develop the subject vacant site with a 155-unit residential development. To that end, the applicant will be submitting applications for site plan and rezoning, and has obtained an allocation of flex units to accomplish the proposed development of the site. The applicant is actively pursuing funding opportunities and has applied for financing to develop the proposed project.

(2) The development and re-development of properties shall enhance the economic development strategies of the City of Deerfield Beach; and

As mentioned in Section 3.(2)., the subject site is currently vacant. The development of the site with residential units will increase the City's tax base and add housing opportunities for various income levels and age groups which would support the City's need for affordable and senior housing. The project proposes 80 affordable units for families and 75 affordable units for seniors. By making housing expenses more reasonable, the provision of affordable housing further supports the City's economic goals by ensuring residents have additional spending dollars that can now go to local entertainment, dining, shopping and education.

- (3) *The development of properties with unique property characteristics, natural or manmade, that impede the development of these properties under the strict application of the regulations of the Land Development Code.*

As mentioned in Section 3.(2)., the subject site has the following unique characteristics that affect development:

- **Currently zoned RS-4c and B-3c, which are disjointed districts that will now be unified to provide a cohesive and functional residential development that is still compatible with the height and character of the surrounding neighborhood;**
- **Lots that are set up for single family residences with setbacks that are not conducive to the development of one cohesive community through the assemblage of individual lots to allow for more innovative building designs that will benefit the community and City at large;**
- **Site is separated by public rights-of-way that will remain unmodified thanks to the PDD;**
- **The Multi-story Apartments site has a parallelogram shape with inner corner angles that are not 90 degrees, which negatively affects the design of efficient parking and living spaces.**
- **Lack of public spaces, landscaping and appropriate pedestrian connections which can now be enhanced to provide a substantial public benefit.**

Subsection C: Development Agreement

In accordance with City of Deerfield Beach Land Development Code Sec. 98-68(c), the Applicant shall submit a Development Agreement, including a statement of need as outlined in the previous section, to be considered by the City Commission in conjunction with the rezoning application demonstrating that the applicant has provided for or complied with:

1. *A higher level of connectivity via vehicular, pedestrian, and bicycle access to surrounding land uses, areas of public activity, mass transit, and the City as a whole.*

The Development Agreement demonstrates how the proposed development commits to incorporating improved pedestrian connections and public spaces that are appropriately lit and landscaped, while still preserving the existing rights-of-way. The proposed site is composed of 43 vacant parcels that are now being consolidated in an efficient manner. There is a public bus stop on site that will also benefit from improvements and all residents will enjoy a better walk and/or bike ride to the stop.

2. *Opportunities either regionally or on site to provide for affordable or senior designated housing.*

The proposed development is 100% affordable housing rental apartments. Furthermore, the Multi-story Apartments building is 100% senior housing (75 units of the 155).

3. *Energy efficient and green building design including, but not limited to, use of bioswales and green walls, and other measures that will relieve pressure on public and private utility systems, and reduce pollution and urban heat islands.*

The proposed development will be certified under one of the following green building programs: Leadership in Energy and Environmental Design (LEED), Florida Green Building Coalition (FGBC), Enterprise Building Communities or ICC 700 National Green Building Standard (NGBS). It will also include green features such as Low or No-VOC paint, Energy Star certified refrigerators, dishwashers, fans and central A/C.

4. *A high quality of design and materials that is integrated throughout the site and will be complimentary to and enhance the surrounding neighborhood and the City.*

The design and material selection for the development are all in accordance with City of Deerfield Beach standards and even incorporate various Pioneer Grove standards. The new community will not only enhance the existing, older residential stock surrounding the site, but it will also complement the neighborhood by ensuring proper height transitions and much-needed landscaping improvements.

5. *The preservation and enhancement of desirable site characteristics, natural or manmade, including, but not limited to, vegetation, geological features, and historical features.*

The site is currently 43 vacant lots with no significant vegetation, geological or historical features to preserve. One important aspect that has been preserved and worked out through this PDD is the existing rights-of-way that separate the different properties. A design has been achieved that does not disrupt the existing patterns and connections.

6. *More useable and suitably located public open space and amenities.*

The pedestrian paths created by the proposed development are a necessary public improvement for this neighborhood. The proposed development will also replace a large, vacant tract of land that was effectively an unused desert providing no shade and contributing to the poor pedestrian conditions on site. Landscaped parklets on NE 8th Avenue will also provide a new public amenity to the neighborhood.

Subsection D: Minimum Site Requirements

All land to be included within the PDD shall be contiguous (including rights-of-way) and owned either solely by the applicant or by multiple owners who agree to be represented by the applicant.

All lands included within the PDD are contiguous (including rights-of-way) and owned solely by the Applicant, the Broward County Housing Authority (BCHA).

Subsection E: Property Development Requirements

There shall be no set dimensional regulations such as minimum lot size, height, setbacks, percentage of lot coverage, floor area ratio or lot width. The application shall provide all relevant site data tabulations and justification for all proposed relevant site data tabulations as part of the development agreement.

1. Residential Density

The proposed residential density is consistent with the density allowed in the underlying land use and the flex units allocated through Resolution 2019-127.

2. Permitted Uses/Limitations

The proposed residential use will be listed in the development agreement. The residential use is consistent with the City's Comprehensive Plan and Land Use designation because the residential use being proposed is already allowed in the existing Low Residential and Commercial future land uses, with the allocation of flexibility units.

3. Parking Requirements

Parking requirements in Section 98-88 Schedule B and C of the Deerfield Beach Land Development Code are incorporated in the PDD. The Villas phase in the PDD complies and exceeds the parking requirements (190 required; 217 proposed). A parking reduction of up to 25% for the total parking requirement of the Multi-story Apartments phase of the PDD is being requested to limit the height of the podium parking garage (130 required; 103 proposed). Justifications for this request include:

- The Villas portion of the PDD site plan is currently over-parked;
- The Multi-story Apartment building is currently under-parked but is proposed as a community restricted to households with seniors 55 and over;
- The parking reduction allows for a parking configuration where no cars are backing out into a public right-of-way and all parking is visually shielded from street views.

4. Landscape Requirements

The Multi-story Apartment building site will follow Pioneer Grove Landscaping Standards which include items such as bioswales and sidewalks with pavers. The entrance to the 8-story building and the street frontage will be flanked with wide planting to incorporate shade trees and frame access points.

Both phases will incorporate Edison Lighting style for all external lighting. Tropical plantings, varying widely in color, form and texture will enhance the entire site. All of the planting is designed to create shade, frame views and most of all to be a complementary aesthetic feature. Much of the planting throughout the site will be natives or species that are very easily cared for. All landscape areas will be irrigated with an automatic irrigation system to provide 100% coverage with 100% overlap of spray. The system will be equipped with an automatic shut off device in case of rainfall.

- (3) Provide a land use or combination of land uses that are arranged and designed in such a manner as to be well integrated with other land uses, the immediate surrounding area, the planned thoroughfare system, and other public facilities such as water and sewer systems, parks, schools, transit routes and utilities.

The proposed residential land use is compatible with the existing residential nature of the area. The project has been designed in a manner that is considerate of the densities of the existing neighborhood. The proposed project, through the use of building siting and orientation, architectural design, setbacks, and landscape design and buffers, provides a unique project that will be harmonious with the area. The project utilizes the existing street network and water and sewer infrastructure. The site is also adjacent to a major thoroughfare with potential for mass transit access. The project will provide neighborhood improvements through new shaded walking paths that connect all included blocks and open green spaces.

- (4) Adequately, reasonably and conveniently integrate into existing and planned streets, transit systems, public services, utilities and public facilities.

The proposed project is designed to integrate into the existing infrastructure in the area. The existing water and sewer infrastructure on NE 38th Court and 39th Avenue will be utilized. The surrounding roadway and transit network will adequately serve the site without any major disruptions or alterations. A traffic study utilizing methodology agreed upon between the City and the Applicant demonstrated that adequate capacity is available to support future traffic volumes.

- (5) Promote development that is appropriate to and well-integrated with its environmental setting and surrounding neighborhood, including existing vegetation, soils, geology, topography and drainage patterns.

The site has been cleared and has minimal trees and no environmental constraints. The soils are the same as developed parcels surrounding the site and the street network has set the proposed development topography. Drainage will be designed to meet city and water management standards. The heights proposed are a result of balancing the character of the surrounding neighborhood while maximizing the location of the multi-story building along the more trafficked, major roadway.

- (6) Adequately justify any deviations from standard development requirements based upon the overall quality of the plan provided, the need to address specific concerns outlined in the statement of need, and the need to address other conditions that may affect the viability of reasonably developing the property in a manner consistent with stated objectives of the City's Comprehensive Plan.

Justifications for deviations are provided in TABLE 1.1- "Villas" Dimensional Requirements and TABLE 1.2 "Multi-Story Apartments" Dimensional Requirements.

- (7) Provide innovative design in comparison with development reviewed under other base zoning district regulations and demonstrate how the objectives of the proposed PDD could not have been achieved by any other zoning category.

The applicant is proposing a mix of affordable units and senior housing opportunities which will supply the community with a variety of housing needs. The PDD allows the project to be designed in a manner that provides a variety of affordable housing types and a multi-story building for senior population on commercial land use, through allocation of flex units. Overall, the design and result of the proposed project will be an asset to the City of Deerfield Beach residents that would be more challenging to accommodate when applying other base district regulations. Limitations with setbacks and plot coverage ratios that would otherwise hinder this cohesive residential development are able to be addressed through this PDD while also creating a separate district with very specific goals.

- (8) For developments containing residential units, the PDD must provide for on-site open space and recreational amenities appropriate to the future residents and, to the extent practicable, provide for a variety of dwelling units and building types.

Generous open space and amenities will be provided as illustrated in the conceptual master plan provided on Exhibit D of this document. For the neighborhood, amenities include small green parklet areas at the corners of NE 8th Avenue with NE 39th Street and with NE 38th Court (around the multi-story building) and a landscaped buffer along NE 39th Street to serve as a new jogging path. For the private use of the new residential units, amenities also include a community clubhouse, playground and dog park in the Villas site and a rooftop/ outdoor lounge area in the multi-story building's podium deck.

The project proposes a variety of building and unit types which include garden style apartments (two and three bedrooms) and one 8-story apartment building along Dixie Highway with more compact senior-living residential units (one and two bedrooms).

- (9) For non-residential developments, the PDD shall provide for inviting, pedestrian oriented public spaces.

Not applicable

EXHIBIT A

LOCATION MAP

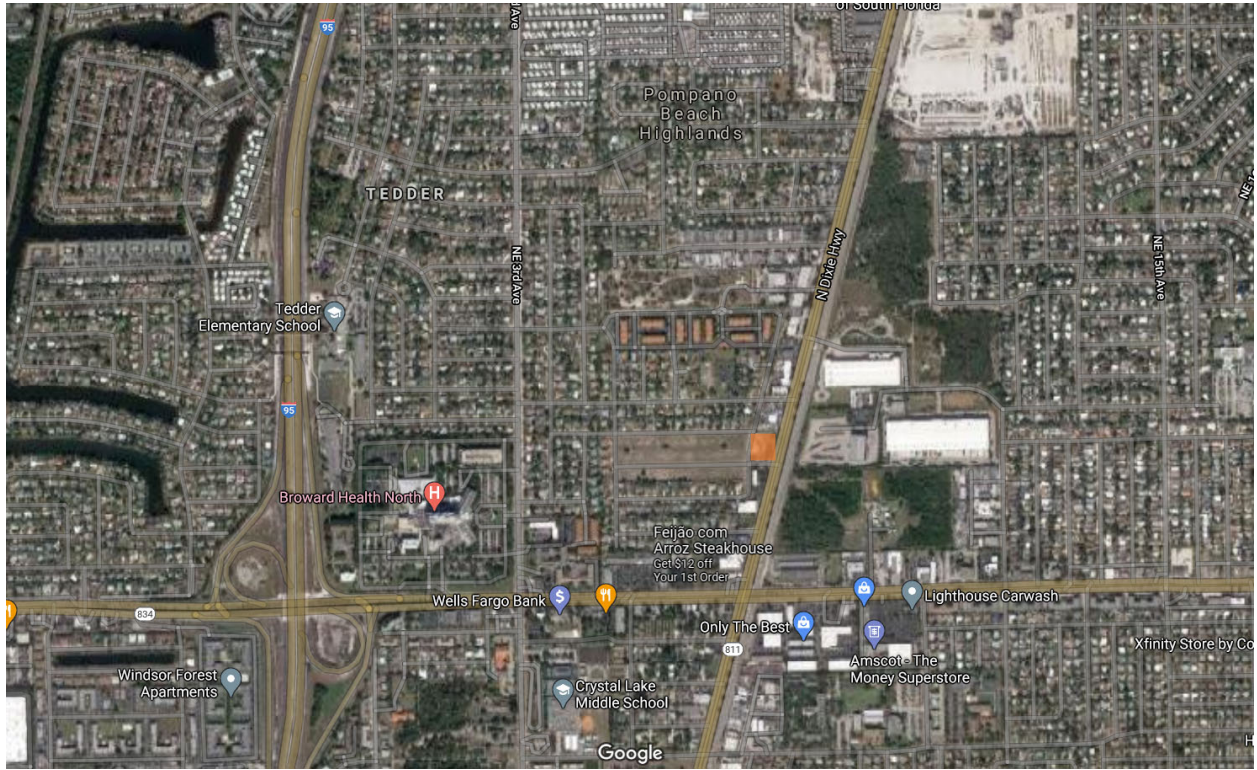


EXHIBIT B

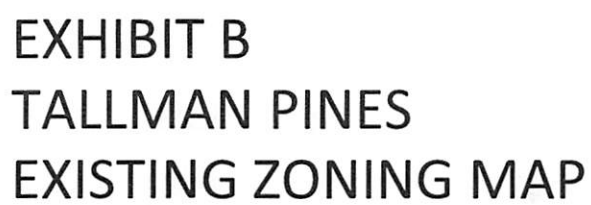


EXHIBIT C

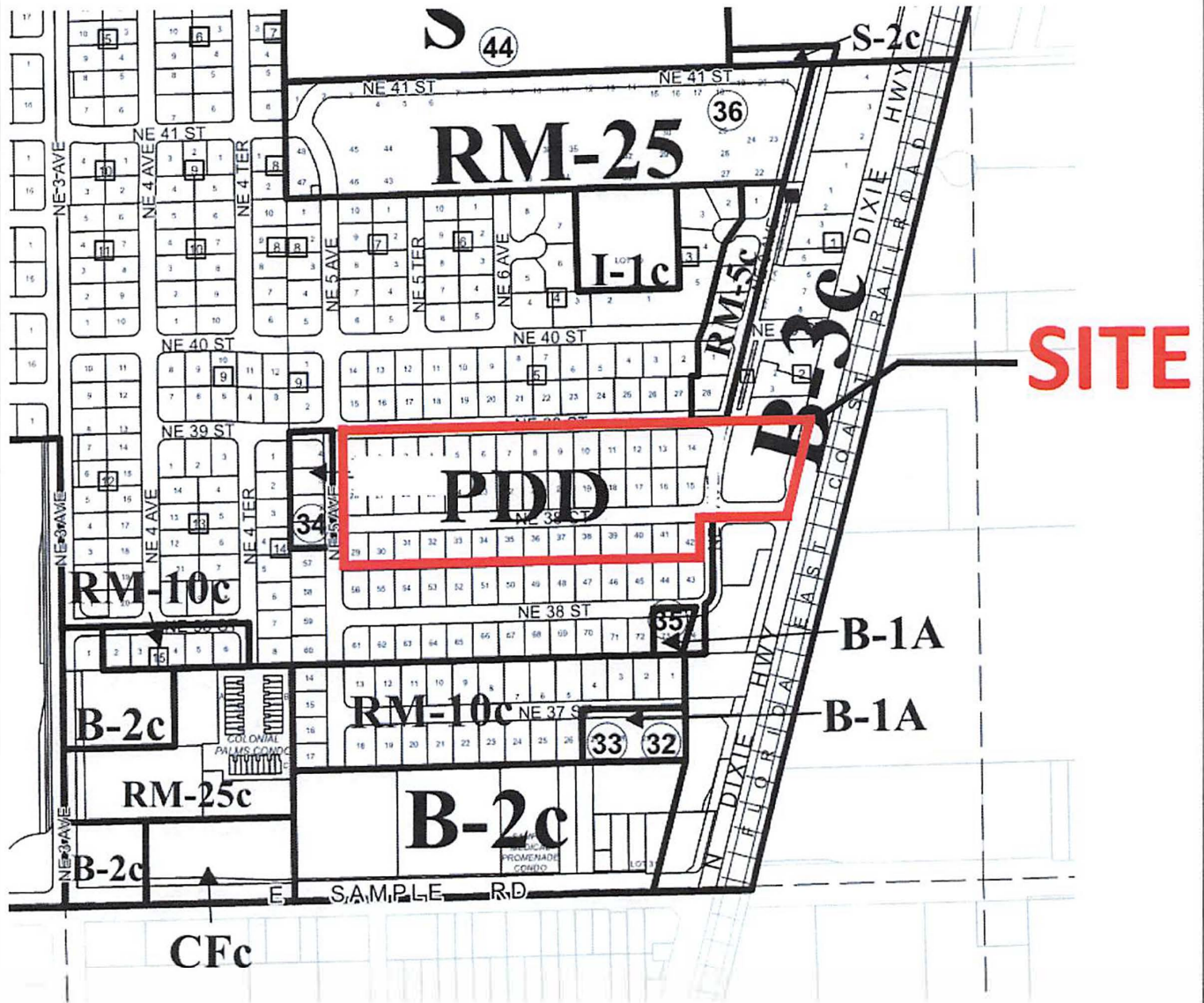


EXHIBIT C TALLMAN PINES PROPOSED ZONING MAP



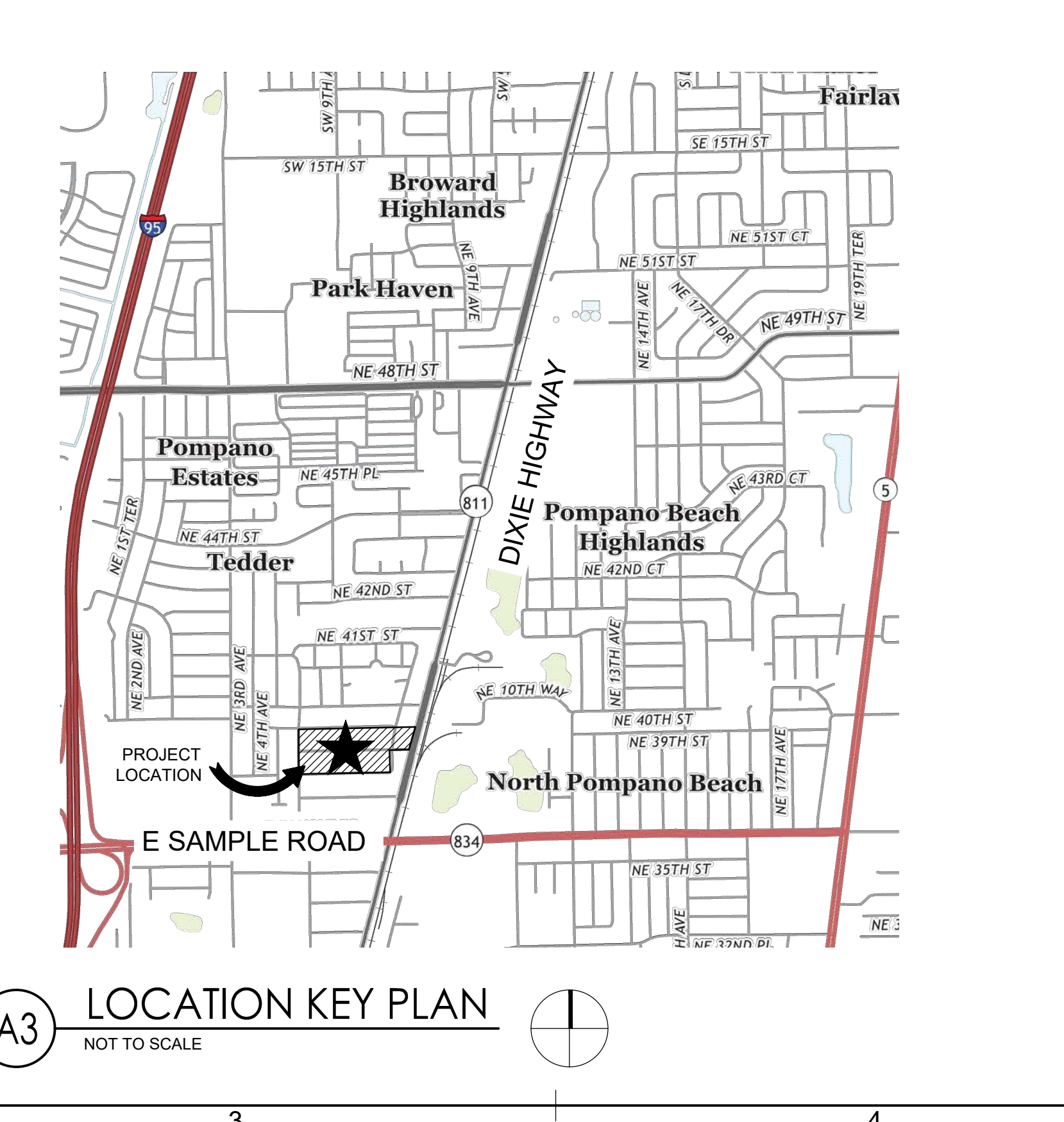
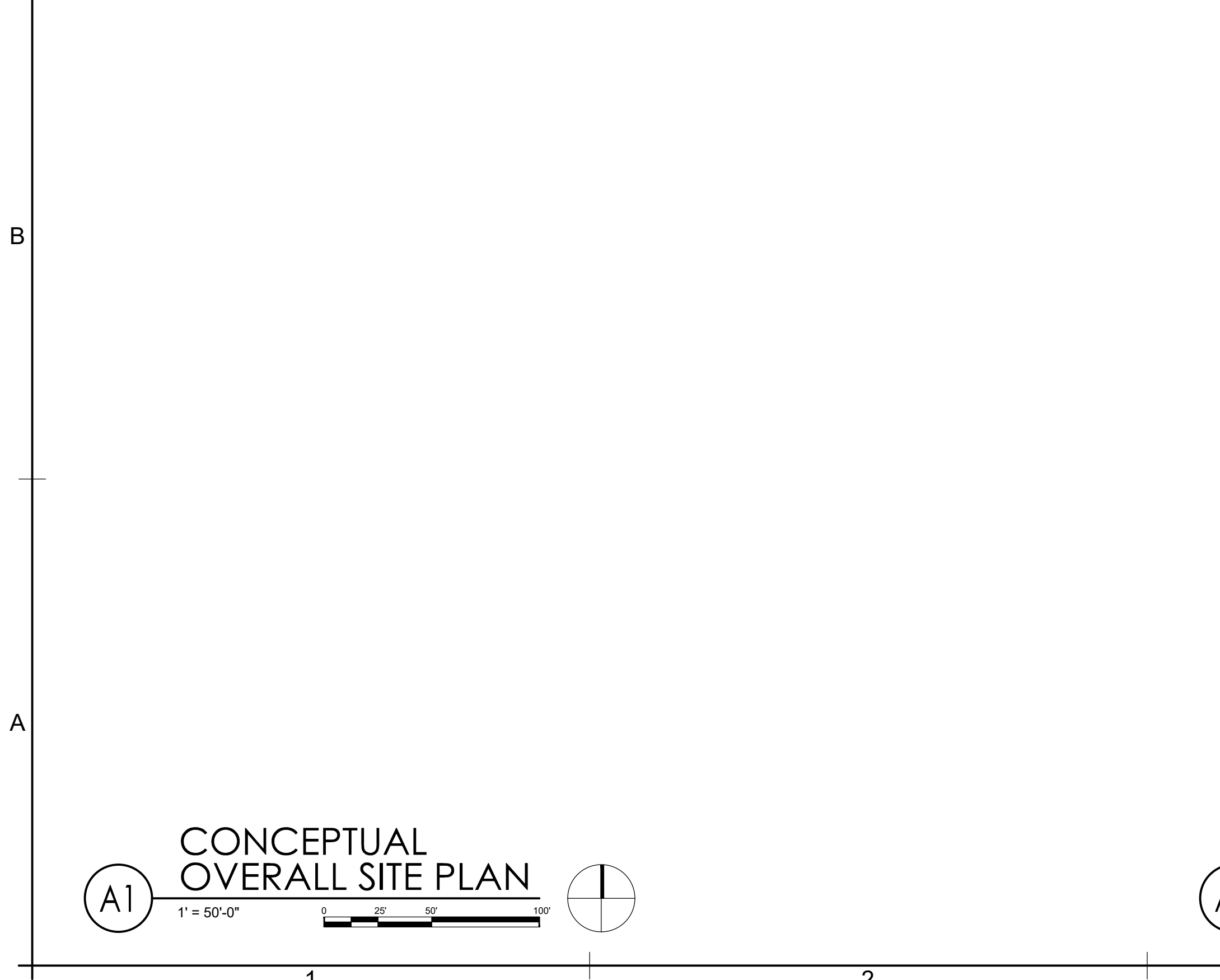
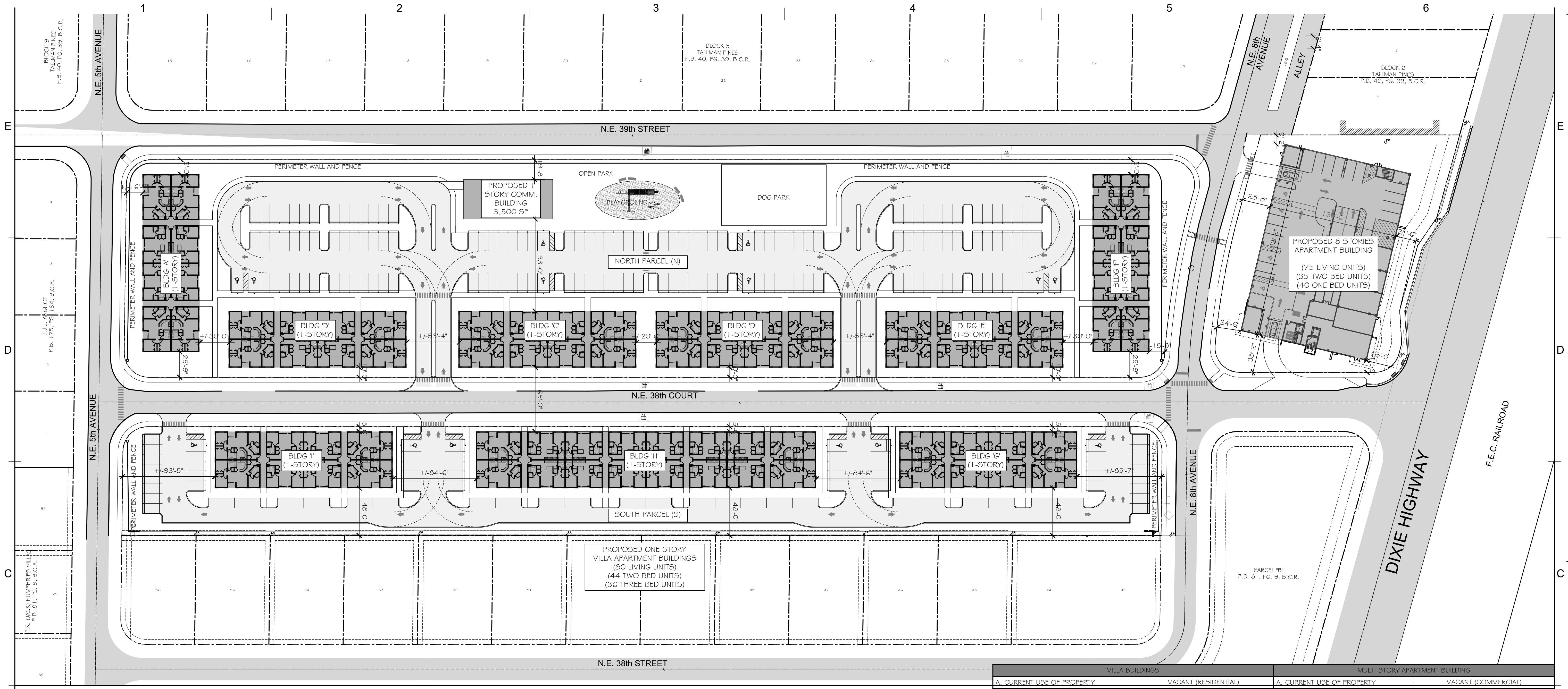
EXHIBIT D



EXHIBIT D - MASTER PLAN



EXHIBIT E



VILLA BUILDINGS			MULTI-STORY APARTMENT BUILDING		
A. CURRENT USE OF PROPERTY	VACANT (RESIDENTIAL)		A. CURRENT USE OF PROPERTY	VACANT (COMMERCIAL)	
B. LAND USE DESIGNATION	RESIDENTIAL		B. LAND USE DESIGNATION	COMMERCIAL	
C. ZONING DESIGNATION / REZONING	EXISTING	CONCEPTUAL DESIGN	C. ZONING DESIGNATION / REZONING	EXISTING	CONCEPTUAL DESIGN
PLANNED DEVELOPMENT DISTRICT	RS-4C	PDD	PLANNED DEVELOPMENT DISTRICT	B-3C	PDD
D. WATER / WASTE WATER SERVICE PROVIDER	CITY OF DEERFIELD BEACH		D. WATER / WASTE WATER SERVICE PROVIDER	CITY OF DEERFIELD BEACH	
E. SITE NET AREA	348,626 S.F.	8.00 ACRES	E. SITE NET AREA	45,845 S.F.	1.06 ACRES
BUILDING COVERAGE	40% MAX	101,635 SF (29.16%)	BUILDING COVERAGE	35% MAX	25,900 SF (56.49%)
IMPERVIOUS (SIDEWALKS / DRIVEWAYS)	N/A	132,449 SF (37.99%)	IMPERVIOUS (SIDEWALKS / DRIVEWAYS)	N/A	3,064 SF (6.68%)
PERVIOUS (OPEN SPACE)	15% MIN	114,542 SF (32.85%)	PERVIOUS (OPEN SPACE)	15% MIN	16,881 SF (36.93%)
TOTAL SITE AREA	348,626 S.F.	100%	TOTAL SITE AREA	45,845 S.F.	100%
F. BUILDING GROSS AREA			F. BUILDING GROSS AREA		
VILLA APARTMENT 1 STORY GROSS AREA	8x	10,260 S.F.	BUILDING 1 ST. FLOOR BLDG. (LOBBY & GARAGE)	1x	25,370 S.F.
VILLA APARTMENT "H" 1 STORY GROSS AREA	1x	19,555 S.F.	BUILDING 2ND & 3RD FLOOR BLDG. (GARAGE)	2x	23,080 S.F.
COMMUNITY BLDG AREA		2,400 S.F.	BUILDING 4TH FLOOR BLDG. (LIVING UNITS & TERRACE)	1x	25,370 S.F.
COMM. BLDG ACCESSORY USES	1x	1,100 S.F.	BUILDING 5TH THRU 8TH FLOOR BLDG. GROSS AREA (LIVING UNITS)	4x	14,600 S.F.
TOTAL BLDG. GROSS AREA	10 BUILDINGS	105,135 S.F.	TOTAL BLDG. GROSS AREA	1 BUILDING	155,300 S.F.
G. BUILDING HEIGHT PER CODE DEFINITION	35'-0" HEIGHT		G. BUILDING HEIGHT PER CODE DEFINITION	35 - 120 ft. (PER BROWARD LDC SEC. 39-299)	
H. STRUCTURE LENGTH		182 / 343 FEET	H. STRUCTURE LENGTH		182 / 343 FEET
I. PARKING CALCULATION			I. PARKING CALCULATION		
APARTMENT PARKING SPACES	REQUIRED (N) 106 (S) 70	PROPOSED (N) 136 (S) 69	APARTMENT PARKING SPACES	130 SPACES	
COMMUNITY BUILDING (1/200SF)	12	12	ACCESSORY USES	N/A	
COMM. BLDG ACCESSORY USES	N/A	N/A	TOTAL NUMBER OF PARKING	130 SPACES	103 SPACES
TOTAL NUMBER OF PARKING	190 SPACES	217 SPACES	HANDICAP PARKING SPACES	<5 SPACES>	<5 SPACES>
HANDICAP PARKING SPACES	<6 SPACES>	<14 SPACES>			
J. SETBACK MINIMUM			J. SETBACK MINIMUM		
NE 39TH STREET MIN. (REAR)	15'-0"	15'-0"	GENERAL SETBACKS	10'-0"	10'-0"
NE 38TH COURT MIN. (FRONT)	25'-0"	5'-0"	INTERSECTION 38TH CT & N. DIXIE	25'-0"	10'-0"
NE 5TH AVE (SIDE, STREET)	15'-0"	15'-0"	INTERSECTION 38TH CT & 8TH AVE	25'-0"	25'-0"
NE 8TH AVE (SIDE, STREET)	15'-0"	15'-0"	INTERSECTION OF A DRIVEWAY & STREET	15'-0"	15'-0"
SOUTHERN PERIMETER (ADJACENT TO RESIDENTIAL, OR REAR) MIN.	15'-0"	15'-0"			

SITE PLAN IMPROVEMENTS FOR:
APARTMENTS @
TALLMAN PINES

DEERFIELD BEACH, FLORIDA

barranco gonzalez • architecture • planning • interior design

1915 southeast 4th avenue fort lauderdale, fl 33316 phone: (954) 961-7685 fax: (954) 961-7685 email: bgonzalez@bgonzalez.com

DESIGNED
CVG

DRAWN
JO

CHECKED
CVG

DATE:
11/19/20

COMM:
200722

REVISIONS

OVERALL SITE PLAN

AS-101

THE ARCHITECT HEREBY EXPRESSLY RESERVE THEIR COPYRIGHT AND PROPERTY RIGHTS IN THESE PLANS. DRAWINGS ARE NOT TO BE REPRODUCED, CHANGED, OR COPIED IN ANY FORM OR MANNER WHATSOEVER WITHOUT FIRST OBTAINING WRITTEN PERMISSION AND CONSENT. NOR ARE THEY TO BE ASSIGNED TO ANY PARTY WITHOUT FIRST OBTAINING SAID WRITTEN PERMISSION AND CONSENT.

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City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2021-911

Agenda Date: 9/13/2021

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Development Agreement with the developer of the Tallman Pines Development located at 500-730 NE 38th Court, 501-731 NE 38th Court, 500-750 NE 39th Street and 3851 N. Dixie Highway and consisting of approximately 11.95 gross acres; authorizing execution of the Development Agreement; providing for an effective date. (Companion for Item #6)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Current Activity

The Applicant, Broward County Housing Authority, has submitted a Development Agreement to comply with the rezoning requirements for the PDD (Planned Development District) for the Tallman Pines development (Application No. 19-R-188). Pursuant to *Section 98-68.-PDD, planned development district*, applicants for rezoning to the PDD district must submit a development agreement, including a statement of need, to be considered by the City Commission, in conjunction with the rezoning application demonstrating that the Applicant has provided for or complied with the following:

- (1) A higher level of connectivity via vehicular, pedestrian, and bicycle access to surrounding land uses, areas of public activity, mass transit, and the city as a whole.
- (2) Opportunities either regionally or on-site to provide for affordable or senior designated housing.
- (3) Energy efficient and green building design including, but not limited to, use of reclaimed water, solar energy systems, use of green roofs and green walls, and other measures that will relieve pressure on public and private utility systems, and reduce pollution and urban heat islands.
- (4) A high quality of design and materials that are integrated throughout the site and will be complimentary to and enhance the surrounding neighborhood and the city as a whole.
- (5) The preservation and enhancement of desirable site characteristics, natural or

manmade, including, but not limited to, vegetation, geological features, and historical features.

(6) More useable and suitably located public open space and amenities.

It should be noted that the Ordinance for the Rezoning (Application 19-R-188) includes conditions requiring approval and recordation of a Development Agreement in compliance with Section 98-68 of the Code and providing at a minimum for the following in the development:

1. Construction of up to 155 affordable residential units in up to two (2) phases, with Phase I consisting of the one story villas / garden apartments (up to 80 units) and Phase 2 consisting of senior housing (up to 75 units).
2. The Developer shall commit all residential units on the Property as affordable housing units, with all such units memorialized by a Restrictive Covenant, which shall be recorded prior to issuance of the first building permit for a residential unit in the Development.
3. As part of the site plan application, the Developer shall be required to work with all utility providers to ensure existing and required infrastructure is incorporated in the Development.
4. The design elements, including landscaping and architecture, shall adhere to the City's Pioneer Grove Design Standards. Such design shall also include opportunities to increase pedestrian connectivity with the surrounding neighborhood and within the Property itself.
5. Provision of a minimum of two parklets at the corners along NE 8th Avenue, each approximately 2,500 square feet in area and to provide places with shade and aesthetic landscaping for the neighborhood's pedestrian traffic. The Developer and City staff will determine the final uses and features to be included in these parklets through the site plan approval process.
6. In the villas/garden apartments portion of the Property, the Developer shall provide recreational amenities in the form of a multi-purpose clubhouse (approximately 3,500 square feet), a dog park, and a playground for its residents. In the senior housing apartments, the recreational amenities shall be provided within the building and include: a clubhouse room, fitness center, and outdoor deck at the fourth-floor level.
7. The Developer, or its management agent, shall take on all ownership and maintenance responsibilities for the parklets and all recreational amenities for the Development.
8. The Developer shall enter into a shared use parking agreement between the two development phases that will include a provision that at least five (5) parking spaces on the villas/garden apartments site be reserved for employees of the senior housing phase and their related visitors (i.e. inspectors, compliance officers, etc). Such agreement shall be recorded in the public record prior to the issuance of the first building permit for the first residential unit in the first phase of the Development.
9. Compliance with the PDD property development regulations approved as part of this Rezoning application and that are specific to this Property.

10. The apartment building shall be limited to a maximum height of 65 feet.
11. Easements shall be provided to the adjacent property owners to the project who have an existing fence that encroaches on the Property.
12. Privacy walls shall be installed along the south and west side of the apartment building.

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A DEVELOPMENT AGREEMENT WITH THE DEVELOPER OF THE TALLMAN PINES DEVELOPMENT LOCATED AT 500-730 NE 38TH COURT, 501-731 NE 38TH COURT, 500-750 NE 39TH STREET AND 3851 N. DIXIE HIGHWAY AND CONSISTING OF APPROXIMATELY 11.95 GROSS ACRES; AUTHORIZING EXECUTION OF THE DEVELOPMENT AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Rezoning Application No. 19-R-188 (the “Rezoning Application”) was submitted to the City by the Broward County Housing Authority (the “Applicant”) seeking a rezoning for the parcels located at 500-730 NE 38th Court, 501-731 NE 38th Court, 500-750 NE 39th Street, and 3851 N. Dixie Highway to a Planned Development District (“PDD”) to develop villas, consisting of 80 units, and a multi-story apartment building, consisting of 75 units (the “PDD Development”); and

WHEREAS, the PDD Development site is approximately 11.95 gross acres of land consisting of several parcels generally described as PARCEL “A,” TOGETHER WITH LOTS 1 THROUGH 42 OF (JACK) HUMPHRIES VILLAS, according to the plat thereof as recorded in Plat Book 81, Page 9 and located at 500-730 NE 38th CT, 501-731 NE 38 CT, 500-750 NE 39th ST., and 3851 N Dixie Highway, Deerfield Beach, Florida (collectively, the “Property”); and

WHEREAS, pursuant to Section 98-68 of the City’s Land Development Code (the “Code”), the Rezoning Application must include a statement of need, conceptual master plan, and proposed property development requirements, and is subject to execution of a Development Agreement in compliance with the Code; and

WHEREAS, the Rezoning Application was reviewed by pertinent City staff, and the Planning and Zoning Board voted to recommend denial of the Rezoning Application on May 6, 2021; and

WHEREAS, on September 13, 2021, the Rezoning Application, which includes a statement of need, conceptual master plan, and proposed property development requirements for the Property, was approved by the City Commission; and

WHEREAS, the City and Applicant have negotiated a development agreement, attached as Exhibit “A” (the “Development Agreement”), which memorializes the Applicant’s obligations regarding the PDD Development; and

WHEREAS, City Staff recommends that the City Commission approve, and authorize execution of, the Development Agreement, attached as Exhibit “A.”

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The Development Agreement, attached as Exhibit “A,” is hereby approved.

Section 3. The Mayor and the City Manager are authorized to execute the Development Agreement, attached as Exhibit “A,” together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution.

Section 5. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2021.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the “Agreement”) is entered into this ____ day of _____, 2021 (the “Effective Date”), by and between the **CITY OF DEERFIELD BEACH, FLORIDA** (the “City”) and the **BROWARD COUNTY HOUSING AUTHORITY** (the “Developer”), an independent special district organized under Chapter 421, Florida Statutes, of the State of Florida. The City and Developer are referred to collectively as the “Parties.”

WITNESSETH:

WHEREAS, the Developer owns the property described on Exhibit A (the “Property”); and

WHEREAS, the City, through the Future Land Use Element of its Comprehensive Plan recognizes the need to “promote and implement appropriate land uses and development patterns consistent with smart growth principles...to maximize natural and socioeconomic resources, and to preserve and improve the health, safety and welfare of the City’s residents and visitors” and further recognizes that the creation of a range of housing opportunities coupled with distinctive, attractive communities with a strong sense of place achieves such principles (Goal FLU 8.0); and

WHEREAS, the 2018 Broward County Housing Needs Assessment detailed the lack of affordable housing supply inventory in the City by income level, identifying a need for 1,179 rental units to meet the needs of extremely low income residents, 1,241 units for very low income residents, and 1,262 units for low income residents; and

WHEREAS, the Developer and the City recognize that the Property’s unique location in the Pioneer Grove District coupled with its size, 11.95 gross acres/9.06 net acres, and access to public transit and major transportation thoroughfares make the Property uniquely suitable to meet the City’s desire and need for high-quality affordable housing for its senior citizens and working families (See Exhibit B for survey and zoning maps); and

WHEREAS, the Developer desires to develop villas, consisting of 80 units in the inner 8-acre portion of the Property and multi-story apartments, consisting of 75 units on the 1.06-acre portion of the Property located adjacent to North Dixie Highway (the “Project”); and

WHEREAS, the Developer has applied to the City for a rezoning of the Property to Planned Development District (“PDD”) to help fulfill the City’s need for affordable housing on vacant, underutilized property suitably located adjacent to existing residential neighborhoods and commercial properties with pedestrian and vehicular access to N. Dixie Highway; and

WHEREAS, pursuant to Section 98-68 of the City’s Land Development Code (“LDC”), the application for rezoning requires the Developer to submit this Agreement which must include a Statement of Need (the “Statement”); and

WHEREAS, the City has allocated 115 residential flexibility units to the Property for a future affordable housing development project through Resolution No. 2019/127 subject to City Commission approval of a rezoning and site plan approval for the Property (See Exhibit C); and

WHEREAS, the Developer has provided a Conceptual Master Plan (“CMP”) to guide development of the Property so that the Property will be developed in a substantially similar manner that adheres to the City’s Pioneer Grove Style, enabling the Property’s strategic location and affordable housing land use to be maximized while conforming to the City’s Comprehensive Plan and future land use designation as Low Residential (4 dwelling units/acre) and Commercial; and

WHEREAS, the Developer has the full authority and right to enter into this Agreement and implement its terms, and Developer represents that there are no other consents or approvals necessary to bind the Property.

NOW THEREFORE, BE IT AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

Section 1. Recitals. The above Whereas clauses are true and correct and made a part thereof as is fully set forth therein.

Section 2. Affordability. The Developer shall commit all residential units as affordable housing units, reserved for occupancy by eligible households and affordable to households whose annual income does not exceed eighty percent of median income, adjusted for household size, and no more than thirty percent of the monthly household income is paid for monthly housing expenses. The commitment to develop all residential units on the Property as affordable housing shall be memorialized via a Restrictive Covenant thereby ensuring that the heirs, successors and assigns of the Property will use it for affordable housing consistent with this Section.

Section 3. Development Phasing and Financing. The City acknowledges that construction of the Project may take place in phases due to funding availability for each component, and further agrees that it will work with the Developer to provide letters of support for such funding and grant requests, as appropriate, provided that the Project is developed in accordance with this Agreement. Please see the Site Plan provided as Exhibit D depicting both phases: Phase 1 - the Villas, consisting of 80 units in the inner 8-acre portion of the Property; and Phase 2 - the Multi-story Apartments, consisting of 75 units on the 1.06-acre portion of the Property located adjacent to North Dixie Highway (Phase 1 and Phase 2 collectively, the “Phasing Plan”).

Amendment of the Phasing Plan may be administratively approved by written agreement between Developer and the City Manager or his designee so long as all infrastructure associated with each phase remains coordinated so as to provide adequate mitigation for the impacts associated with the development proposed in that phase, and the City obtains like public benefits associated with each phase.

Section 4. Utilities. The Developer acknowledges that it will work with all utility providers with recorded easements encumbering the property affected by the Project to minimize any impacts to the surrounding community including the relocation of existing infrastructure. See Survey, Exhibit B, Depicting Right-of-Way Location and Easements

Section 5. Statement of Need. Pursuant to Section 98-68(c) of the City's LDC, the Developer is required to provide the Statement of Need attached as Exhibit "E":

Section 6. Design Standards. The Developer acknowledges that any proposed design and materials used throughout the Property will be high quality, energy efficient, and environmentally conscious. The Developer further warrants that the design elements including landscape and architecture will adhere to the Pioneer Grove Design Standards. Such design will increase pedestrian connectivity with the surrounding neighborhood and within the Property itself.

Section 7. Open Space and Recreational Amenities. The development includes the provision of two parklets at the corners along NE 8th Avenue, shown on the Site Plan. These public parklets are approximately 2,500 square feet in size and are proposed to provide places with shade and aesthetic landscaping for the neighborhood's pedestrian traffic. The Developer and City staff will determine the final uses and features to be included in these parklets through the site plan approval process.

In the Villas portion of the Property, the Developer will provide recreational amenities in the form of a multi-purpose clubhouse (approximately 3,500 square feet), a dog park, and a playground for its residents. In the Multi-story Apartments, the recreational amenities will be provided within the building and include: a clubhouse room, fitness center, and outdoor deck at the fourth-floor level.

The Developer, or its management agent, shall take on all ownership and maintenance responsibilities for the parklets and all recreational amenities in both phases.

Section 8. Parking. The development includes the provision of a parking reduction of up to 25% for the parking requirement of the Phase 2 - Multi-story Apartments of the PDD. The parking requirements for the Phase 1 – Villas remains unchanged and will be met and exceeded. To further help reduce the parking need within the Multi-Story building, the Developer will enter into a shared use agreement between the two phases (for parking) which will include a provision that at least five (5) parking spaces on the Villas site be labeled and reserved for employees of the Multi-story Apartments phase and their related visitors (i.e. inspectors, compliance officers, etc). Since any office parking spaces needed in the Multi-story building are for management employees operating that building, this arrangement maximizes the availability of on-site parking for senior residents and their guests while maintaining the PDD's design efficiency.

Section 9. Modification to PDD, Master Plan, and Site Plan. From time to time, Developer may have a need to request that the City approve amendments to the Site Plan and exhibits attached hereto. Provided that said Site Plan amendments or amendments to the exhibits

attached hereto meet the criteria in the City Code for administrative site plan amendments as determined by the City's Planning and Development Services Director or designee and do not conflict with the terms of this Agreement, no amendments to this Agreement shall be required for such amendments to the Site Plan or amendments to the exhibits attached hereto. Notwithstanding, in the event of a change or modification to the Site Plan or exhibits to this Agreement is required by applicable governmental or quasi-governmental authorities, such change or modification will not require an amendment to this Agreement.

Section 10. Ownership. The Developer warrants that it is the owner in fee simple of all of the parcels and lots that form the Property that is the subject of this Agreement. The City acknowledges that the Developer may lease each phase of the Property to an affiliated, single-purpose entity created specifically to develop and manage each project ("SPE"). In such a case, the Developer warrants that each SPE shall assume and undertake to pay, perform, and discharge each and every one of the obligations of the Developer under this Agreement. In the event SPE, as lessee, fails to perform, the Developer shall remain responsible for compliance with the obligations set forth in this Agreement.

Section 11. Incorporation. The Developer has provided for and hereby incorporates by reference all relevant site data tabulations and justification for all proposed relevant site data tabulations.

Section 12. Exhibits. The Developer has provided for and hereby incorporates by reference the following Exhibits:

Exhibit A: Legal Description

Exhibit B: Survey

Exhibit C: City of Deerfield Resolution 2019-127

Exhibit D: Site Plan and Conceptual Master Plan.

Exhibit E: Statement of Need

Exhibit F: Site Data Tables

Section 13. Final and Complete Agreement. Notwithstanding anything contained herein to the contrary, this Agreement, together with any conditions of approval related to LUPA, Rezoning, and Site Plan, including any related exhibits and schedules attached hereto, constitutes the sole and entire agreement of the parties with respect to the subject matter contained in this Agreement, and supersedes all prior and contemporaneous understandings, promises, inducements, conditions, agreements, representations, and warranties between the parties hereto with respect to such subject matter, regardless of whether such is written, oral, express, or implied.

s

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

CITY:

CITY OF DEERFIELD BEACH

By: _____
Bill Ganz, Mayor

Attest:

Samantha Gillyard, City Clerk

APPROVED AS TO FORM:

Anthony C. Soroka, City Attorney

DEVELOPER:

**BROWARD COUNTY HOUSING
AUTHORITY**, a public body corporate and
politic organized and existing under the laws
of the State of Florida

By: _____
Ann Deibert, Chief Executive Officer

Exhibit "A"
LEGAL DESCRIPTION

PARCEL "A", TOGETHER WITH LOTS 1 THROUGH 42 OF, F.R. (JACK) HUMPHRIES F.R. (JACK) HUMPHRIES VILLAS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 81, PAGE 9, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

ALL OF THE DESCRIBED LAND HEREON LYING IN THE CITY OF DEERFIELD BEACH, BROWARD COUNTY FLORIDA AND CONTAINING 394,534 SQUARE FEET (9.057 ACRES) MORE OR LESS.

**Exhibit “B”
SURVEY**

Exhibit “C”
CITY OF DEERFIELD BEACH RESOLUTION

Exhibit “D”
SITE PLAN AND CONCEPTUAL MASTER PLAN

Exhibit “E”

Statement of Need

The City has identified the need for adequate affordable housing developments in its Comprehensive Plan, as adopted August 5, 2014, through the following Future Land Use Element (“FLU”) goals and policies:

GOAL FLU 3.0: Redevelop blighted and deteriorated sections of the City to provide adequate and affordable housing for a variety of income and ethnic groups, promote local businesses to support those residents, increase employment, decrease crime and expand the tax base.

Policy FLU 3.1.4: Implement programs which provide for the elimination of inadequate housing and rehabilitation and redevelopment of adequate and affordable housing for persons of low and moderate income.

GOAL FLU 8.0: Promote and implement appropriate land uses and development patterns consistent with smart growth principles, (as defined by the Smart Growth Network and listed below), to maximize natural and socioeconomic resources, and to preserve and improve the health, safety and welfare of the City’s residents and visitors.

Ten Principles of Smart Growth

1. Mix land uses.
2. Take advantage of compact building design.
3. Create a range of housing opportunities and choices.
4. Create walkable neighborhoods.
5. Foster distinctive, attractive communities with a strong sense of place.
6. Preserve open space, natural beauty, and critical environmental areas.
7. Strengthen and direct development towards existing communities.
8. Provide a variety of transportation choices.
9. Make development decisions predictable, fair, and cost effective.
10. Encourage community and stakeholder collaboration in development decisions.

The Developer recognizes the City’s need for adequate affordable housing developments and further reiterates this need:

The 2018 Broward County Housing Needs Assessment detailed the lack of affordable housing supply inventory in the City by income level, identifying a need for 1,179 rental units to meet the needs of extremely low income residents; 1,241 units for very low income residents; and 1,262 units for low income residents.

The Developer plans to address this need by using vacant, underutilized property suitably located adjacent to existing residential neighborhoods and commercial properties with pedestrian and vehicular access to N. Dixie Highway.

The Developer proposes to help fulfill this need by developing the Property into affordable housing

for both senior households and families using a combination of available housing eligibility programs and financing sources to serve the most critical needs in the City. These programs may include any combination of the following: Project Based Section 8, Affordable (Low Income Housing Tax Credit) units, Workforce Units, Mixed-Income, Mixed Affordable and Market Rate, and Mixed Use.

Developing this site with residential units will also increase the City's tax base. By making housing expenses more reasonable, the provision of affordable housing further supports the City's economic goals by ensuring residents have additional spending dollars that can now go to local entertainment, dining, shopping and education.

Exhibit “F”
SITE DATA TABLES

TABLE 1.1- “VILLAS” DIMENSIONAL REQUIREMENTS			
Requirements	RS-4c	PDD	Justification
Lot Area, Min.	7,500 sq. ft.	8 acres	No change, meets Code
Density, Max.	4 DU/AC	80 units	40 flex units allocated through Resolution No.2019-127
Building Height, Max.	35 ft.	35 ft.	No change, meets Code
FAR	N/A	N/A	N/A
Setbacks, Minimum:			
NE 39 th Street min. (rear)	15 ft.	15 ft.	No change, meets Code
NE 38th Court min. (front)	25ft.	5 ft.	Buildings facing each other on this street are all part of the same Villas development so it does not affect other neighbors or setbacks to other properties. In fact, this allows us to maintain all other setbacks at or above the required minimum.
NE 5 Ave min. (side, street)	15 ft.	15 ft.	No change requested
NE 8 Ave min. (side, street)	15 ft.	15 ft.	No change requested
Southern perimeter (adjacent to residential, or rear) min.	15 ft.	15 ft.	No change requested
Lot Coverage %, max.	40%	40 %	No change requested
Parking Space	10 ft. x 20 ft.	10 ft. x 20 ft.	No change requested
Unit Sizes			
1 Bedroom	800 sq. ft.	800 sq. ft.	No change requested
2 Bedroom	800 sq. ft.	900 sq. ft.	New minimum proposed to ensure adequate sizing for residents, based on City of Deerfield LDC standards.
3 Bedroom	800 sq. ft.	1,050 sq. ft.	New minimum proposed to ensure adequate sizing for residents, based on City of Deerfield LDC standards.

TABLE 1.2- “MULTI-STORY APARTMENTS” DIMENSIONAL REQUIREMENTS			
Requirements	B-3c	PDD	Justification
Lot Area, Min.	No minimum	1.06 acres	No change requested
Density, Max.	25 DU/AC	75 units	75 flex units allocated through Resolution No.2019-127
Building Height, Max.	35 -120 ft. (per Broward LDC Sec. 39-299)	35-120 ft.	No deviation requested from the maximum outlined in Broward County LDC Sec. 39-299. Podium is under the 55 feet maximum and the tower is under the 120 feet maximum which are the two limits that apply to this site based on its distance from Single Family zoned lots.
Setbacks, Minimum:			
● Setbacks	10 ft. All sides separated from a residentially zoned plot by a street (per Broward LDC Sec. 39-294.(f).2.)	10 ft.	No change requested or needed, since the North abuts B-3c zoning, the East fronts N. Dixie Hwy., the West abuts the Villas portion of this PDD, and the South fronts B-3c zoning.

● Intersection of NE 38 th Ct and N. Dixie Hwy.	25ft. (per Broward LDC Sec. 39-294.(f).4.)	10 ft.	At the intersection of NE 38 th Court and N. Dixie Highway it is necessary to have the building closer to that corner to maximize the building's floor plate with efficiency, mainly due to the site's irregular angles which make for a challenging parking garage design; this corner is also the building's main entrance and decreasing the setback will make that more prominent and pedestrian friendly for anyone using the on-site bus stop.
● Intersection of NE 38 th Ct and NE 8 th Ave,	25ft. per Broward LDC Sec. 39-294.(f).4.)	25 ft.	No change requested
● At intersection of a driveway and street	15ft. (per Broward LDC Sec. 39-294.(f).4.)	15 ft	No change requested
Landscape Buffer along NE 8 Ave.	10 ft. on all sides separated from a residentially zoned plot by a street.	10 ft.	No change requested; NE 8 Ave is the only side that this applies to and the setback there meets the landscape buffer definition in Broward LDC Sec. 39-294(f)2.
Plot Coverage %, Maximum	35%	65%	An increase in the maximum plot coverage ratio is requested to maximize the size of the parcel and provide the number of affordable housing units that have been approved through Resolution 2019-197. The parcel's small size and irregular shape would make this density otherwise unachievable, especially with the on-site parking deck provided for residents. Instead, the new maximum requested aligns with the maximum allowed in the B-3 zoning category within the City of Deerfield Beach.
Parking Space	10 ft. x 20 ft.	10 ft. x 20 ft.	No change requested
Unit Sizes			
1 Bedroom	Not specified	700 sq. ft.	New minimum proposed to ensure adequate sizing for residents, based on City of Deerfield LDC standards.
2 Bedroom	Not specified	900 sq. ft.	New minimum proposed to ensure adequate sizing for residents, based on City of Deerfield LDC standards.
3 Bedroom	Not specified	1,050 sq. ft.	New minimum proposed to ensure adequate sizing for residents, based on City of Deerfield LDC standards.

[CONTINUED ON NEXT PAGE]

Table 2.1- "Villas" Parking Requirements			
Description		Required	Proposed
44 x 2-Bed. Unit	2.0 parking space / Unit	88 parking spaces	
36 x 3-Bed. Unit	2.5 parking space / Unit	90 parking spaces	
Total Residential		178 parking spaces	205 parking spaces
Community Bldg.	1/200 SF	12 parking spaces	12 parking spaces
Community Bldg. Accessory Uses	N/A	N/A	N/A
Total Project		190 parking spaces	217 parking spaces
ADA (part of total)	201 to 300 spaces	6 spaces**	14 spaces**
Overall Parking Ratio		2.38 spaces per unit	2.71 spaces per unit

Table 2.2- "Multi-story Apartments" Parking Requirements			
Description		Required	Proposed
40 x 1-Bed. Unit	1.5 parking space / unit	60 parking spaces	
35 x 2-Bed. Unit	2.0 parking space / Unit	70 parking spaces	
Total Residential		130 parking spaces	100 parking spaces
Accessory Uses	N/A	N/A	N/A
Total Project		130 parking spaces	103 parking spaces**
ADA (part of total)	101 to 150 spaces	5 spaces***	5 spaces***
Overall Parking Ratio		1.73 spaces per unit	1.37 spaces per unit

Table 3 – Landscaping Requirements	
General Requirements: Applicable to Entire PDD	
1 parking island every 10 spaces & 1 parking island at end of each row of parking	No change requested.
5 FT Perimeter Landscape Requirements Abutting Rear and Side Property Lines	No change requested.
Street Trees 30' o.c.	No change requested.
Sight Distance Clearance for Landscaping (intersection of an access and a ROW)	No change requested.
Sight Distance Clearance for Landscaping (intersection of two public ROWs)	No change requested.
Trees and Shrubs, required minimum quantities (trees)	
- One tree per terminal isle	No change requested.
- One tree per 30 l.f. periphery of property	No change requested.
Trees and Shrubs, required minimum quantities (shrubs and groundcovers)	
- 20 shrubs/groundcover for each required tree	No change requested.
Variety	
- 10% of all required trees shall be flowering species	No change requested.
- No more than 20% of all required trees shall be palms	No change requested.
- 50% of all required trees shall be native species	No change requested.
- 50% of all required shrubs/groundcover shall be native species	No change requested.
- 50% of required trees shall be installed relating to height of the structure	No change requested.
Specific Requirements: Applicable to Multi-story Apartments Site only	
10 FT Perimeter Landscape Buffer Requirements Abutting Public ROW (Per Broward LDC Sec. 39-87 Table 2).	No change requested.
Multi-story Apartments site will follow pioneer grove standards	No change requested.



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2021-924

Agenda Date: 9/13/2021

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Memorandum of Understanding ("MOU") with the Broward Metropolitan Planning Organization for administration of the B Tactical Urbanism Program Pilot Project; authorizing the City Manager to execute the MOU; providing for implementation and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The Tactical Urbanism Program, [BTactical](#), is a Broward MPO Complete Streets Initiative effort. The first pilot project will be held in the City of Deerfield Beach on NE 3 Avenue between NE 44th Street and Sample Road. This corridor was chosen by the Broward Metropolitan Planning Organization ("BMPO") as it was located on the Broward County Complete Streets Master Plan, intersects streets at high injury network locations, and includes numerous destinations such as schools, businesses, and hospitals in close proximity to residential homes. This initiative is a priority action item identified in the [Bicycle & Pedestrian Safety Action Plan](#), [Walkability Action Plan](#), and [Complete Streets Master Plan](#) to increase multimodal safety, accessibility, and connectivity in the Broward region.

The City and BMPO wish to enter into a memorandum of understanding to establish the cooperative arrangement between the City and the BMPO (the "MOU") for the purpose of developing, installing, and maintaining a pilot project entirely within the City's public right-of-way along NE 3rd Avenue, which encompasses several intersections between E Sample Road and NE 44th Street. Exact locations of improvements may be adjusted according to community input. The project may include, but not be limited to, the following elements (collectively, the "Project") :

- Painted pavement markings such as crosswalks and bike lanes to improve bicycle and pedestrian connectivity on the street;
- Traffic calming and intersection treatments to both slow traffic and protect bicycles and pedestrians moving through the intersections along the route (eg. traffic circles, chicanes, diverters, median refuges, etc.);
- Vertical bollards or delineators to provide geometric guidance consistent with professional traffic engineering standards; and
- Wayfinding and/or interpretive signage along the corridor to describe the purpose and objectives of the Project.

It is intended that the pilot Project will remain in place for a minimum of six months or through the

engineering and design of a potential future permanent project along the corridor. Pilot project elements will only be removed if they are to be redesigned, fail to function as intended, or are proven unsafe (at the discretion of the Environmental Services Director). Funds are proposed in the FY22 capital to construct for the full and permanent build-out of NE 3rd Avenue, therefore the total duration of the Project is unknown. BMPO will rely on the City to monitor the Project, and the City will notify BMPO if any component is not working. The City will be responsible for correcting errors or removal at any time, in consultation with BMPO. City staff intends for the Project to guide the engineering and design of the future project, as well as assist in evaluating and determining best-practices in maintaining similar future facilities.

Current Activity

City staff from Planning and Development Services and Environmental Services are available to work closely with BMPO and the Consultant on the overall planning of the Project and designate a Project Team that includes (at a minimum) the Environmental Services Director, a Planner, and a Communications representative. The Project team in coordination with the BMPO will assist in delegating tasks to volunteers for the installation of the Project.

The City's responsibilities include identifying major stakeholders, engaging the public, and distributing promotional materials to solicit attendance. The City is providing review and permits for the installation and coordinating public safety requirements. The City will assist in identifying locations along the route to stage materials and will prepare the route for installation. The City will also donate materials for the installation based on the available resources or need. The City will assist in monitoring and evaluating the function and performance of the project throughout its duration, consistent with the Data Collection evaluation plan developed by the BMPO. The City will maintain the Project to ensure proper functioning. Finally, the City will be responsible for the removal of the installation upon consultation with BMPO.

Recommendation

It is recommended the City Commission of the City of Deerfield Beach, Florida, approve the MOU with the BMPO for administration of the Tactical Urbanism Program.

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE MEMORANDUM OF UNDERSTANDING (“MOU”) WITH THE BROWARD METROPOLITAN PLANNING ORGANIZATION FOR ADMINISTRATION OF THE B TACTICAL URBANISM PROGRAM PILOT PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE MOU; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the B Tactical Urbanism Program (“BTactical”) is a Broward Metropolitan Planning Organization (“BMPO”) Complete Streets Initiative effort; and

WHEREAS, the first pilot project will be held in the City on N.E. 3rd Avenue between N.E. 44th Street and Sample Road; and

WHEREAS, the City’s project may include, but is not limited to, painted pavement markings such as crosswalks and bike lanes to improve bicycle and pedestrian connectivity on the street; traffic calming and intersection treatments to both slow traffic and protect bicycles and pedestrians moving through the intersections along the route; vertical bollards or delineators to provide geometric guidance consistent with professional traffic engineering standards; and wayfinding or interpretive signage along the corridor to describe the purpose and objectives of the project (collectively, the “Project”); and

WHEREAS, the Project was chosen by the BMPO as it was located on the Broward County Complete Streets Master Plan, intersects streets at high injury network locations, and is near numerous destinations such as schools, businesses, and hospitals in close proximity to residential homes; and

WHEREAS, the City and BMPO wish to enter into a memorandum of understanding, attached as Exhibit “A”, to establish the cooperative arrangement between the City and the BMPO (the “MOU”) for the purpose of developing, installing, and maintaining of the Project; and

WHEREAS, the City Commission finds it to be in the best interest of the City to approve the MOU with the BMPO for developing, installing, and maintaining the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The City Commission hereby approves the MOU with the BMPO for developing, installing, and maintaining the Project.

Section 3. The City Manager is authorized to execute the MOU with the BMPO, attached as Exhibit “A,” together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution.

Section 5. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2021.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into this ____ day of _____ (the "Effective Date"), by and between the **City of Deerfield Beach** (the "City") and **The Broward Metropolitan Planning Organization** (the "BMPO") for the "Tactical Urbanism" Pilot Project.

WITNESSETH:

WHEREAS, the BMPO is a federally designated Metropolitan Planning Organization for Broward County; and

WHEREAS, BTactical is a BMPO Complete Streets Initiative program to quickly implement multimodal safety improvements on the Broward Roadway Network; quick build projects are focused on existing safety, accessibility, and connectivity needs; and

WHEREAS, the City submitted an application in February 2021, as part of the call for projects survey conducted by the BMPO's BTactical Program for improvements along NE 3rd Avenue in the City; and

WHEREAS, after evaluating all the applications received, the City's application ranked as the top candidate and was selected as the inaugural 2021 "Tactical Urbanism" Pilot Project; and

WHEREAS, the criteria used to rank and select areas in need of infrastructure improvement included: safety, connectivity, mobility, the BMPO's Complete Streets Master Plan Bundle areas, and the High Injury Network ("HIN"); and

WHEREAS, the BMPO has retained Kimley Horn and Associates Inc. (the "Consultant") to provide technical assistance in the implementation of the "Tactical Urbanism" Pilot Project, as outlined in BMPO Contract Number GPC TWO No. 12; and

WHEREAS, the City and BMPO have negotiated this MOU for the public purpose of implementing a temporary "Tactical Urbanism" pilot project on NE 3rd Avenue between Sample Road and NE 44th Street in order to demonstrate multimodal enhancements that could be implemented on the corridor as part of a future construction project, or along other corridors in the future; and

WHEREAS, the City and BMPO agree to partner for the purpose of developing, installing, and maintaining a pilot project entirely within the City's public right-of-way along NE 3rd Avenue (the "Project"), in accordance with the terms and conditions set forth in this MOU.

NOW, THEREFORE, for and in consideration of the promises and mutual covenants herein contained, the parties agree as follows:

1. Description: This MOU establishes a cooperative arrangement between the City and the BMPO for the purpose of developing, installing, and maintaining a pilot project entirely within the City's public right-of-way along NE 3rd Avenue, which encompasses several intersections

between E Sample Road and NE 44th Street. The exact locations of improvements may be adjusted according to community input. The Project may include, but is not limited to, the following elements:

- Painted pavement markings, such as crosswalks and bike lanes, to improve bicycle and pedestrian connectivity on the street;
- Traffic calming and intersection treatments to both slow traffic and protect bicycles and pedestrians moving through the intersections along the route (e.g. traffic circles, chicanes, diverters, median refuges, etc.);
- Vertical bollards or delineators to provide geometric guidance consistent with professional traffic engineering standards; and
- Wayfinding and/or interpretive signage along the corridor to describe the purpose and objectives of the Project.

It is intended that the Project remain in place for a minimum of six months or to the conclusion of the monitoring and evaluation phase. The Project elements will be removed, at the discretion of the City's Engineer, after conclusion of the monitoring and evaluation phase. BMPO will rely on the City to monitor the Project and notify BMPO if any component is not working. The City will be responsible for correcting errors or removal at any time, in consultation with BMPO. City staff intends for the Project to inform the engineering and design of the future project, as well as assist in evaluating and determining best-practices in maintaining similar future facilities. Installation of the Project must be complete by November 2021. However, this date may be adjusted according to City staff availability and capability.

2. Responsibilities: The City and BMPO hereby agree to the following:

The City agrees to cooperate with the BMPO and Consultant as may be reasonably necessary to implement the Project. The City will make any required decisions as promptly as practicable so as to avoid unreasonable delay. Cooperation by the City shall include, but is not limited to the following:

- a. *Representation* - The City will make the City staff from the Planning and Development Services Department and the Environmental Services Department available to work closely with BMPO and the Consultant on the overall planning of the Project and designate a Project Team that includes (at a minimum) the Environmental Services Director, a Planner, and a Communications representative.
 - i. The Director of Planning & Development Services or designee is the point of contact for the City as it relates to this MOU.
- a. *Capacity Building* - The City will assist the BMPO in identifying major stakeholders.
- b. *Public Engagement* - The City will book the venues for the public workshops and meetings, and distribute promotional material to solicit attendees and communicate with local news sources about the Project.
- c. *Permitting + Review* - The City will provide input on the design alternatives, review the final striping plans, and administer a permit for the Project's installation in a timely manner, involving the necessary staff members as necessary. The City will provide traffic control equipment, a maintenance of traffic plan (if required), and will communicate and coordinate with the necessary City departments to be aware of the Project installation (police, transit, etc.). The City will determine any necessary public safety requirements. The City shall be responsible for obtaining

all necessary permits, paying required permit fees, and ensuring compliance with all applicable Federal, State, and local government regulations.

- d. *Build Preparation* - The City will assist in identifying locations along the route to both store (prior to the build) and stage (during the build) the materials necessary for installation of the Project. The City will assist in preparing the route for installation, including power washing or street sweeping where necessary. The City will assist in the transport of materials during the build using City vehicles. The City may also donate materials for the installation based on the available resources or need.
- e. *Installation* - The City will participate in the installation of the Project. The Project team will assist in delegating tasks to volunteers. The City will develop a street closure and traffic management plan for the Project, post signage along the route three to five days prior to realignment to warn residents and visitors about lane closures.
- f. *Documentation* - The City will provide BMPO with base information necessary for the striping plans and public workshop materials.
- g. *Monitoring and Evaluation* - The City will assist in monitoring and evaluating the function and performance of the Project throughout its duration, as well as outcomes (quantitative and qualitative) of the Project, consistent with the Data Collection evaluation plan developed by the BMPO. Metrics may include:
 - i. Changes in vehicle, bicycle, and pedestrian volumes (before and after);
 - ii. Changes in vehicle speeds (before and after)
 - iii. Areas and potential points of conflict unique to the corridor
 - iv. Community feedback;
- h. *Maintenance* - The City will maintain the Project to ensure proper functioning. If an element of the Project is found to need adjustments, then the City shall make the adjustments based on consultation with BMPO and best practices. The City is also responsible for the ongoing maintenance of the Project site and removal of project materials.
- i. *Data Collection* - The City will, as able, support data collection and installation tasks led by BMPO and monitor all activities related with traffic counts. Activities may include:
 - i. Approve Data Collection Equipment installation locations;
 - ii. Locate Utilities, if necessary, for Data Collection Equipment installation;
 - iii. Set up and manage traffic control, if necessary, for Data Collection Equipment installation;
 - iv. Clean-up site;
 - v. Meet BMPO staff on site during Data Collection Equipment installation training and install Equipment according to technical oversight provided by the BMPO.
 - vi. At the conclusion of the Project, the City will return the Data Collection Equipment, and other related hardware to the BMPO.

BMPO is the implementing agency of the “Tactical Urbanism” program and has retained the Consultant for the purpose of producing the NE 3rd Avenue Pilot Project in conjunction with the City. BMPO retains the right to include other sponsors for the Project. BMPO is solely responsible for compensating BMPO’s Consultant for services rendered for the Project and shall provide general oversight of the Project. At all times, Consultant (or BMPO-approved subconsultants of Consultant), acting as the agent of BMPO, bears the responsibility of conducting all necessary

tasks to produce the elements of the Project. BMPO shall work with the City to facilitate production of the NE 3rd Avenue Pilot Project elements, including but not limited to the following:

- a. Representation - The Complete Streets Manager of BMPO will serve as the primary point of contact for BMPO as it relates to this MOU.
- b. Capacity Building - The BMPO will identify major stakeholders to be a part of the Project Advisory Committee, and initiate first contact in coordination with City staff.
- c. Public Engagement - BMPO will lead public engagement activities with support of City staff. The BMPO will execute elements of the outreach and marketing plan in coordination with the Consultant, as directed by the Project Manager.
- d. Permitting + Review - BMPO will create design documents and permit drawings for the Project to be reviewed and approved by the City.
- e. Build Preparation + installation - BMPO will identify materials for the Project, and prepare the materials for the installation. BMPO will perform other build preparation tasks necessary to implement the Project. BMPO will delegate tasks to City staff, volunteers, keep track of and setup materials, and help to ensure the safety of the volunteers. Volunteers shall sign the Volunteer Waiver and Release form.
- f. Documentation – The BMPO will provide photography and video documentation of the installation through the Consultant.
- g. Monitoring and Evaluation - BMPO will develop a monitoring and evaluation plan to support the City in the ongoing evaluation of the Project.
- h. Data Collection - BMPO will lead data collection activities and conduct bicycle, pedestrian and vehicle counts on at least one occasion prior to the installation of the Project and at least one occasion during the Project. Activities may include:
 - i. Crash data comparison (before and after).
 - ii. Coordinate vehicle counts, speed measurements, and bike/ped counts, on the Project corridor to provide before and after data for the Project.
 - iii. Retrieve and submit data.
 - iv. Conduct Data Collection Equipment test prior to field deployment.
 - v. The BMPO, at its sole expense, will provide the Data Collection Equipment and other hardware.
 - vi. Deliver Data Collection Equipment to be installed.
 - vii. Test for environmental interference with Equipment.
 - viii. Determine final Data Collection Equipment placement.
 - ix. Data Collection Equipment maintenance, which may include battery upkeep and replacement of Data Collection Equipment parts such as screws, nails, hoses, and roadway tape.

Both parties agree to the following.

- a. *Modification of Project Components* - In the event that, during the course of the Project, either party wishes to modify or alter Project components that fail to meet the City's goals based on their observed function, notification and concurrence from the other party will be obtained and the party responsible for enacting the modification will be determined. Approval of any such modification shall be in writing and signed by both parties.

- b. *Reapplication of Pavement Markings and Painted Pavement Surfaces* - The City will evaluate the condition of painted pavement markings and surfaces and will determine when and if larger-scale reapplication is necessary. Minor instances of needed paint re-application will be provided by the City as necessary.
- c. *Data Collection - Responsibilities for both parties during installation of Data Collection Equipment*
 - i. Bring installation Data Collection Equipment, which may include: hammer, tape measure, rake, broom, road tape, cones, safety vests, etc.
 - ii. Provide bicycle for testing during Data Collection Equipment installation training.
 - iii. Provide laptop for finalizing and testing the Data Collection Equipment.
- d. *Provision of Services to City.* As the City may request, BMPO agrees to conduct the required competitive solicitations for the purchase of the products and equipment necessary for the Project. The Services may be performed by BMPO Staff or BMPO Consultants. The City agrees to pay the BMPO for any such Services by Staff or Consultants, as applicable, the terms to be agreed to by separate task working order approved by the City, BMPO and Consultant for these Services.

3. Term/Renewal/Extension/Termination: The term of this MOU shall begin on the Effective Date and shall conclude upon completion of the monitoring and evaluation phase of the Project, but no later than June 30, 2022.

This MOU may also be terminated by either the City or the BMPO for any reason, with or without cause, upon ninety (90) days written notice.

In the event of termination, the City will return all Data Collection Equipment, and other related hardware, to the BMPO within seven (7) calendar days of equipment removal.

4. Damages: The City shall not be responsible for any damage, theft, and/or vandalism of any BMPO materials, equipment, and supplies.

5. Improvements and Removal: All improvements installed, constructed, or placed within the public right of way by BMPO as part of this Project, shall be considered the property of the City during the term of this MOU and following its termination. Any property provided by the City would remain City property during and following the MOU.

6. Liability: Each Party shall each be separately liable and responsible for the actions of their own respective officers, agents and employees in the performance of their respective obligations under this MOU. Nothing in this MOU shall be deemed or treated as a waiver by the City of any immunity to which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.

7. Independent Contractor: Employees of BMPO, or volunteers, shall not be deemed to be employees, agents or representatives of the City and therefore are not entitled to any benefits of any kind, including, but not limited to, unemployment, workers' compensation or retirement from the City.

8. Amendments: This MOU constitutes the entire Agreement between the City and BMPO. This MOU may be amended, supplemented, or modified only by duly executed written instruments as an amendment to this MOU.

9. Compliance with Laws: BMPO shall comply with all state, federal, or local laws, or ordinances, codes, rules or regulations governing performance of this MOU.

10. Assignability: This MOU is not assignable by either party without the prior written consent of the other party.

11. Waiver: BMPO agrees to inform their volunteers that volunteers are solely responsible for their health and safety, and made aware of the risks and dangers inherent in participating in this volunteer service. All volunteers shall sign the attached Waiver and Release (**Exhibit "A"**) to cover their participation.

12. Budgetary Limitations: Nothing stated in this MOU shall be construed as requiring the City or the BMPO to make any budgetary appropriations.

13. Notices: In the event either party hereunder desires or is required to provide any notice to the other party, the party desiring or requiring to provide such notice shall provide it in writing, by hand delivery or regular United States mail, postage prepaid, to the other party at the address listed below:

The City: City of Deerfield Beach
City Manager
David Santucci
150 NE 2nd Ave
Deerfield Beach, FL 33441
Phone: email:

Broward MPO: Broward Metropolitan Planning Organization
Executive Director
Greg Stuart
Phone: email:

CITY OF DEERFIELD BEACH

BROWARD MPO

Print Name

Print Name

Signature

Signature

Title

Title

Date

Date



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2021-884

Agenda Date: 9/13/2021

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, adopting the City Commission Regular Meeting Schedule for FY 2021/2022; providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The purpose of this agenda item is to request City Commission approval of the regular City Commission meeting schedule for Fiscal Year 2021/2022.

The October 4, 2022 meeting has been rescheduled to Monday, October 3, 2022 in observance of Yom Kippur.

Recommendation

Approval is recommended.

RESOLUTION NO. 2021/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, ADOPTING THE CITY
COMMISSION REGULAR MEETING SCHEDULE FOR FISCAL YEAR
2021/2022; PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, City staff recommends that the Regular City Commission Meeting scheduled for October 4, 2022 be rescheduled to Monday, October 3, 2022 in observance of Yom Kippur; and

WHEREAS, the rescheduled meeting date is reflected in the schedule for Regular City Commission Meetings, attached as Exhibit “A”; and

WHEREAS, the City Commission desires to adopt the schedule for Regular City Commission Meetings for Fiscal Year 2021/2022, attached as Exhibit “A.”

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF
THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:**

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The City Commission hereby adopts the Regular City Commission Meeting Schedule for Fiscal Year 2021/2022, attached as Exhibit “A.”

Section 3. The City Commission reserves the right to reschedule meetings, schedule special meetings, or take such other actions as it deems appropriate.

Section 4. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution.

Section 5. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



FY22 City Commission Meeting Calendar

Tuesday, October 5, 2021
 Tuesday, October 19, 2021
 Tuesday, November 9, 2021
 Tuesday, December 7, 2021
 Tuesday, January 4, 2022
 Tuesday, January 18, 2022
 Tuesday, February 1, 2022
 Tuesday, February 15, 2022
 Tuesday, March 1, 2022
 Tuesday, March 15, 2022
 Tuesday, April 5, 2022
 Tuesday, April 19, 2022
 Tuesday, May 3, 2022
 Tuesday, May 17, 2022
 Tuesday, June 7, 2022
 Tuesday, June 21, 2022
 Tuesday, July 12, 2022
 Tuesday, August 2, 2022
 Tuesday, August 16, 2022
 Tuesday, September 6, 2022*
 Tuesday, September 20, 2022*
 Monday, October 3, 2022**

*subject to change based on budget hearing scheduling requirements

** Yom Kippur - 10/4-10/5



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2021-923

Agenda Date: 9/13/2021

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, authorizing the City of Deerfield Beach to join with the State of Florida and other local governmental units as a participant in the Florida Memorandum of Understanding and formal agreements implementing a Unified Plan; authorizing the City Manager to execute the Memorandum of Understanding; directing the City Clerk to provide a copy of this resolution to the Florida League of Cities and the Florida Attorney General; providing for implementation, conflicts, severability, and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The City of Deerfield Beach (the "City") has suffered harm from the opioid epidemic. The State of Florida has filed an action pending in Pasco County, Florida, and a number of Florida Cities and Counties have also filed an action In re: National Prescription Opiate Litigation, MDL No. 2804 (N.D. Ohio) (the "Opioid Litigation"). The City is a litigating participant in that action.

Current Activity

The State of Florida and lawyers representing certain various local governments involved in the Opioid Litigation have proposed a unified plan for the allocation and use of prospective settlement dollars from Opioid Litigation. The Florida Memorandum of Understanding (the "Florida Plan") sets forth a framework of a unified plan for the proposed allocation and use of opioid settlement proceeds and it is anticipated that formal agreements implementing the Florida Plan will be entered into at a future date. Participation in the Florida Plan by a large majority of Florida cities and counties will materially increase the amount of funds to Florida and should improve Florida's relative bargaining position during additional settlement negotiations. Failure to participate in the Florida Plan will reduce funds available to the State, the City, and every other Florida city and county.

If the Florida Plan is approved, the City/County Fund will receive 15% of all opioid funds to directly benefit all counties and municipalities.

Recommendation

Approval.

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AUTHORIZING THE CITY OF DEERFIELD BEACH TO JOIN WITH THE STATE OF FLORIDA AND OTHER LOCAL GOVERNMENTAL UNITS AS A PARTICIPANT IN THE FLORIDA MEMORANDUM OF UNDERSTANDING AND FORMAL AGREEMENTS IMPLEMENTING A UNIFIED PLAN; AUTHORIZING THE CITY MANAGER TO EXECUTE THE MEMORANDUM OF UNDERSTANDING; DIRECTING THE CITY CLERK TO PROVIDE A COPY OF THIS RESOLUTION TO THE FLORIDA LEAGUE OF CITIES AND THE FLORIDA ATTORNEY GENERAL; PROVIDING FOR IMPLEMENTATION, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach (the “City”) has suffered harm from the opioid epidemic; and

WHEREAS, the City Commission recognizes that the entire State of Florida has suffered harm as a result of the opioid epidemic; and

WHEREAS, the State of Florida has filed an action pending in Pasco County, Florida, and a number of Florida Cities and Counties have also filed an action In re: National Prescription Opiate Litigation, MDL No. 2804 (N.D. Ohio) (the “Opioid Litigation”); and

WHEREAS, the City is a litigating participant in the Opioid Litigation; and

WHEREAS, the State of Florida and lawyers representing certain various local governments involved in the Opioid Litigation have proposed a unified plan for the allocation and use of prospective settlement dollars from opioid related litigation; and

WHEREAS, the Florida Memorandum of Understanding (the “Florida Plan”) sets forth a framework of a unified plan for the proposed allocation and use of opioid settlement proceeds and it is anticipated that formal agreements implementing the Florida Plan will be entered into at a future date; and

WHEREAS, participation in the Florida Plan by a large majority of Florida cities and counties will materially increase the amount of funds to Florida and should improve Florida's relative bargaining position during additional settlement negotiations; and

WHEREAS, failure to participate in the Florida Plan will reduce funds available to the State, the City, and every other Florida city and county; and

WHEREAS, the City Commission deems it to be in the best interests of the City to join with the State of Florida and other local governments as a participant in the Florida Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The City Commission finds that participation in the Florida Plan would be in the best interest of the City of Deerfield Beach and its citizens in that such a plan ensures that almost all of the settlement funds go to abate and resolve the opioid epidemic and each and every city and county receives funds for the harm that it has suffered.

Section 3. The City Commission hereby expresses its support of a unified plan for the allocation and use of opioid settlement proceeds as generally described in the Florida Plan, attached hereto as Exhibit “A.”

Section 4. The City Manager is authorized to execute the Florida Plan, attached as Exhibit “A,” together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney

Section 5. The City Clerk is hereby directed to distribute a certified copy of this Resolution to the Florida League of Cities and to the Attorney General Ashley Moody c/o John M. Guard, The Capitol, PL-01, Tallahassee, FL 32399-1050.

Section 6. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution.

Section 7. All resolutions, or parts of resolutions, in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 8. If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 9. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

PROPOSAL
MEMORANDUM OF UNDERSTANDING

Whereas, the people of the State of Florida and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Pharmaceutical Supply Chain;

Whereas, the State of Florida, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance;

Whereas, the State of Florida and its Local Governments share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State of Florida;

Whereas, it is the intent of the State of Florida and its Local Governments to use the proceeds from Settlements with Pharmaceutical Supply Chain Participants to increase the amount of funding presently spent on opioid and substance abuse education, treatment and other related programs and services, such as those identified in Exhibits A and B, and to ensure that the funds are expended in compliance with evolving evidence-based “best practices”;

Whereas, the State of Florida and its Local Governments, subject to the completion of formal documents that will effectuate the Parties’ agreements, enter into this Memorandum of Understanding (“MOU”) relating to the allocation and use of the proceeds of Settlements described herein; and

Whereas, this MOU is a preliminary non-binding agreement between the Parties, is not legally enforceable, and only provides a basis to draft formal documents which will effectuate the Parties’ agreements.

A. Definitions

As used in this MOU:

1. “Approved Purpose(s)” shall mean forward-looking strategies, programming and services used to expand the availability of treatment for individuals impacted by substance use disorders, to: (a) develop, promote, and provide evidence-based substance use prevention strategies; (b) provide substance use avoidance and awareness education; (c) decrease the oversupply of licit and illicit opioids; and (d) support recovery from addiction. Approved Purposes shall include, but are not limited to, the opioid abatement strategies listed on Exhibits A and B which are incorporated herein by reference.

2. “Local Governments” shall mean all counties, cities, towns and villages located within the geographic boundaries of the State.

3. “Managing Entities” shall mean the corporations selected by and under contract with the Florida Department of Children and Families or its successor (“DCF”) to manage the

daily operational delivery of behavioral health services through a coordinated system of care. The singular “Managing Entity” shall refer to a singular of the Managing Entities.

4. “County” shall mean a political subdivision of the state established pursuant to s. 1, Art. VIII of the State Constitution.

5. “Municipalities” shall mean cities, towns, or villages of a County within the State with a Population greater than 10,000 individuals and shall also include cities, towns or villages within the State with a Population equal to or less than 10,000 individuals which filed a Complaint in this litigation against Pharmaceutical Supply Chain Participants. The singular “Municipality” shall refer to a singular of the Municipalities.

6. “Negotiating Committee” shall mean a three-member group comprised by representatives of the following: (1) the State; and (2) two representatives of Local Governments of which one representative will be from a Municipality and one shall be from a County (collectively, “Members”) within the State. The State shall be represented by the Attorney General or her designee.

7. “Negotiation Class Metrics” shall mean those county and city settlement allocations which come from the official website of the Negotiation Class of counties and cities certified on September 11, 2019 by the U.S. District for the Northern District of Ohio in *In re National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio). The website is located at <https://allocationmap.iclaimsonline.com>.

8. “Opioid Funds” shall mean monetary amounts obtained through a Settlement as defined in this MOU.

9. “Opioid Related” shall have the same meaning and breadth as in the agreed Opioid Abatement Strategies attached hereto as Exhibits A or B.

10. “Parties” shall mean the State and Local Governments. The singular word “Party” shall mean either the State or Local Governments.

11. “PEC” shall mean the Plaintiffs’ Executive Committee of the National Prescription Opiate Multidistrict Litigation pending in the United States District Court for the Northern District of Ohio.

12. “Pharmaceutical Supply Chain” shall mean the process and channels through which Controlled Substances are manufactured, marketed, promoted, distributed or dispensed.

13. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in, or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic.

14. “Population” shall refer to published U.S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this MOU. These estimates can currently be found at <https://www.census.gov>

15. “Qualified County” shall mean a charter or non-chartered county within the State that: has a Population of at least 300,000 individuals and (a) has an opioid taskforce of which it is a member or operates in connection with its municipalities or others on a local or regional basis; (b) has an abatement plan that has been either adopted or is being utilized to respond to the opioid epidemic; (c) is currently either providing or is contracting with others to provide substance abuse prevention, recovery, and treatment services to its citizens; and (d) has or enters into an agreement with a majority of Municipalities (Majority is more than 50% of the Municipalities’ total population) related to the expenditure of Opioid Funds. The Opioid Funds to be paid to a Qualified County will only include Opioid Funds for Municipalities whose claims are released by the Municipality or Opioid Funds for Municipalities whose claims are otherwise barred.

16. “SAMHSA” shall mean the U.S. Department of Health & Human Services, Substance Abuse and Mental Health Services Administration.

17. “Settlement” shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and Local Governments or a settlement class as described in (B)(1) below.

18. “State” shall mean the State of Florida.

B. Terms

1. **Only Abatement** - Other than funds used for the Administrative Costs and Expense Fund as hereinafter described in paragraph 6 and paragraph 9, respectively), all Opioid Funds shall be utilized for Approved Purposes. To accomplish this purpose, the State will either file a new action with Local Governments as Parties or add Local Governments to its existing action, sever settling defendants, and seek entry of a consent order or other order binding both the State, Local Governments, and Pharmaceutical Supply Chain Participant(s) (“Order”). The Order may be part of a class action settlement or similar device. The Order shall provide for continuing jurisdiction of a state court to address non-performance by any party under the Order. Any Local Government that objects to or refuses to be included under the Order or entry of documents necessary to effectuate a Settlement shall not be entitled to any Opioid Funds and its portion of Opioid Funds shall be distributed to, and for the benefit of, the other Local Governments.

2. **Avoid Claw Back and Recoupment** - Both the State and Local Governments wish to maximize any Settlement and Opioid Funds. In addition to committing to only using funds for the Expense Funds, Administrative Costs and Approved Purposes, both Parties will agree to utilize a percentage of funds for the core strategies highlighted in Exhibit A. Exhibit A contains the programs and strategies prioritized by the U.S. Department of Justice and/or the U.S. Department of Health & Human Services (“Core Strategies”). The State is trying to obtain the United States’ agreement to limit or reduce the United States’ ability to recover or recoup monies from the State and Local Government in exchange for prioritization of funds to certain projects. If no agreement is reached with the United States, then there will be no requirement that a percentage be utilized for Core Strategies.

3. **Distribution Scheme** - All Opioid Funds will initially go to the State, and then be distributed according to the following distribution scheme. The Opioid Funds will be divided into three funds after deducting costs of the Expense Fund detailed in paragraph 9 below:

- (a) City/County Fund- The city/county fund will receive 15% of all Opioid Funds to directly benefit all Counties and Municipalities. The amounts to be distributed to each County and Municipality shall be determined by the Negotiation Class Metrics or other metrics agreed upon, in writing, by a County and a Municipality. For Local Governments that are not within the definition of County or Municipality, those Local Governments may receive that government's share of the City/County Fund under the Negotiation Class Metrics, if that government executes a release as part of a Settlement. Any Local Government that is not within the definition of County or Municipality and that does not execute a release as part of a Settlement shall have its share of the City/County Fund go to the County in which it is located.
- (b) Regional Fund- The regional fund will be subdivided into two parts.
 - (i) The State will annually calculate the share of each County within the State of the regional fund utilizing the sliding scale in section 4 of the allocation contained in the Negotiation Class Metrics or other metrics that the Parties agree upon.
 - (ii) For Qualified Counties, the Qualified County's share will be paid to the Qualified County and expended on Approved Purposes, including the Core Strategies identified in Exhibit A, if applicable.
 - (iii) For all other Counties, the regional share for each County will be paid to the Managing Entities providing service for that County. The Managing Entities will be required to expend the monies on Approved Purposes, including the Core Strategies. The Managing Entities shall endeavor to the greatest extent possible to expend these monies on counties within the State that are non-Qualified Counties and to ensure that there are services in every County.
- (c) State Fund - The remainder of Opioid Funds after deducting the costs of the Expense Fund detailed in paragraph 9, the City/County Fund and the Regional Fund will be expended by the State on Approved Purposes, including the provisions related to Core Strategies, if applicable.
- (d) To the extent that Opioid Funds are not appropriated and expended in a year by the State, the State shall identify the investments where settlement funds will be deposited. Any gains, profits, or interest accrued from the deposit of the Opioid Funds to the extent that any funds are not appropriated and expended within a calendar year, shall be the sole property of the Party that was entitled to the initial deposit.

4. Regional Fund Sliding Scale- The Regional Fund shall be calculated by utilizing the following sliding scale of the Opioid Funds available in any year:

- A. Years 1-6: 40%
- B. Years 7-9: 35%
- C. Years 10-12: 34%
- D. Years 13-15: 33%
- E. Years 16-18: 30%

5. Opioid Abatement Taskforce or Council - The State will create an Opioid Abatement Taskforce or Council (sometimes hereinafter “Taskforce” or “Council”) to advise the Governor, the Legislature, Florida’s Department of Children and Families (“DCF”), and Local Governments on the priorities that should be addressed as part of the opioid epidemic and to review how monies have been spent and the results that have been achieved with Opioid Funds.

- (a) Size - The Taskforce or Council shall have ten Members equally balanced between the State and the Local Governments.
- (b) Appointments Local Governments - Two Municipality representatives will be appointed by or through Florida League of Cities. Two county representatives, one from a Qualified County and one from a county within the State that is not a Qualified County, will be appointed by or through the Florida Association of Counties. The final representative will alternate every two years between being a county representative (appointed by or through Florida Association of Counties) or a Municipality representative (appointed by or through the Florida League of Cities). One Municipality representative must be from a city of less than 50,000 people. One county representative must be from a county less than 200,000 people and the other county representative must be from a county whose population exceeds 200,000 people.
- (c) Appointments State -
 - (i) The Governor shall appoint two Members.
 - (ii) The Speaker of the House shall appoint one Member.
 - (iii) The Senate President shall appoint one Member.
 - (iv) The Attorney General or her designee shall be a Member.
- (d) Chair - The Attorney General or designee shall be the chair of the Taskforce or Council.
- (e) Term - Members will be appointed to serve a two-year term.

- (f) Support - DCF shall support the Taskforce or Council and the Taskforce or Council shall be administratively housed in DCF.
- (g) Meetings - The Taskforce or Council shall meet quarterly in person or virtually using communications media technology as defined in section 120.54(5)(b)(2), Florida Statutes.
- (h) Reporting - The Taskforce or Council shall provide and publish a report annually no later than November 30th or the first business day after November 30th, if November 30th falls on a weekend or is otherwise not a business day. The report shall contain information on how monies were spent the previous fiscal year by the State, each of the Qualified Counties, each of the Managing Entities, and each of the Local Governments. It shall also contain recommendations to the Governor, the Legislature, and Local Governments for priorities among the Approved Purposes for how monies should be spent the coming fiscal year to respond to the opioid epidemic.
- (i) Accountability - Prior to July 1st of each year, the State and each of the Local Governments shall provide information to DCF about how they intend to expend Opioid Funds in the upcoming fiscal year. The State and each of the Local Government shall report its expenditures to DCF no later than August 31st for the previous fiscal year. The Taskforce or Council will set other data sets that need to be reported to DCF to demonstrate the effectiveness of Approved Purposes. All programs and expenditures shall be audited annually in a similar fashion to SAMHSA programs. Local Governments shall respond and provide documents to any reasonable requests from the State for data or information about programs receiving Opioid Funds.
- (j) Conflict of Interest - All Members shall adhere to the rules, regulations and laws of Florida including, but not limited to, Florida Statute §112.311, concerning the disclosure of conflicts of interest and recusal from discussions or votes on conflicted matters.

6. **Administrative Costs-** The State may take no more than a 5% administrative fee from the State Fund (“Administrative Costs”) and any Regional Fund that it administers for counties that are not Qualified Counties. Each Qualified County may take no more than a 5% administrative fee from its share of the Regional Funds.

7. **Negotiation of Non-Multistate Settlements** - If the State begins negotiations with a Pharmaceutical Supply Chain Participant that is separate and apart from a multi-state negotiation, the State shall include Local Governments that are a part of the Negotiating Committee in such negotiations. No Settlement shall be recommended or accepted without the affirmative votes of both the State and Local Government representatives of the Negotiating Committee.

8. **Negotiation of Multistate or Local Government Settlements** - To the extent practicable and allowed by other parties to a negotiation, both Parties agree to communicate with

members of the Negotiation Committee regarding the terms of any other Pharmaceutical Supply Chain Participant Settlement.

9. **Expense Fund** - The Parties agree that in any negotiation every effort shall be made to cause Pharmaceutical Supply Chain Participants to pay costs of litigation, including attorneys' fees, in addition to any agreed to Opioid Funds in the Settlement. To the extent that a fund sufficient to pay the entirety of all contingency fee contracts for Local Governments in the State of Florida is not created as part of a Settlement by a Pharmaceutical Supply Chain Participant, the Parties agree that an additional expense fund for attorneys who represent Local Governments (herein "Expense Fund") shall be created out of the City/County fund for the purpose of paying the hard costs of a litigating Local Government and then paying attorneys' fees.

- (a) The Source of Funds for the Expense Fund- Money for the Expense Fund shall be sourced exclusively from the City/County Fund.
- (b) The Amount of the Expense Fund- The State recognizes the value litigating Local Governments bring to the State of Florida in connection with the Settlement because their participation increases the amount Incentive Payments due from each Pharmaceutical Supply Chain Participant. In recognition of that value, the amount of funds that shall be deposited into the Expense fund shall be contingent upon on the percentage of litigating Local Government participation in the Settlement, according to the following table:

Litigating Local Government Participation in the Settlement (by percentage of the population)	Amount that shall be paid into the Expense Fund from (and as a percentage of) the City/County fund
96 to 100%	10%
91 to 95%	7.5%
86 to 90%	5%
85%	2.5%
Less than 85%	0%

If fewer than 85% percent of the litigating Local Governments (by population) participate, then the Expense Fund shall not be funded, and this Section of the MOU shall be null and void.

- (c) The Timing of Payments into the Expense Fund- Although the amount of the Expense Fund shall be calculated based on the entirety of payments due to the City/County fund over a ten to eighteen year period, the Expense Fund shall be funded entirely from payments made by Pharmaceutical Supply Chain Participants during the first two years of the Settlement. Accordingly, to offset the amounts being paid from the City/County to the Expense Fund in the first two years, Counties or Municipalities may borrow from the Regional Fund during the

first two years and pay the borrowed amounts back to the Regional Fund during years three, four, and five.

For the avoidance of doubt, the following provides an illustrative example regarding the calculation of payments and amounts that may be borrowed under the terms of this MOU, consistent with the provisions of this Section:

Opioid Funds due to State of Florida and Local Governments (over 10 to 18 years):	\$1,000
Litigating Local Government Participation:	100%
City/County Fund (over 10 to 18 years):	\$150
Expense Fund (paid over 2 years):	\$15
Amount Paid to Expense Fund in 1st year:	\$7.5
Amount Paid to Expense Fund in 2nd year:	\$7.5
Amount that may be borrowed from Regional Fund in 1st year:	\$7.5
Amount that may be borrowed from Regional Fund in 2nd year:	\$7.5
Amount that must be paid back to Regional Fund in 3rd year:	\$5
Amount that must be paid back to Regional Fund in 4th year:	\$5
Amount that must be paid back to Regional Fund in 5th year:	\$5

- (d) Creation of and Jurisdiction over the Expense Fund- The Expense Fund shall be established, consistent with the provisions of this Section of the MOU, by order of the Circuit Court of the Sixth Judicial Circuit in and for Pasco County, West Pasco Division New Port Richey, Florida, in the matter of *The State of Florida, Office of the Attorney General, Department of Legal Affairs v. Purdue Pharma L.P., et al.*, Case No. 2018-CA-001438 (the “Court”). The Court shall have jurisdiction over the Expense Fund, including authority to allocate and disburse amounts from the Expense Fund and to resolve any disputes concerning the Expense Fund.
- (e) Allocation of Payments to Counsel from the Expense Fund- As part of the order establishing the Expense Fund, counsel for the litigating Local Governments shall seek to have the Court appoint a third-neutral to serve as a special master for purposes of allocating the Expense Fund. Within 30 days of entry of the order appointing a special master for the Expense Fund, any counsel who intend to seek an award from the Expense Fund shall provide the copies of their contingency fee contracts to the special master. The special master shall then build a mathematical model, which shall be based on each litigating Local Government’s share under the Negotiation Class Metrics and the rate set forth in their contingency contracts, to calculate a proposed award for each litigating Local Government who timely provided a copy of its contingency contract.

10. **Dispute resolution**- Any one or more of the Local Governments or the State may object to an allocation or expenditure of Opioid Funds solely on the basis that the allocation or expenditure at issue (a) is inconsistent with the Approved Purposes; (b) is inconsistent with the distribution scheme as provided in paragraph 3, or (c) violates the limitations set forth herein

with respect to administrative costs or the Expense Fund. There shall be no other basis for bringing an objection to the approval of an allocation or expenditure of Opioid Funds.



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2021-910

Agenda Date: 9/13/2021

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

ORDINANCE 2021/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 98 "LAND DEVELOPMENT REGULATIONS," ARTICLE X "HISTORIC PRESERVATION" OF THE CITY LAND DEVELOPMENT CODE; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance and set public hearing for October 5, 2021

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

On October 15, 2019, the Broward County Commission approved Ordinance No. 2019-28, amending the historic preservation procedures and requirements in the Broward County Code of Ordinances. The changes require municipalities within the County that do not have Certified Local Government status to adhere to the County ordinance relating to historic and archaeological resources.

On January 14, 2020, the City Commission passed Ordinance No. 2020-04, enacting the City's first regulations for historic preservation. The ordinance included the formation of a Historic Preservation Board, processes for designating historic and archaeological resources, and procedural requirements for the maintenance and improvements of such resources. The creation of these regulations within the City's Land Development Code is a necessary component in becoming a Certified Local Government as designated by the State.

Federal and State regulations require certain amendments to the City's ordinance for the City to become a Certified Local Government. The proposed ordinance includes the necessary changes for the City to become a Certified Local Government.

On August 5, 2021, the Planning and Zoning Board heard the proposed amendments and passed the item unanimously with recommendation of approval to the City Commission, with a couple minor non-substantive changes that have been incorporated into the Ordinance.

ORDINANCE NO. 2021

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 98 “LAND DEVELOPMENT REGULATIONS,” ARTICLE X “HISTORIC PRESERVATION” OF THE CITY LAND DEVELOPMENT CODE; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE

WHEREAS, on January 14, 2020, the City Commission adopted Ordinance No. 2020-04, enacting regulations for historic preservation (the “Historic Preservation Ordinance”); and

WHEREAS, in order for the City to become a Certified Local Government for historical preservation purposes, Federal and State regulations require certain amendments to the City’s Historic Preservation Ordinance; and

WHEREAS, staff recommends the City Commission adopt this Ordinance, amending the Historic Preservation Ordinance to meet the requirements for the City to become a Certified Local Government.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, AS FOLLOWS:

Section 1. The above “WHEREAS” clauses are true and correct and are incorporated and made a part of this Ordinance.

Section 2. Article X “Historic Preservation” of Chapter 98 “Land Development Regulations” is hereby amended to read as follows¹:

Chapter 98 – LAND DEVELOPMENT REGULATIONS

ARTICLE X-HISTORIC PRESERVATION

Sec. 98-168. - Purpose and Intent

- (a) *Purpose and Intent.* The purpose and intent of this section is to promote and protect the integrity of historic resources existing throughout the City through:

¹ Additions to existing City Code text are shown in underline. Deletions to existing City Code text are shown in ~~striketrough~~.

- (4) The enrichment of human life in its educational and cultural dimensions in order to serve spiritual as well as material needs by fostering knowledge of the living heritage of the past; and
- (5) The City becoming a Certified Local Government as administered by the State Historic Preservation Officer ("SHPO").

Sec. 98-170. – Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this article, except where the context clearly indicates a different meaning:

- (11) *Certified Local Government* shall mean a local historic preservation program that has been certified by the Florida Department of State, Division of Historical Resources in accordance with the National Historic Preservation Act of 1966 (16 U.S.C. 470 et seq.) as amended.

Sec. 98-171. – Historic Preservation Board

~~(1)~~(a) *Creation.* The City of Deerfield Beach Historic Preservation Board is hereby established as an agency of the city government in and for the city. The board is vested with the power, authority and jurisdiction to inventory, designate, certify, regulate and manage historic resources in the City as provided for in this chapter. The Historic Preservation Board shall establish rules of procedures, including, but not limited to, procedures for recording of minutes, for training opportunities for Historic Preservation Board members, for election of officers, and for seeking assistance on historic preservation matters requiring expertise not represented within its membership. The Board shall review National Register nominations in accordance with the National Historic Preservation Act of 1966 (16 U.S.C. 470 et. seq.), and 54 U.S.C. 302504, as amended. The actions of the Historic Preservation Board shall be complementary to the responsibilities of the ~~State Historic Preservation Office (SHPO).~~

~~(2)~~(b) *Appointment.* The Historic Preservation Board shall be comprised of five (5) members, each of whom shall be appointed by the City Commission. All members of the Historic Preservation Board must reside in the City at the time of appointment and during the member's term(s) in office. Appointments shall be made on the basis of civic pride, integrity, experience and interest in the field of historic preservation. The Commission shall attempt to nominate architects, realtors, archaeologists, historians, neighborhood activists, lawyers or other individuals from the business, financial and other segments of the community who, by virtue of their profession, business or civic involvement,

have demonstrated concern for historic preservation. Membership on the Board should be representative of the community at large and reflect a broad cross section of the community.

~~(e)~~(d) *Powers and Duties.* In addition to the duties described elsewhere in this article, the duties of the Board and Director shall include, but not be limited to:

(9) Fulfilling all obligations and requirements associated with the Certified Local Government Program as established in Title 54 U.S.C. 3025, as amended, described in Code Section 98-180 of this Article. The Board responsibilities listed herein are complimentary to and carried out in accordance with the responsibilities of the SHPO as described in 36 C.F.R. 61.6.

~~(f)~~(e) The City Commission shall provide staff for the operational support of the Board to undertake the requirements for certification as a certified local government and to carry out the duties and responsibilities delegated to the Certified Local Government as required by Title 54 U.S.C. 3025 and described in 36 C.F.R. 61.6 and Section 98-180 of this Code.

~~(g)~~(f) The City and Board shall maintain the historic preservation ordinance and practices in compliance with the Certified Local Government requirements.

~~(h)~~(g) Members of the Board must file a Statement of Financial Interests in accordance with Section 112.3145, Florida Statutes.

~~(i)~~(h) *Meetings and Rules of Procedure.* All meetings of the Board shall be public and open to all residents and interested parties. The Board shall meet at minimum of four (4) times within the calendar year. Whenever practicable, and to the extent needed to conduct required business, the regular quarterly meeting shall be held on the first Thursday of the quarter. The Board may adopt rules of procedure based upon Robert's Rules of Order, subject to any limitations prescribed by law provided that such rules of procedure are not inconsistent with any rules previously adopted by the City Commission and are consistent with City ordinances and state statutes. The Board may additionally adopt rules of procedure provided such rules of procedure are not inconsistent with any rules previously adopted by the City Commission and are consistent with City ordinances and state statutes. The Board shall keep minutes of its proceedings, showing the vote of each member upon each question submitted to it and include the reasoning for each decision reached. If a member is absent, such fact shall appear upon the minutes. Copies of the Board's minutes shall be filed with the City Clerk and shall become a public record available for public inspection in accordance

with Section 286.011, Florida Statutes. The Board shall meet the reporting requirements outlined in the Florida Certified Local Government Guidelines.

- (i) *Quorum.* Quorum shall consist of three (3) members. No Certificate to Dig or Certificate of Appropriateness shall be approved unless a majority concurs.

Sec. 98-172. –Designation of a Historic Resource.

Upon recommendation of the Historic Preservation Board, the City Commission may designate by resolution, individual landmarks and landmark sites. Each designation of a landmark shall include a designation of a landmark site in accordance with State standards.

- (a) *Application Requirement.* Consideration of the designation of a landmark and landmark site shall be initiated by the filing of an application for designation by the property owner, or by the City. The City shall charge a fee for each application, which reflects processing costs for the application. Such fee shall be waived for City-initiated applications. The applicant shall complete an application form provided by the Department that shall include, at minimum:

~~The Director or their designee shall determine when an application is complete and may request additional information when such application is determined to be incomplete.~~

- (b) *Procedure.* The following procedures shall be used in determining eligibility of an individual historic resource or a historic district:

- (4) ~~Upon receipt of a completed application form, including necessary documentation, the Department shall review the application for completeness and accuracy. Once determined complete and accurate by the Department, the nomination shall be placed on the agenda of the next reasonably available, regularly scheduled meeting of the Historic Preservation Board. At that meeting, the Historic Preservation Board will conduct a public hearing and shall make a recommendation on the application for designation to the City Commission. After the filing of a complete application for a certificate of historic designation, the application shall be scheduled to be heard by the Board at the next scheduled Board Meeting and after all required notice is satisfied as established in this Section.~~

- (5) *Notice.* Notice of the Historic Preservation Board's scheduled hearing shall be provided by the Applicant by placing an advertisement in a newspaper of general circulation at least seven days and not more than ten days prior to the hearing. At least 12 days prior to the date fixed for the hearing before the Board, the City shall send notice of said hearing to each property owner (as listed on the most

~~recent tax rolls) whose property is within 300 feet of the property, which is the subject of the application. At the hearing any party may appear in person or by agent or attorney~~ the following actions:

- (a) Published Notice. Notice of the hearing shall be placed in a newspaper of general circulation and published on at least one occasion at least seven days and no more than ten days prior to the hearing. Additional notices shall be published by the applicant if required by applicable law.
- (b) Written Notice. At least 12 days prior to the date fixed for the hearing before the Board, the City shall send notice of said hearing to each property owner (as listed on the most recent tax rolls) whose property is within 500 feet of the property that is the subject of the application. At the hearing, any party may appear in person or by agent or attorney.
- (6) At said hearing the Board shall make a recommendation to the City Commission ~~on to approve, approve with conditions, or deny the application to the City Commission~~ based upon the evidence presented at the hearing. A nomination application for historic designation approved with conditions by the Board shall be revised to comply with said conditions prior to submission to the City Commission. Upon receipt of the revised plan, the Director shall verify that all modifications stipulated in the approval of the Board have been incorporated.
- (7) A written recommendation from the Board shall be forwarded to the City Commission for approval, approval with conditions, or denial of the nomination. A determination by the City Commission for the application shall be based upon the evidence presented at a public hearing before the City Commission.
- (8) Public notice and posting for the application to be heard in front of City Commission shall follow the requirements and procedures set forth in Code Section 98-35 and in accordance with 36 C.F.R. Part 61, and all applicable county, state and federal law.

Sec. 98-175. – Certificate of Appropriateness and Approval of Changes to Historic Resources

- (d) Application. Prior to making an application for a certificate of appropriateness, the applicant shall confer with the Department on the nature and purpose of the proposed action. The applicant shall be advised of the plans, photographs, statements, or other exhibits necessary for submitting an application. The property owner or agent shall complete and file an application with the Director on a form provided by Department including, but not limited to:

(e) *Procedure.*

- (1) Prior to making an application for a certificate of appropriateness, the applicant shall confer with the Department on the nature and purpose of the proposed action. The prospective applicant shall be advised of the plans, photographs, statements or other exhibits necessary for submitting an application. After the filing of a complete application for a Certificate of Appropriateness with the Director or their appointee, the application shall be scheduled to be heard by the Board at the next scheduled Board Meeting and after all required notice is satisfied as established in this section. ~~The Board shall hold a public hearing following the filing of a complete application for a Certificate of Appropriateness with the Director or their appointee and after due public notice for each certificate of appropriateness.~~ The Director or their designee shall also send, by certified mail, a notice of the proposed certificate of appropriateness to the owner of the property at least thirty (30) calendar days prior to the date of the public hearing.
- (2) The Historic Preservation Board shall, based on their findings approve, approve with conditions/stipulations, or deny the application for a Certificate of Appropriateness.

(j) *Additional requirements for demolitions.*

- (2) In approving, approving with conditions, ~~or~~ denying, or suspending action to allow further study of the matter, applications for a Certificate of Appropriateness for demolition of a historic resource, in addition to the general criteria listed above, the following criteria shall be considered:

- (3) Delay of Demolition. In the event the Board does not find approval, approval with conditions, or denial to be fit for the heard application, the Board may suspend action to allow further study of the matter for a period not to exceed 180 days from the date of the filing of the application. The length of the delay shall be determined by the Board based upon the probable time required to arrange a possible alternative to demolition. During the stay of demolition, the Board may take such steps as it deems necessary to preserve the building or structure concerned in accordance with the purposes of this Article. Such steps may include, but shall not be limited to, consultation with civic groups, public agencies and interested citizens; recommendations for acquisition of property by

public or private bodies or agencies; and exploration of the possibility of moving the structure or building.

Sec. 98-177. - Certificate to Dig.

- (c) Application procedures for a Certificate to Dig.
- (1) The owner or agent shall complete and file an application with the Department.
- a. Applications shall be accompanied by drawings, plans, or specifications of sufficient detail to show the proposed alterations, additions, changes, or new construction and locations of ground disturbance activities as are reasonably required for decisions to be made by the Board.
- b. After the filing of a complete application for a Certificate to Dig with the Director or designee, the application shall be scheduled to be heard by the Board at the next scheduled Board Meeting and after all required notice is satisfied as established in this Section. ~~The Board shall hold a public hearing following the filing of a complete application for a Certificate to Dig with the Director or their appointee and after due public notice for each Certificate to Dig.~~ The Director or their designee shall also send, by certified mail, a notice of the proposed Certificate to Dig to the owner of the property at least thirty (30) calendar days prior to the date of the public hearing.

Sec. 98-180.- Certified Local Government Requirements and Maintenance of Status

- (a) The City shall become certified pursuant to the Certified Local Government Program as officiated by the SHPO. The Director or designee shall fulfill the following duties in accordance with National Historic Preservation Act Amendments of 1980 (PL 96-515), as amended, which implements regulations as established by the United States Department of the Interior (36 C.F.R. Part 61) and the Florida Certified Local Government Guidelines provided by the Florida Department of State, Division of Historical Resources.
- (1) Provide written notice to the SHPO immediately following the approval of any new historic landmark designation or alteration of any existing historic landmark designation.
- (2) Provide 30 days' prior written notice to the SHPO of any Board meetings.

- (3) Provide written notice and documentation to the SHPO within 30 calendar days of action of the following:
 - a. Draft and approved minutes of each Board meeting
 - b. An attendance report containing the Board members and public attendance for each Board meeting.
 - c. Appointments to the Board.
- (4) Submit to the SHPO for review and comment proposed amendments to the City's Historic Preservation Ordinance at least 30 days prior to the date scheduled for adoption.
- (5) Submit an annual report to the SHPO on or prior to November 1st. The annual report shall cover the previous fiscal year and include the following:
 - a. Any amendments to the City's Historic Preservation Ordinance,
 - b. Changes in Rules of Procedure as detailed in this Article, and
 - c. Summary of Board activities including but not limited to number of applications reviewed, new designations, Board members' resumes, appointments to the Board, a comprehensive review of survey and inventory activity with the description of the system used, as well as a progress report on the grant-assisted activities.

Sec. 98-181.- Participation in the Florida National Register of Historic Places Nomination.

Once certified as a Certified Local Government, the City and the Board will review nominations to the National Register in accordance with the Historic Preservation Act of 1966 (16 U.S.C 470 et. Seq.), 54 U.S.C. 302504, and Section C.4. of the Florida Certified Local Government Guidelines.

Section 3. All Sections or parts of Sections of the Code of Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

Section 4. The provisions of this Ordinance are declared to be severable, and, if any section, sentence, clause and/or phrase of this Ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, which shall remain in effect, it being the legislative intent that this Ordinance shall stand despite the invalidity of any part.

Section 5. It is the intention of the City Commission and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the City Code of the City of Deerfield Beach, and that the sections of this Ordinance may be renumbered to accomplish such intent.

Section 6. That this Ordinance shall take effect immediately upon adoption on second reading.

PASSED 1ST READING ON THIS ____ DAY OF _____, 2021.

PASSED 2ND READING ON THIS ____ DAY OF _____, 2021.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2021-887

Agenda Date: 9/13/2021

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, ratifying the Collective Bargaining Agreement between the City of Deerfield Beach and the Local 1010/District Council 78 of the International Union of Painters and Allied Trades, AFL-CIO in effect from October 1, 2021 through September 30, 2024; authorizing the City Manager to execute the Collective Bargaining Agreement; providing for implementation and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The purpose of this item is to recommend that the City Commission adopt the enclosed resolution, which authorizes and approves the ratification of the tentatively agreed to Collective Bargaining Agreement (the "Agreement") between the City of Deerfield Beach (the "City") and the International Union of Painters and Allied Trades (the "Union"). The Agreement is for a three (3) year term, effective October 1, 2021 through September 30, 2024.

Current Activity

On September 8, 2021, the Union conducted a ratification vote and ratified the Agreement. In the event the City Commission accepts the recommendation and approves the Agreement, the collective bargaining process for this successor agreement shall be deemed concluded, subject to the reopener provisions therein.

A redlined version of the Agreement is included in the backup showing the changes made from the previous agreement.

Recommendation

Approval.



Memorandum

TO: David Santucci, City Manager

FROM: Amanda Robin, Director of Human Resources and Risk Management

DATE: August 25, 2021

RE: Collective Bargaining Agreement - International Union of Painters and Allied Trades (Tentative 2021 – 2024 Successor Agreement)

RECOMMENDATION

The purpose of this item is to recommend that the City Commission adopt the enclosed resolution, which authorizes and approves the ratification of the tentatively agreed-to Collective Bargaining Agreement (“Agreement”) between the City of Deerfield Beach (the “City”) and the International Union of Painters and Allied Trades (“Union”), effective October 1, 2021 through September 30, 2024.

On September 8, 2021, the Union conducted a ratification vote and ratified the Agreement. In the event the City Commission accepts the recommendation and approves the Agreement, the collective bargaining process for this successor agreement shall be deemed concluded, subject to the reopener provisions therein.

Out of the 32 articles contained in the Agreement, 24 either remain unchanged or contain non-substantive revisions. The following items of significance have been summarized for the Commission’s convenience.

AGREEMENT HIGHLIGHTS AND SUMMARY

The Agreement is for a three (3) year term, effective October 1, 2021 through September 30, 2024.

- **Wages**
 - Employees will generally receive between a 0% - 2% merit increase each year, though the highest performers will be eligible for a 3% increase.
 - Effective October 1, 2021, all bargaining unit employees will receive a four percent (4%) cost of living adjustment (“COLA”) to their respective base hourly rates. The 4% COLA will result in corresponding adjustments to minimum and

- maximum pay for the classifications in the City's pay plan.
- Effective October 1, 2022 and October 1, 2023, all bargaining unit employees will receive a COLA increase in an amount equal to the Consumer Price Index ("CPI-U"), with a maximum percentage not to exceed 3%. The minimum and maximum of each pay classification will be increased to the same amount.
 - In the event the CPI-U is greater than 3%, IUPAT reserves the right to reopen the agreement for the limited purpose of discussing the amount of the COLA.
 - Language was added memorializing the current practice of providing Emergency Pay during periods of emergency (e.g., hurricanes).
 - **Performance Evaluation**
 - Establishes a new merit-based evaluation program, which differentiates below average, average and above average performers, with a 1% bonus to reward the highest performers.
 - Mandates a progress status meeting between supervisors and subordinates prior to the annual evaluation.
 - **Insurance**
 - Medical, Dental and Vision contributions will be calculated each year using a percentage-based cost sharing split in amounts in-line with industry standards instead of annually negotiating fixed contribution amounts.
 - Employee contributions for platinum plan health insurance will increase an average of 9.8% for the upcoming 2022 plan year. Other plans will remain status quo for the 2022 plan year.
 - Dental and Vision Insurance tiers were updated to reflect industry standard.
 - **Educational Reimbursement**
 - Added educational reimbursement, which is subject to budgetary approval.

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, RATIFYING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF DEERFIELD BEACH AND THE LOCAL 1010 / DISTRICT COUNCIL 78 OF THE INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES, AFL-CIO IN EFFECT FROM OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2024; AUTHORIZING THE CITY MANAGER TO EXECUTE THE COLLECTIVE BARGAINING AGREEMENT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City and the International Union of Painters and Allied Trades (“IUPAT”) (collectively, the “Parties”) desire to ratify a Collective Bargaining Agreement effective October 1, 2021 through September 30, 2024 (the “CBA”), which sets forth the terms and conditions of employment for the bargaining unit comprising the City’s rank and file employees; and

WHEREAS, the Parties requested that negotiations commence for a successor Collective Bargaining Agreement; and

WHEREAS, the Parties thereafter met and negotiated in good faith; and

WHEREAS, the City desires to ratify the tentative CBA, as set forth in the attached Exhibit “A,” which is hereby incorporated into this Resolution by this reference; and

WHEREAS, by a vote conducted on September 8, 2021, the bargaining unit represented by IUPAT ratified the CBA; and

WHEREAS, the attached CBA must be approved by the City Commission to complete the collective bargaining process pursuant to Chapter 447, Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The City Commission hereby approves the CBA, attached as Exhibit “A.”

Section 3. The City Manager is authorized to execute the CBA, attached as Exhibit “A,” together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution.

Section 5. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2021.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

EXHIBIT A



2021 - 2024
Collective Bargaining Agreement
between
Local 1010 / District Council 78
of the
International Union of Painters and Allied Trades
[IUPAT]
and the
City of Deerfield Beach [City]

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2021 - 2024
Collective Bargaining Agreement
between
Local 1010 / District Council 78
of the
International Union of Painters and Allied Trades [IUPAT]
and the
City of Deerfield Beach [City]

Article 1 - Preamble

Section 1 - Preamble

This Agreement is made and entered into by the **Local 1010 / District Council 78 of the International Union of Painters and Allied Trades, AFL-CIO**, hereinafter referred to as "IUPAT", and the **City of Deerfield Beach, Florida**, hereinafter referred to as "City". It is the intent and purpose of this Agreement to assure a sound and mutually beneficial working and economic relationship between the Parties; to provide an orderly, prompt, and peaceful means of resolving disputes involving the interpretation of this Agreement; and to set forth the full agreement between the Parties regarding wages, hours and other terms and conditions of employment.

Section 2 - Public Employees

City employees are to regard themselves as public employees and are to be governed by the highest ideals of honor and integrity in all of their public and personal conduct in order that they may merit the respect and confidence of the general public.

WITNESSETH

In consideration of the promises contained in this Agreement, and for other good and valuable consideration, IUPAT and City agree as follows:

Article 2 - Recognition

Section 1 - Recognition

City recognizes IUPAT as the exclusive bargaining agent for the purpose of presenting proposals relative to salaries, health, safety and other conditions of employment for the City employees as herein described.

Section 2 - Bargaining Unit Classifications

The bargaining unit shall consist of the classifications listed on Appendix A of this Agreement.

Section 3 - Effect of Reorganization

In the event of any reorganization undertaken by the City through ordinance, as provided in the City of Deerfield Beach Charter, where a position is changed by title, but retains

the equivalent functional responsibilities as contained in the previously titled position, the new position shall automatically be with the bargaining unit, provided that the previously titled position was within the bargaining unit. Further, should new positions be created which contain responsibilities which are the functional equivalent of positions listed in Section 2, the employees filling those positions shall automatically be considered part of the collective bargaining unit.

Section 4 - Definitions

Regular Full-Time Employee: A person hired to fill a budgeted position of 35 or more hours per week who occupies one of the classifications listed in Appendix A of this Agreement.

Regular Part-Time Employee: A person hired to fill a budgeted position of 29 or less hours per week, occupies one of the classifications listed in Appendix A of this Agreement. These employees are not eligible to receive City benefits, except as specifically provided for regular part-time employees in this Agreement.

Article 3 - Non-Discrimination

Section 1 - Non-Discrimination

IUPAT and the City shall not discriminate against any employee covered by this Agreement because of race/ethnicity, color, sex, age, national origin, religion, sexual orientation, military status, genetic information, political opinions or affiliations or disability.

Section 2 - Discrimination on Membership

IUPAT and the City will not discriminate against, interfere with or coerce any employee covered by this Agreement because of membership or non-membership in IUPAT, however, IUPAT has no obligation to represent non-members in the grievance procedure.

Section 3 – Dual Filing Prohibition

In the event that an employee files a grievance alleging a violation of this Article, and files a complaint/charge in another forum making the same allegation, the grievance shall be nullified, and the other forum shall have exclusive jurisdiction.

Article 4 - Management Rights

Section 1 - Management Rights

IUPAT recognizes that the City has the exclusive right to manage and direct the various departments of the City. Accordingly, the powers and authority which the City has not specifically abridged, delegated, or modified by the express provisions of this Agreement are retained by the City. Therefore, the City specifically, but not by way of limitation, reserves the exclusive right to manage and administer the affairs of the City generally; decide the mission of each of the City departments, divisions and other units of organization; set standards of service to be offered to the public; exercise control and discretion over its organization and operation; direct its employees; establish and

implement policies and procedures related to employment, promotions, position classification, discipline, transfer, assignment, and scheduling of employees; determine and redetermine work schedules; maintain order and efficiency in its operations; determine and redetermine starting and quitting times; determine and redetermine the number of hours to be worked; determine and redetermine whether or not goods or services should be made or purchased; merge, consolidate or close a department or any part thereof; expand, reduce, alter, combine, assign or cease any job; control the use of equipment and property of the City; fill any job on a temporary, emergency or interim basis; determine the number, location and operation of headquarters, annexes, divisions, substations and departments thereof; determine and redetermine the size and composition of the work force; introduce new or improved services, maintenance procedures, materials, facilities and equipment; require employees to submit to a medical examination by a physician designated by the City when management has a legitimate reason to believe that the employee is unable to perform his duties safely; promulgate and implement rules and regulations for its employees not in conflict with the provisions of this Agreement; set the standards and procedures for application, testing, selection procedures and appointment to all positions in the City; under reasonable circumstances, to dismiss or otherwise relieve from duty employees who have contracted or developed some mental or physical ailment or defect which incapacitates him/her for duty in the City service.

Section 2 - Other Rights and Prerogatives

In addition to the Management Rights enumerated in Section 1 of this Article, the City shall have all other rights and prerogatives which in the past it has lawfully exercised or could have lawfully exercised unilaterally subject only to express restrictions on such rights, if any, as are provided in this Agreement.

Article 5 - Union Rights

Section 1 - Rights of Employees

City employees shall have the right to join IUPAT, to engage in lawful activities for the purposes of collective bargaining, to express any view not in conflict with any Section of the City's Personnel Rules and Regulations, grievance, complaint or opinion related to the conditions of compensation and employment of public employees or their betterment, all free from restraint, coercion, discrimination or reprisal. Nothing shall abridge the right of any duly authorized representative of IUPAT to present views of IUPAT on issues which affect the welfare of its members.

Section 2 - Union Rights

IUPAT shall have those rights contained in *Florida Statutes* Chapter 447, or as such Chapter may be amended.

Section 3 - Dues Deduction

Employees may authorize payroll deductions for the purpose of paying IUPAT dues. No authorization shall be allowed for payment of initiation fees, assessments fees or fines.

Section 4 - Determination of Dues

IUPAT will notify the City of the amount of dues. Such notification shall be made in writing over the signature of IUPAT's Chairperson or designee. Changes in dues will be similarly reported to City, with the notification at least one (1) month in advance of the anticipated effective date of any such changes.

Section 5 - Deduction Methodology

Dues shall be deducted each pay period. The deducted monies shall be remitted to the International Union of Painters and Allied Trades, AFL-CIO, District Council 78, within ten (10) working days of the last pay period of the month. IUPAT will indemnify, defend and hold City harmless against any claims made, and against any suits instituted, against City on account of the deduction of dues.

Section 6 - Payroll Deduction Authorization

Upon receipt of a signed payroll deduction authorization card, City shall deduct those IUPAT dues certified by the signature on the card of the employee.

Section 7 - Revocation of Payroll Deduction Authorization

A payroll deduction authorization may be revoked by an employee upon written notice to IUPAT and the City. Any such revocation shall be on a signed form provided by IUPAT or letter of intent from the employee.

Section 8 - Non-Discrimination

Employees shall have the right to join IUPAT and there shall not be any discrimination against or intimidation of any employee because of that employee's membership or lack of membership in IUPAT or because of an employee holding office in IUPAT.

Article 6 - Prohibition of Strikes

Section 1 - No Strikes

Neither IUPAT, any officer or agent of IUPAT or any employee shall instigate, promote, sponsor or engage in any strike, slow down, concerted stoppage of work, or any other intentional interruption of the operations of the employer, regardless of the reason for doing so. Any and all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the employer. Such discharge or discipline shall not be the subject of any grievance procedure or appeal procedure provided in this Agreement except as to the question of fact.

Section 2 - IUPAT Efforts

In the event of a strike, slow down, concerted stoppage of work, or other intentional interruption of the operations of the City regardless of reasons for doing so, IUPAT shall take direct and immediate action to the fullest extent of its power and influence to bring about a cessation of such activities.

Section 3 - Responsibility

Any employees found to be in violation of this Article and IUPAT (if IUPAT shall fail to take direct and immediate action to the fullest extent of its power and influence to bring about a cessation of a strike, slow down, concerted stoppage of work or other intentional interruption of the operations of the City) shall be liable for any damage or costs which might be suffered by a public employer or other party affected as a result of a violation of the provisions of this article in accordance with the law.

Article 7 - Employee Roster and IUPAT Business

Section 1 - Employee Roster

The City agrees to provide IUPAT with an updated employee roster and new hire report upon request from IUPAT.

Section 2 - IUPAT Business

The City agrees to allow IUPAT's Chairperson and IUPAT's Vice Chairperson or his/her respective designated representatives to be off duty, with pay, to attend conventions, seminars and meetings. This time will be limited to four (4) scheduled work shifts per calendar year per each such person.

The City reserves the right for City Department Directors and the City Manager to approve or disapprove these absences based on operational needs.

The City agrees to allow IUPAT Shop Stewards one (1) scheduled work shift per calendar year.

Article 8 - Bulletin Boards

Section 1 - Bulletin Boards

Bulletin board space shall be provided by the City upon which IUPAT may place noncontroversial notices in regard to meetings, social gatherings and all other matters pertaining to legitimate business. IUPAT shall be assured of space on City bulletin boards sufficient to post three 8-1/2" x 11" sheets of paper. Bulletin board space will be provided at the following locations:

City Hall

Water Plant

Parks and Recreation Department (including Aquatics Office, Athletics Office, Pier, Tennis Center in Pioneer Park, Warehouse, Oveta McKeithen Recreation Center, Hillsboro Community Center, Highlands Community Center, Teen Center, West Deerfield Community Center and Constitution Park)

Central City Campus

Ocean Rescue Headquarters

Active Aging

Mitigation Operations Center (MOC)

Section 2 - Responsibility for Bulletin Boards

All costs incident to preparing and posting of IUPAT materials will be borne by IUPAT. IUPAT is responsible for posting and removing material on City bulletin boards and for helping the City to maintain said boards in an orderly condition.

Article 9 - Union Representatives

Section 1 - Collective Bargaining / Negotiations

The City agrees that there shall be no loss of pay for the four (4) members of IUPAT's negotiating team, provided such negotiation sessions are held during the employees' normal working hours.

Section 2 - Shop Stewards

Members of IUPAT who are selected as Shop Stewards shall perform duties for IUPAT on their own time. However, the City recognizes that instances will arise in which it will become necessary for Shop Stewards to perform their duties on City time. Except in emergency conditions, the Shop Stewards' supervisor may grant permission to perform these duties on City time with the understanding that the Shop Steward shall return promptly to his/her regular assigned duties. Subject to the provisions of Section 3 of this Article (*below*), a supervisor's permission shall not be unreasonably withheld.

The number of Shop Stewards shall not exceed six (6) and shall be designated in writing to the City Manager. The number of hours per month that may be approved shall not exceed six (6).

Shop Stewards shall have seniority above all other bargaining unit members with regard to layoffs and recalls only. Shop Stewards shall be chosen by the IUPAT Business Manager or his/her designee.

IUPAT will endeavor to identify a Shop Steward representing varied City departments. There shall not be more than one Shop Steward chosen per department.

Section 3 - Room for IUPAT Business

The City agrees that official representatives of IUPAT may have access to a room in City facilities at mutually agreed upon times and dates to conduct IUPAT business.

Section 4 - Notification to Shop Stewards

The City will provide copies of any disciplinary actions given to bargaining unit employees to the Local Chairperson.

Section 5 - Requests for Documents

City agrees to provide IUPAT with one (1) copy of the following documents upon request to the City's Human Resources Department:

- (a) City Commission Agenda with specifically requested back-up material for agenda items related to IUPAT and/or City employees generally, except for any such materials that are exempt from the Florida Public Records Law.
- (b) Proposed budget, existing budget, budget statements and year-end financial statements.
- (c) Minutes of City Commission meetings.
- (d) Personnel Rules and Regulations Manual.
- (e) City Manager's Weekly Report.

Section 6 - Copies of Agreement

Upon ratification and execution of this Agreement, City will place a copy of this Agreement on the City's website and will provide IUPAT with fifty (50) stapled, 8-1/2" by 11-1/2" copies of this Agreement at no cost.

Article 10 - Solicitation of or by Employees

Section 1 - No Solicitation

Unless specifically authorized by the City Manager, all solicitations of or by City employees during working hours for commercial, charitable or union purposes and selling of tickets, magazines and other merchandise is prohibited.

Section 2 - No Solicitation by Organizations

Employee organizations, their members, agents or representatives, or any persons acting on their behalf are hereby prohibited from and shall not:

- (a) Solicit public employees during work hours of any employee who is involved in the solicitation.
- (b) Distribute literature during working hours in areas where the actual work of public employees is performed, such as offices, warehouses, schools, police stations, fire stations, and any similar public installations. This section shall not be construed to prohibit the distribution of literature during the employee's lunch hour or in such areas not specifically devoted to the performance of the employee's official duties.
- (c) Solicit for commercial, charitable, or union purposes and sell tickets, magazines or other merchandise while in City uniform or attire, or while using City vehicles or equipment.

Article 11 - Seniority

Section 1 - City Seniority

Each regular full-time employee shall have City Seniority based on the employee's first

day of current continuous full-time employment with City. City Seniority shall be used for computing annual leave accrual and pension benefits.

Section 2 - Department Seniority

Each regular full-time employee shall have Department Seniority based on the employee's first day of current continuous full-time employment in their department.

Section 3 - Classification Seniority

Each regular full-time employee shall have Classification Seniority based on the employee's first day of current continuous regular full-time employment in their classification.

Classification seniority shall be used for determining vacation and shift preference as openings are made available, except that the City may establish a rotation-based shift selection system for certain positions irrespective of classification seniority to ensure that seasoned employees are present during all shifts for operational needs, however if an employee is suffered to work hours other than their preferred shift as stated in this article that employee shall be paid a seniority differential of twenty five cents (\$0.25) per hour, in addition to shift differential (if applicable) provided in Article 26, Section 5 herein. This rotation shall occur semi-annually; every six (6) months. In the event that Classification Seniority in a specific classification is equal between or among employees, Department Seniority shall be used to determine the senior employee. In the event that Classification and Department Seniority are equal between or among employees, City Seniority shall be used to determine the senior employee.

Article 12 - Promotions/Reclassifications/Transfers

Section 1 - Promotions

The term promotion as used in this Article means the advancement of a regular full-time employee to a higher pay grade and job classification within the bargaining unit based on favorable work performance, qualifications for the position and on competitive examinations where such examinations are given.

Section 2 - Posting of Vacancies

All promotional vacancies within the bargaining unit for regular, full-time employment will be posted in each department and on the City's website, except those vacancies involving a reorganization, and when there is a demotion or need for a lateral transfer in accordance with Section 7 herein. In the event a vacancy is filled via transfer, the resulting vacancy created by the move will be subject to the posting requirement. Notices shall include the job title, rate of pay, department or division, and the job requirements. Such posting shall be for a period of at least five (5) working days. A copy of the notice shall also be sent to IUPAT's Chief Steward.

Section 3 - Employee Applications

During the period of posting, employees who wish to apply for the open position may

do so. The application shall be in writing or online on the standard form furnished by the City and such shall be submitted to the Human Resources Department.

Section 4 - Filling Vacancies

Positions shall be filled by the best qualified applicant in the judgment of the City. Where there is a tie in qualification for a promotional position, the employee with the greatest seniority shall be appointed. Where there is a tie in qualification for any position, a City employee shall be appointed over an applicant who is not a City employee.

Section 5 - Pay Rate upon Promotion or Reclassification

In any case where an employee is promoted or reclassified to a higher grade and job classification, the starting rate shall be a minimum of 5% over the salary received prior to the promotion or the minimum of the pay grade for which the employee is promoted, whichever is greater, in accordance with Pay Plan grades with the recommendation of the Department Director and approval of the City Manager. Subsequent advancement shall be on the same basis as a "merit increase." A promotion institutes a new probationary period.

Section 6 – Pay Rate Upon Demotion

In any case where an employee is demoted to a lower pay grade and job classification, the demoted employee's salary shall be based on the pay grade of the new position, but equivalent to the same percentile for which the employee is in the current pay grade. (e.g., an employee being paid at the 30th percentile in pay grade E12 is demoted to an E10 position. In such case, the employee will be paid at the 30th percentile for pay grade E10).

Section 7 – Transfers

An employee may be transferred to another department with the same job classification and such transfer will not change the employee's pay rate, anniversary date or classification date. Transfers may be voluntary or involuntary.

Section 8 – Initial Probationary Period

The initial probationary period shall be regarded as an integral part of the examination process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment and training for a new employee and for rejecting any employee whose performance or conduct is not satisfactory. It shall be incumbent upon Department Directors to screen employees during the probationary period to insure only those employees performing to the best of their abilities become permanent, regular employees.

The initial probationary period is six (6) continuous months. During this period, employees shall be subject to demotion, suspension without pay, termination from employment or other disciplinary action without prior notice or the filing of specific charges and shall not have access to the Grievance Procedure contained in Article 14 of this Agreement.

Prior to the expiration of an employee's initial probationary period, the Department Director shall notify the City's Human Resources Department in writing on the appropriate form whether or not the employee has performed satisfactorily during the probationary period and recommend the appropriate action to be taken.

Section 9 – Promotional Probationary Period

A trial period shall be used in connection with promotions in the same manner as a probationary period is used for original entrance appointments. The probationary period is six (6) continuous months.

However, employees promoted to a higher classification shall have rights to their former position and all other job rights including access to the Grievance Procedure contained in Article 14 of this Agreement. All positions filled as a result of a promotion shall be filled subject to the promoted employee's ability to pass the promotional probationary period. Personnel hired or promoted into the lower classification from which the employee is promoted shall not be considered permanent until the promoted employee they are replacing is made permanent in the higher classification. If the promoted employee's former position is occupied, the employee in that position will be displaced and considered laid off.

Prior to the expiration of an employee's probationary period, the Department Director shall notify the City's Human Resources Department in writing on the appropriate form whether or not the employee has performed satisfactorily during the probationary period and recommend the appropriate action to be taken.

Section 10 – Movements in and out of the Bargaining Unit

Employees promoted, reclassified, demoted or transferred into a non-bargaining unit classification shall be subject to the provisions of the City's Employee Personnel Rules and Regulations, and employees moving into another bargaining unit shall be subject to the provisions of the applicable collective bargaining agreement. These provisions include pay, orientation periods and other terms and conditions of employment.

Article 13 - Lay-Off and Recall

Section 1 - Reduction in Workforce

When the City, in its sole discretion, determines that a reduction in its workforce is appropriate, employees covered by this Agreement shall be laid off according to the provisions of this Article.

Section 2 - Order of Layoff

- (a) Full-time employees shall be laid off by Classification within a Department based on the employee's Classification Seniority, i.e., the amount of time the employee has been in the Classification he/she occupies at the time of the reduction-in-force. Any ties in Classification Seniority shall be broken by City Seniority, i.e., the amount of time the employee has continuous full-time service with the City since the employee's date of hire.

- (b) Union Stewards (as designated pursuant to Article 9, Section 2 of this Agreement) shall have seniority above all other employees covered by this Agreement with regard to Layoffs and Recall.
- (c) However, before any full-time employee is laid off from a Classification, all employees in their initial probationary periods in that Classification shall be laid off.
- (d) Once identified for layoff from his/her present Classification and Department:
 - A full-time employee with greater City Seniority may bump (i.e., displace) the least senior (in terms of City Seniority) full-time employee within the City who occupies the same Classification as the laid-off employee;
 - A full-time employee with greater City Seniority may bump (i.e., displace) the least senior (in terms of City Seniority) full-time employee within the City who occupies any Classification in which the laid-off employee has previously worked for the City as a full-time, permanent (i.e., non-probationary) employee. In such event, the full-time employees pay shall be reduced to (capped at) the maximum of the pay grade into which he/she is bumping; and
 - For purposes of this Section, any employee in the Classification of Backflow Technician at the time of a layoff shall be deemed to have previously worked for the City as a full-time, permanent (i.e., non-probationary) employee in the Classification of Maintenance Worker.

Section 3 - Notice of Layoff

Full-time employees not on initial probation shall be given written notice of layoff no less than fourteen (14) calendar days in advance of the effective date of the layoff.

Section 4 - Recall

- (a) Any full-time employee who is laid off shall be entitled to the provisions of this Section for up to 18 months from the effective date of his/her layoff.
- (b) Any full-time employee who is laid off shall be entitled to recall to the Classification from which he/she was laid off in reverse order of his/her Classification Seniority.
- (c) Employees entitled to the provisions of this Section shall be responsible for notifying the City's Human Resources Department of their current address-of-record and telephone number, as well as any changes to such contact information.
- (d) Employees being recalled to a Classification shall report for work no later than three (3) work days after their notification of recall. Any employee who fails to respond as required by this Sub-Section shall be terminated from employment for the abandonment of his/her position.
- (e) Employees who are not recalled within 18 months from the effective date of their

layoff shall be terminated from employment pursuant to this Section.

Article 14 - Grievance and Arbitration Procedures

Section 1 - Definition of Grievance

A grievance is a difference or dispute between an employee and City, or between IUPAT and the City, regarding the interpretation, application or violation of the express terms of this Agreement.

Section 2 - Requirements of Written Grievance

A written grievance submitted at any Step of the Grievance Procedure provided in this Article shall be on the form provided in Appendix B of this Agreement, and shall contain the following information:

- The date the grievance is being submitted;
- The printed name and signature of the IUPAT Steward, if applicable;
- The Step at which the grievance is being submitted;
- The name of the person to whom the grievance is being submitted;
- The date of the occurrence giving rise to the grievance;
- The Article(s) and Section(s) of the Agreement allegedly violated;
- A brief statement describing what happened and the person(s) involved;
- The corrective action (i.e., remedy) being sought; and
- The printed name and signature of the Grievant.

Written grievances which do not include the above information will be returned to the Grievant for correction and resubmission no more than two (2) times. Upon the first return of a grievance for insufficiency, the Grievant shall make all necessary revisions and re-submit the grievance within three (3) work days after the City's return of the grievance. Upon a second return of a grievance for insufficiency, the Grievant shall make all necessary revisions and re-submit the grievance within two (2) work days after the City's return of the grievance. Failure to do so shall result in the grievance being deemed null and void and bar any further processing of the grievance.

Section 3 - Time Limitations

- (a) No grievance shall be considered or processed under this Article unless it is submitted within the times limits set forth in this Article. However, IUPAT and City may mutually agree in writing to extend any of the time limits set forth in this Article.
- (b) The Grievant shall be responsible for documenting/proving the timely receipt of a written grievance at each of the Steps contained in the Grievance Procedure provided in Section 4 of this Agreement. The appropriate City representative shall be responsible for documenting/proving the timely delivery of a written answer to both the Grievant and IUPAT at each of the Steps contained in the Grievance Procedure provided in Section 4 of this Agreement.
- (c) If a grievance is not presented within the time limits set forth in this Article (or within any time limits mutually agreed to in writing by IUPAT and City), said grievance shall be

deemed settled on the basis of City's last answer to such grievance. If City fails to provide an answer within the time limits set forth in this Article (or within any time limits mutually agreed to in writing by IUPAT and City), the Grievant may elect to treat the grievance as denied and appeal the grievance to the next step.

- (d) The term "work days" shall refer to the days Monday through Friday, inclusive. Saturdays, Sundays and holidays (as recognized by this Agreement) shall not be considered "work days" for any purposes under this Article.

Section 4 - Grievance Procedure

- (a) A grievance must be submitted within ten (10) work days following the event giving rise to the grievance or within ten (10) work days of the time the Grievant should have reasonably learned of such event.

- (b) Grievances shall be processed as follows:

Step 1

Written Grievance to Immediate Supervisor

A written grievance shall be submitted to the Grievant's most immediate, non-unit Supervisor (i.e., the first Supervisor not included in the bargaining unit covered by this Agreement). The Supervisor shall sign and date the Grievance upon receipt, shall meet with the employee and the employee's IUPAT Representative in an attempt to resolve the grievance, and shall issue a written answer to the written grievance within ten (10) work days of the Supervisor's receipt of the grievance at Step 1.

Step 2

Written Grievance to Department Director

If the grievance is not resolved at Step 1, a written grievance shall be submitted to the appropriate Department Director within five (5) work days of the Grievant's receipt of the Supervisor's written answer at Step 1.

The Department Director shall then issue a written answer to the grievance within five (5) work days of the Department Director's receipt of the grievance at Step 2.

Step 3

Written Appeal to City's Director of Human Resources and Risk Management

If the grievance is not resolved at Step 2, a written grievance shall be submitted to the City's Director of Human Resources and Risk Management within five (5) work days of the Grievant's receipt of the Department Director's written answer at Step 2.

The Director of Human Resources and Risk Management shall then issue a written answer to the grievance within ten (10) work days of the Director of Human Resources and Risk Management's receipt of the grievance at Step 3.

Step 4

Written Appeal to City Manager

If the grievance is not resolved at Step 3, a written grievance shall be submitted to the City Manager within five (5) work days of the Grievant's receipt of the Director of Human Resources and Risk Management's written answer at Step 3.

The City Manager shall then issue a written answer to the grievance within ten (10) work days of the City Manager's receipt of the grievance at Step 4.

Step 5 **Written Request for Arbitration**

- (a) If a grievance is not resolved at Step 4, IUPAT (and only IUPAT) may file a written request for arbitration with the Federal Mediation and Conciliation Service [FMCS] within ten (10) work days of the Grievant's receipt of the City Manager's written answer at Step 4.
- (b) IUPAT shall request a list of seven (7) arbitrators located (or billing from) the State of Florida from the FMCS. The parties shall each alternately strike three (3) names from such list from said list, with IUPAT striking first. The remaining name shall be the arbitrator.
- (c) The arbitrator shall promptly conduct the hearing on the grievance at which both IUPAT and the City shall be permitted to present their evidence and arguments. The decision of the arbitrator shall be rendered in writing with copies furnished both to IUPAT and the City no later than thirty (30) calendar days after the conclusion of the hearing.
- (d) The arbitrator shall limit his/her opinion to the interpretation or application of this Agreement and shall have no power to amend, modify, nullify, ignore or add to the provisions of this Agreement.
- (e) IUPAT and the City shall each bear the expense of their respective witnesses and representatives. The expenses of the arbitrator shall be paid in equal shares by IUPAT and the City.
- (f) Employees required to testify at an arbitration hearing will be made available without loss of pay by the City. However, whenever possible, employees shall be placed on call to minimize time lost from work and shall return to work upon completion of their testimony.

Article 15 - Temporary Assignments

Section 1 - Temporary Assignments

A regular full-time employee who is temporarily assigned the duties and responsibilities of a position which has a higher pay classification shall be compensated at a rate commensurate with the responsibilities assumed in the higher classification after serving at least two weeks in the temporary assignment, but in no case shall the temporary adjustment be less than 5%. However, any employee assigned to temporarily fill a vacancy (i.e. an unfilled position) shall receive an increase in pay on the first day. This provision does

not include temporary time due to an employee on scheduled leave. All such temporary assignments must be reported to and approved by the City Manager before a higher rate of compensation can be made. At conclusion of the assignment, the employee's pay shall revert to the authorized rate established for the regular position. Any such temporary increase granted shall not affect the employee's eligibility for normal merit advancements on the anniversary date.

Section 2 - Temporary Assignments in Excess of 180 Days

Should a regular full-time employee be required to perform duties in a classification higher than that which such employee holds on a permanent basis, such employee shall not be required to continue such duties for a period longer than 180 calendar days without permanent advancement to the position, except in cases of extended illness or other emergencies as determined by the City Manager.

Article 16 - Drug Free Workplace Program

Section 1 - Drug and Alcohol Abuse Policy

The City recognizes that City employees are not immune from the problems which face society in general, including alcohol and drugs. While the City does not presently have reason to believe that any employee is abusing drugs or alcohol, the only effective means of avoiding potential problems is through a comprehensive policy directed against alcohol and drug abuse by employees.

The following constitutes a violation of the City's Drug and Alcohol Abuse Policy applicable to regular full-time and regular part-time employees:

- (a) The use of or being under the influence of intoxicants or drugs while on duty.
- (b) The use of or being under the influence of intoxicants or drugs when wearing a City uniform, whether on or off duty.
- (c) The unlawful manufacture, distribution, dispensation, possession and use of any controlled substance including prescription drugs.
- (d) Failure to notify the Human Resources Department of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction. A violation of the City's Drug Free Workplace Program may subject the employee to disciplinary action up to and including termination.

Section 2 - Definitions

Under the influence of alcohol shall mean testing positive for the presence of alcohol based upon the guidelines of Section 440.101, or 440.102, Florida Statutes, or Florida Administrative Code 59A-24 (unless a stricter standard is authorized by law for a specified job position).

Under the influence of drugs shall mean testing positive for the presence of drugs based upon the standards set forth in Section 440.101 or 440.102, Florida Statutes, or Florida

Administrative Code 59A-24 (unless a stricter standard is authorized by law for a specified job position), or Title 21 United States Code (USC) Controlled Substances Act; provided that any statutory standard which is more strict shall apply. Drug shall mean any controlled substance as defined in Chapter 893, Florida Statutes or any substance defined as a drug in Section 440.102, Florida Statutes, or Title 21 USC.

Section 3 - Testing

All testing for alcohol or drugs shall be undertaken as follows:

- (a) There shall be two tests conducted by the City. If the first test is negative, there shall be no second test, unless the City has reason to believe there was some irregularity in the administration or analysis of the first test. The second (confirmatory) test shall be a gas chromatography mass spectrometry (GC/MS test) or such other equivalent or more accurate scientifically accepted test, at the City's option. It shall be this second, confirmatory test, which shall be the determinant for the City as to whether the employee or applicant was under the influence of alcohol or drugs and which shall trigger disciplinary action against employees and a determination not to hire job applicants.
- (b) A sample shall be collected with due regard to the privacy of the individual providing the sample, and in a manner reasonably calculated to prevent substitution or contamination of the sample.
- (c) Specimen collection shall be documented, and the documentation procedures shall include:
 - 1) Labeling specimen containers to preclude erroneous identification;
 - 2) A form for the employee or applicant to provide any information he/she considers relevant to the test, including identification of currently or recently used prescription or nonprescription medication or other relevant medical information. Such form shall provide notice of the most common medications by brand name or common name, as applicable, as well as by chemical name, which may alter or affect a drug test. The providing of information shall not preclude the administration of the drug test, but shall be taken into account in interpreting any positive confirmed results; and
 - 3) A consent form.
- (d) Specimen collection, storage, and transportation to the testing site shall be performed in a manner which will reasonably preclude specimen contamination or adulteration.
- (e) A specimen for a drug test may be taken by any person authorized to do so by *Florida Statutes* Chapter 440.102.
- (f) Specimens shall be sufficient for two drug tests as determined by the Department of Health and Rehabilitative Services.
- (g) Every specimen that produces a positive confirmed result shall be preserved by the

licensed laboratory that conducts the confirmation test for a period of at least 210 days after the results of the positive confirmation test are mailed or otherwise delivered to the employer. However, if an employee or job applicant undertakes an administrative or legal challenge to the test result, the employee or applicant shall have the responsibility to notify the laboratory and the sample shall be retained by the laboratory until the case or administrative appeal is settled. During the 180 day period after written notification of a positive test result, the employee or job applicant who has provided the specimen shall be permitted to have a portion of the specimen retested, at the employee's or applicant's expense at another laboratory, licensed and approved by the Department of Health and Rehabilitative Services, chosen by the employee or applicant; provided that the employee or applicant shall provide notice to the City of his/her desire to undertake such a test within five working days of receipt of the results of a positive confirmatory test or notice from the City that the applicant or employee's timely explanation was unsatisfactory whichever occurs later. The second laboratory must test at equal or greater sensitivity for the drug in question as the first laboratory. The first laboratory which performed the test for the employer shall be responsible for the transfer of the portion of the specimen to be retested, and for the integrity of the chain of custody during such transfer.

- (h) Within five working days after receipt of a positive confirmatory test result from the testing laboratory, the City shall inform an employee or job applicant in writing of such positive test result, shall provide a copy of the test result and shall provide a statement of the consequences of such result and the options available to the employee or job applicant.
- (i) Within five working days after receiving notice of a positive confirmatory test result, the employee or job applicant may submit information in writing to the employer explaining or contesting the test results, and why the results do not constitute a violation of the employer's policy.
- (j) If the City deems the explanation or challenge to be unsatisfactory, it shall provide a written explanation as to why the employee's or job applicant's explanation is unsatisfactory. Such documentation shall be kept confidential as provided by law and shall be retained for at least one year.
- (k) The City shall employ chain-of-custody procedures as established by the Department of Health and Rehabilitative Services.
- (l) An applicant whose second test confirms the original positive test result may, at the applicant's expense, have a third test (being a gas chromatography/mass spectrometry (GC/MS test) conducted on the original sample at a laboratory approved by the City.
- (m) The City shall pay the costs of the initial and the first confirmation test; the employee or job applicant shall pay for any test which he/she requests. Payment shall be made by the employee upon requesting the test.
- (n) Should an applicant or employee fail to request a third test, after a positive confirmatory test by the City, within five days after receiving the notice of positive results from the City or notice of the City's determination that the applicant or

employee's timely explanation was unsatisfactory, whichever occurs later, the employee or applicant shall waive any claims to a position lost as a result of the positive confirmatory test. A job applicant shall, in no event, be entitled to a position applied for and filled during any review of positive tests or other challenge.

- (o) An employee shall have access to the grievance procedure provided in the Personnel Rules and Regulations or Article 14 of this Agreement.
- (p) Upon detecting a false positive error, the City shall notify the laboratory and the Florida Department of Health and Rehabilitative Services of any such error.
- (q) The laboratory shall not disclose any information relative to the health or mental condition of the tested employee except as provided by law. The City shall not request or receive from the testing facility any information concerning the personal health, habit, or condition of the employee (other than the drug test results) including, but not limited to, the presence of HIV antibodies in an injured employee's body fluids.

Section 4 - Medications

Below are listed the most common medications by brand name or common name, and chemical name, which may alter or affect a drug test as listed by the Department of Health and Rehabilitative Services and *Florida Statutes* Chapter 440.102 (a):

- I. Alcohol. All liquid medications containing ethyl alcohol (ethanol). Please read the label for alcohol content. As an example, Vick's Nyquil is 25 per cent (50 proof) ethyl alcohol, Comtrex is 20 per cent (40 proof), Contact Severe Cold Formula Night Strength is 25 per cent (50 proof), and Listerine is 26.9 per cent (54 proof).
- II. Amphetamines. Obetrol, Biphetamine, Desoxyn, Dexedrine, Didrex.
- III. Cannabinoids. Marinol (Dronabinol, THC).
- IV. Cocaine. Cocaine HCl Topical Solution (Roxanne).
- V. Phencyclidine. Not legal by prescription.
- VI. Methaqualone. Not legal by prescription.
- VII. Opiates. Paregoric, Parepectolin, Donnagel PG, Morphine, Tylenol with Codeine, Empirin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guaiatuss AC, Novahistine DH, Novahistine Expectorant, Dilaudid (Hydromorphone), M-S Contin and Roxanol (morphine sulfate), Percodan, Vicodin, etc.
- VIII. Barbiturates. Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotunate, Fiorinal, Fioricet, Esgic, Butisol, Mebaral, Butabarbital, Butabital, Phrenilin, Triad, etc.

- IX. Benzodiazepines. Ativan, Azene, Clonopin, Dalmane, Diazepam, Halcion, Librium, Poxipam, Restoril, Serax, Tranxzone, Valium, Verstran, Xanax.
- X. Methadone. Dolophine, Methadose.
- XI. Propoxyphene. Darvocet, Darvon N, Dolene, etc.
- XII. Hallucinogens. L.S.D., Payote, etc.
- XIII. Synthetic Narcotics.
- XIV. Designer Drugs

Section 5 - Privacy in Drug Testing

Urine samples shall be provided in a private restroom stall or similar enclosure so that employees and applicants may not be viewed while providing the sample. Bags, briefcases, purses and other containers may not be carried into the test area. The water in the commode shall be colored with dye to protect against dilution of test samples.

Section 6 - Drug Testing for Applicants

A drug test will be given to all job applicant finalists for safety sensitive positions, which is defined in Section 440.102, Florida Statutes as a part of the pre-employment physical examination prior to hiring. A refusal to take the drug test will disqualify the applicant from further consideration for hiring.

Job applicants and employees have the right to consult the medical review officer or testing laboratory for technical information regarding prescription and non-prescription medication.

Job applicants will no longer be considered for employment if their test results have been confirmed positive by the medical review officer subject to the review procedures contained herein.

Section 7 - Current Employee Testing

(a) Testing for Reasonable Suspicion

The City may require a current City employee to undergo drug testing and alcohol testing if there is reasonable suspicion that the employee is under the influence of drugs or alcohol during work hours. "Reasonable suspicion" means an articulatable belief based on specific facts and reasonable inferences drawn from those facts that an employee is under the influence of drugs or alcohol. Circumstances which constitute a basis for determining "reasonable suspicion" may include, but are not limited to:

A pattern of abnormal or erratic behavior or a significant deterioration in work performance,

Information provided by a reliable and credible source,

A work-related accident, that the employee has caused or contributed to, Direct observation of drug or alcohol use,

A report of drug use, provided by a reliable and credible source, which has been independently corroborated,

Presence of the physical symptoms of drug and alcohol use (i.e., glassy or bloodshot eyes, alcohol or marijuana odor on breath, slurred speech, poor coordination and/or reflexes),

Increased absenteeism,

Substandard work,

Increased disciplinary incidents,

Deteriorating work relationships,

Increased inattentiveness and absentmindedness,

Increased hostility toward the public or other employees, Frequent need for work breaks,

Evidence that an individual has tampered with a drug test during his employment with the City,

Evidence that an employee has used, possessed, sold, solicited or transferred drugs while working or while on City premises or while operating City vehicles, machinery or equipment, and/or

Mood swings.

Where testing is based upon reasonable suspicion, supervisors are required to detail in writing on the form available in the Human Resources Department the specific facts, symptoms or observations which formed the basis for their determination that reasonable suspicion existed to warrant the testing of an employee. If the Department Head/Director concurs that sufficient suspicion exists to warrant testing, he/she shall submit his/her findings to the Director of Human Resources and Risk Management and a drug test shall be given. If the Director of Human Resources and Risk Management is not available, findings may be submitted to the City Manager, Assistant City Manager or Risk/Benefits Officer, in that order.

(b) Testing for Cause

Moving-Vehicle and Non-Moving Vehicle Accident - If an employee causes or contributes to the cause of an accident that results in damage to the City's and/or member of the public's property, the employee must submit to a drug test. Following the drug test, if not under the influence of any controlled substance, the employee may return to work.

In all situations, the accident must be immediately reported by the employee to his/her supervisor.

On-Duty Injury – If an employee suffers an injury, while on-duty, he/she must submit to a drug test. The employee will be provided an authorization form to take to the testing facility. Upon becoming aware of the injury, the employee must immediately report to his/her supervisor.

(c) Routine Fitness for Duty

An employee will submit to a drug test if the test is conducted as a part of routinely scheduled employee fitness-for-duty medical examination that is part of the City's established policy or that is scheduled routinely for all members of an employment classification or group, and approved as a prerequisite by the City.

(d) Random Drug Testing

In addition to employees who are required to submit to random drug testing to be in compliance with state and/or federal regulations, random drug testing will also be conducted for any employees holding mandatory-testing positions as defined in Section 440.102 Florida Statutes.

The City will have a program of random drug testing utilizing a computer-based program that will randomly select employees with no greater frequency than on a monthly basis. No employee shall be randomly tested in excess of three times in any calendar year, except as may be required in accordance with applicable law. The City shall notify the supervisor of each employee selected for random testing. The supervisor shall be responsible for ensuring that the employee is immediately taken to the testing site. Random testing will be limited to urine and/or breath analysis.

(e) Additional Testing

Additional testing may also be conducted as required by applicable state or federal laws, rules, or regulations and as set forth herein or permitted by Section 440.102, Florida Statutes.

(f) Refusal to Test

Employees who refuse to submit to an alcohol and/or other drug test may forfeit their eligibility for all workers' compensation medical and indemnity benefits. Refusal to submit to an alcohol and/or other drug test will be considered a violation of a lawful and reasonable regulation or order and insubordination. As such it shall result in separation from the City service.

(g) Employee Status After Test

Following a drug test for reasonable suspicion, accident or injury, the employee cannot return to work until the City receives and reviews the results of the drug test. If the test is negative, the employee shall receive regular salary for hours of work lost.

Job applicants and employees have the right to consult the testing laboratory for technical information regarding prescription and non-prescription medication.

Section 8 - Voluntary Identification

No disciplinary action shall be taken against employees who voluntarily identify themselves as drug users or alcohol abusers, obtain counseling and rehabilitation through the City's Employee Assistance Program and thereafter refrain from violating the City's policy on drug and alcohol abuse. The Employee Assistance Program can give information as to other local alcohol and drug rehabilitation programs. However, to be exempt from such disciplinary action the employee must seek counseling and rehabilitation and notify the City of such counseling prior to being asked to take a drug test.

Section 9 - Education

The City shall conduct an annual education program to alert its employees to the dangers of the abuse of drugs and alcohol, the effects of drug and alcohol abuse on job performance and the consequences of such abuse in the workplace.

Section 10 - Collective Bargaining Agreement

The City's collective bargaining agreement with IUPAT contains the City's Drug Free Work Place Policy by reference and falls under the jurisdiction of PERC (Public Employees Relations Commission) and its appeal procedures.

Article 17 - Uniforms and Equipment

Section 1 - Cleaning

The City will provide and pay for the cleaning of uniforms for those regular full-time and regular part-time employees required by the City to wear uniforms on the job. Where the City requires employees to wear safety shoes, the City will provide such safety shoes to the employees via the issuance of an annual allowance of \$150 to cover the purchase of said safety shoes. The bargaining unit member shall be on active duty at the time of payment, (i.e., not on any type of paid or unpaid leave-of absence), in order to receive payment. If a newly-hired bargaining unit member's position requires safety shoes, the newly hired bargaining unit member will be issued a \$150 in their first check to cover the purchase of said safety shoes.

Section 2 - Responsibility for Return

Upon termination of employment, the employee shall return to the City all uniforms, tools and equipment assigned to him/her in the same condition they were in at the time the employee received them, normal wear and tear excepted. If the employee fails to return any item, or if he/she returns any item in a damaged condition due to causes other than normal wear and tear, the cost of repair or replacement of the item shall be deducted from the employee's final pay check.

Section 3 - Sunglasses

The City agrees to provide 100% UV-protected sunglasses to all full-time ocean rescue personnel via the issuance of an annual allowance of \$100 to cover the purchase of sunglasses. The bargaining unit member shall be on active duty at the time of payment, (i.e., not on any type of paid or unpaid leave-of absence), in order to receive payment. If a newly-hired bargaining unit member's position requires sunglasses, the newly hired bargaining unit member will be issued a \$100 in their first check to cover the purchase.

Section 4 - Repair or Replacement

The City agrees to repair or replace shoes, prescription glasses, contact lenses or dentures which become damaged or lost through no fault of the employee while the employee is acting in the performance of his/her duties and provided that all safety procedures have been adhered to by the employee. Personal items such as jewelry, personal cell phones, sunglasses, etc., are not covered. Personal watches will be covered up to a maximum of \$50.00.

The employee is required to notify his/her supervisor of the loss or damage immediately, or as soon as possible during the same workday. A Damage, Loss or Theft report must be filled out and signed by the supervisor, and a receipt for the replacement or repair of the item must be attached.

Article 18 - Safety and Health

Section 1 - Accident Review Team (ART)

(a) Once each calendar quarter, the City's Human Resources Department shall convene a meeting of the Accident Review Team (ART), during which members of the team shall receive information regarding any at-fault accident involving a City employee during the immediately preceding three (3) month period.

(b) The purpose of the ART shall be to review the at-fault accidents that occurred, to discuss the information provided, and to provide the Human Resources Department with recommendations regarding how to avoid such accidents in the future.

(c) The ART shall consist of a Human Resources Department representative, up to four Management representatives and up to five IUPAT representatives.

Section 2 - Safety and Health

The City will make reasonable provision for the safety and health of its employees during hours of employment. The City will comply with all Federal, State and local laws regarding safety and working conditions. The safety standards to be applied are those contained in Federal OSHA 29 CFR 1910. Where unsafe and sub-standard conditions exist, the City will correct them to the best of its ability.

Section 3 - Safety Issue for Ocean Rescue

The City agrees to provide ocean rescue personnel, full-time and part-time, with sunblock, bathing suits, short sleeve T-shirts, long sleeve T-shirts, jackets, sweat suits, and tank-top shirts. The City will not require lifeguards to wear UV rated shirts at all times, providing

IUPAT would not require an annual mandatory skin cancer screening for all regular, full-time ocean rescue personnel.

Article 19 - In-Service Training and Educational Reimbursement

Section 1 - Payment for Training

All regular full-time employees required by the City to attend any training and/or health and safety program shall be compensated at their regular rate of pay for the length of time they are required to attend such program and pay for the training.

Section 2 - Training Provisions

The City will make a reasonable effort to give equal opportunity for training to all regular full-time employees in a job classification in the same division. Priority shall be given to seniority by division, by job classification and then to equally distributing training opportunities.

Any training offered or provided by the City shall be made available first on a seniority by division and job classification basis. For example, training pertaining to Maintenance Workers I in the Parks Maintenance Division shall be made available first to the employee who has held the position of Maintenance Worker I in the Parks Maintenance Division for the longest period of time. If such training is optional on the part of the employee and if an employee declines the offered training, it shall then be offered to the next most senior Maintenance Worker I in the Parks Maintenance Division and so on down the line until the available slots for a particular in-service training session have been filled. The next opportunity for training pertaining to Maintenance Worker I in the Parks Maintenance Division shall be offered first to the most senior Maintenance Worker I in the Parks Maintenance Division who has not yet had such training.

One exception to the above is when such training is specific to an individual's work task or specific training needs. In such case, an individual might be referred for training without regard to seniority.

Section 3 - Payment for Certification

Regular full-time employees who obtain one or more certifications preferred in the job description for his/her position shall receive a one (1) time \$500.00 payment. Each employee shall be limited to only one (1) payment and regular full-time employees who received payment under this provision prior to the ratification of this Agreement are not eligible for another payment under this provision.

Section 4 - ASE Certification

Mechanics who obtain and maintain all ASE certifications required in their job description, shall receive an additional \$10.00 per pay period. Mechanics who obtain and maintain a Master ASE certificate shall receive an additional \$15.00 per pay period.

Section 5 - EMT Certification

Full-time Ocean Lifeguards who obtain and maintain EMT certification shall receive a 5% increase over their base pay.

Section 6 – Educational Reimbursement

All IUPAT employees are eligible to receive educational reimbursement for undergraduate and graduate coursework according to the following criteria and schedule of benefits. The Tuition Reimbursement Program pertains to training and educational courses taken voluntarily by the employee. Course or training that the employee is required to attend by the City will not be funded through this program. This program is not meant to replace existing funding mechanisms for departmental certifications and trainings that are already being subsidized by the City.

1: Budgetary Process

- a) The list of projections will be used to assist in determining the budget allocation for the program but does not dictate the level of funding.

2: Eligibility

- a) All regular full-time employees who have completed a minimum of one year of continuous service are eligible to participate in the City's Tuition Reimbursement Program.
- b) Employees currently receiving any tuition reimbursement from another funding source, such as scholarships, Veteran's Administration or Federal/State grants, are not eligible to receive education assistance from the City.
- c) Reimbursements for educational expenses will be considered for courses completed at a college, university, community college, trade/vocational school, or professional institution that has been accredited by the Southern Association of Colleges and Schools, or another national or regional accrediting agency recognized by the U.S. Secretary of Education, as listed at <http://ope.ed.gov/accreditation>. By completing the required form and participating in this program, the employee is affirming that he/she is not receiving any other benefit from an outside source.
- d) The course of instruction or degree sought must be one that, in the judgment of the Department Director and the Department of Human Resources, directly relates to the employee's current position, a similar City position, or to a higher-level position within the City to which the employee could reasonably aspire through promotion, subject to limitations in Section 2(f).
- e) Employees may request approval for undergraduate or graduate level tuition reimbursement courses, not to exceed 2 classes per semester, up to 3 credit hours per class (four hours for courses with a laboratory, for a maximum of five (5) classes per fiscal year). Doctorate programs are not included in this program and are therefore not reimbursable. The amount of reimbursement will be based on the employee's grade in each course, as provided in section 6 of this article.

- f) Courses that are not directly related to an employee's current position but are a requirement of a degree program may be eligible for reimbursement if the degree being sought relates to employment with the City as defined in section 2(d).
- g) Employees must be in good standing to be eligible. For purposes of this Article, good standing shall be defined as an employee who has not received any formal discipline, a performance improvement plan or an unsatisfactory performance evaluation within the last 6 months.
- h) Termination of employment, for any reason, prior to completion of course(s) will make the employee ineligible for tuition reimbursement.
- i) If an employee terminates from the City within two years from the completion of course(s), the City will deduct from the employee's final paycheck the full tuition assistance amount received within the final two years of employment. In the event that the employee's final paycheck is less than the amount reimbursed and employee fails to reimburse the City within 30 days, the City shall pursue such means as may be necessary to recover the full amount. In the event the services of an attorney are required to collect the unrecovered amount, such attorney fees and court costs shall be added to the reimbursement owed to the City.

Section 3: Reimbursement Amount

- a. An employee enrolling in an approved degree program shall be eligible for reimbursement at the rate per course not to exceed the rate established by the Florida Atlantic University for a Bachelor's degree program or Broward Community College for an Associate's degree program at the time of the employee's course enrollment. This reimbursement amount shall apply regardless of the employee's election to attend a private education institution.
- b. The reimbursement schedule for undergraduate coursework will be based on grades received by the employee as follows:
 - 100% for a grade of "A"
 - 90% for a grade of "B"
 - 75% for a grade of "C"

The City will not provide any amount of tuition reimbursement if the employee earns a grade of "D," "F" or receives an "Incomplete" mark. Pass/Fail courses within a degree program are not eligible for reimbursement.

Master's Degree program will only be reimbursed for an "A" grade.

- c. The City will provide reimbursement up to a maximum of \$5,250.00 per tax (calendar) year based on current federal taxation requirements and limits, or as may be modified in future years. Reimbursements to an employee in excess of IRS limits creates tax liability for the employee.
- d. Employees are eligible for a maximum of one degree at each level (Associates, Bachelors, Masters)

- e. Books and required laboratory fees are eligible for reimbursement but shall be limited to \$250 per semester and are subject to the employee earning a grade of A, B or C in the course. All other expenses, including but not limited to, those for parking, supplies or nonlaboratory fees, are the employee's responsibility and are not eligible for reimbursement.

Section 4: Reimbursement Process

- a. After completion of classes, the employee shall send a completed copy of the Tuition Reimbursement Certification form, including required documents to the Department of Human Resources within thirty (30) days. The Tuition Reimbursement Certification form is attached hereto and incorporated herein. The employee shall also disclose and provide documents showing all financial aid (including, but not limited to, scholarships, grants, stipends, waivers, discounts, fellowships, military and veterans' benefits) and other non-refundable financial aid received by the employee used to pay tuition and other costs. The combined total of the employee's financial aid and the City's reimbursement to the employee shall not exceed 100% of the tuition and eligible costs and fees. The reimbursement may be reduced to satisfy this rule.

Administrative operation procedures pertaining to the Tuition Reimbursement Program may be amended by the City Manager from time to time as appropriate.

This program is an additional benefit for employees to further their education, but it should not be construed as an inducement or requirement that employees must seek additional education. No additional benefit, promotion, salary increase, or other consideration is offered nor should be construed to be offered, unless specifically given in writing to the employee by the City Manager.

Article 20 - Performance Evaluations

Section 1 - Performance Evaluations

All bargaining unit employees will receive a written evaluation from their Department each year using the form provided in Appendix G of this Agreement. Employees will be evaluated on their performance and expected to meet only performance standards as defined in their position description. All such performance standards will be job-related.

A bargaining unit employee who does not meet performance standards in their overall rating will be denied merit increase. A bargaining unit employee who is satisfactorily meeting their performance standards will receive a merit increase in accordance with Appendix G.

All bargaining unit employees, however, will be granted a pre-evaluation meeting on or around six (6) months into their respective evaluation period. At the pre-evaluation meeting, employees will receive one of the following notifications by their supervisors: not meeting the performance standards, satisfactorily meeting performance standards, or exceeding the performance standards. Depending on the circumstances, the supervisor will detail the area(s) to be corrected prior to the receipt of their annual performance evaluation.

Section 2 – Probationary Performance Evaluation

Probationary bargaining unit employees will be evaluated on a more frequent basis. For the probationary period, employees will be periodically evaluated using the form provided in Appendix G during the six (6) month initial orientation period from date-of-hire. Promoted bargaining unit employees will be evaluated using the form provided in Appendix G during their six (6) month promotional orientation period.

Article 21 - Employee Discipline

Section 1 - Employee Discipline

(a) High standards of conduct are expected of employees in order to preserve the City's reputation and to insure an equitable, safe and productive work environment.

(b) Employee Discipline shall be for Just Cause.

(c) Employees shall be allowed the presence and representation of an IUPAT Chief Steward or Stewards during: (1) any investigatory meeting which may result in employee discipline; and (2) any meeting in which employee discipline is imposed.

If City specifically calls a meeting for the purpose of investigation or the imposition of discipline, the City shall apprise an employee of his/her rights under this Section prior to the start of the meeting.

(d) For purposes of this Agreement, employee discipline shall be limited to the following personnel actions: Documented Oral Reprimand; Written Reprimand; Suspension Without Pay; Demotion; and termination from employment.

(e) Generally, the City will follow a Corrective Discipline System (hereinafter referred to as the CDS) whereby less severe forms of discipline are issued prior to the imposition of more severe forms of discipline when an employee fails to correct his/her work-related performance and/or conduct after being given a reasonable opportunity to do so.

The CDS shall consist of the following steps:

Oral Counseling

A Supervisor shall notify an employee regarding any work-related performance and/or conduct issues and shall inform the employee of the Supervisor's specific expectations for improvement. Counseling shall not be considered employee discipline.

Documented Oral Reprimand

If the work-related performance and/or conduct issues continue, the Supervisor shall issue an Oral Reprimand. The reprimand shall be documented by a written memorandum indicating the date on which the Oral Reprimand was issued, the issue(s) that were addressed, and the Supervisor's expectations for improvement.

Written Reprimand

If the work-related performance and/or conduct issues continue, the Supervisor shall issue a Written Reprimand. The reprimand shall be documented by a written memorandum indicating the date on which the Written Reprimand was issued, the

issue(s) that were addressed, and the Supervisor's expectations for improvement.

Suspension Without Pay

If the work-related performance and/or conduct issues continue, the Supervisor shall meet with his/her Department Director to discuss a Suspension Without Pay. Provided the Department Director is in agreement, a Suspension Without Pay shall be documented by a written memorandum indicating the date on which the suspension was issued, the issue(s) that were addressed, and the Department's expectations for improvement. The written memorandum shall also include the number of days for which the employee is being suspended without pay and the dates of such suspension.

Demotion or Termination

If the work-related performance and/or conduct issues continue, the Department Director shall contact the Human Resources Department and submit a written memorandum recommending that the City Manager terminate the employee from employment with the City.

A copy of the written memorandum shall also be given to the employee and IUPAT. Upon his/her receipt of the Department Director's recommendation, the employee shall be placed on Administrative Leave With Pay until the City's Manager's action on such recommendation.

An employee recommended for Demotion or Termination from employment shall be entitled to a meeting with the City Manager prior to the City Manager's action on the recommendation, provided that the employee requests such meeting in writing that is received by the City Manager's Office no later than three (3) work days after the employee's receipt of the Department Director's recommendation.

If the employee does not request a meeting with the City Manager within three (3) work days, the employee's right to a predetermination meeting shall be considered waived.

During his/her meeting with the City Manager, the employee (or any representative of the employee's choice) shall present whatever information the employee wishes to be considered by the City Manager before taking any action on the Department Director's recommendation.

The City Manager's decision regarding the Department Director's recommendation shall be final.

Section 2 - Grounds for Employee Discipline

The following shall be deemed sufficient/just cause for employee discipline:

- (a) Being charged with a felony (with right of City to suspend employee without pay until the charge(s) has/have been resolved).
- (b) Violations of safety rules and practices.
- (c) Has violated any lawful and reasonable regulation or order or failed to obey any lawful or reasonable direction made and given by a superior.

- (d) Violation of the City's Drug Policy as described in Article 16 of this Agreement.
- (e) Has contracted some mental or physical ailment or defect which incapacitates him/her for usefulness in the present job.
- (f) Concerted curtailment or restriction of production or interference with work in or about the City's property, including, but not limited to, instigating, leading or participating in any walkout, strike, sit-down, slowdown or refusal to return to work at the scheduled time for the scheduled shift.
- (g) Has been guilty of acts which amount to insubordination or of disgraceful conduct.
- (h) Has been offensive in conduct or language toward the public, toward City officials or toward other employees.
- (i) Misappropriation, misuse or unauthorized use of City equipment, tools, funds, machines, etc.
- (j) Falsification or significant omissions of personal or City records verbally or in writing, including employment applications, accident records, work records, purchase orders, time sheets or any other report or record.
- (k) Incompetence, inefficiency or repeated neglect of assigned duties.
- (l) Has been incompetent, negligent or inefficient to such an extent that the employee's performance evaluations fall below a reasonable standard.
- (m) Has used, or threatened to use, or attempted to use political influence in securing promotion, leave of absence, transfer or change of class, pay, or character of work.
- (n) Has been habitually tardy or absent from duty.
- (o) Unauthorized absence from duty.
- (p) Violation of the State of Florida Ethics Law.
- (q) That the employee is antagonistic in his attitude toward supervisory or fellow employees, criticizing orders or rules issued and policies adopted by his superiors or so conducts himself as to interfere with the proper coordination of the employees of the City to the detriment of efficient public service.
- (r) Violating internal departmental rules and regulations that have been posted or which the employee has received a copy.
- (s) Vending, soliciting or collecting contributions for any purpose whatsoever at any time on City premises unless authorized by the Department Head/Director or City Manager.
- (t) Making or publishing of false, vicious or malicious statements concerning any

employee, supervisor, the City or its operation.

- (u) Suspension or revocation of valid driver's license required for job performance.
- (v) Operating any City vehicle or equipment without a valid Florida driver's license and/or certification or with wrong endorsements required by law for that vehicle.
- (w) Misuse of City property or neglect with respect to City property.
- (x) Quitting work, wasting time, loitering, or leaving assigned work area during working hours without permission.
- (y) Taking more than the allotted time for meals or break periods.
- (z) Engaging in gambling, lottery, or any other game of chance at City work stations at any time.
- (aa) Failing to report to a supervisor or department Director a request for information or receipt of a subpoena for a matter relating to City business.
- (bb) Knowingly reporting for work with a serious communicable disease.
- (cc) Discussing with members of the City Commission matters relating to an employee's employment status. The employees covered by this agreement shall not have their legal right to engage or communicate with elected official in their capacity as City residents.
- (dd) Unauthorized use, possession or display of firearms, explosives or weapons on City property.
- (ee) Theft of or removal without proper authorization of any City property or property of any employee or other person.
- (ff) Unauthorized absence from work for a consecutive period of three (3) days or three (3) assigned shifts. (i.e., abandonment of position).
- (gg) Unauthorized absence by Emergency Support personnel during a declared emergency.
- (hh) Sleeping or hiding during duty hours.
- (ii) Failure to work special hours or special shifts, after being scheduled according to overtime, callback or on-call duty policies.
- (jj) Knowingly making false statements during an administrative investigation or hearing, and/or refusing to cooperate.
- (kk) Failing to report a personal injury or accident in which the employee was involved while on the job.

Section 3 - Exception regarding Serious Misconduct

Nothing contained in this Article shall be interpreted to preclude the City from issuing, and the City hereby expressly reserves the right to issue, appropriate employee discipline up to, and including, termination from employment in response to a first occurrence of sufficiently egregious misconduct by an employee.

Section 4 - Miscellaneous Provisions regarding Employee Discipline

- (a) Documented Oral Reprimands, Written Reprimands, and Suspensions Without Pay shall not be used as the basis for taking the next step of employee discipline after two (2) calendar years from the date of such discipline.
- (b) In considering employee discipline at any step of the CDS, the City shall consider an employee's work record and length of service with the City, as well as the seriousness of the issues being disciplined.

Article 22 - Hours of Work and Overtime

Section 1 - Hours of Work

The normal working hours per one-week work cycle for regular full-time employees shall be forty (40) hours which shall exclude any time for meal periods. The hours of work scheduled per day shall be as required and set by the Department Director. All meal periods shall be non-compensated time except as otherwise approved by the Department Director. This Article applies only to regular full-time employees.

Section 2 - Schedule Changes

It is recognized and understood that deviations from the foregoing normal schedules of work will be necessary and will unavoidably result from several causes, such as but not limited to: rotation of shifts, vacation, leaves of absence, weekend and holiday duty, absenteeism, employee requests, temporary shortage of personnel and emergencies. No such deviation shall be considered a violation of this Contract.

Section 3 - Payment of Overtime / Use of Compensatory Time

- (a) The City agrees to pay overtime at the rate of time-and-a-half (1-1/2) based on a seven (7) day, forty (40) hour work cycle. The work cycle shall coincide with the weekly pay periods which run from 12:00 midnight on Saturday through 11:59 p.m. on Friday.
- (b) Paid Holiday hours and paid Vacation/Annual Leave hours shall be considered as time worked for purposes of computing overtime. All other leave hours, whether paid or unpaid, shall not be considered as time worked for purposes of computing overtime.
- (c) Compensatory Time may be given to employees in lieu of the payment of overtime. The accumulation and use of Compensatory Time shall be in accordance with the Fair Labor Standards Act [FLSA]. The accumulation of Compensatory Time shall be capped at eighty (80) hours.

(d) Employee requests to use Compensatory Time shall not be unreasonably denied, i.e., as long as the time off would not unduly disrupt the operations of any City Department.

(e) Accrued Compensatory Time shall be cashed out: 1) in advance of any change in an employee's hourly rate of pay; and (2) upon an employee's separation from service.

Section 4 - Rest Breaks

Rest breaks, where applicable, excluding unpaid meal periods, will be determined by the Department Director, taking into consideration the nature of the work performed, the place of the work and environmental conditions. Rest breaks shall be paid for at the employee's regular rate and shall not result in lengthening his/her regular day.

Section 5 - Emergency Recall

When emergencies require that members of the bargaining unit are recalled for duty during their off-duty time (not including work which causes a member to extend his regular shift), they shall be compensated for actual time worked, but not less than two (2) hours at the overtime rate. If an employee is called out again within two hours of the time they were initially called out, they shall receive no additional minimum pay guarantee.

Section 6 - Stand-by Pay

Employees in stand-by status will be provided with one hour of straight time pay for every 24-hour period they are assigned to stand-by status. Employees must be available and ready to report to work to receive stand-by pay. Employees must record their time worked in the same manner as used to report during regular reporting hours.

An employee who is on stand-by status and is called in pursuant to Section 5 above shall receive both stand-by pay and emergency recall pay.

An employee on stand-by must not consume alcohol or take medication/drugs which could impact their ability to respond or perform work.

Should an employee take a call while on stand-by that requires the employee to report to work workplace, it is expected that the employee will arrive at work within a reasonable time of being called out.

Stand-by pay only applies to the Parks Maintenance Division and the Environmental Services Department.

Article 23 - Insurance

Section 1 - Life Insurance

The City agrees to provide a natural death benefit life insurance of 100% of an employee's annual salary rounded to the nearest one thousand dollars (\$1,000.00) to regular full-time employees. Said insurance shall have a double death benefit in case of accidental death subject to the limitations of the policy.

Section 2 - Health Insurance

(a) Medical

Effective January 1, 2022 through December 31, 2022, the City shall provide all bargaining unit employees with three different health plan options. Attached as Appendix C, Table 1, a chart containing the options and the premiums associated with each such option for the 2022 plan year.

Effective January 1, 2023, the City shall continue to provide all bargaining unit employees with three different health plan options, but the premiums associated with each such option shall be based on a cost share percentage reflected in the third column in Appendix C, Table 2. Since the employer and employee combined monthly cost, as identified in the fourth column in Appendix C, Table 2, is based on projections made in June each year, such amounts will be provided to the IUPAT's Chairperson no later than July each year. Applying the cost share percentage in the third column to the combined monthly cost, the premiums will be calculated accordingly and distributed to the employees no later than November 2022. For each year thereafter, the City will use the same method to calculate premiums associated with each option and follow the same timing regarding notices.

(b) Dental

Effective January 1, 2022, the City shall provide all bargaining unit employees with dental insurance as outlined in Appendix D, Table 1. Effective January 1, 2023, the City shall continue to provide all bargaining unit employees with dental insurance, but the premiums associated with the benefit shall be based on a cost share percentage reflected in the third column in Appendix D, Table 2. Since the employer and employee combined monthly cost, as identified in the fourth column in Appendix D, Table 2, is based on projections made in June each year, such amounts will be provided to the IUPAT's Chairperson no later than July each year. Applying the cost share percentage in the third column to the combined monthly cost, the premiums will be calculated accordingly and distributed to the employees no later than November 2022. For each year thereafter, the City will use the same method to calculate premiums associated with each option and follow the same timing regarding notices.

(c) Vision

Effective January 1, 2022, the City shall provide all bargaining unit employees with vision insurance as outlined in Appendix E, Table 2. Effective January 1, 2023, the City shall continue to provide all bargaining unit employees with vision insurance, but the premiums associated with the benefit shall be based on a cost share percentage reflected in the third column in Appendix E, Table 2. Since the employer and employee combined monthly cost, as identified in the fourth column in Appendix E, Table 2, is based on projections made in June each year, such amounts will be provided to the IUPAT's Chairperson no later than July each year. Applying the cost share percentage in the third column to the combined monthly cost, the premiums will be calculated accordingly and distributed to the employees no later than November 2022. For each year thereafter, the City will use the same method to calculate premiums associated with each option and follow the same timing regarding notices.

(d) Retiree Health

Upon retirement, the City will pay the cost of the medical insurance premium for

employees who were hired prior to October 1, 2002 and have worked full-time for the City for at least ten (10) years, equivalent to what all other employees receive, when a member begins receiving early retirement or full retirement immediately upon separation from the City. Employees hired after October 1, 2002 will receive a monthly stipend of \$12.50 for each year of service towards the cost of the individual coverage upon retirement. The cost of dependent coverage will be paid 100% by the retiree.

This benefit continues until the member becomes eligible for Medicare, Medicaid, or TEFRA. This benefit is also given to any employee who has worked full-time for the City for at least ten (10) years and is collecting long-term disability payments from a City pension plan or through a City owned insurance policy but is not eligible to retire and collect retirement income. This benefit is stopped if said individual is no longer in a long-term disability status and is not yet eligible to retire and collect retirement income.

(e) Insurance Opt-Out

Any employee wishing to opt out of the health insurance coverage provided by the City must provide the City with proof of health insurance coverage elsewhere. Employees with health insurance coverage elsewhere will be paid an amount equivalent to 50% of the City's monthly cost of individual health insurance coverage.

Section 3 - Long Term Disability

Long term disability insurance for all regular full-time employees will be purchased by the City. However, the City will continue to pay the same dollar amount toward the long-term disability premium that the City was paying on September 30, 1996.

The benefits of the long-term disability insurance are 60 per cent of the employee's annual base salary paid until the employee reaches 65 years of age or, if applicable, the later of the Social Security Normal Retirement Age (SSNRA) or the Maximum Benefit Period as detailed in the disability insurance policy. See the disability benefits policy document for more information.

The benefits of long-term disability insurance begin after six months of disability. To assure full benefits, a disability claim should be filed as soon as the disability begins or as soon as possible thereafter. The employee should not wait until the six months is almost up before filing.

Article 24 - Leaves of Absence

Section 1 - General Provisions

All regular full-time employees shall be eligible to receive the following leave benefits as outlined. Those employees in a provisional emergency, part-time or temporary status shall be eligible only for those benefits required by federal and/or state law or contracts or those benefits approved by the City Manager.

Section 2 - Sick Leave

(a) Definition

Sick leave may be granted for the following purposes, subject to the approval of the Department Director:

- (1) Personal injury or illness not connected with work or exposure to a contagious disease which would endanger others.
- (2) Personal medical, dental and optical appointments.
- (3) Pregnancy and maternity leave.
- (4) Absence due to a serious illness, injury or operation requiring hospitalization or confinement at home under physician's direction of spouse or dependent members of the employee's household and members of the immediate family as defined. Granting of this particular leave shall be at the discretion of the Department Director with the approval of the City Manager and shall be strictly controlled. Upon request of the Department Director, the employee shall be required to furnish a physician's statement to the effect that the spouse or dependents need or needed the personal care and attention of the employee.

(b) Computation

- (1) Sick leave with pay shall be given at the rate of one (1) working day for each calendar month of completed service.
- (2) Sick leave may be accumulated to a maximum of 1500 hours.
- (3) The employee has two (2) choices as to how he uses his sick leave. They are as follows:

Choice 1 - Bank all unused sick leave each year until 1500 hours maximum is reached.

Choice 2 - Bank 48 hours (six days) unused sick leave each year and take cash payment for the balance.

Sick Leave Chart

Choice 1

Choice 2

Earn (Hours)	Use (Hours)	Bank (Hours)	Bank (Hours)	Pay (Hours)
96	0	96	48	48
96	8	88	48	40
96	16	80	48	32
96	24	72	48	24
96	32	64	48	16
96	40	56	48	8
96	48	48	48	0
96	56	40	40	0
96	64	32	32	0
96	72	24	24	0
96	80	16	16	0

96	88	8	8	0
96	96	0	0	0

(c) Guidelines

- (1) Payments for unused sick leave as set forth in the foregoing shall be on the first bi-weekly pay date in December.
 - (2) Upon separation in good standing from the City with ten continuous years or more of regular, full-time service, retirement, early retirement or death, employees (or their beneficiaries, in case of death) may receive compensation at their ten regular pay rate for half of their full amount of accrued sick leave (up to 750 hours pay-out). Employees with less than ten years of employment will not be eligible for the pay-out of accrued sick leave, except if laid off. Laid off employees will be eligible for pay-out with or without ten years of service.
 - (3) Accumulated sick leave shall be credited once a month and sick leave shall not be paid in advance of being earned.
 - (4) Accumulated annual leave may be used as sick leave after all accumulated sick leave has been exhausted.
- (d) Sick Leave Donation – the parties agree to discontinue any past practice that may have existed regarding a Sick Leave Pool and, in lieu thereof, to provide for employee-to-employee donations of both Sick and Annual Leave upon approval of the involved Department Director(s).

Section 3 - Annual Leave

(a) Definition

Annual leave may be granted for the following purposes subject to the approval of the Department Director.

- (1) Vacation leave.
- (2) Absence for transaction of personal business which cannot be conducted during off-duty hours.
- (3) Religious holidays other than those designated by these rules as holidays.
- (4) For uncovered portion of such leave, once such leave has been exhausted through illness.
- (5) Any absences from work not covered by other types of leave established.

(b) Computation

- (1) It is the intent of the City that employees take their accumulated annual leave following the annual period in which it was earned. No more than a maximum of

two (2) years of annual leave (maximum determined by length of service) shall be carried over into subsequent anniversary periods.

- (2) Annual leave shall be accrued and taken on an annual basis in accordance with the following schedule:

Years of Service	Leave Accumulated Annually Hours	Maximum Accrual
less than 1 year	8 hours per month	
after 1 year through 4 years	96 hours per year	192
after 5 years through 9 years	112 hours per year	224
after 10 years through 14 years	136 hours per year	272
after 15 years	176 hours per year	352

- (3) Annual leave shall be accumulated on a pro-rated monthly basis and can be taken as accrued subject to Department Director discretion. Monthly accumulations shall be made after the last day of the last full pay period in the month and before the last day of the subsequent pay period. Vacation usage shall be recorded at the end of the pay period during which it was used.
- (4) Annual leave shall not be approved for any employee who has not earned the requested number of days.
- (5) Employees, or their designated beneficiary, shall receive full payment for all accrued leave at the employee's current pay rate upon separation from the City.
- (6) In the event an employee is denied annual leave that would result in the forfeiture of future accrued annual leave hours because the employee's leave bank, at the time of the request, is at or near the maximum accrual, the employee will be temporarily allowed to accrue over the maximum. In such cases, the employee must use whatever hours are over the maximum within 60 days or those hours are forfeited.

Section 4 - Holiday Leave

The following 12 days shall be the days observed by all City employees as holidays and the one (1) personal leave day shall be taken at the employee's discretion with permission of the Department Director (once during each calendar year):

New Year's Day	Veteran's Day
Martin Luther King's Birthday	Thanksgiving
Presidents' Day	Day Following Thanksgiving

Memorial Day	Christmas
Juneteenth	Day Preceding or Following
Independence Day	Christmas as Designated by City Manager
Labor Day	Personal Day

- (a) Holidays falling on a Saturday shall be observed the preceding Friday. Holidays falling on a Sunday shall be observed the following Monday.
- (b) The Department Director may authorize one (1) day's loss of pay for any employee absent immediately prior to or after a holiday, where there is evidence of sick leave abuse.
- (c) If it becomes necessary for an employee to work on a holiday, the employee shall be given compensation in the form of one (1) extra day's pay or a rescheduled paid holiday at the discretion of the Department Director.

Section 5 - Workers' Compensation Leave

An employee who, through no negligence on his/her part, sustains an injury or incurs an illness which arises out of and in the course of employment by the City of Deerfield Beach and under the Workers' Compensation laws of the State of Florida and requires absence from work shall be eligible for Workers' Compensation Leave and compensation in accordance with *Florida Statutes* Chapter 440. Sick Leave accumulations shall be used in cases of negligence. All employees must report an on-duty injury/illness, as well as their location, to their supervisor. An Employee Incident Report shall be submitted by the employee no later than 24 hours from the when the injury/incident occurred.

An employee who is granted Workers' Compensation Leave shall receive compensation at the current statutory rate at the time of injury/illness. As per the statute, the first seven (7) consecutive calendar days of being in a non-work status due to the injury or illness are not compensated; however, an employee may use his/her sick leave, or annual leave if sick leave has been depleted, during this seven (7) day period. After 21 consecutive days of being in a non-work status, the first seven (7) days will be compensated as workers' compensation pay and the employee's leave reimbursed accordingly.

City's Director of Human Resources and Risk Management may approve or disapprove an employee's request for Worker's Compensation Leave payment after determining whether the injury or illness is compensable under *Florida Statutes* Chapter 440 and to insure no negligence or violation of safety rules and regulations contributed to the injury or illness. If a claim is denied, a copy of form DWC-12, Notice of Denial, will be filed with the Division of Workers' Compensation as required by *Florida Statutes* Chapter 440.20 and a copy sent to the Department Director, the employee, and the local IUPAT representative. In cases of negligence, an employee's workers' compensation benefit shall be reduced by 25% as stipulated in *Florida Statutes* Chapter 440.09(5) which states "if injury is caused by the knowing refusal of the employee to use a safety appliance or observe a safety rule required by statute or lawfully adopted by the division, and brought prior to the accident to the employee's knowledge, or if injury is caused by the knowing refusal of the employee to use a safety appliance provided by the employer, the

compensation as provided in this chapter shall be reduced by 25%.” An employee may supplement this reduction with accumulated sick leave and annual leave to equal the employee’s regular, straight time salary. After sick leave and vacation leave have expired, the employee shall receive only State mandated workers’ compensation payments.

In addition to the statutory compensation rate at the time of the injury or illness, the City will contribute a supplement that will continue salary to equal 100% of the employee’s regular net earnings at the time of injury for a period of six (6) months or until the employee reaches maximum medical improvement (MMI) as determined by the authorized medical physician, whichever occurs first. The City Manager may, at his discretion, authorize up to an additional three (3) months of salary continuation for a total period not to exceed nine (9) months. The statutory workers’ compensation benefits will continue for a maximum of 104 weeks from the date of injury or until MMI is reached.

During this period, employees who have been injured on the job and unable to perform his/her regular job duties may be assigned light duties that are within the restrictions stipulated by the attending physician. Every reasonable accommodation will be made to modify an injured employee’s current job duties. However, the nature of certain positions and the needs of the City may not always accommodate this. This light duty temporary work assignment may or may not be in the ~~inured~~-injured employee’s regular assigned department. Human Resources shall monitor the employee’s status in conjunction with the City’s Managed Care State Board certified assigned case manager, the City Manager, the Department Director, and the Director of Human Resources and Risk Management. Upon reaching MMI or at the end of six (6) months (nine [9] months with City Manager approval), whichever occurs first, should the employee be unable to return to his/her position at full duty, and no other position is available within the City, the employee shall be placed on pension (if eligible) or be terminated (or resign at the employee’s discretion).

The duties and limitations of the disabled employee in order to receive Occupational Disability Leave payments are as follows:

- 1) the employee notifies his/her supervisor immediately upon the onset of symptoms of an injury or illness;
- 2) the employee fully cooperates with the medical advice or corrective therapy of the medical representative as referred to in this Section;
- 3) the employee shall comply with the light-duty policy as described in this Section;
- 4) report to an authorized medical representative of the City periodically as the City may require; and
- 5) the employee shall actively seek pension benefits and other benefits, if eligible, upon reaching MMI or at the end of six (6) months or nine (9) months with City Manager approval.
- 6) the employee fully cooperates with the Third-Party Administrator (TPA) and the claim adjuster assigned by the TPA.

Section 6 - Funeral Leave

The City shall grant funeral leave with pay not to exceed 40 hours per incident, with a maximum of two (2) incidents per calendar year to any full-time employee who has rendered

satisfactory service with the City. Part-time employees will be granted funeral leave without pay for the same duration and number of incidents. This leave shall be granted upon request in the event of a death in the employee's immediate family.

The employee's immediate family shall be defined as the employee's spouse, son, daughter, father, mother, foster parent, step parent, grandparents, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandchild or any relative living in the same household.

The employee shall be required to provide the Department Director with proof of death in family as defined before compensation is approved. Funeral leave shall not be charged to annual leave or sick leave. Extensions of the above-stipulated time may be granted by the Department Director. The employee's personal leave (vacation or sick) must be used for an approved extension.

Section 7 - Military Leave

In accordance with state law, any employee who presents official orders requiring attendance for a period of training who is a commissioned reserve officer or reserve enlisted personnel in the United States military or naval service or a member of the National Guard is entitled to military leave of absence with pay for a period not to exceed 240 hours annually. Further, any employee who is a servicemember in the National Guard or a reserve component of the Armed Forces of the United States shall be granted leave of absence to perform active military service, the first 30 days of any such leave of absence to be with full pay. Extended periods of military leave shall be governed by state and/or federal law.

Section 8 - Civil Leave

An employee shall be given reasonable time off without loss of pay when subpoenaed or summoned for jury duty or to appear before a public body or commission in connection with the employee's job duties and for the purpose of voting in local, state and national elections.

If excused and/or released from such service, the employee shall report for his regular employment, provided, however, that at least three (3) hours remain during the regular workday. The employee shall be required to provide proof of such civil leave before compensation is approved by the Department Director. Leave for court attendance when the employee is engaged in personal litigation shall be charged to annual leave.

Section 9 - Leaves of Absence Without Pay

(a) Family & Medical Leave Act (FMLA)

In compliance with the Family and Medical Leave Act of 1993, eligible employees are entitled to up to 12 work weeks of unpaid leave for certain family and medical reasons in a rolling 12-month period measured backward from the date an employee uses any leave under this section. Eligible employees are those who have been employed by the City for one year and have worked for at least 1,250 hours immediately preceding the commencement of the leave requested. A third party administrator (TPA) performs many

of the City's administrative duties associated with FMLA. Therefore, employees are required to cooperate with, and abide by the directives made by, the TPA.

FMLA leave may be taken for any one or a combination of the following:

- 1) to care for the employee's child after birth;
- 2) the placement of a child with the employee for adoption or foster care;
- 3) to care for the employee's spouse, son, daughter or parent who has a serious health condition;
- 4) for the employee's own serious health condition which makes the employee unable to perform one or more the essential functions of the employee's job;
- 5) for qualified exigencies for an employee's spouse, son, daughter or patient who is a member of the Armed Forces on active duty or who is called to active duty in support of a contingency operation, as that term is defined by statute.

The City uses a variable twelve (12) month period measured forward from the date leave begins. Leave may be taken for birth or placement of a child only within 12 months of that birth or placement. An eligible husband and wife who are both employed by the City who wish to take leave for the birth of a son or daughter, for the placement of a child with them for adoption or foster care or to care for a parent with a serious health condition are limited to a combined total of 12 workweeks during any 12 month period. If the leave is requested because of a serious health condition of the employee's son or daughter, of the employee him/herself, or of the employee's spouse, each spouse is entitled to 12 work weeks of leave.

In addition to the basic FMLA leave entitlement discussed above, an eligible employee who is the spouse, son, daughter, parent or next of kin of a covered servicemember (a current member of the Armed Forces who is undergoing medical treatment, recuperation or therapy or is in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness), is entitled to take up to 26 workweeks of unpaid leave during a single 12 month period to care for the servicemember with the serious injury or illness.

An eligible husband and wife who both work for the City will be limited to a combined total of 26 workweeks for the above-referenced military caregiver leave during any 12 month period.

The City requires that the employee use his/her accrued paid leave time during FMLA leave. After all paid leave is exhausted, the City will provide enough unpaid leave to total 12 weeks. This leave is not automatic. It must be applied for on the form provided by the Human Resources Department. A request for leave due to a serious health condition of the employee or the employee's spouse, son, daughter or parent must be supported by a medical certification on the form provided by the Human Resources Department or TPA, which form must be completed by the health care provider of the employee's spouse, son, daughter or parent within 15 calendar days of the request. FMLA leave may be delayed or denied until the required certification is provided.

FMLA leave may be taken intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee or covered family member or

the serious injury or illness of a covered servicemember. Leave in connection with birth, adoption or foster placement of a son or daughter may not be taken intermittently unless the Department Director and the Director of Human Resources and Risk Management agree to such an arrangement. However, the employee may be required to transfer temporarily to an alternate position with equivalent pay and benefits that better accommodates periods of recurring leave than the employee's regular position. The City's agreement is not required for intermittent leave during which the mother has a serious health condition in connection with the birth of the child, or if the newborn child has a serious health condition.

During FMLA leave, the City will maintain the employee's health insurance under the same terms that the coverage would have been provided had the employee not taken the leave. If an employee's contribution is more than 30 days late, the City may terminate the employee's insurance coverage. Prior to such termination, the City will provide written notice to the employee that the payment was not received and that coverage will terminate on a specified date (at least 15 days after the date of the written notice unless payment is received by that date). The City shall not, however, continue to pay life insurance or other non-health benefit premiums during the unpaid leave.

As with other unpaid leave, the employee will not continue to accrue sick leave, vacation or any other benefit.

If an employee voluntarily fails to return from leave, the City shall recover from the employee the cost of health insurance premiums paid by the City for the employee during the leave.

Upon return to work from Family & Medical Leave, the employee may return to his previous position or may, at the City's option, be placed in a position equivalent in pay, benefits and other terms and conditions of employment. The employee's restoration rights are the same as they would have been had the employee not been on leave. Thus, if the employee's position would have been eliminated or the employee would have been terminated but for the leave, the employee shall not have the right to be reinstated upon return from leave.

An employee who fails to return to work within one (1) day after the expiration of his/her approved FMLA leave will be treated as a voluntary resignation, absent a request and authorization for an extension of leave or an accommodation under the Americans With Disabilities Act (ADA).

If the City has reason to doubt a certification, it may require (at its own expense) that the employee obtain a second opinion from another health care provider who is not employed by the City. In the event of a conflict between the two opinions, the City may require (at its own expense) a third, which shall be binding upon the City and the employee. The third doctor shall be jointly selected by the City and the employee.

The employee is required to provide the City with at least 30 days' notice of his/her intention to take FMLA leave when the leave is foreseeable. If this is medically not practicable, the employee must provide as much notice as is practicable to his/her Department Director (or designee) and the TPA. The employee must also advise their supervisor and the TPA as soon as practicable (e.g., on the same day or next business day) if the dates of a scheduled leave change or were initially unknown.

Prior to returning to work, employees who took FMLA leave due to their own serious health condition may be asked to provide medical authorization for return to work. The Department Director may require employees on leave to report their medical status and anticipated date of return at specified intervals.

The City's FMLA Policy, as detailed in its Employee Personnel Rules and Regulations, are incorporated herein by reference.

(b) Special Leave

The Department Director may authorize leave without pay to a regular full-time employee up to 30 days for reasons which do not affect the City operations. The City Manager may authorize special leave without pay beyond this time, but not exceeding three (3) months for any reason deemed to be in the best interest of the City, except a non-service injury or illness may be extended to one (1) year after accumulated sick leave and annual leave have expired if it does not create a hardship on the departmental work load.

No seniority or other benefits shall be lost because of leave of absences up to 30 days. For leaves of absence over 30 days, an employee cannot accumulate any benefits during that time, except in unusual cases as determined by the City Manager. An employee shall return from an extended special leave (over 30 days) to the same salary and grade previously held, although the anniversary date shall be adjusted accordingly.

(c) Unauthorized Absence from Duty

An absence of an employee from duty, including any absence for a single day, that is not authorized by a specific grant of leave of absence under the provisions of these rules, shall be deemed to be an absence without leave. Any such absence shall be without pay and may subject the employee to disciplinary action, including suspension, demotion or dismissal in appropriate cases.

The absence of any employee from duty for three successive work days or longer without notice to his Department Director or Supervisor of the reason for such absence and his intention to return, shall be considered in effect a voluntary resignation without notice.

Failure of an employee to report for work at the expiration of a leave of absence or vacation, or upon the physician's return to work release for full or light duty in cases of work related injuries without legal justification shall constitute just cause for dismissal as it shall be considered in effect a voluntary resignation without notice.

Article 25 - Longevity Allowances

Section 1 - Longevity Schedule pre 7/15/10

The following longevity allowances shall be awarded to regular, full-time employees hired prior to July 15, 2010 who were eligible for a longevity allowance as of that date. Longevity allowances shall be awarded in the following manner as long as the stipulations stated above have been complied with:

After completion of 5 years' continuous service - 2% of annual salary.
After completion of 10 years' continuous service - 4% of annual salary.
After completion of 15 years' continuous service - 6% of annual salary.
After completion of 20 years' continuous service - 8% of annual salary.
After completion of 25 years' continuous service - 10% of annual salary
(minimum of \$1,000).

These longevity allowances shall be paid to the employee by adding same to the regular paycheck of the employee.

Section 2 - Longevity Freeze

Longevity allowances provided for in Section 1 above shall be frozen effective with the first day of the first full pay period beginning after July 15, 2010, which date shall be known as the "freeze date." Regular, full-time employees not receiving a longevity allowance pursuant to Section 1 above as of the "freeze date" shall not receive a longevity allowance pursuant to Section 1 above, but only pursuant to Section 3 *below*. Employees receiving a longevity allowance pursuant to Section 1 above as of the "freeze date" shall continue to receive the same longevity allowance until such time as the longevity allowance to which the employee would be entitled under Section 3 below exceeds the employee's longevity allowance under Section 1 above. Effective with the first full pay period beginning on or after the date on which the employee's entitlement to longevity benefits under Section 3 below exceeds the employee's longevity allowance under Section 1 above, the employee shall begin to receive the longevity allowance provided for in Section 3 *below*.

Section 3 - Longevity Schedule post 7/15/10

The City longevity plan for all regular, full-time employees hired on or after July 15, 2010, shall be as follows:

After completion of 10 years of service - \$1,200 annually.
After completion of 15 years of service - \$1,800 annually.
After completion of 20 years of service - \$2,400 annually.
After completion of 25 years of service - \$3,000 annually.

These longevity allowances shall be paid by the City by adding same to the regular weekly or biweekly pay of the employee.

Article 26 - Wages

Section 1 - Cost of Living Adjustments

Effective October 1, 2021, all bargaining unit employees shall receive a 4% cost of living adjustment to their respective base hourly rates. This pay increase will increase the minimum and maximum of each pay classification.

Effective October 1, 2022, all bargaining unit employees shall receive a cost of living adjustment ("COLA") to their respective base hourly rates in an amount equal to the Consumer Price Index for Miami-Fort Lauderdale-West Palm Beach (CPI-U), with a maximum percentage not to exceed 3%. This pay increase will increase the minimum

and maximum of each pay classification. In the event the CPI-U exceeds 3% as of April 1, 2022, IUPAT reserves the right to reopen the agreement for the limited purpose of discussing the amount of the COLA. Any request for reopening the agreement for this purpose must be made within 30 days of the CPI-U reporting for April 2022 and the related negotiations must conclude no later than August 1, 2022. The parties shall meet on a regular basis during the reopening period.

Effective October 1, 2023, all bargaining unit employees shall receive a cost of living adjustment ("COLA") to their respective base hourly rates in an amount equal to the Consumer Price Index for Miami-Fort Lauderdale-West Palm Beach (CPI-U), with a maximum percentage not to exceed 3%. This pay increase will increase the minimum and maximum of each pay classification. In the event the CPI-U exceeds 3% as of April 1, 2022, IUPAT reserves the right to reopen the agreement for the limited purpose of discussing the amount of the COLA. Any request for reopening the agreement for this purpose must be made within 30 days of the CPI-U reporting for April 2023 and the related negotiations must conclude no later than August 1, 2023. The parties shall meet on a regular basis during the reopening period.

Section 2 - Merit Pay

Effective each October 1 through the duration of this agreement, full-time bargaining unit employees shall be eligible for Merit Pay of up to 3% based on performance, but not to exceed the maximum of their pay classification. The amount of merit-based pay will be based on the employee performance evaluation form in Appendix G, except that all bargaining unit employees shall receive a minimum of 1% for the first year of the Agreement..

Section 3 Probationary Adjustment

Probationary full-time bargaining unit employees who successfully complete the initial orientation period, as set forth in Article 20, Section 2 herein, shall be eligible for an adjustment of 5% based on performance.

Section 4 - Anniversary Date for Pay Adjustments

Demotions and reclassifications shall not alter the employee's pay adjustment anniversary date.

Section 5 - Shift Differential

Full-time employees in the following classifications - Water Operator Trainee, Water Operator, Equipment Operator (when operating a street sweeper), Parking Meter Technician, Pier Attendant, and Maintenance Worker (only in City's Parks and Recreation Department) - shall be entitled to Shift Differential as follows:

- (a) Full-time employees who are required to work on a shift where the majority of their regularly scheduled hours are worked after 4:00 p.m. and before 12:00 a.m. shall be paid a shift differential of seventy-five cents (\$0.75) per hour for those hours actually

worked after 4:00 p.m. and before 12:00 a.m.

- (b) Full-time employees who are required to work on a shift where the majority of their regularly-scheduled hours are worked after 12:00 a.m. and before 8:00 a.m. shall be paid a shift differential of one dollar and twenty-five cents (\$1.25) per hour for those hours actually worked after 12:00 a.m. and before 8:00 a.m.
- (c) Maintenance Worker's and Fleet Management personnel on a split shift (i.e., four (4) hours in the morning and four (4) hours in the afternoon/evening) do not work "the majority" of their regularly scheduled hours after 4:00 p.m. and before 12:00 a.m. Notwithstanding anything to the contrary in this Section 6, Maintenance Worker Is on a split shift shall be paid the Shift Differential of seventy-five cents (\$0.75) per hour for any regularly scheduled hours they work after 4:00 p.m. and before 12:00 a.m.

Section 6 - Part-Time Employee Leave Benefit

All regular part-time employees with at least one (1) year of continuous service shall receive up to 44 hours per year leave prorated based on the number of hours worked to be used at the reasonable discretion of the Department Director. All such leave shall be used within one (1) year and no carryover shall be permitted.

Section 7 - Allowance of Safety Day

- (a) IUPAT and the City hereby agree to continue the practice of affording a "Safety Day" (consisting of eight (8) hours of paid leave to be used in increments of no less than four (4) hours) when those City employees listed on Appendix E of this Agreement do not have a Workers Compensation claim or at-fault accident in the preceding twelve (12) months. Any Safety Day that is afforded shall be used within the twelve (12) month period following the date on which the Safety Day is credited to an employee. No carryover of Safety Days shall be permitted.
- (b) Employees hired on or after September 21, 2016 shall not be entitled to the benefit of a "Safety Day."

Section 8 - Driver Safety Incentive Pay Program

- (a) Full-time employees in the classification of Driver Collector and Container Serviceworker are eligible for drive incentive pay. Eligible employees shall earn \$50 per month, up to \$600 annually, for each month that they achieve the following: (1) they have not had a chargeable accident and have not caused any property damage; (2) they maintain the cleanliness of assigned equipment; (3) they properly use personal protective equipment and tools; (4) are not subject to discipline; and (5) attend 100% of the applicable safety meetings. Note, however, that pre-approved vacations and sick leave which is backed up by a doctor's note demonstrating an employee's illness will excuse an employee from safety meetings.
- (b) Employees on light duty or on a paid or unpaid leave of absence for a period exceeding five business days will not qualify for incentive pay for any such month.
- (c) Incentive pay will be distributed at the end of the fiscal year.

Section 9 - Task Force Pay

- (a) Task Force Pay is defined as eight or ten hours of straight time pay in addition to holiday pay when an employee works the holiday.
 - 1. An eight hour a day employee who works the holiday shall be paid eight hours holiday pay and eight hours of task force pay.
 - 2. A ten hour a day employee who works the holiday shall be paid ten hours of holiday pay and ten hours of task force pay.
- (b) To receive Task Force Pay, an employee must work half of their normal work day (four hours or five hours depending upon assigned schedule).
- (c) Employee must work the scheduled day before and the scheduled day after the holiday to receive Task Force Pay. Note, however, that pre-approved vacations and sick leave which is backed up by a doctor's note demonstrating an employee's illness will excuse an employee's absence from serving as a disqualifier.

Section 10: Emergency Pay

- (a) This policy will go into effect whenever an emergency is declared by the Mayor or City Manager (or their respective designees) when the Emergency Operations Center is in Full Activation. Emergency Pay will be granted whenever an unforeseen or unanticipated event requiring prompt action is officially declared an emergency by the Mayor or City Manager (or their respective designees), when City Hall is closed.
- (b) Leave and Computation of Pay - Employees that work during a declared emergency must properly log all work hours on the form provided by the City. i.e. ICS214.
 - 1) *Full time (non-exempt) employees*
 - a) During a declared emergency, non-exempt regular full-time employees will be paid for their regular work shift, even if they did not work. If employees are released early from their shift, employees will receive pay for the time worked and the balance of the scheduled workday paid by Emergency Pay.
 - b) Employees who work during the declared emergency on a scheduled workday will be paid overtime for the hours worked. In addition, such employees shall be credited with one (1) hour of Emergency Pay for each hour worked within their regularly scheduled workday.
 - c) Employees who work during the declared emergency when it is not their scheduled workday will be paid overtime for the hours worked.
 - d) Scheduled hours paid but not worked during the declared emergency will be included in the computation of overtime.

- e) Employees who are voluntarily confined for safety or non-job-related reasons on City premises and are not performing any assigned duties will not be paid for the time spent on the premises.

2) Part time (non-exempt) employees

- a) Employees who work during the declared emergency on a scheduled workday will be paid their regular hourly wages for time worked.
- b) Employees who work during the declared emergency when it is not their scheduled workday will be paid their regular hourly wages for the hours worked.
- c) Employees who are voluntarily confined for safety or non-job-related reasons on City grounds and are not performing any assigned duties will not be paid for the time spent on the premises.
- d) Part-time employees are generally not considered Emergency Support personnel unless such personnel perform a unique function not capable of being performed by a full-time employee.

During a declared emergency, non-exempt part-time employees will be paid for their regular scheduled work shift even if they did not work. If employees are released early from their shift, employees will receive pay for the time worked and the balance of the scheduled workday paid by Emergency Pay.

(c) Employees scheduled for pre-approved leave (i.e., annual leave, personal day, approved FMLA, and pre-approved sick leave) will not have their leave bank charged for these approved absences during the declared emergency. Emergency Support employees who call in sick during the declared emergency will be subject to appropriate action as outlined below.

(d) Employees are expected to report to work when assigned to do so by their supervisor. If an employee does not report as expected and has not attempted to contact his/her supervisor with a valid reason for not reporting, he/she will be subject to disciplinary action.

Article 27 - General Provisions

Section 1 - Comparable Cities

IUPAT and the City agree that when making comparisons between City and other employers with respect to wages, benefits or other terms and conditions of employment, both IUPAT and the City will use only the following municipal employers:

Boynton Beach
Delray Beach
Boca Raton

Pompano Beach
Margate
Sunrise

Article 28 - Entire Agreement

Section 1 - Entire Agreement

The Parties acknowledge that during negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the Parties are set forth in this Agreement.

Section 2 - Waiver of Bargaining

The Parties, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Article 29 - Savings Clause

Section 1 - Savings Clause

If any Article or Section of this Agreement should be found unlawful, invalidated or unenforceable by a court of competent jurisdiction or by State Statute or by Federal Statute, all other Articles and Sections of this Agreement shall remain in full force and effect for the duration of this Agreement.

Section 2 - Replacement Provision

In the event of such finding, the Parties, upon the written request of IUPAT, will meet within 30 calendar days to collectively bargain under *Florida Statutes* Chapter 447 to fashion a replacement provision.

Article 30 - Workplace Violence Prevention

Employees while on duty are at all times individually responsible for conducting themselves in a professional and ethical manner. They are expected to treat co-workers and members of the public with respect and dignity. The intent of this policy is to make a clear statement that workplace violence, unprofessional and abusive behavior will not be tolerated in the workplace. With respect to the seriousness of this problem, the City has adopted a "zero tolerance" for incidents of workplace violence.

Purpose

To clearly set forth the City's position as it relates to violence or the threat of violence

in the workplace. The purpose of this policy, coupled with training requirements, is: to increase employee awareness of the problems associated with incidents of workplace violence; to communicate the seriousness of acts of violence in the workplace; to minimize threats from both internal and external customers; to provide employees with a workplace that is relatively free from recognized hazards that are likely to cause death or serious physical/psychological harm; and, to establish systems for a proactive approach regarding workplace violence that could occur within the City.

Definitions

Workplace violence includes, but is not limited to physical attacks, threatening behavior, harassment, or property damage. Listed below are some examples of workplace violence, their definitions, and the City's position:

- 1) Physical Attacks – unwanted or hostile physical contact with another person, (i.e. beatings, stabbing, suicides, near suicides, shootings, rapes, etc.).
- 2) Threatening Behavior – the expression of an intent to cause physical or mental harm or psychological trauma, (i.e. verbal abuse, obscene phone calls, etc.).
- 3) Harassment – involves acts or language (written or oral) by a party designed to damage or harm a second party, often involving verbal abuse.
- 4) Property Damage – damage to property which includes property owned by the City.
- 5) Deadly Weapons – includes all firearms, such as handguns, rifles, shotguns, explosive devices. Other objects or tools such as knives and other cutting utensils, bows and arrows, bats, brass knuckles, mace, pepper spray, tear gas, or tools such as axes, screwdrivers, hammers, may be considered deadly weapons when used in a violent, threatening, aggressive or offensive manner.
- 6) Zero Tolerance – All reported incidents shall be investigated, and action taken upon the results of the investigation. Employees at all levels are cautioned that appropriate action may include immediate termination after a first offense if just cause can be established.

Management Commitment

Violence in the workplace shall not be tolerated, and every effort shall be made to prevent violent incidents from occurring. This shall be accomplished by implementing a Workplace Violence Prevention Program/Policy that provides training and holds managers, supervisors, and employees accountable for their actions. All employees, and especially Department Directors, managers, supervisors, law enforcement personnel, and employee organization representatives are obligated to act individually and collectively to prevent, defuse, or mitigate actual or threatened violent behavior at work. The City is committed to full cooperation with law enforcement agencies to support criminal prosecution of any employee within or outside this organization who commits violent or threatening acts against the City. A copy of the City's policy on Workplace Violence Prevention will be distributed to all employees at mandatory training seminars and, in the case of newly-hired employees, they will be given specific instructions during orientation.

Responsibilities

The Director of Human Resources and Risk Management is designated as the City's Critical Incident Coordinator. The Coordinator is responsible for the coordination of the

response to acts or threats of violence under this policy. The Coordinator may assemble Department Directors, managers, supervisors and other employees as deemed appropriate to constitute a Critical Incident Response Team. The Team may include a representative from the Human Resources Department, law enforcement agencies, Department Directors and others as selected by the Coordinator. The Coordinator is expected to assemble the Team, take action to manage the incident, and implement the City's Workplace Violence Prevention Policy. The Coordinator shall arrange the appropriate meetings, provide communication resources, reporting, record-keeping and training. As such, with all the above in place, the Team is enabled to assume its role in the response to violent incidents in the workplace efficiently and effectively.

Responsibilities of Critical Incident Coordinator

Receive reports of workplace violence incidents from Department Directors, managers, supervisors and employees. Immediately provide a briefing on the incident report to the City Manager. Make sure that records are maintained of the reported incident(s) of workplace violence.

Make certain, insofar as possible, that employees do not experience retaliation for reporting incidents of workplace violence.

Advise employees who seek assistance regarding violent behavior and make appropriate referrals. Directly refer an employee who does not seek assistance also. For example, employees may be referred to the Employee Assistance Program (EAP) or a medical professional.

Perform investigations and provide written recommendations to the City Manager, City Attorney, Department Directors, outside attorney(s), and other Management representatives.

Protect the confidentiality of workplace violence incidents as best as possible.

Responsibilities of Department Directors, Managers, and Supervisors

Have a professional responsibility to be held to a higher standard in setting positive examples to maintain a workplace free from violence or the threat of violence by their own behavior and demeanor at work.

Report workplace violence incidents immediately to one of the following: Department Director, Deputy or Assistant Department Head/Director, manager, supervisor or any Management representative as is deemed appropriate.

Document workplace violence incidents and report them to the appropriate staff.

Make certain, insofar as possible, that employees do not experience retaliation for reporting incidents of workplace violence.

Comply with all City and City Department procedures/guidelines relative to workplace violence prevention.

Training

The Human Resources Department shall seek to provide training that will bring awareness and convey the ramifications of workplace violence acts, and communicate clearly the City's position on workplace violence prevention.

Assist with the developing, implementing, and delivering workplace violence prevention training for all City employees. Training on workplace violence will focus on avoiding and preventing workplace violence related incidents. The training shall be of sufficient length to address key areas as listed below.

- 1) City and City Department policies and procedures regarding workplace violence
- 2) Risk factors that cause or contribute to assaults
- 3) Abusive language, behavior, body language
- 4) Recognition of escalating behavior
- 5) Recognition of warning signs/situations that may lead to assaults
- 6) Multicultural diversity/sensitivity
- 7) Dealing with hostile people
- 8) Crisis Intervention techniques
- 9) Coordination of appropriate assistance with affected parties, such as victims, employees, or law enforcement personnel
- 10) Assessment of an employee's fitness for duty through medical professionals

Incident Reporting

Any employee who becomes aware of an incident of violent behavior, whether the incident is committed by another employee or an external individual such as a customer, vendor or citizen must report it to the Department Director or appropriate Management representative.

In the cases of critical incidents in which serious threats or injury occurs with internal or external customers, call 911 immediately to obtain emergency responders such as Police and Fire Rescue personnel.

Protection from Retaliation

Employees who are aware of a workplace violence incident, threat of violence, or an incident that is about to take place, have an obligation to report that information to a supervisor, manager, or Department Director.

Any employee who acts in good faith in reporting threats or acts of violence under this policy will not be subjected to harassment or retaliation as a result of such a report. Any retaliation or harassment must be reported immediately to the Department Director and/or to the Director of Human Resources and Risk Management. An investigation will be conducted and completed in a prompt manner. Immediate action will be taken.

Ban on Deadly Weapons

Possession, use, or threat to use a deadly weapon, including but not limited to all firearms and explosive devices, by a City employee is forbidden at any City job site, on City owned,

leased or rented property, the beach, in City vehicles, or in private vehicles parked on City property. An exception is made when possession or use of such a weapon is necessary and is a City requirement of the job, such as with law enforcement officers. City employees who carry a concealed firearm, or other weapon, for a lawful purpose within the interior of their private vehicle, must have the weapon securely encased or otherwise not readily accessible for immediate use. Employees have a responsibility to notify their immediate supervisor about their weapon.

The City can request the cooperation of an employee to conduct a search of personal property such as packages, briefcases, purses and similar containers as well as private vehicles parked on City property if there are reasonable grounds and a credible witness(es) who believe that an employee may be in violation of this policy. Employees who are unwilling to have personal property searched must immediately remove said property from City premises if ordered to do so. Refusal to comply with an order to remove personal property from City premises may result in disciplinary action.

City supervisory and managerial staff have a right to enter or search City property with or without prior notice. City property includes desks, lockers (even with privately owned locks), office equipment such as copiers, fax machines, computers, telephones, and E-mail. As a consequence, any area is subject to monitoring and/or search. Any misuse of City property in connection with an act or threat of violence may be used in support of disciplinary action or criminal prosecution even following a first offense.

Restraining Orders and Injunctions

Cases of City employees involved in personal disputes with internal or external individuals at times can escalate to the point where the issuance of injunctions, restraining orders, and other Court Orders are sought.

In order to maintain the safest possible work environment, employees should include their work locations upon the issuance of any restricting Court Order. Employees are encouraged to inform the Director of Human Resources and Risk Management as well as their supervisors immediately in these cases and provide a copy of the Order to the Human Resources Department. Even in the case where an employee has not yet secured a Court Order, but has reason to fear for his/her personal safety, reporting of these concerns to the supervisor, manager, Department Director, or the Director of Human Resources and Risk Management is of great importance.

Any employee who is subject to a Court Order in matters involving domestic violence, stalking or harassment, among other types of protective orders, including, but not limited to, Temporary Restraining Orders, may be placed on administrative leave, transferred or separated from service.

Coping with Workplace Violence Incidents / Additional Guidelines

The best method to cope with workplace violence is to avoid situations where violence is likely to occur. That is, with the expectation that all employees will conduct themselves in a professional, courteous and respectful manner at all times.

Department Heads/Directors, managers, and supervisors faced with a potentially violent

situation should not allow a verbal altercation to escalate into a more serious situation.

When confronted with a violent situation between two (2) employees, an attempt should be made to separate the two people unless the manager or supervisor feels that other individuals would be endangered by such action.

If a violent or volatile situation occurs, call "9-1-1" immediately and thereafter, contact the Critical Incident Coordinator and the Department Director involved.

Once the immediate situation is controlled, the Critical Incident Coordinator, in cooperation with the Department Director, law enforcement, and others as needed, will conduct an investigation into the incident. The investigation shall include interviews with all parties involved and any witnesses, as well as obtaining written statements. Employees who are involved in such an investigation are required to cooperate.

The Department Director or his/her designee may order that the parties leave the work site immediately, with or without paid leave, depending on the circumstances and pending completion of the investigation. The Department Director shall contact the Critical Incident Coordinator for guidance on the appropriate method for such immediate action.

Employees involved in a workplace violence situation are entitled to be represented by IUPAT or counsel during the interviews or meetings. The Critical Incident Coordinator will also provide Department Directors with advice in cases where this policy has been violated and the employee is subject to possible disciplinary action.

Should an employee become the victim of an incident of workplace violence, the Critical Incident Coordinator or other authorized City Management representatives may offer the services of the Employee Assistance Plan (EAP) or other medical professionals to assist in coping with any effects of the incident.

In cases where employees violate this policy and it is determined in the investigation that the employee did in fact, commit a violent act, he/she may be formally referred to the EAP or a medical professional by the Critical Incident Coordinator (Director of Human Resources and Risk Management) or other authorized City Management representatives. The purpose of the EAP or medical professional referral is to determine the employee's psychological fitness for duty to perform his/her City job responsibilities. A return to work evaluation and release will be required through a medical professional. Unless mitigating circumstances exist, failure by the employee to keep any appointment with the EAP or the medical professional could result in disciplinary action up to and including termination.

Post Incident Response

Post incident response involves taking care of injured and/or affected employees and providing treatment for victims and employees who may be traumatized by involvement or by witnessing a violent incident. Department Directors, managers, and supervisors are responsible for ensuring that the injured employees receive prompt medical attention if needed. Counseling shall be made available to victimized employees through the EAP or medical professionals as is deemed appropriate.

Record Keeping

Record-keeping is of the utmost importance to the success of a workplace violence prevention program or policy. Maintaining good records is essential for evaluation, and is absolutely critical in determining the severity of problem areas, reviewing preventative actions, identifying trends, and helping to measure the success of workplace violence prevention initiatives. The confidentiality of workplace violence incidents will be maintained consistent with Florida Public Records Law.

Disclosure Statement

Employees who plead guilty, or nolo contendere (i.e., “no contest”), or who are convicted of felonies or misdemeanors (involving use of a weapon or physical violence), are required to disclose this information to their Department Directors and the Director of Human Resources and Risk Management within five (5) calendar days of the date of the Court action. This disclosure requirement applies even if the action took place in another State.

The policies established by this ordinance shall not be applicable to bargaining unit members until such time as the City has obtained a consent and waiver from the members’ union(s) to implement the policy as to their members or until the bargainable aspects of the policy have been resolved by bargaining or impact bargaining, if timely demanded by IUPAT.

Article 31 - Pension Benefits

Section 1 - Pension and Retirement Benefits

The City provides pension benefits for full-time permanent employees as set forth in Section 54-136 through 54-228 (defined benefit plan), and 54-331 and 54-332 (ICMA plan). All full-time employees of the City hired after January 1991 shall only be entitled to defined contribution benefits under the ICMA plan. Though the defined benefit plan is closed, employees who have previously timely elected to participate in the pension benefits provided for in the defined benefit plan may continue their participation in that plan.

Article 32 - Duration

Section 1 - Effective Dates of Agreement

This Agreement shall be effective as of October 1, 2021 and shall continue in full force and effect through September 30, 2024.

Signature Page follows as Page XX of XX Pages

IN WITNESS WHEREOF, the Parties hereto have caused the signatures of their representatives to be affixed hereto this _____ day of _____, 2021.

For:

**Local 1010 / District Council
78 International Union of
Painters and Allied Trades
[IUPAT]**

Gerry Showers
Business Representative/Chief Negotiator
IUPAT District Council 78
1010

Vanessa Chiles
Chief Steward
IUPAT Local

For:

The City of Deerfield Beach, Florida [City]

Amanda Robin
Chief Human Resources Officer
City of Deerfield Beach

David Santucci
City Manager
City of Deerfield Beach

The Honorable Bill Ganz
Mayor
City of Deerfield Beach

Reviewed for Legal Sufficiency:

Anthony Soroka
City Attorney
City of Deerfield Beach

Appendix A
Bargaining Unit Classifications and Pay Grades

Class Title	Grade	Hourly Minimum	Hourly Maximum
ADMINISTRATIVE ASSISTANT	N08	\$ 17.1003	\$ 26.5052
BACKFLOW TECHNICIAN	N11	\$ 20.4821	\$ 31.7472
BUS DRIVER PT	N07	\$ 16.1017	\$ 24.9581
BUS DRIVER	N07	\$ 16.1017	\$ 24.9581
BUYER	N13	\$ 23.1005	\$ 35.8060
CASHIER CLERK PT	N07	\$ 16.1017	\$ 24.9581
CERTIFIED NURSING ASSISTANT PT	N09	\$ 18.1603	\$ 28.1486
CERTIFIED NURSING ASSISTANT	N09	\$ 18.1603	\$ 28.1486
CONCESSION ATTENDANT PT	N04	\$ 13.4434	\$ 20.8369
CONSTRUCTION ADMINSTRATIVE SUPPORT SPECIALIST	N12	\$ 21.7520	\$ 33.7156
CONTAINER SERVICE WORKER	N10	\$ 19.2865	\$ 29.8939
CREW LEADER	N12	\$ 21.7520	\$ 33.7156
CROSS CONNECTION CONTROL SPECIALIST	N12	\$ 21.7520	\$ 33.7156
CROSSING GUARD	N05	\$ 14.2768	\$ 22.1286
CUSTOMER SERVICE REPRESENTATIVE	N08	\$ 17.1003	\$ 26.5052
DRIVER COLLECTOR PT	N11	\$ 20.4821	\$ 31.7472
DRIVER COLLECTOR	N11	\$ 20.4821	\$ 31.7472
ENGINEERING RECORDS SPECIALIST	N14	\$ 24.5327	\$ 38.0257
ENGINEERING TECHNICIAN	N14	\$ 24.5327	\$ 38.0257
EQUIPMENT OPERATOR	N09	\$ 18.1603	\$ 28.1486
EQUIPMENT OPERATOR, SENIOR	N11	\$ 20.4821	\$ 31.7472
FACILITIES TECHNICIAN	N11	\$ 20.4821	\$ 31.7472
HVAC TECHNICIAN	N11	\$ 20.4821	\$ 31.7472
INFORMATION & REFERRAL COORDINATOR	N10	\$ 19.2865	\$ 29.8939
INFRASTRUCTURE MAINTENANCE CREW LEADER	N12	\$ 21.7520	\$ 33.7156
INSTRUMENT TECHNICIAN	N14	\$ 24.5327	\$ 38.0257
INVENTORY CONTROL CLERK	N09	\$ 18.1603	\$ 28.1486
INVENTORY COORDINATOR	N13	\$ 23.1005	\$ 35.8060
IRRIGATION SPECIALIST	N10	\$ 19.2865	\$ 29.8939
LANDSCAPE CREW LEADER	N12	\$ 21.7520	\$ 33.7156
LANDSCAPE TECHNICIAN	N12	\$ 21.7520	\$ 33.7156
LEAD FACILITIES TECHNICIAN	N13	\$ 23.1005	\$ 35.8060
LEAD STORMWATER TECHNICIAN	N14	\$ 24.5327	\$ 38.0257
LEAD WATER OPERATOR	N14	\$ 24.5327	\$ 38.0257
LICENSED PRACTICAL NURSE	N11	\$ 20.4821	\$ 31.7472

LIFEGUARD LIEUTENANT	N14	\$ 24.5327	\$ 38.0257
MAINTENANCE LANDSCAPER	N12	\$ 21.7520	\$ 33.7156
MAINTENANCE WORKER	N08	\$ 17.1003	\$ 26.5052
MAINTENANCE WORKER PT	N08	\$ 17.1003	\$ 26.5052
MAINTENANCE WORKER, SENIOR	N10	\$ 19.2865	\$ 29.8939
MECHANIC	N11	\$ 20.4821	\$ 31.7472
MECHANIC, SENIOR	N13	\$ 23.1005	\$ 35.8060
OCEAN LIFEGUARD PT	N10	\$ 19.2865	\$ 29.8939
OCEAN LIFEGUARD	N10	\$ 19.2865	\$ 29.8939
OFFICE AUTOMATION SPECIALIST	N08	\$ 17.1003	\$ 26.5052
OFFICE SPECIALIST	N08	\$ 17.1003	\$ 26.5052
OUTREACH COORDINATOR PT	N05	\$ 14.2768	\$ 22.1286
PARKING METER TECHNICIAN PT	N08	\$ 17.1003	\$ 26.5052
PARKING METER TECHNICIAN	N08	\$ 17.1003	\$ 26.5052
PIER ATTENDANT PT	N05	\$ 14.2768	\$ 22.1286
PLANT MECHANIC	N11	\$ 20.4821	\$ 31.7472
PLANT TECHNICIAN	N09	\$ 18.1603	\$ 28.1486
PLUMBING JOURNEYMAN	N11	\$ 20.4821	\$ 31.7472
PRESCHOOL TEACHER PT	N09	\$ 18.1603	\$ 28.1486
PRESCHOOL TEACHER	N09	\$ 18.1603	\$ 28.1486
PROGRAM LEADER	N10	\$ 19.2865	\$ 29.8939
RECREATION LEADER PT	N04	\$ 13.4434	\$ 20.8369
REGISTERED NURSE PT	N13	\$ 23.1005	\$ 35.8060
SANITATION WORKER	N07	\$ 16.1017	\$ 24.9581
SCADA SYSTEM ANALYST	N15	\$ 26.0538	\$ 40.3835
SENIOR CASHIER CLERK	N08	\$ 17.1003	\$ 26.5052
STORMWATER MAINTENANCE	N08	\$ 17.1003	\$ 26.5052
STORMWATER TECHNICIAN	N10	\$ 19.2865	\$ 29.8939
STORMWATER TECHNICIAN SENIOR	N12	\$ 21.7520	\$ 33.7156
TRANSPORTATION SPECIALIST	N08	\$ 17.1003	\$ 26.5052
TRANSPORTATION SPECIALIST PT	N08	\$ 17.1003	\$ 26.5052
UTILITY ELECTRICIAN	N12	\$ 21.7520	\$ 33.7156
UTILITY ELECTRICIAN, SENIOR	N15	\$ 26.0538	\$ 40.3835
UTILITY LOCATOR TECHNICIAN	N09	\$ 18.1603	\$ 28.1486
VOLUNTEER COORDINATOR PT	N05	\$ 14.2768	\$ 22.1286
WASTEWATER COLLECTION CREW LEADER	N12	\$ 21.7520	\$ 33.7156
WASTEWATER SERVICE WORKER	N10	\$ 19.2865	\$ 29.8939
WASTEWATER TECHNICIAN	N09	\$ 18.1603	\$ 28.1486
WATER DISTRIBUTION CREW LEADER	N12	\$ 21.7520	\$ 33.7156
WATER DISTRIBUTION SERVICE WORKER	N10	\$ 19.2865	\$ 29.8939
WATER LABORATORY TECHNICIAN PT	N11	\$ 20.4821	\$ 31.7472
WATER LABORATORY TECHNICIAN	N11	\$ 20.4821	\$ 31.7472

WATER MECHANIC	N11	\$ 20.4821	\$ 31.7472
WATER OPERATOR TRAINEE	N11	\$ 20.4821	\$ 31.7472
WATER OPERATOR	N12	\$ 21.7520	\$ 33.7156
WATER SAFETY INSTRUCTOR PT	N07	\$ 16.1017	\$ 24.9581

Appendix B
City of Deerfield Beach IUPAT Grievance Form

(Please write legibly, except where Print or Signature is Required)

Grievant/Employee's Full Name:	Department and Division:	Job Classification:
Date of occurrence giving rise to Grievance:		
Article & Section of IUPAT Agreement, or Applicable Employment Law, allegedly violated:		
Explanation of Grievance:		
Remedy being sought:		
Signature of Grievant:		
Name of Steward, if applicable:	Signature of Steward, if applicable:	
Grievant is responsible for documenting/providing the timely receipt of a written grievance at each of the Steps contained in the Grievance Procedure provided in Article 14, Section 4 of the IUPAT Agreement.		

Step 1 Processing - Submission

Name of Immediate Supervisor:	
Date & Time delivered to, & received by, Immediate Supervisor or Designee:	
Signature of Immediate Supervisor (or designee):	
Signature of Grievant:	Signature of Steward if applicable:
The appropriate City representative shall be responsible for documenting/providing the timely delivery of a written answer to both the Grievant and IUPAT at each of the Steps contained in the Grievance Procedure provided in Article 14, Section 4 of the IUPAT Agreement.	

Step 1 Processing - Response

Step 1 Grievance Answer by Immediate Supervisor:	
Date & Time delivered to, & received by, Grievant and IUPAT:	
Signature of Immediate Supervisor:	
Signature of Grievant:	Signature of Steward if applicable:

Step 2 Processing - Submission

Name of Department Head/Director:	
Date & Time submitted to, & received by, Department Head/Director (or designee):	
Signature of Department Head/Director (or designee):	
Signature of Grievant:	Signature of Steward if applicable:

Step 2 Processing - Response

Step 2 Grievance Answer by Department Head/Director:	
Date & Time delivered to, & received by, Grievant and IUPAT:	
Signature of Department Head/Director:	
Signature of Grievant:	Signature of Steward, if applicable:

Step 3 Processing - Submission

Name of City's Chief Human Resources Officer:	
Date & Time submitted to, & received by, City's Chief Human Resources Officer (or designee):	
Signature of City's Chief Human Resources Officer (or designee):	
Signature of Grievant:	Signature of Steward, if applicable:

Step 3 Processing - Response

Step 3 Grievance Answer by City's Chief Human Resources Officer:

Date & Time delivered to, & received by, Grievant and IUPAT:

Signature of City's Chief Human Resources Officer:

Signature of Grievant:

Signature of Steward, if applicable:

Step 4 Processing - Submission

Name of City Manager:

Date & Time submitted to, & received by, City Manager (or designee):

Signature of City Manager:

Signature of Grievant:

Signature of Steward, if applicable:

Step 4 Processing - Response

Step 4 Grievance Answer by City Manager:

Date & Time delivered to, & received by, Grievant and IUPAT:

Signature of City Manager:

Signature of Grievant:

Signature of Steward, if applicable:

Step 5 Processing – Submission

If a grievance is not resolved at Step 4, IUPAT (and only IUPAT) may file a written request for arbitration with the Federal Mediation and Conciliation Service [FMCS] within (10) work days of Grievant's receipt of the City Manager's written answer at Step 4.

Appendix C
Medical Insurance

Effective January 1, 2022 – December 31, 2022 (Table 1)

Plan Name	Tier of Coverage	Cost Share			Employer + Employee Combined Monthly Cost Effective 1/1/22	Employee Per Pay Contributions Effective 1/1/22	Employee Per Pay Contribution Difference
Platinum	Employee Only	85/15			\$1,164.05	\$80.59	\$11.47
	Employee + Spouse	75/25			\$2,444.51	\$282.06	\$40.16
	Employee + Child(ren)	75/25			\$2,211.72	\$255.20	\$36.33
	Employee + Family	75/25			\$3,724.99	\$429.81	\$61.19
Gold	Employee Only	90/10			\$774.29	\$35.74	\$0.00
	Employee + Spouse	80/20			\$1,626.01	\$150.09	\$0.00
	Employee + Child(ren)	80/20			\$1,471.15	\$135.80	\$0.00
	Employee + Family	80/20			\$2,477.74	\$228.71	\$0.00
Silver	Employee Only	95/5			\$611.83	\$14.12	\$0.00
	Employee + Spouse	80/20			\$1,293.57	\$119.40	\$0.00
	Employee + Child(ren)	80/20			\$1,169.62	\$107.96	\$0.00
	Employee + Family	80/20			\$1,975.33	\$182.34	\$0.00

Effective January 1, 2023 – December 31, 2023 (Table 2)

Plan Name	Tier of Coverage	Cost Share percentage City / Employee	Employer + Employee Combined Monthly Cost	Employee Per Pay Contributions	Employee Per Pay Contribution Difference
Platinum	Employee Only	85% / 15%	TBD (provided by November 2022)	TBD (provided by November 2022)	TBD (provided by November 2022)
	Employee + Spouse	75% / 25%	TBD (provided by November 2022)	TBD (provided by November 2022)	TBD (provided by November 2022)
	Employee + Child(ren)	75% / 25%	TBD (provided by November 2022)	TBD (provided by November 2022)	TBD (provided by November 2022)
	Employee + Family	75% / 25%	TBD (provided by November 2022)	TBD (provided by November 2022)	TBD (provided by November 2022)
Gold	Employee Only	90% / 10%	TBD (provided by November 2022)	TBD (provided by November 2022)	TBD (provided by November 2022)
	Employee + Spouse	80% / 20%	TBD (provided by November 2022)	TBD (provided by November 2022)	TBD (provided by November 2022)
	Employee + Child(ren)	80% / 20%	TBD (provided by November 2022)	TBD (provided by November 2022)	TBD (provided by November 2022)
	Employee + Family	80% / 20%	TBD (provided by November 2022)	TBD (provided by November 2022)	TBD (provided by November 2022)
Silver	Employee Only	95% / 5%	TBD (provided by November 2022)	TBD (provided by November 2022)	TBD (provided by November 2022)
	Employee + Spouse	80% / 20%	TBD (provided by November 2022)	TBD (provided by November 2022)	TBD (provided by November 2022)
	Employee + Child(ren)	80% / 20%	TBD (provided by November 2022)	TBD (provided by November 2022)	TBD (provided by November 2022)
	Employee + Family	80% / 20%	TBD (provided by November 2022)	TBD (provided by November 2022)	TBD (provided by November 2022)

Effective January 1, 2024 – December 31, 2024 (Table 3)

Plan Name	Tier of Coverage	Cost Share percentage City / Employee	Employer + Employee Combined Monthly Cost	Employee Per Pay Contributions	Employee Per Pay Contribution Difference
Platinum	Employee Only	85% / 15%	TBD (provided by November 2023)	TBD (provided by November 2023)	TBD (provided by November 2023)
	Employee + Spouse	75% / 25%	TBD (provided by November 2023)	TBD (provided by November 2023)	TBD (provided by November 2023)
	Employee + Child(ren)	75% / 25%	TBD (provided by November 2023)	TBD (provided by November 2023)	TBD (provided by November 2023)
	Employee + Family	75% / 25%	TBD (provided by November 2023)	TBD (provided by November 2023)	TBD (provided by November 2023)
Gold	Employee Only	90% / 10%	TBD (provided by November 2023)	TBD (provided by November 2023)	TBD (provided by November 2023)
	Employee + Spouse	80% / 20%	TBD (provided by November 2023)	TBD (provided by November 2023)	TBD (provided by November 2023)
	Employee + Child(ren)	80% / 20%	TBD (provided by November 2023)	TBD (provided by November 2023)	TBD (provided by November 2023)
	Employee + Family	80% / 20%	TBD (provided by November 2023)	TBD (provided by November 2023)	TBD (provided by November 2023)
Silver	Employee Only	95% / 5%	TBD (provided by November 2023)	TBD (provided by November 2023)	TBD (provided by November 2023)
	Employee + Spouse	80% / 20%	TBD (provided by November 2023)	TBD (provided by November 2023)	TBD (provided by November 2023)
	Employee + Child(ren)	80% / 20%	TBD (provided by November 2023)	TBD (provided by November 2023)	TBD (provided by November 2023)
	Employee + Family	80% / 20%	TBD (provided by November 2023)	TBD (provided by November 2023)	TBD (provided by November 2023)

Appendix D
Dental Insurance

Effective January 1, 2022 – December 31, 2022 (Table 1)

Plan Name	Tier of Coverage	Cost Share			Employer + Employee Combined Monthly Cost Effective 1/1/22	Employee Per Pay Contributions Effective 1/1/22	Employee Per Pay Contribution Difference
Dental PPO	Employee Only	90/10			\$37.20	\$1.72	\$0.00
	Employee + Spouse	50/50			\$74.40	\$17.17	-\$1.72
	Employee + Child(ren)	50/50			\$81.60	\$18.83	-\$3.38
	Employee + Family	50/50			\$86.32	\$19.92	-\$4.47

Effective January 1, 2023- December 31, 2023 (Table 2)

Plan Name	Tier of Coverage	Cost Share Percentage City / Employee	Employer + Employee Combined Monthly Cost	Employee Per Pay Contributions
Dental PPO	Employee Only	90% /10%	TBD (provided by November 2022)	TBD (provided by November 2022)
	Employee + Spouse	50% / 50%	TBD (provided by November 2022)	TBD (provided by November 2022)
	Employee + Child(ren)	50% / 50%	TBD (provided by November 2022)	TBD (provided by November 2022)
	Employee + Family	50% / 50%	TBD (provided by November 2022)	TBD (provided by November 2022)

Effective January 1, 2024 – December 31, 2024 (Table 3)

Plan Name	Tier of Coverage	Cost Share Percentage City / Employee	Employer + Employee Combined Monthly Cost	Employee Per Pay Contributions
Dental PPO	Employee Only	90% /10%	TBD (provided by November 2023)	TBD (provided by November 2023)
	Employee + Spouse	50% / 50%	TBD (provided by November 2023)	TBD (provided by November 2023)
	Employee + Child(ren)	50% / 50%	TBD (provided by November 2023)	TBD (provided by November 2023)
	Employee + Family	50% / 50%	TBD (provided by November 2023)	TBD (provided by November 2023)

Appendix E
Vision Insurance

Effective January 1, 2022 – December 31, 2022 (TABLE 1)

Plan Name	Tier of Coverage	Cost Share			Employer + Employee Combined Monthly Cost Effective 1/1/22	Employee Per Pay Contributions Effective 1/1/22	Employee Per Pay Contribution Difference
Vision	Employee Only	90/10			\$4.35	\$0.20	-\$0.80
	Employee + Spouse	50/50			\$9.36	\$2.16	-\$0.43
	Employee + Child(ren)	50/50			\$10.20	\$2.35	-\$0.48
	Employee + Family	50/50			\$15.16	\$3.50	-\$0.70

Effective January 1, 2023 (TABLE 2)

Plan Name	Tier of Coverage	Cost Share Percentage City / Employee	Employer + Employee Combined Monthly Cost	Employee Per Pay Contributions
Vision	Employee Only	90% / 10%	TBD (provided by November 2022)	TBD (provided by November 2022)
	Employee + Spouse	50% / 50%	TBD (provided by November 2022)	TBD (provided by November 2022)
	Employee + Child(ren)	50% / 50%	TBD (provided by November 2022)	TBD (provided by November 2022)
	Employee + Family	50% / 50%	TBD (provided by November 2022)	TBD (provided by November 2022)

Effective January 1, 2024 TABLE 3)

Plan Name	Tier of Coverage	Cost Share Percentage City / Employee	Employer + Employee Combined Monthly Cost	Employee Per Pay Contributions
Vision	Employee Only	90% /10%	TBD (provided by November 2023)	TBD (provided by November 2023)
	Employee + Spouse	50% / 50%	TBD (provided by November 2023)	TBD (provided by November 2023)
	Employee + Child(ren)	50% / 50%	TBD (provided by November 2023)	TBD (provided by November 2023)
	Employee + Family	50% / 50%	TBD (provided by November 2023)	TBD (provided by November 2023)

Appendix F
IUPAT Classifications Eligible for “Safety Day”

8 hour safety day

Backflow Technician
Bus Driver
Container Serviceworker
Crew Leader
Cross Connection Control Specialist
Driver Collector
Equipment Operator
Equipment Operator Senior
Facilities Technician
Infrastructure Maintenance Crew Leader
Irrigation Specialist
Landscape Crew leader
Landscape Technician
Lead Facilities Technician
Maintenance Landscaper
Maintenance Worker
Maintenance Worker Senior
Sanitation Worker
Stormwater Maintenance
Stormwater Technician Senior
Utility Locator Technician
Wastewater Collection Crew Leader
Water Distribution Crew Leader
Water Plant Crew Leader Wastewater Service Worker
Water Distribution Service Worker

4 hour safety day

Engineering Technician
Instrument Technician
Utility Electrician
Utility Electrician Senior
Water Laboratory Technicians
Plant Mechanic

Appendix G
Performance Evaluation Form
EMPLOYEE PERFORMANCE EVALUATION

EMPLOYEE INFORMATION		
Employee Name:	Position:	
Department:	Immediate Supervisor:	
Review Period Ending Date:	Date of Review:	Type: ☐ Probation ☐ Annual
KEY WORK PARTNERS		
Please list individuals and/or teams the employee works with throughout the year from which the supervisor obtained input on the employee's performance:		
PERFORMANCE STANDARDS		
Performance will be evaluated using the below ten (10) standards		
S= Satisfactory NI = Needs Improvement	2% merit = 8 - 10 Above Satisfactory 1% merit = 7 Satisfactory 0% merit = 6 and below (mandatory PIP)	
Communication: Is the Employee professional in their communications, using the appropriate means to their specific position in ways that strengthen knowledge up and/or down the chain of command to provide appropriate and accurate information?	S	NI
Explanation: (only if NI is used)		
Initiative: Does the Employee see tasks that require action and then take appropriate action without specific direction? Does the Employee demonstrate ability to be a self-starter and perform additional tasks as time permits?	S	NI
Explanation: (only if NI is used)		
Teamwork: Does the Employee work well with other stakeholders and assist in getting the job done, as well as participate in and contribute to group/team discussions to assist in problem solving and improving processes?	S	NI
Explanation: (only if NI is used)		
Customer Service: Does the Employee represent the City in a positive and professional manner showing respect to customers both internally and externally?	S	NI
Explanation: (only if NI is used)		
Problem Solving: Does the Employee demonstrate the ability to analyze situations and use good judgment to deliver solutions within the scope of their authority, as well as provide input, information and recommendations to their supervisor on matters within their scope?	S	NI
Explanation: (only if NI is used)		
Dependability: Is the Employee trustworthy and reliable, which is demonstrated by the consistent completion of tasks, timely meeting of required deadlines, reporting to work regularly and on-time and abiding by policies and procedures?	S	NI
Explanation: (only if NI is used)		
Job Skills and Knowledge: Does the Employee performs their job duties at a satisfactory level concurrent with the knowledge, skills, abilities and requirements of their job description/position?	S	NI
Explanation: (only if NI is used)		

EMPLOYEE PERFORMANCE EVALUATION

Safety: Does the Employee utilize safety techniques, skills, and personal protective equipment in a manner consistent with their training and City policies and other regulations? Is the Employee proactive in reducing risk or safety hazards in the work environment?	S	NI
Explanation: (only if NI is used)		
Conduct and Professionalism: Does the Employee demonstrate the ability to maintain tact and bearing, treats others with respect and courtesy, and conducts themselves professionally with a reflection of a positive image for the City?	S	NI
Explanation: (only if NI is used)		
Quantity/Quality of Work: Does the employee produce work compared to department standards, as well as complete work accurately, neatly, thoroughly and meet deadlines?	S	NI
Explanation: (only if NI is used)		
Total Satisfactory (S): ____ Total Needs Improvement (NI): ____	% Increase ____ 0% + PIP (6 & below) ____ 1% (7 Satisfactory) ____ 2% (8-10 Above Satisfactory)	

PERSONAL INITIATIVES – FULL-TIME EMPLOYEES ONLY

Individual initiatives must use SMART (Specific, Measurable, Actionable, Realistic, and Time-bound) methodology.

Employees are eligible to receive an additional 1% merit increase by scoring a 9 or 10 in the Performance Standards section and satisfying all of the Personal Initiatives below.

Performance Initiatives demonstrate that an employee has substantially exceeded the basic competencies of their position (as outlined in the job description and the Annual Employee Performance Evaluation) by meeting one or more of the following criteria: demonstrated job growth, performed added duties reflecting career growth, performed at a high level as compared to other employees, accomplished a special project or achieved high project outcomes.

At the beginning of the rating period, the Personal Initiatives must be mutually set between the employee and supervisor.

Current Reporting Period – Personal Initiatives

The employee has met ____ out of ____ initiatives from the current reporting period.

Employee must meet 3 out of 3 initiatives in order to receive a 1% Merit Bonus.

Next Reporting Period – Personal Initiatives

Initiative:

Initiative:

Initiative:

____ % Performance Standards + ____ % Personal Initiatives = ____ % Total Merit

Immediate Supervisor's Signature:	Date:
Additional Supervisory Signature (if applicable):	Date:
Additional Supervisory Signature (if applicable):	Date:
Department Director's Signature:	Date:
Employee's Signature:	Date:

Instructions and Guidance:

- Key Work partners are any individuals who can contribute to the evaluation of an employee by having firsthand knowledge in determining if the employee is satisfactory (or not) in each performance standard as well as the Personal Initiatives.
- Supervisor selects S for satisfactory or NI for needs improvement for each standard based on the relevant reporting period. After completing all 10 standards, supervisor will tally the S's and the NI's and place in the appropriate box.
- The total Performance Standard score correlates to a % increase:
 - 8-10 ABOVE SATISFACTORY = 2% MERIT
 - 7 SATISFACTORY = 1% MERIT
 - 6 AND BELOW = 0% MERIT, PERFORMANCE IMPROVEMENT PLAN
- Anyone receiving a 6 and below must have disciplinary action on file during the relevant period (including record of oral counseling which would not be part of the official employee record).
- Personal initiatives consist of three initiatives demonstrating that an employee has substantially exceeded the basic competencies and accountabilities of their position (as outlined in the job descriptions and the Annual Employee Performance Evaluation). An employee that meets all three initiatives during the reporting period earn an addition 1% increase. Employees in the same job classification shall have a group meeting at the start of each fiscal year with the supervisor Department Director to develop common goals to instill fairness in developing the initiatives, though initiatives may slightly vary by employee based on the annual review date.
- Employee would receive the total of: the performance standard merit (up to 2%) and the personal initiative bonus (1%) for up to 3% total merit. Employees are guaranteed the 1% initiative bonus in FY22 (10/1/21-9/30/22).



2020~~1~~ - 2024~~1~~

Collective Bargaining Agreement

between

Local 1010 / District Council 78

of the

**International Union of Painters and Allied Trades
[IUPAT]**

and the

City of Deerfield Beach [City]

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2020¹ - 2021⁴
Collective Bargaining Agreement
between
Local 1010 / District Council 78
of the
International Union of Painters and Allied Trades [IUPAT]
and the
City of Deerfield Beach [City]

Article 1 - Preamble

Section 1 - Preamble

This Agreement is made and entered into by the **Local 1010 / District Council 78 of the International Union of Painters and Allied Trades, AFL-CIO**, hereinafter referred to as "IUPAT", and the **City of Deerfield Beach, Florida**, hereinafter referred to as "City". It is the intent and purpose of this Agreement to assure a sound and mutually beneficial working and economic relationship between the Parties; to provide an orderly, prompt, and peaceful means of resolving disputes involving the interpretation of this Agreement; and to set forth the full agreement between the Parties regarding wages, hours and other terms and conditions of employment.

Section 2 - Public Employees

City employees are to regard themselves as public employees and are to be governed by the highest ideals of honor and integrity in all of their public and personal conduct in order that they may merit the respect and confidence of the general public.

WITNESSETH

In consideration of the promises contained in this Agreement, and for other good and valuable consideration, IUPAT and City agree as follows:

Article 2 - Recognition

Section 1 - Recognition

City recognizes IUPAT as the exclusive bargaining agent for the purpose of presenting proposals relative to salaries, health, safety and other conditions of employment for the City employees as herein described.

Section 2 - Bargaining Unit Classifications

The bargaining unit shall consist of the classifications listed on Appendix A of this Agreement.

Section 3 - Effect of Reorganization

In the event of any reorganization undertaken by the City through ordinance, as provided in the City of Deerfield Beach Charter, where a position is changed by title, but retains

the equivalent functional responsibilities as contained in the previously titled position, the new position shall automatically be with the bargaining unit, provided that the previously titled position was within the bargaining unit. Further, should new positions be created which contain responsibilities which are the functional equivalent of positions listed in Section 2, the employees filling those positions shall automatically be considered part of the collective bargaining unit.

Section 4 - Definitions

Regular Full-Time Employee: A person hired to fill a budgeted position of 35 or more hours per week who occupies one of the classifications listed in Appendix A of this Agreement.

Regular Part-Time Employee: A person hired to fill a budgeted position of 29 or less hours per week, occupies one of the classifications listed in Appendix A of this Agreement. These employees are not eligible to receive City benefits, except as specifically provided for regular part-time employees in this Agreement.

Article 3 - Non-Discrimination

Section 1 - Non-Discrimination

IUPAT and the City shall not discriminate against any employee covered by this Agreement because of race/ethnicity, color, sex, age, national origin, religion, sexual orientation, military status, genetic information, political opinions or affiliations or disability.

Section 2 - Discrimination on Membership

IUPAT and the City will not discriminate against, interfere with or coerce any employee covered by this Agreement because of membership or non-membership in IUPAT, [however, IUPAT has no obligation to represent non-members in the grievance procedure.](#)

Section 3 – Dual Filing Prohibition

[In the event that an employee files a grievance alleging a violation of this Article, and files a complaint/charge in another forum making the same allegation, the grievance shall be nullified, and the other forum shall have exclusive jurisdiction.](#)

Article 4 - Management Rights

Section 1 - Management Rights

IUPAT recognizes that the City has the exclusive right to manage and direct the various departments of the City. Accordingly, the powers and authority which the City has not specifically abridged, delegated, or modified by the express provisions of this Agreement are retained by the City. Therefore, the City specifically, but not by way of limitation, reserves the exclusive right to manage and administer the affairs of the City generally; decide the mission of each of the City departments, divisions and other units of organization; set standards of service to be offered to the public; exercise control and discretion over its organization and operation; direct its employees; establish and

implement policies and procedures related to employment, promotions, position classification, discipline, transfer, assignment, and scheduling of employees; determine and redetermine work schedules; maintain order and efficiency in its operations; determine and redetermine starting and quitting times; determine and redetermine the number of hours to be worked; determine and redetermine whether or not goods or services should be made or purchased; merge, consolidate or close a department or any part thereof; expand, reduce, alter, combine, assign or cease any job; control the use of equipment and property of the City; fill any job on a temporary, emergency or interim basis; determine the number, location and operation of headquarters, annexes, divisions, substations and departments thereof; determine and redetermine the size and composition of the work force; introduce new or improved services, maintenance procedures, materials, facilities and equipment; require employees to submit to a medical examination by a physician designated by the City when management has a legitimate reason to believe that the employee is unable to perform his duties safely; promulgate and implement rules and regulations for its employees not in conflict with the provisions of this Agreement; set the standards and procedures for application, testing, selection procedures and appointment to all positions in the City; under reasonable circumstances, to dismiss or otherwise relieve from duty employees who have contracted or developed some mental or physical ailment or defect which incapacitates him/her for duty in the City service.

Section 2 - Other Rights and Prerogatives

In addition to the Management Rights enumerated in Section 1 of this Article, the City shall have all other rights and prerogatives which in the past it has lawfully exercised or could have lawfully exercised unilaterally subject only to express restrictions on such rights, if any, as are provided in this Agreement.

Article 5 - Union Rights

Section 1 - Rights of Employees

City employees shall have the right to join IUPAT, to engage in lawful activities for the purposes of collective bargaining, to express any view not in conflict with any Section of the City's Personnel Rules and Regulations, grievance, complaint or opinion related to the conditions of compensation and employment of public employees or their betterment, all free from restraint, coercion, discrimination or reprisal. Nothing shall abridge the right of any duly authorized representative of IUPAT to present views of IUPAT on issues which affect the welfare of its members.

Section 2 - Union Rights

IUPAT shall have those rights contained in *Florida Statutes* Chapter 447, or as such Chapter may be amended.

Section 3 - Dues Deduction

Employees may authorize payroll deductions for the purpose of paying IUPAT dues. No authorization shall be allowed for payment of initiation fees, assessments fees or fines.

Section 4 - Determination of Dues

IUPAT will notify the City of the amount of dues. Such notification shall be made in writing over the signature of IUPAT's Chairperson or designee. Changes in dues will be similarly reported to City, with the notification at least one (1) month in advance of the anticipated effective date of any such changes.

Section 5 - Deduction Methodology

Dues shall be deducted each pay period. The deducted monies shall be remitted to the International Union of Painters and Allied Trades, AFL-CIO, District Council 78, within ten (10) working days of the last pay period of the month. IUPAT will indemnify, defend and hold City harmless against any claims made, and against any suits instituted, against City on account of the deduction of dues.

Section 6 - Payroll Deduction Authorization

Upon receipt of a signed payroll deduction authorization card, City shall deduct those IUPAT dues certified by the signature on the card of the employee.

Section 7 - Revocation of Payroll Deduction Authorization

A payroll deduction authorization may be revoked by an employee upon written notice to IUPAT and the City. Any such revocation shall be on a signed form provided by IUPAT or letter of intent from the employee.

Section 8 - Non-Discrimination

Employees shall have the right to join IUPAT and there shall not be any discrimination against or intimidation of any employee because of that employee's membership or lack of membership in IUPAT or because of an employee holding office in IUPAT.

Article 6 - Prohibition of Strikes

Section 1 - No Strikes

Neither IUPAT, any officer or agent of IUPAT or any employee shall instigate, promote, sponsor or engage in any strike, slow down, concerted stoppage of work, or any other intentional interruption of the operations of the employer, regardless of the reason for doing so. Any and all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the employer. Such discharge or discipline shall not be the subject of any grievance procedure or appeal procedure provided in this Agreement except as to the question of fact.

Section 2 - IUPAT Efforts

In the event of a strike, slow down, concerted stoppage of work, or other intentional interruption of the operations of the City regardless of reasons for doing so, IUPAT shall take direct and immediate action to the fullest extent of its power and influence to bring about a cessation of such activities.

Section 3 - Responsibility

Any employees found to be in violation of this Article and IUPAT (if IUPAT shall fail to take direct and immediate action to the fullest extent of its power and influence to bring about a cessation of a strike, slow down, concerted stoppage of work or other intentional interruption of the operations of the City) shall be liable for any damage or costs which might be suffered by a public employer or other party affected as a result of a violation of the provisions of this article in accordance with the law.

Article 7 - Employee Roster and IUPAT Business

Section 1 - Employee Roster

The City agrees to provide IUPAT with an updated employee roster and new hire report upon request from IUPAT.

Section 2 - IUPAT Business

The City agrees to allow IUPAT's Chairperson and IUPAT's Vice Chairperson or his/her respective designated representatives to be off duty, with pay, to attend conventions, seminars and meetings. This time will be limited to four (4) ~~days~~ scheduled work shifts per calendar year per each such person.

The City reserves the right for City Department Directors and the City Manager to approve or disapprove these absences based on operational needs.

The City agrees to allow IUPAT Shop Stewards one (1) ~~event~~ scheduled work shift per calendar year.

Article 8 - Bulletin Boards

Section 1 - Bulletin Boards

Bulletin board space shall be provided by the City upon which IUPAT may place noncontroversial notices in regard to meetings, social gatherings and all other matters pertaining to legitimate business. IUPAT shall be assured of space on City bulletin boards sufficient to post three 8-1/2" x 11" sheets of paper. Bulletin board space will be provided at the following locations:

City Hall

Water Plant

Parks and Recreation Department (including Aquatics Office, Athletics Office, Pier, Tennis Center in Pioneer Park, Warehouse, Oveta McKeithen Recreation Center, Hillsboro Community Center, Highlands Community Center, Teen Center, West Deerfield Community Center and Constitution Park)

Central City Campus

Ocean Rescue Headquarters

Active Aging

Mitigation Operations Center (MOC)

Section 2 - Responsibility for Bulletin Boards

All costs incident to preparing and posting of IUPAT materials will be borne by IUPAT. IUPAT is responsible for posting and removing material on City bulletin boards and for helping the City to maintain said boards in an orderly condition.

Article 9 - Union Representatives

Section 1 - Collective Bargaining / Negotiations

The City agrees that there shall be no loss of pay for the four (4) members of IUPAT's negotiating team, provided such negotiation sessions are held during the employees' normal working hours.

Section 2 - Shop Stewards

Members of IUPAT who are selected as Shop Stewards shall perform duties for IUPAT on their own time. However, the City recognizes that instances will arise in which it will become necessary for Shop Stewards to perform their duties on City time. Except in emergency conditions, the Shop Stewards' supervisor may grant permission to perform these duties on City time with the understanding that the Shop Steward shall return promptly to his/her regular assigned duties. Subject to the provisions of Section 3 of this Article (*below*), a supervisor's permission shall not be unreasonably withheld.

The number of Shop Stewards shall not exceed six (6) and shall be designated in writing to the City Manager. The number of hours per month that may be approved shall not exceed six (6).

Shop Stewards shall have seniority above all other bargaining unit members with regard to layoffs and recalls only. Shop Stewards shall be chosen by the IUPAT Business Manager or his/her designee.

IUPAT will endeavor to identify a Shop Steward representing varied City departments. There shall not be more than one Shop Steward chosen per department.

Section 3 - Room for IUPAT Business

The City agrees that official representatives of IUPAT may have access to a room in City facilities at mutually agreed upon times and dates to conduct IUPAT business.

Section 4 - Notification to Shop Stewards

The City will provide copies of any disciplinary actions given to bargaining unit employees to the Local Chairperson ~~and the District Council Representative~~.

Section 5 - Requests for Documents

City agrees to provide IUPAT with one (1) copy of the following documents upon request to the City's Human Resources Department:

- (a) City Commission Agenda with specifically requested back-up material for agenda items related to IUPAT and/or City employees generally, except for any such materials that are exempt from the Florida Public Records Law.
- (b) Proposed budget, existing budget, budget statements and year-end financial statements.
- (c) Minutes of City Commission meetings.
- (d) Personnel Rules and Regulations Manual.
- (e) City Manager's Weekly Report.

Section 6 - Copies of Agreement

Upon ratification and execution of this Agreement, City will place a copy of this Agreement on the City's website and will provide IUPAT with fifty (50) stapled, 8-1/2" by 11-1/2" copies of this Agreement at no cost.

Article 10 - Solicitation of or by Employees

Section 1 - No Solicitation

Unless specifically authorized by the City Manager, all solicitations of or by City employees during working hours for commercial, charitable or union purposes and selling of tickets, magazines and other merchandise is prohibited.

Section 2 - No Solicitation by Organizations

Employee organizations, their members, agents or representatives, or any persons acting on their behalf are hereby prohibited from and shall not:

- (a) Solicit public employees during work hours of any employee who is involved in the solicitation.
- (b) Distribute literature during working hours in areas where the actual work of public employees is performed, such as offices, warehouses, schools, police stations, fire stations, and any similar public installations. This section shall not be construed to prohibit the distribution of literature during the employee's lunch hour or in such areas not specifically devoted to the performance of the employee's official duties.
- (c) Solicit for commercial, charitable, or union purposes and sell tickets, magazines or other merchandise while in City uniform or attire, or while using City vehicles or equipment.

Article 11 - Seniority

Section 1 - City Seniority

Each regular full-time employee shall have City Seniority based on the employee's first

day of current continuous full-time employment with City. City Seniority shall be used for computing annual leave accrual and pension benefits.

Section 2 - Department Seniority

Each regular full-time employee shall have Department Seniority based on the employee's first day of current continuous full-time employment in their department.

Section 3 - Classification Seniority

Each regular full-time employee shall have Classification Seniority based on the employee's first day of current continuous regular full-time employment in their classification.

Classification seniority shall be used for determining vacation and shift preference as openings are made available, except that the City may establish a rotation-based shift selection system for certain positions irrespective of classification seniority to ensure that seasoned employees are present during all shifts for operational needs, however if an employee is suffered to work hours other than their preferred shift as stated in this article that employee shall be paid a seniority differential of twenty five cents (\$0.25) per hour, in addition to shift differential (if applicable) provided in Article 26, Section 5 herein. This rotation shall occur semi-annually; every six (6) months. In the event that Classification Seniority in a specific classification is equal between or among employees, Department Seniority shall be used to determine the senior employee. In the event that Classification and Department Seniority are equal between or among employees, City Seniority shall be used to determine the senior employee.

Article 12 - Promotions/Reclassifications/Transfers

Section 1 - Promotions

The term promotion as used in this Article means the advancement of a regular full-time employee to a higher pay grade and job classification within the bargaining unit based on favorable work performance, qualifications for the position and on competitive examinations where such examinations are given.

Section 2 - Posting of Vacancies

All promotional vacancies within the bargaining unit for regular, full-time employment will be posted in each department [and on the City's website, except those vacancies involving a reorganization, and when there is a demotion or need for a lateral transfer in accordance with Section 7 herein. In the event a vacancy is filled via transfer, the resulting vacancy created by the move will be subject to the posting requirement.](#) Notices shall include the job title, rate of pay, department or division, and the job requirements. Such posting shall be for a period of at least five (5) working days. A copy of the notice shall also be sent [both to IUPAT's Chief Steward and to IUPAT's Business Representative.](#)

Section 3 - Employee Applications

During the period of posting, employees who wish to apply for the open position

including employees on lay-off, may do so. The application shall be in writing or online on the standard form furnished by the City and such shall be submitted to the Human Resources Department.

Section 4 - Filling Vacancies

Positions shall be filled by the best qualified applicant in the judgment of the City. Where there is a tie in qualification for a promotional position, the employee with the greatest seniority shall be appointed. Where there is a tie in qualification for any position, a City employee shall be appointed over an applicant who is not a City employee.

Section 5 - Pay Rate upon Promotion or Reclassification

In any case where an employee is promoted or reclassified to a higher grade and job classification, the starting rate shall be a minimum of 5% over the salary received prior to the promotion or the minimum of the pay grade for which the employee is promoted, whichever is greater, in accordance with Pay Plan grades with the recommendation of the Department Director and approval of the City Manager. Subsequent advancement shall be on the same basis as a "merit increase." A promotion institutes a new probationary period.

Section 6 — Pay Rate Upon Demotion

In any case where an employee is demoted to a lower pay grade and job classification, the demoted employee's salary shall be based on the pay grade of the new position, but equivalent to the same percentile for which the employee is in the current pay grade. (e.g., an employee being paid at the 30th percentile in pay grade E12 is demoted to an E10 position. In such case, the employee will be paid at the 30th percentile for pay grade E10).

Section 7 – Transfers

An employee may be transferred to another department with the same job classification and such transfer will not change the employee's pay rate, anniversary date or classification date. Transfers may be voluntary or involuntary.

Section 8 – Initial Probationary Period

The initial probationary period shall be regarded as an integral part of the examination process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment and training for a new employee and for rejecting any employee whose performance or conduct is not satisfactory. It shall be incumbent upon Department Directors to screen employees during the probationary period to insure only those employees performing to the best of their abilities become permanent, regular employees.

The initial probationary period is six (6) continuous months. During this period, employees shall be subject to demotion, suspension without pay, termination from employment or other disciplinary action without prior notice or the filing of specific charges and shall not have access to the Grievance Procedure contained in Article 14 of this Agreement.

Prior to the expiration of an employee's initial probationary period, the Department Director shall notify the City's Human Resources Department in writing on the appropriate form whether or not the employee has performed satisfactorily during the probationary period and recommend the appropriate action to be taken.

Section 9 – Promotional Probationary Period

A trial period shall be used in connection with promotions in the same manner as a probationary period is used for original entrance appointments. The probationary period is six (6) continuous months.

However, employees promoted to a higher classification shall have rights to their former position and all other job rights including access to the Grievance Procedure contained in Article 14 of this Agreement. All positions filled as a result of a promotion shall be filled subject to the promoted employee's ability to pass the promotional probationary period. Personnel hired or promoted into the lower classification from which the employee is promoted shall not be considered permanent until the promoted employee they are replacing is made permanent in the higher classification. If the promoted employee's former position is occupied, the employee in that position will be displaced and considered laid off.

Prior to the expiration of an employee's probationary period, the Department Director shall notify the City's Human Resources Department in writing on the appropriate form whether or not the employee has performed satisfactorily during the probationary period and recommend the appropriate action to be taken.

Section 10 – Movements in and out of the Bargaining Unit

Employees promoted, reclassified, demoted or transferred into a non-bargaining unit classification shall be subject to the provisions of the City's Employee Personnel Rules and Regulations, and employees moving into another bargaining unit shall be subject to the provisions of the applicable collective bargaining agreement. These provisions include pay, orientation periods and other terms and conditions of employment.

Article 13 - Lay-Off and Recall

Section 1 - Reduction in Workforce

When the City, in its sole discretion, determines that a reduction in its workforce is appropriate, employees covered by this Agreement shall be laid off according to the provisions of this Article.

Section 2 - Order of Layoff

- (a) Full-time employees shall be laid off by Classification within a Department based on the employee's Classification Seniority, i.e., the amount of time the employee has been in the Classification he/she occupies at the time of the reduction-in-force. Any ties in Classification Seniority shall be broken by City Seniority, i.e., the amount of time the employee has continuous full-time service with the City since the

employee's date of hire.

- (b) Union Stewards (as designated pursuant to Article 9, Section 2 of this Agreement) shall have seniority above all other employees covered by this Agreement with regard to Layoffs and Recall.
- (c) However, before any full-time employee is laid off from a Classification, all employees in their initial probationary periods in that Classification shall be laid off.
- (d) Once identified for layoff from his/her present Classification and Department:
 - A full-time employee with greater City Seniority may bump (i.e., displace) the least senior (in terms of City Seniority) full-time employee within the City who occupies the same Classification as the laid-off employee;
 - A full-time employee with greater City Seniority may bump (i.e., displace) the least senior (in terms of City Seniority) full-time employee within the City who occupies any Classification in which the laid-off employee has previously worked for the City as a full-time, permanent (i.e., non-probationary) employee. In such event, the full-time employees pay shall be reduced to (capped at) the maximum of the pay grade into which he/she is bumping; and
 - For purposes of this Section, any employee in the Classification of Backflow Technician at the time of a layoff shall be deemed to have previously worked for the City as a full-time, permanent (i.e., non-probationary) employee in the Classification of Maintenance Worker.

Section 3 - Notice of Layoff

Full-time employees not on initial probation shall be given written notice of layoff no less than fourteen (14) calendar days in advance of the effective date of the layoff.

Section 4 – Economic Layoff Moratorium

~~Each bargaining unit position filled as of October 1, 2020 has been budgeted for fiscal year 2021. No bargaining unit employee shall be laid off from a budgeted position for economic reasons in fiscal year 2021, irrespective of any budgetary shortfall. In the event of the closure of a facility due to a hurricane or unforeseen or otherwise unanticipated non-economic reasons, the City shall reassign employees impacted by those events, to other areas, departments or budgeted positions.~~

Section 54 - Recall

- (a) Any full-time employee who is laid off shall be entitled to the provisions of this Section for up to 18 months from the effective date of his/her layoff.
- (b) Any full-time employee who is laid off shall be entitled to recall to the Classification from which he/she was laid off in reverse order of his/her Classification Seniority.
- (c) Employees entitled to the provisions of this Section shall be responsible for notifying the City's Human Resources Department of their current address-of-record and

telephone number, as well as any changes to such contact information.

(d) Employees being recalled to a Classification shall report for work no later than three (3) work days after their notification of recall. Any employee who fails to respond as required by this Sub-Section shall be terminated from employment for the abandonment of his/her position.

(e) Employees who are not recalled within 18 months from the effective date of their layoff shall be terminated from employment pursuant to this Section.

Article 14 - Grievance and Arbitration Procedures

Section 1 - Definition of Grievance

A grievance is a difference or dispute between an employee and City, or between IUPAT and the City, regarding the interpretation, application or violation of the express terms of this Agreement ~~or of applicable employment law.~~

Section 2 - Requirements of Written Grievance

A written grievance submitted at any Step of the Grievance Procedure provided in this Article shall be on the form provided in Appendix B of this Agreement, and shall contain the following information:

- The date the grievance is being submitted;
- The printed name and signature of the IUPAT Steward, if applicable;
- The Step at which the grievance is being submitted;
- The name of the person to whom the grievance is being submitted;
- The date of the occurrence giving rise to the grievance;
- The Article(s) and Section(s) of the Agreement allegedly violated;
- A brief statement describing what happened and the person(s) involved;
- The corrective action (i.e., remedy) being sought; and
- The printed name and signature of the Grievant.

Written grievances which do not include the above information will be returned to the Grievant for correction and resubmission no more than two (2) times. Upon the first return of a grievance for insufficiency, the Grievant shall make all necessary revisions and re-submit the grievance within three (3) work days after the City's return of the grievance. Upon a second return of a grievance for insufficiency, the Grievant shall make all necessary revisions and re-submit the grievance within two (2) work days after the City's return of the grievance. Failure to do so shall result in the grievance being deemed null and void and bar any further processing of the grievance.

Section 3 - Time Limitations

(a) No grievance shall be considered or processed under this Article unless it is submitted within the times limits set forth in this Article. However, IUPAT and City may mutually agree in writing to extend any of the time limits set forth in this Article.

(b) The Grievant shall be responsible for documenting/proving the timely receipt of a

written grievance at each of the Steps contained in the Grievance Procedure provided in Section 4 of this Agreement. The appropriate City representative shall be responsible for documenting/proving the timely delivery of a written answer to both the Grievant and IUPAT at each of the Steps contained in the Grievance Procedure provided in Section 4 of this Agreement.

- (c) If a grievance is not presented within the time limits set forth in this Article (or within any time limits mutually agreed to in writing by IUPAT and City), said grievance shall be deemed settled on the basis of City's last answer to such grievance. If City fails to provide an answer within the time limits set forth in this Article (or within any time limits mutually agreed to in writing by IUPAT and City), the Grievant may elect to treat the grievance as denied and appeal the grievance to the next step.
- (d) The term "work days" shall refer to the days Monday through Friday, inclusive. Saturdays, Sundays and holidays (as recognized by this Agreement) shall not be considered "work days" for any purposes under this Article.

Section 4 - Grievance Procedure

- (a) A grievance must be submitted within ten (10) work days following the event giving rise to the grievance or within ten (10) work days of the time the Grievant should have reasonably learned of such event.
- (b) Grievances shall be processed as follows:

Step 1

Written Grievance to Immediate Supervisor

A written grievance shall be submitted to the Grievant's most immediate, non-unit Supervisor (i.e., the first Supervisor not included in the bargaining unit covered by this Agreement). The Supervisor shall sign and date the Grievance upon receipt, shall meet with the employee and the employee's IUPAT Representative in an attempt to resolve the grievance, and shall issue a written answer to the written grievance within ten (10) work days of the Supervisor's receipt of the grievance at Step 1.

Step 2

Written Grievance to Department Director

If the grievance is not resolved at Step 1, a written grievance shall be submitted to the appropriate Department Director within five (5) work days of the Grievant's receipt of the Supervisor's written answer at Step 1.

The Department Director shall then issue a written answer to the grievance within five (5) work days of the Department Director's receipt of the grievance at Step 2.

Step 3

Written Appeal to City's ~~Chief Human Resources Officer~~ Director of Human Resources and Risk Management

If the grievance is not resolved at Step 2, a written grievance shall be submitted to the

City's Director of Human Resources and Risk Management within five (5) work days of the Grievant's receipt of the Department Director's written answer at Step 2.

The Director of Human Resources and Risk Management shall then issue a written answer to the grievance within ten (10) work days of the Director of Human Resources and Risk Management's receipt of the grievance at Step 3.

Step 4 **Written Appeal to City Manager**

If the grievance is not resolved at Step 3, a written grievance shall be submitted to the City Manager within five (5) work days of the Grievant's receipt of the Director of Human Resources and Risk Management's written answer at Step 3.

The City Manager shall then issue a written answer to the grievance within ten (10) work days of the City Manager's receipt of the grievance at Step 4.

Step 5 **Written Request for Arbitration**

- (a) If a grievance is not resolved at Step 4, IUPAT (and only IUPAT) may file a written request for arbitration with the Federal Mediation and Conciliation Service [FMCS] within ten (10) work days of the Grievant's receipt of the City Manager's written answer at Step 4.
- (b) IUPAT shall request a list of seven (7) arbitrators located (or billing from) the State of Florida from the FMCS. The parties shall each alternately strike three (3) names from such list from said list, with IUPAT striking first. The remaining name shall be the arbitrator.
- (c) The arbitrator shall promptly conduct the hearing on the grievance at which both IUPAT and the City shall be permitted to present their evidence and arguments. The decision of the arbitrator shall be rendered in writing with copies furnished both to IUPAT and the City no later than thirty (30) calendar days after the conclusion of the hearing.
- (d) The arbitrator shall limit his/her opinion to the interpretation or application of this Agreement and shall have no power to amend, modify, nullify, ignore or add to the provisions of this Agreement.
- (e) IUPAT and the City shall each bear the expense of their respective witnesses and representatives. The expenses of the arbitrator shall be paid in equal shares by IUPAT and the City.
- (f) Employees required to testify at an arbitration hearing will be made available without loss of pay by the City. However, whenever possible, employees shall be placed on call to minimize time lost from work and shall return to work upon completion of their testimony.

Article 15 - Temporary Assignments

Section 1 - Temporary Assignments

A regular full-time employee who is temporarily assigned the duties and responsibilities of a position which has a higher pay classification shall be compensated at a rate commensurate with the responsibilities assumed in the higher classification after serving at least two weeks in the temporary assignment, but in no case shall the temporary adjustment be less than 5%. However, any employee assigned to temporarily fill a vacancy (i.e. an unfilled position) shall receive an increase in pay on the first day. This provision does not include temporary time due to an employee on scheduled leave. All such temporary assignments must be reported to and approved by the City Manager before a higher rate of compensation can be made. At conclusion of the assignment, the employee's pay shall revert to the authorized rate established for the regular position. Any such temporary increase granted shall not affect the employee's eligibility for normal merit advancements on the anniversary date.

Section 2 - Temporary Assignments in Excess of 180 Days

Should a regular full-time employee be required to perform duties in a classification higher than that which such employee holds on a permanent basis, such employee shall not be required to continue such duties for a period longer than 180 calendar days without permanent advancement to the position, except in cases of extended illness or other emergencies as determined by the City Manager.

Article 16 - Drug Free Workplace Program

Section 1 - Drug and Alcohol Abuse Policy

The City recognizes that City employees are not immune from the problems which face society in general, including alcohol and drugs. While the City does not presently have reason to believe that any employee is abusing drugs or alcohol, the only effective means of avoiding potential problems is through a comprehensive policy directed against alcohol and drug abuse by employees.

The following constitutes a violation of the City's Drug and Alcohol Abuse Policy applicable to regular full-time and regular part-time employees:

- (a) The use of or being under the influence of intoxicants or drugs while on duty.
- (b) The use of or being under the influence of intoxicants or drugs when wearing a City uniform, whether on or off duty.
- (c) The unlawful manufacture, distribution, dispensation, possession and use of any controlled substance including prescription drugs.
- (d) Failure to notify the Human Resources Department of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction. A violation of the City's Drug Free Workplace Program may subject the employee to disciplinary action up to and including termination.

Section 2 - Definitions

Under the influence of alcohol shall mean testing positive for the presence of alcohol based upon the guidelines of Section 440.101, or 440.102, Florida Statutes, or Florida Administrative Code 59A-24 (unless a stricter standard is authorized by law for a specified job position).

Under the influence of drugs shall mean testing positive for the presence of drugs based upon the standards set forth in Section 440.101 or 440.102, Florida Statutes, or Florida Administrative Code 59A-24 (unless a stricter standard is authorized by law for a specified job position), [or Title 21 United States Code \(USC\) Controlled Substances Act](#); provided that any statutory standard which is more strict shall apply. Drug shall mean any controlled substance as defined in Chapter 893, Florida Statutes or any substance defined as a drug in Section 440.102, Florida Statutes, [or Title 21 USC](#).

Section 3 - Testing

All testing for alcohol or drugs shall be undertaken as follows:

- (a) There shall be two tests conducted by the City. If the first test is negative, there shall be no second test, unless the City has reason to believe there was some irregularity in the administration or analysis of the first test. The second (confirmatory) test shall be a gas chromatography mass spectrometry (GC/MS test) or such other equivalent or more accurate scientifically accepted test, at the City's option. It shall be this second, confirmatory test, which shall be the determinant for the City as to whether the employee or applicant was under the influence of alcohol or drugs and which shall trigger disciplinary action against employees and a determination not to hire job applicants.
- (b) A sample shall be collected with due regard to the privacy of the individual providing the sample, and in a manner reasonably calculated to prevent substitution or contamination of the sample.
- (c) Specimen collection shall be documented, and the documentation procedures shall include:
 - 1) Labeling specimen containers to preclude erroneous identification;
 - 2) A form for the employee or applicant to provide any information he/she considers relevant to the test, including identification of currently or recently used prescription or nonprescription medication or other relevant medical information. Such form shall provide notice of the most common medications by brand name or common name, as applicable, as well as by chemical name, which may alter or affect a drug test. The providing of information shall not preclude the administration of the drug test, but shall be taken into account in interpreting any positive confirmed results; and
 - 3) A consent form.
- (d) Specimen collection, storage, and transportation to the testing site shall be performed

in a manner which will reasonably preclude specimen contamination or adulteration.

- (e) A specimen for a drug test may be taken by any person authorized to do so by *Florida Statutes Chapter 440.102*.
- (f) Specimens shall be sufficient for two drug tests as determined by the Department of Health and Rehabilitative Services.
- (g) Every specimen that produces a positive confirmed result shall be preserved by the licensed laboratory that conducts the confirmation test for a period of at least 210 days after the results of the positive confirmation test are mailed or otherwise delivered to the employer. However, if an employee or job applicant undertakes an administrative or legal challenge to the test result, the employee or applicant shall have the responsibility to notify the laboratory and the sample shall be retained by the laboratory until the case or administrative appeal is settled. During the 180 day period after written notification of a positive test result, the employee or job applicant who has provided the specimen shall be permitted to have a portion of the specimen retested, at the employee's or applicant's expense at another laboratory, licensed and approved by the Department of Health and Rehabilitative Services, chosen by the employee or applicant; provided that the employee or applicant shall provide notice to the City of his/her desire to undertake such a test within five working days of receipt of the results of a positive confirmatory test or notice from the City that the applicant or employee's timely explanation was unsatisfactory whichever occurs later. The second laboratory must test at equal or greater sensitivity for the drug in question as the first laboratory. The first laboratory which performed the test for the employer shall be responsible for the transfer of the portion of the specimen to be retested, and for the integrity of the chain of custody during such transfer.
- (h) Within five working days after receipt of a positive confirmatory test result from the testing laboratory, the City shall inform an employee or job applicant in writing of such positive test result, shall provide a copy of the test result and shall provide a statement of the consequences of such result and the options available to the employee or job applicant.
- (i) Within five working days after receiving notice of a positive confirmatory test result, the employee or job applicant may submit information in writing to the employer explaining or contesting the test results, and why the results do not constitute a violation of the employer's policy.
- (j) If the City deems the explanation or challenge to be unsatisfactory, it shall provide a written explanation as to why the employee's or job applicant's explanation is unsatisfactory. Such documentation shall be kept confidential as provided by law and shall be retained for at least one year.
- (k) The City shall employ chain-of-custody procedures as established by the Department of Health and Rehabilitative Services.
- (l) An applicant whose second test confirms the original positive test result may, at the applicant's expense, have a third test (being a gas chromatography/mass spectrometry (GC/MS test) conducted on the original sample at a laboratory approved

by the City.

- (m) The City shall pay the costs of the initial and the first confirmation test; the employee or job applicant shall pay for any test which he/she requests. Payment shall be made by the employee upon requesting the test.
- (n) Should an applicant or employee fail to request a third test, after a positive confirmatory test by the City, within five days after receiving the notice of positive results from the City or notice of the City's determination that the applicant or employee's timely explanation was unsatisfactory, whichever occurs later, the employee or applicant shall waive any claims to a position lost as a result of the positive confirmatory test. A job applicant shall, in no event, be entitled to a position applied for and filled during any review of positive tests or other challenge.
- (o) An employee shall have access to the grievance procedure provided in the Personnel Rules and Regulations or Article 14 of this Agreement.
- (p) Upon detecting a false positive error, the City shall notify the laboratory and the Florida Department of Health and Rehabilitative Services of any such error.
- (q) The laboratory shall not disclose any information relative to the health or mental condition of the tested employee except as provided by law. The City shall not request or receive from the testing facility any information concerning the personal health, habit, or condition of the employee (other than the drug test results) including, but not limited to, the presence of HIV antibodies in an injured employee's body fluids.

Section 4 - Medications

Below are listed the most common medications by brand name or common name, and chemical name, which may alter or affect a drug test as listed by the Department of Health and Rehabilitative Services and *Florida Statutes* Chapter 440.102 (a):

- I. Alcohol. All liquid medications containing ethyl alcohol (ethanol). Please read the label for alcohol content. As an example, Vick's Nyquil is 25 per cent (50 proof) ethyl alcohol, Comtrex is 20 per cent (40 proof), Contact Severe Cold Formula Night Strength is 25 per cent (50 proof), and Listerine is 26.9 per cent (54 proof).
- II. Amphetamines. Obetrol, Biphetamine, Desoxyn, Dexedrine, Didrex.
- III. Cannabinoids. Marinol (Dronabinol, THC).
- IV. Cocaine. Cocaine HCl Topical Solution (Roxanne).
- V. Phencyclidine. Not legal by prescription.
- VI. Methaqualone. Not legal by prescription.

- VII. Opiates. Paregoric, Parepectolin, Donnagel PG, Morphine, Tylenol with Codeine, Empirin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guaiatuss AC, Novahistine DH, Novahistine Expectorant, Dilaudid (Hydromorphone), M-S Contin and Roxanol (morphine sulfate), Percodan, Vicodin, etc.
- VIII. Barbiturates. Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotunate, Fiorinal, Fioricet, Esgic, Butisol, Mebaral, Butabarbital, Butabital, Phrenilin, Triad, etc.
- IX. Benzodiazepines. Ativan, Azene, Clonopin, Dalmane, Diazepam, Halcion, Librium, Poxipam, Restoril, Serax, Tranxzone, Valium, Verstran, Xanax.
- X. Methadone. Dolophine, Methadose.
- XI. Propoxyphene. Darvocet, Darvon N, Dolene, etc.
- XII. Hallucinogens. L.S.D., Payote, etc.
- XIII. Synthetic Narcotics.
- XIV. Designer Drugs

Section 5 - Privacy in Drug Testing

Urine samples shall be provided in a private restroom stall or similar enclosure so that employees and applicants may not be viewed while providing the sample. Bags, briefcases, purses and other containers may not be carried into the test area. The water in the commode shall be colored with dye to protect against dilution of test samples.

Section 6 - Drug Testing for Applicants

A drug test will be given to all job applicant finalists for safety sensitive positions, [which is defined in Section 440.102, Florida Statutes](#) as a part of the pre-employment physical examination prior to hiring. A refusal to take the drug test will disqualify the applicant from further consideration for hiring.

Job applicants and employees have the right to consult the medical review officer or testing laboratory for technical information regarding prescription and non-prescription medication.

Job applicants will no longer be considered for employment if their test results have been confirmed positive by the medical review officer subject to the review procedures contained herein.

Section 7 - Current Employee Testing

(a) Testing for Reasonable Suspicion

The City may require a current City employee to undergo drug testing and alcohol

testing if there is reasonable suspicion that the employee is under the influence of drugs or alcohol during work hours. "Reasonable suspicion" means an articulatable belief based on specific facts and reasonable inferences drawn from those facts that an employee is under the influence of drugs or alcohol. Circumstances which constitute a basis for determining "reasonable suspicion" may include, but are not limited to:

A pattern of abnormal or erratic behavior or a significant deterioration in work performance,

Information provided by a reliable and credible source,

A work-related accident, that the employee has caused or contributed to, Direct observation of drug or alcohol use,

A report of drug use, provided by a reliable and credible source, which has been independently corroborated,

Presence of the physical symptoms of drug and alcohol use (i.e., glassy or bloodshot eyes, alcohol or marijuana odor on breath, slurred speech, poor coordination and/or reflexes),

Increased absenteeism,

Substandard work,

Increased disciplinary incidents,

Deteriorating work relationships,

Increased inattentiveness and absentmindedness,

Increased hostility toward the public or other employees, Frequent need for work breaks,

Evidence that an individual has tampered with a drug test during his employment with the City,

Evidence that an employee has used, possessed, sold, solicited or transferred drugs while working or while on City premises or while operating City vehicles, machinery or equipment, and/or

Mood swings.

Where testing is based upon reasonable suspicion, supervisors are required to detail in writing on the form available in the Human Resources Department the specific facts, symptoms or observations which formed the basis for their determination that reasonable suspicion existed to warrant the testing of an employee. If the Department Head/Director concurs that sufficient suspicion exists to warrant testing, he/she shall submit his/her findings to the [Chief Human Resources Officer/Director of](#)

[Human Resources and Risk Management](#) and a drug test shall be given. If the ~~Chief Human Resources Office~~[Director of Human Resources and Risk Management](#) is not available, findings may be submitted to the City Manager, ~~Acting Assistant~~ City Manager or Risk ~~Manager~~[Benefits Officer](#), in that order.

(b) Testing for Cause

Moving-Vehicle and Non-Moving Vehicle Accident - If an employee causes or contributes to the cause of an accident that results in damage to the City's and/or member of the public's property, the employee must submit to a drug test. Following the drug test, if not under the influence of any controlled substance, the employee may return to work. In all situations, the accident must be immediately reported by the employee to his/her supervisor.

On-Duty Injury – If an employee suffers an injury, while on-duty, he/she must submit to a drug test. The employee will be provided an authorization form to take to the testing facility. Upon becoming aware of the injury, the employee must immediately report to his/her supervisor.

(c) Routine Fitness for Duty

An employee will submit to a drug test if the test is conducted as a part of routinely scheduled employee fitness-for-duty medical examination that is part of the City's established policy or that is scheduled routinely for all members of an employment classification or group, and approved as a prerequisite by the City.

(d) Random Drug Testing

In addition to employees who are required to submit to random drug testing to be in compliance with state and/or federal regulations, random drug testing will also be conducted for any employees holding mandatory-testing positions as defined in Section 440.102 Florida Statutes.

The City will have a program of random drug testing utilizing a computer-based program that will randomly select employees with no greater frequency than on a monthly basis. No employee shall be randomly tested in excess of three times in any calendar year, except as may be required in accordance with applicable law. The City shall notify the supervisor of each employee selected for random testing. The supervisor shall be responsible for ensuring that the employee is immediately taken to the testing site. Random testing will be limited to urine and/or breath analysis.

(e) Additional Testing

Additional testing may also be conducted as required by applicable state or federal laws, rules, or regulations and as set forth herein or permitted by Section 440.102, Florida Statutes.

(f) Refusal to Test

Employees who refuse to submit to an alcohol and/or other drug test may forfeit their

eligibility for all workers' compensation medical and indemnity benefits. Refusal to submit to an alcohol and/or other drug test will be considered a violation of a lawful and reasonable regulation or order and insubordination. As such it shall result in separation from the City service.

(g) Employee Status After Test

Following a drug test for reasonable suspicion, accident or injury, the employee cannot return to work until the City receives and reviews the results of the drug test. If the test is negative, the employee shall receive regular salary for hours of work lost.

Job applicants and employees have the right to consult the testing laboratory for technical information regarding prescription and non-prescription medication.

Section 8 - Voluntary Identification

No disciplinary action shall be taken against employees who voluntarily identify themselves as drug users or alcohol abusers, obtain counseling and rehabilitation through the City's Employee Assistance Program ([Phone:800-624-5544](tel:800-624-5544)) and thereafter refrain from violating the City's policy on drug and alcohol abuse. The Employee Assistance Program can give information as to other local alcohol and drug rehabilitation programs. However, to be exempt from such disciplinary action the employee must seek counseling and rehabilitation and notify the City of such counseling prior to being asked to take a drug test.

Section 9 - Education

The City shall conduct an annual education program to alert its employees to the dangers of the abuse of drugs and alcohol, the effects of drug and alcohol abuse on job performance and the consequences of such abuse in the workplace.

Section 10 - Collective Bargaining Agreement

The City's collective bargaining agreement with IUPAT contains the City's Drug Free Work Place Policy [by reference](#) and falls under the jurisdiction of PERC (Public Employees Relations Commission) and its appeal procedures.

Article 17 - Uniforms and Equipment

Section 1 - Cleaning

The City will provide and pay for the cleaning of uniforms for those regular full-time and regular part-time employees required by the City to wear uniforms on the job. Where the City requires employees to wear safety shoes, the City will provide such safety shoes to the employees via the issuance of an annual allowance of \$150 to cover the purchase of said safety shoes. The bargaining unit member shall be on active duty at the time of payment, (i.e., not on any type of paid or unpaid leave-of absence), in order to receive payment. If a newly-hired bargaining unit member's position requires safety shoes, the newly hired bargaining unit member will be issued a \$150 in their first check to cover the purchase of said safety shoes.

Section 2 - Responsibility for Return

Upon termination of employment, the employee shall return to the City all uniforms, tools and equipment assigned to him/her in the same condition they were in at the time the employee received them, normal wear and tear excepted. If the employee fails to return any item, or if he/she returns any item in a damaged condition due to causes other than normal wear and tear, the cost of repair or replacement of the item shall be deducted from the employee's final pay check.

Section 3 - Sunglasses

The City agrees to provide 100% UV-protected sunglasses to all full-time ocean rescue personnel via the issuance of an annual allowance of \$100 to cover the purchase of sunglasses. The bargaining unit member shall be on active duty at the time of payment, (i.e., not on any type of paid or unpaid leave-of absence), in order to receive payment. If a newly-hired bargaining unit member's position requires sunglasses, the newly hired bargaining unit member will be issued a \$100 in their first check to cover the purchase.

Section 4 - Repair or Replacement

The City agrees to repair or replace shoes, prescription glasses, contact lenses or dentures which become damaged or lost through no fault of the employee while the employee is acting in the performance of his/her duties and provided that all safety procedures have been adhered to by the employee. Personal items such as jewelry, personal cell phones, sunglasses, etc., are not covered. Personal watches will be covered up to a maximum of \$50.00.

The employee is required to notify his/her supervisor of the loss or damage immediately, or as soon as possible during the same workday. A Damage, Loss or Theft report must be filled out and signed by the supervisor, and a receipt for the replacement or repair of the item must be attached.

Article 18 - Safety and Health

Section 1 - Accident Review Team (ART)

(a) Once each calendar quarter, the City's Human Resources Department shall convene a meeting of the Accident Review Team (ART), during which members of the team shall receive information regarding any at-fault accident involving a City employee during the immediately preceding three (3) month period.

(b) The purpose of the ART shall be to review the at-fault accidents that occurred, to discuss the information provided, and to provide the Human Resources Department with recommendations regarding how to avoid such accidents in the future.

(c) The ART shall consist of a Human Resources Department representative, up to four Management representatives and up to five IUPAT representatives.

Section 2 - Safety and Health

The City will make reasonable provision for the safety and health of its employees during hours of employment. The City will comply with all Federal, State and local laws regarding safety and working conditions. The safety standards to be applied are those contained in Federal OSHA 29 CFR 1910. Where unsafe and sub-standard conditions exist, the City will correct them to the best of its ability.

Section 3 - Safety Issue for Ocean Rescue

The City agrees to provide ocean rescue personnel, full-time and part-time, with sunblock, bathing suits, short sleeve T-shirts, long sleeve T-shirts, jackets, sweat suits, and tank-top shirts. The City will not require lifeguards to wear UV rated shirts at all times, providing IUPAT would not require an annual mandatory skin cancer screening for all regular, full-time ocean rescue personnel.

Article 19 - In-Service Training and Educational Reimbursement

Section 1 - Payment for Training

All regular full-time employees required by the City to attend any training and/or health and safety program shall be compensated at their regular rate of pay for the length of time they are required to attend such program and pay for the training.

Section 2 - Training Provisions

The City will make a reasonable effort to give equal opportunity for training to all regular full-time employees in a job classification in the same division. Priority shall be given to seniority by division, by job classification and then to equally distributing training opportunities.

Any training offered or provided by the City shall be made available first on a seniority by division and job classification basis. For example, training pertaining to Maintenance Workers I in the Parks Maintenance Division shall be made available first to the employee who has held the position of Maintenance Worker I in the Parks Maintenance Division for the longest period of time. If such training is optional on the part of the employee and if an employee declines the offered training, it shall then be offered to the next most senior Maintenance Worker I in the Parks Maintenance Division and so on down the line until the available slots for a particular in-service training session have been filled. The next opportunity for training pertaining to Maintenance Worker I in the Parks Maintenance Division shall be offered first to the most senior Maintenance Worker I in the Parks Maintenance Division who has not yet had such training.

One exception to the above is when such training is specific to an individual's work task or specific training needs. In such case, an individual might be referred for training without regard to seniority.

Section 3 - Payment for Certification

Regular full-time employees who obtain one or more certifications preferred in the job description for his/her position shall receive a one (1) time \$500.00 payment. Each

employee shall be limited to only one (1) payment and regular full-time employees who received payment under this provision prior to the ratification of this Agreement are not eligible for another payment under this provision.

Section 4 - ASE Certification

Mechanics who obtain and maintain all ASE certifications required in their job description, shall receive an additional \$10.00 per pay period. Mechanics who obtain and maintain a Master ASE certificate shall receive an additional \$15.00 per pay period.

Section 5 - EMT Certification

Full-time Ocean Lifeguards who obtain and maintain EMT certification shall receive a 5% increase over their base pay.

Section 6 – Educational Reimbursement

All IUPAT employees are eligible to receive educational reimbursement for undergraduate and graduate coursework according to the following criteria and schedule of benefits. The Tuition Reimbursement Program pertains to training and educational courses taken voluntarily by the employee. Course or training that the employee is required to attend by the City will not be funded through this program. This program is not meant to replace existing funding mechanisms for departmental certifications and trainings that are already being subsidized by the City.

1: Budgetary Process

- a) The list of projections will be used to assist in determining the budget allocation for the program but does not dictate the level of funding.

2: Eligibility

- a) All regular full-time employees who have completed a minimum of one year of continuous service are eligible to participate in the City's Tuition Reimbursement Program.
- b) Employees currently receiving any tuition reimbursement from another funding source, such as scholarships, Veteran's Administration or Federal/State grants, are not eligible to receive education assistance from the City.
- c) Reimbursements for educational expenses will be considered for courses completed at a college, university, community college, trade/vocational school, or professional institution that has been accredited by the Southern Association of Colleges and Schools, or another national or regional accrediting agency recognized by the U.S. Secretary of Education, as listed at <http://ope.ed.gov/accreditation>. By completing the required form and participating in this program, the employee is affirming that he/she is not receiving any other benefit from an outside source.
- d) The course of instruction or degree sought must be one that, in the judgment of the Department Director and the Department of Human Resources, directly relates to

the employee's current position, a similar City position, or to a higher-level position within the City to which the employee could reasonably aspire through promotion, subject to limitations in Section 2(f).

- e) Employees may request approval for undergraduate or graduate level tuition reimbursement courses, not to exceed 2 classes per semester, up to 3 credit hours per class (four hours for courses with a laboratory, for a maximum of five (5) classes per fiscal year). Doctorate programs are not included in this program and are therefore not reimbursable. The amount of reimbursement will be based on the employee's grade in each course, as provided in section 6 of this article.
- f) Courses that are not directly related to an employee's current position but are a requirement of a degree program may be eligible for reimbursement if the degree being sought relates to employment with the City as defined in section 2(d).
- g) Employees must be in good standing to be eligible. For purposes of this Article, good standing shall be defined as an employee who has not received any formal discipline, a performance improvement plan or an unsatisfactory performance evaluation within the last 6 months.
- h) Termination of employment, for any reason, prior to completion of course(s) will make the employee ineligible for tuition reimbursement.
- i) If an employee terminates from the City within two years from the completion of course(s), the City will deduct from the employee's final paycheck the full tuition assistance amount received within the final two years of employment. In the event that the employee's final paycheck is less than the amount reimbursed and employee fails to reimburse the City within 30 days, the City shall pursue such means as may be necessary to recover the full amount. In the event the services of an attorney are required to collect the unrecovered amount, such attorney fees and court costs shall be added to the reimbursement owed to the City.

Section 3: Reimbursement Amount

- a. An employee enrolling in an approved degree program shall be eligible for reimbursement at the rate per course not to exceed the rate established by the Florida Atlantic University for a Bachelor's degree program or Broward Community College for an Associate's degree program at the time of the employee's course enrollment. This reimbursement amount shall apply regardless of the employee's election to attend a private education institution.
- b. The reimbursement schedule for undergraduate coursework will be based on grades received by the employee as follows:
 - 100% for a grade of "A"
 - 90% for a grade of "B"
 - 75% for a grade of "C"

The City will not provide any amount of tuition reimbursement if the employee earns a grade of "D," "F" or receives an "Incomplete" mark. Pass/Fail courses within a degree program are not eligible for reimbursement.

Master's Degree program will only be reimbursed for an "A" grade.

- c. The City will provide reimbursement up to a maximum of \$5,250.00 per tax (calendar) year based on current federal taxation requirements and limits, or as may be modified in future years. Reimbursements to an employee in excess of IRS limits creates tax liability for the employee.
- d. Employees are eligible for a maximum of one degree at each level (Associates, Bachelors, Masters)
- e. Books and required laboratory fees are eligible for reimbursement but shall be limited to \$250 per semester and are subject to the employee earning a grade of A, B or C in the course. All other expenses, including but not limited to, those for parking, supplies or nonlaboratory fees, are the employee's responsibility and are not eligible for reimbursement.

Section 4: Reimbursement Process

- a. After completion of classes, the employee shall send a completed copy of the Tuition Reimbursement Certification form, including required documents to the Department of Human Resources within thirty (30) days. The Tuition Reimbursement Certification form is attached hereto and incorporated herein. The employee shall also disclose and provide documents showing all financial aid (including, but not limited to, scholarships, grants, stipends, waivers, discounts, fellowships, military and veterans' benefits) and other non-refundable financial aid received by the employee used to pay tuition and other costs. The combined total of the employee's financial aid and the City's reimbursement to the employee shall not exceed 100% of the tuition and eligible costs and fees. The reimbursement may be reduced to satisfy this rule.

Administrative operation procedures pertaining to the Tuition Reimbursement Program may be amended by the City Manager from time to time as appropriate.

This program is an additional benefit for employees to further their education, but it should not be construed as an inducement or requirement that employees must seek additional education. No additional benefit, promotion, salary increase, or other consideration is offered nor should be construed to be offered, unless specifically given in writing to the employee by the City Manager.

Article 20 - Performance Evaluations

Section 1 - Performance Evaluations

~~The City agrees that, for fiscal year 2021, any and all employee performance evaluations shall not include the use of Section 1—Job Related Traits on the form. As such, only section 2—Development & Comments shall be completed. This provision applies to regular full-time and regular part-time employees (though the City may use different evaluation forms).~~

All bargaining unit employees will receive a written evaluation from their Department each

year using the form provided in Appendix G of this Agreement. Employees will be evaluated on their performance and expected to meet only performance standards as defined in their position description. All such performance standards will be job-related.

A bargaining unit employee who does not meet performance standards in their overall rating will be denied merit increase. A bargaining unit employee who is satisfactorily meeting their performance standards will receive a merit increase in accordance with Appendix G.

All bargaining unit employees, however, will be granted a pre-evaluation meeting on or around six (6) months into their respective evaluation period. At the pre-evaluation meeting, employees will receive one of the following notifications by their supervisors: not meeting the performance standards, satisfactorily meeting performance standards, or exceeding the performance standards. Depending on the circumstances, the supervisor will detail the area(s) to be corrected prior to the receipt of their annual performance evaluation.

Section 2 – Probationary Performance Evaluation Revised Program

Probationary bargaining unit employees will be evaluated on a more frequent basis. For the probationary period, employees will be periodically evaluated using the form provided in Appendix G during the six (6) month initial orientation period from date-of-hire. Promoted bargaining unit employees will be evaluated using the form provided in Appendix G during their six (6) month promotional orientation period.

It is specifically understood by IUPAT and the City that any significant revisions to the performance evaluation program shall be subject to collective bargaining. Negotiations on a revised program shall commence in fiscal year 2021.

Article 21 - Employee Discipline

Section 1 - Employee Discipline

- (a) High standards of conduct are expected of employees in order to preserve the City's reputation and to insure an equitable, safe and productive work environment.
- (b) Employee Discipline shall be for Just Cause.
- (c) Employees shall be allowed the presence and representation of an IUPAT Chief Steward or Stewards during: (1) any investigatory meeting which may result in employee discipline; and (2) any meeting in which employee discipline is imposed.

If City specifically calls a meeting for the purpose of investigation or the imposition of discipline, the City shall apprise an employee of his/her rights under this Section prior to the start of the meeting.

- (d) For purposes of this Agreement, employee discipline shall be limited to the following personnel actions: Documented Oral Reprimand; Written Reprimand; Suspension Without Pay; Demotion; and termination from employment.
- (e) Generally, the City will follow a Corrective Discipline System (hereinafter referred to as the CDS) whereby less severe forms of discipline are issued prior to the imposition of more severe forms of discipline when an employee fails to correct his/her work-related performance and/or conduct after being given a reasonable opportunity to do so.

The CDS shall consist of the following steps:

Oral Counseling

A Supervisor shall notify an employee regarding any work-related performance and/or conduct issues and shall inform the employee of the Supervisor's specific expectations for improvement. Counseling shall not be considered employee discipline.

Documented Oral Reprimand

If the work-related performance and/or conduct issues continue, the Supervisor shall issue an Oral Reprimand. The reprimand shall be documented by a written memorandum indicating the date on which the Oral Reprimand was issued, the issue(s) that were addressed, and the Supervisor's expectations for improvement.

Written Reprimand

If the work-related performance and/or conduct issues continue, the Supervisor shall issue a Written Reprimand. The reprimand shall be documented by a written memorandum indicating the date on which the Written Reprimand was issued, the issue(s) that were addressed, and the Supervisor's expectations for improvement.

Suspension Without Pay

If the work-related performance and/or conduct issues continue, the Supervisor shall meet with his/her Department Director to discuss a Suspension Without Pay. Provided the Department Director is in agreement, a Suspension Without Pay shall be documented by a written memorandum indicating the date on which the suspension was issued, the issue(s) that were addressed, and the Department's expectations for improvement. The written memorandum shall also include the number of days for which the employee is being suspended without pay and the dates of such suspension.

Demotion or Termination

If the work-related performance and/or conduct issues continue, the Department Director shall contact the Human Resources Department and submit a written memorandum recommending that the City Manager terminate the employee from employment with the City.

A copy of the written memorandum shall also be given to the employee and IUPAT. Upon his/her receipt of the Department ~~Head~~/Director's recommendation, the employee shall be placed on Administrative Leave With Pay until the City's Manager's action on such recommendation.

An employee recommended for Demotion or Termination from employment shall be entitled to a meeting with the City Manager prior to the City Manager's action on the recommendation, provided that the employee requests such meeting in writing that is received by the City Manager's Office no later than three (3) work days after the employee's receipt of the Department ~~Head~~/Director's recommendation.

If the employee does not request a meeting with the City Manager within three (3) work days, the employee's right to a predetermination meeting shall be considered waived.

During his/her meeting with the City Manager, the employee (or any representative of the employee's choice) shall present whatever information the employee wishes to be considered by the City Manager before taking any action on the Department ~~Head~~/Director's recommendation.

The City Manager's decision regarding the Department Director's recommendation shall be final.

Section 2 - Grounds for Employee Discipline

The following shall be deemed sufficient/just cause for employee discipline:

- (a) Being charged with a felony (with right of City to suspend employee without pay until the charge(s) has/have been resolved).
- (b) Violations of safety rules and practices.
- (c) Has violated any lawful and reasonable regulation or order or failed to obey any lawful or reasonable direction made and given by a superior.
- (d) Violation of the City's Drug Policy as described in Article 16 of this Agreement.
- (e) Has contracted some mental or physical ailment or defect which incapacitates him/her for usefulness in the present job.
- (f) Concerted curtailment or restriction of production or interference with work in or about the City's property, including, but not limited to, instigating, leading or participating in any walkout, strike, sit-down, slowdown or refusal to return to work at the scheduled time for the scheduled shift.
- (g) Has been guilty of acts which amount to insubordination or of disgraceful conduct.
- (h) Has been offensive in conduct or language toward the public, toward City officials or toward other employees.
- (i) Misappropriation, misuse or unauthorized use of City equipment, tools, funds, machines, etc.
- (j) Falsification or significant omissions of personal or City records verbally or in writing, including employment applications, accident records, work records, purchase orders, time sheets or any other report or record.
- (k) Incompetence, inefficiency or repeated neglect of assigned duties.
- (l) Has been incompetent, negligent or inefficient to such an extent that the employee's performance evaluations fall below a reasonable standard.
- (m) Has used, or threatened to use, or attempted to use political influence in securing promotion, leave of absence, transfer or change of class, pay, or character of work.

- (n) Has been habitually tardy or absent from duty.
- (o) Unauthorized absence from duty.
- (p) Violation of the State of Florida Ethics Law.
- (q) That the employee is antagonistic in his attitude toward supervisory or fellow employees, criticizing orders or rules issued and policies adopted by his superiors or so conducts himself as to interfere with the proper coordination of the employees of the City to the detriment of efficient public service.
- (r) Violating internal departmental rules and regulations that have been posted or which the employee has received a copy.
- (s) Vending, soliciting or collecting contributions for any purpose whatsoever at any time on City premises unless authorized by the Department Head/Director or City Manager.
- (t) Making or publishing of false, vicious or malicious statements concerning any employee, supervisor, the City or its operation.
- (u) Suspension or revocation of valid driver's license required for job performance.
- (v) Operating any City vehicle or equipment without a valid Florida driver's license and/or certification or with wrong endorsements required by law for that vehicle.
- (w) Misuse of City property or neglect with respect to City property.
- (x) Quitting work, wasting time, loitering, or leaving assigned work area during working hours without permission.
- (y) Taking more than the allotted time for meals or break periods.
- (z) Engaging in gambling, lottery, or any other game of chance at City work stations at any time.
- ~~(v)~~(aa) Failing to report to a supervisor or department Director a request for information or receipt of a subpoena for a matter relating to City business.
- ~~(w)~~(bb) Knowingly reporting for work with a serious communicable disease.
- ~~(x)~~(cc) Discussing with members of the City Commission matters relating to an employee's employment status. The employees covered by this agreement shall not have their legal right to engage or communicate with elected official in their capacity as City residents.
- ~~(y)~~(dd) Unauthorized use, possession or display of firearms, explosives or weapons on City property.
- ~~(z)~~(ee) Theft of or removal without proper authorization of any City property or property of

any employee or other person.

~~(aa)~~(ff) Unauthorized absence from work for a consecutive period of three (3) days or three (3) assigned shifts. (i.e., abandonment of position).

~~(bb)~~(gg) Unauthorized absence by Emergency Support personnel during a declared emergency.

(hh) Sleeping or hiding during duty hours.

(ii) Failure to work special hours or special shifts, after being scheduled according to overtime, callback or on-call duty policies.

(ij) Knowingly making false statements during an administrative investigation or hearing, and/or refusing to cooperate.

(kk) Failing to report a personal injury or accident in which the employee was involved while on the job.

Section 3 - Exception regarding Serious Misconduct

Nothing contained in this Article shall be interpreted to preclude the City from issuing, and the City hereby expressly reserves the right to issue, appropriate employee discipline up to, and including, termination from employment in response to a first occurrence of sufficiently egregious misconduct by an employee.

Section 4 - Miscellaneous Provisions regarding Employee Discipline

- (a) Documented Oral Reprimands, Written Reprimands, and Suspensions Without Pay shall not be used as the basis for taking the next step of employee discipline after two (2) calendar years from the date of such discipline.
- (b) In considering employee discipline at any step of the CDS, the City shall consider an employee's work record and length of service with the City, as well as the seriousness of the issues being disciplined.

Article 22 - Hours of Work and Overtime

Section 1 - Hours of Work

The normal working hours per one-week work cycle for regular full-time employees shall be forty (40) hours which shall exclude any time for meal periods. The hours of work scheduled per day shall be as required and set by the Department Director. All meal periods shall be non-compensated time except as otherwise approved by the Department Director. This Article applies only to regular full-time employees.

Section 2 - Schedule Changes

It is recognized and understood that deviations from the foregoing normal schedules of work will be necessary and will unavoidably result from several causes, such as but not limited to: rotation of shifts, vacation, leaves of absence, weekend and holiday duty, absenteeism, employee requests, temporary shortage of personnel and emergencies. No such deviation shall be considered a violation of this Contract.

Section 3 - Payment of Overtime / Use of Compensatory Time

(a) The City agrees to pay overtime at the rate of time-and-a-half (1-1/2) based on a seven (7) day, forty (40) hour work cycle. The work cycle shall coincide with the weekly pay periods which run from 12:00 midnight on Saturday through 11:59 p.m. on Friday.

(b) Paid Holiday hours and paid Vacation/Annual Leave hours shall be considered as time worked for purposes of computing overtime. All other leave hours, whether paid or unpaid, shall not be considered as time worked for purposes of computing overtime.

~~(b)~~(c) Compensatory Time may be given to employees in lieu of the payment of overtime. The accumulation and use of Compensatory Time shall be in accordance with the Fair Labor Standards Act [FLSA]. The accumulation of Compensatory Time shall be capped at eighty (80) hours.

~~(c)~~(d) Employee requests to use Compensatory Time shall not be unreasonably denied, i.e., as long as the time off would not unduly disrupt the operations of any City Department.

~~(d)~~(e) Accrued Compensatory Time shall be cashed out: 1) in advance of any change in an employee's hourly rate of pay; and (2) upon an employee's separation from service.

Section 4 - Rest Breaks

Rest breaks, where applicable, excluding unpaid meal periods, will be determined by the Department Director, taking into consideration the nature of the work performed, the place of the work and environmental conditions. Rest breaks shall be paid for at the employee's regular rate and shall not result in lengthening his/her regular day.

Section 5 - Emergency Recall

When emergencies require that members of the bargaining unit are recalled for duty during their off-duty time (not including work which causes a member to extend his regular shift), they shall be compensated for actual time worked, but not less than two (2) hours at the overtime rate. If an employee is called out again within two hours of the time they were initially called out, they shall receive no additional minimum pay guarantee.

Section 6 - Stand-by Pay

Employees in stand-by status will be provided with one hour of straight time pay for every 24-hour period they are assigned to stand-by status. Employees must be available and ready to report to work to receive stand-by pay. Employees must record their time worked in the same manner as used to report during regular reporting hours.

An employee who is on stand-by status and is called in pursuant to Section 5 above shall receive both stand-by pay and emergency recall pay.

An employee on stand-by must not consume alcohol or take medication/drugs which could impact their ability to respond or perform work.

Should an employee take a call while on stand-by that requires the employee to report to work workplace, it is expected that the employee will arrive at work within a reasonable time of being called out.

Stand-by pay only applies to the Parks Maintenance Division, ~~the Capital Projects and Facilities Management Division~~, and the Environmental Services Department.

Section 7 - Computation of Overtime

~~Paid Holiday hours and paid Vacation/Annual Leave hours shall be considered as time worked for purposes of computing overtime. All other leave hours, whether paid or unpaid, shall not be considered as time worked for purposes of computing overtime.~~

Article 23 - Insurance

Section 1 - Life Insurance

The City agrees to provide a natural death benefit life insurance of 100% of an employee's annual salary rounded to the nearest one thousand dollars (\$1,000.00) to regular full-time employees. Said insurance shall have a double death benefit in case of accidental death subject to the limitations of the policy.

Section 2 - ~~Medical Health Insurance~~

(a) Medical

Effective January 1, 2022 ~~through December 31, 2022~~, the City shall provide all bargaining unit employees with three different health plan options. Attached as Appendix C, ~~Table 1, is~~ a chart containing the options and the premiums associated with each such option ~~for the 2022 plan year~~.

Effective January 1, 2023, the City shall continue to provide all bargaining unit employees with three different health plan options, but the premiums associated with each such option shall be based on a cost share percentage reflected in the third column in Appendix C, Table 2. Since the employer and employee combined monthly cost, as identified in the fourth column in Appendix C, Table 2, is based on projections made in June each year, such amounts will be provided to the IUPAT's Chairperson no later than July each year. Applying the cost share percentage in the third column to the combined monthly cost, the premiums will be calculated accordingly and distributed to the employees no later than November 2022. For each year thereafter, the City will use the same method to calculate premiums associated with each option and follow the same timing regarding notices.

(a)(b) Dental

Effective January 1, 2021~~2~~, the City shall provide all bargaining unit employees with dental insurance as outlined in Appendix D, Table 1. Effective January 1, 2023, the City shall continue to provide all bargaining unit employees with dental insurance, but the premiums associated with the benefit shall be based on a cost share percentage reflected in the third

column in Appendix D, Table 2. Since the employer and employee combined monthly cost, as identified in the fourth column in Appendix D, Table 2, is based on projections made in June each year, such amounts will be provided to the IUPAT's Chairperson no later than July each year. Applying the cost share percentage in the third column to the combined monthly cost, the premiums will be calculated accordingly and distributed to the employees no later than November 2022. For each year thereafter, the City will use the same method to calculate premiums associated with each option and follow the same timing regarding notices.

(b)(c) Vision

Effective January 1, 2024, the City shall provide all bargaining unit employees with vision insurance as outlined in Appendix E, Table 2. Effective January 1, 2023, the City shall continue to provide all bargaining unit employees with vision insurance, but the premiums associated with the benefit shall be based on a cost share percentage reflected in the third column in Appendix E, Table 2. Since the employer and employee combined monthly cost, as identified in the fourth column in Appendix E, Table 2, is based on projections made in June each year, such amounts will be provided to the IUPAT's Chairperson no later than July each year. Applying the cost share percentage in the third column to the combined monthly cost, the premiums will be calculated accordingly and distributed to the employees no later than November 2022. For each year thereafter, the City will use the same method to calculate premiums associated with each option and follow the same timing regarding notices.

(c)(d) Retiree Health

Upon retirement, the City will pay the cost of the medical insurance premium for employees who were hired prior to October 1, 2002 and have worked full-time for the City for at least ten (10) years, equivalent to what all other employees receive, when a member begins receiving early retirement or full retirement immediately upon separation from the City. Employees hired after October 1, 2002 will receive a monthly stipend of \$12.50 for each year of service towards the cost of the individual coverage upon retirement. The cost of dependent coverage will be paid 100% by the retiree.

This benefit continues until the member becomes eligible for Medicare, Medicaid, or TEFRA. This benefit is also given to any employee who has worked full-time for the City for at least ten (10) years and is collecting long-term disability payments from a City pension plan or through a City owned insurance policy but is not eligible to retire and collect retirement income. This benefit is stopped if said individual is no longer in a long-term disability status and is not yet eligible to retire and collect retirement income.

(e) Insurance Opt-Out

Any employee wishing to opt out of the health insurance coverage provided by the City must provide the City with proof of health insurance coverage elsewhere. Employees with health insurance coverage elsewhere will be paid an amount equivalent to 50% of the City's monthly cost of individual health insurance coverage.

Section 3 - Long Term Disability

Long term disability insurance for all regular full-time employees will be purchased by the City. However, the City will continue to pay the same dollar amount toward the long-term disability premium that the City was paying on September 30, 1996.

The benefits of the long-term disability insurance are 60 per cent of the employee's annual base salary paid until the employee reaches 65 years of age [or, if applicable, the later of the Social Security Normal Retirement Age \(SSNRA\) or the Maximum Benefit Period as detailed in the disability insurance policy. See the disability benefits policy document for more information.](#)

The benefits of long-term disability insurance begin after six months of disability. To assure full benefits, a disability claim should be filed as soon as the disability begins or as soon as possible thereafter. The employee should not wait until the six months is almost up before filing.

Article 24 - Leaves of Absence

Section 1 - General Provisions

All regular full-time employees shall be eligible to receive the following leave benefits as outlined. Those employees in a provisional emergency, part-time or temporary status shall be eligible only for those benefits required by federal and/or state law or contracts or those benefits approved by the City Manager.

Section 2 - Sick Leave

(a) Definition

Sick leave may be granted for the following purposes, subject to the approval of the Department Director:

- (1) Personal injury or illness not connected with work or exposure to a contagious disease which would endanger others.
- (2) Personal medical, dental and optical appointments.
- (3) Pregnancy and maternity leave.
- (4) Absence due to a serious illness, injury or operation requiring hospitalization or confinement at home under physician's direction of spouse or dependent members of the employee's household and members of the immediate family as defined. Granting of this particular leave shall be at the discretion of the Department ~~Head~~ Director with the approval of the City Manager and shall be strictly controlled. Upon request of the Department Director, the employee shall be required to furnish a physician's statement to the effect that the spouse or dependents need or needed the personal care and attention of the employee.

(b) Computation

- (1) Sick leave with pay shall be given at the rate of one (1) working day for each calendar month of completed service.
- (2) Sick leave may be accumulated to a maximum of 1500 hours.

- (3) The employee has two (2) choices as to how he uses his sick leave. They are as follows:

Choice 1 - Bank all unused sick leave each year until 1500 hours maximum is reached.

Choice 2 - Bank 48 hours (six days) unused sick leave each year and take cash payment for the balance.

Sick Leave Chart

Choice 1			Choice 2	
<u>Earn (Hours)</u>	<u>Use (Hours)</u>	<u>Bank (Hours)</u>	<u>Bank (Hours)</u>	<u>Pay (Hours)</u>
96	0	96	48	48
96	8	88	48	40
96	16	80	48	32
96	24	72	48	24
96	32	64	48	16
96	40	56	48	8
96	48	48	48	0
96	56	40	40	0
96	64	32	32	0
96	72	24	24	0
96	80	16	16	0
96	88	8	8	0
96	96	0	0	0

(c) Guidelines

- (1) Payments for unused sick leave as set forth in the foregoing shall be on the first bi-weekly pay date in December.
 - (2) Upon separation in good standing from the City with ten continuous years or more of regular, full-time service, retirement, early retirement or death, employees (or their beneficiaries, in case of death) may receive compensation at their ten regular pay rate for half of their full amount of accrued sick leave (up to 750 hours pay-out). Employees with less than ten years of employment will not be eligible for the pay-out of accrued sick leave, except if laid off. Laid off employees will be eligible for pay-out with or without ten years of service.
 - (3) Accumulated sick leave shall be credited once a month and sick leave shall not be paid in advance of being earned.
 - (4) Accumulated annual leave may be used as sick leave after all accumulated sick leave has been exhausted.
- (d) Sick Leave Donation – the parties agree to discontinue any past practice that may have existed regarding a Sick Leave Pool and, in lieu thereof, to provide for employee-to-employee donations of both Sick and Annual Leave upon approval of

the involved Department Director(s).

Section 3 - Annual Leave

(a) Definition

Annual leave may be granted for the following purposes subject to the approval of the Department Director.

- (1) Vacation leave.
- (2) Absence for transaction of personal business which cannot be conducted during off-duty hours.
- (3) Religious holidays other than those designated by these rules as holidays.
- (4) For uncovered portion of such leave, once such leave has been exhausted through illness.
- (5) Any absences from work not covered by other types of leave established.

(b) Computation

- (1) It is the intent of the City that employees take their accumulated annual leave following the annual period in which it was earned. No more than a maximum of two (2) years of annual leave (maximum determined by length of service) shall be carried over into subsequent anniversary periods.
- (2) Annual leave shall be accrued and taken on an annual basis in accordance with the following schedule:

Years of Service	Leave Accumulated Annually Hours	Maximum Accrual
less than 1 year	8 hours per month	
after 1 year through 4 years	96 hours per year	192
after 5 years through 9 years	112 hours per year	224
after 10 years through 14 years	136 hours per year	272
after 15 years	176 hours per year	352
<u>Years of Service</u>	<u>Leave Accumulated Annually Hours</u>	<u>Maximum Accrual</u>
<u>less than 1 year</u>	<u>8 hours per month</u>	
<u>after 1 year through 4 years</u>	<u>96 hours per year</u>	<u>192</u>
<u>after 5 years through 9 years</u>	<u>112 hours per year</u>	<u>224</u>
<u>after 10 years through 14 years</u>	<u>136 hours per year</u>	<u>272</u>
<u>after 15 years</u>	<u>176 hours per year</u>	<u>352</u>

- (3) Annual leave shall be accumulated on a pro-rated monthly basis and can be taken as accrued subject to Department Director discretion. Monthly accumulations shall be made after the last day of the last full pay period in the

month and before the last day of the subsequent pay period. Vacation usage shall be recorded at the end of the pay period during which it was used.

- (4) Annual leave shall not be approved for any employee who has not earned the requested number of days.
- (5) Employees, or their designated beneficiary, shall receive full payment for all accrued leave at the employee's current pay rate upon separation from the City.
- (6) In the event an employee is denied annual leave that would result in the forfeiture of future accrued annual leave hours because the employee's leave bank, at the time of the request, is at or near the maximum accrual, the employee will be temporarily allowed to accrue over the maximum. In such cases, the employee must use whatever hours are over the maximum within 60 days or those hours are forfeited.

Section 4 - Holiday Leave

The following 14 days shall be the days observed by all City employees as holidays and the one (1) personal leave day shall be taken at the employee's discretion with permission of the Department Director (once during each calendar year):

New Year's Day	Veteran's Day
Martin Luther King's Birthday	Thanksgiving
Presidents' Day	Day Following Thanksgiving
Memorial Day	Christmas
Juneteenth	Day Preceding or Following Christmas as Designated by City Manager
Independence Day	
Labor Day	Personal Day

- (a) Holidays falling on a Saturday shall be observed the preceding Friday. Holidays falling on a Sunday shall be observed the following Monday.
- (b) The Department ~~Head~~/Director may authorize one (1) day's loss of pay for any employee absent immediately prior to or after a holiday, where there is evidence of sick leave abuse.
- (c) If it becomes necessary for an employee to work on a holiday, the employee shall be given compensation in the form of one (1) extra day's pay or a rescheduled paid holiday at the discretion of the Department ~~Head~~/Director.

Section 5 - ~~Disability~~ Workers' Compensation Leave

An employee who, through no negligence on his/her part, sustains an injury or incurs an illness which arises out of and in the course of employment by the City of Deerfield Beach and under the Workers' Compensation laws of the State of Florida and requires absence from work shall be eligible for Occupational Disability Workers' Compensation Leave and compensation in accordance with *Florida Statutes* Chapter 440. Sick Leave accumulations shall be used in cases of negligence. All employees must report an on-

duty injury/illness, as well as their location, to their supervisor. An Employee Incident Report shall be submitted by the employee no later than 24 hours from the when the injury/incident occurred.

An employee who is granted ~~Occupational Disability~~Workers' Compensation Leave shall receive compensation at the current statutory rate at the time of injury/illness. As per the statute, the first seven (7) consecutive calendar days of being in a non-work status due to the injury or illness are not compensated; however, an employee may use his/her sick leave, or annual leave if sick leave has been depleted, during this seven (7) day period. After 21 consecutive days of being in a non-work status, the first seven (7) days will be compensated as workers' compensation pay and the employee's leave ~~adjusted-reimbursed~~ accordingly.

City's Director of Human Resources and Risk Management may approve or disapprove an employee's request for ~~Occupational Disability-Worker's Compensation~~ Leave payment after determining whether the injury or illness is compensable under *Florida Statutes* Chapter 440 and to insure no negligence or violation of safety rules and regulations contributed to the injury or illness. If a claim is denied, a copy of form DWC-12, Notice of Denial, will be filed with the Division of Workers' Compensation as required by *Florida Statutes* Chapter 440.20 and a copy sent to the Department ~~Head~~/Director, the employee, and the local IUPAT representative. In cases of negligence, an employee's ~~disability-workers'~~ compensation benefit shall be reduced by 25% as stipulated in *Florida Statutes* Chapter 440.09(5) which states "if injury is caused by the knowing refusal of the employee to use a safety appliance or observe a safety rule required by statute or lawfully adopted by the division, and brought prior to the accident to the employee's knowledge, or if injury is caused by the knowing refusal of the employee to use a safety appliance provided by the employer, the compensation as provided in this chapter shall be reduced by 25%." An employee may supplement this reduction with accumulated sick leave and annual leave to equal the employee's regular, straight time salary. After sick leave and vacation leave have expired, the employee shall receive only State mandated ~~disability-workers' compensation~~ payments.

In addition to the statutory compensation rate at the time of the injury or illness, the City will contribute a supplement that will continue salary to equal 100% of the employee's regular net earnings at the time of injury for a period of six (6) months or until the employee reaches maximum medical improvement (MMI) as determined by the authorized medical physician, whichever occurs first. The City Manager may, at his discretion, authorize up to an additional three (3) months of salary continuation for a total period not to exceed nine (9) months. The statutory workers' compensation benefits will continue for a maximum of 104 weeks from the date of injury or until MMI is reached.

During this period, employees who have been injured on the job and unable to perform his/her regular job duties ~~shall~~ may be assigned light duties that are within the restrictions stipulated by the attending physician. Every reasonable accommodation will be made to modify an injured employee's current job duties. However, the nature of certain positions and the needs of the City may not always accommodate this. This light duty temporary work assignment may or may not be in the ~~inured-injured~~ employee's regular assigned department. Human Resources shall monitor the employee's status in conjunction with the City's Managed Care State Board certified assigned case manager, the City Manager, the Department Director, and the Director of Human Resources and

Risk Management. Upon reaching MMI or at the end of six (6) months (nine [9] months with City Manager approval), whichever occurs first, should the employee be unable to return to his/her position at full duty, and no other position is available within the City, the employee shall be placed on pension (if eligible) or be terminated (or resign at the employee's discretion).

The duties and limitations of the disabled employee in order to receive Occupational Disability Leave payments are as follows:

- 1) the employee notifies his/her supervisor immediately upon the onset of symptoms of an injury or illness;
 - 2) the employee fully cooperates with the medical advice or corrective therapy of the medical representative as referred to in this Section;
 - 3) the employee shall comply with the light-duty policy as described in this Section;
 - 4) report to an authorized medical representative of the City periodically as the City may require; and
 - 5) the employee shall actively seek pension benefits and other benefits, if eligible, upon reaching MMI or at the end of six (6) months or nine (9) months with City Manager approval.
- 5)6) the employee fully cooperates with the Third-Party Administrator (TPA) and the claim adjuster assigned by the TPA.

Section 6 - Funeral Leave

The City shall grant funeral leave with pay not to exceed 40 hours per incident, with a maximum of two (2) incidents per calendar year to any full-time employee who has rendered satisfactory service with the City. Part-time employees will be granted funeral leave without pay for the same duration and number of incidents. This leave shall be granted upon request in the event of a death in the employee's immediate family.

The employee's immediate family shall be defined as the employee's spouse, son, daughter, father, mother, foster parent, step parent, grandparents, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandchild or any relative living in the same household.

~~If requested, t~~The employee shall be required to provide the Department Director with proof of death in family as defined before compensation is approved. Funeral leave shall not be charged to annual leave or sick leave. Extensions of the above-stipulated time may be granted by the ~~City Manager or designee~~Department Director. The employee's personal leave (vacation or sick) must be used for an approved extension.

Section 7 - Military Leave

In accordance with state law, Any employee who presents official orders requiring attendance for a period of training ~~or other active duty as a member of the United States Armed Forces, the Florida National Guard or the State of Florida Reserve may be who~~ is a commissioned reserve officer or reserve enlisted personnel in the United States military or naval service or a member of the National Guard is entitled to military leave of absence with pay for a period not to exceed 240 hours annually. Further, any employee who is a servicemember in the National Guard or a reserve component of the Armed

Forces of the United States shall be granted leave of absence to perform active military service, the first 30 days of any such leave of absence to be with full pay. Extended periods of military leave shall be governed by state and/or federal law.

Section 8 - Civil Leave

An employee shall be given reasonable time off without loss of pay when subpoenaed or summoned for jury duty or to appear before a public body or commission in connection with the employee's job duties and for the purpose of voting in local, state and national elections.

If excused and/or released from such service, the employee shall report for his regular employment, provided, however, that at least three (3) hours remain during the regular workday. The employee ~~may~~ shall be required to provide proof of such civil leave before compensation is approved by the Department Director. Leave for court attendance when the employee is engaged in personal litigation shall be charged to annual leave.

Section 9 - Leaves of Absence Without Pay

(a) Family & Medical Leave Act (FMLA)

In compliance with the Family and Medical Leave Act of 1993, eligible employees are entitled to up to 12 work weeks of unpaid leave for certain family and medical reasons in a rolling 12-month period measured backward from the date an employee uses any leave under this section during a 12-month period. Eligible employees are those who have been employed by the City for one year and have worked for at least 1,250 hours immediately preceding the commencement of the leave requested. ~~The employee must not have used all available FMLA leave in the 12 months preceding the date on which the requested leave will begin. A third party administrator (TPA) performs many of the City's administrative duties associated with FMLA. Therefore, employees are required to cooperate with, and abide by the directives made by, the TPA.~~

FMLA leave may be taken for any one or a combination of the following:

- 1) to care for the employee's child after birth;
- 2) the placement of a child with the employee for adoption or foster care;
- 3) to care for the employee's spouse, son, daughter or parent who has a serious health condition;
- 4) for the employee's own serious health condition which makes the employee unable to perform one or more the essential functions of the employee's job;
- 5) for qualified exigencies for an employee's spouse, son, daughter or patient who is a member of the Armed Forces on active duty or who is called to active duty in support of a contingency operation, as that term is defined by statute.

The City uses a variable twelve (12) month period measured forward from the date leave begins. Leave may be taken for birth or placement of a child only within 12 months of that birth or placement. An eligible husband and wife who are both employed by the City who wish to take leave for the birth of a son or daughter, for the placement of a child with them for adoption or foster care or to care for a parent with a serious health condition are

limited to a combined total of 12 workweeks during any 12 month period. If the leave is requested because of a serious health condition of the employee's son or daughter, of the employee him/herself, or of the employee's spouse, each spouse is entitled to 12 work weeks of leave.

In addition to the basic FMLA leave entitlement discussed above, an eligible employee who is the spouse, son, daughter, parent or next of kin of a covered servicemember (a current member of the Armed Forces who is undergoing medical treatment, recuperation or therapy or is in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness), is entitled to take up to 26 workweeks of unpaid leave during a single 12 month period to care for the servicemember with the serious injury or illness.

An eligible husband and wife who both work for the City will be limited to a combined total of 26 workweeks for the above-referenced military caregiver leave during any 12 month period.

The City requires that the employee use his/her accrued paid leave time during FMLA leave. After all paid leave is exhausted, the City will provide enough unpaid leave to total 12 weeks. This leave is not automatic. It must be applied for on the form provided by the Human Resources Department. A request for leave due to a serious health condition of the employee or the employee's spouse, son, daughter or parent must be supported by a medical certification on the form provided by the Human Resources Department or TPA, which form must be completed by the health care provider of the employee's spouse, son, daughter or parent within 15 calendar days of the request. FMLA leave may be delayed or denied until the required certification is provided.

FMLA leave may be taken intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee or covered family member or the serious injury or illness of a covered servicemember. Leave in connection with birth, adoption or foster placement of a son or daughter may not be taken intermittently unless the Department Head/Director and the Chief Director of Human Resources Officer and Risk Management agree to such an arrangement. However, the employee may be required to transfer temporarily to an alternate position with equivalent pay and benefits that better accommodates periods of recurring leave than the employee's regular position. The City's agreement is not required for intermittent leave during which the mother has a serious health condition in connection with the birth of the child, or if the newborn child has a serious health condition.

During FMLA leave, the City will maintain the employee's health insurance under the same terms that the coverage would have been provided had the employee not taken the leave. If an employee's contribution is more than 30 days late, the City may terminate the employee's insurance coverage. Prior to such termination, the City will provide written notice to the employee that the payment was not received and that coverage will terminate on a specified date (at least 15 days after the date of the written notice unless payment is received by that date). The City shall not, however, continue to pay life insurance or other non-health benefit premiums during the unpaid leave.

As with other unpaid leave, the employee will not continue to accrue sick leave, vacation or any other benefit.

If an employee voluntarily fails to return from leave, the City shall recover from the employee the cost of health insurance premiums paid by the City for the employee during the leave.

Upon return to work from Family & Medical Leave, the employee may return to his previous position or may, at the City's option, be placed in a position equivalent in pay, benefits and other terms and conditions of employment. The employee's restoration rights are the same as they would have been had the employee not been on leave. Thus, if the employee's position would have been eliminated or the employee would have been terminated but for the leave, the employee shall not have the right to be reinstated upon return from leave.

An employee who fails to return to work within one (1) day after the expiration of his/her approved FMLA leave will be treated as a voluntary resignation, absent a request and authorization for an extension of leave or an accommodation under the Americans With Disabilities Act (ADA).

If the City has reason to doubt a certification, it may require (at its own expense) that the employee obtain a second opinion from another health care provider who is not employed by the City. In the event of a conflict between the two opinions, the City may require (at its own expense) a third, which shall be binding upon the City and the employee. The third doctor shall be jointly selected by the City and the employee.

The employee is required to provide the City with at least 30 days' notice of his/her intention to take FMLA leave when the leave is foreseeable. If this is medically not practicable, the employee must provide as much notice as is practicable to his/her Department Director (or designee) and the TPA. The employee must also advise their supervisor and the TPA as soon as practicable (e.g., on the same day or next business day) if the dates of a scheduled leave change or were initially unknown.

Prior to returning to work, employees who took FMLA leave due to their own serious health condition may be asked to provide medical authorization for return to work. The Department ~~Head~~/Director may require employees on leave to report their medical status and anticipated date of return at specified intervals.

The City's FMLA Policy, as detailed in its Employee Personnel Rules and Regulations, are incorporated herein by reference.

(b) Special Leave

The Department Director may authorize leave without pay to a regular full-time employee up to 30 days for reasons which do not affect the City operations. The City Manager may authorize special leave without pay beyond this time, but not exceeding three (3) months for any reason deemed to be in the best interest of the City, except a non-service injury or illness may be extended to one (1) year after accumulated sick leave and annual leave have expired if it does not create a hardship on the departmental work load.

No seniority or other benefits shall be lost because of leave of absences up to 30 days. For leaves of absence over 30 days, an employee cannot accumulate any benefits during that time, except in unusual cases as determined by the City Manager. An employee shall

return from an extended special leave (over 30 days) to the same salary and grade previously held, although the anniversary date shall be adjusted accordingly.

(c) Unauthorized Absence from Duty

An absence of an employee from duty, including any absence for a single day, that is not authorized by a specific grant of leave of absence under the provisions of these rules, shall be deemed to be an absence without leave. Any such absence shall be without pay and may subject the employee to disciplinary action, including suspension, demotion or dismissal in appropriate cases.

The absence of any employee from duty for three successive work days or longer without notice to his Department Director or Supervisor of the reason for such absence and his intention to return, shall be considered in effect a voluntary resignation without notice.

Failure of an employee to report for work at the expiration of a leave of absence or vacation, or upon the physician's return to work release for full or light duty in cases of work related injuries without legal justification shall constitute just cause for dismissal as it separate the employee from the City's service and shall be considered in effect a voluntary resignation without notice.

Article 25 - Longevity Allowances

Section 1 - Longevity Schedule pre 7/15/10

The following longevity allowances shall be awarded to regular, full-time employees hired prior to July 15, 2010 who were eligible for a longevity allowance as of that date. Longevity allowances shall be awarded in the following manner as long as the stipulations stated above have been complied with:

After completion of 5 years' continuous service - 2% of annual salary.
After completion of 10 years' continuous service - 4% of annual salary.
After completion of 15 years' continuous service - 6% of annual salary.
After completion of 20 years' continuous service - 8% of annual salary.
After completion of 25 years' continuous service - 10% of annual salary
(minimum of \$1,000).

These longevity allowances shall be paid to the employee by adding same to the regular paycheck of the employee.

Section 2 - Longevity Freeze

Longevity allowances provided for in Section 1 above shall be frozen effective with the first day of the first full pay period beginning after July 15, 2010, which date shall be known as the "freeze date." Regular, full-time employees not receiving a longevity allowance pursuant to Section 1 above as of the "freeze date" shall not receive a longevity allowance pursuant to Section 1 above, but only pursuant to Section 3 *below*. Employees receiving a longevity allowance pursuant to Section 1 above as of the "freeze date" shall continue to receive the same longevity allowance until such time as the longevity allowance to which the employee would be entitled under Section 3 below exceeds the employee's longevity

allowance under Section 1 above. Effective with the first full pay period beginning on or after the date on which the employee's entitlement to longevity benefits under Section 3 below exceeds the employee's longevity allowance under Section 1 above, the employee shall begin to receive the longevity allowance provided for in Section 3 *below*.

Section 3 - Longevity Schedule post 7/15/10

The City longevity plan for all regular, full-time employees hired on or after July 15, 2010, shall be as follows:

After completion of 10 years of service - \$1,200 annually.
After completion of 15 years of service - \$1,800 annually.
After completion of 20 years of service – \$2,400 annually.
After completion of 25 years of service - \$3,000 annually.

These longevity allowances shall be paid by the City by adding same to the regular weekly or biweekly pay of the employee.

Article 26 - Wages

Section 1 - Cost of Living Adjustments

Effective October 1, 2020~~1~~, all bargaining unit employees shall ~~be ineligible for receive~~ a 4% cost of living adjustment to their respective base hourly rates. This pay increase will increase the minimum and maximum of each pay classification.~~until the parties negotiate such an increase pursuant to a successor agreement.~~

Effective October 1, 2022, all bargaining unit employees shall receive a cost of living adjustment ("COLA") to their respective base hourly rates in an amount equal to the Consumer Price Index for Miami-Fort Lauderdale-West Palm Beach (CPI-U), with a maximum percentage not to exceed 3%. This pay increase will increase the minimum and maximum of each pay classification. In the event the CPI-U exceeds 3% as of April 1, 2022, IUPAT reserves the right to reopen the agreement for the limited purpose of discussing the amount of the COLA. Any request for reopening the agreement for this purpose must be made within 30 days of the CPI-U reporting for April 2022 and the related negotiations must conclude no later than August 1, 2022. The parties shall meet on a regular basis during the reopening period.

Effective October 1, 2023, all bargaining unit employees shall receive a cost of living adjustment ("COLA") to their respective base hourly rates in an amount equal to the Consumer Price Index for Miami-Fort Lauderdale-West Palm Beach (CPI-U), with a maximum percentage not to exceed 3%. This pay increase will increase the minimum and maximum of each pay classification. In the event the CPI-U exceeds 3% as of April 1, 2022, IUPAT reserves the right to reopen the agreement for the limited purpose of discussing the amount of the COLA. Any request for reopening the agreement for this purpose must be made within 30 days of the CPI-U reporting for April 2023 and the related negotiations must conclude no later than August 1, 2023. The parties shall meet on a regular basis during the reopening period.

Section 2 - Merit Pay

Effective each October 1, 2020 through the duration of this agreement, all full-time bargaining unit employees shall be ineligible for Merit Pay of up to 3% based on performance, but not to exceed the maximum of their pay classification. The amount of merit-based pay will be based on the employee performance evaluation form in Appendix G, except that all bargaining unit employees shall receive a minimum of 1% for the first year of the Agreement. until the parties negotiate such an increase pursuant to a successor agreement.

Section 3 - Probationary Adjustment

Probationary full-time bargaining unit employees who successfully complete the initial orientation period, as set forth in Article 20, Section 2 herein, shall be eligible for an adjustment of 5% based on performance.

Section 4 - Anniversary Date for Pay Adjustments

Demotions and reclassifications shall not alter the employee's pay adjustment anniversary date.

Section 45 - Shift Differential

Full-time employees in the following classifications - Water Operator Trainee, Water Operator, Equipment Operator (when operating a street sweeper), Parking Meter Technician, Pier Attendant, and Maintenance Worker (only in City's Parks and Recreation Department) - shall be entitled to Shift Differential as follows:

- (a) Full-time employees who are required to work on a shift where the majority of their regularly scheduled hours are worked after 4:00 p.m. and before 12:00 a.m. shall be paid a shift differential of seventy-five cents (\$0.75) per hour for those hours actually worked after 4:00 p.m. and before 12:00 a.m.
- (b) Full-time employees who are required to work on a shift where the majority of their regularly-scheduled hours are worked after 12:00 a.m. and before 8:00 a.m. shall be paid a shift differential of one dollar and twenty-five cents (\$1.25) per hour for those hours actually worked after 12:00 a.m. and before 8:00 a.m.
- (c) Maintenance Worker's and Fleet Management personnel on a split shift (i.e., four (4) hours in the morning and four (4) hours in the afternoon/evening) do not work "the majority" of their regularly scheduled hours after 4:00 p.m. and before 12:00 a.m. Notwithstanding anything to the contrary in this Section 6, Maintenance Worker Is on a split shift shall be paid the Shift Differential of seventy-five cents (\$0.75) per hour for any regularly scheduled hours they work after 4:00 p.m. and before 12:00 a.m.

Section 56 - Part-Time Employee Leave Benefit

All regular part-time employees with at least one (1) year of continuous service shall receive up to 44 hours per year leave prorated based on the number of hours worked to be used at the reasonable discretion of the Department Director. All such leave shall be

used within one (1) year and no carryover shall be permitted.

Section 67 - Allowance of Safety Day

- (a) IUPAT and the City hereby agree to continue the practice of affording a "Safety Day" (consisting of eight (8) hours of paid leave to be used in increments of no less than four (4) hours) when those City employees listed on Appendix E of this Agreement do not have a Workers Compensation claim or at-fault accident in the preceding twelve (12) months. Any Safety Day that is afforded shall be used within the twelve (12) month period following the date on which the Safety Day is credited to an employee. No carryover of Safety Days shall be permitted.
- (b) Employees hired on or after September 21, 2016 shall not be entitled to the benefit of a "Safety Day."

Section 78 - Driver Safety Incentive Pay Program

- (a) Full-time employees in the classification of Driver Collector and Container Serviceworker are eligible for drive incentive pay. Eligible employees shall earn \$50 per month, up to \$600 annually, for each month that they achieve the following: (1) they have not had a chargeable accident and have not caused any property damage; (2) they maintain the cleanliness of assigned equipment; (3) they properly use personal protective equipment and tools; (4) are not subject to discipline; and (5) attend 100% of the applicable safety meetings. Note, however, that pre-approved vacations and sick leave which is backed up by a doctor's note demonstrating an employee's illness will excuse an employee from safety meetings.
- (b) Employees on light duty or on a paid or unpaid leave of absence for a period exceeding five business days will not qualify for incentive pay for any such month.
- (c) Incentive pay will be distributed at the end of the fiscal year.

Section 98 - Task Force Pay

- (a) Task Force Pay is defined as eight or ten hours of straight time pay in addition to holiday pay when an employee works the holiday.
 - 1. An eight hour a day employee who works the holiday shall be paid eight hours holiday pay and eight hours of task force pay.
 - 2. A ten hour a day employee who works the holiday shall be paid ten hours of holiday pay and ten hours of task force pay.
- (b) To receive Task Force Pay, an employee must work half of their normal work day (four hours or five hours depending upon assigned schedule).
- (c) Employee must work the scheduled day before and the scheduled day after the holiday to receive Task Force Pay. Note, however, that pre-approved vacations and sick leave which is backed up by a doctor's note demonstrating an employee's illness will excuse an employee's absence from serving as a disqualifier.

Section 10: Emergency Pay

(a) This policy will go into effect whenever an emergency is declared by the Mayor or City Manager (or their respective designees) when the Emergency Operations Center is in Full Activation. Emergency Pay will be granted whenever an unforeseen or unanticipated event requiring prompt action is officially declared an emergency by the Mayor or City Manager (or their respective designees), when City Hall is closed.

(b) Leave and Computation of Pay - Employees that work during a declared emergency must properly log all work hours on the form provided by the City. i.e. ICS214.

1) Full time (non-exempt) employees

- a) During a declared emergency, non-exempt regular full-time employees will be paid for their regular work shift, even if they did not work. If employees are released early from their shift, employees will receive pay for the time worked and the balance of the scheduled workday paid by Emergency Pay.
- b) Employees who work during the declared emergency on a scheduled workday will be paid overtime for the hours worked. In addition, such employees shall be credited with one (1) hour of Emergency Pay for each hour worked within their regularly scheduled workday.
- c) Employees who work during the declared emergency when it is not their scheduled workday will be paid overtime for the hours worked.
- d) Scheduled hours paid but not worked during the declared emergency will be included in the computation of overtime.
- e) Employees who are voluntarily confined for safety or non-job-related reasons on City premises and are not performing any assigned duties will not be paid for the time spent on the premises.

2) Part time (non-exempt) employees

- a) Employees who work during the declared emergency on a scheduled workday will be paid their regular hourly wages for time worked.
- b) Employees who work during the declared emergency when it is not their scheduled workday will be paid their regular hourly wages for the hours worked.
- c) Employees who are voluntarily confined for safety or non-job-related reasons on City grounds and are not performing any assigned duties will not be paid for the time spent on the premises.
- d) Part-time employees are generally not considered Emergency Support personnel unless such personnel perform a unique function not capable of being performed by a full-time employee.

During a declared emergency, non-exempt part-time employees will be paid for their regular scheduled work shift even if they did not work. If employees are released early from their shift, employees will receive pay for the time worked and the balance of the scheduled workday paid by Emergency Pay.

(c) Employees scheduled for pre-approved leave (i.e., annual leave, personal day, approved FMLA, and pre-approved sick leave) will not have their leave bank charged for these approved absences during the declared emergency. Emergency Support employees who call in sick during the declared emergency will be subject to appropriate action as outlined below.

(d) Employees are expected to report to work when assigned to do so by their supervisor. If an employee does not report as expected and has not attempted to contact his/her supervisor with a valid reason for not reporting, he/she will be subject to disciplinary action.

Article 27 - General Provisions

Section 1 - Comparable Cities

IUPAT and the City agree that when making comparisons between City and other employers with respect to wages, benefits or other terms and conditions of employment, both IUPAT and the City will use only the following municipal employers:

Boynton Beach
Delray Beach
Boca Raton

Pompano Beach
Margate
Sunrise

Article 28 - Entire Agreement

Section 1 - Entire Agreement

The Parties acknowledge that during negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the Parties are set forth in this Agreement.

Section 2 - Waiver of Bargaining

The Parties, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subject or matter may not have been within the knowledge and contemplation of

either or both of the parties at the time they negotiated or signed this Agreement.

Article 29 - Savings Clause

Section 1 - Savings Clause

If any Article or Section of this Agreement should be found unlawful, invalidated or unenforceable by a court of competent jurisdiction or by State Statute or by Federal Statute, all other Articles and Sections of this Agreement shall remain in full force and effect for the duration of this Agreement.

Section 2 - Replacement Provision

In the event of such finding, the Parties, upon the written request of IUPAT, will meet within 30 calendar days to collectively bargain under *Florida Statutes* Chapter 447 to fashion a replacement provision.

Article 30 - Workplace Violence Prevention

Employees while on duty are at all times individually responsible for conducting themselves in a professional and ethical manner. They are expected to treat co-workers and members of the public with respect and dignity. The intent of this policy is to make a clear statement that workplace violence, unprofessional and abusive behavior will not be tolerated in the workplace. With respect to the seriousness of this problem, the City has adopted a “zero tolerance” for incidents of workplace violence.

Purpose

To clearly set forth the City’s position as it relates to violence or the threat of violence in the workplace. The purpose of this policy, coupled with training requirements, is: to increase employee awareness of the problems associated with incidents of workplace violence; to communicate the seriousness of acts of violence in the workplace; to minimize threats from both internal and external customers; to provide employees with a workplace that is relatively free from recognized hazards that are likely to cause death or serious physical/psychological harm; and, to establish systems for a proactive approach regarding workplace violence that could occur within the City.

Definitions

Workplace violence includes, but is not limited to physical attacks, threatening behavior, harassment, or property damage. Listed below are some examples of workplace violence, their definitions, and the City’s position:

- 1) Physical Attacks – unwanted or hostile physical contact with another person, (i.e. beatings, stabbing, suicides, near suicides, shootings, rapes, etc.).
- 2) Threatening Behavior – the expression of an intent to cause physical or mental harm or psychological trauma, (i.e. verbal abuse, obscene phone calls, etc.).
- 3) Harassment – involves acts or language (written or oral) by a party designed to damage or harm a second party, often involving verbal abuse.

- 4) Property Damage – damage to property which includes property owned by the City.
- 5) Deadly Weapons – includes all firearms, such as handguns, rifles, shotguns, explosive devices. Other objects or tools such as knives and other cutting utensils, bows and arrows, bats, brass knuckles, mace, pepper spray, tear gas, or tools such as axes, screwdrivers, hammers, may be considered deadly weapons when used in a violent, threatening, aggressive or offensive manner.
- 6) Zero Tolerance – All reported incidents shall be investigated, and action taken upon the results of the investigation. Employees at all levels are cautioned that appropriate action may include immediate termination after a first offense if just cause can be established.

Management Commitment

Violence in the workplace shall not be tolerated, and every effort shall be made to prevent violent incidents from occurring. This shall be accomplished by implementing a Workplace Violence Prevention Program/Policy that provides training and holds managers, supervisors, and employees accountable for their actions. All employees, and especially Department ~~Head~~/Directors, managers, supervisors, law enforcement personnel, and employee organization representatives are obligated to act individually and collectively to prevent, defuse, or mitigate actual or threatened violent behavior at work. The City is committed to full cooperation with law enforcement agencies to support criminal prosecution of any employee within or outside this organization who commits violent or threatening acts against the City. A copy of the City's policy on Workplace Violence Prevention will be distributed to all employees at mandatory training seminars and, in the case of newly-hired employees, they will be given specific instructions during orientation.

Responsibilities

The ~~Chief Human Resources Officer~~Director of Human Resources and Risk Management is designated as the City's Critical Incident Coordinator. The Coordinator is responsible for the coordination of the response to acts or threats of violence under this policy. The Coordinator may assemble Department Directors, managers, supervisors and other employees as deemed appropriate to constitute a Critical Incident Response Team. The Team may include a representative from the Human Resources Department, law enforcement agencies, Department Directors and others as selected by the Coordinator. The Coordinator is expected to assemble the Team, take action to manage the incident, and implement the City's Workplace Violence Prevention Policy. The Coordinator shall arrange the appropriate meetings, provide communication resources, reporting, record-keeping and training. As such, with all the above in place, the Team is enabled to assume its role in the response to violent incidents in the workplace efficiently and effectively.

Responsibilities of Critical Incident Coordinator

Receive reports of workplace violence incidents from Department ~~Head~~/Directors, managers, supervisors and employees. Immediately provide a briefing on the incident report to the City Manager. Make sure that records are maintained of the reported incident(s) of workplace violence.

Make certain, insofar as possible, that employees do not experience retaliation for reporting incidents of workplace violence.

Advise employees who seek assistance regarding violent behavior and make appropriate referrals. Directly refer an employee who does not seek assistance also. For example, employees may be referred to the Employee Assistance Program (EAP) or a medical professional.

Perform investigations and provide written recommendations to the City Manager, City Attorney, Department ~~Head~~/Directors, outside attorney(s), and other Management representatives.

Protect the confidentiality of workplace violence incidents as best as possible.

Responsibilities of Department ~~Head~~/Directors, Managers, and Supervisors

Have a professional responsibility to be held to a higher standard in setting positive examples to maintain a workplace free from violence or the threat of violence by their own behavior and demeanor at work.

Report workplace violence incidents immediately to one of the following: Department ~~Head~~/Director, Deputy or Assistant Department Head/Director, manager, supervisor or any Management representative as is deemed appropriate.

Document workplace violence incidents and report them to the appropriate staff.

Make certain, insofar as possible, that employees do not experience retaliation for reporting incidents of workplace violence.

Comply with all City and City Department procedures/guidelines relative to workplace violence prevention.

Training

The Human Resources Department shall seek to provide training that will bring awareness and convey the ramifications of workplace violence acts, and communicate clearly the City's position on workplace violence prevention.

Assist with the developing, implementing, and delivering workplace violence prevention training for all City employees. Training on workplace violence will focus on avoiding and preventing workplace violence related incidents. The training shall be of sufficient length to address key areas as listed below.

- 1) City and City Department policies and procedures regarding workplace violence
- 2) Risk factors that cause or contribute to assaults
- 3) Abusive language, behavior, body language
- 4) Recognition of escalating behavior
- 5) Recognition of warning signs/situations that may lead to assaults
- 6) Multicultural diversity/sensitivity
- 7) Dealing with hostile people

- 8) Crisis Intervention techniques
- 9) Coordination of appropriate assistance with affected parties, such as victims, employees, or law enforcement personnel
- 10) Assessment of an employee's fitness for duty through medical professionals

Incident Reporting

Any employee who becomes aware of an incident of violent behavior, whether the incident is committed by another employee or an external individual such as a customer, vendor or citizen must report it to the Department ~~Head~~/Director or appropriate Management representative.

In the cases of critical incidents in which serious threats or injury occurs with internal or external customers, call 911 immediately to obtain emergency responders such as Police and Fire Rescue personnel.

Protection from Retaliation

Employees who are aware of a workplace violence incident, threat of violence, or an incident that is about to take place, have an obligation to report that information to a supervisor, manager, or Department ~~Head~~/Director.

Any employee who acts in good faith in reporting threats or acts of violence under this policy will not be subjected to harassment or retaliation as a result of such a report. Any retaliation or harassment must be reported immediately to the Department ~~Head~~/Director and/or to the ~~Chief Human Resources Officer~~Director of Human Resources and Risk Management. An investigation will be conducted and completed in a prompt manner. Immediate action will be taken.

Ban on Deadly Weapons

Possession, use, or threat to use a deadly weapon, including but not limited to all firearms and explosive devices, by a City employee is forbidden at any City job site, on City owned, leased or rented property, the beach, in City vehicles, or in private vehicles parked on City property. An exception is made when possession or use of such a weapon is necessary and is a City requirement of the job, such as with law enforcement officers. City employees who carry a concealed firearm, or other weapon, for a lawful purpose within the interior of their private vehicle, must have the weapon securely encased or otherwise not readily accessible for immediate use. Employees have a responsibility to notify their immediate supervisor about their weapon.

The City can request the cooperation of an employee to conduct a search of personal property such as packages, briefcases, purses and similar containers as well as private vehicles parked on City property if there are reasonable grounds and a credible witness(es) who believe that an employee may be in violation of this policy. Employees who are unwilling to have personal property searched must immediately remove said property from City premises if ordered to do so. Refusal to comply with an order to remove personal property from City premises may result in disciplinary action.

City supervisory and managerial staff have a right to enter or search City property with or

without prior notice. City property includes desks, lockers (even with privately owned locks), office equipment such as copiers, fax machines, computers, telephones, and E-mail. As a consequence, any area is subject to monitoring and/or search. Any misuse of City property in connection with an act or threat of violence may be used in support of disciplinary action or criminal prosecution even following a first offense.

Restraining Orders and Injunctions

Cases of City employees involved in personal disputes with internal or external individuals at times can escalate to the point where the issuance of injunctions, restraining orders, and other Court Orders are sought.

In order to maintain the safest possible work environment, employees should include their work locations upon the issuance of any restricting Court Order. Employees are encouraged to inform the [Director of Human Resources and Risk Management](#) ~~Chief Human Resources Officer~~ as well as their supervisors immediately in these cases and provide a copy of the Order to the Human Resources Department. Even in the case where an employee has not yet secured a Court Order, but has reason to fear for his/her personal safety, reporting of these concerns to the supervisor, manager, Department ~~Head~~/Director, or the ~~Chief Human Resources Officer~~ [Director of Human Resources and Risk Management](#) is of great importance.

[Any employee who is subject to a Court Order in matters involving domestic violence, stalking or harassment, among other types of protective orders, including, but not limited to, Temporary Restraining Orders, may be placed on administrative leave, transferred or separated from service.](#)

Coping with Workplace Violence Incidents / Additional Guidelines

The best method to cope with workplace violence is to avoid situations where violence is likely to occur. That is, with the expectation that all employees will conduct themselves in a professional, courteous and respectful manner at all times.

Department Heads/Directors, managers, and supervisors faced with a potentially violent situation should not allow a verbal altercation to escalate into a more serious situation.

When confronted with a violent situation between two (2) employees, an attempt should be made to separate the two people unless the manager or supervisor feels that other individuals would be endangered by such action.

If a violent or volatile situation occurs, call "9-1-1" immediately and thereafter, contact the Critical Incident Coordinator and the Department ~~Head~~/Director involved.

Once the immediate situation is controlled, the Critical Incident Coordinator, in cooperation with the Department ~~Head~~/Director, law enforcement, and others as needed, will conduct an investigation into the incident. The investigation shall include interviews with all parties involved and any witnesses, as well as obtaining written statements. Employees who are involved in such an investigation are required to cooperate.

The Department ~~Head~~/Director or his/her designee may order that the parties leave the

work site immediately, with or without paid leave, depending on the circumstances and pending completion of the investigation. The Department ~~Head~~/Director shall contact the Critical Incident Coordinator for guidance on the appropriate method for such immediate action.

Employees involved in a workplace violence situation are entitled to be represented by IUPAT or counsel during the interviews or meetings. The Critical Incident Coordinator will also provide Department ~~Head~~/Directors with advice in cases where this policy has been violated and the employee is subject to possible disciplinary action.

Should an employee become the victim of an incident of workplace violence, the Critical Incident Coordinator or other authorized City Management representatives may offer the services of the Employee Assistance Plan (EAP) or other medical professionals to assist in coping with any effects of the incident.

In cases where employees violate this policy and it is determined in the investigation that the employee did in fact, commit a violent act, he/she may be formally referred to the EAP or a medical professional by the Critical Incident Coordinator (~~Chief Human Resources Officer~~Director of Human Resources and Risk Management) or other authorized City Management representatives. The purpose of the EAP or medical professional referral is to determine the employee's psychological fitness for duty to perform his/her City job responsibilities. A return to work evaluation and release will be required through a medical professional. Unless mitigating circumstances exist, failure by the employee to keep any appointment with the EAP or the medical professional could result in disciplinary action up to and including termination.

Post Incident Response

Post incident response involves taking care of injured and/or affected employees and providing treatment for victims and employees who may be traumatized by involvement or by witnessing a violent incident. Department ~~Head~~/Directors, managers, and supervisors are responsible for ensuring that the injured employees receive prompt medical attention if needed. Counseling shall be made available to victimized employees through the EAP or medical professionals as is deemed appropriate.

Record Keeping

Record-keeping is of the utmost importance to the success of a workplace violence prevention program or policy. Maintaining good records is essential for evaluation, and is absolutely critical in determining the severity of problem areas, reviewing preventative actions, identifying trends, and helping to measure the success of workplace violence prevention initiatives. The confidentiality of workplace violence incidents will be maintained consistent with Florida Public Records Law.

Disclosure Statement

Employees who plead guilty, or nolo contendere (i.e., "no contest"), or who are convicted of felonies or misdemeanors (involving use of a weapon or physical violence), are required to disclose this information to their Department ~~Head~~/Directors and the ~~Chief Human Resources Officer~~Director of Human Resources and Risk Management within five (5) calendar days

of the date of the Court action. This disclosure requirement applies even if the action took place in another State.

The policies established by this ordinance shall not be applicable to bargaining unit members until such time as the City has obtained a consent and waiver from the members' union(s) to implement the policy as to their members or until the bargainable aspects of the policy have been resolved by bargaining or impact bargaining, if timely demanded by IUPAT.

Article 31 - Pension Benefits

Section 1 - Pension and Retirement Benefits

The City provides pension benefits for full-time permanent employees as set forth in Section 54-136 through 54-228 (defined benefit plan), and 54-331 and 54-332 (ICMA plan). All full-time employees of the City hired after January 1991 shall only be entitled to defined contribution benefits under the ICMA plan. Though the defined benefit plan is closed, employees who have previously timely elected to participate in the pension benefits provided for in the defined benefit plan may continue their participation in that plan.

Article 32 - Duration

Section 1 - Effective Dates of Agreement

This Agreement shall be effective as of October 1, 2020¹ and shall continue in full force and effect through September 30, 2024¹.

Signature Page follows as Page 53XX of 53XX Pages

IN WITNESS WHEREOF, the Parties hereto have caused the signatures of their representatives to be affixed hereto this _____ day of _____, 2020¹.

For:

**Local 1010 / District Council
78 International Union of
Painters and Allied Trades
[IUPAT]**

Gerry Showers

Business Representative/Chief Negotiator
IUPAT District Council 78
1010

Vanessa Chiles

Chief Steward
IUPAT Local

For:

The City of Deerfield Beach, Florida [City]

Amanda Robin

Chief Human Resources Officer
City of Deerfield Beach

David Santucci

City Manager
City of Deerfield Beach

The Honorable Bill Ganz

Mayor
City of Deerfield Beach

Reviewed for Legal Sufficiency:

Anthony Soroka

City Attorney
City of Deerfield Beach

Appendix A
Bargaining Unit Classifications and Pay Grades

Class Title	Grade	Hourly Minimum	Hourly Maximum
ADMINISTRATIVE ASSISTANT	N08	\$ 17.1003 16.4426	\$ 26.5052 25.4858
BACKFLOW TECHNICIAN	N11	\$ 20.4821 19.6943	\$ 31.7472 30.5262
BUS DRIVER PT	N07	\$ 16.1017 15.4824	\$ 24.9581 23.9982
BUS DRIVER	N07	\$ 16.1017 15.4824	\$ 24.9581 23.9982
BUYER	N13	\$ 23.1005 22.2120	\$ 35.8060 34.4288
CASHIER CLERK PT	N07	\$ 16.1017 15.4824	\$ 24.9581 23.9982
CERTIFIED NURSING ASSISTANT PT	N09	\$ 18.1603 17.4618	\$ 28.1486 27.0660
CERTIFIED NURSING ASSISTANT	N09	\$ 18.1603 17.4618	\$ 28.1486 27.0660
CONCESSION ATTENDANT PT	N04	\$ 13.4434 12.9263	\$ 20.8369 20.0355
CONSTRUCTION ADMINSTRATIVE SUPPORT SPECIALIST	N12	\$ 21.7520 20.9154	\$ 33.7156 32.4188
CONTAINER SERVICE WORKER	N10	\$ 19.2865 18.5447	\$ 29.8939 28.7441
CREW LEADER	N12	\$ 21.7520 20.9154	\$ 33.7156 32.4188
CROSS CONNECTION CONTROL SPECIALIST	N12	\$ 21.7520 20.9154	\$ 33.7156 32.4188
CROSSING GUARD	N05	\$ 14.2768 13.7277	\$ 22.1286 21.2775
CUSTOMER SERVICE REPRESENTATIVE	N08	\$ 17.1003 16.4426	\$ 26.5052 25.4858
DRIVER COLLECTOR PT	N11	\$ 20.4821 19.6943	\$ 31.7472 30.5262
DRIVER COLLECTOR	N11	\$ 20.4821 19.6943	\$ 31.7472 30.5262
ENGINEERING RECORDS SPECIALIST	N14	\$ 24.5327 23.5891	\$ 38.0257 36.5632
ENGINEERING TECHNICIAN	N14	\$ 24.5327 23.5891	\$ 38.0257 36.5632
EQUIPMENT OPERATOR	N09	\$ 18.1603 17.4618	\$ 28.1486 27.0660
EQUIPMENT OPERATOR, SENIOR	N11	\$ 20.4821 19.6943	\$ 31.7472 30.5262

FACILITIES TECHNICIAN	N11	<u>\$ 20.4821</u> \$ <u>19.6943</u>	<u>\$ 31.7472</u> \$ <u>30.5262</u>
HVAC TECHNICIAN	N11	<u>\$ 20.4821</u> \$ <u>19.6943</u>	<u>\$ 31.7472</u> \$ <u>30.5262</u>
INFORMATION & REFERRAL COORDINATOR	N10	<u>\$ 19.2865</u> \$ <u>18.5447</u>	<u>\$ 29.8939</u> \$ <u>28.7441</u>
INFRASTRUCTURE MAINTENANCE CREW LEADER	N12	<u>\$ 21.7520</u> \$ <u>20.9154</u>	<u>\$ 33.7156</u> \$ <u>32.4188</u>
INSTRUMENT TECHNICIAN	N14	<u>\$ 24.5327</u> \$ <u>23.5891</u>	<u>\$ 38.0257</u> \$ <u>36.5632</u>
INVENTORY CONTROL CLERK	N09	<u>\$ 18.1603</u> \$ <u>17.4618</u>	<u>\$ 28.1486</u> \$ <u>27.0660</u>
INVENTORY COORDINATOR	N13	<u>\$ 23.1005</u> \$ <u>22.2120</u>	<u>\$ 35.8060</u> \$ <u>34.4288</u>
IRRIGATION SPECIALIST	N10	<u>\$ 19.2865</u> \$ <u>18.5447</u>	<u>\$ 29.8939</u> \$ <u>28.7441</u>
LANDSCAPE CREW LEADER	N12	<u>\$ 21.7520</u> \$ <u>20.9154</u>	<u>\$ 33.7156</u> \$ <u>32.4188</u>
LANDSCAPE TECHNICIAN	N12	<u>\$ 21.7520</u> \$ <u>20.9154</u>	<u>\$ 33.7156</u> \$ <u>32.4188</u>
LEAD FACILITIES TECHNICIAN	N13	<u>\$ 23.1005</u> \$ <u>22.2120</u>	<u>\$ 35.8060</u> \$ <u>34.4288</u>
LEAD STORMWATER TECHNICIAN	N14	<u>\$ 24.5327</u> \$ <u>23.5891</u>	<u>\$ 38.0257</u> \$ <u>36.5632</u>
LEAD WATER OPERATOR	N14	<u>\$ 24.5327</u> \$ <u>23.5891</u>	<u>\$ 38.0257</u> \$ <u>36.5632</u>
LICENSED PRACTICAL NURSE	N11	<u>\$ 20.4821</u> \$ <u>19.6943</u>	<u>\$ 31.7472</u> \$ <u>30.5262</u>
LIFEGUARD LIEUTENANT	N14	<u>\$ 24.5327</u> \$ <u>23.5891</u>	<u>\$ 38.0257</u> \$ <u>36.5632</u>
MAINTENANCE LANDSCAPER	N12	<u>\$ 21.7520</u> \$ <u>20.9154</u>	<u>\$ 33.7156</u> \$ <u>32.4188</u>
MAINTENANCE WORKER	N08	<u>\$ 17.1003</u> \$ <u>16.4426</u>	<u>\$ 26.5052</u> \$ <u>25.4858</u>
MAINTENANCE WORKER PT	N08	<u>\$ 17.1003</u> \$ <u>16.4426</u>	<u>\$ 26.5052</u> \$ <u>25.4858</u>
MAINTENANCE WORKER, SENIOR	N10	<u>\$ 19.2865</u> \$ <u>18.5447</u>	<u>\$ 29.8939</u> \$ <u>28.7441</u>
MECHANIC	N11	<u>\$ 20.4821</u> \$ <u>19.6943</u>	<u>\$ 31.7472</u> \$ <u>30.5262</u>
MECHANIC, SENIOR	N13	<u>\$ 23.1005</u> \$ <u>22.2120</u>	<u>\$ 35.8060</u> \$ <u>34.4288</u>
OCEAN LIFEGUARD PT	N10	<u>\$ 19.2865</u> \$ <u>18.5447</u>	<u>\$ 29.8939</u> \$ <u>28.7441</u>
OCEAN LIFEGUARD	N10	<u>\$ 19.2865</u> \$ <u>18.5447</u>	<u>\$ 29.8939</u> \$ <u>28.7441</u>
OFFICE AUTOMATION SPECIALIST	N08	<u>\$ 17.1003</u> \$ <u>16.4426</u>	<u>\$ 26.5052</u> \$ <u>25.4858</u>

OFFICE SPECIALIST	N08	<u>\$ 17.1003 \$</u> <u>16.4426</u>	<u>\$ 26.5052 \$</u> <u>25.4858</u>
OUTREACH COORDINATOR PT	N05	<u>\$ 14.2768 \$</u> <u>13.7277</u>	<u>\$ 22.1286 \$</u> <u>21.2775</u>
PARKING METER TECHNICIAN PT	N08	<u>\$ 17.1003 \$</u> <u>16.4426</u>	<u>\$ 26.5052 \$</u> <u>25.4858</u>
PARKING METER TECHNICIAN	N08	<u>\$ 17.1003 \$</u> <u>16.4426</u>	<u>\$ 26.5052 \$</u> <u>25.4858</u>
PIER ATTENDANT PT	N05	<u>\$ 14.2768 \$</u> <u>13.7277</u>	<u>\$ 22.1286 \$</u> <u>21.2775</u>
PLANT MECHANIC	N11	<u>\$ 20.4821 \$</u> <u>19.6943</u>	<u>\$ 31.7472 \$</u> <u>30.5262</u>
PLANT TECHNICIAN	N09	<u>\$ 18.1603 \$</u> <u>17.4618</u>	<u>\$ 28.1486 \$</u> <u>27.0660</u>
PLUMBING JOURNEYMAN	N11	<u>\$ 20.4821 \$</u> <u>19.6943</u>	<u>\$ 31.7472 \$</u> <u>30.5262</u>
PRESCHOOL TEACHER PT	N09	<u>\$ 18.1603 \$</u> <u>17.4618</u>	<u>\$ 28.1486 \$</u> <u>27.0660</u>
PRESCHOOL TEACHER	N09	<u>\$ 18.1603 \$</u> <u>17.4618</u>	<u>\$ 28.1486 \$</u> <u>27.0660</u>
PROGRAM LEADER	N10	<u>\$ 19.2865 \$</u> <u>18.5447</u>	<u>\$ 29.8939 \$</u> <u>28.7441</u>
RECREATION LEADER PT	N04	<u>\$ 13.4434 \$</u> <u>12.9263</u>	<u>\$ 20.8369 \$</u> <u>20.0355</u>
REGISTERED NURSE PT	N13	<u>\$ 23.1005 \$</u> <u>22.2120</u>	<u>\$ 35.8060 \$</u> <u>34.4288</u>
SANITATION WORKER	N07	<u>\$ 16.1017 \$</u> <u>15.4824</u>	<u>\$ 24.9581 \$</u> <u>23.9982</u>
SCADA SYSTEM ANALYST	N15	<u>\$ 26.0538 \$</u> <u>25.0517</u>	<u>\$ 40.3835 \$</u> <u>38.8303</u>
SENIOR CASHIER CLERK	N08	<u>\$ 17.1003 \$</u> <u>16.4426</u>	<u>\$ 26.5052 \$</u> <u>25.4858</u>
STORMWATER MAINTENANCE	N08	<u>\$ 17.1003 \$</u> <u>16.4426</u>	<u>\$ 26.5052 \$</u> <u>25.4858</u>
STORMWATER TECHNICIAN	N10	<u>\$ 19.2865 \$</u> <u>18.5447</u>	<u>\$ 29.8939 \$</u> <u>28.7441</u>
STORMWATER TECHNICIAN SENIOR	N12	<u>\$ 21.7520 \$</u> <u>20.9154</u>	<u>\$ 33.7156 \$</u> <u>32.4188</u>
TRANSPORTATION SPECIALIST	N08	<u>\$ 17.1003 \$</u> <u>16.4426</u>	<u>\$ 26.5052 \$</u> <u>25.4858</u>
TRANSPORTATION SPECIALIST PT	N08	<u>\$ 17.1003 \$</u> <u>16.4426</u>	<u>\$ 26.5052 \$</u> <u>25.4858</u>
UTILITY ELECTRICIAN	N12	<u>\$ 21.7520 \$</u> <u>20.9154</u>	<u>\$ 33.7156 \$</u> <u>32.4188</u>
UTILITY ELECTRICIAN, SENIOR	N15	<u>\$ 26.0538 \$</u> <u>25.0517</u>	<u>\$ 40.3835 \$</u> <u>38.8303</u>
UTILITY LOCATOR TECHNICIAN	N09	<u>\$ 18.1603 \$</u> <u>17.4618</u>	<u>\$ 28.1486 \$</u> <u>27.0660</u>

VOLUNTEER COORDINATOR PT	N05	\$ 14.2768 \$ 13.7277	\$ 22.1286 \$ 21.2775
WASTEWATER COLLECTION CREW LEADER	N12	\$ 21.7520 \$ 20.9154	\$ 33.7156 \$ 32.4188
WASTEWATER SERVICE WORKER	N10	\$ 19.2865 \$ 18.5447	\$ 29.8939 \$ 28.7441
WASTEWATER TECHNICIAN	N09	\$ 18.1603 \$ 17.4618	\$ 28.1486 \$ 27.0660
WATER DISTRIBUTION CREW LEADER	N12	\$ 21.7520 \$ 20.9154	\$ 33.7156 \$ 32.4188
WATER DISTRIBUTION SERVICE WORKER	N10	\$ 19.2865 \$ 18.5447	\$ 29.8939 \$ 28.7441
WATER LABORATORY TECHNICIAN PT	N11	\$ 20.4821 \$ 19.6943	\$ 31.7472 \$ 30.5262
WATER LABORATORY TECHNICIAN	N11	\$ 20.4821 \$ 19.6943	\$ 31.7472 \$ 30.5262
WATER MECHANIC	N11	\$ 20.4821 \$ 19.6943	\$ 31.7472 \$ 30.5262
WATER OPERATOR TRAINEE	N11	\$ 20.4821 \$ 19.6943	\$ 31.7472 \$ 30.5262
WATER OPERATOR	N12	\$ 21.7520 \$ 20.9154	\$ 33.7156 \$ 32.4188
WATER SAFETY INSTRUCTOR PT	N07	\$ 16.1017 \$ 15.4824	\$ 24.9581 \$ 23.9982

Appendix B
City of Deerfield Beach IUPAT Grievance Form

(Please write legibly, except where Print or Signature is Required)

Grievant/Employee's Full Name:	Department and Division:	Job Classification:
Date of occurrence giving rise to Grievance:		
Article & Section of IUPAT Agreement, or Applicable Employment Law, allegedly violated:		
Explanation of Grievance:		
Remedy being sought:		
Signature of Grievant:		
Name of Steward, if applicable:	Signature of Steward, if applicable:	
Grievant is responsible for documenting/providing the timely receipt of a written grievance at each of the Steps contained in the Grievance Procedure provided in Article 14, Section 4 of the IUPAT Agreement.		

Step 1 Processing - Submission

Name of Immediate Supervisor:	
Date & Time delivered to, & received by, Immediate Supervisor or Designee:	
Signature of Immediate Supervisor (or designee):	
Signature of Grievant:	Signature of Steward if applicable:
The appropriate City representative shall be responsible for documenting/providing the timely delivery of a written answer to both the Grievant and IUPAT at each of the Steps contained in the Grievance Procedure provided in Article 14, Section 4 of the IUPAT Agreement.	

Step 1 Processing - Response

Step 1 Grievance Answer by Immediate Supervisor:	
Date & Time delivered to, & received by, Grievant and IUPAT:	
Signature of Immediate Supervisor:	
Signature of Grievant:	Signature of Steward if applicable:

Step 2 Processing - Submission

Name of Department Head/Director:	
Date & Time submitted to, & received by, Department Head/Director (or designee):	
Signature of Department Head/Director (or designee):	
Signature of Grievant:	Signature of Steward if applicable:

Step 2 Processing - Response

Step 2 Grievance Answer by Department Head/Director:	
Date & Time delivered to, & received by, Grievant and IUPAT:	
Signature of Department Head/Director:	
Signature of Grievant:	Signature of Steward, if applicable:

Step 3 Processing - Submission

Name of City's Chief Human Resources Officer:	
Date & Time submitted to, & received by, City's Chief Human Resources Officer (or designee):	
Signature of City's Chief Human Resources Officer (or designee):	
Signature of Grievant:	Signature of Steward, if applicable:

Step 3 Processing - Response

Step 3 Grievance Answer by City's Chief Human Resources Officer:

Date & Time delivered to, & received by, Grievant and IUPAT:

Signature of City's Chief Human Resources Officer:

Signature of Grievant:

Signature of Steward, if applicable:

Step 4 Processing - Submission

Name of City Manager:

Date & Time submitted to, & received by, City Manager (or designee):

Signature of City Manager:

Signature of Grievant:

Signature of Steward, if applicable:

Step 4 Processing - Response

Step 4 Grievance Answer by City Manager:

Date & Time delivered to, & received by, Grievant and IUPAT:

Signature of City Manager:

Signature of Grievant:

Signature of Steward, if applicable:

Step 5 Processing – Submission

If a grievance is not resolved at Step 4, IUPAT (and only IUPAT) may file a written request for arbitration with the Federal Mediation and Conciliation Service [FMCS] within (10) work days of Grievant's receipt of the City Manager's written answer at Step 4.

Appendix C
Medical Insurance

Effective January 1, 2022 – December 31, 2022 (Table 1)

Plan Name	Tier of Coverage	Cost Share	Employer + Employee Combined Monthly Cost Effective 1/1/21	Employee Per Pay Contributions Effective 1/1/21	Employer + Employee Combined Monthly Cost Effective 1/1/22	Employee Per Pay Contributions Effective 1/1/22	Employee Per Pay Contribution Difference
Platinum	Employee Only	85/15	\$1,058.23	\$69.12	\$1,164.05	\$80.59	\$11.47
	Employee + Spouse	75/25	\$2,222.28	\$241.90	\$2,444.51	\$282.06	\$40.16
	Employee + Child(ren)	75/25	\$2,010.65	\$218.87	\$2,211.72	\$255.20	\$36.33
	Employee + Family	75/25	\$3,386.35	\$368.62	\$3,724.99	\$429.81	\$61.19
Gold	Employee Only	90/10	\$774.29	\$35.74	\$774.29	\$35.74	\$0.00
	Employee + Spouse	80/20	\$1,626.01	\$150.09	\$1,626.01	\$150.09	\$0.00
	Employee + Child(ren)	80/20	\$1,471.15	\$135.80	\$1,471.15	\$135.80	\$0.00
	Employee + Family	80/20	\$2,477.74	\$228.71	\$2,477.74	\$228.71	\$0.00
Silver	Employee Only	95/5	\$611.83	\$14.12	\$611.83	\$14.12	\$0.00
	Employee + Spouse	80/20	\$1,293.57	\$119.40	\$1,293.57	\$119.40	\$0.00
	Employee + Child(ren)	80/20	\$1,169.62	\$107.96	\$1,169.62	\$107.96	\$0.00
	Employee + Family	80/20	\$1,975.33	\$182.34	\$1,975.33	\$182.34	\$0.00

Effective January 1, 2023 – December 31, 2023 (Table 2)

Plan Name	Tier of Coverage	Cost Share percentage City / Employee	Employer + Employee Combined Monthly Cost	Employee Per Pay Contributions	Employee Per Pay Contribution Difference
Platinum	Employee Only	85% / 15%	TBD (provided by November 2022)	TBD (provided by November 2022)	TBD (provided by November 2022)
	Employee + Spouse	75% / 25%	TBD (provided by November 2022)	TBD (provided by November 2022)	TBD (provided by November 2022)
	Employee + Child(ren)	75% / 25%	TBD (provided by November 2022)	TBD (provided by November 2022)	TBD (provided by November 2022)
	Employee + Family	75% / 25%	TBD (provided by November 2022)	TBD (provided by November 2022)	TBD (provided by November 2022)
Gold	Employee Only	90% / 10%	TBD (provided by November 2022)	TBD (provided by November 2022)	TBD (provided by November 2022)
	Employee + Spouse	80% / 20%	TBD (provided by November 2022)	TBD (provided by November 2022)	TBD (provided by November 2022)
	Employee + Child(ren)	80% / 20%	TBD (provided by November 2022)	TBD (provided by November 2022)	TBD (provided by November 2022)
	Employee + Family	80% / 20%	TBD (provided by November 2022)	TBD (provided by November 2022)	TBD (provided by November 2022)
Silver	Employee Only	95% / 5%	TBD (provided by November 2022)	TBD (provided by November 2022)	TBD (provided by November 2022)
	Employee + Spouse	80% / 20%	TBD (provided by November 2022)	TBD (provided by November 2022)	TBD (provided by November 2022)
	Employee + Child(ren)	80% / 20%	TBD (provided by November 2022)	TBD (provided by November 2022)	TBD (provided by November 2022)
	Employee + Family	80% / 20%	TBD (provided by November 2022)	TBD (provided by November 2022)	TBD (provided by November 2022)

Effective January 1, 2024 – December 31, 2024 (Table 3)

Plan Name	Tier of Coverage	Cost Share percentage City / Employee	Employer + Employee Combined Monthly Cost	Employee Per Pay Contributions	Employee Per Pay Contribution Difference
Platinum	Employee Only	85% / 15%	TBD (provided by November 2023)	TBD (provided by November 2023)	TBD (provided by November 2023)
	Employee + Spouse	75% / 25%	TBD (provided by November 2023)	TBD (provided by November 2023)	TBD (provided by November 2023)
	Employee + Child(ren)	75% / 25%	TBD (provided by November 2023)	TBD (provided by November 2023)	TBD (provided by November 2023)
	Employee + Family	75% / 25%	TBD (provided by November 2023)	TBD (provided by November 2023)	TBD (provided by November 2023)
Gold	Employee Only	90% / 10%	TBD (provided by November 2023)	TBD (provided by November 2023)	TBD (provided by November 2023)
	Employee + Spouse	80% / 20%	TBD (provided by November 2023)	TBD (provided by November 2023)	TBD (provided by November 2023)
	Employee + Child(ren)	80% / 20%	TBD (provided by November 2023)	TBD (provided by November 2023)	TBD (provided by November 2023)
	Employee + Family	80% / 20%	TBD (provided by November 2023)	TBD (provided by November 2023)	TBD (provided by November 2023)
Silver	Employee Only	95% / 5%	TBD (provided by November 2023)	TBD (provided by November 2023)	TBD (provided by November 2023)
	Employee + Spouse	80% / 20%	TBD (provided by November 2023)	TBD (provided by November 2023)	TBD (provided by November 2023)
	Employee + Child(ren)	80% / 20%	TBD (provided by November 2023)	TBD (provided by November 2023)	TBD (provided by November 2023)
	Employee + Family	80% / 20%	TBD (provided by November 2023)	TBD (provided by November 2023)	TBD (provided by November 2023)

Appendix D
Dental Insurance

Effective January 1, 2022 – December 31, 2022 (Table 1)

Plan Name	Tier of Coverage	Cost Share	Employer + Employee Combined Monthly Cost Effective 1/1/21	Employee Per Pay Contributions Effective 1/1/21	Employer + Employee Combined Monthly Cost Effective 1/1/22	Employee Per Pay Contributions Effective 1/1/22	Employee Per Pay Contribution Difference
Dental PPO	Employee Only	90/10	\$37.20	\$1.72	\$37.20	\$1.72	\$0.00
	Employee + Spouse	50/50	\$74.40	\$18.89	\$74.40	\$17.17	-\$1.72
	Employee + Child(ren)	50/50	\$81.60	\$22.21	\$81.60	\$18.83	-\$3.38
	Employee + Family	50/50	\$86.32	\$24.39	\$86.32	\$19.92	-\$4.47

Effective January 1, 2023- December 31, 2023 (Table 2)

Plan Name	Tier of Coverage	Cost Share Percentage City / Employee	Employer + Employee Combined Monthly Cost	Employee Per Pay Contributions
Dental PPO	Employee Only	90% /10%	TBD (provided by November 2022)	TBD (provided by November 2022)
	Employee + Spouse	50% / 50%	TBD (provided by November 2022)	TBD (provided by November 2022)
	Employee + Child(ren)	50% / 50%	TBD (provided by November 2022)	TBD (provided by November 2022)
	Employee + Family	50% / 50%	TBD (provided by November 2022)	TBD (provided by November 2022)

Effective January 1, 2024 – December 31, 2024 (Table 3)

Plan Name	Tier of Coverage	Cost Share Percentage City / Employee	Employer + Employee Combined Monthly Cost	Employee Per Pay Contributions
Dental PPO	Employee Only	90% /10%	TBD (provided by November 2023)	TBD (provided by November 2023)
	Employee + Spouse	50% / 50%	TBD (provided by November 2023)	TBD (provided by November 2023)
	Employee + Child(ren)	50% / 50%	TBD (provided by November 2023)	TBD (provided by November 2023)
	Employee + Family	50% / 50%	TBD (provided by November 2023)	TBD (provided by November 2023)

Appendix E
Vision Insurance

Effective January 1, 2022 – December 31, 2022 (TABLE 1)

Plan Name	Tier of Coverage	Cost Share	Employer + Employee Combined Monthly Cost Effective 1/1/21	Employee Per Pay Contributions Effective 1/1/21	Employer + Employee Combined Monthly Cost Effective 1/1/22	Employee Per Pay Contributions Effective 1/1/22	Employee Per Pay Contribution Difference
Vision	Employee Only	90/10	\$4.35	\$1.00	\$4.35	\$0.20	-\$0.80
	Employee + Spouse	50/50	\$9.36	\$2.59	\$9.36	\$2.16	-\$0.43
	Employee + Child(ren)	50/50	\$10.20	\$2.83	\$10.20	\$2.35	-\$0.48
	Employee + Family	50/50	\$15.16	\$4.20	\$15.16	\$3.50	-\$0.70

Effective January 1, 2023 (TABLE 2)

Plan Name	Tier of Coverage	Cost Share Percentage City / Employee	Employer + Employee Combined Monthly Cost	Employee Per Pay Contributions
Vision	Employee Only	90% / 10%	TBD (provided by November 2022)	TBD (provided by November 2022)
	Employee + Spouse	50% / 50%	TBD (provided by November 2022)	TBD (provided by November 2022)
	Employee + Child(ren)	50% / 50%	TBD (provided by November 2022)	TBD (provided by November 2022)
	Employee + Family	50% / 50%	TBD (provided by November 2022)	TBD (provided by November 2022)

Effective January 1, 2024 TABLE 3)

Plan Name	Tier of Coverage	Cost Share Percentage City / Employee	Employer + Employee Combined Monthly Cost	Employee Per Pay Contributions
Vision	Employee Only	90% /10%	TBD (provided by November 2023)	TBD (provided by November 2023)
	Employee + Spouse	50% / 50%	TBD (provided by November 2023)	TBD (provided by November 2023)
	Employee + Child(ren)	50% / 50%	TBD (provided by November 2023)	TBD (provided by November 2023)
	Employee + Family	50% / 50%	TBD (provided by November 2023)	TBD (provided by November 2023)

Appendix F
IUPAT Classifications Eligible for “Safety Day”

8 hour safety day

Backflow Technician
Bus Driver
Container Serviceworker
Crew Leader
Cross Connection Control Specialist
Driver Collector
Equipment Operator
Equipment Operator Senior
Facilities Technician
Infrastructure Maintenance Crew Leader
Irrigation Specialist
Landscape Crew leader
Landscape Technician
Lead Facilities Technician
Maintenance Landscaper
Maintenance Worker
Maintenance Worker Senior
Sanitation Worker
[Stormwater Maintenance](#)
[Stormwater Technician Senior](#)
Utility Locator Technician
Wastewater Collection Crew Leader
Water Distribution Crew Leader
[Water Plant Crew Leader](#) Wastewater Service Worker
Water Distribution Service Worker

4 hour safety day

Engineering Technician
Instrument Technician
Utility Electrician
Utility Electrician Senior
Water Laboratory Technicians
[Water-Plant](#) Mechanic

Appendix G
Performance Evaluation Form
EMPLOYEE PERFORMANCE EVALUATION

EMPLOYEE INFORMATION		
Employee Name:	Position:	
Department:	Immediate Supervisor:	
Review Period Ending Date:	Date of Review:	Type: ☐ Probation ☐ Annual
KEY WORK PARTNERS		
Please list individuals and/or teams the employee works with throughout the year from which the supervisor obtained input on the employee's performance:		
PERFORMANCE STANDARDS		
Performance will be evaluated using the below ten (10) standards		
S= Satisfactory NI = Needs Improvement	2% merit = 8 - 10 Above Satisfactory 1% merit = 7 Satisfactory 0% merit = 6 and below (mandatory PIP)	
Communication: Is the Employee professional in their communications, using the appropriate means to their specific position in ways that strengthen knowledge up and/or down the chain of command to provide appropriate and accurate information?	S	NI
Explanation: (only if NI is used)		
Initiative: Does the Employee see tasks that require action and then take appropriate action without specific direction? Does the Employee demonstrate ability to be a self-starter and perform additional tasks as time permits?	S	NI
Explanation: (only if NI is used)		
Teamwork: Does the Employee work well with other stakeholders and assist in getting the job done, as well as participate in and contribute to group/team discussions to assist in problem solving and improving processes?	S	NI
Explanation: (only if NI is used)		
Customer Service: Does the Employee represent the City in a positive and professional manner showing respect to customers both internally and externally?	S	NI
Explanation: (only if NI is used)		
Problem Solving: Does the Employee demonstrate the ability to analyze situations and use good judgment to deliver solutions within the scope of their authority, as well as provide input, information and recommendations to their supervisor on matters within their scope?	S	NI
Explanation: (only if NI is used)		
Dependability: Is the Employee trustworthy and reliable, which is demonstrated by the consistent completion of tasks, timely meeting of required deadlines, reporting to work regularly and on-time and abiding by policies and procedures?	S	NI
Explanation: (only if NI is used)		
Job Skills and Knowledge: Does the Employee performs their job duties at a satisfactory level concurrent with the knowledge, skills, abilities and requirements of their job description/position?	S	NI
Explanation: (only if NI is used)		

EMPLOYEE PERFORMANCE EVALUATION

Safety: Does the Employee utilize safety techniques, skills, and personal protective equipment in a manner consistent with their training and City policies and other regulations? Is the Employee proactive in reducing risk or safety hazards in the work environment?	S	NI
Explanation: (only if NI is used)		
Conduct and Professionalism: Does the Employee demonstrate the ability to maintain tact and bearing, treats others with respect and courtesy, and conducts themselves professionally with a reflection of a positive image for the City?	S	NI
Explanation: (only if NI is used)		
Quantity/Quality of Work: Does the employee produce work compared to department standards, as well as complete work accurately, neatly, thoroughly and meet deadlines?	S	NI
Explanation: (only if NI is used)		
Total Satisfactory (S): ____ Total Needs Improvement (NI): ____	% Increase ____ 0% + PIP (6 & below) ____ 1% (7 Satisfactory) ____ 2% (8-10 Above Satisfactory)	

PERSONAL INITIATIVES – FULL-TIME EMPLOYEES ONLY

Individual initiatives must use SMART (Specific, Measurable, Actionable, Realistic, and Time-bound) methodology.

Employees are eligible to receive an additional 1% merit increase by scoring a 9 or 10 in the Performance Standards section and satisfying all of the Personal Initiatives below.

Performance Initiatives demonstrate that an employee has substantially exceeded the basic competencies of their position (as outlined in the job description and the Annual Employee Performance Evaluation) by meeting one or more of the following criteria: demonstrated job growth, performed added duties reflecting career growth, performed at a high level as compared to other employees, accomplished a special project or achieved high project outcomes.

At the beginning of the rating period, the Personal Initiatives must be mutually set between the employee and supervisor.

Current Reporting Period – Personal Initiatives

The employee has met ____ out of ____ initiatives from the current reporting period.

Employee must meet 3 out of 3 initiatives in order to receive a 1% Merit Bonus.

Next Reporting Period – Personal Initiatives

Initiative:

Initiative:

Initiative:

____ % Performance Standards + ____ % Personal Initiatives = ____ % Total Merit

Immediate Supervisor's Signature:	Date:
Additional Supervisory Signature (if applicable):	Date:
Additional Supervisory Signature (if applicable):	Date:
Department Director's Signature:	Date:
Employee's Signature:	Date:

Instructions and Guidance:

- Key Work partners are any individuals who can contribute to the evaluation of an employee by having firsthand knowledge in determining if the employee is satisfactory (or not) in each performance standard as well as the Personal Initiatives.
- Supervisor selects S for satisfactory or NI for needs improvement for each standard based on the relevant reporting period. After completing all 10 standards, supervisor will tally the S's and the NI's and place in the appropriate box.
- The total Performance Standard score correlates to a % increase:
 - 8-10 ABOVE SATISFACTORY = 2% MERIT
 - 7 SATISFACTORY = 1% MERIT
 - 6 AND BELOW = 0% MERIT, PERFORMANCE IMPROVEMENT PLAN
- Anyone receiving a 6 and below must have disciplinary action on file during the relevant period (including record of oral counseling which would not be part of the official employee record).
- Personal initiatives consist of three initiatives demonstrating that an employee has substantially exceeded the basic competencies and accountabilities of their position (as outlined in the job descriptions and the Annual Employee Performance Evaluation). An employee that meets all three initiatives during the reporting period earn an addition 1% increase. Employees in the same job classification shall have a group meeting at the start of each fiscal year with the supervisor Department Director to develop common goals to instill fairness in developing the initiatives, though initiatives may slightly vary by employee based on the annual review date.
- Employee would receive the total of: the performance standard merit (up to 2%) and the personal initiative bonus (1%) for up to 3% total merit. Employees are guaranteed the 1% initiative bonus in FY22 (10/1/21-9/30/22).



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2021-920

Agenda Date: 9/13/2021

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, ratifying the Collective Bargaining Agreement between the City of Deerfield Beach and the Professional Managers and Supervisors Association in effect from October 1, 2021 through September 30, 2024; authorizing the City Manager to execute the Collective Bargaining Agreement; providing for implementation and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The purpose of this item is to recommend that the City Commission adopt the enclosed resolution, which authorizes and ratifies the tentatively agreed-to Collective Bargaining Agreement ("Agreement") between the City of Deerfield Beach (the "City") and the Professional Manager and Supervisors Association (the "Union"), effective October 1, 2021 through September 30, 2024.

Current Activity

On September 7, 2021, the Union conducted a ratification vote and ratified the Agreement. In the event the City Commission accepts the recommendation and approves the Agreement, the collective bargaining process for this successor agreement shall be deemed concluded, subject to the reopener provisions therein.

A redlined version of the Agreement is included in the backup showing the changes made from the previous agreement.

Recommendation

Approval.



Memorandum

TO: Members of the City Commission

FROM: David Santucci, City Manager
Amanda Robin, Director of Human Resources and Risk Management

DATE: September 13, 2021

RE: Collective Bargaining Agreement – Professional Manager and Supervisors Association (Tentative 2021 – 2024 Successor Agreement)

RECOMMENDATION

The purpose of this item is to recommend that the City Commission adopt the enclosed resolution, which authorizes and approves the ratification of the tentatively agreed-to Collective Bargaining Agreement (“Agreement”) between the City of Deerfield Beach (the “City”) and the Professional Manager and Supervisors Association (the “Union”), effective October 1, 2021 through September 30, 2024.

On September 7, 2021, the Union conducted a ratification vote and ratified the Agreement. In the event the City Commission accepts the recommendation and approves the Agreement, the collective bargaining process for this successor agreement shall be deemed concluded, subject to the reopener provisions therein.

Out of the 30 articles contained in the Agreement, 20 either remain unchanged or contain non-substantive revisions. The following items of significance have been summarized for the Commission’s convenience.

AGREEMENT HIGHLIGHTS AND SUMMARY

The Agreement is for a three (3) year term, effective October 1, 2021 through September 30, 2024.

- **Insurance**
 - Medical, Dental and Vision contributions will be calculated each year using a percentage-based cost sharing split in amounts in-line with industry standards instead of annually negotiating fixed contribution amounts.

- Employee contributions for platinum plan health insurance will increase an average of 9.8% for the upcoming 2022 plan year. Other plans will remain status quo for the 2022 plan year.
- Dental and Vision Insurance tiers were updated to reflect industry standard.
- **Performance Evaluation**
 - Establishes a new merit-based evaluation program, which differentiates below average, average and above average performers, with a 1% bonus to reward the highest performers.
 - Mandates a progress status meeting between supervisors and subordinates prior to the annual evaluation.
- **Wages**
 - Employees will generally receive between a 0% - 2% merit increase each year, though the highest performers will be eligible for a 3% increase.
 - Effective October 1, 2021, all bargaining unit employees will receive a four percent (4%) cost of living adjustment (“COLA”) to their respective base hourly rates. The 4% COLA will result in corresponding adjustments to minimum and maximum pay for the classifications in the City’s pay plan.
 - Effective October 1, 2022 and October 1, 2023, all bargaining unit employees will receive a COLA increase in an amount equal to the Consumer Price Index (“CPI-U”), with a maximum percentage not to exceed 3%. The minimum and maximum of each pay classification will be increased to the same amount.
 - In the event the CPI-U is greater than 3%, PMSA reserves the right to reopen the agreement for the limited purpose of discussing the amount of the COLA.
 - Language was added memorializing the current practice of providing Emergency Pay during periods of emergency (e.g., hurricanes).
- **Standby Pay**
 - Added a 6-month trial period for the position of Landscape Supervisor to determine whether there is an on-going need for a stand-by rotation schedule.
- **Educational Reimbursement**
 - Added educational reimbursement, which is subject to budgetary approval.

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, RATIFYING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF DEERFIELD BEACH AND THE PROFESSIONAL MANAGERS AND SUPERVISORS ASSOCIATION IN EFFECT FROM OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2024; AUTHORIZING THE CITY MANAGER TO EXECUTE THE COLLECTIVE BARGAINING AGREEMENT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City and the Professional Managers and Supervisors Association (“PMSA”) (collectively, the “Parties”) desire to ratify a successor Collective Bargaining Agreement (“CBA”) effective October 1, 2021 through September 30, 2024, which sets forth the terms and conditions of employment for the bargaining unit comprising the City’s supervisory employees; and

WHEREAS, the Parties requested that negotiations commence for a successor CBA; and

WHEREAS, the Parties thereafter met and negotiated in good faith; and

WHEREAS, the City desires to ratify the CBA as set forth in the attached Exhibit “A,” which is hereby incorporated into this Resolution by this reference; and

WHEREAS, by a vote conducted by PMSA, the bargaining unit represented by PMSA ratified the CBA; and

WHEREAS, the attached CBA must be approved by the City Commission to complete the collective bargaining process pursuant to Chapter 447, Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The City Commission hereby approves the CBA, attached as Exhibit “A.”

Section 3. The City Manager is authorized to execute the CBA, attached as Exhibit “A,” together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution.

Section 5. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2021.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



2021 - 2024

Collective Bargaining Agreement

between

Professional Manager and Supervisors Association

[PMSA]

and the

City of Deerfield Beach [City]

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2021 - 2024
Collective Bargaining Agreement Between the
Professional Manager and Supervisors Association [PMSA] and the
City of Deerfield Beach [City]

Article 1 - Preamble

Section 1 - Preamble

This Agreement is made and entered into by the **Professional Managers and Supervisors Association**, hereinafter referred to as “**the PMSA**” or “**the Association**”, and the **City of Deerfield Beach, Florida**, hereinafter referred to as “**City**”. It is the intent and purpose of this Agreement to assure a sound and mutually beneficial working and economic relationship between the Parties; to provide an orderly, prompt, and peaceful means of resolving disputes involving the interpretation of this Agreement; and to set forth the full agreement between the Parties regarding wages, hours and other terms and conditions of employment.

Section 2 - Public Employees

City employees are to regard themselves as public employees and are to be governed by the highest ideals of honor and integrity in all of their public and personal conduct in order that they may merit the respect and confidence of the general public.

WITNESSETH

In consideration of the promises contained in this Agreement, and for other good and valuable consideration, the PMSA and City agree as follows:

Article 2 - Recognition

Section 1 - Recognition of Bargaining Unit

City recognizes the PMSA as the exclusive bargaining agent for the purpose of collectively bargaining wages, hours and terms and conditions of employment and all other mandatory and permissible subjects of bargaining under Florida Statutes Chapter 447 for full-time City employees covered by this Agreement.

Section 2 - Bargaining Unit Classifications

The bargaining unit shall consist of the classifications listed in the Florida Public Employees Relations Commission (F-PERC) Certification No. 1767, subject to a unit clarification by the parties. The composition of unit, as may be clarified by the parties from time to time, shall be reflected in in Appendix A of this Agreement.

Section 3 - Changes in Job Responsibilities

(a) In the event of the renaming, reclassification or reallocation of a classification covered by this Agreement, the Association shall be given no less than 14 calendar days' notice of such change in classification.

(b) In the event of the creation of a new classification, the Association shall be given no less than 14 calendar days' notice of the creation of such classification. Should any such newly created classification fall within the community of interest of the collective bargaining unit, such classification shall automatically be considered part of the collective bargaining unit.

(c) If a dispute arises regarding either Paragraphs (a) or (b) of this Section, the matter shall be submitted to and resolved by the F-PERC in accordance with its rules and procedures.

Section 4 - Definitions

City Commission: Collectively refers to the elected body including the Mayor, Vice Mayor and City Commissioners of the City of Deerfield Beach, Florida.

City Department Director(s): Refers to the City Administrator with responsibility for one of the City Departments recognized in the City Fiscal Year Budget or such administrator's designee.

Calendar Day(s): A 24 hour period reckoned from midnight until midnight.

City Manager: The individual appointed as the City Manager for the City of Deerfield Beach, Florida or his/ her designee.

City's Personnel Rules and Regulations: Refers to the City's Employees Handbook.

Employee(s): A person hired to a full-time, budgeted position of 35 or more hours per week who occupies one of the classifications listed in Appendix A of this Agreement.

Fiscal Year: The City's fiscal year begins on October 1 and ends on September 30 of each year.

F-PERC: The Florida Public Employees Relations Commission.

Normal Work Day(s): A Work Day consisting of seven (7), eight (8) or ten (10) hours scheduled work.

Normal Work Week: A work week of 40 scheduled hours of work consisting of five (5) 8- hour days or four (4) 10-hour days.

PMSA: Refers to the Professional Managers and Supervisors Association, referred to herein either as "the PMSA" or "the Association."

Work Day(s): Shall refer to the days Monday through Friday, inclusive. Saturdays, Sundays and holidays (as recognized by this Agreement) shall not be considered "work days" for any purposes under this Agreement.

Article 3 - Non-Discrimination

Section 1 - Non-Discrimination

The PMSA and the City shall not discriminate against any employee covered by this Agreement because of race, color, sex, age, national origin, religion, disability, political opinions or affiliations, or as may otherwise be prescribed by the Federal, State or local law.

Section 2 - Discrimination on Membership

The PMSA and the City shall not discriminate against, interfere with or coerce and employee covered by this Agreement because of membership or non-membership in the PMSA.

However, the Association is not responsible for representing non-dues paying employees in any matters other than collective bargaining between the Parties to this Agreement.

Section 3 – Dual Filing Prohibition

In the event that an employee files a grievance alleging a violation of this Article, and files an complaint/charge in another forum making the same allegation, the grievance shall be nullified, and the other forum shall have exclusive jurisdiction.

Article 4 - Management Rights

Section 1 - Management Rights

The PMSA recognizes that the City has the exclusive right to manage and direct the various departments of the City. Accordingly, the powers and authority which the City has not specifically abridged, delegated, or modified by the express provisions of this Agreement are retained by the City. The City specifically, but not by way of limitation, reserves the exclusive right to manage and administer the affairs of the City generally; decide the mission of each of the City departments, divisions and other units or organization; set standards of service to be offered to the public; exercise control and discretion over its organization and operation; direct its employees; establish and implement policies and procedures related to employment, promotions, positions, classification, discipline, transfer, assignment, and scheduling of employees; determine and redetermine work schedules; maintain order and efficiency in its operations; determine and redetermine starting and quitting times; determine and redetermine the number of hours to be worked; determine and redetermine whether or not goods and services should be made or purchased; merge, consolidate or close a

department or any part thereof; expand, reduce, alter, combine, assign or cease any job; control the use of equipment and property of the City; fill any job on a temporary, emergency or interim basis; determine the number, location and operation of headquarters, annexes, divisions, substations and departments thereof; determine and redetermine the size and composition of the work force; introduce new or improved services, maintenance procedures, materials, facilities and equipment; require employees to submit to a medical examination by a physician designated by the City when management has a legitimate reason to believe that the employee is unable to perform his duties safely; promulgate and implement rules and regulations for its employees not in conflict with the provisions of this Agreement; set the standards and procedures for application, testing, selection procedures and appointment to all positions in the City; under reasonable circumstances, to dismiss or otherwise relieve from duty employees who have contracted or developed some mental or physical ailment or defect which incapacitates him/her for duty in the City service.

Section 2 - Other Rights and Prerogatives

In addition to the Management Rights enumerated in Section 1 of this Article, the City shall have all other rights and prerogatives which in the past it has lawfully exercised or could have lawfully exercised unilaterally subject only to express restrictions on such rights, if any, as are provided in this Agreement.

Section 3 - Notice of Intent re Privatization/Contracting-Out

City shall provide the PMSA with written notice of the City's intent to privatize/contract-out any work of the bargaining unit no less than 30 calendar days prior to the date on which the privatization/contracting out is anticipated to occur.

Section 4 - English Language Requirement

The parties agree that any applicant for employment or promotion must be able to converse and be understood in spoken English and be able to read and write in English sufficient to discharge the interpersonal communications responsibilities of the classification for which he/she is applying or seeking promotion.

Article 5 - Association Rights

Section 1 - Rights of Employees

(a) Employees covered by this Agreement shall have the rights to which they are entitled by the Constitution of the United States, the Constitution of the State of Florida, and the City's Personnel Rules and Regulations. The City's current Personnel Rules and Regulations are deemed incorporated in their entirety into this Agreement. Any differences or conflicts between the City's Personnel Rules and Regulations and the provisions of this Agreement will be resolved on the basis of the provisions of this Agreement.

(b) Employees shall have the right to join or not to join the PMSA and to engage

in lawful activities for the purposes of collective bargaining free from restraint, coercion, discrimination or reprisal.

(c) Employees shall be provided a copy of his/her Classification Description in response to such employee's written request of City's Human Resources Department.

(d) There shall be only one (1) official personnel file for each employee covered by this Agreement to be maintained by the City's Human Resources Department in accordance with *Florida Statutes* Chapter 119.

(e) No material adverse to an employee shall be placed in his/her official personnel file unless the employee has been afforded an opportunity to review such material. The employee shall acknowledge his/her review of such material and affix his/her signature to such material, understanding that the employee's signature merely acknowledges his/her review of the material, not that the employees necessarily agrees with the content of such material.

Employees shall have 10 calendar days in which to provide a written response to any adverse material placed in the employee's official personnel file. In such event, the written response shall be attached to the adverse material placed in the employee's official personnel file. Receipt of any such written response shall not be considered a grievance regarding the adverse material for any purposes under this Agreement.

(f) Upon appropriate request and scheduling by an employee, the City's Human Resources Department shall permit an employee to review his/her official personnel file and shall provide copies of any material requested by the employee for a reproduction fee in accordance with applicable State law.

Section 2 - Rights of the Association

The PMSA shall have those rights contained in *Florida Statutes* Chapter 447, or as such Chapter may be amended.

Section 3 - Dues Deduction

Employees may authorize payroll deductions for the purpose of paying PMSA dues. No authorization shall be allowed for payment of initiation fees, assessments fees or fines.

Section 4 - Determination of Dues

The PMSA will notify the City of the amount of dues. Such notification shall be made in writing over the signature of the PMSA's Executive Director or designee. Changes in dues will be similarly reported to City, with the notification at least 30 calendar days in advance of the anticipated effective date of any such changes.

Section 5 - Deduction Methodology

Dues shall be deducted each pay period. The deducted monies shall be remitted to

the Association within ten (10) working days of the last pay period of the month. The PMSA will indemnify, defend and hold City harmless against any claims made, and against any suits instituted, against City on account of the deduction of dues.

Section 6 - Payroll Deduction Authorization

Upon receipt of a signed payroll deduction authorization card, City shall deduct those PMSA dues certified by the signature on the card of the employee.

Section 7 - Revocation of Payroll Deduction Authorization

A payroll deduction authorization may be revoked by an employee upon 30 calendar days written notice to the PMSA and the City. Any such revocation shall be on a signed form provided by the PMSA or in a letter of intent from the employee.

Article 6 - Prohibition of Strikes

Section 1 - No Strikes

Neither the PMSA, any officer or agent of the PMSA, nor any employee shall instigate, promote, sponsor or engage in any strike, slow down, concerted stoppage of work, or any other intentional interruption of the operations of the employer, regardless of the reason for doing so. Any and all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the City. Such discharge or discipline shall not be the subject of any grievance procedure or appeal procedure provided in this Agreement, except as to the question of fact.

Section 2 - Association Efforts

In the event of a strike, slow down, concerted stoppage of work, or other intentional interruption of the operations of the City regardless of reasons for doing so, the PMSA shall take direct and immediate action to the fullest extent of its power and influence to bring about a cessation of such activities.

Section 3 - Responsibility

Any employees found to be in violation of this Article and the PMSA (if the PMSA shall fail to take direct and immediate action to the fullest extent of its power and influence to bring about a cessation of a strike, slow down, concerted stoppage of work or other intentional interruption of the operations of the City) shall be liable for any damage or costs which might be suffered by the City or other individual or entity affected as a result of a violation of the provisions of this Article in accordance with the law.

Article 7 - Association Business

Section 1 - Employee Roster

The PMSA may request, no more than once per calendar quarter, a roster containing the names, home addresses, and home telephone numbers of employees covered by this Agreement, and City shall respond to any such request to the extent that information is publicly available pursuant *Florida Statutes* Chapter 119.

Section 2 - Association Business

The City agrees to allow the PMSA's Chief Delegate or his/her designated representative to be released from duty without pay to attend conventions, seminars and meetings. This time will be limited to two (2) events per calendar year as designated by the PMSA.

The City reserves the right for City Department Directors and the City Manager to approve or disapprove these absences based on operational needs.

Section 3 - Bulletin Boards

(a) Bulletin board space shall be provided by the City upon which the PMSA may place non-controversial notices in regard to meetings, social gatherings and all other matters pertaining to legitimate Association business. The PMSA shall be assured of space on City bulletin boards sufficient to post three 8-1/2" x 11" sheets of paper. Bulletin board space will be provided at the following locations:

- City Hall
- Water Plant
- Parks and Recreation Department (including Aquatics Office, Athletics Office, , Pier, Tennis Center in Pioneer Park, Warehouse, Oveta McKeithen Recreation Center, Hillsboro Community Center, Highlands Community Center, Teen Center, West Deerfield Community Center and Constitution Park)
- Central City Campus (Buildings A and B)
- Ocean Rescue Headquarters
- Active Aging
- Mitigation Operations Center (MOC)

(b) All costs incident to the preparing and posting of PMSA materials will be borne by the PMSA. The PMSA is responsible for posting and removing material on City bulletin boards and for helping the City to maintain said boards in an orderly condition.

Section 4 - Negotiations

The City agrees that there shall be no loss of pay for three (3) employees serving as members of the PMSA's negotiating team, provided such negotiation sessions are held at mutually agreed times during the employees' normal working hours.

If the composition of the negotiating team impacts the City's operations due to their

collective absence from work, the applicable Department Director reserves the right to deny an employee's ability to attend the session. In such an event, the PMSA may use an alternate team member. A team member may not be unreasonably denied the ability to attend a negotiation session.

Section 5 - Association Delegates

(a) The PMSA may appoint one (1) Chief Delegate and up to a maximum of four (4) Shop Delegates whose names shall be indicated in writing to the City's Director of Human Resources and Risk Management. Appointments shall not be effective until receipt of notice by the City.

(b) Employees who are selected as a Chief Delegate or as a Shop Delegate shall perform duties for the PMSA on their own time. However, the City recognizes that instances will arise in which it will become necessary for the Chief Delegate and Shop Delegates to perform their duties on City time. Except in emergency conditions, the Chief Delegate's and Shop Delegates' immediate supervisor may grant permission to perform these duties on City time with the understanding that the Chief Delegate and Shop Delegates shall return promptly to their regular assigned duties. A supervisor's permission shall not be unreasonably withheld.

Section 6 - Location for PMSA Business

The City agrees that the PMSA may have access to a room in a City facility at mutually agreed upon times and dates to conduct PMSA business.

Section 7 - Requests for Documents

City agrees to provide the PMSA with one (1) copy of the following documents upon request to the City's Human Resources Department:

(a) City Commission Agenda with specifically requested back-up material for agenda items related to the PMSA and/or City employees generally, except for any such materials that are exempt from the Florida Public Records Law.

(b) Proposed budget, existing budget, budget statements and year-end financial statements.

(c) Minutes of City Commission meetings.

Section 8 - Copies of Agreement

Upon ratification and execution of this Agreement, City will place a copy of this Agreement on the City's website and will provide the PMSA with five (5) stapled, 8-1/2" by 11" copies of this Agreement at no cost.

Article 8- No Solicitation

Section 1 - No Solicitation

Consistent with *Florida Statutes* Chapter 447, employees covered by this Agreement, the PMSA, and representatives of the PMSA shall not solicit employees for any purposes during work hours or on City premises.

Article 9- Seniority

Section 1 - City Seniority

Each full-time employee shall have City Seniority based on the employee's first day of current continuous employment with City. City Seniority shall be used for computing annual leave accrual and pension benefits.

Section 2 - Department Seniority

Each full-time employee shall have Department Seniority based on the employee's first day of current continuous employment in their City Department.

Section 3 - Classification Seniority

Each full-time employee shall have Classification Seniority based on the employee's first day of current continuous regular full-time employment in their classification.

Classification seniority shall be used for determining vacation and shift preference as openings are made available. In the event that Classification Seniority in a specific classification is equal between or among employees, Department Seniority shall be used to determine the senior employee. In the event that Classification and Department Seniority are equal between or among employees, City Seniority shall be used to determine the senior employee.

Section 4 - Loss of Seniority

Employees shall lose City Seniority, Department Seniority and Classification Seniority in the event the employee: (a) is terminated from employment for Just Cause; (b) is administratively separated from City service pursuant to Article 19, Section 6 of this Agreement; (c) retires; (d) resigns from employment; or (d) is on layoff for more than 18 months.

Article 10 - Promotions/Reclassifications/Transfers

Section 1 - Promotions

The term promotion as used in this Article means the advancement of a full-time employee

to a job classification and higher pay grade based within the bargaining unit on favorable work performance, qualifications for the position and on competitive examinations where such examinations are given.

Section 2 - Posting of Vacancies

All vacancies within the bargaining unit for full-time employment will be posted in each City Department and on the City's website, except those vacancies involving a reorganization, and when a vacancy is filled by transfer in accordance with Section 7 herein. In the event a vacancy is filled via transfer, the resulting vacancy created by the move will be subject to the posting requirement. Notices shall include the classification title, rate of pay, City Department, and the minimum requirements of the classification. Such posting shall be for a period of at least five (5) work days. A copy of the notice shall also be sent to the PMSA's Chief Delegate.

Section 3 - Employee Applications

During the period of posting, employees who wish to apply for the open classification, including employees on layoff, may do so. The application shall be in writing or online and on the standard form furnished by the City. Applications shall be submitted to the City's Human Resources Department and received no later than 5:00 p.m. on the closing date of the vacancy.

Section 4 - Filling Vacancies

Positions shall be filled by the best qualified applicant. Where there is a tie in qualification for a promotional position, the employee with the greatest City Seniority shall be appointed. Where there is a tie in qualification for any position, a City employee shall be appointed over an applicant who is not a City employee.

Section 5 - Pay Rate upon Promotion or Reclassification

In any case where an employee is promoted or reclassified to a higher grade and job classification, the starting rate shall be a minimum of 5% over the salary received prior to the promotion or the minimum of the pay grade, whichever is greater, for which the employee is promoted in accordance with Pay Plan grades, provided the Department Director approves. A promotion institutes a new probationary period.

Section 6 – Pay Rate Upon Demotion

In any case where an employee is demoted to a lower pay grade and job classification, the demoted employee's salary shall be based on the pay grade of the new position, but equivalent to the same percentile for which the employee is in the current pay grade (e.g., an employee being paid at the 30th percentile in pay grade E20 is demoted to an E14 position. In such case, the employee will be paid at the 30th percentile for pay grade E14). A demotion institutes a new probationary period.

Section 7 - Transfers

An employee may be transferred to another department with the same job classification and such transfer will not change the employee's pay rate, anniversary date or classification date.

Section 8 - Initial Orientation Period

The initial orientation period shall be regarded as an integral part of the examination process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment and training for a new employee, and for rejecting any employee whose performance or conduct is not satisfactory. Department Directors shall monitor employees during the initial orientation period to insure only those employees performing to the best of their abilities complete their initial orientation period.

The initial orientation period is six (6) continuous months, and may be extended for up to an additional six (6) month period. During this initial orientation period, an employee shall be subject to demotion and disciplinary action up to, and including, termination from employment, without resort or recourse to the Grievance and Arbitration Procedure provided in Article 12 of this Agreement.

Section 9 - Promotional Orientation Period

Employees promoted into a classification shall be required to successfully complete a promotional orientation period.

The promotional orientation period is six (6) continuous months, and may be extended for up to an additional six (6) month period. During this promotional orientation period, an employee may be returned to his former classification without resort or recourse to the Grievance and Arbitration Procedure provided in Article 12 of this Agreement.

All positions filled as a result of a promotion shall be filled subject to the promoted employee's ability to pass the promotional orientation period. Personnel hired or promoted into the lower classification from which the employee is promoted shall not be considered permanent until the promoted employee they are replacing is made permanent in the higher classification. If a promoted employee fails the promotional orientation period, he/she may return to their previously held position, provided said position exists. In the event their previously held position is occupied by another employee, that employee will be displaced so that the demoted employee can return to their former position. If the displaced employee had transferred or promoted into the position, he/she may also return to their previously held position in the same manner, provided the same circumstances exist.

Prior to the expiration of an employee's promotional orientation period, the Department Director shall notify the City's Human Resources Department in writing on the appropriate

form whether or not the employee has performed satisfactorily during the promotional orientation period and recommend the personnel action to be taken.

Section 10 – Movements out of the Bargaining Unit

Employees promoted, reclassified, demoted or transferred into a non-bargaining unit classification shall be subject to the provisions of the City's Employee Personnel Rules and Regulations, and employees moving into another bargaining unit shall be subject to the provisions of the applicable collective bargaining agreement. These provisions include pay, orientation periods and other terms and conditions of employment

Article 11 - Lay-Off and Recall

Section 1 - Reduction in Workforce

When the City, in its sole discretion, determines that a reduction in its workforce is appropriate, employees covered by this Agreement shall be laid off according to the provisions of this Article.

Section 2 - Order of Layoff

(a) Full-time employees shall be laid off by classification within a Department based on the employee's Classification Seniority, i.e., the amount of time the employee has been in the classification he/she occupies at the time of the reduction-in-force. Any ties in Classification Seniority shall be broken by City Seniority, i.e., the amount of time the employee has continuous service with the City since the employee's last date of hire.

(b) However, before any full-time employee is laid off from a classification, all employees in their initial probationary periods in that classification shall be laid off.

(c) Once identified for layoff from his/her present classification and Department:

(I) A full-time employee with greater City Seniority may bump (i.e., displace) the least senior (in terms of City Seniority) full-time employee within the City who occupies the same classification as the laid-off employee; or

(II) A full-time employee with greater City Seniority may bump (i.e., displace) the least senior (in terms of City Seniority) full-time employee within the City who occupies any classification in which the laid-off employee has previously worked for the City as a full-time, permanent (i.e., non-probationary) employee. In such event, the full-time employee's pay shall be reduced to (capped at) the maximum of the pay grade into which he/she is bumping; and

Section 3 - Notice of Layoff

Full-time employees not on initial probation shall be given written notice of layoff no less than 14 calendar days in advance of the effective date of the layoff.

Section 4 - Pay Out of Benefits upon Layoff

As of the effective date of layoff, employees shall be entitled, at their election, to cash out any earned and accrued Compensatory Time, Sick Leave and Annual Leave to which they may be entitled under this Agreement.

Section 5 - Recall

(a) Any full-time employee who is laid off shall be entitled to the provisions of this Section for up to 18 months from the effective date of his/her layoff.

(b) Any full-time employee who is laid off shall be entitled to recall to the classification from which he/she was laid off in reverse order of his/her Classification Seniority.

(c) Employees entitled to the provisions of this Section shall be responsible for notifying the City's Human Resources Department of their current address-of-record and telephone number, as well as any changes to such contact information.

(d) Employees being recalled to a classification shall report for work no later than three (3) work days after their notification of recall. Any employee who fails to respond as required by this Sub-Section shall be terminated from employment for the abandonment of his/her position.

(e) Employees who are not recalled within 18 months from the effective date of their layoff shall be terminated from employment pursuant to this Section.

Section 6 – Delegate Seniority

Delegates shall have Seniority above all bargaining unit members with regards to layoffs and recall.

Article 12 - Grievance and Arbitration Procedures

Section 1 - Definition of Grievance

A grievance is a difference or dispute between an employee and City, or between the PMSA and the City, regarding the interpretation, application or violation of the express terms of this Agreement or of applicable employment law.

Section 2 - Requirements of Written Grievance

A written grievance submitted at any Step of the Grievance Procedure provided in this Article shall be on the form provided in Appendix B of this Agreement, and shall contain the following information:

- The date the grievance is being submitted;
- The printed name and signature of the PMSA Chief or Shop Delegate, if applicable;
- The Step at which the grievance is being submitted;
- The name of the person to whom the grievance is being submitted;
- The date of the occurrence giving rise to the grievance;
- The Article(s) and Section(s) of the Agreement allegedly violated;
- A brief statement describing what happened and the person(s) involved;
- The corrective action (i.e., remedy) being sought; and
- The printed name and signature of the Grievant.

Written grievances which do not include the above information will be returned to the Grievant for correction and resubmission only once. Upon the return of a grievance for insufficiency, the Grievant shall make all necessary revisions and re-submit the grievance within three (3) work days after the City's return of the grievance. Failure to do so shall result in the grievance being deemed null and void and bar any further processing of the grievance.

Section 3 - Time Limitations

(a) No grievance shall be considered or processed under this Article unless it is submitted within the time limits set forth in this Article. However, the PMSA and City may mutually agree in writing to extend any of the time limits set forth in this Article.

(b) The Grievant shall be responsible for documenting/proving the timely receipt of a written grievance at each of the Steps contained in the Grievance Procedure provided in Section 6.04 of this Agreement. The appropriate City representative shall be responsible for documenting/proving the timely delivery of a written answer to both the Grievant and the PMSA at each of the Steps contained in the Grievance Procedure provided in Section 6.04 of this Agreement.

(c) If a grievance is not presented within the time limits set forth in this Article (or within any time limits mutually agreed to in writing by the PMSA and City), said grievance shall be deemed settled on the basis of City's last answer to such grievance. If City fails to provide an answer within the time limits set forth in this Article (or within any time limits mutually agreed to in writing by the PMSA and City), the Grievant may elect to treat the grievance as denied and appeal the grievance to the next step.

(d) The term "work days" shall refer to the days Monday through Friday, inclusive. Saturdays, Sundays and holidays (as recognized by this Agreement) shall not be considered "work days" for any purposes under this Article.

Section 4 - Grievance Procedure

(a) A grievance must be submitted within ten (10) work days following the event giving rise to the grievance or within ten (10) work days of the time the Grievant should have reasonably learned of such event.

(b) Grievances shall be processed as follows:

Step 1

Written Grievance to Department Director

A written grievance shall be submitted to the appropriate Department Director within ten (10) work days of the time the Grievant should have reasonably learned of such event.

The Department Director shall then issue a written answer to the grievance within ten (10) work days of the Department Director's receipt of the grievance at Step 1.

Step 2

Written Appeal to City's Director of Human Resources and Risk Management

If the grievance is not resolved at Step 1, a written grievance shall be submitted to the City's Director of Human Resources and Risk Management [DHR] within five (5) work days of the Grievant's receipt of the Department Director's written answer at Step 1.

The DHR shall then issue a written answer to the grievance within five (5) work days of the DHR's receipt of the grievance at Step 2.

Step 3

Written Appeal to City Manager

If the grievance is not resolved at Step 2, a written grievance shall be submitted to the City Manager within five (5) work days of the Grievant's receipt of the Director of Human Resources and Risk Management's written answer at Step 2.

The City Manager shall then issue a written answer to the grievance within ten (10) work days of the City Manager's receipt of the grievance at Step 3.

Step 4

Written Request for Arbitration

(a) If a grievance is not resolved at Step 3, the PMSA and the City may within ten (10) work days mutually agree in writing to submit the matter to mediation using the

services of the Federal Mediation and Conciliation Service (FMCS).

(b) If there is no agreement to mediation, the PMSA (and only the PMSA) may file a written request for arbitration with the FMCS within 15 work days of the Grievant's receipt of the City Manager's written answer at Step 3.

(c) The PMSA shall request a list of seven (7) arbitrators located (or billing from) the State of Florida from the FMCS. The parties shall each alternately strike three (3) names from such list, with the PMSA striking first. The remaining name shall be the arbitrator.

(d) The arbitrator shall promptly conduct the hearing on the grievance at which both the PMSA and the City shall be permitted to present their evidence and arguments. The decision of the arbitrator shall be rendered in writing with copies furnished both to the PMSA and the City no later than 30 calendar days after the conclusion of the hearing.

(e) The arbitrator shall limit his/her opinion to the interpretation or application of this Agreement and shall have no power to amend, modify, nullify, ignore or add to the provisions of this Agreement.

(f) The PMSA and the City shall each bear the expense of their respective witnesses and representatives. The expenses of the arbitrator shall be borne equally by the PMSA and the City.

(g) Employees required to testify at an arbitration hearing will be made available without loss of pay by the City. However, whenever possible, employees shall be placed on call to minimize time lost from work and shall return to work upon completion of their testimony.

Article 13 - Temporary Assignments

Section 1 - General Provisions

In the event an employee is temporarily assigned, the Department Director shall base his or her decision on experience, qualifications, special skills, seniority, job performance history and other job-related criteria. Department Director's decision shall not be subject to the grievance procedure.

The City shall notify the PMSA of any employees temporarily assigned in a PMSA classification when the change becomes effective.

Section 2 - Temporary Assignments

A full-time employee who is temporarily assigned the duties and responsibilities of a position which has a higher pay classification shall be compensated at a rate commensurate with the responsibilities assumed in the higher classification after serving

at least two weeks in the temporary assignment, but in no case shall the temporary adjustment be less than 5%. This provision does not include temporary time due to an employee on scheduled leave. All such temporary assignments must be reported to and approved by the City Manager before a higher rate of compensation can be made. At the conclusion of the assignment, the employee's pay shall revert to the authorized rate established for the regular position.

Section 3 - Temporary Assignments in Excess of 180 Calendar Days

In the event an employee is required to perform duties in a classification higher than that which such employee holds on a permanent basis for a period longer than 180 continuous calendar days, the employee shall be deemed to have been promoted into the higher classification, provided that the employee meets the minimum qualifications for the higher classification.

However, the provisions of this Section shall not apply if the employee is working in the higher classification to replace a City employee whose absence is due to illness or injury and such employee is expected to return to work.

Article 14 -Drug Free Workplace Program

Section 1 - Development of Replacement Program

The Parties have the right to reopen this Agreement to address the development of a replacement drug free workplace program in the second and third years of the Agreement. Should either party select to reopen the Agreement for those fiscal years, it shall provide the other party with notice of its intent to do so by May 1, 2018 and May 1, 2019, respectively, and the parties will commence bargaining over that issue by June 1, 2018 and June 1, 2019, respectively.

However, no random testing will be conducted of any classification not required under Federal Department of Transportation Rules and Regulations or other applicable state or federal law enacted.

Section 2 - Drug and Alcohol Abuse Policy

The City recognizes that City employees are not immune from the problems which face society in general, including alcohol and drugs. While the City does not presently have reason to believe that any employee is abusing drugs or alcohol, the only effective means of avoiding potential problems is through a comprehensive policy directed against alcohol and drug abuse by employees.

The following constitutes a violation of the City's Drug and Alcohol Abuse Policy applicable to regular full-time and regular part-time employees:

- (a) The use of or being under the influence of intoxicants or drugs while on duty.

(b) The use of or being under the influence of intoxicants or drugs when wearing a City uniform, whether on or off duty.

(c) The unlawful manufacture, distribution, dispensing, possession and use of any controlled substance including prescription drugs.

(d) Failure to notify the Human Resources Department of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction. A violation of the City's Drug Free Workplace Program may subject the employee to disciplinary action up to and including termination.

Section 3 - Definitions

Under the influence of alcohol shall mean testing positive for the presence of alcohol based upon the guidelines of Section 440.101, or 440.102, Florida Statutes, or Florida Administrative Code 59A-24 (unless a stricter standard is authorized by law for a specified job position).

Under the influence of drugs shall mean testing positive for the presence of drugs based upon the standards set forth in Section 440.101 or 440.102, Florida Statutes, Florida Administrative Code 59A-24 (unless a stricter standard is authorized by law for a specified job position), or Title 21 United States Code (USC) Controlled Substances Act; provided that any statutory standard which is more strict shall apply.

Drug shall mean any controlled substance as defined in Chapter 893, Florida Statutes or any substance defined as a drug in Section 440.102, Florida Statutes, or Title 21 USC.

Section 4 - Testing

All testing for alcohol or drugs shall be undertaken as follows:

(a) There shall be two tests conducted by the City. If the first test is negative, there shall be no second test, unless the City has reason to believe there was some irregularity in the administration or analysis of the first test. The second (confirmatory) test shall be a gas chromatography/mass spectrometry (GC/MS test) or such other equivalent or more accurate scientifically accepted test, at the City's option. It shall be this second, confirmatory test, which shall be the determinant for the City as to whether the employee or applicant was under the influence of alcohol or drugs and which shall trigger disciplinary action against employees and a determination not to hire job applicants.

(b) A sample shall be collected with due regard to the privacy of the individual providing the sample, and in a manner reasonably calculated to prevent substitution or contamination of the sample.

(c) Specimen collection shall be documented and the documentation procedures shall include:

- 1) Labeling specimen containers to preclude erroneous identification;
- 2) A form for the employee or applicant to provide any information he/she considers relevant to the test, including identification of currently or recently used prescription or nonprescription medication or other relevant medical information. Such form shall provide notice of the most common medications by brand name or common name, as applicable, as well as by chemical name, which may alter or affect a drug test. The providing of information shall not preclude the administration of the drug test, but shall be taken into account in interpreting any positive confirmed results; and
- 3) A consent form.

(d) Specimen collection, storage, and transportation to the testing site shall be performed in a manner which will reasonably preclude specimen contamination or adulteration.

(e) A specimen for a drug test may be taken by any person authorized to do so by

Florida Statutes Chapter 440.102.

(f) Specimens shall be sufficient for two drug tests as determined by the Department of Health and Rehabilitative Services.

(g) Every specimen that produces a positive confirmed result shall be preserved by the licensed laboratory that conducts the confirmation test for a period of at least 210 days after the results of the positive confirmation test are mailed or otherwise delivered to the employer. However, if an employee or job applicant undertakes an administrative or legal challenge to the test result, the employee or applicant shall have the responsibility to notify the laboratory and the sample shall be retained by the laboratory until the case or administrative appeal is settled. During the 180 day period after written notification of a positive test result, the employee or job applicant who has provided the specimen shall be permitted to have a portion of the specimen retested, at the employee's or applicant's expense at another laboratory, licensed and approved by the Department of Health and Rehabilitative Services, chosen by the employee or applicant; provided that the employee or applicant shall provide notice to the City of his/her desire to undertake such a test within five working days of receipt of the results of a positive confirmatory test or notice from the City that the applicant or employee's timely explanation was unsatisfactory whichever occurs later. The second laboratory must test at equal or greater sensitivity for the drug in question as the first laboratory. The first laboratory which performed the test for the employer shall be responsible for the transfer of the portion of the specimen to be retested, and for the integrity of the chain of custody during such transfer.

(h) Within five working days after receipt of a positive confirmatory test result from the testing laboratory, the City shall inform an employee or job applicant in writing of such positive test result, shall provide a copy of the test result and shall provide a statement of the consequences of such result and the options available to the employee or job applicant.

(i) Within five working days after receiving notice of a positive confirmatory test result, the employee or job applicant may submit information in writing to the employer explaining or contesting the test results, and why the results do not constitute a violation of the employer's policy.

(j) If the City deems the explanation or challenge to be unsatisfactory, it shall provide a written explanation as to why the employee's or job applicant's explanation is unsatisfactory. Such documentation shall be kept confidential as provided by law and shall be retained for at least one year.

(k) The City shall employ chain-of-custody procedures as established by the Department of Health and Rehabilitative Services.

(l) An applicant whose second test confirms the original positive test result may, at the applicant's expense, have a third test (being a gas chromatography/mass spectrometry (GC/MS test) conducted on the original sample at a laboratory approved by the City.

(m) The City shall pay the costs of the initial and the first confirmation test; the employee or job applicant shall pay for any test which he/she requests. Payment shall be made by the employee upon requesting the test.

(n) Should an applicant or employee fail to request a third test, after a positive confirmatory test by the City, within five days after receiving the notice of positive results from the City or notice of the City's determination that the applicant or employee's timely explanation was unsatisfactory, whichever occurs later, the employee or applicant shall waive any claims to a position lost as a result of the positive confirmatory test. A job applicant shall, in no event, be entitled to a position applied for and filled during any review of positive tests or other challenge.

(o) An employee shall have access to the grievance procedure provided in the Personnel Rules and Regulations or Article 12 of this Agreement.

(p) Upon detecting a false positive error, the City shall notify the laboratory and the Florida Department of Health and Rehabilitative Services of any such error.

(q) The laboratory shall not disclose any information relative to the health or mental condition of the tested employee except as provided by law. The City shall not request or receive from the testing facility any information concerning the personal

health, habit, or condition of the employee (other than the drug test results) including, but not limited to, the presence of HIV antibodies in an injured employee's body fluids.

Section 5 - Medications

Below are listed the most common medications by brand name or common name, and chemical name, which may alter or affect a drug test as listed by the Department of Health and Rehabilitative Services and the Florida Statutes 440.102(a):

- I. Alcohol. All liquid medications containing ethyl alcohol (ethanol). Please read the label for alcohol content. As an example, Vick's Nyquil is 25 per cent (50 proof) ethyl alcohol, Comtrex is 20 per cent (40 proof), Contact Severe Cold Formula Night Strength is 25 per cent (50 proof), and Listerine is 26.9 per cent (54 proof).
- II. Amphetamines. Obetrol, Biphetamine, Desoxyn, Dexedrine, Didrex.
- III. Cannabinoids. Marinol (Dronabinol, THC).
- IV. Cocaine. Cocaine HCl Topical Solution (Roxanne).
- V. Phencyclidine. Not legal by prescription.
- VI. Methaqualone. Not legal by prescription.
- VII. Opiates. Paregoric, Parepectolin, Donnagel PG, Morphine, Tylenol with Codeine, Empirin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guaiatuss AC, Novahistine DH, Novahistine Expectorant, Dilaudid (Hydromorphone), M-S Contin and Roxanol (morphine sulfate), Percodan, Vicodin, etc.
- VIII. Barbiturates. Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fioricet, Esgic, Butisol, Mebaral, Butabarbital, Butabital, Phrenilin, Triad, etc.
- IX. Benzodiazepines. Ativan, Azene, Clonopin, Dalmane, Diazepam, Halcion, Librium, Poxipam, Restoril, Serax, Tranxzone, Valium, Verstran, Xanax.
- X. Methadone. Dolophine, Methadose.
- XI. Propoxyphene. Darvocet, Darvon N, Dolene, etc.
- XII. Hallucinogens. L.S.D., Payote, etc.
- XIII. Synthetic Narcotics.

XIV. Designer Drugs.

Section 6 - Privacy in Drug Testing

Urine samples shall be provided in a private restroom stall or similar enclosure so that employees and applicants may not be viewed while providing the sample. Bags, briefcases, purses and other containers may not be carried into the test area. The water in the commode shall be colored with dye to protect against dilution of test samples.

Section 7 - Drug Testing for Applicants

A drug test will be given to all job applicant finalists for safety sensitive positions, which is defined in Section 440.102, Florida Statutes, as a part of the pre-employment physical examination prior to hiring. A refusal to take the drug test will disqualify the applicant from further consideration for hiring.

Job applicants and employees have the right to consult the medical review officer or testing laboratory for technical information regarding prescription and non-prescription medication.

Job applicants will no longer be considered for employment if their test results have been confirmed positive by the medical review officer subject to the review procedures contained herein.

Section 8 - Current Employee Testing

(a) Testing for Reasonable Suspicion

The City may require a current City employee to undergo drug testing and alcohol testing if there is reasonable suspicion that the employee is under the influence of drugs or alcohol during work hours. "Reasonable suspicion" means an articulable belief based on specific facts and reasonable inferences drawn from those facts that an employee is under the influence of drugs or alcohol. Circumstances which constitute a basis for determining "reasonable suspicion" may include, but are not limited to:

- A pattern of abnormal or erratic behavior or a significant deterioration in work performance,
- Information provided by a reliable and credible source,
- A work-related accident, that the employee has caused or contributed to, Direct observation of drug or alcohol use,
- A report of drug use, provided by a reliable and credible source, which has been independently corroborated,
- Presence of the physical symptoms of drug and alcohol use (i.e., glassy or bloodshot eyes, alcohol or marijuana odor on breath, slurred speech, poor coordination and/or reflexes),
- Increased absenteeism, Substandard work,

- Increased disciplinary incidents, Deteriorating work relationships,
- Increased inattentiveness and absentmindedness, Increased hostility toward the public or other employees,
- Frequent need for work breaks,
- Evidence that an individual has tampered with a drug test during his employment with the City,
- Evidence that an employee has used, possessed, sold, solicited or transferred drugs while working or while on City premises or while operating City vehicles, machinery or equipment, and/ or
- Mood swings.

Where testing is based upon reasonable suspicion, supervisors are required to detail in writing on the form available in the Human Resources Department the specific facts, symptoms or observations which formed the basis for their determination that reasonable suspicion existed to warrant the testing of an employee. If the Department Director concurs that sufficient suspicion exists to warrant testing, he/she shall submit his/her findings to the Human Resources and Risk Management Director and a drug test shall be given. If the Human Resources and Risk Management Director is not available, findings may be submitted to the City Manager, Assistant City Manager or Risk Manager, in that order.

(b) Testing for Cause

- 1) Moving-Vehicle Accident -- If an employee causes or contributes to the cause of a moving-vehicular accident that results in damage to the City's and/or member of the public's property, the employee must submit to a drug test. Following the drug test, if not under the influence of any controlled substance, the employee may return to work. In all situations, the accident must be immediately reported by the employee to his/her supervisor.
- 2) Non-Moving-Vehicle Accident -- If an employee causes or contributes to the cause of a non-moving-vehicular accident that results in damage to the City's and/or customer's and/or member of the public's property, the employee must submit to a drug test. In all situations, the accident must be immediately reported by the employee to his/her supervisor.
- 3) Worker's Compensation/On-Duty Injury – If an employee suffers an injury while on duty, he/she must submit to a drug test. The employee will be provided an authorization form to take to the testing facility. Upon becoming aware of the injury, the employee must immediately report to his/her supervisor.

Following the drug test, if not under the influence of any controlled substance, the employee may return to work.

(c) Routine Fitness for Duty

An employee will submit to a drug test if the test is conducted as a part of routinely scheduled employee fitness-for-duty medical examination that is part of the City's established policy or that is scheduled routinely for all members of an employment classification or group, and approved as a prerequisite by the City.

(d) Additional Testing

Additional testing may also be conducted as required by applicable state or federal laws, rules, or regulations and as set forth herein or permitted by Section 440.102, Florida Statutes.

(e) Refusal to Test

Employees who refuse to submit to an alcohol and/or other drug test may forfeit their eligibility for all workers' compensation medical and indemnity benefits. Refusal to submit to an alcohol and/or other drug test will be considered a violation of a lawful and reasonable regulation or order and insubordination. As such it shall result in separation from the City service.

(f) Employee Status After Test

Following a drug test for reasonable suspicion, accident or injury, the employee cannot return to work until the City receives and reviews the results of the drug test. If the test is negative, the employee shall receive regular salary for hours of work lost.

Job applicants and employees have the right to consult the testing laboratory for technical information regarding prescription and non-prescription medication.

Section 9 - Voluntary Identification

No disciplinary action shall be taken against employees who voluntarily identify themselves as drug users or alcohol abusers, obtain counseling and rehabilitation through the City's Employee Assistance Program and thereafter refrain from violating the City's policy on drug and alcohol abuse. The Employee Assistance Program can give information as to other local alcohol and drug rehabilitation programs. However, to be exempt from such disciplinary action the employee must seek counseling and rehabilitation and notify the City of such counseling prior to being asked to take a drug test.

Section 10 - Education

The City shall conduct an annual education program to alert its employees to the dangers of the abuse of drugs and alcohol, the effects of drug and alcohol abuse on job performance and the consequences of such abuse in the workplace. Annual education shall be conducted virtually during the regular scheduled workday.

Section 11 - Collective Bargaining Agreement

The City's collective bargaining agreement with the PMSA contains the City's Drug Free Work Place Policy by reference and falls under the jurisdiction of the Florida Public Employees Relations Commission (PERC) and its appeal procedures.

Article 15 - Uniforms and Equipment

Section 1 - Cleaning

The City will provide and pay for the cleaning of uniforms for those full-time employees required by the City to wear uniforms on the job. Where the City requires employees to wear safety shoes, the City will provide such safety shoes to the employees. via the issuance of an annual allowance of \$150 to cover the purchase of said safety shoes. The bargaining unit member shall be on active duty at the time of payment, (i.e., not on any type of paid or unpaid leave-of absence), in order to receive payment. The employee not on active duty who returns to active duty within the fiscal year shall receive the allowance in their first check. If a newly hired bargaining unit member's position requires safety shoes, the newly hired bargaining unit member will be issued a \$150 in their first check to cover the purchase of said safety shoes.

Section 2 - Responsibility for Return

Upon termination of employment, the employee shall return to the City all uniforms, tools and equipment assigned to him/her in the same condition they were in at the time the employee received them, normal wear and tear excepted. If the employee fails to return any item, or if he/she returns any item in a damaged condition due to causes other than normal wear and tear, the cost of repair or replacement of the item shall be deducted from the employee's final pay check.

Section 3 - Repair or Replacement

The City agrees to repair or replace shoes, prescription glasses, contact lenses or dentures which become damaged or lost through no fault of the employee while the employee is acting in the performance of his/her duties and provided that all safety procedures have been adhered to by the employee. Personal items such as jewelry, personal cell phones, sunglasses, etc., are not covered. Personal watches will be covered up to a maximum of \$50.00.

The employee is required to notify his/her supervisor of the loss or damage immediately, or as soon as possible during the same workday. A Damage, Loss or Theft report must be filled out and signed by the supervisor, and a receipt for the replacement or repair of the item must be attached.

Article 16 - Safety and Health

The City will make reasonable effort to provide and maintain for the safety and health of its employees during hours of employment. The City will comply with all applicable Federal, State and local laws regarding safety and working conditions. The safety standards to be applied are those contained in Federal OSHA 29 CFR 1910. Where unsafe and sub-standard conditions exist, the City will correct them to the best of its ability.

Article 17 - In-Service Training

Section 1 - Payment for Training

All full-time employees required by the City to attend any training and/or health and safety program paid for by the City shall be compensated at their regular rate of pay for the length of time they are required to attend such training or program.

Section 2 – Payment for Certification

Employees who are approved and/or obtain additional preferred by their classification description shall receive a payment of \$400.00 per certification. Bargaining unit members must obtain written approval in advance from their Department Director to ensure that any certification outlined in this section will qualify for certification pay. Advance approval shall also be sought prior to the start of the classes. All requests shall be submitted using the "Pre-Approval" form attached hereto.

Article 18 - Performance Evaluation

Section 1 - Annual Performance Evaluation

All bargaining unit employees will receive a written evaluation from their Department each year using the form provided in Appendix G of this Agreement. Employees will be evaluated on their performance and expected to meet only performance standards as defined in their position description. All such performance standards will be job-related.

A bargaining unit employee who does not meet performance standards in their overall rating will be denied merit increase. However, a bargaining unit employee who is not satisfactorily meeting their performance standards will be notified by his supervisor of the area(s) to be corrected prior to the receipt of their performance evaluation.

All bargaining unit employees, however, will be granted a pre-evaluation meeting on or around six (6) months into their respective evaluation period. At the pre-evaluation meeting, employees will receive one of the following notifications by their supervisor: not meeting the performance standards, satisfactorily meeting performance standards, or exceeding performance standards. Depending on the circumstances, the supervisor will

detail the area(s) to be corrected prior to the receipt of their annual performance evaluation.

Section 2 - Orientation Performance Evaluation

Probationary bargaining unit employees will be evaluated on a more frequent basis. For the Initial orientation period, employees will be periodically evaluated using the form provided in Appendix G during the six (6) month initial orientation period from date-of-hire. Promoted bargaining unit employees will be evaluated using the form provided in Appendix G during their six (6) month promotional orientation period.

Article 19 - Employee Discipline

Section 1 - Employee Discipline

(a) High standards of conduct are expected of employees in order to preserve the City's reputation and to insure an equitable, safe and productive work environment.

(b) Employee Discipline shall be for Just Cause.

(c) Employees shall be allowed the presence and representation of a PMSA Chief Delegate or Shop Delegate and a PMSA Staff Representative during: (1) any investigatory meeting which an employee reasonably believes may result in employee discipline; and (2) any meeting in which employee discipline is imposed.

If City specifically calls a meeting for the purpose of investigation or the imposition of discipline, the City shall apprise an employee of his/her rights under this Section prior to the start of the meeting.

(d) For purposes of this Agreement, employee discipline shall be limited to the following personnel actions: Oral or Documented Oral Counseling; Written Reprimand; Suspension Without Pay; Demotion or Termination from Employment.

(e) Employees may be disciplined both for off-duty misconduct and for off-duty misconduct on City premises or property if such misconduct is: (I) unlawful or improper; (II) would tend to adversely impact the employee's relationship to his/her job or co-workers; or (III) brings the City, the City's services, or the City's workforce into disrepute.

(f) No employee shall be disciplined for indebtedness. However, City shall take any action required by court order or applicable law in response to any employee's indebtedness.

(g) Generally, the City will follow a Corrective Discipline System (hereinafter referred to as the CDS) whereby less severe forms of discipline are issued prior to the imposition of more severe forms of discipline when an employee fails to correct his/her work-related performance and/or conduct after being given a reasonable opportunity to do so.

The CDS shall consist of the following steps:

Oral or Documented Oral Counseling

A Supervisor shall notify an employee regarding work-related performance and/or conduct issues and shall inform the employee of the Supervisor's specific expectations for improvement. Counseling shall not be considered employee discipline.

Written Reprimand

If the work-related performance and/or conduct issues continue, the Supervisor shall issue a Written Reprimand. The reprimand shall be documented by a written memorandum indicating the date on which the Written Reprimand was issued, the issue(s) that were addressed, and the Supervisor's expectations for improvement.

Suspension Without Pay

If the work-related performance and/or conduct issues continue, the Supervisor shall meet with his/her Department Director to discuss a Suspension Without Pay. Provided the Department Director is in agreement, a Suspension Without Pay shall be documented by a written memorandum indicating the date on which the suspension was issued, the issue(s) that were addressed, and the Department's expectations for improvement. The written memorandum shall also include the number of days for which the employee is being suspended without pay and the dates of such suspension.

Demotion or Termination

If the work-related performance and/or conduct issues continue, the Department Director shall contact the Human Resources Department and submit a written memorandum recommending that the City Manager either demote or terminate the employee from employment with the City.

A copy of the written memorandum shall also be given to the employee and the PMSA. Upon his/her receipt of the Department Director's recommendation, the employee shall be placed on Administrative Leave With Pay until the City's Manager's action on such recommendation.

An employee recommended for Demotion or Termination from employment shall be entitled to a meeting with the City Manager prior to the City Manager's action on the recommendation, provided that the employee requests such meeting in writing that is received by the City Manager's Office no later than three (3) work days after the employee's receipt of the Department Director's recommendation.

If the employee does not request a meeting with the City Manager within three (3) work days, the employee's right to a predetermination meeting shall be considered waived.

During his/her meeting with the City Manager, the employee (or any representative of the employee's choice) shall present whatever information the employee wishes to be considered by the City Manager before taking any action on the Department Director's recommendation.

The City Manager's decision regarding the Department Director's recommendation shall be final.

Section 2 - Grounds for Employee Discipline

Subject to the Grievance and Arbitration Procedures contained in Article 12 of this Agreement, the following shall be deemed Just Cause for employee discipline:

- (a) Being charged with a felony (with right of City to suspend employee without pay until the charge(s) has/have been resolved).
- (b) Violations of safety rules and practices.
- (c) Has violated any lawful and reasonable regulation or order, or failed to obey any lawful or reasonable direction made and given by a superior.
- (d) Violation of the City's Drug Policy as described in Article 16 of this Agreement.
- (e) Has been unable to perform the essential functions of their job duties for physical or mental reasons.
- (f) Concerted curtailment or restriction of production or interference with work in or about the City's property, including, but not limited to, instigating, leading or participating in any walkout, strike, sit-down, slowdown or refusal to return to work at the scheduled time for the scheduled shift.
- (g) Has been guilty of acts which amount to insubordination or of disgraceful conduct.
- (h) Has been offensive in conduct or language toward the public, toward City officials or toward other employees.
- (i) Misappropriation, misuse or unauthorized use of City equipment, tools, funds, machines, etc.
- (j) Falsification or significant omissions of personal or City records verbally or in writing, including employment applications, accident records, work records, purchase orders, time sheets or any other report or record.
- (k) Incompetence, inefficiency or repeated neglect of assigned duties.

- (l) Has been incompetent, negligent or inefficient to such an extent that the employee's performance evaluations fall below a reasonable standard.
- (m) Has used, or threatened to use, or attempted to use political influence in securing promotion, leave of absence, transfer or change of class, pay, or character of work.
- (n) Has been habitually tardy or absent from duty.
- (o) Unauthorized absence from duty.
- (p) Violation of the State of Florida Ethics Law.
- (q) That the employee is antagonistic in his attitude toward supervisory or fellow employees, criticizing orders or rules issued and policies adopted by his superiors or so conducts himself as to interfere with the proper coordination of the employees of the City to the detriment of efficient public service.
- (r) Violating internal departmental rules and regulations that have been posted or which the employee has received a copy.
- (s) Vending, soliciting or collecting contributions for any purpose whatsoever at any time on City premises unless authorized by the Department Director or City Manager.
- (t) Making or publishing of false, vicious or malicious statements concerning any employee, supervisor, the City or its operation.
- (u) Suspension or revocation of valid driver's license required for job performance.
- (v) Operating any City vehicle or equipment without a valid Florida driver's license and/or certification or with wrong endorsements required by law for that vehicle.
- (w) Misuse of City property or neglect with respect to City property.
- (x) Quitting work, wasting time, loitering, or leaving assigned work area during working hours without permission.
- (y) Taking more than the allotted time for meals or break periods.
- (z) Engaging in gambling, lottery, or any other game of chance at City work stations at any time.
- (aa) Failing to report to a supervisor or department Director a request for information or receipt of a subpoena for a matter relating to City business.

- (bb) Knowingly reporting for work with a serious communicable disease.
- (cc) Discussing with members of the City Commission matters relating to an employee's employment status.
- (dd) Unauthorized use, possession or display of firearms, explosives or weapons on City property.
- (ee) Theft of or removal without proper authorization of any City property or property of any employee or other person.
- (ff) Unauthorized absence from work for a consecutive period of three (3) days or three (3) assigned shifts. (i.e., abandonment of position).
- (gg) Unauthorized absence by Emergency Support personnel during a declared emergency.
- (hh) Sleeping or hiding during duty hours.
- (ii) Failure to work special hours or special shifts, after being scheduled according to overtime, callback or on-call duty policies.
- (jj) Knowingly making false statements during an administrative investigation or hearing, and/or refusing to cooperate.
- (kk) Failing to report a personal injury or accident in which the employee was involved while on the job.

Section 3 - Exception regarding Serious Misconduct

Nothing contained in this Article shall be interpreted to preclude the City from issuing, and the City hereby expressly reserves the right to issue, appropriate employee discipline up to, and including, termination from employment in response to a first occurrence of sufficiently egregious misconduct by an employee.

In the event of demotion or termination from employment under this Section, the PMSA shall be entitled to submit a grievance directly to Step 4 of the Grievance Procedure provided in Article 12 (Grievance and Arbitration Procedures) of this Agreement.

Section 4 - Miscellaneous Provisions regarding Employee Discipline

- (a) Written Reprimands shall not be used as the basis for taking the next step of employee discipline after three (3) calendar years from the date of such discipline.
- (b) In considering employee discipline at any step of the CDS, the City shall

consider an employee's work record and length of service with the City, as well as the seriousness of the issues being disciplined.

Section 5 - Inability to Perform Essential Functions of Position

(a) When an employee becomes unable to perform the essential functions of his/her position, the City shall make every reasonable effort to identify another position within the bargaining unit which the employee is capable of performing.

(b) An employee who is unable to perform, either with or without reasonable accommodation, the essential functions of his/her position shall be administratively terminated and shall lose all seniority as provided in Article 9, Section 4(a) of this Agreement.

Article 20 - Hours of Work and Overtime

Section 1 - Hours of Work

The normal working hours per one (1) week work cycle for full-time Fair Labor Standards Act (FLSA) Non-Exempt employees shall be 40 hours, which shall exclude any time for meal periods. The hours of work scheduled per day shall be as required and set by the Department Director. All meal periods shall be non-compensated time except as otherwise approved by the Department Director. This Article applies only to FLSA Non-Exempt full-time employees.

Section 2 - Schedule Changes

It is recognized and understood that deviations from the foregoing normal schedules of work will be necessary and will unavoidably result from several causes, such as, but not limited to: rotation of shifts, vacation, leaves of absence, weekend and holiday duty, absenteeism, employee requests, temporary shortage of personnel, and emergencies. No such deviation shall be considered a violation of this Agreement.

Unless necessitated by a declared emergency, employees shall be given 14 calendar days' notice of any permanent change in their normal schedules of work.

City shall not make any temporary changes to a FLSA Non-Exempt employee's schedule solely for the purpose of eliminating overtime.

Section 3 - Payment of Overtime / Use of Compensatory Time

(a) The City agrees to pay FLSA Non-Exempt employees overtime at the rate of time- and-a-half (1-1/2) based on a seven (7) day, forty (40) hour work cycle. The work cycle shall coincide with the weekly pay periods which run from 12:00 midnight on

Saturday through 11:59 p.m. on Friday.

(b) With the agreement of an employee, Compensatory Time may be given to FLSA Non-Exempt employees in lieu of the payment of overtime. The accumulation and use of Compensatory Time shall be in accordance with the FLSA. The accumulation of Compensatory Time shall be capped at eighty (80) hours.

(c) FLSA Non-Exempt employee requests to use Compensatory Time shall not be unreasonably denied, i.e., as long as the time off would not unduly disrupt the operations of any City Department.

(d) Accrued Compensatory Time shall be cashed out: (1) in advance of any change in an employee's hourly rate of pay; and (2) upon an employee's separation from service.

Section 4 - Rest Breaks

Rest breaks, where applicable, excluding unpaid meal periods, will be determined by the Department Director, taking into consideration the nature of the work performed, the place of the work and environmental conditions. Rest breaks shall be paid for at the employee's regular rate and shall not result in lengthening his/her regular day.

FLSA Non-Exempt employees shall receive two (2) 15-minute rest breaks during a work day, and an unpaid meal period of either 30 minutes or 60 minutes.

Section 5 - Emergency Recall

When emergencies require that FLSA Non-Exempt employees are recalled for duty during their off-duty time (not including work which causes an employee to extend his regular shift), they shall be compensated for actual time worked, but not less than two (2) hours at the overtime rate.

Section 6 - Computation of Overtime

Paid Holiday hours and paid Vacation/Annual Leave hours shall be considered as time worked for purposes of computing overtime for FLSA Non-Exempt employees. All other leave hours, whether paid or unpaid, shall not be considered as time worked for purposes of computing overtime.

Section 7 - Stand-by Pay

(a) The City shall establish a stand-by rotation schedule, commencing October 1, 2021, for eligible employees referenced in subsection (f) below. The City will evaluate the frequency in which employees on stand-by status are required to report to work and, on or around March 31, 2022, determine whether the stand-by rotation schedule should continue. If it is determined by the City that rotational stand-by should continue, the same six (6) month evaluation period shall apply. If it is determined by the City that rotational stand-by shall end at March 31, 2022, stand-by status will nevertheless continue on an

as-needed basis whenever an employee is explicitly assigned to stand-by status by the City.

(b) Employees in stand-by status will be provided with one hour of straight time pay for every 24-hour period they are assigned to stand-by status. Employees must be available and ready to report to work to receive stand-by pay. Employees must record their time worked in the same manner as used to report during regular reporting hours.

(c) An employee who is on stand-by status and is called in pursuant to Section 5 above shall receive both stand-by pay and emergency recall pay.

(d) An employee on stand-by must not consume alcohol or take medication/drugs which could impact their ability to respond or perform work.

(e) Should an employee take a call while on stand-by that requires the employee to report to work, it is expected that the employee will arrive at work within a reasonable time of being called out.

(f) Stand-by pay only applies to the position of Landscape Supervisor, unless the City determines that other positions shall also apply.

Article 21 - Insurance

Section 1 - Life Insurance

The City agrees to provide a natural death benefit life insurance of 100% of an employee's annual salary rounded to the nearest one thousand dollars (\$1,000.00) to full-time employees. Said insurance shall have a double death benefit in case of accidental death subject to the limitations of the policy.

Section 2 - Health Insurance

(a) Health

Effective January 1, 2022 through December 31, 2022, the City shall provide all bargaining unit employees with three different health plan options. Attached as Appendix C, Table 1, is a chart containing the options and the premiums associated with each such option for the 2022 plan year. Effective January 1, 2023, the City shall continue to provide all bargaining unit employees with three different health plan options, but the premiums associated with each such option shall be based on a cost share percentage reflected in the third column in Appendix C, Table 2. Since the employer and employee combined monthly cost, as identified in the fourth column in Appendix C, Table 2, is based on projections made in June each year, such amounts will be provided to the PMSA's Chief Delegate no later than July each year. Applying the cost share percentage in the third column to the combined monthly cost, the premiums will be calculated accordingly and distributed to the employees no later than November 2022. For each year thereafter, the City will use the same method to calculate premiums associated with each option

and follow the same timing regarding notices.

(b) Dental

Effective January 1, 2022 through December 31, 2022, the City shall provide all bargaining unit employees with dental insurance as outlined in Appendix D, Table 1. Effective January 1, 2023, the City shall continue to provide all bargaining unit employees with dental insurance, but the premiums associated with the benefit shall be based on a cost share percentage reflected in the third column in Appendix D, Table 2. Since the employer and employee combined monthly cost, as identified in the fourth column in Appendix D, Table 2, is based on projections made in June each year, such amounts will be provided to the PMSA's Chief Delegate no later than July each year. Applying the cost share percentage in the third column to the combined monthly cost, the premiums will be calculated accordingly and distributed to the employees no later than November 2022. For each year thereafter, the City will use the same method to calculate premiums associated with each option and follow the same timing regarding notices.

(c) Vision

Effective January 1, 2021, the City shall provide all bargaining unit employees with vision insurance as outlined in Appendix E, Table 1. Effective January 1, 2023, the City shall continue to provide all bargaining unit employees with vision insurance, but the premiums associated with the benefit shall be based on a cost share percentage reflected in the third column in Appendix E, Table 2. Since the employer and employee combined monthly cost, as identified in the fourth column in Appendix E, Table 2, is based on projections made in June each year, such amounts will be provided to the PMSA's Chief Delegate no later than July each year. Applying the cost share percentage in the third column to the combined monthly cost, the premiums will be calculated accordingly and distributed to the employees no later than November 2022. For each year thereafter, the City will use the same method to calculate premiums associated with each option and follow the same timing regarding notices.

(d) Retiree Health

Upon retirement, the City will pay the cost of the medical insurance premium for employees who were hired prior to October 1, 2002 and have worked full-time for the City for at least 10 years, equivalent to what all other employees receive, when a member begins receiving early retirement or full retirement immediately upon separation from the City. Employees hired after October 1, 2002 will receive a monthly stipend of \$12.50 for each year of service towards the cost of the individual coverage upon retirement. The cost of dependent coverage will be paid one hundred percent (100%) by the retiree.

This benefit continues until the member becomes eligible for Medicare, Medicaid, or TEFRA. This benefit is also given to any employee who has worked full-time for the City for at least ten (10) years and is collecting long-term disability payments from a City pension plan or through a City owned insurance policy but is not eligible to retire and collect retirement income. This benefit is stopped if said individual is no longer

in a long- term disability status and is not yet eligible to retire and collect retirement income.

(e) Insurance Opt-Out

Any employee wishing to opt out of the health insurance coverage provided by the City must provide the City with proof of health insurance coverage elsewhere. Employees with health insurance coverage elsewhere will be paid an amount equivalent to fifty percent (50%) of the City's monthly cost of individual health insurance coverage.

Section 3 - Long Term Disability

Long term disability insurance for all regular full-time employees will be purchased by the City. However, the City will continue to pay the same dollar amount toward the long term disability premium that the City was paying on September 30, 1996.

The benefits of the long term disability insurance are sixty percent (60%) of the employee's annual base salary paid until the employee reaches 65 years of age. The benefits of long term disability insurance begin after six (6) months of disability. To assure full benefits, a disability claim should be filed as soon as the disability begins or as soon as possible thereafter. The employee should not wait until the six (6) months is almost up before filing.

Article 22 - Leaves of Absence

Section 1 - General Provisions

All regular full-time employees shall be eligible to receive the following leave benefits as outlined. Those employees in a provisional emergency, part-time or temporary status shall be eligible only for those benefits required by federal and/or state law or contracts or those benefits approved by the City Manager.

Section 2 - Sick Leave

(a) Definition

Sick leave may be granted for the following purposes, subject to the approval of the Department Director:

- (1) Personal injury or illness not connected with work or exposure to a contagious disease which would endanger others.
- (2) Personal medical, dental and optical appointments.
- (3) Pregnancy and maternity leave.
- (4) Absence due to a serious illness, injury or operation requiring hospitalization or confinement at home under physician's direction of spouse or dependent members of the employee's household and members of the immediate family as defined. Granting of this particular leave shall be at the discretion of the

Department Director with the approval of the City Manager and shall be strictly controlled. Upon request of the Department Director, the employee shall be required to furnish a physician's statement to the effect that the spouse or dependents need or needed the personal care and attention of the employee.

(b) Computation

(1) Sick leave with pay shall be given at the rate of one (1) working day for each calendar month of completed service.

(2) Sick leave may be accumulated to a maximum of 1500 hours.

(3) The employee has two (2) choices as to how he uses his sick leave. They are as follows:

Choice 1 - Bank all unused sick leave each year until 1500 hours maximum is reached.

Choice 2 - Bank 48 hours unused sick leave each year and take cash payment for the balance.

Sick Leave Chart				
	Choice 1		Choice 2	
Earn (<u>Hours</u>)	Use (<u>Hours</u>)	Bank (<u>Hours</u>)	Bank (<u>Hours</u>)	Pay (<u>Hours</u>)
96	0	96	48	48
96	8	88	48	40
96	16	80	48	32
96	24	72	48	24
96	32	64	48	16
96	40	56	48	8
96	48	48	48	0
96	56	40	40	0
96	64	32	32	0
96	72	24	24	0
96	80	16	16	0
96	88	8	8	0
96	96	0	0	0

(c) Guidelines

(1) Payments for unused sick leave as set forth in the foregoing shall be on the first bi-weekly pay date in December.

(2) Upon separation in good standing from the City with 10 continuous years or more of regular, full-time service, retirement, early retirement or death, employees (or their beneficiaries, in case of death) may receive compensation at their regular pay rate for half of their full amount of accrued sick leave (up to 750 hours pay-out). Employees with less than ten years of employment will not be eligible for the pay- out of accrued sick leave, except if laid off. Laid off employees will be eligible for pay-out with or without ten years of service.

(3) Accumulated sick leave shall be credited once a month and sick leave shall not be paid in advance of being earned.

(4) Accumulated annual leave may be used as sick leave after all accumulated sick leave has been exhausted.

(d) Sick Leave Donation – the parties agree to discontinue any past practice that may have existed regarding a Sick Leave Pool and, in lieu thereof, to provide for employee-to- employee donations of both Sick and Annual Leave upon approval of the involved Department Director(s).

Section 3 - Annual Leave

(a) Definition

Annual leave may be granted for the following purposes subject to the approval of the Department Director.

(1) Vacation leave.

(2) Absence for transaction of personal business which cannot be conducted during off-duty hours.

(3) Religious holidays other than those designated by these rules as holidays.

(4) For uncovered portion of such leave, once such leave has been exhausted through illness.

(5) Any absences from work not covered by other types of leave established.

(b) Annual leave shall be accrued and taken on an annual basis in accordance with the following schedule:

Years of Service	Leave Accumulated Annually Hours	Maximum Accrual
less than 1 year	8 hours per month	
after 1 year through 4 years	96 hours per year	192
after 5 years through 9 years	112 hours per year	224
after 10 years through 14 years	136 hours per year	272
after 15 years	176 hours per year	352

(c) Annual leave shall be accumulated on a pro-rated monthly basis and can be taken as accrued subject to Department Director discretion. Monthly accumulations shall be made after the last day of the last full pay period in the month and before the last day of the subsequent pay period. Vacation usage shall be recorded at the end of the pay period during which it was used.

(d) Annual Leave shall not be approved for any employee who has not earned the requested number of days.

(e) Employees, or their designated beneficiary, shall receive full payment for all accrued leave at the employee's current pay rate upon separation from the City.

Section 4 - Holiday Leave

(a) The following 12 days shall be the days observed by all City employees as holidays and the one (1) personal leave day shall be taken at the employee's discretion with permission of the Department Director (once during each calendar year):

New Year's Day	Veteran's Day
Martin Luther King's Birthday	Thanksgiving
Presidents' Day	Day Following Thanksgiving
Memorial Day	Christmas
Juneteenth	Day Preceding or Following Christmas as Designated by City Manager
Independence Day	
Labor Day	Personal Day

(b) Holidays falling on a Saturday shall be observed the preceding Friday. Holidays falling on a Sunday shall be observed the following Monday.

(c) The Department Director may authorize one (1) day's loss of pay for any employee absent immediately prior to or after a holiday, where there is proof of sick leave abuse.

(d) If it becomes necessary for an employee to work on a holiday, the employee shall be given compensation in the form of one (1) extra day's pay or a rescheduled paid holiday at the discretion of the Department Director.

Section 5 - Workers' Compensation Leave

An employee who, through no negligence on his/her part, sustains an injury or incurs an illness which arises out of and in the course of employment by the City of Deerfield Beach and under the Workers' Compensation laws of the State of Florida and requires absence from work shall be eligible for Workers' Compensation Leave and compensation in accordance with *Florida Statutes* Chapter 440. Sick Leave accumulations shall be used in cases of negligence. All employees must report an on duty injury/illness, as well as their location, to their supervisor. An Employee Incident Report shall be submitted by the employee no later than 24 hours from when the injury/incident occurred.

An employee who is granted Workers' Compensation Leave shall receive compensation at the current statutory rate at the time of injury/illness. As per the statute, the first seven

(7) consecutive calendar days of being in a non-work status due to the injury or illness are not compensated; however, an employee may use his/her sick leave, or annual leave if sick leave has been depleted, during this seven (7) day period. After 21 consecutive days of being in a non-work status, the first seven (7) days will be compensated as workers' compensation pay and the employee's leave reimbursed accordingly.

City's Director of Human Resources and Risk Management may approve or disapprove an employee's request for Workers' Compensation Leave payment after determining whether the injury or illness is compensable under *Florida Statutes* Chapter 440 and to insure no negligence or violation of safety rules and regulations contributed to the injury or illness. If a claim is denied, a copy of form DWC-12, Notice of Denial, will be filed with the Division of Workers' Compensation as required by *Florida Statutes* Chapter 440.20 and a copy sent to the Department Director, the employee, and the PMSA's Chief Delegate. In cases of negligence, an employee's workers' compensation benefit shall be reduced by 25% as stipulated in *Florida Statutes* Chapter 440.09(5) which states "if injury is caused by the knowing refusal of the employee to use a safety appliance or observe a safety rule required by statute or lawfully adopted by the division, and brought prior to the accident to the employee's knowledge, or if injury is caused by the knowing refusal of the employee to use a safety appliance provided by the employer, the compensation as provided in this chapter shall be reduced by 25%." An employee may supplement this reduction with accumulated sick leave and annual leave to equal the employee's regular, straight time salary. After sick leave and vacation leave have expired, the employee shall receive only State mandated workers' compensation payments.

In addition to the statutory compensation rate at the time of the injury or illness, the City will contribute a supplement that will continue salary to equal one hundred percent (100%) of the employee's regular net earnings at the time of injury for a period of nine (9) months or until the employee reaches maximum medical improvement (MMI) as determined by the authorized medical physician, whichever occurs first.

During this period, employees who have been injured on the job and unable to perform his/her regular job duties may be assigned light duties that are within the restrictions stipulated by the attending physician. Every reasonable accommodation will be made to modify an injured employee's current job duties. However, the nature of certain positions and the needs of the City may not always accommodate this. This light duty temporary work assignment may or may not be in the injured employee's regular assigned department. Risk Management shall monitor the employee's status in conjunction with the City's Managed Care State Board certified assigned case manager, the City Manager, the Department Director, and the Director of Human Resources and Risk Management. Upon reaching MMI or at the end of nine (9) months, whichever occurs first, should the employee be unable to return to his/her position at full duty, and no other position is available within the City, the employee shall be placed on pension (if eligible) or be terminated (or resign at the employee's discretion).

The duties and limitations of the disabled employee in order to receive Workers' Compensation Leave payments are as follows:

- 1) The employee notifies his/her supervisor immediately upon the onset of symptoms of an injury or illness;
- 2) The employee fully cooperates with the medical advice or corrective therapy of the medical representative as referred to in this Section;
- 3) The employee shall comply with the light-duty policy as described in this Section;
- 4) The employee shall report to an authorized medical representative of the City periodically as the City may require; and
- 5) The employee shall actively seek pension benefits and other benefits, if eligible, upon reaching MMI or at the end of nine (9) months.
- 6) The employee fully cooperates with the Third Party Administrator (TPA) and the claim adjuster assigned by the TPA.

Section 6 - Funeral Leave

The City shall grant funeral leave with pay not to exceed 40 hours per incident, with a maximum of two (2) incidents per calendar year to any employee who has rendered satisfactory service with the City. This leave shall be granted upon request in the event of a death in the employee's immediate family.

The employee's immediate family shall be defined as the employee's spouse, domestic partner (as defined in the Broward County Domestic Partnership Act attached in Appendix F) son, daughter, father, mother, foster parent, step parent, grandparents, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandchild or any relative living in the same household.

The employee shall be required to provide the Department Director with proof of death in family as defined before compensation is approved. Funeral leave shall not be charged to annual leave or sick leave. Extensions of the above-stipulated time may be granted by the Department Director. The employee's personal leave (vacation or sick) must be used for an approved extension.

Section 7 - Military Leave

In accordance with state law, any employee who presents official orders requiring attendance for a period of training who is a commissioned reserve officer or reserve enlisted personnel in the United States military or naval service or a member of the National Guard is entitled to military leave of absence with pay for a period not to exceed 240 hours annually. Further, any employee is a servicemember in the National Guard or a reserve component of the Armed Forces of the United States shall be granted leave of absence to perform active military service, the first 30 days of any such leave of absence to be with full pay. Extended periods of military leave shall be governed by state and/or federal law.

Section 8 - Civil Leave

An employee shall be given reasonable time off without loss of pay when subpoenaed or summoned for jury duty or to appear before a public body or commission in connection with the employee's job duties and for the purpose of voting in local, state and national elections.

If excused and/or released from such service, the employee shall report for his regular employment, provided, however, that at least three (3) hours remain during the regular workday. The employee may be required to provide proof of such civil leave before compensation is approved by the Department Director. Leave for court attendance when the employee is engaged in personal litigation shall be charged to annual leave.

Section 9 - Leaves of Absence Without Pay

(a) Family & Medical Leave Act (FMLA)

In compliance with the Family and Medical Leave Act of 1993, eligible employees are entitled to up to 12 workweeks of unpaid leave for certain family and medical reasons in a rolling 12-month period measured backward from the date an employee uses any leave under this section. Eligible employees are those who have been employed by the City for one year and have worked for at least 1,250 hours immediately preceding the commencement of the leave requested. A third party administrator (TPA) performs many of the City's administrative duties associated with FMLA. Therefore, employees are required to cooperate with, and abide by the directives made by the TPA.

FMLA leave may be taken for any one or a combination of the following: to care for the employee's child after birth; the placement of a child with the employee for adoption or foster care; to care for the employee's spouse, son, daughter or parent who has a serious health condition; for the employee's own serious health condition which makes the employee unable to perform one or more of the essential functions of the employee's job; and/or for qualified exigencies for an employee's spouse, son, daughter or parent who is a member of the Armed Forces on active duty or who is called to active duty in support of a contingency operation, as that term is defined by statute. Leave may be taken for birth or placement of a child only within 12 months of that birth or placement.

An eligible husband and wife who are both employed by the City who wish to take leave for the birth of a son or daughter, for the placement of a child with them for adoption or foster care or to care for a parent with a serious health condition, are limited to combined total of 12 workweeks during any 12 month period. If the leave is requested because of a serious health condition of the employee's son or daughter, of the employee him/herself, or of the employee's spouse, each spouse is entitled to 12 workweeks of leave.

In addition to the basic FMLA leave entitlement discussed above, an eligible employee

who is the spouse, son, daughter, parent or next of kin of a covered servicemember (a current member of the Armed Forces who is undergoing medical treatment, recuperation or therapy or is in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness), is entitled to take up to 26 workweeks of unpaid leave during a single 12 month period to care for the servicemember with the serious injury or illness.

An eligible husband and wife who both work for the City will be limited to a combined total of 26 workweeks for the above-referenced military caregiver leave during any 12 month period.

The City requires that the employee use his/her accrued paid leave time during FMLA leave in order as designated by employee. After all paid leave is exhausted, the City will provide enough unpaid leave to total 12 weeks. This leave is not automatic. It must be applied for on the form provided by the Human Resources Department. A request for leave due to a serious health condition of the employee or the employee's spouse, son, daughter or parent must be supported by a medical certification on the form provided by the Human Resources Department or TPA, which form must be completed by the health care provider of the employee's spouse, son, daughter or parent within 15 calendar days of the request. FMLA leave may be delayed or denied until the required certification is provided.

FMLA leave may be taken intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee or covered family member or the serious injury or illness of a covered servicemember. Leave in connection with birth, adoption or foster placement of a son or daughter may not be taken intermittently unless the Department Director and the Human Resources Director agree to such an arrangement. However, the employee may be required to transfer temporarily to an alternate position with equivalent pay and benefits that better accommodates periods of recurring leave than the employee's regular position. The City's agreement is not required for intermittent leave during which the mother has a serious health condition in connection with the birth of the child, or if the newborn child has a serious health condition.

During FMLA leave, the City will maintain the employee's health insurance under the same terms that the coverage would have been provided had the employee not taken the leave. If an employee's contribution is more than 30 days late, the City may terminate the employee's insurance coverage. Prior to such termination, the City will provide written notice to the employee that the payment was not received and that coverage will terminate on a specified date (at least 15 days after the date of the written notice unless payment is received by that date).

The City shall not, however, continue to pay life insurance or other non-health benefit premiums during the unpaid leave.

If an employee voluntarily fails to return from leave, the City shall recover from the employee the cost of health insurance premiums paid by the City for the employee during

the leave.

As with other unpaid leave, the employee will not continue to accrue sick leave, vacation or any other benefit.

Upon return to work from Family & Medical Leave, the employee may return to his previous position or may, at the City's option, be placed in a position equivalent in pay, benefits and other terms and conditions of employment. The employee's restoration rights are the same as they would have been had the employee not been on leave. Thus, if the employee's position would have been eliminated or the employee would have been terminated but for the leave, the employee shall not have the right to be reinstated upon return from leave.

If the City has reason to doubt a certification, it may require (at its own expense) that the employee obtain a second opinion from another health care provider who is not employed by the City. In the event of a conflict between the two opinions, the City may require (at its own expense) a third, which shall be binding upon the City and the employee. The third doctor shall be jointly selected by the City and the employee.

The employee is required to provide the City with at least 30 days' advance notice of his/her intention to take FMLA leave when the leave is foreseeable. If this is medically not practicable, the employee must provide as much notice as is practicable.

Prior to returning to work, employees who took FMLA leave due to their own serious health condition may be asked to provide medical authorization for return to work. The Department Director may require employees on leave to report their medical status and anticipated date of return at specified intervals.

(b) Special Leave

The Department Director may authorize leave without pay to a regular full-time employee up to 30 days for reasons which do not affect the City operations. The City Manager may authorize special leave without pay beyond this time, but not exceeding three (3) months for any reason deemed to be in the best interest of the City, except a non-service injury or illness may be extended to one (1) year after accumulated sick leave and annual leave have expired if it does not create a hardship on the departmental work load.

No seniority or other benefits shall be lost because of leave of absences up to 30 days. For leaves of absence over 30 days, an employee cannot accumulate any benefits during that time, except in unusual cases as determined by the City Manager. An employee shall return from an extended special leave (over 30 days) to the same salary and grade previously held, although the anniversary date shall be adjusted accordingly.

(c) Unauthorized Absence from Duty

An absence of an employee from duty, including any absence for a single day that is not authorized by a specific grant of leave of absence under the provisions of these rules shall

be deemed to be an absence without leave. Any such absence shall be without pay and may subject the employee to disciplinary action, including suspension, demotion or dismissal in appropriate cases.

The absence of any employee from duty for three successive work days or longer without notice to his Department Director or Supervisor of the reason for such absence and his intention to return, shall be considered in effect a voluntary resignation without notice.

Failure of an employee to report for work at the expiration of a leave of absence or vacation, or upon the physician's return to work release for full or light duty in cases of work related injuries, shall separate the employee from the City's service and shall be considered in effect a voluntary resignation without notice.

Article 23 - Longevity Pay

Section 1 - Longevity Pay prior to 09/30/2009

Full-time employees hired prior to September 30, 2009 were entitled to Longevity Pay according to the following schedule:

- After completion of 5 years' continuous service - 2% of annual salary.
- After completion of 10 years' continuous service - 4% of annual salary.
- After completion of 15 years' continuous service - 6% of annual salary.
- After completion of 20 years' continuous service - 8% of annual salary.
- After completion of 25 years' continuous service - 10% of annual salary (minimum of \$1,000).

Section 2 - Longevity Pay on and after 09/30/2009

(a) The Longevity Pay provided in Section 1 of this Article shall be deemed "frozen" as of September 30, 2009.

(b) Full-time employees not receiving Longevity Pay pursuant to Section 1 of this Article as of September 30, 2009 shall receive Longevity Pay only as provided in Section 3 of this Article.

(c) Full-time employees receiving Longevity Pay under Section 1 of this Article as of September 30, 2009, shall continue to receive the same Longevity Pay percentage they were receiving on September 30, 2009, until such time as the Longevity Pay to which they would be entitled under Section 3 of this Article exceeds their Longevity Pay under Section

1. In such event, the employee shall begin to receive

Longevity Pay under Section 3 effective with the beginning of the first bi-weekly payroll period after his/her entitlement to payment under Section 3.

(d) Longevity Pay shall be paid bi-weekly along with an employee's standard bi-weekly earnings.

Section 3 - Longevity Pay for Employees Hired on or after 09/30/2009

Full-time employees not receiving Longevity Pay under Section 1 of this Article as of September 30, 2009 and full-time employees hired on or after September 30, 2009 shall be entitled to Longevity Pay according to the following schedule:

- After completion of 10 years of service - \$1,200 annually
- After completion of 15 years of service - \$1,800 annually
- After completion of 20 years of service - \$2,400 annually
- After completion of 25 years of service - \$3,000 annually

Article 24 - Compensation

Section 1 - Cost of Living Adjustments

Effective October 1, 2021, all bargaining unit employees shall be receive a 4.0% cost living adjustment to their respective base hourly rates. This pay increase will increase the minimum and maximum of each pay classification.

Effective October 1, 2022, all bargaining unit employees shall receive a cost of living adjustment ("COLA") to their respective base hourly rates in an amount equal to the Consumer Price Index for Miami-Fort Lauderdale-West Palm Beach (CPI-U), with a maximum percentage not to exceed 3%. This pay increase will increase the minimum and maximum of each pay classification. In the event the CPI-U exceeds 3% as of April 1, 2022, PMSA reserves the right to reopen the agreement for the limited purpose of discussing the amount of the COLA. Any request for reopening the agreement for this purpose must be made within 30 days of the CPI-U reporting for April 2022 and the related negotiations must conclude no later than August 1, 2022. The parties shall meet on a regular basis during the reopening period.

Effective October 1, 2023, all bargaining unit employees shall receive a cost of living adjustment ("COLA") to their respective base hourly rates in an amount equal to the Consumer Price Index for Miami-Fort Lauderdale-West Palm Beach (CPI-U), with a maximum percentage not to exceed 3%. This pay increase will increase the minimum and maximum of each pay classification. In the event the CPI-U exceeds 3% as of April 1, 2023, PMSA reserves the right to reopen the agreement for the limited purpose of discussing the amount of the COLA. Any request for reopening the agreement for this purpose must be made within 30 days of the CPI-U reporting for April 2023 and the related negotiations must conclude no later than August 1, 2023. The parties shall meet on a regular basis during the reopening period.

Section 2 - Merit Pay

Effective each October 1 through the duration of this Agreement, all bargaining unit

employees shall be eligible for merit pay of up to 3% based on performance, but not to exceed the maximum of their pay classifications. The amount of merit-based pay will be based on the employee performance evaluation form in Appendix G, except that all bargaining unit employees shall receive a minimum of 1% for the first year of the Agreement as a ratification bonus.

Section 3 - Shift Differential

FLSA Non-Exempt full-time employees who are required to work on a shift where the majority of their regularly-scheduled hours are worked after 4:00 p.m. and before 8:00 a.m. shall be paid a shift differential of seventy-five cents (\$0.75) per hour for those hours actually worked after 4:00 p.m. and before 8:00 a.m.

Section 4 – Orientation Adjustment

Probationary bargaining unit employees who successfully complete the initial orientation period, as set forth in Article 18, Section 2 herein, shall receive an adjustment of 5%.

Section 5 - Emergency Pay

(a) This Emergency Pay will be granted to eligible employees in accordance with this section whenever an unforeseen or unanticipated event requiring prompt action is officially declared an emergency by the Mayor or City Manager (or their respective designees). This section will be applicable only when the following circumstances exist: an emergency is declared by the Mayor or City Manager (or their respective designees), the Emergency Operations Center is in Full Activation and City Hall is fully closed.

(b) Leave and Computation of Pay - Employees that work during a declared emergency must properly log all work hours on the form provided by the City. i.e. ICS214.

1) Full time (non-exempt) employees

a) During a declared emergency, non-exempt regular full-time employees will be paid for their regular work shift, even if they did not work. If employees are released early from their shift, employees will receive pay for the time worked and the balance of the scheduled workday paid by Emergency Pay.

b) Employees who work during the declared emergency on a scheduled workday will be paid overtime for the hours worked. In addition, such employees shall be credited with one (1) hour of Emergency Pay for each hour worked within their regularly scheduled workday.

c) Employees who work during the declared emergency when it is not their scheduled workday will be paid overtime for the hours worked.

d) Scheduled hours paid but not worked during the declared emergency will be included in the computation of overtime.

e) Employees who are voluntarily confined for safety or non-job-related reasons on City premises and are not performing any assigned duties will not be paid for the time spent on the premises.

2) Full time (exempt) employees

a) During the declared emergency, exempt employees will be paid for their regular work schedule, even if they did not work.

b) Employees who work during the declared emergency on a scheduled workday will additionally earn hour for hour emergency compensatory time for time worked outside of their regular work schedule.

c) Employees who work during the declared emergency when it is not their scheduled workday will earn Emergency Compensatory Time on an hour for hour basis for the hours actually worked.

d) The provision of compensatory time is subject to a maximum annual cap of 80 hours.

(c) Employees scheduled for pre-approved leave (i.e., annual leave, personal day, approved FMLA, and pre-approved sick leave) will not have their leave bank charged for these approved absences during the declared emergency. Emergency Support employees who call in sick during the declared emergency will be subject to appropriate action as outlined below.

(d) Employees are expected to report to work when assigned to do so by their supervisor. If an employee does not report as expected and has not attempted to contact his/her supervisor with a valid reason for not reporting, he/she will be subject to disciplinary action.

(e)

Article 25 - Education and Training

All PMSA employees are eligible to receive educational reimbursement for undergraduate and graduate coursework according to the following criteria and schedule of benefits. The Tuition Reimbursement Program pertains to training and educational courses taken voluntarily by the employee. Course or training that the employee is required to attend by the City will not be funded through this program. This program is not meant to replace existing funding mechanisms for departmental certifications and trainings that are already being subsidized by the City.

Section 1: Budgetary Process

a) The list of projections will be used to assist in determining the budget allocation for the program but does not dictate the level of funding.

Section 2: Eligibility

a) All regular full-time employees who have completed a minimum of one year of continuous service are eligible to participate in the City's Tuition Reimbursement Program.

b) Employees currently receiving any tuition reimbursement from another funding source, such as scholarships, Veteran's Administration or Federal/State grants, are not eligible to receive education assistance from the City.

c) Reimbursements for educational expenses will be considered for courses completed at a college, university, community college, trade/vocational school, or professional institution that has been accredited by the Southern Association of Colleges and Schools, or another national or regional accrediting agency recognized by the U.S. Secretary of Education, as listed at <http://ope.ed.gov/accreditation>. By completing the required form and participating in this program, the employee is affirming that he/she is not receiving any other benefit from an outside source.

d) The course of instruction or degree sought must be one that, in the judgment of the Department Director and the Department of Human Resources, directly relates to the employee's current position, a similar City position, or to a higher level position within the City to which the employee could reasonably aspire through promotion, subject to limitations in Section 2(f).

e) Employees may request approval for undergraduate or graduate level tuition reimbursement courses, not to exceed 2 classes per semester, up to 3 credit hours per class (four hours for courses with a laboratory, for a maximum of five (5) classes per fiscal year). Doctorate programs are not included in this program and are therefore not reimbursable. The amount of reimbursement will be based on the employee's grade in each course, as provided in section 6 of this article.

f) Courses that are not directly related to an employee's current position but are a requirement of a degree program may be eligible for reimbursement if the degree being sought relates to employment with the City as defined in section 2(d).

g) Employees must be in good standing to be eligible. For purposes of this Article, good standing shall be defined as an employee who has not received any formal discipline, a performance improvement plan or an unsatisfactory performance evaluation within the last 6 months.

h) Termination of employment, for any reason, prior to completion of course(s) will make the employee ineligible for tuition reimbursement.

i) If an employee terminates from the City within two years from the completion of course(s), the City will deduct from the employee's final paycheck the full tuition assistance amount received within the final two years of employment. In the event that the employee's final paycheck is less than the amount reimbursed and employee fails to reimburse the City within 30 days, the City shall pursue such means as may be necessary to recover the full amount. In the event the services of an attorney are required to collect the unrecovered amount, such attorney fees and court costs shall be added to the reimbursement owed to the City.

Section 3: Reimbursement Amount

a. An employee enrolling in an approved degree program shall be eligible for reimbursement at the rate per course not to exceed the rate established by the Florida Atlantic University for a Bachelor's degree program or Broward Community College for an Associate's degree program at the time of the employee's course enrollment. This reimbursement amount shall apply regardless of the employee's election to attend a private education institution.

b. The reimbursement schedule for undergraduate coursework will be based on grades received by the employee as follows:

100% for a grade of "A"

90% for a grade of "B"

75% for a grade of "C"

The City will not provide any amount of tuition reimbursement if the employee earns a grade of "D," "F" or receives an "Incomplete" mark. Pass/Fail courses within a degree program are not eligible for reimbursement.

Master's Degree program will only be reimbursed for an "A" grade.

c. The City will provide reimbursement up to a maximum of \$5,250.00 per tax (calendar) year based on current federal taxation requirements and limits, or as may be modified in future years. Reimbursements to an employee in excess of IRS limits creates tax liability for the employee.

d. Employees are eligible for a maximum of one degree at each level (Associates, Bachelors, Masters)

e. Books and required laboratory fees are eligible for reimbursement but shall be limited to \$250 per semester and are subject to the employee earning a grade of A, B or C in the course. All other expenses, including but not limited to, those for parking, supplies

or nonlaboratory fees, are the employee's responsibility and are not eligible for reimbursement.

Section 4: Reimbursement Process

a. After completion of classes, the employee shall send a completed copy of the Tuition Reimbursement Certification form, including required documents to the Department of Human Resources within thirty (30) days. The Tuition Reimbursement Certification form is attached hereto and incorporated herein. The employee shall also disclose and provide documents showing all financial aid (including, but not limited to, scholarships, grants, stipends, waivers, discounts, fellowships, military and veterans' benefits) and other non-refundable financial aid received by the employee used to pay tuition and other costs. The combined total of the employee's financial aid and the City's reimbursement to the employee shall not exceed 100% of the tuition and eligible costs and fees. The reimbursement may be reduced to satisfy this rule.

Administrative operation procedures pertaining to the Tuition Reimbursement Program may be amended by the City Manager from time to time as appropriate.

This program is an additional benefit for employees to further their education, but it should not be construed as an inducement or requirement that employees must seek additional education. No additional benefit, promotion, salary increase, or other consideration is offered nor should be construed to be offered, unless specifically given in writing to the employee by the City Manager.

Article 26 - Entire Agreement

Section 1 - Entire Agreement

The Parties acknowledge that during negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the Parties are set forth in this Agreement.

Section 2 - Waiver of Bargaining

The Parties, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Article 27 - Savings Clause

Section 1 - Savings Clause

If any Article or Section of this Agreement should be found unlawful, invalidated or unenforceable by a court of competent jurisdiction or by State Statute or by Federal Statute, all other Articles and Sections of this Agreement shall remain in full force and effect for the duration of this Agreement.

Section 2 - Replacement Provision

In the event of such finding, the Parties, upon the written request of the PMSA, will meet within 30 calendar days to collectively bargain under Florida Statutes Chapter 447 to fashion a replacement provision.

Article 28 - Pension Benefits

Section 1 - Pension Benefits

The City provides pension benefits for full-time employees as set forth in City Ordinance 54-331 and 54-332 (also referred to as the ICMA Plan). The ICMA Plan is a defined contribution IRS 401(a) plan to which an employee shall contribute 4% of base earnings and the City shall contribute 8% of an employee's base earnings. Normal retirement is at 62 years of age; early retirement is at 55 years of age. Employee vesting is at 20% per year (with vesting at 100% after five [5] continuous years of City service).

Article 29- Labor Management Committee

- a) There is established a Labor Management Committee (LMC) for the purpose of fostering improved communication between the City of Deerfield Beach and the Union. The Union may appoint up to five (5) committee members or representative of the bargaining unit; however, only three (3) members may be bargaining unit employees.
- b) Responsibility for chairing the meeting and taking minutes shall be the responsibility of the Union.
- c) The committee shall be made up of up to five (5) members from the City of Deerfield Beach and five (5) members from the Union. Time spent at the meetings shall be counted as time worked.
- d) Meetings shall be held on an as needed basis upon mutually agreement. The union shall provide agenda items at least seven (7) days in advance of the meeting. The agenda shall include a brief description of each item to be discussed.
- e) Each topic will be discussed fully before proceeding to another topic. Topics requiring further study may be tabled and will be placed on the following agenda for action.
- f) The Labor Management Committee shall not have the power to alter or amend the

provisions of this Agreement.

Article 30 - Duration

Section 1 - Effective Dates of Agreement

This Agreement shall be effective as of October 1, 2021 and shall continue in full force and effect through September 30, 2024.

Signature Page follows as Page XX of XX Pages

IN WITNESS WHEREOF, the Parties hereto have caused the signatures of their representatives to be affixed hereto this _____ day of _____, 2021.

For:

The Professional Managers and Supervisors Association [the PMSA or the Association]

Timothy Strowbridge
Staff Representative / Chief Negotiator

Vice President / Staff Representative

For:

The City of Deerfield Beach, Florida [City]

Amanda Robin
Director of Human Resources
and Risk Management
City of Deerfield Beach

David Santucci
City Manager
City of Deerfield Beach

The Honorable Bill Ganz Mayor
City of Deerfield Beach

Reviewed for Legal Sufficiency:

Anthony Soroka, Esq.
City Attorney
City of Deerfield Beach

Appendix A
Bargaining Unit Classifications

Class Title	Grade	Hourly Minimum	Hourly Maximum
ADMINISTRATIVE SUPPORT SPECIALIST	N10	\$19.2865	29.8939
AQUATICS MANAGER	E15	\$26.0538	40.3835
ASSISTANT FLEET MANAGER	E16	\$27.4087	43.8539
ASSISTANT P & R MANAGER	N08	\$17.1003	26.5052
CADD ENGINEERING TECHNICIAN	N13	\$23.1005	35.8060
CASE MANAGER	N12	\$21.7520	33.7156
COUNSELOR	N11	\$20.4821	31.7472
ENTERPRISE NETWORK MANAGER	E19	\$31.9107	51.0573
FACILITIES MANAGER	E18	\$30.3331	48.5335
FLEET MANAGER	E18	\$30.3331	48.5335
HEALTH SUPPORT MANAGER	E15	\$26.0538	40.3835
INFRASTRUCTURE MAINTENANCE SUPERVISOR	E15	\$26.0538	40.3835
LANDSCAPE ARCHITECT	E18	\$30.3331	48.5335
LANDSCAPE SUPERVISOR	N14	\$24.5327	38.0257
OFFICE SUPERVISOR	N10	\$19.2865	29.8939
PARKS & RECREATION MANAGER I	N11	\$20.4821	31.7472
PARKS & RECREATION MANAGER II	E15	\$26.0538	40.3835
PLANNER	E16	\$27.4087	43.8539
PRESCHOOL MANAGER	E15	\$26.0538	40.3835
RECREATION COORDINATOR	N11	\$20.4821	31.7472
SOLID WASTE SUPERVISOR	E15	\$26.0538	40.3835
TRANSPORTATION MANAGER	E15	\$26.0538	40.3835
WASTEWATER COLLECTION SUPERINTENDENT	E19	\$31.9107	51.0573
WATER DISTRIBUTION SUPERINTENDENT	E19	\$31.9107	51.0573

Appendix B

City of Deerfield Beach PMSA Grievance Form

(Please write legibly, except where Print or Signature is Required)

Grievant/Employee's Full Name:	Department and Division:	Job Classification:
Date of occurrence giving rise to Grievance:		
Article & Section of PMSA Agreement, or Applicable Employment Law, allegedly violated:		
Explanation of Grievance:		
Remedy being sought:		
Signature of Grievant:		
Name of Greivant, if applicable:	Signature of Delegate, if applicable:	
<i>Grievant is responsible for documenting/providing the timely receipt of a written grievance at each of the Steps contained in the Grievance Procedure provided in Article 12, Section 4 of the PMSA Agreement.</i>		

Step 1 Processing - Submission

Name of Immediate Supervisor:	
Date & Time delivered to, & received by, Immediate Supervisor or Designee:	
Signature of Immediate Supervisor (or designee):	
Signature of Grievant:	Signature of Delegate if applicable:
<i>The appropriate City representative shall be responsible for documenting/providing the timely delivery of a written answer to both the Grievant and PMSA at each of the Steps contained in the Grievance Procedure provided in Article 12, Section 4 of the PMSA Agreement.</i>	

Step 1 Processing - Response

Step 1 Grievance Answer by Immediate Supervisor:	
Date & Time delivered to, & received by, Grievant and PMSA:	
Signature of Immediate Supervisor:	
Signature of Grievant:	Signature of Delegate if applicable:

Step 2 Processing - Submission

Name of City's Director of Human Resources and Risk Management:	
Date & Time submitted to, & received by City's Director of Human Resources and Risk Management (or designee):	
Signature of City's Director of Human Resources and Risk Management (or designee):	
Signature of Grievant:	Signature of Delegate if applicable:

Step 2 Processing - Response

Step 2 Grievance Answer by City's Director of Human Resources and Risk Management :	
Date & Time delivered to, & received by, Grievant and PMSA:	
Signature of City's Director of Human Resources and Risk Management:	
Signature of Grievant:	Signature of Delegate, if applicable:

Step 3 Processing - Submission

Name of City Manager:	
Date & Time submitted to, & received by, City Manager (or designee):	
Signature of City Manager (or designee):	
Signature of Grievant:	Signature of Delegate, if applicable:

Step 3 Processing - Response

Step 3 Grievance Answer by City Manager:	
Date & Time delivered to, & received by, Grievant and PMSA:	
Signature of City Manager:	
Signature of Grievant:	Signature of Delegate, if applicable:

Step 4 Processing – Submission

If a grievance is not resolved at Step 3, PMSA (and only PMSA) may file a written request for arbitration with the Federal Mediation and Conciliation Service [FMCS] within (15) work days of Grievant's receipt of the City Manager's written answer at Step 3.

Appendix C
Medical Insurance

Effective January 1, 2022 – December 31, 2022 (Table 1)

Plan Name	Tier of Coverage	Cost Share			Employer + Employee Combined Monthly Cost Effective 1/1/22	Employee Per Pay Contributions Effective 1/1/22	Employee Per Pay Contribution Difference
Platinum	Employee Only	85/15			\$1,164.05	\$80.59	\$11.47
	Employee + Spouse	75/25			\$2,444.51	\$282.06	\$40.16
	Employee + Child(ren)	75/25			\$2,211.72	\$255.20	\$36.33
	Employee + Family	75/25			\$3,724.99	\$429.81	\$61.19
Gold	Employee Only	90/10			\$774.29	\$35.74	\$0.00
	Employee + Spouse	80/20			\$1,626.01	\$150.09	\$0.00
	Employee + Child(ren)	80/20			\$1,471.15	\$135.80	\$0.00
	Employee + Family	80/20			\$2,477.74	\$228.71	\$0.00
Silver	Employee Only	95/5			\$611.83	\$14.12	\$0.00
	Employee + Spouse	80/20			\$1,293.57	\$119.40	\$0.00
	Employee + Child(ren)	80/20			\$1,169.62	\$107.96	\$0.00
	Employee + Family	80/20			\$1,975.33	\$182.34	\$0.00

Effective January 1, 2023 – December 31, 2023 (Table 2)

Plan Name	Tier of Coverage	Cost Share percentage City / Employee	Employer + Employee Combined Monthly Cost	Employee Per Pay Contributions	Employee Per Pay Contribution Difference
Platinum	Employee Only	85% / 15%	TBD (provided by November 2022)	TBD (provided by November 2022)	TBD (provided by November 2022)
	Employee + Spouse	75% / 25%	TBD (provided by November 2022)	TBD (provided by November 2022)	TBD (provided by November 2022)
	Employee + Child(ren)	75% / 25%	TBD (provided by November 2022)	TBD (provided by November 2022)	TBD (provided by November 2022)
	Employee + Family	75% / 25%	TBD (provided by November 2022)	TBD (provided by November 2022)	TBD (provided by November 2022)
Gold	Employee Only	90% / 10%	TBD (provided by November 2022)	TBD (provided by November 2022)	TBD (provided by November 2022)
	Employee + Spouse	80% / 20%	TBD (provided by November 2022)	TBD (provided by November 2022)	TBD (provided by November 2022)
	Employee + Child(ren)	80% / 20%	TBD (provided by November 2022)	TBD (provided by November 2022)	TBD (provided by November 2022)
	Employee + Family	80% / 20%	TBD (provided by November 2022)	TBD (provided by November 2022)	TBD (provided by November 2022)
Silver	Employee Only	95% / 5%	TBD (provided by November 2022)	TBD (provided by November 2022)	TBD (provided by November 2022)
	Employee + Spouse	80% / 20%	TBD (provided by November 2022)	TBD (provided by November 2022)	TBD (provided by November 2022)
	Employee + Child(ren)	80% / 20%	TBD (provided by November 2022)	TBD (provided by November 2022)	TBD (provided by November 2022)
	Employee + Family	80% / 20%	TBD (provided by November 2022)	TBD (provided by November 2022)	TBD (provided by November 2022)

Effective January 1, 2024 – December 31, 2024 (Table 3)

Plan Name	Tier of Coverage	Cost Share percentage City / Employee	Employer + Employee Combined Monthly Cost	Employee Per Pay Contributions	Employee Per Pay Contribution Difference
Platinum	Employee Only	85% / 15%	TBD (provided by November 2023)	TBD (provided by November 2023)	TBD (provided by November 2023)
	Employee + Spouse	75% / 25%	TBD (provided by November 2023)	TBD (provided by November 2023)	TBD (provided by November 2023)
	Employee + Child(ren)	75% / 25%	TBD (provided by November 2023)	TBD (provided by November 2023)	TBD (provided by November 2023)
	Employee + Family	75% / 25%	TBD (provided by November 2023)	TBD (provided by November 2023)	TBD (provided by November 2023)
Gold	Employee Only	90% / 10%	TBD (provided by November 2023)	TBD (provided by November 2023)	TBD (provided by November 2023)
	Employee + Spouse	80% / 20%	TBD (provided by November 2023)	TBD (provided by November 2023)	TBD (provided by November 2023)
	Employee + Child(ren)	80% / 20%	TBD (provided by November 2023)	TBD (provided by November 2023)	TBD (provided by November 2023)
	Employee + Family	80% / 20%	TBD (provided by November 2023)	TBD (provided by November 2023)	TBD (provided by November 2023)
Silver	Employee Only	95% / 5%	TBD (provided by November 2023)	TBD (provided by November 2023)	TBD (provided by November 2023)
	Employee + Spouse	80% / 20%	TBD (provided by November 2023)	TBD (provided by November 2023)	TBD (provided by November 2023)
	Employee + Child(ren)	80% / 20%	TBD (provided by November 2023)	TBD (provided by November 2023)	TBD (provided by November 2023)
	Employee + Family	80% / 20%	TBD (provided by November 2023)	TBD (provided by November 2023)	TBD (provided by November 2023)

Appendix D
Dental Insurance

Effective January 1, 2022 – December 31, 2022 (Table 1)

Plan Name	Tier of Coverage	Cost Share			Employer + Employee Combined Monthly Cost Effective 1/1/22	Employee Per Pay Contributions Effective 1/1/22	Employee Per Pay Contribution Difference
Dental PPO	Employee Only	90/10			\$37.20	\$1.72	\$0.00
	Employee + Spouse	50/50			\$74.40	\$17.17	-\$1.72
	Employee + Child(ren)	50/50			\$81.60	\$18.83	-\$3.38
	Employee + Family	50/50			\$86.32	\$19.92	-\$4.47

Effective January 1, 2023- December 31, 2023 (Table 2)

Plan Name	Tier of Coverage	Cost Share Percentage City / Employee	Employer + Employee Combined Monthly Cost	Employee Per Pay Contributions
Dental PPO	Employee Only	90% /10%	TBD (provided by November 2022)	TBD (provided by November 2022)
	Employee + Spouse	50% / 50%	TBD (provided by November 2022)	TBD (provided by November 2022)
	Employee + Child(ren)	50% / 50%	TBD (provided by November 2022)	TBD (provided by November 2022)
	Employee + Family	50% / 50%	TBD (provided by November 2022)	TBD (provided by November 2022)

Effective January 1, 2024 – December 31, 2024 (Table 3)

Plan Name	Tier of Coverage	Cost Share Percentage City / Employee	Employer + Employee Combined Monthly Cost	Employee Per Pay Contributions
Dental PPO	Employee Only	90% / 10%	TBD (provided by November 2023)	TBD (provided by November 2023)
	Employee + Spouse	50% / 50%	TBD (provided by November 2023)	TBD (provided by November 2023)
	Employee + Child(ren)	50% / 50%	TBD (provided by November 2023)	TBD (provided by November 2023)
	Employee + Family	50% / 50%	TBD (provided by November 2023)	TBD (provided by November 2023)

Appendix E
Vision Insurance

Effective January 1, 2022 – December 31, 2022 (TABLE 1)

Plan Name	Tier of Coverage	Cost Share			Employer + Employee Combined Monthly Cost Effective 1/1/22	Employee Per Pay Contributions Effective 1/1/22	Employee Per Pay Contribution Difference
Vision	Employee Only	90/10			\$4.35	\$0.20	-\$0.80
	Employee + Spouse	50/50			\$9.36	\$2.16	-\$0.43
	Employee + Child(ren)	50/50			\$10.20	\$2.35	-\$0.48
	Employee + Family	50/50			\$15.16	\$3.50	-\$0.70

Effective January 1, 2023 (TABLE 2)

Plan Name	Tier of Coverage	Cost Share Percentage City / Employee	Employer + Employee Combined Monthly Cost	Employee Per Pay Contributions
Vision	Employee Only	90% / 10%	TBD (provided by November 2022)	TBD (provided by November 2022)
	Employee + Spouse	50% / 50%	TBD (provided by November 2022)	TBD (provided by November 2022)
	Employee + Child(ren)	50% / 50%	TBD (provided by November 2022)	TBD (provided by November 2022)
	Employee + Family	50% / 50%	TBD (provided by November 2022)	TBD (provided by November 2022)

Effective January 1, 2024 TABLE 3)

Plan Name	Tier of Coverage	Cost Share Percentage City / Employee	Employer + Employee Combined Monthly Cost	Employee Per Pay Contributions
Vision	Employee Only	90% /10%	TBD (provided by November 2023)	TBD (provided by November 2023)
	Employee + Spouse	50% / 50%	TBD (provided by November 2023)	TBD (provided by November 2023)
	Employee + Child(ren)	50% / 50%	TBD (provided by November 2023)	TBD (provided by November 2023)
	Employee + Family	50% / 50%	TBD (provided by November 2023)	TBD (provided by November 2023)

Appendix F

Broward County Domestic Partnership Act

ARTICLE VIII. - DOMESTIC PARTNERSHIP ACT^[3]

Footnotes:

--- (3) ---

Editor's note— Ord. No. 2002-20, § 53, adopted May 28, 2002, renumbered from Art. VI as Art. VIII.

Sec. 16½-150. - Title.

Article VI of this chapter may be cited as the "Broward County Domestic Partnership Act of 1999."

(Ord. No. 1999-03, § 1, 1-26-99)

Sec. 16½-151. - Findings; construction.

- (a) The Broward County Board of County Commissioners finds that there are many individuals who establish and maintain a significant personal, emotional, and economic relationship with another individual. Individuals forming such domestic partnerships often live in a committed family relationship. Domestic partners are often denied public and private sector benefits because there is no established system for such relationships to be registered and/or recognized. In addition, because of the status of their relationship, domestic partners in many cases are not extended certain employment benefits that are otherwise made available to other employees.
- (b) The Broward County Board of County Commissioners finds that employment benefits form an essential portion of the compensation provided to employees. In fact, the U.S. Census Bureau has estimated that over 30 percent of all compensation paid to employees is provided in the form of benefits. The importance of benefits to employees has been underscored by a 1994 Employee Benefit Research which survey found that 67 percent of employees would prefer to return a portion of their cash salary rather than any portion of their benefit program.
- (c) The Broward County Board of County Commissioners acknowledges that in 1994 over 3 million Americans identified themselves as living in a domestic partnership. As a result, employers have begun to provide domestic partner benefits in greater numbers.
- (d) The Broward County Board of County Commissioners finds that the provision of domestic partner benefits promotes employee recruitment, employee retention, and employee loyalty. Furthermore, the provision of such benefits promotes fairness and serves to address the discriminatory effect of practices which deny such benefits solely upon the basis of an employee's familial or marital status.
- (e) The provisions of this act shall be liberally construed to promote the public safety, health, and general welfare of the residents of Broward County and to further the general policies and purposes stated in this act. However, this act shall not be construed to supersede any federal, or state, or county laws or regulations, nor shall this act be interpreted in a manner as to bring it into conflict with federal, or state, or county laws. The rules developed to implement the provisions of this act shall be liberally construed to accomplish the policies and purposes stated in this act.

(Ord. No. 1999-03, § 2, 1-26-99; Ord. No. 1999-18, § 1, 4-27-99)

Sec. 16½-152. - Definitions.

For purposes of this Act:

- (a) *Business* means any corporation, partnership, sole proprietorship, firm, joint stock company, joint venture, or other private legal entity, except governmental entities, not-for-profit corporations, or charitable organizations.
- (b) *Competitive solicitation* means any bid, request for proposal, request for letters of interest, or any other method of procurement utilized by Broward County.

- (c) *Contract* means all types of binding agreements between Broward County and a Contractor for goods or services valued at over \$100,000.
- (d) *Contractor* means any business that has five (5) or more employees and is awarded one or more contracts by Broward County.
- (e) *County employee* means active or retired employees of Broward County, Florida, who are eligible for benefits pursuant to federal, state, or county laws, county administrative rules, or collective bargaining agreements.
- (f) *Declaration of Domestic Partnership* means a sworn form under penalty of perjury, which certifies that said individuals meet the requirements of a domestic partnership relationship as described in section 16½-153.
- (g) *Domestic Partners* means only two adults who are parties to a valid domestic partnership relationship and who meet the requisites for a valid domestic partnership relationship as established pursuant to section 16½-153.
- (h) *Dependent* means a person who resides within the household of a domestic partner and is:
 - (1) A biological, adopted, or foster child of a domestic partner;
 - (2) A dependent of a domestic partner as defined by Internal Revenue Service (IRS) regulations; or
 - (3) A ward of a domestic partner as determined in a guardianship or other legal proceeding.
- (i) *Dependent of domestic partner or dependent of employee*, as used with regard to domestic partnership benefits, pursuant to section 16½-156, means a person who is eligible for coverage under the County's insurance plans.
- (j) *Jointly Responsible* means each domestic partner mutually agrees to provide for the other partner's basic food and shelter living expenses while the domestic partnership relationship is in effect, except that partners need not contribute equally or jointly to said basic food and shelter.

(Ord. No. 1999-03, § 3, 1-26-99; Ord. No. 1999-18, § 2, 4-27-99; Ord. No. 2011-26, § 1, 11-8-11; Ord. No. [2015-42](#), § 1, 10-13-15)

Sec. 16½-153. - Registration of a domestic partnership relationship.

- (a) A valid domestic partnership relationship may be registered by two persons, who are domiciled in Broward County or are, otherwise, subject to the provisions of this article, by filing a declaration of domestic partnership with the Broward County Records, Taxes, and Treasury Division, which declaration shall comply with all requirements for establishing such domestic partnership. Upon payment of any required fees, the county clerk shall file the declaration of domestic partnership and issue a certificate reflecting the registration of the domestic partnership relationship in Broward County.
- (b) A declaration of domestic partnership shall contain the name and address of each domestic partner and the signature of each partner, and each partner shall swear or affirm under penalty of perjury that:
 - (1) Each person is at least eighteen (18) years old and competent to contract;
 - (2) Neither person is in a marriage recognized by the state of Florida nor a partner to another domestic partnership relationship;
 - (3) Neither partner is related to the other by blood;
 - (4) Consent of either person to the domestic partnership relationship has not been obtained by force, duress, or fraud; and
 - (5) Each person agrees to be jointly responsible for each other's basic food and shelter.
- (c) To register a domestic partnership, in addition to the declaration of domestic partnership, at least one (1) of the following documents showing the same address for both domestic partners must be presented to the County:

- (1) A current mortgage, deed, or lease;
 - (2) A current driver's license or other government-issued photograph identification;
 - (3) Most recent tax returns;
 - (4) Current utility bill;
 - (5) Current joint bank account; or
 - (6) Current designation as a health care surrogate.
- (d) Any partner to a domestic partnership may file an amendment to the domestic partnership certificate issued by the County Records, Taxes and Treasury Division to reflect a change in his or her legal name.
- (e) No person who has entered into a domestic partnership relationship may enter into a new domestic partnership until thirty (30) days after the termination of a previous domestic partnership relationship.

(Ord. No. 1999-03, § 4, 1-26-99; Ord. No. 1999-18, § 3, 4-27-99; Ord. No. 2010-10, § 13, 2-23-10; Ord. No. 2013-42, § 1, 12-10-13; Ord. No. [2015-42](#), § 2, 10-13-15)

Sec. 16½-154. - Termination of registered domestic partnership relationship.

- (a) Either partner to a registered domestic partnership relationship may terminate such relationship by filing a notarized declaration of termination of domestic partnership relationship with the County Records, Taxes, and Treasury Division. Upon the payment of the required fee, the county clerk shall file the declaration and issue a certificate of termination of domestic partnership relationship to each partner of the former relationship. The termination shall become effective thirty (30) days from the date the certificate of termination is issued.
- (b) If any partner to a domestic partnership relationship enters into a legal marriage, recognized by the state of Florida, the domestic partnership relationship shall terminate automatically, and all rights, benefits, and entitlements thereunder shall cease as of the effective date of the marriage. The marrying domestic partner shall file a declaration terminating the domestic partnership relationship within ten (10) days after entering into a legal marriage that is recognized by the state of Florida.
- (c) The death of either domestic partner shall automatically terminate the domestic partnership relationship.

(Ord. No. 1999-03, § 5, 1-26-99; Ord. No. 1999-18, § 4, 4-27-99; Ord. No. 2010-10, § 13, 2-23-10; Ord. No. 2013-42, § 2, 12-10-13)

Sec. 16½-155. - Maintenance of records; filing fees.

- (a) The Broward County Records, Taxes, and Treasury Division shall, by administrative rule, prescribe the form of all declarations, amendments, and certificates required to be filed under this act. The Records, Taxes, and Treasury Division shall maintain a record of all declarations, amendments, and certificates filed pursuant to this act. The records shall be maintained so that all declarations, amendments, and certificates shall be filed with the registered domestic partnership to which they apply.
- (b) **Filing Fees.** The County Administrator is authorized to establish fees for the filing of any declarations, amendments, and the issuance of any certificates required by this act, subject to the approval of the County Commission. The fees shall be included within the Broward County Administrative Code. Any fees established under this section shall be sufficient to cover costs of administering the provisions of this article.

(Ord. No. 1999-03, § 6, 1-26-99; Ord. No. 1999-18, § 5, 4-27-99; Ord. No. 2010-10, § 13, 2-23-10)

Sec. 16½-156. - County employees; extension of benefits.

- (a) Any County employee who is a party to a registered domestic partnership relationship, pursuant to section 16½-153 of this act, shall be entitled to elect insurance coverage for his or her domestic partner or a dependent of such domestic partner on the same basis in which any County employee may elect insurance coverage for his or her spouse or dependents. A County employee's right to elect insurance coverage for his or her domestic partner, or the partner's dependent, shall extend to all forms of insurance provided by the County to the spouses and dependents of County employees, unless such coverage is prohibited by state or federal law. All elections of coverage shall be made in accordance with the requirements of applicable county ordinances, administrative rules, and county policies. However, in no event shall an employee make an election for coverage of a domestic partner more than two times in a plan year.
- (b) Any County employee who is a party to a registered domestic partnership relationship, pursuant to section 16½-153 of this act, shall be entitled to use all forms of leave provided by the County including, but not limited to, sick leave, annual leave, family illness leave and bereavement leave to care for his or her domestic partner or the dependent of the domestic partner as applicable. The use of leave authorized in this section shall be consistent with the applicable requirements in county ordinances, administrative rules, and county policies.
- (c) Unless prohibited by state or federal law, all other benefits available to the spouses and dependents of County employees shall be made available on the same basis to the domestic partner, or dependent of such domestic partner, of a County employee who is a party to a registered domestic partnership relationship pursuant to section 16½-153 of this act.
- (d) The County Administrator is authorized to take all actions necessary to implement the provisions of this section by no later than January 1, 2000.

(Ord. No. 1999-03, § 8, 1-26-99; Ord. No. 1999-18, § 7, 4-27-99)

Sec. 16½-157. - County contractors providing equal benefits for domestic partners.

- (a) *Contractor Offering Benefits.* Except where federal or state law mandates to the contrary, a Contractor awarded a Contract pursuant to a competitive solicitation shall provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses. Benefits include the types of benefits described in section 16½-156 of this Act.
- (b) *Certification of Contractor.* As part of the competitive solicitation and procurement process a Contractor seeking a Contract covered by paragraph (a) above shall certify that upon award of a Contract it will provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses. The certification shall be in writing and signed by an authorized officer of the Contractor. Failure to provide such certification shall result in a Contractor being deemed non-responsive.
- (c) *Exceptions to Contractor Offering Benefits.* The provisions of this section shall not apply where:
 - (1) The Contractor does not provide benefits to employees' spouses;
 - (2) The Contractor provides an employee the cash equivalent of benefits because the Contractor is unable to provide benefits to employees' Domestic Partners despite making reasonable efforts to provide them. To meet this exception, the Contractor shall provide a notarized affidavit that it has made reasonable efforts to provide such benefits. The affidavit shall state the efforts taken to provide such benefits and the amount of the cash equivalent. Cash equivalent means the amount of money paid to an employee with a Domestic Partner rather than providing benefits to the employee's Domestic Partner. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee's spouse;
 - (3) The Contractor is a religious organization, association, society, or any non-profit charitable or educational institution or organization operated supervised or controlled by or in conjunction with a religious organization, association, or society;

- (4) The Contractor is a governmental agency;
 - (5) More than one response to a competitive solicitation is received, but the responses indicates that none of the prospective vendors can comply with the requirements of this section;
 - (6) The provisions of this section would violate the laws, rules, or regulations of federal or state law (for example, section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act);
 - (7) The provisions of this section would violate or be inconsistent with the terms or conditions of a grant or contract with the United States or the State of Florida; or
 - (8) The Board waives the requirements of this section in the best interests of the County.
- (d) *Contracts.* Every Contract, unless otherwise exempt from this section, shall contain language that obligates the Contractor to comply with the applicable provisions of this section. The Contract shall include provisions for the following:
- (i) The Contractor certifies and represents that it will comply with this section during the entire term of the Contract.
 - (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the County to pursue any remedy stated below or any remedy provided under applicable law.
 - (iii) The County may terminate the Contract if the Contractor fails to comply with this section.
 - (iv) The County may retain all monies due or to become due until the Contractor complies with this section.
 - (v) The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in Chapter 21 of the Broward County Administrative Code.
- (e) *Applicable Dates.* This section shall be applicable to Contracts awarded pursuant to competitive solicitations issued after the effective date of this ordinance.

(Ord. No. 1999-03, § 9, 1-26-99; Ord. No. 1999-18, § 8, 4-27-99; 2011-26, § 2, 11-8-11)

Sec. 16½-158. - Visitation to licensed facilities.

- (a) If a health care facility or any licensed residential facility restricts the visitors of a patient or resident, the facility shall permit the patient or resident to name those individuals whom he or she wishes to visit, including any domestic partner, or any children or family member of such domestic partner, unless:
 - (1) No visitors are allowed; or
 - (2) The facility, in its sole discretion, decides that the presence of a particular individual named by the patient or resident would endanger the health or safety of a patient or a resident, or would endanger the primary operations of the facility.
- (b) If a patient or resident has not made the designation provided for in paragraph (a), the facility shall permit the patient or resident's domestic partner, the children of the domestic partner, and any other family member of the patient or resident's domestic partner, to visit, unless one of the exceptions described in paragraph (a)(1) or (a)(2) applies.
- (c) A domestic partner of a patient or resident shall have the same rights as would a spouse or other family member with respect to visitation. A domestic partner of a patient or resident shall be authorized to make health care decisions for the patient or resident to the extent that the patient or resident has specifically granted the domestic partner the authority to act as their health care proxy on the declaration of domestic partnership and has not executed a subsequent valid power of attorney for health care or a health care surrogate designation providing otherwise.

(Ord. No. 1999-03, § 10, 1-26-99; Ord. No. 1999-18, § 9, 4-27-99; [Ord. No. 2020-21](#), § 1, 5-19-20)

Case law annotation—Subsection (c) of section 16½-158 of the Broward County Code has been found to be invalid and severable by the Florida Fourth District Court of Appeal in the case of *Lowe v. Broward County*, 766 So. 2d 1199 (Fla. 4th DCA 2000).

Sec. 16½-159. - Health care surrogate designation.

Any person who is a party to a registered domestic partnership relationship, pursuant to section 16½-153 of this act, shall have the same right as any other individual to be designated as health care surrogate of his or her domestic partner pursuant to Chapter 765, pt. II, F.S. (§ 765.201, F.S. et seq.) and a person so designated shall have the right to make health care decisions on behalf of his or her domestic partner; to provide, withhold, or withdraw consent on behalf of his or her domestic partner; to apply for public benefits to defray the cost of health care; and to authorize the admission to, or transfer from, a health care facility. No person designated as a health care surrogate shall be denied or otherwise be defeated in serving as a health care surrogate based solely upon his or her status as the domestic partner of the partner on whose behalf health care decisions are to be made.

(Ord. No. 1999-03, § 11, 1-26-99; Ord. No. 1999-18, § 10, 4-27-99)

Sec. 16½-160. - Preneed guardian designation.

Any person who is a party to a registered domestic partnership relationship, pursuant to section 16½-153 of this act, shall have the same right as any other individual to be designated as a preneed guardian pursuant to § 744.3045, F.S. and to serve in such capacity in the event of his or her declarant domestic partner's incapacity. A domestic partner shall not be denied or otherwise be defeated in serving as the plenary guardian of his or her domestic partner or the partner's property, under the provisions of Chapter 744, F.S. to the extent that the incapacitated partner has not executed a valid preneed guardian designation, based solely upon his or her status as the domestic partner of the incapacitated partner.

(Ord. No. 1999-03, § 12, 1-26-99; Ord. No. 1999-18, § 11, 4-27-99)

Sec. 16½-161. - Visitation rights at county correctional and juvenile detention facilities.

Any person who is a party to a registered domestic partnership relationship, pursuant to section 16½-153 of this act, shall be entitled to visit his or her domestic partner, or other family member of the domestic partner, who is an inmate at a county correctional facility or a juvenile detention facility, upon the same terms and conditions under which visitation is afforded to spouses, children, or parents of inmates. Visitation rights provided by this section shall extend to any children of the domestic partners, and the domestic partners of an inmate's parents or children.

(Ord. No. 1999-03, § 13, 1-26-99; Ord. No. 1999-18, § 12, 4-27-99)

Sec. 16½-162. - Notification of family members.

In any situation providing for mandatory or permissible notification of family members, including notification of family members in an emergency, or when permission is granted to inmates to contact family members, "notification of family" shall include domestic partners.

(Ord. No. 1999-03, § 14, 1-26-99; Ord. No. 1999-18, § 13, 4-27-99)

Sec. 16½-163. - Funeral and burial decisions.

Registration as a domestic partner under this Act shall be considered to be written inter vivos authorization and direction by the decedent to have his or her domestic partner direct the disposition of the decedent's body for funeral, burial, or cremation purposes as a legally authorized person pursuant to Chapter 497, Florida Statutes, if the decedent specifically elects to grant such authority on the declaration of domestic partnership. Such authority shall survive the automatic termination of the domestic partnership provided for in Section 16½-154(c) due to the death of a domestic partner. If the decedent provides conflicting written inter vivos authorization and directions that are dated after the declaration of domestic partnership, the later dated authorizations and directions shall control.

(Ord. No. [2015-42](#), § 3, 10-13-15)

Sec. 16½-164. - Reciprocity.

A domestic partnership lawfully entered into in another jurisdiction shall be entitled to all the rights and benefits available to domestic partners registered pursuant to this Act. A certificate or other official document of such domestic partnership issued by another jurisdiction shall constitute sufficient proof of entitlement to such rights and benefits. However, a domestic partner who seeks to have his or her domestic partner direct the disposition of the decedent's body for funeral, burial, or cremation purposes, pursuant to Section 16½-163, must register as a domestic partnership under this Act, or provide proof of valid inter vivos designation of the partner as the person authorized to make such decisions.

(Ord. No. [2015-42](#), § 4, 10-13-15) Sec. 16½-165. - Participation in education.

- (a) To the extent allowed by federal and state law, and subject to the policies of the School Board of Broward County, Florida, and any applicable court orders or agreements, a domestic partner shall have the same rights as a biological parent to participate in the education of a dependent of his or her domestic partner in all schools located within Broward County, if his or her domestic partner specifically elects to grant such a right on the declaration of domestic partnership.
- (b) The term "school" includes, but is not limited to, private or public elementary schools, junior high and middle schools, secondary schools, high schools, vocational schools, preschool programs, after-school programs, and day care programs.
- (c) This section shall not apply to a school operated, supervised, or controlled by a religious organization, association, or society.

(Ord. No. [2015-42](#), § 5, 10-13-15)

Appendix G
Performance Evaluation Form
SUPERVISORY EMPLOYEE PERFORMANCE EVALUATION

EMPLOYEE INFORMATION		
Employee Name:	Position:	
Department: Parks & Recreation	Immediate Supervisor:	
Review Period Ending Date:	Date of Review:	Type: ☐ Probation ☐ Annual
KEY WORK PARTNERS		
Please list individuals and/or teams the employee works with throughout the year from which the supervisor obtained input on the employee's performance:		
PERFORMANCE STANDARDS		
Performance will be evaluated using the below ten (10) standards		
S= Satisfactory NI = Needs Improvement	2% merit = 18+ Above Satisfactory 1% merit = 16-17 Satisfactory 0% merit = 15 and below (mandatory PIP)	
Communication: Is the Employee professional in their communications, using the appropriate means to their specific position in ways that strengthen knowledge up and/or down the chain of command to provide appropriate and accurate information?	S	NI
Explanation: (only if NI is used)		
Initiative: Does the Employee see tasks that require action and then take appropriate action without specific direction? Does the Employee demonstrate ability to be a self-starter and perform additional tasks as time permits?	S	NI
Explanation: (only if NI is used)		
Teamwork: Does the Employee work well with other stakeholders and assist in getting the job done, as well as participate in and contribute to group/team discussions to assist in problem solving and improving processes?	S	NI
Explanation: (only if NI is used)		
Customer Service: Does the Employee represents the City in a positive and professional manner showing respect to customers both internally and externally?	S	NI
Explanation: (only if NI is used)		
Problem Solving: Does the Employee demonstrate the ability to analyze situations and use good judgment to deliver solutions within the scope of their authority, as well as provide input, information and recommendations to their supervisor on matters within their scope?	S	NI
Explanation: (only if NI is used)		
Dependability: Is the Employee trustworthy and reliable, which is demonstrated by the consistent completion of tasks, timely meeting of required deadlines, reporting to work regularly and on-time and abiding by policies and procedures?	S	NI
Explanation: (only if NI is used)		

SUPERVISORY EMPLOYEE PERFORMANCE EVALUATION

Job Skills and Knowledge: Does the Employee performs their job duties at a satisfactory level concurrent with the knowledge, skills, abilities and requirements of their job description/position?	S	NI
Explanation: (only if NI is used)		
Safety: Does the Employee utilize safety techniques, skills, and personal protective equipment in a manner consistent with their training and City policies and other regulations? Is the Employee proactive in reducing risk or safety hazards in the work environment?	S	NI
Explanation: (only if NI is used)		
Conduct and Professionalism: Does the Employee demonstrate the ability to maintain tact and bearing, treats others with respect and courtesy, and conducts themselves professionally with a reflection of a positive image for the City?	S	NI
Explanation: (only if NI is used)		
Quantity/Quality of Work: Does the employee produce work compared to department standards, as well as complete work accurately, neatly, thoroughly and meet deadlines?	S	NI
Explanation: (only if NI is used)		
IN ADDITION TO THE ABOVE, THE FOLLOWING PERFORMANCE STANDARDS APPLY TO SUPERVISORY EMPLOYEES:		
Resource Management: Does the supervisor exhibits fiscal stewardship, proper utilization of resources, and deliberation when executing projects and complex tasks that are in alignment with the City's strategic goals and adopted budget? Does the supervisor analyze programs and services for delivery in an efficient and cost-effective manner? Does the supervisor manage the workload of his or her team appropriately?	S	NI
Explanation: (only if NI is used)		
Leadership: Does the supervisor demonstrates an active leadership style that empowers employees and fosters innovation and creativity; looks out for their employee's welfare; keeps them informed; communicates expectations effectively; makes logical and informed decisions and takes responsibility for them?	S	NI
Explanation: (only if NI is used)		
Human Relations: Does the supervisor evaluate employees objectively in a thorough and timely manner; delegate and direct work effectively; provide opportunity for mentorship, training and tools for success and advancement; recognize individual and team accomplishments, deliver constructive criticism and appropriate discipline when warranted?	S	NI
Explanation: (only if NI is used)		
Supervisory Expertise: Does the supervisor demonstrates proficiency and knowledge in the operations they oversee and take initiative to share information, advice, and recommendations based on knowledge and experience?	S	NI
Explanation: (only if NI is used)		
Emotional Intelligence: Is the supervisor able to understand and manage their own emotions, and those of the people with whom they interact; demonstrate self-awareness, self-regulation, motivation, empathy, and social skills; foster an environment of equity and inclusion?	S	NI
Explanation: (only if NI is used)		

SUPERVISORY EMPLOYEE PERFORMANCE EVALUATION

Communication Skills: Does the supervisor demonstrate the ability to provide information that is accurate, comprehensive, concise, written to the intended audience, and present it in written, oral, and electronic formats?	S	NI
Explanation: (only if NI is used)		
Organizational Ambassador: Does the supervisor lead by example, advocating the organizational culture, supporting the mission, vision, and values of the Department and City, and promotes the organization's ideals in all aspects of their work?	S	NI
Explanation: (only if NI is used)		
Decision Making: Does the supervisor make clear, consistent, transparent decisions; act with integrity in all decision making; distinguish relevant from irrelevant information; and make timely decisions?	S	NI
Explanation: (only if NI is used)		
Conflict Management/Resolution: Does the supervisor immediately deal with conflict when it arises? Does the supervisor handle conflict appropriately to arrive at constructive solutions while maintaining professional relationships?	S	NI
Explanation: (only if NI is used)		
Technical Skills: Does the supervisor demonstrate the ability to properly and efficiently use technical skills, tools, and equipment in their specific area of expertise?	S	NI
Explanation: (only if NI is used)		
Total Satisfactory (S): ____ Total Needs Improvement (NI): ____	% Increase ____ 0% + PIP (15 & below) ____ 1% (16-17 Satisfactory) ____ 2% (18+ Above Satisfactory)	

PERSONAL INITIATIVES

Individual initiatives must use SMART (Specific, Measurable, Actionable, Realistic, and Time-bound) methodology.

Employees are eligible to receive an additional 1% merit increase by scoring an 18 to 20 in the Performance Standards section and satisfying all of the Personal Initiatives below.

Performance Initiatives demonstrate that an employee has substantially exceeded the basic competencies of their position (as outlined in the job description and the Annual Employee Performance Evaluation) by meeting one or more of the following criteria: demonstrated job growth, performed added duties reflecting career growth, performed at a high level as compared to other employees, accomplished a special project or achieved high project outcomes.

At the beginning of the rating period, the Personal Initiatives must be mutually set between the employee and supervisor.

Current Reporting Period – Personal Initiatives

The employee has met ____ out ____ initiatives from the current reporting period.

Employee must meet 3 out of 3 initiatives in order to receive a 1% Merit Bonus.

Next Reporting Period – Personal Initiatives

Initiative:

Initiative:

Initiative:	
___ % Performance Standards + ___ % Personal Initiatives = ___ % Total Merit	
Immediate Supervisor's Signature:	Date:
Additional Supervisory Signature:	Date:
Additional Supervisory Signature:	Date:
Department Director's Signature:	Date:
Employee's Signature:	Date:

Instructions and Guidance:

- Key Work partners are any individuals who can contribute to the evaluation of an employee by having firsthand knowledge in determining if the employee is satisfactory (or not) in each performance standard as well as the Personal Initiatives.
- Supervisor selects S for satisfactory or NI for needs improvement for each standard based on the relevant reporting period. After completing all 20 standards, supervisor will tally the S's and the NI's and place in the appropriate box.
- The total Performance Standard score correlates to a % increase:
 - 18+ ABOVE SATISFACTORY = 2% MERIT
 - 16-17 SATISFACTORY = 1% MERIT
 - 15 AND BELOW = 0% MERIT, PERFORMANCE IMPROVEMENT PLAN
- Anyone receiving a 15 and below must have disciplinary action on file during the relevant period (including record of oral counseling which would not be part of the official employee record).
- Personal initiatives consist of three initiatives demonstrating that an employee has substantially exceeded the basic competencies and accountabilities of their position (as outlined in the job descriptions and the Annual Employee Performance Evaluation). An employee that meets all three initiatives during the reporting period earn an addition 1% increase. Employees in the same job classification shall have a group meeting with their supervisors and department director at the start of each fiscal year to develop common goals to instill fairness in developing the initiatives, though initiatives may slightly vary by employee based on the annual review date.
- Employee would receive the total of: the performance standard merit (up to 2%) and the personal initiative bonus (1%) for up to 3% total merit. Employees are guaranteed the 1% initiative bonus in FY22 (10/1/21-9/30/22).



2020¹ - 2024⁴

**Collective Bargaining Agreement
between**

**Professional Manager and Supervisors Association
[PMSA]**

**and the
City of Deerfield Beach [City]**

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2020~~01~~ - 2021~~14~~

**Collective Bargaining Agreement Between the
Professional Manager and Supervisors Association [PMSA] and the
City of Deerfield Beach [City]**

Article 1 - Preamble

Section 1 - Preamble

This Agreement is made and entered into by the **Professional Managers and Supervisors Association**, hereinafter referred to as “**the PMSA**” or “**the Association**”, and the **City of Deerfield Beach, Florida**, hereinafter referred to as “**City**”. It is the intent and purpose of this Agreement to assure a sound and mutually beneficial working and economic relationship between the Parties; to provide an orderly, prompt, and peaceful means of resolving disputes involving the interpretation of this Agreement; and to set forth the full agreement between the Parties regarding wages, hours and other terms and conditions of employment.

Section 2 - Public Employees

City employees are to regard themselves as public employees and are to be governed by the highest ideals of honor and integrity in all of their public and personal conduct in order that they may merit the respect and confidence of the general public.

WITNESSETH

In consideration of the promises contained in this Agreement, and for other good and valuable consideration, the PMSA and City agree as follows:

Article 2 - Recognition

Section 1 - Recognition of Bargaining Unit

City recognizes the PMSA as the exclusive bargaining agent for the purpose of collectively bargaining wages, hours and terms and conditions of employment and all other mandatory and permissible subjects of bargaining under Florida Statutes Chapter 447 for full-time City employees covered by this Agreement.

Section 2 - Bargaining Unit Classifications

The bargaining unit shall consist of the classifications listed in the Florida Public Employees Relations Commission (F-PERC) Certification No. 1767, [subject to a unit clarification by the parties. The composition of unit, as may be clarified by the parties from time to time, shall be reflected in](#)~~and~~ in Appendix A of this Agreement.

Section 3 - Changes in Job Responsibilities

(a) In the event of the renaming, reclassification or reallocation of a classification covered by this Agreement, the Association shall be given no less than 14 calendar days' notice of such change in classification.

(b) In the event of the creation of a new classification, the Association shall be given no less than 14 calendar days' notice of the creation of such classification. Should any such newly created classification fall within the community of interest of the collective bargaining unit, such classification shall automatically be considered part of the collective bargaining unit.

(c) If a dispute arises regarding either Paragraphs (a) or (b) of this Section, the matter shall be submitted to and resolved by the F-PERC in accordance with its rules and procedures.

Section 4 - Definitions

City Commission: Collectively refers to the elected body including the Mayor, Vice Mayor and City Commissioners of the City of Deerfield Beach, Florida.

City Department Director(s): Refers to the City Administrator with responsibility for one of the City Departments recognized in the City Fiscal Year Budget or such administrator's designee.

Calendar Day(s): A 24 hour period reckoned from midnight until midnight.

City Manager: The individual appointed as the City Manager for the City of Deerfield Beach, Florida or his/ her designee.

City's Personnel Rules and Regulations: Refers to the City's Employees Handbook.

Employee(s): A person hired to a full-time, budgeted position of 35 or more hours per week who occupies one of the classifications listed in Appendix A of this Agreement.

Fiscal Year: The City's fiscal year begins on October 1 and ends on September 30 of each year.

F-PERC: The Florida Public Employees Relations Commission.

Normal Work Day(s): A Work Day consisting of seven (7), eight (8) or ten (10) hours scheduled work.

Normal Work Week: A work week of 40 scheduled hours of work consisting of five (5) 8- hour days or four (4) 10-hour days.

PMSA: Refers to the Professional Managers and Supervisors Association, referred to herein either as "the PMSA" or "the Association."

Work Day(s): Shall refer to the days Monday through Friday, inclusive. Saturdays, Sundays and holidays (as recognized by this Agreement) shall not be considered “work days” for any purposes under this Agreement.

Article 3 - Non-Discrimination

Section 1 - Non-Discrimination

The PMSA and the City shall not discriminate against any employee covered by this Agreement because of race, color, sex, age, national origin, religion, disability, political opinions or affiliations, or as may otherwise be prescribed by the Federal, State or local law.

Section 2 - Discrimination on Membership

The PMSA and the City shall not discriminate against, interfere with or coerce and employee covered by this Agreement because of membership or non-membership in the PMSA.

However, the Association is not responsible for representing non-dues paying employees in any matters other than collective bargaining between the Parties to this Agreement.

Section 3 – Dual Filing Prohibition

In the event that an employee files a grievance alleging a violation of this Article, and files an complaint/charge in another forum making the same allegation, the grievance shall be nullified, and the other forum shall have exclusive jurisdiction.

Article 4 - Management Rights

Section 1 - Management Rights

The PMSA recognizes that the City has the exclusive right to manage and direct the various departments of the City. Accordingly, the powers and authority which the City has not specifically abridged, delegated, or modified by the express provisions of this Agreement are retained by the City. The City specifically, but not by way of limitation, reserves the exclusive right to manage and administer the affairs of the City generally; decide the mission of each of the City departments, divisions and other units or organization; set standards of service to be offered to the public; exercise control and discretion over its organization and operation; direct its employees; establish and implement policies and procedures related to employment, promotions, positions, classification, discipline, transfer, assignment, and scheduling of employees; determine and redetermine work schedules; maintain order and efficiency in its operations; determine and redetermine starting and quitting times; determine and redetermine the number of hours to be worked; determine and redetermine whether or not goods and services should be made or purchased; merge, consolidate or close a

department or any part thereof; expand, reduce, alter, combine, assign or cease any job; control the use of equipment and property of the City; fill any job on a temporary, emergency or interim basis; determine the number, location and operation of headquarters, annexes, divisions, substations and departments thereof; determine and redetermine the size and composition of the work force; introduce new or improved services, maintenance procedures, materials, facilities and equipment; require employees to submit to a medical examination by a physician designated by the City when management has a legitimate reason to believe that the employee is unable to perform his duties safely; promulgate and implement rules and regulations for its employees not in conflict with the provisions of this Agreement; set the standards and procedures for application, testing, selection procedures and appointment to all positions in the City; under reasonable circumstances, to dismiss or otherwise relieve from duty employees who have contracted or developed some mental or physical ailment or defect which incapacitates him/her for duty in the City service.

Section 2 - Other Rights and Prerogatives

In addition to the Management Rights enumerated in Section 1 of this Article, the City shall have all other rights and prerogatives which in the past it has lawfully exercised or could have lawfully exercised unilaterally subject only to express restrictions on such rights, if any, as are provided in this Agreement.

Section 3 - Notice of Intent re Privatization/Contracting-Out

City shall provide the PMSA with written notice of the City's intent to privatize/contract-out any work of the bargaining unit no less than 30 calendar days prior to the date on which the privatization/contracting out is anticipated to occur.

Section 4 - English Language Requirement

The parties agree that any applicant for employment or promotion must be able to converse and be understood in spoken English and be able to read and write in English sufficient to discharge the interpersonal communications responsibilities of the classification for which he/she is applying or seeking promotion.

Article 5 - Association Rights

Section 1 - Rights of Employees

(a) Employees covered by this Agreement shall have the rights to which they are entitled by the Constitution of the United States, the Constitution of the State of Florida, and the City's Personnel Rules and Regulations. The City's current Personnel Rules and Regulations are deemed incorporated in their entirety into this Agreement. Any differences or conflicts between the City's Personnel Rules and Regulations and the provisions of this Agreement will be resolved on the basis of the provisions of this Agreement.

(b) Employees shall have the right to join or not to join the PMSA and to engage

in lawful activities for the purposes of collective bargaining free from restraint, coercion, discrimination or reprisal.

(c) Employees shall be provided a copy of his/her Classification Description in response to such employee's written request of City's Human Resources Department.

(d) There shall be only one (1) official personnel file for each employee covered by this Agreement to be maintained by the City's Human Resources Department in accordance with *Florida Statutes* Chapter 119.

(e) No material adverse to an employee shall be placed in his/her official personnel file unless the employee has been afforded an opportunity to review such material. The employee shall acknowledge his/her review of such material and affix his/her signature to such material, understanding that the employee's signature merely acknowledges his/her review of the material, not that the employees necessarily agrees with the content of such material.

Employees shall have 10 calendar days in which to provide a written response to any adverse material placed in the employee's official personnel file. In such event, the written response shall be attached to the adverse material placed in the employee's official personnel file. Receipt of any such written response shall not be considered a grievance regarding the adverse material for any purposes under this Agreement.

(f) Upon appropriate request and scheduling by an employee, the City's Human Resources Department shall permit an employee to review his/her official personnel file and shall provide copies of any material requested by the employee for a reproduction fee in accordance with applicable State law.

Section 2 - Rights of the Association

The PMSA shall have those rights contained in *Florida Statutes* Chapter 447, or as such Chapter may be amended.

Section 3 - Dues Deduction

Employees may authorize payroll deductions for the purpose of paying PMSA dues. No authorization shall be allowed for payment of initiation fees, assessments fees or fines.

Section 4 - Determination of Dues

The PMSA will notify the City of the amount of dues. Such notification shall be made in writing over the signature of the PMSA's Executive Director or designee. Changes in dues will be similarly reported to City, with the notification at least 30 calendar days in advance of the anticipated effective date of any such changes.

Section 5 - Deduction Methodology

Dues shall be deducted each pay period. The deducted monies shall be remitted to

the Association within ten (10) working days of the last pay period of the month. The PMSA will indemnify, defend and hold City harmless against any claims made, and against any suits instituted, against City on account of the deduction of dues.

Section 6 - Payroll Deduction Authorization

Upon receipt of a signed payroll deduction authorization card, City shall deduct those PMSA dues certified by the signature on the card of the employee.

Section 7 - Revocation of Payroll Deduction Authorization

A payroll deduction authorization may be revoked by an employee upon 30 calendar days written notice to the PMSA and the City. Any such revocation shall be on a signed form provided by the PMSA or in a letter of intent from the employee.

Article 6 - Prohibition of Strikes

Section 1 - No Strikes

Neither the PMSA, any officer or agent of the PMSA, nor any employee shall instigate, promote, sponsor or engage in any strike, slow down, concerted stoppage of work, or any other intentional interruption of the operations of the employer, regardless of the reason for doing so. Any and all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the City. Such discharge or discipline shall not be the subject of any grievance procedure or appeal procedure provided in this Agreement, except as to the question of fact.

Section 2 - Association Efforts

In the event of a strike, slow down, concerted stoppage of work, or other intentional interruption of the operations of the City regardless of reasons for doing so, the PMSA shall take direct and immediate action to the fullest extent of its power and influence to bring about a cessation of such activities.

Section 3 - Responsibility

Any employees found to be in violation of this Article and the PMSA (if the PMSA shall fail to take direct and immediate action to the fullest extent of its power and influence to bring about a cessation of a strike, slow down, concerted stoppage of work or other intentional interruption of the operations of the City) shall be liable for any damage or costs which might be suffered by the City or other individual or entity affected as a result of a violation of the provisions of this Article in accordance with the law.

Article 7 - Association Business

Section 1 - Employee Roster

The PMSA may request, no more than once per calendar quarter, a roster containing the names, home addresses, and home telephone numbers of employees covered by this Agreement, and City shall respond to any such request to the extent that information is publicly available pursuant *Florida Statutes* Chapter 119.

Section 2 - Association Business

The City agrees to allow the PMSA's Chief Delegate or his/her designated representative to be released from duty without pay to attend conventions, seminars and meetings. This time will be limited to two (2) events per calendar year as designated by the PMSA.

The City reserves the right for City Department Directors and the City Manager to approve or disapprove these absences based on operational needs.

Section 3 - Bulletin Boards

(a) Bulletin board space shall be provided by the City upon which the PMSA may place non-controversial notices in regard to meetings, social gatherings and all other matters pertaining to legitimate Association business. The PMSA shall be assured of space on City bulletin boards sufficient to post three 8-1/2" x 11" sheets of paper. Bulletin board space will be provided at the following locations:

- City Hall
- Water Plant
- Parks and Recreation Department (including Aquatics Office, Athletics Office, , Pier, Tennis Center in Pioneer Park, Warehouse, Oveta McKeithen Recreation Center, Hillsboro Community Center, Highlands Community Center, Teen Center, West Deerfield Community Center and Constitution Park)
- Central City Campus (Buildings A and B)
- Ocean Rescue Headquarters
- Active Aging
- Mitigation Operations Center (MOC)

(b) All costs incident to the preparing and posting of PMSA materials will be borne by the PMSA. The PMSA is responsible for posting and removing material on City bulletin boards and for helping the City to maintain said boards in an orderly condition.

Section 4 - Negotiations

The City agrees that there shall be no loss of pay for three (3) employees serving as members of the PMSA's negotiating team, provided such negotiation sessions are held at mutually agreed times during the employees' normal working hours.

[If the composition of the negotiating team impacts the City's operations due to their](#)

collective absence from work, the applicable Department Director reserves the right to deny an employee's ability to attend the session. In such an event, the PMSA may use an alternate team member. A team member may not be unreasonably denied the ability to attend a negotiation session.

Section 5 - Association Delegates

(a) The PMSA may appoint one (1) Chief Delegate and up to a maximum of four (4) Shop Delegates ~~in each of the following work groups: 1. City Hall and Athletics & Aquatics, 2. Parks & Recreation, Information Technology, 3. Sustainable Management, 4. Environmental Services~~ whose names shall be indicated in writing to the City's Director of Human Resources and Risk Management. Appointments shall not be effective until receipt of notice by the City.

(b) Employees who are selected as a Chief Delegate or as a Shop Delegate shall perform duties for the PMSA on their own time. However, the City recognizes that instances will arise in which it will become necessary for the Chief Delegate and Shop Delegates to perform their duties on City time. Except in emergency conditions, the Chief Delegate's and Shop Delegates' immediate supervisor may grant permission to perform these duties on City time with the understanding that the Chief Delegate and Shop Delegates shall return promptly to their regular assigned duties. A supervisor's permission shall not be unreasonably withheld.

Section 6 - Location for PMSA Business

The City agrees that the PMSA may have access to a room in a City facility at mutually agreed upon times and dates to conduct PMSA business.

Section 7 - Requests for Documents

City agrees to provide the PMSA with one (1) copy of the following documents upon request to the City's Human Resources Department:

(a) City Commission Agenda with specifically requested back-up material for agenda items related to the PMSA and/or City employees generally, except for any such materials that are exempt from the Florida Public Records Law.

(b) Proposed budget, existing budget, budget statements and year-end financial statements.

(c) Minutes of City Commission meetings.

Section 8 - Copies of Agreement

Upon ratification and execution of this Agreement, City will place a copy of this Agreement on the City's website and will provide the PMSA with five (5) stapled, 8-1/2" by 11"

copies of this Agreement at no cost.

Article 8- No Solicitation

Section 1 - No Solicitation

Consistent with *Florida Statutes* Chapter 447, employees covered by this Agreement, the PMSA, and representatives of the PMSA shall not solicit employees for any purposes during work hours or on City premises.

Article 9- Seniority

Section 1 - City Seniority

Each full-time employee shall have City Seniority based on the employee's first day of current continuous employment with City. City Seniority shall be used for computing annual leave accrual and pension benefits.

Section 2 - Department Seniority

Each full-time employee shall have Department Seniority based on the employee's first day of current continuous employment in their City Department.

Section 3 - Classification Seniority

Each full-time employee shall have Classification Seniority based on the employee's first day of current continuous regular full-time employment in their classification.

Classification seniority shall be used for determining vacation and shift preference as openings are made available. In the event that Classification Seniority in a specific classification is equal between or among employees, Department Seniority shall be used to determine the senior employee. In the event that Classification and Department Seniority are equal between or among employees, City Seniority shall be used to determine the senior employee.

Section 4 - Loss of Seniority

Employees shall lose City Seniority, Department Seniority and Classification Seniority in the event the employee: (a) is terminated from employment for Just Cause; (b) is administratively separated from City service pursuant to Article 19, Section 6 of this Agreement; (c) retires; (d) resigns from employment; or (d) is on layoff for more than 18 months.

Article 10 - Promotions/[Reclassifications/Transfers](#)

Section 1 - Promotions

The term promotion as used in this Article means the advancement of a full-time employee to a job classification and higher pay grade based within the bargaining unit on favorable work performance, qualifications for the position and on competitive examinations where such examinations are given.

Section 2 - Posting of Vacancies

All ~~promotional~~ vacancies within the bargaining unit for full-time employment will be posted in each City Department and on the City's website, except those vacancies involving a reorganization, and when a vacancy is filled by transfer in accordance with Section 7 herein. In the event a vacancy is filled via transfer, the resulting vacancy created by the move will be subject to the posting requirement. Notices shall include the classification title, rate of pay, City Department, and the minimum requirements of the classification. Such posting shall be for a period of at least five (5) work days. A copy of the notice shall also be sent to the PMSA's Chief Delegate.

Section 3 - Employee Applications

During the period of posting, employees who wish to apply for the open classification, including employees on layoff, may do so. The application shall be in writing or online and on the standard form furnished by the City. Applications shall be submitted to the City's Human Resources Department and received no later than 5:00 p.m. on the closing date of the vacancy.

Section 4 - Filling Vacancies

Positions shall be filled by the best qualified applicant. Where there is a tie in qualification for a promotional position, the employee with the greatest City Seniority shall be appointed. Where there is a tie in qualification for any position, a City employee shall be appointed over an applicant who is not a City employee.

Section 5 - Pay Rate upon Promotion or Reclassification

In any case where an employee is promoted or reclassified to a higher grade and job classification, the starting rate shall be a minimum of 5% over the salary received prior to the promotion or the minimum of the pay grade, whichever is greater, for which the employee is promoted in accordance with Pay Plan grades, provided the Department Director approves. A promotion institutes a new probationary period.

Section 6 — Pay Rate Upon Demotion

In any case where an employee is demoted to a lower pay grade and job classification, the demoted employee's salary shall be based on the pay grade of the new position, but equivalent to the same percentile for which the employee is in the current pay grade (e.g., an employee being paid at the 30th percentile in pay grade E20 is demoted to an

E14 position. In such case, the employee will be paid at the 30th percentile for pay grade E14). A demotion institutes a new probationary period.

Section 7 - Transfers

An employee may be transferred to another department with the same job classification and such transfer will not change the employee's pay rate, anniversary date or classification date.

Section 8 - Initial Orientation Period

The initial orientation period shall be regarded as an integral part of the examination process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment and training for a new employee, and for rejecting any employee whose performance or conduct is not satisfactory. Department Directors shall monitor employees during the initial orientation period to insure only those employees performing to the best of their abilities complete their initial orientation period.

The initial orientation period is six (6) continuous months, and may be extended for up to an additional six (6) month period. During this initial orientation period, an employee shall be subject to demotion and disciplinary action up to, and including, termination from employment, without resort or recourse to the Grievance and Arbitration Procedure provided in Article 12 of this Agreement.

Section 97 - Promotional Orientation Period

Employees promoted into a classification shall be required to successfully complete a promotional orientation period.

The promotional orientation period is six (6) continuous months, and may be extended for up to an additional six (6) month period. During this promotional orientation period, an employee may be returned to his former classification without resort or recourse to the Grievance and Arbitration Procedure provided in Article 12 of this Agreement.

All positions filled as a result of a promotion shall be filled subject to the promoted employee's ability to pass the promotional orientation period. Personnel hired or promoted into the lower classification from which the employee is promoted shall not be considered permanent until the promoted employee they are replacing is made permanent in the higher classification. If a promoted employee fails the promotional orientation period, he/she may return to their previously held position, provided said position exists. In the event their previously held position is occupied by another employee, that employee will be displaced so that the demoted employee can return to their former position. If the displaced employee had transferred or promoted into the position, he/she may also return to their previously held position in the same manner, provided the same circumstances exist.

Prior to the expiration of an employee's promotional orientation period, the Department Director shall notify the City's Human Resources Department in writing on the appropriate form whether or not the employee has performed satisfactorily during the promotional orientation period and recommend the personnel action to be taken.

Section 10 – Movements out of the Bargaining Unit

Employees promoted, reclassified, demoted or transferred into a non-bargaining unit classification shall be subject to the provisions of the City's Employee Personnel Rules and Regulations, and employees moving into another bargaining unit shall be subject to the provisions of the applicable collective bargaining agreement. These provisions include pay, orientation periods and other terms and conditions of employment

Article 11 - Lay-Off and Recall

Section 1 - Reduction in Workforce

When the City, in its sole discretion, determines that a reduction in its workforce is appropriate, employees covered by this Agreement shall be laid off according to the provisions of this Article.

Section 2 - Order of Layoff

(a) Full-time employees shall be laid off by classification within a Department based on the employee's Classification Seniority, i.e., the amount of time the employee has been in the classification he/she occupies at the time of the reduction-in-force. Any ties in Classification Seniority shall be broken by City Seniority, i.e., the amount of time the employee has continuous service with the City since the employee's last date of hire.

(b) However, before any full-time employee is laid off from a classification, all employees in their initial probationary periods in that classification shall be laid off.

(c) Once identified for layoff from his/her present classification and Department:

(I) A full-time employee with greater City Seniority may bump (i.e., displace) the least senior (in terms of City Seniority) full-time employee within the City who occupies the same classification as the laid-off employee; or

(II) A full-time employee with greater City Seniority may bump (i.e., displace) the least senior (in terms of City Seniority) full-time employee within the City who occupies any classification in which the laid-off employee has previously worked for the City as a full-time, permanent (i.e., non-probationary) employee. In such event, the full-time employee's pay shall be reduced to (capped at) the maximum of the pay grade into which he/she is bumping; and

Section 3 - Notice of Layoff

Full-time employees not on initial probation shall be given written notice of layoff no less than 14 calendar days in advance of the effective date of the layoff.

Section 4 - Pay Out of Benefits upon Layoff

As of the effective date of layoff, employees shall be entitled, at their election, to cash out any earned and accrued Compensatory Time, Sick Leave and Annual Leave to which they may be entitled under this Agreement.

Section 5 - Recall

(a) Any full-time employee who is laid off shall be entitled to the provisions of this Section for up to 18 months from the effective date of his/her layoff.

(b) Any full-time employee who is laid off shall be entitled to recall to the classification from which he/she was laid off in reverse order of his/her Classification Seniority.

(c) Employees entitled to the provisions of this Section shall be responsible for notifying the City's Human Resources Department of their current address-of-record and telephone number, as well as any changes to such contact information.

(d) Employees being recalled to a classification shall report for work no later than three (3) work days after their notification of recall. Any employee who fails to respond as required by this Sub-Section shall be terminated from employment for the abandonment of his/her position.

(e) Employees who are not recalled within 18 months from the effective date of their layoff shall be terminated from employment pursuant to this Section.

Section 6 – Layoff Moratorium

~~Each bargaining unit position filled as of October 1, 2020 has been budgeted for fiscal year 2021. No bargaining unit employee shall be laid off from a budgeted position for economic reasons in fiscal year 2021, irrespective of any budgetary shortfall. In the event of the closure of a facility due to a hurricane or unforeseen or otherwise unanticipated non-economic reasons, the City shall reassign employees impacted by those events, to other areas, departments or budgeted positions.~~

Section 67 – Delegate Seniority

Delegates shall have Seniority above all bargaining unit members with regards to layoffs and recall.

Article 12 - Grievance and Arbitration Procedures

Section 1 - Definition of Grievance

A grievance is a difference or dispute between an employee and City, or between the PMSA and the City, regarding the interpretation, application or violation of the express terms of this Agreement or of applicable employment law.

Section 2 - Requirements of Written Grievance

A written grievance submitted at any Step of the Grievance Procedure provided in this Article shall be on the form provided in Appendix B of this Agreement, and shall contain the following information:

- The date the grievance is being submitted;
- The printed name and signature of the PMSA Chief or Shop Delegate, if applicable;
- The Step at which the grievance is being submitted;
- The name of the person to whom the grievance is being submitted;
- The date of the occurrence giving rise to the grievance;
- The Article(s) and Section(s) of the Agreement allegedly violated;
- A brief statement describing what happened and the person(s) involved;
- The corrective action (i.e., remedy) being sought; and
- The printed name and signature of the Grievant.

Written grievances which do not include the above information will be returned to the Grievant for correction and resubmission only once. Upon the return of a grievance for insufficiency, the Grievant shall make all necessary revisions and re-submit the grievance within three (3) work days after the City's return of the grievance. Failure to do so shall result in the grievance being deemed null and void and bar any further processing of the grievance.

Section 3 - Time Limitations

(a) No grievance shall be considered or processed under this Article unless it is submitted within the time limits set forth in this Article. However, the PMSA and City may mutually agree in writing to extend any of the time limits set forth in this Article.

(b) The Grievant shall be responsible for documenting/proving the timely receipt of a written grievance at each of the Steps contained in the Grievance Procedure provided in Section 6.04 of this Agreement. The appropriate City representative shall be responsible for documenting/proving the timely delivery of a written answer to both the Grievant and the PMSA at each of the Steps contained in the Grievance Procedure provided in Section 6.04 of this Agreement.

(c) If a grievance is not presented within the time limits set forth in this Article (or within any time limits mutually agreed to in writing by the PMSA and City), said grievance shall be deemed settled on the basis of City's last answer to such grievance. If City fails to provide an answer within the time limits set forth in this Article (or within

any time limits mutually agreed to in writing by the PMSA and City), the Grievant may elect to treat the grievance as denied and appeal the grievance to the next step.

(d) The term “work days” shall refer to the days Monday through Friday, inclusive. Saturdays, Sundays and holidays (as recognized by this Agreement) shall not be considered “work days” for any purposes under this Article.

Section 4 - Grievance Procedure

(a) A grievance must be submitted within ten (10) work days following the event giving rise to the grievance or within ten (10) work days of the time the Grievant should have reasonably learned of such event.

(b) Grievances shall be processed as follows:

Step 1

Written Grievance to Department Director

A written grievance shall be submitted to the appropriate Department Director within ten (10) work days of the time the Grievant should have reasonably learned of such event.

The Department Director shall then issue a written answer to the grievance within ten (10) work days of the Department Director’s receipt of the grievance at Step 1.

Step 2

Written Appeal to City’s Director of Human Resources and Risk Management

If the grievance is not resolved at Step 1, a written grievance shall be submitted to the City’s Director of Human Resources and Risk Management [DHR] within five (5) work days of the Grievant’s receipt of the Department Director’s written answer at Step 1.

The DHR shall then issue a written answer to the grievance within five (5) work days of the DHR’s receipt of the grievance at Step 2.

Step 3

Written Appeal to City Manager

If the grievance is not resolved at Step 2, a written grievance shall be submitted to the City Manager within five (5) work days of the Grievant’s receipt of the Director of Human Resources and Risk Management’ written answer at Step 2.

The City Manager shall then issue a written answer to the grievance within ten (10)

work days of the City Manager's receipt of the grievance at Step 3.

Step 4

Written Request for Arbitration

(a) If a grievance is not resolved at Step 3, the PMSA and the City may within ten (10) work days mutually agree in writing to submit the matter to mediation using the services of the Federal Mediation and Conciliation Service (FMCS).

(b) If there is no agreement to mediation, the PMSA (and only the PMSA) may file a written request for arbitration with the FMCS within 15 work days of the Grievant's receipt of the City Manager's written answer at Step 3.

(c) The PMSA shall request a list of seven (7) arbitrators located (or billing from) the State of Florida from the FMCS. The parties shall each alternately strike three (3) names from such list, with the PMSA striking first. The remaining name shall be the arbitrator.

(d) The arbitrator shall promptly conduct the hearing on the grievance at which both the PMSA and the City shall be permitted to present their evidence and arguments. The decision of the arbitrator shall be rendered in writing with copies furnished both to the PMSA and the City no later than 30 calendar days after the conclusion of the hearing.

(e) The arbitrator shall limit his/her opinion to the interpretation or application of this Agreement and shall have no power to amend, modify, nullify, ignore or add to the provisions of this Agreement.

(f) The PMSA and the City shall each bear the expense of their respective witnesses and representatives. The expenses of the arbitrator shall be borne equally by the PMSA and the City.

(g) Employees required to testify at an arbitration hearing will be made available without loss of pay by the City. However, whenever possible, employees shall be placed on call to minimize time lost from work and shall return to work upon completion of their testimony.

Article 13 - Temporary Assignments

Section 1 - General Provisions

In the event an employee is temporarily assigned, the Department Director shall base his or her decision on experience, qualifications, special skills, seniority, job performance history and other job-related criteria. Department Director's decision shall not be subject to the grievance procedure.

The City shall notify the PMSA of any employees temporarily assigned in a PMSA classification when the change becomes effective.

Section 2 - Temporary Assignments

A full-time employee who is temporarily assigned the duties and responsibilities of a position which has a higher pay classification shall be compensated at a rate commensurate with the responsibilities assumed in the higher classification after serving at least two weeks in the temporary assignment, but in no case shall the temporary adjustment be less than 5%. This provision does not include temporary time due to an employee on scheduled leave. All such temporary assignments must be reported to and approved by the City Manager before a higher rate of compensation can be made. At the conclusion of the assignment, the employee's pay shall revert to the authorized rate established for the regular position.

Section 3 - Temporary Assignments in Excess of 180 Calendar Days

In the event an employee is required to perform duties in a classification higher than that which such employee holds on a permanent basis for a period longer than 180 continuous calendar days, the employee shall be deemed to have been promoted into the higher classification, provided that the employee meets the minimum qualifications for the higher classification.

However, the provisions of this Section shall not apply if the employee is working in the higher classification to replace a City employee whose absence is due to illness or injury and such employee is expected to return to work.

Article 14 -Drug Free Workplace Program

Section 1 - Development of Replacement Program

The Parties have the right to reopen this Agreement to address the development of a replacement drug free workplace program in the second and third years of the Agreement. Should either party select to reopen the Agreement for those fiscal years, it shall provide the other party with notice of its intent to do so by May 1, 2018 and May 1, 2019, respectively, and the parties will commence bargaining over that issue by June 1, 2018 and June 1, 2019, respectively.

However, no random testing will be conducted of any classification not required under Federal Department of Transportation Rules and Regulations [or other applicable state or federal law enacted](#).

Section 2 - Drug and Alcohol Abuse Policy

The City recognizes that City employees are not immune from the problems which face society in general, including alcohol and drugs. While the City does not presently have

reason to believe that any employee is abusing drugs or alcohol, the only effective means of avoiding potential problems is through a comprehensive policy directed against alcohol and drug abuse by employees.

The following constitutes a violation of the City's Drug and Alcohol Abuse Policy applicable to regular full-time and regular part-time employees:

- (a) The use of or being under the influence of intoxicants or drugs while on duty.
- (b) The use of or being under the influence of intoxicants or drugs when wearing a City uniform, whether on or off duty.
- (c) The unlawful manufacture, distribution, dispensing, possession and use of any controlled substance including prescription drugs.
- (d) Failure to notify the Human Resources Department of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction. A violation of the City's Drug Free Workplace Program may subject the employee to disciplinary action up to and including termination.

Section 3 - Definitions

Under the influence of alcohol shall mean testing positive for the presence of alcohol based upon the guidelines of Section 440.101, or 440.102, Florida Statutes, or Florida Administrative Code 59A-24 (unless a stricter standard is authorized by law for a specified job position).

Under the influence of drugs shall mean testing positive for the presence of drugs based upon the standards set forth in Section 440.101 or 440.102, Florida Statutes, ~~or~~ Florida Administrative Code 59A-24 (unless a stricter standard is authorized by law for a specified job position), [or Title 21 United States Code \(USC\) Controlled Substances Act](#); provided that any statutory standard which is more strict shall apply.

Drug shall mean any controlled substance as defined in Chapter 893, Florida Statutes or any substance defined as a drug in Section 440.102, Florida Statutes, [or Title 21 USC](#).

Section 4 - Testing

All testing for alcohol or drugs shall be undertaken as follows:

- (a) There shall be two tests conducted by the City. If the first test is negative, there shall be no second test, unless the City has reason to believe there was some irregularity in the administration or analysis of the first test. The second (confirmatory) test shall be a gas chromatography/mass spectrometry (GC/MS test) or such other equivalent or more accurate scientifically accepted test, at the City's option. It shall be this second, confirmatory test, which shall be the determinant for the City as to whether

the employee or applicant was under the influence of alcohol or drugs and which shall trigger disciplinary action against employees and a determination not to hire job applicants.

(b) A sample shall be collected with due regard to the privacy of the individual providing the sample, and in a manner reasonably calculated to prevent substitution or contamination of the sample.

(c) Specimen collection shall be documented and the documentation procedures shall include:

1) Labeling specimen containers to preclude erroneous identification;

2) A form for the employee or applicant to provide any information he/she considers relevant to the test, including identification of currently or recently used prescription or nonprescription medication or other relevant medical information. Such form shall provide notice of the most common medications by brand name or common name, as applicable, as well as by chemical name, which may alter or affect a drug test. The providing of information shall not preclude the administration of the drug test, but shall be taken into account in interpreting any positive confirmed results; and

3) A consent form.

(d) Specimen collection, storage, and transportation to the testing site shall be performed in a manner which will reasonably preclude specimen contamination or adulteration.

(e) A specimen for a drug test may be taken by any person authorized to do so by

Florida Statutes Chapter 440.102.

(f) Specimens shall be sufficient for two drug tests as determined by the Department of Health and Rehabilitative Services.

(g) Every specimen that produces a positive confirmed result shall be preserved by the licensed laboratory that conducts the confirmation test for a period of at least 210 days after the results of the positive confirmation test are mailed or otherwise delivered to the employer. However, if an employee or job applicant undertakes an administrative or legal challenge to the test result, the employee or applicant shall have the responsibility to notify the laboratory and the sample shall be retained by the laboratory until the case or administrative appeal is settled. During the 180 day period after written notification of a positive test result, the employee or job applicant who has provided the specimen shall be permitted to have a portion of the specimen retested, at the employee's or applicant's expense at another laboratory, licensed and approved by the Department of Health and Rehabilitative Services, chosen by the employee or applicant; provided

that the employee or applicant shall provide notice to the City of his/her desire to undertake such a test within five working days of receipt of the results of a positive confirmatory test or notice from the City that the applicant or employee's timely explanation was unsatisfactory whichever occurs later. The second laboratory must test at equal or greater sensitivity for the drug in question as the first laboratory. The first laboratory which performed the test for the employer shall be responsible for the transfer of the portion of the specimen to be retested, and for the integrity of the chain of custody during such transfer.

(h) Within five working days after receipt of a positive confirmatory test result from the testing laboratory, the City shall inform an employee or job applicant in writing of such positive test result, shall provide a copy of the test result and shall provide a statement of the consequences of such result and the options available to the employee or job applicant.

(i) Within five working days after receiving notice of a positive confirmatory test result, the employee or job applicant may submit information in writing to the employer explaining or contesting the test results, and why the results do not constitute a violation of the employer's policy.

(j) If the City deems the explanation or challenge to be unsatisfactory, it shall provide a written explanation as to why the employee's or job applicant's explanation is unsatisfactory. Such documentation shall be kept confidential as provided by law and shall be retained for at least one year.

(k) The City shall employ chain-of-custody procedures as established by the Department of Health and Rehabilitative Services.

(l) An applicant whose second test confirms the original positive test result may, at the applicant's expense, have a third test (being a gas chromatography/mass spectrometry (GC/MS test) conducted on the original sample at a laboratory approved by the City.

(m) The City shall pay the costs of the initial and the first confirmation test; the employee or job applicant shall pay for any test which he/she requests. Payment shall be made by the employee upon requesting the test.

(n) Should an applicant or employee fail to request a third test, after a positive confirmatory test by the City, within five days after receiving the notice of positive results from the City or notice of the City's determination that the applicant or employee's timely explanation was unsatisfactory, whichever occurs later, the employee or applicant shall waive any claims to a position lost as a result of the positive confirmatory test. A job applicant shall, in no event, be entitled to a position applied for and filled during any review of positive tests or other challenge.

(o) An employee shall have access to the grievance procedure provided in the

Personnel Rules and Regulations or Article 12 of this Agreement.

(p) Upon detecting a false positive error, the City shall notify the laboratory and the Florida Department of Health and Rehabilitative Services of any such error.

(q) The laboratory shall not disclose any information relative to the health or mental condition of the tested employee except as provided by law. The City shall not request or receive from the testing facility any information concerning the personal health, habit, or condition of the employee (other than the drug test results) including, but not limited to, the presence of HIV antibodies in an injured employee's body fluids.

Section 5 - Medications

Below are listed the most common medications by brand name or common name, and chemical name, which may alter or affect a drug test as listed by the Department of Health and Rehabilitative Services and the Florida Statutes 440.102(a):

- I. Alcohol. All liquid medications containing ethyl alcohol (ethanol). Please read the label for alcohol content. As an example, Vick's Nyquil is 25 per cent (50 proof) ethyl alcohol, Comtrex is 20 per cent (40 proof), Contact Severe Cold Formula Night Strength is 25 per cent (50 proof), and Listerine is 26.9 per cent (54 proof).
- II. Amphetamines. Obetrol, Biphetamine, Desoxyn, Dexedrine, Didrex.
- III. Cannabinoids. Marinol (Dronabinol, THC).
- IV. Cocaine. Cocaine HCl Topical Solution (Roxanne).
- V. Phencyclidine. Not legal by prescription.
- VI. Methaqualone. Not legal by prescription.
- VII. Opiates. Paregoric, Parepectolin, Donnagel PG, Morphine, Tylenol with Codeine, Empirin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guaiatuss AC, Novahistine DH, Novahistine Expectorant, Dilaudid (Hydromorphone), M-S Contin and Roxanol (morphine sulfate), Percodan, Vicodin, etc.
- VIII. Barbiturates. Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fioricet, Esgic, Butisol, Mebaral, Butabarbital, Butabital, Phrenilin, Triad, etc.
- IX. Benzodiazepines. Ativan, Azene, Clonopin, Dalmane, Diazepam, Halcion, Librium, Poxipam, Restoril, Serax, Tranxzone, Valium, Verstran, Xanax.

- X. Methadone. Dolophine, Methadose.
- XI. Propoxyphene. Darvocet, Darvon N, Dolene, etc.
- XII. Hallucinogens. L.S.D., Payote, etc.
- XIII. Synthetic Narcotics.
- XIV. Designer Drugs.

Section 6 - Privacy in Drug Testing

Urine samples shall be provided in a private restroom stall or similar enclosure so that employees and applicants may not be viewed while providing the sample. Bags, briefcases, purses and other containers may not be carried into the test area. The water in the commode shall be colored with dye to protect against dilution of test samples.

Section 7 - Drug Testing for Applicants

A drug test will be given to all job applicant finalists for safety sensitive positions, [which is defined in Section 440.102, Florida Statutes](#), as a part of the pre-employment physical examination prior to hiring. A refusal to take the drug test will disqualify the applicant from further consideration for hiring.

Job applicants and employees have the right to consult the medical review officer or testing laboratory for technical information regarding prescription and non-prescription medication.

Job applicants will no longer be considered for employment if their test results have been confirmed positive by the medical review officer subject to the review procedures contained herein.

Section 8 - Current Employee Testing

(a) Testing for Reasonable Suspicion

The City may require a current City employee to undergo drug testing and alcohol testing if there is reasonable suspicion that the employee is under the influence of drugs or alcohol during work hours. "Reasonable suspicion" means an articulatable belief based on specific facts and reasonable inferences drawn from those facts that an employee is under the influence of drugs or alcohol. Circumstances which constitute a basis for determining "reasonable suspicion" may include, but are not limited to:

- A pattern of abnormal or erratic behavior or a significant deterioration in work performance,
- Information provided by a reliable and credible source,

- A work-related accident, that the employee has caused or contributed to, Direct observation of drug or alcohol use,
- A report of drug use, provided by a reliable and credible source, which has been independently corroborated,
- Presence of the physical symptoms of drug and alcohol use (i.e., glassy or bloodshot eyes, alcohol or marijuana odor on breath, slurred speech, poor coordination and/or reflexes),
- Increased absenteeism, Substandard work,
- Increased disciplinary incidents, Deteriorating work relationships,
- Increased inattentiveness and absentmindedness, Increased hostility toward the public or other employees,
- Frequent need for work breaks,
- Evidence that an individual has tampered with a drug test during his employment with the City,
- Evidence that an employee has used, possessed, sold, solicited or transferred drugs while working or while on City premises or while operating City vehicles, machinery or equipment, and/ or
- Mood swings.

Where testing is based upon reasonable suspicion, supervisors are required to detail in writing on the form available in the Human Resources Department the specific facts, symptoms or observations which formed the basis for their determination that reasonable suspicion existed to warrant the testing of an employee. If the Department Director concurs that sufficient suspicion exists to warrant testing, he/she shall submit his/her findings to the Human Resources and Risk Management Director and a drug test shall be given. If the Human Resources and Risk Management Director is not available, findings may be submitted to the City Manager, Assistant City Manager or Risk Manager, in that order.

(b) Testing for Cause

- 1) Moving-Vehicle Accident -- If an employee causes or contributes to the cause of a moving-vehicular accident that results in ~~more than \$500.00~~ damage to the City's and/or member of the public's property, the employee must submit to a drug test. Following the drug test, if not under the influence of any controlled substance, the employee may return to work. In all situations, the accident must be immediately reported by the employee to his/her supervisor.
- 2) Non-Moving-Vehicle Accident -- If an employee causes or contributes to the cause of a non-moving-vehicular accident that results in ~~more than \$100.00~~ damage to the City's and/or customer's and/or member of the public's property, the employee must submit to a drug test. In all situations, the accident must be immediately reported by the employee to his/her supervisor.
- 2)3) Worker's Compensation/On-Duty Injury – If an employee suffers an injury while on duty, he/she must submit to a drug test. The employee will be provided

an authorization form to take to the testing facility. Upon becoming aware of the injury, the employee must immediately report to his/her supervisor.

Following the drug test, if not under the influence of any controlled substance, the employee may return to work.

(c) Routine Fitness for Duty

An employee will submit to a drug test if the test is conducted as a part of routinely scheduled employee fitness-for-duty medical examination that is part of the City's established policy or that is scheduled routinely for all members of an employment classification or group, and approved as a prerequisite by the City.

(d) Additional Testing

Additional testing may also be conducted as required by applicable state or federal laws, rules, or regulations and as set forth herein or permitted by Section 440.102, Florida Statutes.

(e) Refusal to Test

Employees who refuse to submit to an alcohol and/or other drug test may forfeit their eligibility for all workers' compensation medical and indemnity benefits. Refusal to submit to an alcohol and/or other drug test will be considered a violation of a lawful and reasonable regulation or order and insubordination. As such it shall result in separation from the City service.

(f) Employee Status After Test

Following a drug test for reasonable suspicion, accident or injury, the employee cannot return to work until the City receives and reviews the results of the drug test. If the test is negative, the employee shall receive regular salary for hours of work lost.

Job applicants and employees have the right to consult the testing laboratory for technical information regarding prescription and non-prescription medication.

Section 9 - Voluntary Identification

No disciplinary action shall be taken against employees who voluntarily identify themselves as drug users or alcohol abusers, obtain counseling and rehabilitation through the City's Employee Assistance Program and thereafter refrain from violating the City's policy on drug and alcohol abuse. The Employee Assistance Program can give information as to other local alcohol and drug rehabilitation programs. However, to be exempt from such disciplinary action the employee must seek counseling and rehabilitation and notify the City of such counseling prior to being asked to take a drug test.

Section 10 - Education

The City shall conduct an annual education program to alert its employees to the dangers of the abuse of drugs and alcohol, the effects of drug and alcohol abuse on job performance and the consequences of such abuse in the workplace. Annual education shall be conducted virtually during the regular scheduled workday.

Section 11 - Collective Bargaining Agreement

The City's collective bargaining agreement with the PMSA contains the City's Drug Free Work Place Policy [by reference](#) and falls under the jurisdiction of the Florida Public Employees Relations Commission (PERC) and its appeal procedures.

Article 15 - Uniforms and Equipment

Section 1 - Cleaning

The City will provide and pay for the cleaning of uniforms for those full-time employees required by the City to wear uniforms on the job. Where the City requires employees to wear safety shoes, the City will provide such safety shoes to the employees. via the issuance of an annual allowance of \$150 to cover the purchase of said safety shoes. The bargaining unit member shall be on active duty at the time of payment, (i.e., not on any type of paid or unpaid leave-of absence), in order to receive payment. The employee not on active duty who returns to active duty within the fiscal year shall receive the allowance in their first check. If a newly hired bargaining unit member's position requires safety shoes, the newly hired bargaining unit member will be issued a \$150 in their first check to cover the purchase of said safety shoes.

Section 2 - Responsibility for Return

Upon termination of employment, the employee shall return to the City all uniforms, tools and equipment assigned to him/her in the same condition they were in at the time the employee received them, normal wear and tear excepted. If the employee fails to return any item, or if he/she returns any item in a damaged condition due to causes other than normal wear and tear, the cost of repair or replacement of the item shall be deducted from the employee's final pay check.

Section 3 - Repair or Replacement

The City agrees to repair or replace shoes, prescription glasses, contact lenses or dentures which become damaged or lost through no fault of the employee while the employee is acting in the performance of his/her duties and provided that all safety procedures have been adhered to by the employee. Personal items such as jewelry, personal cell phones, sunglasses, etc., are not covered. Personal watches will be covered up to a maximum of \$50.00.

The employee is required to notify his/her supervisor of the loss or damage immediately, or as soon as possible during the same workday. A Damage, Loss or Theft report must be filled out and signed by the supervisor, and a receipt for the replacement or repair of the item must be attached.

Article 16 - Safety and Health

The City will make reasonable effort to provide and maintain for the safety and health of its employees during hours of employment. The City will comply with all applicable Federal, State and local laws regarding safety and working conditions. The safety standards to be applied are those contained in Federal OSHA 29 CFR 1910. Where unsafe and sub-standard conditions exist, the City will correct them to the best of its ability.

Article 17 - In-Service Training

Section 1 - Payment for Training

All full-time employees required by the City to attend any training and/or health and safety program paid for by the City shall be compensated at their regular rate of pay for the length of time they are required to attend such training or program.

Section 2 – Payment for Certification

Employees who are approved and/or obtain additional preferred by their classification description shall receive a payment of \$400.00 per certification. Bargaining unit members must obtain written approval in advance from their Department Director to ensure that any certification outlined in this section will qualify for certification pay. Advance approval shall also be sought prior to the start of the classes. All requests shall be submitted using the "Pre-Approval" form attached hereto.

Article 18 - Performance Evaluation

Section 1 - Annual Performance Evaluation

~~The Performance Evaluation Program presently in use by the City for Fiscal year 2021 shall not include the use of Section 1 – Job Related Traits on the form. As such, only section 2 – Development & Comments shall be completed.~~

Section 2 – Performance Evaluation Procedures

All bargaining unit employees will receive a written evaluation from their Department each year using the form provided in Appendix G of this Agreement. Employees will be evaluated on their performance and expected to meet only performance standards as defined in their position description. All such performance standards will be job-related.

A bargaining unit employee who does not meet performance standards in their overall rating will be denied merit increase. However, a bargaining unit employee who is not satisfactorily meeting their performance standards will be notified by his supervisor of the area(s) to be corrected prior to the receipt of their performance evaluation.

All bargaining unit employees, however, will be granted a pre-evaluation meeting on or around six (6) months into their respective evaluation period. At the pre-evaluation meeting, employees will receive one of the following notifications by their supervisor: not meeting the performance standards, satisfactorily meeting performance standards, or exceeding performance standards. Depending on the circumstances, the supervisor will detail the area(s) to be corrected prior to the receipt of their annual performance evaluation.

~~It is specifically understood that PMSA and the City that a revised performance evaluation program shall be collectively bargained for a successor agreement, with negotiations to commence January 2021.~~

Section 2 - Orientation Performance Evaluation

Probationary bargaining unit employees will be evaluated on a more frequent basis. For the Initial orientation period, employees will be periodically evaluated using the form provided in Appendix G during the six (6) month initial orientation period from date-of-hire. Promoted bargaining unit employees will be evaluated using the form provided in Appendix G during their six (6) month promotional orientation period.

Article 19 - Employee Discipline

Section 1 - Employee Discipline

(a) High standards of conduct are expected of employees in order to preserve the City's reputation and to insure an equitable, safe and productive work environment.

(b) Employee Discipline shall be for Just Cause.

(c) Employees shall be allowed the presence and representation of a PMSA Chief Delegate or Shop Delegate and a PMSA Staff Representative during: (1) any investigatory meeting which an employee reasonably believes may result in employee discipline; and (2) any meeting in which employee discipline is imposed.

If City specifically calls a meeting for the purpose of investigation or the imposition of discipline, the City shall apprise an employee of his/her rights under this Section prior to the start of the meeting.

(d) For purposes of this Agreement, employee discipline shall be limited to the following personnel actions: Oral or Documented Oral Counseling; Written Reprimand; Suspension Without Pay; Demotion or Termination from Employment.

(e) Employees may be disciplined both for off-duty misconduct and for off-duty misconduct on City premises or property if such misconduct is: (I) unlawful or improper; (II) would tend to adversely impact the employee's relationship to his/her job or co-workers; or (III) brings the City, the City's services, or the City's workforce into disrepute.

(f) No employee shall be disciplined for indebtedness. However, City shall take any action required by court order or applicable law in response to any employee's indebtedness.

(g) Generally, the City will follow a Corrective Discipline System (hereinafter referred to as the CDS) whereby less severe forms of discipline are issued prior to the imposition of more severe forms of discipline when an employee fails to correct his/her work-related performance and/or conduct after being given a reasonable opportunity to do so.

The CDS shall consist of the following steps:

Oral or Documented Oral Counseling

A Supervisor shall notify an employee regarding work-related performance and/or conduct issues and shall inform the employee of the Supervisor's specific expectations for improvement. Counseling shall not be considered employee discipline.

Written Reprimand

If the work-related performance and/or conduct issues continue, the Supervisor shall issue a Written Reprimand. The reprimand shall be documented by a written memorandum indicating the date on which the Written Reprimand was issued, the issue(s) that were addressed, and the Supervisor's expectations for improvement.

Suspension Without Pay

If the work-related performance and/or conduct issues continue, the Supervisor shall meet with his/her Department Director to discuss a Suspension Without Pay. Provided the Department Director is in agreement, a Suspension Without Pay shall be documented by a written memorandum indicating the date on which the suspension was issued, the issue(s) that were addressed, and the Department's expectations for improvement. The written memorandum shall also include the number of days for which the employee is being suspended without pay and the dates of such suspension.

Demotion or Termination

If the work-related performance and/or conduct issues continue, the Department Director shall contact the Human Resources Department and submit a written memorandum recommending that the City Manager either demote or terminate the employee from employment with the City.

A copy of the written memorandum shall also be given to the employee and the PMSA. Upon his/her receipt of the Department Director's recommendation, the employee shall be placed on Administrative Leave With Pay until the City's Manager's action on such recommendation.

An employee recommended for Demotion or Termination from employment shall be entitled to a meeting with the City Manager prior to the City Manager's action on the recommendation, provided that the employee requests such meeting in writing that is received by the City Manager's Office no later than three (3) work days after the employee's receipt of the Department Director's recommendation.

If the employee does not request a meeting with the City Manager within three (3) work days, the employee's right to a predetermination meeting shall be considered waived.

During his/her meeting with the City Manager, the employee (or any representative of the employee's choice) shall present whatever information the employee wishes to be considered by the City Manager before taking any action on the Department Director's recommendation.

The City Manager's decision regarding the Department Director's recommendation shall be final.

Section 2 - Grounds for Employee Discipline

Subject to the Grievance and Arbitration Procedures contained in Article 12 of this Agreement, the following shall be deemed Just Cause for employee discipline:

- (a) Being charged with a felony (with right of City to suspend employee without pay until the charge(s) has/have been resolved).
- (b) Violations of safety rules and practices.
- (c) Has violated any lawful and reasonable regulation or order, or failed to obey any lawful or reasonable direction made and given by a superior.
- (d) Violation of the City's Drug Policy as described in Article 16 of this Agreement.

(e) Has been unable to perform the essential functions of their job duties for physical or mental reasons.

(e)(f) Concerted curtailment or restriction of production or interference with work in or about the City's property, including, but not limited to, instigating, leading or participating in any walkout, strike, sit-down, slowdown or refusal to return to work at the scheduled time for the scheduled shift.

(f)(g) Has been guilty of acts which amount to insubordination or of disgraceful conduct.

~~(g)~~(h) Has been offensive in conduct or language toward the public, toward City officials or toward other employees.

~~(h)~~(i) Misappropriation, misuse or unauthorized use of City equipment, tools, funds, machines, etc.

~~(i)~~(j) Falsification or significant omissions of personal or City records verbally or in writing, including employment applications, accident records, work records, purchase orders, time sheets or any other report or record.

~~(j)~~(k) Incompetence, inefficiency or repeated neglect of assigned duties.

~~(k)~~(l) Has been incompetent, negligent or inefficient to such an extent that the employee's performance evaluations fall below a reasonable standard.

~~(l)~~(m) Has used, or threatened to use, or attempted to use political influence in securing promotion, leave of absence, transfer or change of class, pay, or character of work.

~~(m)~~(n) Has been habitually tardy or absent from duty.

~~(n)~~(o) Unauthorized absence from duty.

~~(o)~~(p) Violation of the State of Florida Ethics Law.

~~(p)~~(q) That the employee is antagonistic in his attitude toward supervisory or fellow employees, criticizing orders or rules issued and policies adopted by his superiors or so conducts himself as to interfere with the proper coordination of the employees of the City to the detriment of efficient public service.

~~(q)~~(r) Violating internal departmental rules and regulations that have been posted or which the employee has received a copy.

~~(r)~~(s) Vending, soliciting or collecting contributions for any purpose whatsoever at any time on City premises unless authorized by the Department Director or City Manager.

~~(s)~~(t) Making or publishing of false, vicious or malicious statements concerning any employee, supervisor, the City or its operation.

~~(t)~~(u) Suspension or revocation of valid driver's license required for job performance.

~~(u)~~(v) Operating any City vehicle or equipment without a valid Florida driver's license and/or certification or with wrong endorsements required by law for that vehicle.

~~(v)~~(w) Misuse of City property or neglect with respect to City property.

(x) Quitting work, wasting time, loitering, or leaving assigned work area during working hours without permission.

(y) Taking more than the allotted time for meals or break periods.

(z) Engaging in gambling, lottery, or any other game of chance at City work stations at any time.

(aa) Failing to report to a supervisor or department Director a request for information or receipt of a subpoena for a matter relating to City business.

(bb) Knowingly reporting for work with a serious communicable disease.

(cc) Discussing with members of the City Commission matters relating to an employee's employment status.

(dd) Unauthorized use, possession or display of firearms, explosives or weapons on City property.

(ee) Theft of or removal without proper authorization of any City property or property of any employee or other person.

(ff) Unauthorized absence from work for a consecutive period of three (3) days or three (3) assigned shifts. (i.e., abandonment of position).

(gg) Unauthorized absence by Emergency Support personnel during a declared emergency.

(hh) Sleeping or hiding during duty hours.

(ii) Failure to work special hours or special shifts, after being scheduled according to overtime, callback or on-call duty policies.

(jj) Knowingly making false statements during an administrative investigation or hearing, and/or refusing to cooperate.

(kk) Failing to report a personal injury or accident in which the employee was involved while on the job.

Section 3 - Exception regarding Serious Misconduct

Nothing contained in this Article shall be interpreted to preclude the City from issuing, and the City hereby expressly reserves the right to issue, appropriate employee

discipline up to, and including, termination from employment in response to a first occurrence of sufficiently egregious misconduct by an employee.

In the event of demotion or termination from employment under this Section, the PMSA shall be entitled to submit a grievance directly to Step 4 of the Grievance Procedure provided in Article 12 (Grievance and Arbitration Procedures) of this Agreement.

Section 4 - Miscellaneous Provisions regarding Employee Discipline

(a) Written Reprimands ~~and Suspensions Without Pay~~ shall not be used as the basis for taking the next step of employee discipline after ~~two~~^{three} (23) calendar years from the date of such discipline.

(b) In considering employee discipline at any step of the CDS, the City shall consider an employee's work record and length of service with the City, as well as the seriousness of the issues being disciplined.

Section 5 – Zero Tolerance regarding Workplace Violence

~~(a) Violent behavior or any kind of threats of violence are prohibited in all City workplaces, and such misconduct by City employees shall not be tolerated.~~

~~(b) Violence in the workplace may include, but is not limited to, the following prohibited behaviors directed at or by a City employee:~~

- ~~1) Direct threats or physical intimidation;~~
- ~~2) Intimidation or making others afraid or fearful through threatening behavior;~~
- ~~3) Stalking;~~
- ~~4) Possession of deadly weapons of any kind in interior and on exterior premises of the City, while engaged in employment activities for the City in other locations and at City-sponsored events. However, City employees are not prohibited from having a lawfully concealed firearm in the interior of their private vehicle on a City parking lot, provided the firearm is securely encased or otherwise not readily accessible for immediate use;~~
- ~~5) Assault of any form;~~
- ~~6) Physical restraint and/or confinement;~~
- ~~7) Dangerous or threatening horseplay;~~
- ~~8) Loud, disruptive or angry behavior or language that is clearly not part of the typical work environment;~~
- ~~9) Blatant or intentional disregard for the safety or well-being of others;~~
- ~~10) Commission of a violent felony or misdemeanor on the City's premises or property; and~~
- ~~11) Any other act that a reasonable person would perceive as constituting a threat of violence.~~

~~(c) The City shall thoroughly investigate any allegation of workplace violence or~~

~~any kinds of threats of violence that is brought to the attention of a Department Director, the Assistant City Manager, or the City Manager.~~

~~(d) — Violent behavior by an employee in a City workplace or any kind of threats of violence shall be deemed Just Cause on which to impose disciplinary action up to, and including, termination from employment. Employees engaged in any such misconduct may also be subject to criminal prosecution.~~

~~(e) — Retaliation against a person who makes a complaint regarding violent behavior or any kinds of threats of violence made to him/her is prohibited.~~

~~(f) — (I) — A Court Order for purposes of this paragraph (f) is meant to include any order that may be issued by a court of competent jurisdiction in matters involving domestic violence, stalking or harassment, among other types of protective orders, including, but limited to, Temporary Restraining Orders.~~

~~(II) — Any employee who is subject to a Court Order specifying and/or restricting his/her behavior shall notify the City's Human Resources Director in writing upon the issuance of any such Court Order.~~

~~(III) — Any employee who is under the protection of a Court Order shall notify the City's Human Resources Director in writing upon the issuance of any such Court Order.~~

Section 65 - Inability to Perform Essential Functions of Position

(a) When an employee becomes unable to perform the essential functions of his/her position, the City shall make every reasonable effort to identify another position within the bargaining unit which the employee is capable of performing.

(b) An employee who is unable to perform, either with or without reasonable accommodation, the essential functions of his/her position shall be administratively terminated and shall lose all seniority as provided in Article 9, Section 4(a) of this Agreement.

Article 20 - Hours of Work and Overtime

Section 1 - Hours of Work

The normal working hours per one (1) week work cycle for full-time Fair Labor Standards Act (FLSA) Non-Exempt employees shall be 40 hours, which shall exclude any time for meal periods. The hours of work scheduled per day shall be as required and set by the Department Director. All meal periods shall be non-compensated time except as otherwise approved by the Department Director. This Article applies only to FLSA Non-Exempt full-time employees.

Section 2 - Schedule Changes

It is recognized and understood that deviations from the foregoing normal schedules of work will be necessary and will unavoidably result from several causes, such as, but not limited to: rotation of shifts, vacation, leaves of absence, weekend and holiday duty, absenteeism, employee requests, temporary shortage of personnel, and emergencies. No such deviation shall be considered a violation of this Agreement.

Unless necessitated by a declared emergency, employees shall be given 14 calendar days' notice of any permanent change in their normal schedules of work.

City shall not make any temporary changes to a FLSA Non-Exempt employee's schedule solely for the purpose of eliminating overtime.

Section 3 - Payment of Overtime / Use of Compensatory Time

(a) The City agrees to pay FLSA Non-Exempt employees overtime at the rate of time- and-a-half (1-1/2) based on a seven (7) day, forty (40) hour work cycle. The work cycle shall coincide with the weekly pay periods which run from 12:00 midnight on Saturday through 11:59 p.m. on Friday.

(b) With the agreement of an employee, Compensatory Time may be given to FLSA Non-Exempt employees in lieu of the payment of overtime. The accumulation and use of Compensatory Time shall be in accordance with the FLSA. The accumulation of Compensatory Time shall be capped at eighty (80) hours.

(c) FLSA Non-Exempt employee requests to use Compensatory Time shall not be unreasonably denied, i.e., as long as the time off would not unduly disrupt the operations of any City Department.

(d) Accrued Compensatory Time shall be cashed out: (1) in advance of any change in an employee's hourly rate of pay; and (2) upon an employee's separation from service.

Section 4 - Rest Breaks

Rest breaks, where applicable, excluding unpaid meal periods, will be determined by the Department Director, taking into consideration the nature of the work performed, the place of the work and environmental conditions. Rest breaks shall be paid for at the employee's regular rate and shall not result in lengthening his/her regular day.

FLSA Non-Exempt employees shall receive two (2) 15-minute rest breaks during a work day, and an unpaid meal period of either 30 minutes or 60 minutes.

Section 5 - Emergency Recall

When emergencies require that FLSA Non-Exempt employees are recalled for duty during their off-duty time (not including work which causes an employee to extend his regular shift), they shall be compensated for actual time worked, but not less than two (2) hours at the overtime rate.

Section 6 - Computation of Overtime

Paid Holiday hours and paid Vacation/Annual Leave hours shall be considered as time worked for purposes of computing overtime for FLSA Non-Exempt employees. All other leave hours, whether paid or unpaid, shall not be considered as time worked for purposes of computing overtime.

Section 7 - On-Call Stand-by Pay

~~The PMSA and the City hereby agree that the Parties shall attempt to collectively bargain on call pay during successor negotiations (2021-2024).~~

(a) The City shall establish a stand-by rotation schedule, commencing October 1, 2021, for eligible employees referenced in subsection (f) below. The City will evaluate the frequency in which employees on stand-by status are required to report to work and, on or around March 31, 2022, determine whether the stand-by rotation schedule should continue. If it is determined by the City that rotational stand-by should continue, the same six (6) month evaluation period shall apply. If it is determined by the City that rotational stand-by shall end at March 31, 2022, stand-by status will nevertheless continue on an as-needed basis whenever an employee is explicitly assigned to stand-by status by the City.

(b) Employees in stand-by status will be provided with one hour of straight time pay for every 24-hour period they are assigned to stand-by status. Employees must be available and ready to report to work to receive stand-by pay. Employees must record their time worked in the same manner as used to report during regular reporting hours.

(c) An employee who is on stand-by status and is called in pursuant to Section 5 above shall receive both stand-by pay and emergency recall pay.

(d) An employee on stand-by must not consume alcohol or take medication/drugs which could impact their ability to respond or perform work.

(e) Should an employee take a call while on stand-by that requires the employee to report to work, it is expected that the employee will arrive at work within a reasonable time of being called out.

(f) Stand-by pay only applies to the position of Landscape Supervisor, unless the City determines that other positions shall also apply.

Article 21 - Insurance

Section 1 - Life Insurance

The City agrees to provide a natural death benefit life insurance of 100% of an employee's annual salary rounded to the nearest one thousand dollars (\$1,000.00) to full-time employees. Said insurance shall have a double death benefit in case of accidental death subject to the limitations of the policy.

Section 2 - Medical-Health Insurance

(a) Health

Effective January 1, 2021~~2~~ through December 31, 2022, the City shall provide all bargaining unit employees with three different health plan options. Attached as Appendix C, Table 1, is a chart containing the options and the premiums associated with each such option for the 2022 plan year. Effective January 1, 2023, the City shall continue to provide all bargaining unit employees with three different health plan options, but the premiums associated with each such option shall be based on a cost share percentage reflected in the third column in Appendix C, Table 2. Since the employer and employee combined monthly cost, as identified in the fourth column in Appendix C, Table 2, is based on projections made in June each year, such amounts will provided to the PMSA's Chief Delegate no later than July each year. Applying the cost share percentage in the third column to the combined monthly cost, the premiums will be calculated accordingly and distributed to the employees no later than November 2022. For each year thereafter, the City will use the same method to calculate premiums associated with each option and follow the same timing regarding notices.

(b) Dental

Effective January 1, 2021~~2~~ through December 31, 2022, the City shall provide all bargaining unit employees with dental insurance as outlined in Appendix D, Table 1. Effective January 1, 2023, the City shall continue to provide all bargaining unit employees with dental insurance, but the premiums associated with the benefit shall be based on a cost share percentage reflected in the third column in Appendix D, Table 2. Since the employer and employee combined monthly cost, as identified in the fourth column in Appendix D, Table 2, is based on projections made in June each year, such amounts will provided to the PMSA's Chief Delegate no later than July each year. Applying the cost share percentage in the third column to the combined monthly cost, the premiums will be calculated accordingly and distributed to the employees no later than November 2022. For each year thereafter, the City will use the same method to calculate premiums associated with each option and follow the same timing regarding notices.

(c) Vision

Effective January 1, 201~~2~~1, the City shall provide all bargaining unit employees with vision insurance as outlined in Appendix E, Table 1. Effective January 1, 2023, the City shall continue to provide all bargaining unit employees with vision insurance, but the premiums associated with the benefit shall be based on a cost share percentage reflected in the third column in Appendix E, Table 2. Since the employer and employee combined monthly cost, as identified in the fourth column in Appendix E, Table 2, is based on projections made in June each year, such amounts will provided to the PMSA's Chief

Delegate no later than July each year. Applying the cost share percentage in the third column to the combined monthly cost, the premiums will be calculated accordingly and distributed to the employees no later than November 2022. For each year thereafter, the City will use the same method to calculate premiums associated with each option and follow the same timing regarding notices.

(d) Retiree Health

Upon retirement, the City will pay the cost of the medical insurance premium for employees who were hired prior to October 1, 2002 and have worked full-time for the City for at least 10 years, equivalent to what all other employees receive, when a member begins receiving early retirement or full retirement immediately upon separation from the City. Employees hired after October 1, 2002 will receive a monthly stipend of \$12.50 for each year of service towards the cost of the individual coverage upon retirement. The cost of dependent coverage will be paid one hundred percent (100%) by the retiree.

This benefit continues until the member becomes eligible for Medicare, Medicaid, or TEFRA. This benefit is also given to any employee who has worked full-time for the City for at least ten (10) years and is collecting long-term disability payments from a City pension plan or through a City owned insurance policy but is not eligible to retire and collect retirement income. This benefit is stopped if said individual is no longer in a long-term disability status and is not yet eligible to retire and collect retirement income.

(d)(e) Insurance Opt-Out

Any employee wishing to opt out of the health insurance coverage provided by the City must provide the City with proof of health insurance coverage elsewhere. Employees with health insurance coverage elsewhere will be paid an amount equivalent to fifty percent (50%) of the City's monthly cost of individual health insurance coverage.

Section 3 - Long Term Disability

Long term disability insurance for all regular full-time employees will be purchased by the City. However, the City will continue to pay the same dollar amount toward the long term disability premium that the City was paying on September 30, 1996.

The benefits of the long term disability insurance are sixty percent (60%) of the employee's annual base salary paid until the employee reaches 65 years of age. The benefits of long term disability insurance begin after six (6) months of disability. To assure full benefits, a disability claim should be filed as soon as the disability begins or as soon as possible thereafter. The employee should not wait until the six (6) months is almost up before filing.

Article 22 - Leaves of Absence

Section 1 - General Provisions

All regular full-time employees shall be eligible to receive the following leave benefits as outlined. Those employees in a provisional emergency, part-time or temporary status shall be eligible only for those benefits required by federal and/or state law or contracts or those benefits approved by the City Manager.

Section 2 - Sick Leave

(a) Definition

Sick leave may be granted for the following purposes, subject to the approval of the Department Director:

- (1) Personal injury or illness not connected with work or exposure to a contagious disease which would endanger others.
- (2) Personal medical, dental and optical appointments.
- (3) Pregnancy and maternity leave.
- (4) Absence due to a serious illness, injury or operation requiring hospitalization or confinement at home under physician's direction of spouse or dependent members of the employee's household and members of the immediate family as defined. Granting of this particular leave shall be at the discretion of the Department Director with the approval of the City Manager and shall be strictly controlled. Upon request of the Department Director, the employee shall be required to furnish a physician's statement to the effect that the spouse or dependents need or needed the personal care and attention of the employee.

(b) Computation

- (1) Sick leave with pay shall be given at the rate of one (1) working day for each calendar month of completed service.
- (2) Sick leave may be accumulated to a maximum of 1500 hours.
- (3) The employee has two (2) choices as to how he uses his sick leave. They are as follows:

Choice 1 - Bank all unused sick leave each year until 1500 hours maximum is reached.

Choice 2 - Bank 48 hours unused sick leave each year and take cash payment for the balance.

Sick Leave Chart				
	Choice 1		Choice 2	
Earn (<u>Hours</u>)	Use (<u>Hours</u>)	Bank (<u>Hours</u>)	Bank (<u>Hours</u>)	Pay (<u>Hours</u>)
96	0	96	48	48
96	8	88	48	40
96	16	80	48	32
96	24	72	48	24

96	32	64	48	16
96	40	56	48	8
96	48	48	48	0
96	56	40	40	0
96	64	32	32	0
96	72	24	24	0
96	80	16	16	0
96	88	8	8	0
96	96	0	0	0

(c) Guidelines

(1) Payments for unused sick leave as set forth in the foregoing shall be on the first bi-weekly pay date in December.

(2) Upon separation in good standing from the City with 10 continuous years or more of regular, full-time service, retirement, early retirement or death, employees (or their beneficiaries, in case of death) may receive compensation at their regular pay rate for half of their full amount of accrued sick leave (up to 750 hours pay-out). Employees with less than ten years of employment will not be eligible for the pay- out of accrued sick leave, except if laid off. Laid off employees will be eligible for pay-out with or without ten years of service.

(3) Accumulated sick leave shall be credited once a month and sick leave shall not be paid in advance of being earned.

(4) Accumulated annual leave may be used as sick leave after all accumulated sick leave has been exhausted.

(d) Sick Leave Donation – the parties agree to discontinue any past practice that may have existed regarding a Sick Leave Pool and, in lieu thereof, to provide for employee-to- employee donations of both Sick and Annual Leave upon approval of the involved Department Director(s).

Section 3 - Annual Leave

(a) Definition

Annual leave may be granted for the following purposes subject to the approval of the Department Director.

(1) Vacation leave.

(2) Absence for transaction of personal business which cannot be conducted during off-duty hours.

(3) Religious holidays other than those designated by these rules as holidays.

(4) For uncovered portion of such leave, once such leave has been exhausted through illness.

(5) Any absences from work not covered by other types of leave established.

(b) Annual leave shall be accrued and taken on an annual basis in accordance with the following schedule:

<u>Years of Service</u>	<u>Maximum Accrual</u>
<u>less than 1 year</u>	
<u>after 1 year through 4 years</u>	<u>192</u>
<u>after 5 years through 9 years</u>	<u>224</u>
<u>after 10 years through 14 years</u>	<u>272</u>
<u>after 15 years</u>	<u>352</u>

<u>Years of Service</u>	<u>Leave Accumulated Annually Hours</u>	<u>Maximum Accrual</u>
<u>less than 1 year</u>	<u>8 hours per month</u>	
<u>after 1 year through 4 years</u>	<u>96 hours per year</u>	<u>192</u>
<u>after 5 years through 9 years</u>	<u>112 hours per year</u>	<u>224</u>
<u>after 10 years through 14 years</u>	<u>136 hours per year</u>	<u>272</u>
<u>after 15 years</u>	<u>176 hours per year</u>	<u>352</u>

(c) Annual leave shall be accumulated on a pro-rated monthly basis and can be taken as accrued subject to Department Director discretion. Monthly accumulations shall be made after the last day of the last full pay period in the month and before the last day of the subsequent pay period. Vacation usage shall be recorded at the end of the pay period during which it was used.

(d) Annual Leave shall not be approved for any employee who has not earned the requested number of days.

(e) Employees, or their designated beneficiary, shall receive full payment for all accrued leave at the employee's current pay rate upon separation from the City.

Section 4 - Holiday Leave

(a) The following 112 days shall be the days observed by all City employees as holidays and the one (1) personal leave day shall be taken at the employee's discretion with permission of the Department Director (once during each calendar year):

New Year's Day	Veteran's Day
Martin Luther King's Birthday	Thanksgiving
Presidents' Day	Day Following Thanksgiving
Memorial Day	Christmas

Juneteenth	Day Preceding or Following Christmas as Designated by City Manager
Independence Day	
Labor Day	Personal Day

(b) Holidays falling on a Saturday shall be observed the preceding Friday. Holidays falling on a Sunday shall be observed the following Monday.

(c) The Department Director may authorize one (1) day's loss of pay for any employee absent immediately prior to or after a holiday, where there is proof of sick leave abuse.

(d) If it becomes necessary for an employee to work on a holiday, the employee shall be given compensation in the form of one (1) extra day's pay or a rescheduled paid holiday at the discretion of the Department Director.

Section 5 - ~~Disability~~Workers' Compensation Leave

An employee who, through no negligence on his/her part, sustains an injury or incurs an illness which arises out of and in the course of employment by the City of Deerfield Beach and under the Workers' Compensation laws of the State of Florida and requires absence from work shall be eligible for ~~Occupational Disability~~Workers' Compensation Leave and compensation in accordance with *Florida Statutes* Chapter 440. Sick Leave accumulations shall be used in cases of negligence. All employees must report an on duty injury/illness, as well as their location, to their supervisor. An Employee Incident Report shall be submitted by the employee no later than 24 hours form when the injury/incident occurred.

An employee who is granted ~~Occupational Disability~~Workers' Compensation Leave shall receive compensation at the current statutory rate at the time of injury/illness. As per the statute, the first seven (7) consecutive calendar days of being in a non-work status due to the injury or illness are not compensated; however, an employee may use his/her sick leave, or annual leave if sick leave has been depleted, during this seven (7) day period. After 21 consecutive days of being in a non-work status, the first seven (7) days will be compensated as workers' compensation pay and the employee's leave ~~adjusted~~ reimbursed accordingly.

City's Director of Human Resources and Risk Management may approve or disapprove an employee's request for ~~Occupational Disability~~Workers' Compensation Leave payment after determining whether the injury or illness is compensable under *Florida Statutes* Chapter 440 and to insure no negligence or violation of safety rules and regulations contributed to the injury or illness. If a claim is denied, a copy of form DWC-12, Notice of Denial, will be filed with the Division of Workers' Compensation as required by *Florida Statutes* Chapter 440.20 and a copy sent to the Department Director, the employee, and the PMSA's Chief Delegate. In cases of negligence, an employee's ~~disability-workers'~~ compensation benefit shall be reduced by 25% as stipulated in *Florida Statutes* Chapter 440.09(5) which states "if injury is caused by the knowing refusal

of the employee to use a safety appliance or observe a safety rule required by statute or lawfully adopted by the division, and brought prior to the accident to the employee's knowledge, or if injury is caused by the knowing refusal of the employee to use a safety appliance provided by the employer, the compensation as provided in this chapter shall be reduced by 25%." An employee may supplement this reduction with accumulated sick leave and annual leave to equal the employee's regular, straight time salary. After sick leave and vacation leave have expired, the employee shall receive only State mandated [disability-workers' compensation](#) payments.

In addition to the statutory compensation rate at the time of the injury or illness, the City will contribute a supplement that will continue salary to equal one hundred percent (100%) of the employee's regular net earnings at the time of injury for a period of nine (9) months or until the employee reaches maximum medical improvement (MMI) as determined by the authorized medical physician, [whichever occurs first](#).

During this period, employees who have been injured on the job and unable to perform his/her regular job duties [may](#) be assigned light duties that are within the restrictions stipulated by the attending physician. Every reasonable accommodation will be made to modify an injured employee's current job duties. However, the nature of certain positions and the needs of the City may not always accommodate this. This light duty temporary work assignment may or may not be in the injured employee's regular assigned department. Risk Management shall monitor the employee's status in conjunction with the City's Managed Care State Board certified assigned case manager, the City Manager, the Department Director, and the Director of Human Resources and Risk Management. Upon reaching MMI or at the end of nine (9) months, whichever occurs first, should the employee be unable to return to his/her position at full duty, and no other position is available within the City, the employee shall be placed on pension (if eligible) or be terminated (or resign at the employee's discretion).

The duties and limitations of the disabled employee in order to receive [Occupational DisabilityWorkers' Compensation](#) Leave payments are as follows:

- 1) The employee notifies his/her supervisor immediately upon the onset of symptoms of an injury or illness;
- 2) The employee fully cooperates with the medical advice or corrective therapy of the medical representative as referred to in this Section;
- 3) The employee shall comply with the light-duty policy as described in this Section;
- 4) The employee shall report to an authorized medical representative of the City periodically as the City may require; and
- 5) [The employee shall actively seek pension benefits and other benefits, if eligible, upon reaching MMI or at the end of nine \(9\) months.](#)
- 5)6) [The employee fully cooperates with the Third Party Administrator \(TPA\) and the claim adjuster assigned by the TPA.](#)

Section 6 - Funeral Leave

The City shall grant funeral leave with pay not to exceed 40 hours per incident, with a maximum of two (2) incidents per calendar year to any employee who has rendered satisfactory service with the City. This leave shall be granted upon request in the event of a death in the employee's immediate family.

The employee's immediate family shall be defined as the employee's spouse, domestic partner (as defined in the Broward County Domestic Partnership Act attached in Appendix F) son, daughter, father, mother, foster parent, step parent, grandparents, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandchild or any relative living in the same household.

~~If requested, the~~ employee shall be required to provide the Department Director with proof of death in family as defined before compensation is approved. Funeral leave shall not be charged to annual leave or sick leave. Extensions of the above-stipulated time may be granted by the ~~City's Human Resources Department~~ Director ~~or by the City Manager~~. The employee's personal leave (vacation or sick) must be used for an approved extension.

Section 7 - Military Leave

~~In accordance with state law, Any~~ employee who presents official orders requiring attendance for a period of training ~~or other active duty who is a commissioned reserve officer or reserve enlisted personnel in as a member of~~ the United States ~~Armed Forces military or naval service or a member, the Florida National of the National Guard or the State of Florida Reserve may be~~ is entitled to military leave of absence with pay for a period not to exceed 240 hours annually. ~~Further, any employee is a servicemember in the National Guard or a reserve component of the Armed Forces of the United States shall be granted leave of absence to perform active military service, the first 30 days of any such leave of absence to be with full pay.~~ Extended periods of military leave shall be governed by state and/or federal law.

Section 8 - Civil Leave

An employee shall be given reasonable time off without loss of pay when subpoenaed or summoned for jury duty or to appear before a public body or commission in connection with the employee's job duties and for the purpose of voting in local, state and national elections.

If excused and/or released from such service, the employee shall report for his regular employment, provided, however, that at least three (3) hours remain during the regular workday. The employee may be required to provide proof of such civil leave before compensation is approved by the Department Director. Leave for court attendance when the employee is engaged in personal litigation shall be charged to annual leave.

Section 9 - Leaves of Absence Without Pay

(a) Family & Medical Leave Act (FMLA)

In compliance with the Family and Medical Leave Act of 1993, eligible employees are entitled to up to 12 workweeks of unpaid leave for certain family and medical reasons in a rolling 12-month period measured backward from the date an employee uses any leave under this section during a 12 month period. Eligible employees are those who have been employed by the City for one year and have worked for at least 1,250 hours immediately preceding the commencement of the leave requested. ~~The employee must not have used all available FMLA leave in the 12 months preceding the date on which the requested leave will begin.~~ A third party administrator (TPA) preforms many of the City's administrative duties associated with FMLA. Therefore, employees are required to cooperate with, and abide by the directives made by the TPA.

FMLA leave may be taken for any one or a combination of the following: to care for the employee's child after birth; the placement of a child with the employee for adoption or foster care; to care for the employee's spouse, son, daughter or parent who has a serious health condition; for the employee's own serious health condition which makes the employee unable to perform one or more of the essential functions of the employee's job; and/or for qualified exigencies for an employee's spouse, son, daughter or parent who is a member of the Armed Forces on active duty or who is called to active duty in support of a contingency operation, as that term is defined by statute. Leave may be taken for birth or placement of a child only within 12 months of that birth or placement.

An eligible husband and wife who are both employed by the City who wish to take leave for the birth of a son or daughter, for the placement of a child with them for adoption or foster care or to care for a parent with a serious health condition, are limited to combined total of 12 workweeks during any 12 month period. If the leave is requested because of a serious health condition of the employee's son or daughter, of the employee him/herself, or of the employee's spouse, each spouse is entitled to 12 workweeks of leave.

In addition to the basic FMLA leave entitlement discussed above, an eligible employee who is the spouse, son, daughter, parent or next of kin of a covered servicemember (a current member of the Armed Forces who is undergoing medical treatment, recuperation or therapy or is in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness), is entitled to take up to 26 workweeks of unpaid leave during a single 12 month period to care for the servicemember with the serious injury or illness.

An eligible husband and wife who both work for the City will be limited to a combined total of 26 workweeks for the above-referenced military caregiver leave during any 12 month period.

The City requires that the employee use his/her accrued paid leave time during FMLA leave in order as designated by employee. After all paid leave is exhausted, the City

will provide enough unpaid leave to total 12 weeks. This leave is not automatic. It must be applied for on the form provided by the Human Resources Department. A request for leave due to a serious health condition of the employee or the employee's spouse, son, daughter or parent must be supported by a medical certification on the form provided by the Human Resources Department [or TPA](#), which form must be completed by the health care provider of the employee's spouse, son, daughter or parent within 15 calendar days of the request. FMLA leave may be delayed or denied until the required certification is provided.

FMLA leave may be taken intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee or covered family member or the serious injury or illness of a covered servicemember. Leave in connection with birth, adoption or foster placement of a son or daughter may not be taken intermittently unless the Department Director and the Human Resources Director agree to such an arrangement. However, the employee may be required to transfer temporarily to an alternate position with equivalent pay and benefits that better accommodates periods of recurring leave than the employee's regular position. The City's agreement is not required for intermittent leave during which the mother has a serious health condition in connection with the birth of the child, or if the newborn child has a serious health condition.

During FMLA leave, the City will maintain the employee's health insurance under the same terms that the coverage would have been provided had the employee not taken the leave. If an employee's contribution is more than 30 days late, the City may terminate the employee's insurance coverage. Prior to such termination, the City will provide written notice to the employee that the payment was not received and that coverage will terminate on a specified date (at least 15 days after the date of the written notice unless payment is received by that date).

The City shall not, however, continue to pay life insurance or other non-health benefit premiums during the unpaid leave.

If an employee voluntarily fails to return from leave, the City shall recover from the employee the cost of health insurance premiums paid by the City for the employee during the leave.

As with other unpaid leave, the employee will not continue to accrue sick leave, vacation or any other benefit.

Upon return to work from Family & Medical Leave, the employee may return to his previous position or may, at the City's option, be placed in a position equivalent in pay, benefits and other terms and conditions of employment. The employee's restoration rights are the same as they would have been had the employee not been on leave. Thus, if the employee's position would have been eliminated or the employee would have been terminated but for the leave, the employee shall not have the right to be reinstated upon return from leave.

If the City has reason to doubt a certification, it may require (at its own expense) that the employee obtain a second opinion from another health care provider who is not employed by the City. In the event of a conflict between the two opinions, the City may require (at its own expense) a third, which shall be binding upon the City and the employee. The third doctor shall be jointly selected by the City and the employee.

The employee is required to provide the City with at least 30 days' advance notice of his/her intention to take FMLA leave when the leave is foreseeable. If this is medically not practicable, the employee must provide as much notice as is practicable.

Prior to returning to work, employees who took FMLA leave due to their own serious health condition may be asked to provide medical authorization for return to work. The Department Director may require employees on leave to report their medical status and anticipated date of return at specified intervals.

(b) Special Leave

The Department Director may authorize leave without pay to a regular full-time employee up to 30 days for reasons which do not affect the City operations. The City Manager may authorize special leave without pay beyond this time, but not exceeding three (3) months for any reason deemed to be in the best interest of the City, except a non-service injury or illness may be extended to one (1) year after accumulated sick leave and annual leave have expired if it does not create a hardship on the departmental work load.

No seniority or other benefits shall be lost because of leave of absences up to 30 days. For leaves of absence over 30 days, an employee cannot accumulate any benefits during that time, except in unusual cases as determined by the City Manager. An employee shall return from an extended special leave (over 30 days) to the same salary and grade previously held, although the anniversary date shall be adjusted accordingly.

(c) Unauthorized Absence from Duty

An absence of an employee from duty, including any absence for a single day that is not authorized by a specific grant of leave of absence under the provisions of these rules shall be deemed to be an absence without leave. Any such absence shall be without pay and may subject the employee to disciplinary action, including suspension, demotion or dismissal in appropriate cases.

The absence of any employee from duty for three successive work days or longer without notice to his Department Director or Supervisor of the reason for such absence and his intention to return, shall be considered in effect a voluntary resignation without notice.

Failure of an employee to report for work at the expiration of a leave of absence or vacation, or upon the physician's return to work release for full or light duty in cases of work related injuries, shall separate the employee from the City's service and shall be considered in effect a voluntary resignation without notice.

Article 23 - Longevity Pay

Section 1 - Longevity Pay prior to 09/30/2009

Full-time employees hired prior to September 30, 2009 were entitled to Longevity Pay according to the following schedule:

- After completion of 5 years' continuous service - 2% of annual salary.
- After completion of 10 years' continuous service - 4% of annual salary.
- After completion of 15 years' continuous service - 6% of annual salary.
- After completion of 20 years' continuous service - 8% of annual salary.
- After completion of 25 years' continuous service - 10% of annual salary (minimum of \$1,000).

Section 2 - Longevity Pay on and after 09/30/2009

(a) The Longevity Pay provided in Section 1 of this Article shall be deemed "frozen" as of September 30, 2009.

(b) Full-time employees not receiving Longevity Pay pursuant to Section 1 of this Article as of September 30, 2009 shall receive Longevity Pay only as provided in Section 3 of this Article.

(c) Full-time employees receiving Longevity Pay under Section 1 of this Article as of September 30, 2009, shall continue to receive the same Longevity Pay percentage they were receiving on September 30, 2009, until such time as the Longevity Pay to which they would be entitled under Section 3 of this Article exceeds their Longevity Pay under Section

1. In such event, the employee shall begin to receive

Longevity Pay under Section 3 effective with the beginning of the first bi-weekly payroll period after his/her entitlement to payment under Section 3.

(d) Longevity Pay shall be paid bi-weekly along with an employee's standard bi-weekly earnings.

Section 3 - Longevity Pay for Employees Hired on or after 09/30/2009

Full-time employees not receiving Longevity Pay under Section 1 of this Article as of September 30, 2009 and full-time employees hired on or after September 30, 2009 shall be entitled to Longevity Pay according to the following schedule:

- After completion of 10 years of service - \$1,200 annually
- After completion of 15 years of service - \$1,800 annually
- After completion of 20 years of service - \$2,400 annually
- After completion of 25 years of service - \$3,000 annually

Article 24 - Compensation

Section 1 - Cost of Living Adjustments

Effective October 1, 2021, all bargaining unit employees shall be ~~ineligible for a cost of receive a 4.0% cost~~ living adjustment ~~until the parties negotiate such an increase pursuant to a successor agreement.~~ to their respective base hourly rates. This pay increase will increase the minimum and maximum of each pay classification.

Effective October 1, 2022, all bargaining unit employees shall receive a cost of living adjustment ("COLA") to their respective base hourly rates in an amount equal to the Consumer Price Index for Miami-Fort Lauderdale-West Palm Beach (CPI-U), with a maximum percentage not to exceed 3%. This pay increase will increase the minimum and maximum of each pay classification. In the event the CPI-U exceeds 3% as of April 1, 2022, PMSA reserves the right to reopen the agreement for the limited purpose of discussing the amount of the COLA. Any request for reopening the agreement for this purpose must be made within 30 days of the CPI-U reporting for April 2022 and the related negotiations must conclude no later than August 1, 2022. The parties shall meet on a regular basis during the reopening period.

Effective October 1, 2023, all bargaining unit employees shall receive a cost of living adjustment ("COLA") to their respective base hourly rates in an amount equal to the Consumer Price Index for Miami-Fort Lauderdale-West Palm Beach (CPI-U), with a maximum percentage not to exceed 3%. This pay increase will increase the minimum and maximum of each pay classification. In the event the CPI-U exceeds 3% as of April 1, 2023, PMSA reserves the right to reopen the agreement for the limited purpose of discussing the amount of the COLA. Any request for reopening the agreement for this purpose must be made within 30 days of the CPI-U reporting for April 2023 and the related negotiations must conclude no later than August 1, 2023. The parties shall meet on a regular basis during the reopening period.

Section 2 - Merit Pay

Effective ~~each~~ October 1, ~~2020, through the duration of this Agreement,~~ all bargaining unit employees shall be ~~ineligible for merit pay of up to 3% based on performance, but not to exceed the maximum of their pay classifications. until the parties negotiate such an increase pursuant to a successor agreement.~~ The amount of merit-based pay will be based on the employee performance evaluation form in Appendix G, except that all bargaining unit employees shall receive a minimum of 1% for the first year of the Agreement as a ratification bonus.

Section 3 - Shift Differential

FLSA Non-Exempt full-time employees who are required to work on a shift where the majority of their regularly-scheduled hours are worked after 4:00 p.m. and before 8:00 a.m. shall be paid a shift differential of seventy-five cents (\$0.75) per hour for those hours

actually worked after 4:00 p.m. and before 8:00 a.m.

Section 4 – Orientation Adjustment

Probationary bargaining unit employees who successfully complete the initial orientation period, as set forth in Article 18, Section 2 herein, shall receive an adjustment of 5% .

Section 5: Emergency Pay

(a) This Emergency Pay will be granted to eligible employees in accordance with this section whenever an unforeseen or unanticipated event requiring prompt action is officially declared an emergency by the Mayor or City Manager (or their respective designees). This section will be applicable only when the following circumstances exist: an emergency is declared by the Mayor or City Manager (or their respective designees), the Emergency Operations Center is in Full Activation and City Hall is fully closed.

(b) Leave and Computation of Pay - Employees that work during a declared emergency must properly log all work hours on the form provided by the City. i.e. ICS214.

1) Full time (non-exempt) employees

a) During a declared emergency, non-exempt regular full-time employees will be paid for their regular work shift, even if they did not work. If employees are released early from their shift, employees will receive pay for the time worked and the balance of the scheduled workday paid by Emergency Pay.

b) Employees who work during the declared emergency on a scheduled workday will be paid overtime for the hours worked. In addition, such employees shall be credited with one (1) hour of Emergency Pay for each hour worked within their regularly scheduled workday.

c) Employees who work during the declared emergency when it is not their scheduled workday will be paid overtime for the hours worked.

d) Scheduled hours paid but not worked during the declared emergency will be included in the computation of overtime.

e) Employees who are voluntarily confined for safety or non-job-related reasons on City premises and are not performing any assigned duties will not be paid for the time spent on the premises.

2) Full time (exempt) employees

a) During the declared emergency, exempt employees will be paid for their regular work schedule, even if they did not work.

- b) Employees who work during the declared emergency on a scheduled workday will additionally earn hour for hour emergency compensatory time for time worked outside of their regular work schedule.
- c) Employees who work during the declared emergency when it is not their scheduled workday will earn Emergency Compensatory Time on an hour for hour basis for the hours actually worked.
- d) The provision of compensatory time is subject to a maximum annual cap of 80 hours.

(c) Employees scheduled for pre-approved leave (i.e., annual leave, personal day, approved FMLA, and pre-approved sick leave) will not have their leave bank charged for these approved absences during the declared emergency. Emergency Support employees who call in sick during the declared emergency will be subject to appropriate action as outlined below.

~~(a)~~(d) Employees are expected to report to work when assigned to do so by their supervisor. If an employee does not report as expected and has not attempted to contact his/her supervisor with a valid reason for not reporting, he/she will be subject to disciplinary action.

(e)

Article 25 - Education and Training

~~The PMSA and the City hereby agree that the Parties shall attempt to collectively bargain tuition reimbursement during successor negotiations (2021-2024).~~

All PMSA employees are eligible to receive educational reimbursement for undergraduate and graduate coursework according to the following criteria and schedule of benefits. The Tuition Reimbursement Program pertains to training and educational courses taken voluntarily by the employee. Course or training that the employee is required to attend by the City will not be funded through this program. This program is not meant to replace existing funding mechanisms for departmental certifications and trainings that are already being subsidized by the City.

Section 1: Budgetary Process

a) The list of projections will be used to assist in determining the budget allocation for the program but does not dictate the level of funding.

Section 2: Eligibility

a) All regular full-time employees who have completed a minimum of one year of continuous service are eligible to participate in the City's Tuition Reimbursement Program.

b) Employees currently receiving any tuition reimbursement from another funding source, such as scholarships, Veteran's Administration or Federal/State grants, are not eligible to receive education assistance from the City.

c) Reimbursements for educational expenses will be considered for courses completed at a college, university, community college, trade/vocational school, or professional institution that has been accredited by the Southern Association of Colleges and Schools, or another national or regional accrediting agency recognized by the U.S. Secretary of Education, as listed at <http://ope.ed.gov/accreditation>. By completing the required form and participating in this program, the employee is affirming that he/she is not receiving any other benefit from an outside source.

d) The course of instruction or degree sought must be one that, in the judgment of the Department Director and the Department of Human Resources, directly relates to the employee's current position, a similar City position, or to a higher level position within the City to which the employee could reasonably aspire through promotion, subject to limitations in Section 2(f).

e) Employees may request approval for undergraduate or graduate level tuition reimbursement courses, not to exceed 2 classes per semester, up to 3 credit hours per class (four hours for courses with a laboratory, for a maximum of five (5) classes per fiscal year). Doctorate programs are not included in this program and are therefore not reimbursable. The amount of reimbursement will be based on the employee's grade in each course, as provided in section 6 of this article.

f) Courses that are not directly related to an employee's current position but are a requirement of a degree program may be eligible for reimbursement if the degree being sought relates to employment with the City as defined in section 2(d).

g) Employees must be in good standing to be eligible. For purposes of this Article, good standing shall be defined as an employee who has not received any formal discipline, a performance improvement plan or an unsatisfactory performance evaluation within the last 6 months.

h) Termination of employment, for any reason, prior to completion of course(s) will make the employee ineligible for tuition reimbursement.

i) If an employee terminates from the City within two years from the completion of course(s), the City will deduct from the employee's final paycheck the full tuition assistance amount received within the final two years of employment. In the event that the employee's final paycheck is less than the amount reimbursed and employee fails to reimburse the City within 30 days, the City shall pursue such means as may be necessary to recover the full amount. In the event the services of an attorney are required to collect the unrecovered amount, such attorney fees and court costs shall be added to the reimbursement owed to the City.

Section 3: Reimbursement Amount

a. An employee enrolling in an approved degree program shall be eligible for reimbursement at the rate per course not to exceed the rate established by the Florida Atlantic University for a Bachelor's degree program or Broward Community College for an Associate's degree program at the time of the employee's course enrollment. This reimbursement amount shall apply regardless of the employee's election to attend a private education institution.

b. The reimbursement schedule for undergraduate coursework will be based on grades received by the employee as follows:

100% for a grade of "A"

90% for a grade of "B"

75% for a grade of "C"

The City will not provide any amount of tuition reimbursement if the employee earns a grade of "D," "F" or receives an "Incomplete" mark. Pass/Fail courses within a degree program are not eligible for reimbursement.

Master's Degree program will only be reimbursed for an "A" grade.

c. The City will provide reimbursement up to a maximum of \$5,250.00 per tax (calendar) year based on current federal taxation requirements and limits, or as may be modified in future years. Reimbursements to an employee in excess of IRS limits creates tax liability for the employee.

d. Employees are eligible for a maximum of one degree at each level (Associates, Bachelors, Masters)

e. Books and required laboratory fees are eligible for reimbursement but shall be limited to \$250 per semester and are subject to the employee earning a grade of A, B or C in the course. All other expenses, including but not limited to, those for parking, supplies or nonlaboratory fees, are the employee's responsibility and are not eligible for reimbursement.

Section 4: Reimbursement Process

a. After completion of classes, the employee shall send a completed copy of the Tuition Reimbursement Certification form, including required documents to the Department of Human Resources within thirty (30) days. The Tuition Reimbursement Certification form is attached hereto and incorporated herein. The employee shall also disclose and provide documents showing all financial aid (including, but not limited to, scholarships, grants, stipends, waivers, discounts, fellowships, military and veterans' benefits) and other non-refundable financial aid received by the employee used to pay

tuition and other costs. The combined total of the employee's financial aid and the City's reimbursement to the employee shall not exceed 100% of the tuition and eligible costs and fees. The reimbursement may be reduced to satisfy this rule.

Administrative operation procedures pertaining to the Tuition Reimbursement Program may be amended by the City Manager from time to time as appropriate.

This program is an additional benefit for employees to further their education, but it should not be construed as an inducement or requirement that employees must seek additional education. No additional benefit, promotion, salary increase, or other consideration is offered nor should be construed to be offered, unless specifically given in writing to the employee by the City Manager.

Article 26 - Entire Agreement

Section 1 - Entire Agreement

The Parties acknowledge that during negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the Parties are set forth in this Agreement.

Section 2 - Waiver of Bargaining

The Parties, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Article 27 - Savings Clause

Section 1 - Savings Clause

If any Article or Section of this Agreement should be found unlawful, invalidated or unenforceable by a court of competent jurisdiction or by State Statute or by Federal Statute, all other Articles and Sections of this Agreement shall remain in full force and effect for the duration of this Agreement.

Section 2 - Replacement Provision

In the event of such finding, the Parties, upon the written request of the PMSA, will meet within 30 calendar days to collectively bargain under Florida Statutes Chapter 447 to fashion a replacement provision.

Article 28 - Pension Benefits

Section 1 - Pension Benefits

The City provides pension benefits for full-time employees as set forth in City Ordinance 54-331 and 54-332 (also referred to as the ICMA Plan). The ICMA Plan is a defined contribution IRS 401(a) plan to which an employee shall contribute 4% of base earnings and the City shall contribute 8% of an employee's base earnings. Normal retirement is at 62 years of age; early retirement is at 55 years of age. Employee vesting is at 20% per year (with vesting at 100% after five [5] continuous years of City service).

Article 29- Labor Management Committee

- a) There is established a Labor Management Committee (LMC) for the purpose of fostering improved communication between the City of Deerfield Beach and the Union. The Union may appoint up to five (5) committee members or representative of the bargaining unit; however, only three (3) members may be bargaining unit employees.
- b) Responsibility for chairing the meeting and taking minutes shall be the responsibility of the Union.
- c) The committee shall be made up of up to five (5) members from the City of Deerfield Beach and five (5) members from the Union. Time spent at the meetings shall be counted as time worked.
- d) Meetings shall be held on an as needed basis upon mutually agreement. The union shall provide agenda items at least seven (7) days in advance of the meeting. The agenda shall include a brief description of each item to be discussed.
- e) Each topic will be discussed fully before proceeding to another topic. Topics requiring further study may be tabled and will be placed on the following agenda for action.
- f) The Labor Management Committee shall not have the power to alter or amend the provisions of this Agreement.

Article 30 - Duration

Section 1 - Effective Dates of Agreement

This Agreement shall be effective as of October 1, 2021¹⁰ and shall continue in full force and effect through September 30, 2024¹⁴.

Signature Page follows as Page 45^{XX} of 45^{XX} Pages

| **IN WITNESS WHEREOF**, the Parties hereto have caused the signatures of their representatives to be affixed hereto this _____ day of _____, 2021¹⁰.

For:

The Professional Managers and Supervisors Association [the PMSA or the Association]

Timothy Strowbridge
Staff Representative / Chief Negotiator

Vice President / Staff Representative

For:

The City of Deerfield Beach, Florida [City]

Amanda Robin
Director of Human Resources
and Risk Management
City of Deerfield Beach

David Santucci
City Manager
City of Deerfield Beach

The Honorable Bill Ganz Mayor
City of Deerfield Beach

Reviewed for Legal Sufficiency:

Anthony Soroka, Esq.
City Attorney
City of Deerfield Beach

Appendix A
Bargaining Unit Classifications

Class Title	Grade	Hourly Minimum	Hourly Maximum
ADMINISTRATIVE SUPPORT SPECIALIST	N10	<u>\$19.2865</u> -	<u>29.8939</u>
AQUATICS MANAGER	E15	<u>\$26.0538</u>	<u>40.3835</u>
ASSISTANT FLEET MANAGER	E16	<u>\$27.4087</u>	<u>43.8539</u>
ASSISTANT P & R MANAGER	N08	<u>\$17.1003</u>	<u>26.5052</u>
CADD ENGINEERING TECHNICIAN	N13	<u>\$23.1005</u> -	<u>35.8060</u>
CASE MANAGER	N12	<u>\$21.7520</u> -	<u>33.7156</u>
COUNSELOR	N11	<u>\$20.4821</u> -	<u>31.7472</u>
ENTERPRISE NETWORK MANAGER	E19	<u>\$31.9107</u>	<u>51.0573</u>
FACILITIES MANAGER	E18	<u>\$30.3331</u> -	<u>48.5335</u>
FLEET MANAGER	E18	<u>\$30.3331</u> -	<u>48.5335</u>
HEALTH SUPPORT MANAGER	E15	<u>\$26.0538</u> -	<u>40.3835</u>
INFRASTRUCTURE MAINTENANCE SUPERVISOR	E15	<u>\$26.0538</u> <u>25.0517</u>	<u>40.3835</u> <u>38.8303</u>
LANDSCAPE ARCHITECT	E18	<u>\$30.3331</u>	<u>48.5335</u>
LANDSCAPE SUPERVISOR	N14	<u>\$24.5327</u>	<u>38.0257</u>
OFFICE SUPERVISOR	N10	<u>\$19.2865</u>	<u>29.8939</u>
PARKS & RECREATION MANAGER I	N11	<u>\$20.4821</u>	<u>31.7472</u>
PARKS & RECREATION MANAGER II	E15	<u>\$26.0538</u>	<u>40.3835</u>
PLANNER	E16	<u>\$27.4087</u>	<u>43.8539</u>
PRESCHOOL MANAGER	E15	<u>\$26.0538</u>	<u>40.3835</u>
RECREATION COORDINATOR	N11	<u>\$20.4821</u>	<u>31.7472</u>
SOLID WASTE SUPERVISOR	E15	<u>\$26.0538</u>	<u>40.3835</u>
TRANSPORTATION MANAGER	E15	<u>\$26.0538</u>	<u>40.3835</u>
WASTEWATER COLLECTION SUPERINTENDENT	E19	<u>\$31.9107</u> <u>30.6834</u>	<u>51.0573</u> <u>49.0936</u>
WATER DISTRIBUTION SUPERINTENDENT	E19	<u>\$31.9107</u>	<u>51.0573</u>

Appendix B

City of Deerfield Beach PMSA Grievance Form

(Please write legibly, except where Print or Signature is Required)

Grievant/Employee's Full Name:	Department and Division:	Job Classification:
Date of occurrence giving rise to Grievance:		
Article & Section of PMSA Agreement, or Applicable Employment Law, allegedly violated:		
Explanation of Grievance:		
Remedy being sought:		
Signature of Grievant:		
Name of Greivant, if applicable:	Signature of Delegate, if applicable:	
<i>Grievant is responsible for documenting/providing the timely receipt of a written grievance at each of the Steps contained in the Grievance Procedure provided in Article 12, Section 4 of the PMSA Agreement.</i>		

Step 1 Processing - Submission

Name of Immediate Supervisor:	
Date & Time delivered to, & received by, Immediate Supervisor or Designee:	
Signature of Immediate Supervisor (or designee):	
Signature of Grievant:	Signature of Delegate if applicable:
<i>The appropriate City representative shall be responsible for documenting/providing the timely delivery of a written answer to both the Grievant and PMSA at each of the Steps contained in the Grievance Procedure provided in Article 12, Section 4 of the PMSA Agreement.</i>	

Step 1 Processing - Response

Step 1 Grievance Answer by Immediate Supervisor:	
Date & Time delivered to, & received by, Grievant and PMSA:	
Signature of Immediate Supervisor:	
Signature of Grievant:	Signature of Delegate if applicable:

Step 2 Processing - Submission

Name of City's Director of Human Resources and Risk Management:	
Date & Time submitted to, & received by City's Director of Human Resources and Risk Management (or designee):	
Signature of City's Director of Human Resources and Risk Management (or designee):	
Signature of Grievant:	Signature of Delegate if applicable:

Step 2 Processing - Response

Step 2 Grievance Answer by City's Director of Human Resources and Risk Management :	
Date & Time delivered to, & received by, Grievant and PMSA:	
Signature of City's Director of Human Resources and Risk Management:	
Signature of Grievant:	Signature of Delegate, if applicable:

Step 3 Processing - Submission

Name of City Manager:	
Date & Time submitted to, & received by, City Manager (or designee):	
Signature of City Manager (or designee):	
Signature of Grievant:	Signature of Delegate, if applicable:

Step 3 Processing - Response

Step 3 Grievance Answer by City Manager:	
Date & Time delivered to, & received by, Grievant and PMSA:	
Signature of City Manager:	
Signature of Grievant:	Signature of Delegate, if applicable:

Step 4 Processing – Submission

If a grievance is not resolved at Step 3, PMSA (and only PMSA) may file a written request for arbitration with the Federal Mediation and Conciliation Service [FMCS] within (15) work days of Grievant's receipt of the City Manager's written answer at Step 3.

Appendix C
Medical Insurance

Effective January 1, 2022 – December 31, 2022 (Table 1)

Plan Name	Tier of Coverage	Cost Share	Employer + Employee Combined Monthly Cost Effective 1/1/21	Employee Per Pay Contributions Effective 1/1/21	Employer + Employee Combined Monthly Cost Effective 1/1/22	Employee Per Pay Contributions Effective 1/1/22	Employee Per Pay Contribution Difference
Platinum	Employee Only	85/15	\$1,058.23	\$69.12	\$1,164.05	\$80.59	\$11.47
	Employee + Spouse	75/25	\$2,222.28	\$241.90	\$2,444.51	\$282.06	\$40.16
	Employee + Child(ren)	75/25	\$2,010.65	\$218.87	\$2,211.72	\$255.20	\$36.33
	Employee + Family	75/25	\$3,386.35	\$368.62	\$3,724.99	\$429.81	\$61.19
Gold	Employee Only	90/10	\$774.29	\$35.74	\$774.29	\$35.74	\$0.00
	Employee + Spouse	80/20	\$1,626.01	\$150.09	\$1,626.01	\$150.09	\$0.00
	Employee + Child(ren)	80/20	\$1,471.15	\$135.80	\$1,471.15	\$135.80	\$0.00
	Employee + Family	80/20	\$2,477.74	\$228.71	\$2,477.74	\$228.71	\$0.00
Silver	Employee Only	95/5	\$611.83	\$14.12	\$611.83	\$14.12	\$0.00
	Employee + Spouse	80/20	\$1,293.57	\$119.40	\$1,293.57	\$119.40	\$0.00
	Employee + Child(ren)	80/20	\$1,169.62	\$107.96	\$1,169.62	\$107.96	\$0.00
	Employee + Family	80/20	\$1,975.33	\$182.34	\$1,975.33	\$182.34	\$0.00

Effective January 1, 2023 – December 31, 2023 (Table 2)

Plan Name	Tier of Coverage	Cost Share percentage City / Employee	Employer + Employee Combined Monthly Cost	Employee Per Pay Contributions	Employee Per Pay Contribution Difference
Platinum	Employee Only	85% / 15%	TBD (provided by November 2022)	TBD (provided by November 2022)	TBD (provided by November 2022)
	Employee + Spouse	75% / 25%	TBD (provided by November 2022)	TBD (provided by November 2022)	TBD (provided by November 2022)
	Employee + Child(ren)	75% / 25%	TBD (provided by November 2022)	TBD (provided by November 2022)	TBD (provided by November 2022)
	Employee + Family	75% / 25%	TBD (provided by November 2022)	TBD (provided by November 2022)	TBD (provided by November 2022)
Gold	Employee Only	90% / 10%	TBD (provided by November 2022)	TBD (provided by November 2022)	TBD (provided by November 2022)
	Employee + Spouse	80% / 20%	TBD (provided by November 2022)	TBD (provided by November 2022)	TBD (provided by November 2022)
	Employee + Child(ren)	80% / 20%	TBD (provided by November 2022)	TBD (provided by November 2022)	TBD (provided by November 2022)
	Employee + Family	80% / 20%	TBD (provided by November 2022)	TBD (provided by November 2022)	TBD (provided by November 2022)
Silver	Employee Only	95% / 5%	TBD (provided by November 2022)	TBD (provided by November 2022)	TBD (provided by November 2022)
	Employee + Spouse	80% / 20%	TBD (provided by November 2022)	TBD (provided by November 2022)	TBD (provided by November 2022)
	Employee + Child(ren)	80% / 20%	TBD (provided by November 2022)	TBD (provided by November 2022)	TBD (provided by November 2022)
	Employee + Family	80% / 20%	TBD (provided by November 2022)	TBD (provided by November 2022)	TBD (provided by November 2022)

Effective January 1, 2024 – December 31, 2024 (Table 3)

Plan Name	Tier of Coverage	Cost Share percentage City / Employee	Employer + Employee Combined Monthly Cost	Employee Per Pay Contributions	Employee Per Pay Contribution Difference
Platinum	Employee Only	85% / 15%	TBD (provided by November 2023)	TBD (provided by November 2023)	TBD (provided by November 2023)
	Employee + Spouse	75% / 25%	TBD (provided by November 2023)	TBD (provided by November 2023)	TBD (provided by November 2023)
	Employee + Child(ren)	75% / 25%	TBD (provided by November 2023)	TBD (provided by November 2023)	TBD (provided by November 2023)
	Employee + Family	75% / 25%	TBD (provided by November 2023)	TBD (provided by November 2023)	TBD (provided by November 2023)
Gold	Employee Only	90% / 10%	TBD (provided by November 2023)	TBD (provided by November 2023)	TBD (provided by November 2023)
	Employee + Spouse	80% / 20%	TBD (provided by November 2023)	TBD (provided by November 2023)	TBD (provided by November 2023)
	Employee + Child(ren)	80% / 20%	TBD (provided by November 2023)	TBD (provided by November 2023)	TBD (provided by November 2023)
	Employee + Family	80% / 20%	TBD (provided by November 2023)	TBD (provided by November 2023)	TBD (provided by November 2023)
Silver	Employee Only	95% / 5%	TBD (provided by November 2023)	TBD (provided by November 2023)	TBD (provided by November 2023)
	Employee + Spouse	80% / 20%	TBD (provided by November 2023)	TBD (provided by November 2023)	TBD (provided by November 2023)
	Employee + Child(ren)	80% / 20%	TBD (provided by November 2023)	TBD (provided by November 2023)	TBD (provided by November 2023)
	Employee + Family	80% / 20%	TBD (provided by November 2023)	TBD (provided by November 2023)	TBD (provided by November 2023)

Appendix D
Dental Insurance

Effective January 1, 2022 – December 31, 2022 (Table 1)

Plan Name	Tier of Coverage	Cost Share	Employer + Employee Combined Monthly Cost Effective 1/1/21	Employee Per Pay Contributions Effective 1/1/21	Employer + Employee Combined Monthly Cost Effective 1/1/22	Employee Per Pay Contributions Effective 1/1/22	Employee Per Pay Contribution Difference
Dental PPO	Employee Only	90/10	\$37.20	\$1.72	\$37.20	\$1.72	\$0.00
	Employee + Spouse	50/50	\$74.40	\$18.89	\$74.40	\$17.17	-\$1.72
	Employee + Child(ren)	50/50	\$81.60	\$22.21	\$81.60	\$18.83	-\$3.38
	Employee + Family	50/50	\$86.32	\$24.39	\$86.32	\$19.92	-\$4.47

Effective January 1, 2023- December 31, 2023 (Table 2)

Plan Name	Tier of Coverage	Cost Share Percentage City / Employee	Employer + Employee Combined Monthly Cost	Employee Per Pay Contributions
Dental PPO	Employee Only	90% /10%	TBD (provided by November 2022)	TBD (provided by November 2022)
	Employee + Spouse	50% / 50%	TBD (provided by November 2022)	TBD (provided by November 2022)
	Employee + Child(ren)	50% / 50%	TBD (provided by November 2022)	TBD (provided by November 2022)
	Employee + Family	50% / 50%	TBD (provided by November 2022)	TBD (provided by November 2022)

Effective January 1, 2024 – December 31, 2024 (Table 3)

Plan Name	Tier of Coverage	Cost Share Percentage City / Employee	Employer + Employee Combined Monthly Cost	Employee Per Pay Contributions
Dental PPO	Employee Only	90% / 10%	TBD (provided by November 2023)	TBD (provided by November 2023)
	Employee + Spouse	50% / 50%	TBD (provided by November 2023)	TBD (provided by November 2023)
	Employee + Child(ren)	50% / 50%	TBD (provided by November 2023)	TBD (provided by November 2023)
	Employee + Family	50% / 50%	TBD (provided by November 2023)	TBD (provided by November 2023)

Appendix E
Vision Insurance

Effective January 1, 2022 – December 31, 2022 (TABLE 1)

Plan Name	Tier of Coverage	Cost Share	Employer + Employee Combined Monthly Cost Effective 1/1/21	Employee Per Pay Contributions Effective 1/1/21	Employer + Employee Combined Monthly Cost Effective 1/1/22	Employee Per Pay Contributions Effective 1/1/22	Employee Per Pay Contribution Difference
Vision	Employee Only	90/10	\$4.35	\$1.00	\$4.35	\$0.20	-\$0.80
	Employee + Spouse	50/50	\$9.36	\$2.59	\$9.36	\$2.16	-\$0.43
	Employee + Child(ren)	50/50	\$10.20	\$2.83	\$10.20	\$2.35	-\$0.48
	Employee + Family	50/50	\$15.16	\$4.20	\$15.16	\$3.50	-\$0.70

Effective January 1, 2023 (TABLE 2)

Plan Name	Tier of Coverage	Cost Share Percentage City / Employee	Employer + Employee Combined Monthly Cost	Employee Per Pay Contributions
Vision	Employee Only	90% / 10%	TBD (provided by November 2022)	TBD (provided by November 2022)
	Employee + Spouse	50% / 50%	TBD (provided by November 2022)	TBD (provided by November 2022)
	Employee + Child(ren)	50% / 50%	TBD (provided by November 2022)	TBD (provided by November 2022)
	Employee + Family	50% / 50%	TBD (provided by November 2022)	TBD (provided by November 2022)

Effective January 1, 2024 TABLE 3)

Plan Name	Tier of Coverage	Cost Share Percentage City / Employee	Employer + Employee Combined Monthly Cost	Employee Per Pay Contributions
Vision	Employee Only	90% /10%	TBD (provided by November 2023)	TBD (provided by November 2023)
	Employee + Spouse	50% / 50%	TBD (provided by November 2023)	TBD (provided by November 2023)
	Employee + Child(ren)	50% / 50%	TBD (provided by November 2023)	TBD (provided by November 2023)
	Employee + Family	50% / 50%	TBD (provided by November 2023)	TBD (provided by November 2023)

Appendix F

Broward County Domestic Partnership Act

ARTICLE VIII. - DOMESTIC PARTNERSHIP ACT^[3]

Footnotes:

--- (3) ---

Editor's note— Ord. No. 2002-20, § 53, adopted May 28, 2002, renumbered from Art. VI as Art. VIII.

Sec. 16½-150. - Title.

Article VI of this chapter may be cited as the "Broward County Domestic Partnership Act of 1999."

(Ord. No. 1999-03, § 1, 1-26-99)

Sec. 16½-151. - Findings; construction.

- (a) The Broward County Board of County Commissioners finds that there are many individuals who establish and maintain a significant personal, emotional, and economic relationship with another individual. Individuals forming such domestic partnerships often live in a committed family relationship. Domestic partners are often denied public and private sector benefits because there is no established system for such relationships to be registered and/or recognized. In addition, because of the status of their relationship, domestic partners in many cases are not extended certain employment benefits that are otherwise made available to other employees.
- (b) The Broward County Board of County Commissioners finds that employment benefits form an essential portion of the compensation provided to employees. In fact, the U.S. Census Bureau has estimated that over 30 percent of all compensation paid to employees is provided in the form of benefits. The importance of benefits to employees has been underscored by a 1994 Employee Benefit Research which survey found that 67 percent of employees would prefer to return a portion of their cash salary rather than any portion of their benefit program.
- (c) The Broward County Board of County Commissioners acknowledges that in 1994 over 3 million Americans identified themselves as living in a domestic partnership. As a result, employers have begun to provide domestic partner benefits in greater numbers.
- (d) The Broward County Board of County Commissioners finds that the provision of domestic partner benefits promotes employee recruitment, employee retention, and employee loyalty. Furthermore, the provision of such benefits promotes fairness and serves to address the discriminatory effect of practices which deny such benefits solely upon the basis of an employee's familial or marital status.
- (e) The provisions of this act shall be liberally construed to promote the public safety, health, and general welfare of the residents of Broward County and to further the general policies and purposes stated in this act. However, this act shall not be construed to supersede any federal, or state, or county laws or regulations, nor shall this act be interpreted in a manner as to bring it into conflict with federal, or state, or county laws. The rules developed to implement the provisions of this act shall be liberally construed to accomplish the policies and purposes stated in this act.

(Ord. No. 1999-03, § 2, 1-26-99; Ord. No. 1999-18, § 1, 4-27-99)

Sec. 16½-152. - Definitions.

For purposes of this Act:

- (a) *Business* means any corporation, partnership, sole proprietorship, firm, joint stock company, joint venture, or other private legal entity, except governmental entities, not-for-profit corporations, or charitable organizations.
- (b) *Competitive solicitation* means any bid, request for proposal, request for letters of interest, or any other method of procurement utilized by Broward County.

- (c) *Contract* means all types of binding agreements between Broward County and a Contractor for goods or services valued at over \$100,000.
- (d) *Contractor* means any business that has five (5) or more employees and is awarded one or more contracts by Broward County.
- (e) *County employee* means active or retired employees of Broward County, Florida, who are eligible for benefits pursuant to federal, state, or county laws, county administrative rules, or collective bargaining agreements.
- (f) *Declaration of Domestic Partnership* means a sworn form under penalty of perjury, which certifies that said individuals meet the requirements of a domestic partnership relationship as described in section 16½-153.
- (g) *Domestic Partners* means only two adults who are parties to a valid domestic partnership relationship and who meet the requisites for a valid domestic partnership relationship as established pursuant to section 16½-153.
- (h) *Dependent* means a person who resides within the household of a domestic partner and is:
 - (1) A biological, adopted, or foster child of a domestic partner;
 - (2) A dependent of a domestic partner as defined by Internal Revenue Service (IRS) regulations; or
 - (3) A ward of a domestic partner as determined in a guardianship or other legal proceeding.
- (i) *Dependent of domestic partner or dependent of employee*, as used with regard to domestic partnership benefits, pursuant to section 16½-156, means a person who is eligible for coverage under the County's insurance plans.
- (j) *Jointly Responsible* means each domestic partner mutually agrees to provide for the other partner's basic food and shelter living expenses while the domestic partnership relationship is in effect, except that partners need not contribute equally or jointly to said basic food and shelter.

(Ord. No. 1999-03, § 3, 1-26-99; Ord. No. 1999-18, § 2, 4-27-99; Ord. No. 2011-26, § 1, 11-8-11; Ord. No. [2015-42](#), § 1, 10-13-15)

Sec. 16½-153. - Registration of a domestic partnership relationship.

- (a) A valid domestic partnership relationship may be registered by two persons, who are domiciled in Broward County or are, otherwise, subject to the provisions of this article, by filing a declaration of domestic partnership with the Broward County Records, Taxes, and Treasury Division, which declaration shall comply with all requirements for establishing such domestic partnership. Upon payment of any required fees, the county clerk shall file the declaration of domestic partnership and issue a certificate reflecting the registration of the domestic partnership relationship in Broward County.
- (b) A declaration of domestic partnership shall contain the name and address of each domestic partner and the signature of each partner, and each partner shall swear or affirm under penalty of perjury that:
 - (1) Each person is at least eighteen (18) years old and competent to contract;
 - (2) Neither person is in a marriage recognized by the state of Florida nor a partner to another domestic partnership relationship;
 - (3) Neither partner is related to the other by blood;
 - (4) Consent of either person to the domestic partnership relationship has not been obtained by force, duress, or fraud; and
 - (5) Each person agrees to be jointly responsible for each other's basic food and shelter.
- (c) To register a domestic partnership, in addition to the declaration of domestic partnership, at least one (1) of the following documents showing the same address for both domestic partners must be presented to the County:

- (1) A current mortgage, deed, or lease;
 - (2) A current driver's license or other government-issued photograph identification;
 - (3) Most recent tax returns;
 - (4) Current utility bill;
 - (5) Current joint bank account; or
 - (6) Current designation as a health care surrogate.
- (d) Any partner to a domestic partnership may file an amendment to the domestic partnership certificate issued by the County Records, Taxes and Treasury Division to reflect a change in his or her legal name.
- (e) No person who has entered into a domestic partnership relationship may enter into a new domestic partnership until thirty (30) days after the termination of a previous domestic partnership relationship.

(Ord. No. 1999-03, § 4, 1-26-99; Ord. No. 1999-18, § 3, 4-27-99; Ord. No. 2010-10, § 13, 2-23-10; Ord. No. 2013-42, § 1, 12-10-13; Ord. No. [2015-42](#), § 2, 10-13-15)

Sec. 16½-154. - Termination of registered domestic partnership relationship.

- (a) Either partner to a registered domestic partnership relationship may terminate such relationship by filing a notarized declaration of termination of domestic partnership relationship with the County Records, Taxes, and Treasury Division. Upon the payment of the required fee, the county clerk shall file the declaration and issue a certificate of termination of domestic partnership relationship to each partner of the former relationship. The termination shall become effective thirty (30) days from the date the certificate of termination is issued.
- (b) If any partner to a domestic partnership relationship enters into a legal marriage, recognized by the state of Florida, the domestic partnership relationship shall terminate automatically, and all rights, benefits, and entitlements thereunder shall cease as of the effective date of the marriage. The marrying domestic partner shall file a declaration terminating the domestic partnership relationship within ten (10) days after entering into a legal marriage that is recognized by the state of Florida.
- (c) The death of either domestic partner shall automatically terminate the domestic partnership relationship.

(Ord. No. 1999-03, § 5, 1-26-99; Ord. No. 1999-18, § 4, 4-27-99; Ord. No. 2010-10, § 13, 2-23-10; Ord. No. 2013-42, § 2, 12-10-13)

Sec. 16½-155. - Maintenance of records; filing fees.

- (a) The Broward County Records, Taxes, and Treasury Division shall, by administrative rule, prescribe the form of all declarations, amendments, and certificates required to be filed under this act. The Records, Taxes, and Treasury Division shall maintain a record of all declarations, amendments, and certificates filed pursuant to this act. The records shall be maintained so that all declarations, amendments, and certificates shall be filed with the registered domestic partnership to which they apply.
- (b) Filing Fees. The County Administrator is authorized to establish fees for the filing of any declarations, amendments, and the issuance of any certificates required by this act, subject to the approval of the County Commission. The fees shall be included within the Broward County Administrative Code. Any fees established under this section shall be sufficient to cover costs of administering the provisions of this article.

(Ord. No. 1999-03, § 6, 1-26-99; Ord. No. 1999-18, § 5, 4-27-99; Ord. No. 2010-10, § 13, 2-23-10)

Sec. 16½-156. - County employees; extension of benefits.

- (a) Any County employee who is a party to a registered domestic partnership relationship, pursuant to section 16½-153 of this act, shall be entitled to elect insurance coverage for his or her domestic partner or a dependent of such domestic partner on the same basis in which any County employee may elect insurance coverage for his or her spouse or dependents. A County employee's right to elect insurance coverage for his or her domestic partner, or the partner's dependent, shall extend to all forms of insurance provided by the County to the spouses and dependents of County employees, unless such coverage is prohibited by state or federal law. All elections of coverage shall be made in accordance with the requirements of applicable county ordinances, administrative rules, and county policies. However, in no event shall an employee make an election for coverage of a domestic partner more than two times in a plan year.
- (b) Any County employee who is a party to a registered domestic partnership relationship, pursuant to section 16½-153 of this act, shall be entitled to use all forms of leave provided by the County including, but not limited to, sick leave, annual leave, family illness leave and bereavement leave to care for his or her domestic partner or the dependent of the domestic partner as applicable. The use of leave authorized in this section shall be consistent with the applicable requirements in county ordinances, administrative rules, and county policies.
- (c) Unless prohibited by state or federal law, all other benefits available to the spouses and dependents of County employees shall be made available on the same basis to the domestic partner, or dependent of such domestic partner, of a County employee who is a party to a registered domestic partnership relationship pursuant to section 16½-153 of this act.
- (d) The County Administrator is authorized to take all actions necessary to implement the provisions of this section by no later than January 1, 2000.

(Ord. No. 1999-03, § 8, 1-26-99; Ord. No. 1999-18, § 7, 4-27-99)

Sec. 16½-157. - County contractors providing equal benefits for domestic partners.

- (a) *Contractor Offering Benefits.* Except where federal or state law mandates to the contrary, a Contractor awarded a Contract pursuant to a competitive solicitation shall provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses. Benefits include the types of benefits described in section 16½-156 of this Act.
- (b) *Certification of Contractor.* As part of the competitive solicitation and procurement process a Contractor seeking a Contract covered by paragraph (a) above shall certify that upon award of a Contract it will provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses. The certification shall be in writing and signed by an authorized officer of the Contractor. Failure to provide such certification shall result in a Contractor being deemed non-responsive.
- (c) *Exceptions to Contractor Offering Benefits.* The provisions of this section shall not apply where:
 - (1) The Contractor does not provide benefits to employees' spouses;
 - (2) The Contractor provides an employee the cash equivalent of benefits because the Contractor is unable to provide benefits to employees' Domestic Partners despite making reasonable efforts to provide them. To meet this exception, the Contractor shall provide a notarized affidavit that it has made reasonable efforts to provide such benefits. The affidavit shall state the efforts taken to provide such benefits and the amount of the cash equivalent. Cash equivalent means the amount of money paid to an employee with a Domestic Partner rather than providing benefits to the employee's Domestic Partner. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee's spouse;
 - (3) The Contractor is a religious organization, association, society, or any non-profit charitable or educational institution or organization operated supervised or controlled by or in conjunction with a religious organization, association, or society;

- (4) The Contractor is a governmental agency;
 - (5) More than one response to a competitive solicitation is received, but the responses indicates that none of the prospective vendors can comply with the requirements of this section;
 - (6) The provisions of this section would violate the laws, rules, or regulations of federal or state law (for example, section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act);
 - (7) The provisions of this section would violate or be inconsistent with the terms or conditions of a grant or contract with the United States or the State of Florida; or
 - (8) The Board waives the requirements of this section in the best interests of the County.
- (d) *Contracts.* Every Contract, unless otherwise exempt from this section, shall contain language that obligates the Contractor to comply with the applicable provisions of this section. The Contract shall include provisions for the following:
- (i) The Contractor certifies and represents that it will comply with this section during the entire term of the Contract.
 - (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the County to pursue any remedy stated below or any remedy provided under applicable law.
 - (iii) The County may terminate the Contract if the Contractor fails to comply with this section.
 - (iv) The County may retain all monies due or to become due until the Contractor complies with this section.
 - (v) The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in Chapter 21 of the Broward County Administrative Code.
- (e) *Applicable Dates.* This section shall be applicable to Contracts awarded pursuant to competitive solicitations issued after the effective date of this ordinance.

(Ord. No. 1999-03, § 9, 1-26-99; Ord. No. 1999-18, § 8, 4-27-99; 2011-26, § 2, 11-8-11)

Sec. 16½-158. - Visitation to licensed facilities.

- (a) If a health care facility or any licensed residential facility restricts the visitors of a patient or resident, the facility shall permit the patient or resident to name those individuals whom he or she wishes to visit, including any domestic partner, or any children or family member of such domestic partner, unless:
 - (1) No visitors are allowed; or
 - (2) The facility, in its sole discretion, decides that the presence of a particular individual named by the patient or resident would endanger the health or safety of a patient or a resident, or would endanger the primary operations of the facility.
- (b) If a patient or resident has not made the designation provided for in paragraph (a), the facility shall permit the patient or resident's domestic partner, the children of the domestic partner, and any other family member of the patient or resident's domestic partner, to visit, unless one of the exceptions described in paragraph (a)(1) or (a)(2) applies.
- (c) A domestic partner of a patient or resident shall have the same rights as would a spouse or other family member with respect to visitation. A domestic partner of a patient or resident shall be authorized to make health care decisions for the patient or resident to the extent that the patient or resident has specifically granted the domestic partner the authority to act as their health care proxy on the declaration of domestic partnership and has not executed a subsequent valid power of attorney for health care or a health care surrogate designation providing otherwise.

(Ord. No. 1999-03, § 10, 1-26-99; Ord. No. 1999-18, § 9, 4-27-99; [Ord. No. 2020-21](#), § 1, 5-19-20)

Case law annotation—Subsection (c) of section 16½-158 of the Broward County Code has been found to be invalid and severable by the Florida Fourth District Court of Appeal in the case of *Lowe v. Broward County*, 766 So. 2d 1199 (Fla. 4th DCA 2000).

Sec. 16½-159. - Health care surrogate designation.

Any person who is a party to a registered domestic partnership relationship, pursuant to section 16½-153 of this act, shall have the same right as any other individual to be designated as health care surrogate of his or her domestic partner pursuant to Chapter 765, pt. II, F.S. (§ 765.201, F.S. et seq.) and a person so designated shall have the right to make health care decisions on behalf of his or her domestic partner; to provide, withhold, or withdraw consent on behalf of his or her domestic partner; to apply for public benefits to defray the cost of health care; and to authorize the admission to, or transfer from, a health care facility. No person designated as a health care surrogate shall be denied or otherwise be defeated in serving as a health care surrogate based solely upon his or her status as the domestic partner of the partner on whose behalf health care decisions are to be made.

(Ord. No. 1999-03, § 11, 1-26-99; Ord. No. 1999-18, § 10, 4-27-99)

Sec. 16½-160. - Preneed guardian designation.

Any person who is a party to a registered domestic partnership relationship, pursuant to section 16½-153 of this act, shall have the same right as any other individual to be designated as a preneed guardian pursuant to § 744.3045, F.S. and to serve in such capacity in the event of his or her declarant domestic partner's incapacity. A domestic partner shall not be denied or otherwise be defeated in serving as the plenary guardian of his or her domestic partner or the partner's property, under the provisions of Chapter 744, F.S. to the extent that the incapacitated partner has not executed a valid preneed guardian designation, based solely upon his or her status as the domestic partner of the incapacitated partner.

(Ord. No. 1999-03, § 12, 1-26-99; Ord. No. 1999-18, § 11, 4-27-99)

Sec. 16½-161. - Visitation rights at county correctional and juvenile detention facilities.

Any person who is a party to a registered domestic partnership relationship, pursuant to section 16½-153 of this act, shall be entitled to visit his or her domestic partner, or other family member of the domestic partner, who is an inmate at a county correctional facility or a juvenile detention facility, upon the same terms and conditions under which visitation is afforded to spouses, children, or parents of inmates. Visitation rights provided by this section shall extend to any children of the domestic partners, and the domestic partners of an inmate's parents or children.

(Ord. No. 1999-03, § 13, 1-26-99; Ord. No. 1999-18, § 12, 4-27-99)

Sec. 16½-162. - Notification of family members.

In any situation providing for mandatory or permissible notification of family members, including notification of family members in an emergency, or when permission is granted to inmates to contact family members, "notification of family" shall include domestic partners.

(Ord. No. 1999-03, § 14, 1-26-99; Ord. No. 1999-18, § 13, 4-27-99)

Sec. 16½-163. - Funeral and burial decisions.

Registration as a domestic partner under this Act shall be considered to be written inter vivos authorization and direction by the decedent to have his or her domestic partner direct the disposition of the decedent's body for funeral, burial, or cremation purposes as a legally authorized person pursuant to Chapter 497, Florida Statutes, if the decedent specifically elects to grant such authority on the declaration of domestic partnership. Such authority shall survive the automatic termination of the domestic partnership provided for in Section 16½-154(c) due to the death of a domestic partner. If the decedent provides conflicting written inter vivos authorization and directions that are dated after the declaration of domestic partnership, the later dated authorizations and directions shall control.

(Ord. No. [2015-42](#), § 3, 10-13-15)

Sec. 16½-164. - Reciprocity.

A domestic partnership lawfully entered into in another jurisdiction shall be entitled to all the rights and benefits available to domestic partners registered pursuant to this Act. A certificate or other official document of such domestic partnership issued by another jurisdiction shall constitute sufficient proof of entitlement to such rights and benefits. However, a domestic partner who seeks to have his or her domestic partner direct the disposition of the decedent's body for funeral, burial, or cremation purposes, pursuant to Section 16½-163, must register as a domestic partnership under this Act, or provide proof of valid inter vivos designation of the partner as the person authorized to make such decisions.

(Ord. No. [2015-42](#), § 4, 10-13-15) Sec. 16½-165. - Participation in education.

- (a) To the extent allowed by federal and state law, and subject to the policies of the School Board of Broward County, Florida, and any applicable court orders or agreements, a domestic partner shall have the same rights as a biological parent to participate in the education of a dependent of his or her domestic partner in all schools located within Broward County, if his or her domestic partner specifically elects to grant such a right on the declaration of domestic partnership.
- (b) The term "school" includes, but is not limited to, private or public elementary schools, junior high and middle schools, secondary schools, high schools, vocational schools, preschool programs, after-school programs, and day care programs.
- (c) This section shall not apply to a school operated, supervised, or controlled by a religious organization, association, or society.

(Ord. No. [2015-42](#), § 5, 10-13-15)

Appendix G
Performance Evaluation Form
SUPERVISORY EMPLOYEE PERFORMANCE EVALUATION

EMPLOYEE INFORMATION		
Employee Name:	Position:	
Department: Parks & Recreation	Immediate Supervisor:	
Review Period Ending Date:	Date of Review:	Type: ☐ Probation ☐ Annual
KEY WORK PARTNERS		
Please list individuals and/or teams the employee works with throughout the year from which the supervisor obtained input on the employee's performance:		
PERFORMANCE STANDARDS		
Performance will be evaluated using the below ten (10) standards		
S= Satisfactory NI = Needs Improvement	2% merit = 18+ Above Satisfactory 1% merit = 16-17 Satisfactory 0% merit = 15 and below (mandatory PIP)	
Communication: Is the Employee professional in their communications, using the appropriate means to their specific position in ways that strengthen knowledge up and/or down the chain of command to provide appropriate and accurate information?	S	NI
Explanation: (only if NI is used)		
Initiative: Does the Employee see tasks that require action and then take appropriate action without specific direction? Does the Employee demonstrate ability to be a self-starter and perform additional tasks as time permits?	S	NI
Explanation: (only if NI is used)		
Teamwork: Does the Employee work well with other stakeholders and assist in getting the job done, as well as participate in and contribute to group/team discussions to assist in problem solving and improving processes?	S	NI
Explanation: (only if NI is used)		
Customer Service: Does the Employee represents the City in a positive and professional manner showing respect to customers both internally and externally?	S	NI
Explanation: (only if NI is used)		
Problem Solving: Does the Employee demonstrate the ability to analyze situations and use good judgment to deliver solutions within the scope of their authority, as well as provide input, information and recommendations to their supervisor on matters within their scope?	S	NI
Explanation: (only if NI is used)		
Dependability: Is the Employee trustworthy and reliable, which is demonstrated by the consistent completion of tasks, timely meeting of required deadlines, reporting to work regularly and on-time and abiding by policies and procedures?	S	NI
Explanation: (only if NI is used)		

SUPERVISORY EMPLOYEE PERFORMANCE EVALUATION

Job Skills and Knowledge: Does the Employee performs their job duties at a satisfactory level concurrent with the knowledge, skills, abilities and requirements of their job description/position?	S	NI
Explanation: (only if NI is used)		
Safety: Does the Employee utilize safety techniques, skills, and personal protective equipment in a manner consistent with their training and City policies and other regulations? Is the Employee proactive in reducing risk or safety hazards in the work environment?	S	NI
Explanation: (only if NI is used)		
Conduct and Professionalism: Does the Employee demonstrate the ability to maintain tact and bearing, treats others with respect and courtesy, and conducts themselves professionally with a reflection of a positive image for the City?	S	NI
Explanation: (only if NI is used)		
Quantity/Quality of Work: Does the employee produce work compared to department standards, as well as complete work accurately, neatly, thoroughly and meet deadlines?	S	NI
Explanation: (only if NI is used)		
IN ADDITION TO THE ABOVE, THE FOLLOWING PERFORMANCE STANDARDS APPLY TO SUPERVISORY EMPLOYEES:		
Resource Management: Does the supervisor exhibits fiscal stewardship, proper utilization of resources, and deliberation when executing projects and complex tasks that are in alignment with the City's strategic goals and adopted budget? Does the supervisor analyze programs and services for delivery in an efficient and cost-effective manner? Does the supervisor manage the workload of his or her team appropriately?	S	NI
Explanation: (only if NI is used)		
Leadership: Does the supervisor demonstrates an active leadership style that empowers employees and fosters innovation and creativity; looks out for their employee's welfare; keeps them informed; communicates expectations effectively; makes logical and informed decisions and takes responsibility for them?	S	NI
Explanation: (only if NI is used)		
Human Relations: Does the supervisor evaluate employees objectively in a thorough and timely manner; delegate and direct work effectively; provide opportunity for mentorship, training and tools for success and advancement; recognize individual and team accomplishments, deliver constructive criticism and appropriate discipline when warranted?	S	NI
Explanation: (only if NI is used)		
Supervisory Expertise: Does the supervisor demonstrates proficiency and knowledge in the operations they oversee and take initiative to share information, advice, and recommendations based on knowledge and experience?	S	NI
Explanation: (only if NI is used)		
Emotional Intelligence: Is the supervisor able to understand and manage their own emotions, and those of the people with whom they interact; demonstrate self-awareness, self-regulation, motivation, empathy, and social skills; foster an environment of equity and inclusion?	S	NI
Explanation: (only if NI is used)		

SUPERVISORY EMPLOYEE PERFORMANCE EVALUATION

Communication Skills: Does the supervisor demonstrate the ability to provide information that is accurate, comprehensive, concise, written to the intended audience, and present it in written, oral, and electronic formats?	S	NI
Explanation: (only if NI is used)		
Organizational Ambassador: Does the supervisor lead by example, advocating the organizational culture, supporting the mission, vision, and values of the Department and City, and promotes the organization's ideals in all aspects of their work?	S	NI
Explanation: (only if NI is used)		
Decision Making: Does the supervisor make clear, consistent, transparent decisions; act with integrity in all decision making; distinguish relevant from irrelevant information; and make timely decisions?	S	NI
Explanation: (only if NI is used)		
Conflict Management/Resolution: Does the supervisor immediately deal with conflict when it arises? Does the supervisor handle conflict appropriately to arrive at constructive solutions while maintaining professional relationships?	S	NI
Explanation: (only if NI is used)		
Technical Skills: Does the supervisor demonstrate the ability to properly and efficiently use technical skills, tools, and equipment in their specific area of expertise?	S	NI
Explanation: (only if NI is used)		
Total Satisfactory (S): ____ Total Needs Improvement (NI): ____	% Increase ____ 0% + PIP (15 & below) ____ 1% (16-17 Satisfactory) ____ 2% (18+ Above Satisfactory)	

PERSONAL INITIATIVES

Individual initiatives must use SMART (Specific, Measurable, Actionable, Realistic, and Time-bound) methodology.

Employees are eligible to receive an additional 1% merit increase by scoring an 18 to 20 in the Performance Standards section and satisfying all of the Personal Initiatives below.

Performance Initiatives demonstrate that an employee has substantially exceeded the basic competencies of their position (as outlined in the job description and the Annual Employee Performance Evaluation) by meeting one or more of the following criteria: demonstrated job growth, performed added duties reflecting career growth, performed at a high level as compared to other employees, accomplished a special project or achieved high project outcomes.

At the beginning of the rating period, the Personal Initiatives must be mutually set between the employee and supervisor.

Current Reporting Period – Personal Initiatives

The employee has met ____ out ____ initiatives from the current reporting period.

Employee must meet 3 out of 3 initiatives in order to receive a 1% Merit Bonus.

Next Reporting Period – Personal Initiatives

Initiative:

Initiative:

Initiative:	
___ % Performance Standards + ___ % Personal Initiatives = ___ % Total Merit	
Immediate Supervisor's Signature:	Date:
Additional Supervisory Signature:	Date:
Additional Supervisory Signature:	Date:
Department Director's Signature:	Date:
Employee's Signature:	Date:

Instructions and Guidance:

- Key Work partners are any individuals who can contribute to the evaluation of an employee by having firsthand knowledge in determining if the employee is satisfactory (or not) in each performance standard as well as the Personal Initiatives.
- Supervisor selects S for satisfactory or NI for needs improvement for each standard based on the relevant reporting period. After completing all 20 standards, supervisor will tally the S's and the NI's and place in the appropriate box.
- The total Performance Standard score correlates to a % increase:
 - 18+ ABOVE SATISFACTORY = 2% MERIT
 - 16-17 SATISFACTORY = 1% MERIT
 - 15 AND BELOW = 0% MERIT, PERFORMANCE IMPROVEMENT PLAN
- Anyone receiving a 15 and below must have disciplinary action on file during the relevant period (including record of oral counseling which would not be part of the official employee record).
- Personal initiatives consist of three initiatives demonstrating that an employee has substantially exceeded the basic competencies and accountabilities of their position (as outlined in the job descriptions and the Annual Employee Performance Evaluation). An employee that meets all three initiatives during the reporting period earn an addition 1% increase. Employees in the same job classification shall have a group meeting with their supervisors and department director at the start of each fiscal year to develop common goals to instill fairness in developing the initiatives, though initiatives may slightly vary by employee based on the annual review date.
- Employee would receive the total of: the performance standard merit (up to 2%) and the personal initiative bonus (1%) for up to 3% total merit. Employees are guaranteed the 1% initiative bonus in FY22 (10/1/21-9/30/22).



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2021-937

Agenda Date: 9/13/2021

Status: CITY COMMISSION
BUSINESS

In Control: City Commission

Title

ORDINANCE 2021/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING SECTION 50-80 OF THE CITY CODE RELATING TO THE SPORTS VOLUNTEER BACKGROUND SCREENING APPEALS PROCESS; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance and set public hearing for October 5, 2021

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

In accordance with Section 50-80 of the City Code, all volunteers who have direct contact with youth sports participants for any youth sports organization sponsored or funded by the City, or any youth sports organization using a City facility are subject to a Level 2 Background Check. Where a person who wishes to act as a volunteer is excluded from participation based on the background screening conditions specified in the Ordinance, the league or organization for which that person wishes to volunteer its services, may appeal said exclusion by filing an appeal with the Director of Parks and Recreation.

The City previously utilized a committee, composed of the City Manager or designee, a former police officer, and a citizen of the City (the "Committee"), to hear and determine such appeals. On February 6, 2018, the City Commission adopted Ordinance No. 2018/010, which changed the appeal process so that the appeals were considered and decided by a Special Magistrate, instead of the Committee.

Current Activity

At a recent City Commission meeting, there was discussion regarding going back to using the Committee to decide the appeals. The enclosed ordinance amends Section 50-80 of the City Code to revert back to the use of the Committee to hear and decide the appeals instead of a Special Magistrate.

Recommendation

Consideration of the enclosed Ordinance.

ORDINANCE NO. 2021/

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING SECTION 50-80 OF THE CITY CODE RELATING TO THE SPORTS VOLUNTEER BACKGROUND SCREENING APPEALS PROCESS; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach operates recreational facilities and supports certain youth athletic programs where youth sports organizations play a prominent role; and

WHEREAS, the City Commission wishes to protect the youth of the City who are participating in youth sports organizations; and

WHEREAS, the City Commission has determined that changes to its regulations related to sports volunteer background screening are needed to protect the public health, safety and welfare.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, AS FOLLOWS:

Section 1. The above WHEREAS clauses are true and correct and are incorporated herein.

Section 2. Section 50-80 “Sports Volunteer Background Screening Policy” of the Deerfield Beach Code of Ordinances is hereby amended to read as follows¹:

Sec. 50-80. – Sports volunteer background screening policy.

- (a) The City of Deerfield Beach operates numerous recreational facilities in which youth sports organizations play a prominent role. The city commission wishes to protect the youth of the city who are participating in youth sports organizations sponsored or funded by the city or any youth sports organization using a city facility.

- (m) Where a person who wishes to act as a volunteer is excluded from participation, the league or the organization for which that person wishes to volunteer its services, may appeal said exclusion to the director of parks and recreation (director). The appeal must be jointly filed by the president or chief executive of the organization for which the person wishes to volunteer their services and the person who has been excluded and shall be on a form provided for by the director and contain the following:

¹ Additions to the City Code text are shown in underline. Deletions to the City Code text are shown in ~~strikethrough~~.

- (7) The appeal shall be heard by a Committee composed of the City Manager or designee, a former police officer, and a citizen of the City. ~~The former police officer and citizen shall be appointed by the City Manager. Special Magistrate appointed by the City Commission. The Special Magistrate shall be an attorney licensed to practice law in Florida.~~ The appeal shall be heard within ten business days of receipt of a completed application unless the Committee members are ~~Special Magistrate is~~ unavailable, and in such case as soon thereafter as is feasible. The Committee ~~Special Magistrate~~ shall be permitted to hear testimony and review evidence as the Committee ~~Special Magistrate~~ deems, in ~~its the Special Magistrate's~~ sole discretion, to be helpful to the review. The Committee ~~Special Magistrate~~ shall consider:
- a. Any factual errors in the criminal background history report;
 - b. The severity or the offence and any mitigating circumstances;
 - c. The age of the applicant when the offense was committed;
 - d. The length of time since the offense and the number of offenses;
 - e. Such other circumstances as the Committee ~~Special Magistrate~~, in ~~its the Special Magistrate's~~ sole discretion, deems relevant to the Committee's ~~Special Magistrate's~~ determination.
- (8) The burden in the appeal shall be on the applicant and the standard shall be clear and convincing evidence that the applicant should not be disqualified from serving as a volunteer. The Committee ~~Special Magistrate~~ shall, within ten business days of the hearing, issue a ruling on the application. Failure to issue a ruling within the ten-day period shall be deemed to be a denial of the application. The director may extend the period for up to an additional ten days.
- (9) It shall be a violation of this section, and result in automatic denial of the appeal, for any person to speak with, or otherwise communicate with in any manner, a member of the Committee ~~the Special Magistrate~~ about an active appeal prior to the making of a decision by the Committee ~~Special Magistrate~~.
- (n) Should new or additional information concerning a person subject to background check screening who has successfully passed a background check be discovered by or disclosed to the city after a background check has been conducted, and such information was known to or available to the applicant and not made known or disclosed to the city by the applicant, such person may be suspended by the director ~~of parks and recreation~~ until the Committee ~~Special Magistrate~~ has met and considered such new information. The Committee ~~Special Magistrate~~, based upon such new information, may continue the suspension or may reinstate such person, with or without conditions.

- (o) Should an approved volunteer be arrested for any felony or misdemeanor, other than a traffic infraction, such volunteer shall promptly, but in no event later than seven days after such arrest, notify the city's parks and recreation director in writing specifying the details of the arrest. The parks and recreation director may suspend the volunteer and the volunteer may appeal such suspension in accordance with subsection (m) above. The failure of an approved volunteer to comply with the notice provision of this subsection shall be cause for immediate revocation of that approval upon discovery of the arrest by the city.

Section 3. All Sections or parts of Sections of the Code of Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

Section 4. The provisions of this Ordinance are declared to be severable, and, if any section, sentence, clause and/or phrase of this Ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, which shall remain in effect, it being the legislative intent that this Ordinance shall stand despite the invalidity of any part.

Section 5. It is the intention of the City Commission and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the City Code of the City of Deerfield Beach, and that the sections of this Ordinance may be renumbered to accomplish such intent.

Section 6. That this Ordinance take effect immediately upon adoption on second reading.

PASSED 1ST READING ON THIS ____ DAY OF _____, 2021.

PASSED 2ND READING ON THIS ____ DAY OF _____, 2021.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK