

**City of Quincy, Florida
City Commission
Agenda Request**

Date of Meeting: January 11, 2022
Date Submitted: January 04, 2022
To: Honorable Mayor and Members of the City Commission
From: Dr. Beverly A. Nash, Ph.D., Interim City Manager
Sgt. H. Barber, City of Quincy Police Department and PBA
Union Representative
Subject: Renewal of the Contract between the City of Quincy and
The Police Benevolent Association (PBA) for October 1, 2021
– September 30, 2024.

Statement of Issue/Justification:

The Collective Bargaining Agreement between the City of Quincy and The Police Benevolent Association expired October 1, 2021.

The Big Bend Police Benevolent Association is the local chapter of the Florida Police Benevolent Association, which has nearly 500 members and represents members within the Tallahassee Police Department, Florida State University Police Department, Florida Agricultural and Mechanical University, Quincy Police Department, Leon County, Gadsden County, Calhoun County, Franklin County, Gulf County, Jackson County, Jefferson County, Liberty County, Madison County, Taylor County, and Wakulla County.

Background:

This agreement is entered into by and between the City of Quincy and The Big Bend Chapter of the Florida Police Benevolent Association referred to as PBA. The purpose of this contract agreement is to promote harmonious and peaceful procedures for the settlement of differences which might arise between members of this bargaining unit and The City of Quincy.

Those items in “red” are the items that have been negotiated and agreed upon. For example,

Article 13: Holidays, page 14
Article 19: Hospitalization, page 19
Article 22: Hours of Work and Overtime, page 22

Article 23: Wages, page 23

Appendix C: Salary Adjustment per Article 23: Wages, page 29

Step Pay Plan, page 30

Options:

- Option 1: Approve the new Contract between the City of Quincy and The Big Bend Chapter of the Florida Police Benevolent Association.
- Option 2: Deny the approval the new Contract between the City of Quincy and The Big Bend Chapter of the Florida Police Benevolent Association.
- Option 3: Provide direction by the City Commission.

Staff Recommendation:

Option 1

Attachment:

Attachment 1: Collective Bargaining Agreement between the City of Quincy, A Municipality of the State of Florida and the Big Bend Police Benevolent Association, A Chapter of the Florida Police Benevolent Association, Inc., October 1, 2021 – September 30, 2024.



Collective Bargaining Agreement

between the

City of Quincy

A Municipality of the State of Florida

and the

Big Bend Police Benevolent Association

A Chapter of the Florida Police

Benevolent Association, Inc.

October 1, 2021 - September 30, 2024

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PREAMBLE

THIS AGREEMENT is entered into by and between the CITY of QUINCY, hereinafter referred to as the *City*, and BIG BEND CHAPTER of the FLORIDA POLICE BENEVOLENT ASSOCIATION, Inc., a Florida corporation, hereinafter referred to as *P.B.A.*, for the purpose of promoting harmonious, peaceful procedure for the settlement of differences which might arise, and to set forth the basic and full agreement between the parties concerning rates of pay, wages, hours of work, health, safety and other conditions of work.

ARTICLE 1 **RECOGNITION**

The City acknowledges that the Public Employees Relations Commission has certified the P.B.A. as collective bargaining agent for the following employees of the City, hereinafter referred to as employees:

Police Officer
Police Investigator
Police Sergeant
Police Lieutenant

ARTICLE 2 **NON-DISCRIMINATION**

Section 1. The City and the P.B.A. agree that the provisions of this Agreement shall be equally applicable to all employees without regard to race, color, religion, creed, sex, national origin, age, disability, marital status, or membership or non-membership in P.B.A. or other labor organizations, as provided by law. Alleged violations of this provision shall not be subject to appeal or arbitration under this Agreement because adequate relief is available for any alleged violation under federal and state law.

Section 2. The City and the P.B.A. recognize that Florida law gives the employees the right to join the P.B.A. or not to join the P.B.A. Neither the City nor P.B.A. shall discriminate for or against employees because of membership, or lack of membership, in P.B.A. Neither the City nor P.B.A. shall attempt to intimidate or coerce employees into joining or continuing membership in P.B.A., nor shall they interfere with employees in any way because of failure or refusal to join P.B.A.

ARTICLE 3 **NO STRIKES**

Section 1. The employees, the P.B.A. and P.B.A.'s officers and agents shall not strike.

Section 2. "*Strike*" means the concerted failure of employees to report for duty; the concerted absence of employees from their positions; the concerted stoppage of work by employees; the concerted submission of resignations by employees; the concerted abstinence, in whole or in part,

by any group of employees from the full and faithful performance of the duties of employment with the City for the purpose of inducing, influencing, condoning, or coercing a change in the terms and conditions of employment or the rights, privileges, or obligations of public employment, or participating in a deliberate and concerted course of conduct which adversely affects the services of the City; the concerted failure of employees to report for work after the expiration of this Agreement; and picketing in furtherance of a work stoppage. The term "strike" also means any overt preparation including, but not limited to, the establishment of strike funds with regard to the above-listed activities.

Section 3. Any employee who participates in or promotes a strike as defined above may be discharged or otherwise disciplined. Such disciplinary action shall not be subject to the grievance procedure set forth in this Agreement.

Section 4. In the event of a strike, an official P.B.A. spokesman shall promptly and publicly disavow such strike, order the employees to cease the illegal activity and, if the employees are not working, order them to return to work.

Section 5. Any striking employee and the P.B.A., if it strikes, may individually and collectively be liable for any damages suffered by the City or any other party as a result of a violation of the strike prohibition contained herein.

Section 6. In the event of a strike, the City shall be entitled to seek and obtain legal and/or equitable relief in any court of competent jurisdiction.

ARTICLE 4 **MANAGEMENT RIGHTS**

Section 1. P.B.A. recognizes that the City has, and will continue to retain, the right to operate and manage all of its affairs in all respects except insofar as the City has specifically abridged, deleted, delegated, granted or modified its functions, rights, powers, responsibilities and authority by express provisions of this Agreement.

Section 2. The rights of the City, through its management officials, include but are not limited to the rights:

- A. to determine unilaterally the purpose and scope of each of its constituent agencies;
- B. to set standards of service to be offered to the public;
- C. to exercise complete control and discretion over its organization and operations, including the right to subcontract;
- D. to direct the employees, including assigning work, assigning overtime and determining the amount of overtime required, and assigning the time and number of work hours;
- E. to hire, transfer, classify, promote, examine, train, assign, and schedule employees;
- F. to take disciplinary action including suspension, demotion, discharge, or other disciplinary action for just cause;
- G. to increase, reduce, change, modify or alter the composition and size of the workforce, including the right to relieve employees from duties because of lack of work or funds, or other reasons;
- H. to determine the location, methods, means, and personnel by which operations are to be conducted;

- I. to determine the basis for selection, retention, and promotion of employees;
- J. to establish, modify, combine, or abolish job pay positions or classifications;
- K. to determine the type of equipment used in the sequence of work processes;
- L. to make technological alterations by revising either processes or equipment, or both;
- M. to determine the standards and the quality and quantity of work to be produced;
- N. to establish, expand, transfer and/or consolidate work and activities;
- O. to establish, implement and maintain an effective internal security program;
- P. to terminate or eliminate all or any part of its work or facilities; and
- Q. to approve or disapprove time off from work or leave without pay.

Section 3. The City Commission has the sole authority to determine the purpose and mission of the City. The City Manager has the sole authority to prepare and submit budget recommendations of the City Commission. The City Commission has the sole authority to adopt the budget for the City.

Section 4. If, in the sole discretion of the City, it is determined that civil emergency conditions exist, including but not limited to riots, civil disorders, hurricane conditions or similar catastrophes, then the provisions of this Agreement may be suspended by the City during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

Section 5. The inherent managerial functions, prerogatives and policy making rights which the City has not expressly modified or restricted by a specific provision of this Agreement are not in any way, directly or indirectly, subject to the grievance procedure contained herein. The City's failure to exercise any right, prerogative or function hereby reserved to it, or the City's exercise of any such right, prerogative or function in a particular way, shall not be considered a waiver of the City's right to exercise such right, prerogative or function.

ARTICLE 5

MEMBERSHIP DUES DEDUCTIONS

Section 1. In accordance with Section 447.303, Florida Statutes, the City will deduct P.B.A. dues from employees' paychecks.

Section 2. P.B.A. shall certify to the City in writing over the signature of the President of the P.B.A. the amount of the dues to be deducted monthly.

Section 3. Employees may request that P.B.A. dues be deducted from their paychecks by signing a document that provides:

Name:	SS#:
Address:	
Signature:	Date:

Section 4. Following receipt of a written and signed authorization from an employee, the City will deduct dues from the employee's paychecks in accordance with the schedule set forth in Section 5 of this Article. In the event the City has fewer than seven (7) days between receipt of the

authorization and the next pay period in which dues are to be deducted, the City will begin the dues deductions the month following receipt of the authorization.

Section 5. Dues deductions for the month will be deducted from an employee's paycheck received on the 15th of the month.

Section 6. In the event an employee's net earnings after deductions for federal withholding tax, social security, retirement, medical insurance, credit union and other priority deductions are not sufficient to cover dues deductions, the deductions shall be made in the first pay period in which the employee has sufficient net earnings to cover the dues deductions.

Section 7. By the 15th of the succeeding month, the City shall remit to the P.B.A. the monies deducted, less twenty-five cents (25¢) for each employee deduction to reimburse the City for the cost of deduction. The City's remittance will be deemed correct if, within two (2) weeks of the time it is received by P.B.A., the P.B.A. does not give written notice to the City of its belief, with reasons stated therefore that the remittance is incorrect.

Section 8. P.B.A. will indemnify, defend and hold the City harmless against any claims made and against any suit instituted against the City because of any deduction of P.B.A. dues.

Section 9. The City will discontinue dues deductions for any employee within thirty (30) days of the City's receipt of a document signed by the employee requesting the revocation of dues deductions, which document shall state:

INSTRUCTION TO STOP PAYCHECK DEDUCTION OF PBA DUES:

I hereby instruct the City of Quincy to stop deducting from my paycheck each month the current regular monthly P.B.A. dues. A copy of these instructions has been sent to the P.B.A.

Name:	SS#:
Address:	
Signature:	Date:

Section 10. P.B.A. shall certify to the City in writing over the signature of an official spokesman of the P.B.A. any change in the amount of the dues to be deducted. Any change will be effective within thirty (30) days from receipt by the City of the certified statement from the P.B.A.

ARTICLE 6
P.B.A. REPRESENTATION

Section 1. The City agrees to allow a P.B.A. staff representative reasonable access to employees for the purpose of grievance investigation or other matters relating to the application of this Agreement.

Section 2. A P.B.A. staff representative, the City Manager, the Chief, and appropriate employees may meet to discuss matters relating to the administration of this Agreement which affect

employees upon the request of a designated P.B.A. staff representative, the City Manager, or the Chief. It is understood that these meetings shall not be used for negotiating purposes.

ARTICLE 7 **BULLETIN BOARDS**

Section 1. P.B.A., if it desires, may place a bulletin board of standard size for its own exclusive use where employees are required to report for work assignments. The bulletin boards must be in keeping with the decor of the location in which they are placed, and must be approved by the City Manager.

Section 2. P.B.A. may post the following documents on its bulletin boards:

- A. This Agreement
- B. Notices of P.B.A. meetings
- C. Notices of P.B.A. elections and their results
- D. Notices of P.B.A. recreational and social affairs
- E. Professional educational materials relating to law enforcement

Section 3. Documents posted shall not contain any information other than that specifically set forth in Section 2. All notices or other documents posted on the bulletin board shall be signed by the P.B.A. elected representative prior to posting. Any documents posted on the bulletin board containing any information other than that specifically set forth in Section 2 may be removed by the Chief or, in his absence, his designated appointee. If a document is removed, the Chief or his designated appointee shall notify the P.B.A. elected representative that the document was removed and the reason for removal.

Section 4. It is understood between the parties that the City shall not incur any cost or expense as a result of this Article.

ARTICLE 8 **GRIEVANCE PROCEDURE**

Section 1. It is the policy of the City and the P.B.A. to encourage discussion of an employee complaint on an informal basis between the employee and the employee's supervisor. The discussion should be held in an attempt to reach an understanding, which will resolve the matter in a manner mutually satisfactory to the employee and the City without the need for recourse to the formal grievance procedure. An employee's complaint should be presented and handled promptly and should be resolved at the lowest level of supervision consistent with the authority of the supervisor.

Section 2. *Definitions*

- A. For purpose of this Agreement, a "*grievance*" is defined as a dispute involving the interpretation or application of this Agreement.
- B. The term "*days*" as used in this Article shall mean work days.
- C. The term "**employee**" as used in this Article shall mean any employee included in the bargaining unit with the following exceptions:

(1) A probationary employee who has not obtained permanent status in a classification included in the bargaining unit may not utilize the grievance procedure to contest disciplinary or separation actions.

(2) A probationary employee whose status is the result of a promotion to a classification included in the unit may not utilize the grievance procedure to contest a demotion during the employee's probationary period if the demotion is not imposed as discipline, but for substantial performance in the classification.

Section 3. Grievances shall be processed in accordance with the following procedure:

STEP 1:

An employee with a grievance shall submit the grievance in writing to the appropriate supervisor within seven (7) days of the occurrence of the action giving rise to the grievance. The written statement must include a concise statement of facts alleged to support the grievance, and shall be written on the Grievance Fact Sheet attached to this Agreement as **Appendix A**. If the supervisor feels the grievance can best be resolved through informal discussion with the employee, the supervisor shall request a meeting with the employee. Within fifteen (15) days from receipt of the grievance, the supervisor shall send to the employee the supervisor's written decision.

If the action that gives rise to the grievance is a disciplinary action, the seven (7) day period within which a grievance must be submitted shall run from the day the employee receives written notification of the disciplinary action. The employee must initial and date the City's copy of the notification. Failure to date and initial shall be grounds for disciplinary action. If the employee refuses to accept the notification, or if the City is unable to locate the employee after making reasonable attempts, the City may mail the notification to the last known address for the employee. In that event, the grievance must be filed within seven (7) days of the mailing of the notification.

STEP 2:

If the employee is not satisfied with the supervisor's response, within ten (10) days of receipt of the supervisor's response, the employee shall present a written grievance to the Chief. This written grievance also shall contain a concise statement of the facts upon which it is based, shall be dated, and shall be signed by the submitting employee. The grievance shall be written on the Grievance Fact Sheet attached to this Agreement as **Appendix A**. The Chief may request a meeting with the employee. Within fifteen (15) days of receipt of the grievance, the Chief shall respond, in writing, to the employee.

STEP 3:

If the grievance is not resolved at Step 2, the employee may submit the grievance in writing to the City Manager within ten (10) days after receiving the decision from the Chief. This written grievance shall contain a concise statement of the facts upon which it is based, shall be dated, and shall be signed by the submitting employee. The grievance shall be written on the Grievance Fact Sheet attached to this Agreement as **Appendix A**. Within thirty (30) days of receipt of the grievance, the City Manager shall respond in writing to the employee.

Section 4. Arbitration

A. If the grievance has not been satisfactorily resolved at Step 3, the employee or P.B.A., on behalf of the employee, may, within ten (10) days of receipt of the written response

by the City Manager, submit a written request for arbitration to the City Manager. Within seven (7) days after the City Manager has received the request to arbitrate, P.B.A. and the City Manager shall submit a joint written request to the Director of the Federal Mediation and Conciliation Service for a list of names of five (5) professional arbitrators. Within seven (7) days after receipt of the list the City Manager or his designee and a P.B.A. representative shall meet to alternately cross out names on the list. The remaining name shall be the arbitrator. A coin shall be tossed to determine who shall cross out the first name. The parties shall jointly notify the arbitrator of his or her selection. Either party may object to all names on the list, provided the objection is made prior to the commencement of the striking process. If this happens, another joint request shall be made to the Director of the Federal Mediation and Conciliation Service for another list.

- B.** The arbitration shall be conducted under the rules set forth in this Agreement.
- C.** The date, time and place of the hearing shall be established by consultation between the arbitrator, the P.B.A. and the City.
- D.** The arbitrator shall have no authority to modify, amend, add to, subtract from, change, or otherwise alter or supplement this Agreement or any part hereof or any amendment hereto. The arbitrator shall have no authority to consider or rule upon any matter, which is not a grievance as defined in this Agreement. The arbitrator may not issue declaratory or advisory opinions and shall confine himself or herself exclusively to the question which is presented, which questions must be in writing, actual and existing.

The arbitrator shall have jurisdiction and authority to decide whether the imposed disciplinary action covered by the terms of this Agreement was for cause. Where there is an issue regarding arbitrability, it is understood that the issue will be resolved separate and apart from the merits of the grievance. A new and different arbitrator may be selected by the parties to hear the merits of the grievance should the matter be found to be arbitral. The arbitrator's award may not provide for back pay which exceeds the amount of pay the employee would otherwise have earned at the employee's regular rate of pay, and such back pay shall not be retroactive to a date earlier than the date of the occurrence of any event which resulted in the grievance under consideration. The arbitrator shall consider whether the grievant made a good faith attempt to find other work and otherwise mitigate his back pay. The arbitrator's determination shall not modify City or Department policy or constitute precedent for future similar conduct.

- E.** At the conclusion of the arbitration hearing, post hearing briefs may be filed at the request of either party or the arbitrator. The arbitrator shall have sixty (60) days from the completion of the hearing or receipt of briefs, whichever is later, to render his or her decision. The arbitrator shall submit in writing his or her decision to both parties. The decision of the arbitrator shall be based exclusively upon specific findings of fact and conclusions based thereon, which findings of fact and conclusions shall be the predicate for any decision made by him or her. In rendering a decision, the arbitrator shall consider only the written, oral or documentary evidence submitted to him or her at the hearing. The arbitrator's decision shall be final and binding on both parties, in accordance with law.

- F.** The fees and expenses of the arbitrator and the cost of a transcript, if both parties agree that a transcript is necessary or if a transcript is requested by the arbitrator, shall be divided equally between the City and P.B.A. Each party, however, shall be responsible for compensating and paying the expenses of its representatives and witnesses.

Section 5. Although this grievance procedure is the exclusive procedure for resolution of grievances, nothing in this Article shall be construed to prevent an employee from presenting his or her own grievance; however, P.B.A. shall be given reasonable opportunity to be present at any meeting called for the resolution of a grievance arising under this Agreement.

Section 6. The complaint review board procedures set forth in Chapter 112, *Florida Statutes*, shall not be used by any bargaining unit employee to review or appeal a disciplinary action imposed by the City or Department.

Section 7. There shall be no reprisals against any of the participants in the procedures set forth in this Article.

Section 8. The time limits specified in any step of this procedure may be extended, in any specific instance, by written mutual agreement.

Section 9. Nothing in this Article or elsewhere in this Agreement shall be construed to permit the union or bargaining unit employees to process a grievance (a) on behalf of any bargaining unit employee without his/her consent; or (b) when the subject of such bargaining unit employee's grievance is at the same time the subject of an administrative action or an appeal before a federal or state governmental board or agency or court proceeding.

Section 10. Attendance at or preparation for any grievance meeting outside of regular work hours shall not be deemed time worked under the Fair Labor Standards Act for those unit employees whom the union requests or requires to attend these off-duty hearings.

Section 11. When any provision of this Agreement involves responsibility on the part of the Association which, in the view of the City, is not being properly carried out, the City may present the issue to the Association as a grievance. If such grievance cannot be resolved by discussion between the City and the Association on an informal basis, the grievance shall be initiated at Step 3 of the procedure by the City and submitted in writing to the president of the Association. If not resolved within ten (10) working days following receipt by the Association, the City may submit the grievance to arbitration under the provisions of Section 4.

Section 12. A dispute involving the interpretation or application of a provision of this Agreement which gives a right to the Association as an employee organization may be presented by the Association as a grievance. Such grievance shall be initiated at Step 1 of this procedure in accordance with the provisions set forth therein.

ARTICLE 9 **DISCIPLINARY ACTION**

Section 1. Except as provided in Section 2(C), Article 8, an employee shall only be disciplined for just cause. It is understood by the parties that employees are subject to all rules and regulations of the City and of the Police Department. In the event an employee is discharged, suspended or demoted, the City agrees that he or she shall be provided with written notification of the discharge, suspension or demotion. This notification shall be hand-delivered to the employee prior to its effective date, or sent by certified or registered mail to the address in the City records.

Section 2. Upon request, any employee may obtain a copy of any statement which he or she (personally) has given to the City or the Department in connection with any investigation based upon which disciplinary action can or will be taken against the employee.

Section 3. In the event an employee becomes the subject of a formal Departmental or City investigation arising from a citizen complaint or allegation, the Department or the City, whichever is appropriate, shall notify the employee of the disposition of the complaint upon the conclusion of the formal investigation.

Section 4. In the event a supervisor must verbally reprimand an employee, it should be done in private, if practical.

Section 5. The Police Officers' Bill of Rights, as enacted into law by the Legislature of the State of Florida, shall be effective throughout the term of this Agreement, except as otherwise provided by Section 6 of Article VIII, *Grievance Procedure*.

Section 6. Disciplinary records of employees will be periodically reviewed and may be purged in accordance with Florida State Statutes and appropriate administration codes upon recommendation by the Chief.

- A. Written reprimands shall not be used in later disciplinary actions against an employee if the employee has maintained a discipline-free work record for at least three (3) consecutive years. Such written reprimands shall be removed from the employee's personnel file at any time after that three (3) year period, upon written request of the employee, and be archived elsewhere by the City.
- B. Records of oral reprimands shall not be used in later disciplinary actions against an employee if the employee has maintained a discipline-free work record for at least two (2) years. Such records shall be removed from the employee's personnel file any time after the two (2) year period, upon written request of the employee, and archived elsewhere by the City.
- C. The City shall not utilize oral or written reprimands forgiven under 6.A. or 6.B. of this article in disciplining an employee. However, the fact that oral or written reprimand have been received and forgiven may be used in a promotional process and procedures, disciplinary, discharge arbitration if the employee asserts a discipline-free work history.

ARTICLE 10
PERSONNEL RECORDS

Section 1. Each employee covered by this Agreement shall have the right to inspect his or her official personnel files; provided, however, that such inspection shall take place during working hours at the location where the official personnel files are kept. The employee shall have the right to duplicate, at the City's established cost for duplication, copies of any items contained in his or her official personnel files.

Section 2. If any derogatory material is placed in an employee's official personnel files, a copy will be sent to the employee. The employee will have the right to answer any such material filed, and his or her answer will be attached to the file copy.

Section 3. Where the Chief, City Manager, the Courts, an arbitrator, or other statutory authority determines that a document has been placed in an employee's personnel files in error, or is otherwise invalid, such document shall be stamped "INVALID" and a letter of explanation shall be attached to the document. The document shall be placed in an envelope reserved for such documents and returned to the employee's personnel files.

ARTICLE 11 **SAFETY and HEALTH**

Section 1. The City and P.B.A. are committed to the development of safe working conditions, practices and habits. Both the City and P.B.A. shall cooperate to eliminate any safety hazards due to unsafe working conditions when such are shown to exist, and shall encourage the employees to work in a safe manner. The City and P.B.A. shall conform to and comply with all applicable federal, state and local laws pertaining to safety, health, sanitation and working conditions.

Section 2. Protective devices, wearing apparel and other safety equipment required by law to protect employees from injury or occupational disease shall be provided by the City without cost to the employee.

Section 3. All protective devices, wearing apparel and other equipment provided by the City pursuant to Section 2 of this Article must be utilized by the employee. Failure to do so shall be just cause for disciplinary action.

Section 4. Employees must immediately report to their supervisor any injuries that occur on the job. Accident reports must be filed within twenty-four (24) hours of the accident or injury. If an accident or injury occurs over a holiday or weekend, the report must be filed within twenty-four (24) hours of the end of the weekend or holiday. In the event of a serious injury or fatality, or in the event of any vehicular accident, all appropriate law enforcement agencies, the City's Safety Coordinator, the Police Department's Safety Coordinator and the employee's supervisor shall be notified immediately.

Section 5. The Police Department shall have a minimum staff per shift of one (1) supervisor and two (2) patrol personnel.

Section 6. The Chief will receive and consider written recommendations with respect to unsafe conditions or other safety ideas from any employee or the P.B.A. Within thirty (30) days of

receipt, the Chief shall give a written reply to the employee or P.B.A. regarding the disposition of the recommendation.

Section 7. The City shall allow employees to select one of two options:

- A.** The City will select and purchase bulletproof vests for all employees who request this option. The City strongly encourages employees to wear the vest at all times. Employees shall sign a statement that advises them of the dangers of not wearing their vests at all times. Evening hours from 7:00 p.m. through the morning to 6:00 a.m. shall be a mandatory required time to wear vests with this option.
- B.** An employee shall select to purchase the City's approved bulletproof vest (or one deemed comparable) through the City, through payroll deductions at a rate of \$15.00 per pay period. The City strongly encourages employees to wear their vests at all times and will require employees to sign a statement advising them of the dangers of not wearing their vests at all times.

Section 8. The City of Quincy, in order to promote physical fitness, requires participation in the following programs:

- A.** The City will reimburse employees for the co-payments required through the City sponsored health insurance company for a voluntary annual physical and any other examinations related to the physical the doctor feels is necessary through City sponsored health insurance company physicians. Employees are instructed to bring the receipt, indicating the co-payment was for a physical, to the Personnel Department for processing. Employees must keep in mind department demands when scheduling the physical and will be required to provide their immediate supervisor with a minimum of one week's notice of time of the appointment. Employees will need to complete their physicals by October 1 each year.
- B.** There shall be mandatory participation in a fitness evaluation conducted annually. This evaluation shall include the requirements as set forth in the State of Florida Physical Achievement Test (PAT).
- C.** The City shall provide, to any employee who requests, information on nutritional counseling and weight loss programs.
- D.** A committee will be formed of bargaining unit member's administrators to study the feasibility of establishing a physical fitness incentive program for police personnel. The recommendations of this committee will not be binding on the City.

Section 9. The PBA agrees to allow the City to amend the existing Drug Free Workplace/Drug Testing/Employee Assistance Program to conduct random unannounced alcohol/drug testing on all employees. The selection shall be made by the use of a scientifically valid method, such as computer-based random number generator that is matched with the employee's social security number, payroll number, driver's license, or other comparable identifying number. Each employee shall have an equal chance of being tested under the selection process used, and may be tested more than once, depending on the frequency that he is randomly selected.

The number of employees randomly selected for testing during a twelve (12) month period shall equal an annual rate of not less than 50% of the total number of bargaining unit members subject to testing. This random testing shall only occur while the employee is on-duty, just prior to duty, or immediately upon completing a work period. Refusal to comply with an order to submit to such an examination will constitute the basis for disciplinary action up to and including dismissal.

ARTICLE 12 **TRAINING PROGRAMS**

Section 1. The City will promote and provide up to eight (8) hours of in-house training programs every three (3) months for all employees to increase their knowledge and efficiency.

Section 2. Upon the recommendation of the Chief and the approval of the City Manager, full-time employees shall receive leave with pay to attend other non-in-house training programs. Upon the recommendation of the Chief and with the approval of the City Manager, the City may also pay the expenses incurred by the employee, including registration fees and per diem, in accordance with the City's established per diem schedule in effect at the time of such training program.

Section 3. Where practicable, the City will provide an employee the use of a City vehicle for travel to and from an approved non-in-house training program.

Section 4. The City will develop and implement a uniform in-house training program for new officers consisting of up to forty (40) hours of classroom and field assignments. Training will be by persons selected by the Chief and will cover subjects selected by the Chief, including but not limited to the following areas:

- A. Departmental Rules and Regulations
- B. Contract Requirements
- C. Procedures on Use of Proper Forms
- D. Proper Use of Equipment
- E. Patrol Techniques
- F. City and Beat Familiarization
- G. City Ordinances

ARTICLE 13 **HOLIDAYS**

Section 1. The following holidays shall be observed:

New Year's Eve
New Year's Day
Martin Luther King, Jr. Day
Memorial Day
Juneteenth
Independence Day
Labor Day

Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day
Personal Holiday

Section 2. The employee will receive ten (13) holidays banked in their "Holiday Bank" on by January 30 of the calendar year, to be taken at the employee's discretion with approval. Holidays are recognized as "normal" work hours as duration of leave. Employees are encouraged to use their accrued holidays; however, a maximum of five (5) days accrued will be allowed to carry over to the next calendar year. Holidays will not have any cash or sell-back value unless provided for in the employee handbook. Employees have the option to receive time worked premium pay at their regular rate for observed holidays or accrue time worked holiday leave.

ARTICLE 14 **PERSONAL LEAVE**

Section 1. Full-time employees shall accrue paid personal leave in the following manner:

YEARS OF SERVICE	HOURS PER MONTH	HOURS PER YEAR
1-5	8	96
5-10	9	108
10-20	10	120
Over 20	11	132

Full-time officers shall accrue and be allowed to convert personal leave at a rate as defined in the City handbook. Accrued personal leave shall not exceed 240 hours at the end of a calendar year. The City has discretion to allow an employee to carry over additional personal leave.

Section 2. Employees requesting personal leave shall submit their requests to the Chief on the City's approved and designated forms. Personal leave may be taken only after approval by the Chief.

Section 3. Personal leave shall be charged in one (1) hour increments. Requests for personal leave in excess of eighty (80) hours in any calendar year must be approved by the Chief.

Section 4. Regular employees with accrued personal leave who resign voluntarily and give two weeks' notice of their resignations will be paid for their accrued personal leave at a rate of 100%.

Section 5. In the event an employee shall be on personal leave during a pay period, upon the recommendation of the Chief and approval by the City Manager, the employee may receive his or her paycheck for the pay period occurring while the employee is on personal leave prior to commencing personal leave.

ARTICLE 15
SICK LEAVE

Section 1. Sick leave may be granted for the following purposes and will run concurrent to FMLA, when applicable, with federal law provisions:

- A. Personal illness not connected with work or personal injury not connected with work that renders the employee unable to perform work.
- B. Medical, dental, optical or chiropractic examination or treatment.
- C. Exposure to a contagious disease that would endanger others.
- D. Injury or illness in the employee's immediate family. For purposes of this Article, "immediate family" is defined as spouse, off-spring, parents, siblings, and domestic partners. A "domestic partner" is defined as an adult individual who is residing with an employee in a romantic relationship and requires proof of cohabitation of one year or more.

Section 2. Full-time employees shall accrue at a rate defined in the City employee handbook. Sick leave credits shall not exceed 960 hours at the end of the calendar year.

YEARS OF SERVICE	HOURS PER MONTH	HOURS PER YEAR
1-5	8	96
5-10	9	108
10-20	10	120
Over 20	11	132

Section 3. Sick leave time shall be charged to the employee for the actual time the employee is away from work.

Section 4. To receive compensation while absent on sick leave, employees must notify the Chief or his designee, by the time limit established by the Chief. This provision may be waived by the City Manager if an employee submits evidence that it was impossible to give such notification.

Section 5. The use of sick leave for an immediate family member shall be limited to three (3) consecutive days, unless otherwise approved by the Chief.

Section 6. If an employee is on sick leave three (3) or more days within a thirty (30) day period, the Chief may request reasonable proof of the illness and/or a physician's certificate to verify the illness.

Section 7. Frequent claiming of benefits under this Article will constitute grounds for the Chief to reasonably assume that the physical condition of the employee is below the standard necessary for the proper performance of duties. The term "frequent" shall be defined as having three (3) separate incidences of unscheduled sick leave absence within a calendar month. Evidence of malingering or abuse of this benefit will constitute grounds for disciplinary action by either the Chief or the City Manager.

Section 8. Sick leave shall be used solely for the reasons set forth in Section 1 of this Article. An employee shall not accrue sick or personal leave credits while on any period of non-paid leave.

Section 9. A vested employee who separates from the City of Quincy shall be compensated for one-fourth (1/4) of his/her accumulated unused sick leave. An employee who retires may choose one of the following:

- A. Payment at straight time base rate of pay for one-fourth (1/4) of the sick leave balance.
- B. The employee may apply all or any portion of sick leave balance to family health care coverage under the City's health insurance plan, i.e. apply monetary value to their monthly payments.

Section 10. The City of Quincy Family Leave Policy provides eligible employees with the ability to care for their families and guarantee reinstatement when they return from the leave under specific circumstances. The eligible employee will be reinstated to either the position the employee held when they went on leave or an equivalent position with equivalent benefits, pay, and other terms and conditions of employment when they return to work from a Family Leave. Eligible employees may take up to twelve (12) weeks Family Leave within a 12-month period. Leave for birth, adoption, or foster care cannot be taken intermittently or on a reduced schedule unless the employer and the employee agree to do so.

Eligible employees are employees who have been employed by the City for at least twelve (12) months and who have worked at least 1,250 hours during the previous twelve (12) months.

Leave under the Family Leave policy will be granted for the following:

- Birth of a child and care of that child (leave option expires one year after birth)
- Adoption or foster care placement of a child (leave option expires one year after the event)
- Care of spouse, child, or parent with a serious health condition
- Employee's serious health condition which prevents him/her from performing job duties

Definitions under the Family Leave policy are as follows:

- **Child** - son or daughter who is the biological, adopted, or foster child, stepchild, legal ward, or child of a person who functions as parent who is either under 18 or who cannot care for himself/herself because of mental or physical disability.
- **Parent** - biological parent of an employee or someone who functioned as a parent to the employee when he/she was a child.
- **Spouse** - current husband or wife.
- **Serious Medical Condition** - an illness, injury or impairment, physical or mental condition requiring inpatient care or absences on a recurring basis for more than a few days for recovery or treatment. The term is not intended to cover short-term conditions or cosmetic treatments which are not medically necessary unless inpatient hospital care is required. Prenatal care and routine examinations are explicitly excluded.

Employees need to provide the Personnel Department with at least thirty (30) days written notice of intention to take Family Leave when the precipitating event is foreseeable such as a birth, adoption, or planned medical treatment. The City reserves the right to require the employee to obtain a physician's certification of the existence of a serious medical condition of the employee, spouse, parent or child. The City may, if not satisfied with the certification, at the City's expense require a second opinion. The City may pay for a third opinion if the first two conflict; however, the third opinion is binding on both parties. In the event thirty (30) days written notice of intention to take Family Leave is not possible due to an emergency, the City requests written notice to be submitted to the Personnel Department within two (2) days of the emergency. Family Leave may be denied if advance notices or medical certification requirements are not met. In the event the Family Leave was necessitated by a serious medical condition of the employee, the City requires a fitness for duty report from a medical provider before the employee may return to work.

The City requires employees to use any accrued sick leave before taking unpaid leave. Medical benefits under the City's group medical plan will continue through the duration of the Family Leave. In the event the employee has dependent coverage through the group medical plan, the employee is responsible to make timely payment of his/her share of the premiums. If the employee fails to return to work at the end of the Family Leave period and the reason for failing to return is not either the serious health condition of the spouse, child, parent, or employee, the City will proceed to recover the premium it paid for the employee while on Family Leave. Employees will not accrue Personal Leave or Sick Leave when on Family Leave.

ARTICLE 16 **FUNERAL LEAVE**

Section 1. Full-time permanent employees may be granted, with the approval of the Chief, a maximum of three (3) consecutive working days off with pay in the event of a death in the immediate family. For the purpose of funeral leave, immediate family includes all the above in addition to one's father-in-law, mother-in-law, grandmother, grandfather, brother-and sister-in-law, legal guardian or any relative living in the same household.

Section 2. *Immediate Family* is defined as the spouse, "off-spring," parents, and siblings.

Section 3. Any employee seeking approval for the taking of funeral leave shall submit a written statement to the Chief setting forth the full name of the deceased, place and date of death, and the relationship of the deceased to the employee.

ARTICLE 17 **OUTSIDE EMPLOYMENT**

Employees will submit in writing to the Chief any request for outside employment. Their request will detail the type of employment requested, the number of hours required, and the name and owners of the prospective secondary employer. If the Chief approves the outside employment, he/she will submit the request to the City Manager for final approval. All approved requests for outside employment will be valid for one year. However, no request for outside employment shall be unreasonably denied.

ARTICLE 18

HOSPITALIZATION

Section 1. The City agrees to pay one hundred percent (100%) of individual coverage for the employee and **the percentage equal to that of non-union employees** for dependent coverage. However, if the premium for dependent coverage increases by more than fifteen percent (15%) of the current cost, this Article shall be subject to immediate renegotiation with P.B.A.

Section 2. The City agrees to continue payment of one hundred percent (100%) of the cost of life insurance on employees covered by this Agreement.

Section 3. The City agrees to provide each employee with a long-term disability insurance policy. This provision applies only to employees who have been employed by the City continuously for at least three (3) months.

ARTICLE 19

ALLOWANCES

Section 1. The City shall purchase for each employee who does not already own one, a Rogers Boss Style Holster, or an approved equivalent that allows for maximum weapon retention by the employee. The City agrees to furnish other required leather equipment for all employees hired subsequent to this Agreement if the employees do not own the required leather. Upon the recommendation of the Chief, the City will replace leather equipment as needed for all employees if required due to normal wear and tear. Employees are required to take reasonable measures to maintain the leather equipment. Upon termination from City employment, the employee shall return to the City all leather and other equipment and clothing furnished by the City.

Section 2. Uniforms which are damaged as the result of an employment function or which are extremely worn through normal wear or tear shall be replaced within a reasonable period of time. The City will provide for the cleaning of uniforms for Patrol Division officers and on-duty civilian clothes for Criminal Investigation Division employees in the bargaining unit at no cost to the employees on a bi-weekly basis. Cleaning of civilian type clothing for Non CID personnel must be pre-approved by the Chief or his designee.

Section 3. The Chief shall select and approve for duty-wear, a windbreaker-style jacket that may be purchased by the employee at the employee's discretion. The City shall provide appropriate patches at no cost to the employee.

Section 4. To the extent not covered by Workers' Compensation, the City shall reimburse an employee for eye glasses and watches that are lost, damaged or destroyed in the line of duty, except through employee negligence as determined by the Chief or his designee. The amount of the reimbursement for any one item shall not exceed \$100.00. In addition, the City shall fully reimburse an employee for the in-line-of duty loss, damage or destruction of any personal item used by the employee with the written permission of the Chief or his designee, unless the loss, damage or destruction was through employee negligence as determined by the Chief or his designee.

Section 5. Investigators assigned to the Criminal Investigation Division will receive a yearly allowance to purchase appropriate civilian clothing in the amount \$400.00.

Section 6. The City will implement a Take Home Vehicle Program based upon the availability of vehicles for those bargaining unit members who reside in the City of Quincy for the duration of the contract period.

Section 7. The City will provide cellular phones for those bargaining unit members who are on duty.

ARTICLE 20 **PROMOTIONS**

Section 1. When a vacancy or new position for the rank of Sergeant becomes available, interested persons shall fill out an application furnished by the City, which shall include a resume.

- A. Two (2) years' experience as a certified officer with the Quincy Police Department shall be required before an application is accepted for the position of Sergeant. An applicant who is not a current Quincy Police Department employee shall be required to have a minimum of four (4) years' experience as a certified officer.
- B. Three (3) years' experience as a certified officer with the Quincy Police Department including one (1) year of supervisory experience shall be required before an application is accepted for the position of Lieutenant. An applicant who is not a current Quincy Police Department employee shall be required to have a minimum of five (5) years' experience as a certified officer, including three (3) years of supervisory experience, preferably in law enforcement.
- C. Competitive promotional examinations prepared or selected by the Chief or his designee designed to measure an applicant's fitness for promotion will be given to all applicants.
- D. Applicants selected for promotion will be selected by the Chief and approved by the City Manager. In selecting an applicant for promotion, the Chief will take into consideration all other factors deemed important and the following criteria: written examination scores, applicant's time of service and training, applicant's yearly evaluation, oral board scores, and physical assessment test. The Chief is not obligated to promote the applicant receiving the highest scores in these six (6) areas if, in the opinion of the Chief, other factors indicate another applicant should be promoted. Where qualifications are essentially equal, preference will be given to City employees. The Chief or his designee will explain to any applicant not promoted the reasons the applicant was not selected, if he/she requests and explanation.
- E. Oral boards will be composed of three (3) law enforcement supervisors selected by the Chief and holding the rank of Sergeant or above. Oral board questions will be the same for each applicant, and shall be designated to measure an applicant's fitness for promotion.
- F. Promotional candidates must submit to a urinalysis test and a psychological exam.

ARTICLE 21
POLITICAL ACTIVITIES

Section 1. No employee shall seek election or appointment to a public office which is currently held by an individual who has the authority to appoint, employ, promote, or otherwise supervise the employee, where that individual has qualified to seek re-election or reappointment in that office, unless the employee resigns from his or her City employment.

Section 2. No employee shall:

- A. Use his or her official authority or influence for the purpose of interfering with an election or a nomination of office or coercing or influencing another person's vote or affecting the result thereof;
- B. Directly or indirectly coerce or attempt to coerce, command, or advise any other officer or employee to pay, lend, or contribute any part of his or her salary, or any money, or anything else of value to any party, committee, organization, agency, or person for political purposes;
- C. Directly or indirectly coerce or attempt to coerce, command, and advise any such officer or employee as to where he or she might purchase commodities or to interfere in any other way with the personal right of said officer or employee.

Section 3. No employee shall take any active part in political management or political campaigns in an election for Mayor or Commissioner of the City of Quincy, Florida while on duty.

Section 4. No employee shall solicit, orally or by letter, contributions or services for any political party or candidate from any employee during his or her hours of duty, service, or work within the City.

Section 5. Nothing in this Article shall be construed to restrict the right of any employee to hold membership in and support a political party, to vote as he or she chooses, to express opinions on all political subjects and candidates, to maintain political neutrality, to attend political meetings after working hours, or to campaign actively during off-duty hours in all areas of political activity.

ARTICLE 22
HOURS OF WORK AND OVERTIME

Section 1. The work day for each full-time employee assigned on the eight (8) hour shift schedule shall be defined as any time worked in a twenty-four (24) hour period in normally scheduled eight (8) hour shifts.

The work day for each full-time employee assigned on the ten (10) hour shift schedule shall be defined as any time worked in a twenty-four (24) hour period in normally scheduled ten (10) hour shifts.

The work day for each full-time employee assigned on the twelve (12) hour shift schedule shall be defined as any time worked in a twenty-four (24) hour period in normally scheduled twelve (12) hour shifts.

Section 2. Personnel assigned to the eight (8) hour shift schedule who work in excess of eight (8) hours in a work day, shall be paid in accordance with the Federal Labor Standards Act guidelines. Personnel assigned to the ten (10) hour shift schedule who work in excess of ten (10) hours in a work day shall be paid in accordance with the Federal Labor Standards Act guidelines. Regardless of shift schedule, this excludes the ten (10) minute check on period. Personnel assigned to the twelve (12) hour shift schedule who work in excess of twelve (12) hours in a work day, shall be paid in accordance with the Federal Labor Standards Act guidelines. Personnel assigned to twelve (12) hour shift schedule shall be paid straight time for the additional four (4) hours in excess of eighty (80) hours for a total of eighty-four (84) hours per pay cycle.

Section 3. An employee's assigned shift will not be involuntarily changed or altered to avoid payment of earned overtime. Prior to a change in shift assignment, Management will provide a fourteen (14) day notice.

Section 4. Call back.

- A.** *Call back* is defined as the assignment of an off-duty officer to duty when the City has more than four (4) hours' notice of the need to make the assignment. Call back assignments shall be made from the voluntary call back list maintained by the Police Department. Employees may sign up for voluntary call back on an annual basis at the beginning of each fiscal year.
- B.** *Emergency call back* is defined as the assignment of an off-duty employee to duty when the City has less than four (4) hours' notice of the need to make the assignment. Emergency call back may be made from any list at any time as deemed necessary by the supervisor on duty.

Section 5. If an employee is subpoenaed to appear as a witness in a job-related court case, the employee shall receive pay at time and one-half the employee's hourly base rate for the actual time the employee is in Court; provided, however, that the employee shall receive a minimum of one (1) hour pay at time and one half if the employee is subpoenaed to appear and appears during off-duty time that is not contiguous to the employee's work day.

Section 6. In the event an employee assigned to Police Operations is required to be on-call outside of his regular shift and mandated to respond, he shall be paid on the following basis:

<u>DAY</u>	<u>AMOUNT</u>
Weekday	\$15.00
Saturday or Sunday	\$25.00
Observed Holiday	\$25.00

Section 7. During the spring of each year, time goes forward one hour and during the fall of each year time goes backward one hour. During these two periods, personnel assigned to eight (8) hour shifts who work more than eight (8) hours will receive overtime and any employee who works less than eight (8) hours will be charged for the appropriate time. Personnel assigned to the ten (10) hour shift who work more than ten (10) hours will receive overtime and any employee who works less than ten (10) hours will be charged for the appropriate time. Personnel assigned to the twelve (12) hour shift who work more than twelve (12) hours will receive overtime and any employee who works less than twelve (12) hours will be charged for the appropriate time.

ARTICLE 23
WAGES

Section 1 Wage Adjustments

Retroactive to **October 1, 2021**, the following wage adjustments shall be implemented as described below. Current bargaining unit employees shall have their salaries adjusted as set forth on Appendix C, which is incorporated herein by reference.

1. The starting salary for a certified police officer of the City shall be **\$39,500** with an hourly rate of **18.99**. **The annual salary of a police officer working 2080 hours shall be a minimum of \$32,500-. (Remove)**. The annual salary of a police officer working 2184 hours shall be a minimum of **\$41,475**. **It is the intent of the City and P.B.A. that police officers at the current minimum salary shall receive an eight and four tenths percent (8.4%) increase in their annual salary (Remove)**.
2. The salary adjustment of all other bargaining unit employees earning in excess of the current minimum salary shall receive a four percent (4%) increase in their annual salary.

Section 2 Salary Bonus

Retroactive to October 1, 2015, eligible bargaining unit employees and newly hired officers shall receive the following, one-time retention bonuses as shown below:

Completion of two (2) years of service:	\$2,000.00
Completion of three (3) years of service:	\$1,000.00

Those current bargaining unit employees eligible for a retention bonus are reflected on Appendix and shall receive the bonus upon ratification of the agreement.

Section 3. Fiscal Year **2022-2023 and 2023-2024**

Unless otherwise mutually agreed by the City and P.B.A., the wage rates and annual salary adjustments for fiscal year **2022-2023 and 2023-2024 shall be one step higher than the previous year or o less than 3% if the exceed the steps within the step plan.**

Section 4. Pending Grievance

Upon notification of the agreement by the City and P.B.A., the P.B.A. shall withdraw the pending contractual grievance relating to implementation of the 2014-2015 wage agreement of the parties. The pay increases provided for in Section 1 and 2 shall be considered as resolution of said grievance.

Section 5. Direct Deposit

Upon full ratification of this Agreement by both parties, the P.B.A. agrees that all current and new members will allow the City to make wage and leave payout payments through direct deposit.

Section 6. For promotional increases, employees will be raised to the minimum of the new salary grade. However, in no case will the newly promoted employee receive less than a five (5%) percent increase.

Section 7. Employees assigned to the Police Department, who are also assigned as a Field Training Officer (FTO) shall receive a salary supplement at the rate of one (1) hour overtime per day while acting as an FTO provided appropriate documentation is completed.

ARTICLE 24 **PERSONAL LEAVE DAY**

The Chief or his designee has the discretion to place an employee on leave with pay for the remainder of his scheduled shift when, in the opinion of the Chief or his designee, it is warranted due to stress produced by job duties and responsibilities for the City.

ARTICLE 25 **PROBATIONARY PERIOD**

The probationary period for a new employee shall be for a period of twelve (12) months from the first day of work for the employee. The probationary period for an employee who has received a promotion shall be for a period of three (3) months from the first day of work for the employee. The probationary period for a promotional employee may be extended at the written direction of the Chief for an additional period of up to three (3) months. Employees who have completed the probationary periods described above shall be considered in permanent status.

ARTICLE 26 **MAINTENANCE of CONDITIONS**

All pay and benefit provisions, work rules, regulations, policies and procedures of the City and the Police Department in effect prior to the effective date of this Agreement and which are not specifically provided for or modified by this Agreement shall continue in effect during the terms of this Agreement.

ARTICLE 27 **SEVERABILITY CLAUSE**

Section 1. If any Article or Section of this Agreement should be found invalid, unlawful or not enforceable by reason of any existing or subsequently enacted legislation or by judicial authority, all other Articles and Sections of this Agreement shall remain in full force and effect for the duration of this Agreement.

Section 2. In the event of invalidation of any article or section, both the City and the P.B.A. agree to meet within thirty (30) days of such determination for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE 28 **RETIREMENT**

Section 1. Employees enrolled in the Police and Fire Pension Plan will utilize rules of the P/F Pension Plan when determining retirement. All other employees will utilize the retirement as allowed in the City's employee handbook.

Section 2. The City Commission will review the City employees' Pension Plan on an annual basis and the plan will be funded at twelve percent (12%) of the covered payroll

Section 3. The following are the minimum retirement ages:

- A. *Regular Retirement*, at age 62 with ten (10) years' service.
- B. *Early Retirement*, at age 55 with fifteen (15) years' service.
- C. 25 Years of service at any age.

Section 4. The City and members of the P.B.A. shall form a committee to discuss any changes to the current retirement system.

ARTICLE 29 **CONSULTATION**

The Chief and/or his designated representatives may meet periodically with up to three (3) P.B.A. representatives to discuss City law enforcement activities related to matters that are not covered by this Agreement and to discuss questions relating to implementation of this Agreement.

ARTICLE 30 **RESIDENCY REQUIREMENTS**

Section 1. All employees employed prior to January 1987, currently living outside the ten (10) mile radius but inside the twenty-three (23) mile radius, may for the life of their employment reside within a thirty (30) mile radius of the Police Department.

Section 2. Except as provided in Section 1, law enforcement officers must reside within a thirty (30) mile radius of the Police Department as determined by a global positioning device, per the straight line method.

ARTICLE 31 **NEGOTIATIONS**

Section 1. The Association agrees that all collective bargaining is to be conducted at the City Manager's level with City representatives designated for that purpose by the City Manager. There shall be no negotiations by the Association at any other level of City government.

Section 2. The Association may designate two (2) employees to serve on its negotiating team to negotiate a successor collective bargaining agreement. If the employees are scheduled to be on duty for any or all of a negotiating session, one of the employees may be granted leave with pay for the time the employee is scheduled to be on duty so long as the employee's absence does not create a manpower shortage in the employee's shift that requires the City to add personnel to the shift at the City's expense.

ARTICLE 32
DEATH BENEFIT

In the event of the death of an officer in the line of duty, the City will pay the officer's beneficiary all accrued unused personal and holiday leave at one-hundred (100%) percent of value.

ARTICLE 33
TERM of AGREEMENT

This Agreement with the exception of Article 23 Wages, shall be retroactive to October 1, 2021 and shall continue in place until September 30, 2024. It shall not be subject to renegotiation during its term except with the mutual agreement of the City and PBA.

APPENDIX A
GRIEVANCE FACT SHEET

Employee _____

Department _____

Badge # _____ Shift _____ Date of Grievance _____

Contract Clause involved _____

Other _____

Supervisor
Involved _____

Witness(es) _____

STATEMENT OF FACTS:

(1) Employee's Version:

Member's _____ Signature _____
Date _____

(2) Grievance Representative's Investigation:

Settlement Desires:

Make three copies

Grievance _____ Representative _____
Date _____

APPENDIX B
PHYSICAL FITNESS GUIDELINES

As set out in the P.A.T. Test as established by FDLE

APPENDIX C
City of Quincy Police Department
Salary Adjustment per Article 23-Wages
Contract Year 2021-2024

<u>ID Number</u>	<u>Job Title</u>	<u>Hourly Rate</u>	<u>New Salary</u>
600	Lieutenant	\$31.26	\$68,268
899	Lieutenant	\$29.46	\$64,349
951	Lieutenant	\$28.61	\$62,475
859	Sergeant	\$26.00	\$56,795
1584	Sergeant	\$24.51	\$53,534
1274	Sergeant	\$23.80	\$51,975
1549	Sergeant	\$23.80	\$51,975
1592	Investigator	\$20.15	\$44,001
1693	Investigator	\$19.56	\$42,719
1737	Investigator	\$18.99	\$41,475
1007	Officer	\$21.37	\$46,681
1639	Officer	\$19.56	\$42,719
1702	Officer	\$19.56	\$42,719
1716	Officer	\$19.56	\$42,719
1740	Officer	\$18.99	\$41,475
1742	Officer	\$18.99	\$41,475
1745	Officer	\$18.99	\$41,475
1750	Officer	\$18.99	\$41,475
1751	Officer	\$18.99	\$41,475
1752	Officer	\$18.99	\$41,475
1778	Officer	\$18.99	\$41,475
1792	Officer	\$18.99	\$41,475
Vacant	Officer	\$18.99	\$41,475
Vacant	Officer	\$18.99	\$41,475
Vacant	Officer	\$18.99	\$41,475

Quincy Police Department
Step Pay Plan

Officer	Step 1	Step 2	Step 3	Step 4	Step 5
Pay	\$39,500	\$40,685	\$41,906	\$43,163	\$44,458
Sergeant	\$49,500	\$50,985	\$52,515	\$54,090	\$55,713
Pay					
Lieutenant	\$59,500	\$61,285	\$63,124	\$65,017	\$66,968
Pay					

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the dates set forth below.

FOR THE CITY OF QUINCY, FL

Ronte R. Harris – Mayor

Date

Dr. Beverly A. Nash – Interim City Manager

Date

ATTEST:

By _____
Clerk of the City of Quincy, and
Clerk of the City Commission

EXECUTED this ____ day of _____, 2022

Approved as to Form

City Attorney

FOR THE FLORIDA P.B.A.

Harold Barber – Unit Representative

Date

Big Bend President

Date

Stephanie Dobson Webster, General Counsel

Date

**CITY OF QUINCY, FLORIDA
CITY COMMISSION
AGENDA REQUEST**

Date of Meeting: January 11, 2022

Date Submitted: January 4, 2022

To: Honorable Mayor and Members of the City Commission

From: Dr. Beverly Nash, Ph.D., Interim City Manager
Charles J. Hayes, Interim Director, Building and Planning Department

Subject: Status Report: Invoices for Christmas Decorations (unbudgeted/unfunded) – Authorized under the Leadership and Management of Former City Manager, Jack L. McLean Jr.

Statement of Issue:

Research states that putting up holiday decorations can help lift our spirits and help us cope with the woes and emotions of dealing with the pandemic. The pandemic caused so much anxiety and uncertainty in our lives, engaging in traditions both old and new can improve our well-being and bring back some cheer. Staff based on the request of a commissioner who recognized a need to bring joy to the community and under staff's directive by management, a committee was formed.

The Committee came together in November 2021 to discuss possible activities for the upcoming Christmas season. The committee consisted of staff members, staff from Gadsden County Board of County Commission, Quincy Main Street, Commissioner Bass-Prieto, and some local citizens.

Gadsden County Tourist Development Council (TDC) agreed to pay half the cost of the Christmas decorations. No formal paperwork of this agreement was produced and has been found. Two invoices and purchases for decorations in the **total amount of \$15,960.00 were processed**. Based on discussions, the portion to be the City of Quincy's **amount was \$7,980.00 in partnership with TDC**. A purchase orders was issued on Nov 5th for both invoices. These invoices have not been paid and were not on the radar of the Finance Department and are considered unfunded/unbudgeted expenditures. In addition, staff is unsure

if the TDC has forwarded the amount that was agreed upon (verbally) to the City of Quincy.

Conclusion/Recommendations

Staff's recommendation is to authorized payment in stated amounts and provide follow-up with TDC for their agreed upon (shared) amount.

General Recommendation: Moving forward - all committees will need to provide a detailed plan and information about the potential use of City of Quincy's funds and a budget that is associated with the activities. **The information should be coordinated with the Finance Department and the City Manager's Office prior to any obligation of funds.** Prior approval is necessary.

No committee or individual should expend City of Quincy's fund without proper authorization.

GL Number: _____

Options:

- Option 1: Approve payment of bills.
- Option 2. Deny payment of bills.
- Option 3. Provide direction to staff from City Commission

Staff Recommendation:

Option 1

Attachments:

1. Purchase orders and invoices from Holiday Outdoor Décor (Clarks Outdoor Décor)
2. Email Communication to Mr. Hayes regarding issue.



CITY OF QUINCY

404 W JEFFERSON ST
QUINCY FL 32351-2328

MODIFIED 11.05.2021

PURCHASE ORDER: 225713

Page: 1 of 1

***** VENDOR *****

RILEIGHS OUTDOORS LLC
PO BOX 4365
BETHLEHEM PA 18018

***** DELIVER TO *****

CITY OF QUINCY
404 W JEFFERSON ST
QUINCY FL 32351-2328

Ordered	Due By	Ship Via	FOB	Terms	Customer No	By
11.05.2021	12.05.2021			NET 30		VPERKINS

Requisition No	Vendor No	Vendor Phone	Vendor Fax	Vendor Contact
GS001796	147294-1			

No	Quantity	U/M	Description	Unit Price	Extended	G/L Account
1	1.00	EA	ASST Traditional Pole Mount Decorations	7,380.0000	7,380.00	403-591-531-30491
2	1.00	EA	Delivery Fee	600.0000	600.00	403-591-531-30491
				** TOTAL **	7,980.00	

VENDOR INSTRUCTIONS:

SPECIAL INSTRUCTIONS:

- MAIL INVOICES TO: CITY OF QUINCY
ATTN: ACCOUNTS PAYABLE
404 W JEFFERSON ST
QUINCY FL 32351
- INVOICES AND PACKAGES MUST BEAR THE P.O. NO. ABOVE.
- PURCHASES MAY NOT EXCEED THE TOTAL AMOUNT OF THIS ORDER WITHOUT PRIOR APPROVAL BY THE CITY MANAGER
- ACCEPTANCE OF THIS ORDER INCLUDES ACCEPTANCE OF ALL TERMS, PRICES, DELIVERY INSTRUCTIONS, SPECIFICATIONS AND CONDITIONS.
- STATE TAX EXEMPT#: 30-10-005051-54C EIN: 59-6000416
- IF YOU HAVE QUESTIONS, PLEASE CALL 850/618-0030.


City Manager

QUOTE



Clarks Outdoor Decor

Company Address PO Box 4365
Bethlehem, Pennsylvania 18018
United States

Created Date 11/3/2021
Expiration Date 12/31/2021
Quote Number 00005208

Prepared By Jasmin Zuhr
Email jzuhr@holidayoutdoordecor.com

Contact Name Charles Hayes
Phone 18507284394
Email chayas@myquincy.net

Bill To Name City of Quincy Florida
Bill To 404 W Jefferson St
Quincy, Florida 32351
United States

Ship To Name City of Quincy Florida
Ship To 404 Jefferson Street
Quincy, Florida 32351
United States

PO # TBD
HTH Referral

Product Code	Product	Line Item Description	Sales Price	Quantity	Total Price
LEASE	Annual Lease	ASST Traditional Pole Mount Decorations	\$205.00	36.00	\$7,380.00
DELIVERY-FEE	Delivery Fee	Truck/ Fuel/ Labor Delivery/ Pick up \$600 each way	\$800.00	1.00	\$800.00

• ACTUAL SHIPPING COSTS WILL BE ADDED ONCE THEY ARE KNOWN

Subtotal \$7,980.00
Total Price \$7,980.00
Grand Total \$7,980.00

403-591-531-30491

~~301-007-519-30491~~

- 20% Restocking fee on all returns
- No returns without proper authorization
- Custom Items are NOT returnable

- Payment Terms: Net 30 days
- After 30 days a monthly interest charge of 1.5% will be added on past due accounts (18% APR)
- 3% processing fee for credit card payments

QUOTE ACCEPTANCE INFORMATION

Signature: _____

Name: _____

Title: _____



CITY OF QUINCY

404 W JEFFERSON ST
QUINCY FL 32351-2328

MODIFIED 11.05.2021

PURCHASE ORDER: 225714

Page: 1 of 1

***** VENDOR *****

**RILEIGHS OUTDOORS LLC
PO BOX 4365
BETHLEHEM PA 18018**

***** DELIVER TO *****

**CITY OF QUINCY
404 W JEFFERSON ST
QUINCY FL 32351-2328**

Ordered	Due By	Shp Via	FOB	Terms	Customer No	By
11.05.2021	12.05.2021			NET 30		VPERKINS

Requisition No	Vendor No	Vendor Phone	Vendor Fax	Vendor Contact
GS001795	147294-1			

No	Quantity	U/M	Description	Unit Price	Extended	G/L Account
1	1.00	EA	ASST Traditional Pole Mount Decorations	7,380.0000	7,380.00	001-001-519-30491
2	1.00	ea	Delivery Fee	600.0000	600.00	001-001-519-30491
				** TOTAL **	7,980.00	

VENDOR INSTRUCTIONS:

SPECIAL INSTRUCTIONS:

- MAIL INVOICES TO: CITY OF QUINCY
ATTN: ACCOUNTS PAYABLE
404 W JEFFERSON ST
QUINCY FL 32351
- INVOICES AND PACKAGES MUST BEAR THE P.O. NO. ABOVE.
- PURCHASES MAY NOT EXCEED THE TOTAL AMOUNT OF THIS ORDER WITHOUT PRIOR APPROVAL BY THE CITY MANAGER
- ACCEPTANCE OF THIS ORDER INCLUDES ACCEPTANCE OF ALL TERMS, PRICES, DELIVERY INSTRUCTIONS, SPECIFICATIONS AND CONDITIONS.
- STATE TAX EXEMPT#: 30-10-005051-54C EIN: 59-6000418
- IF YOU HAVE QUESTIONS, PLEASE CALL 850/618-0030.


City Manager

QUOTE



Clarks Outdoor Decor

Company Address PO Box 4365
Bethlehem, Pennsylvania 18018
United States

Created Date 11/3/2021
Expiration Date 12/31/2021
Quote Number 00005235

Prepared By Jasmin Zuhr
Email jzuhr@holidayoutdoordecor.com

Bill To Name City of Quincy Florida
Bill To 404 W Jefferson St
Quincy, Florida 32351
United States

Ship To Name City of Quincy Florida
Ship To 404 Jefferson Street
Quincy, Florida 32351
United States

PO # TBD

HTH Referral

Product Code	Product	Line Item Description	Sales Price	Quantity	Total Price
LEASE	Annual Lease	ASST Traditional Pole Mount Decorations	\$205.00	36.00	\$7,380.00
DELIVERY-FEE	Delivery Fee	Truck/Fuel/ Labor/ Delivery	\$600.00	1.00	\$600.00

* ACTUAL SHIPPING COSTS WILL BE ADDED ONCE THEY ARE KNOWN

Subtotal \$7,980.00
Total Price \$7,980.00
Grand Total \$7,980.00

001-001-519-3049,

- 20% Restocking fee on all returns
- No returns without proper authorization
- Custom Items are NOT returnable

- Payment Terms: Net 30 days
- After 30 days a monthly interest charge of 1.5% will be added on past due accounts (18% APR)
- 3% processing fee for credit card payments

QUOTE ACCEPTANCE INFORMATION

Signature: _____

Name: _____

Title: _____

Beverly Nash

From: Beverly Nash
Sent: Thursday, December 30, 2021 1:05 PM
To: Charles Hayes
Cc: Marcia Carty
Subject: FW: Clarks Holiday Decor proposal

Mr. Hayes,

Please explain. . . see below.

Thanks,

Dr. Beverly A. Nash, Ph.D.

From: Marcia Carty
Sent: Thursday, December 30, 2021 12:55 PM
To: Beverly Nash <bnash@myquincy.net>; Charles Hayes <chayes@myquincy.net>
Subject: RE: Clarks Holiday Decor proposal

Question – is the \$15,960 for two years? Where is the purchase order?

From: Beverly Nash
Sent: Wednesday, December 29, 2021 5:05 PM
To: Charles Hayes <chayes@myquincy.net>
Cc: Marcia Carty <mcarty@myquincy.net>
Subject: RE: Clarks Holiday Decor proposal

No do not want to do this again . . . need to seek out ALL options. . . If the county is paying an amount, what is the City of quincy's amount and corrected invoice. . . For that amount, they need to be bringing a band. . .as well, with everything else.

We need to outline a whole plan for the holidays . . .starting now, so that we will be fully ready come November 2022. This one vendor will not work for me. . .

Thanks,

Dr. Beverly A. Nash, Ph.D.

From: Charles Hayes
Sent: Wednesday, December 29, 2021 5:00 PM
To: Beverly Nash <bnash@myquincy.net>
Subject: RE: Clarks Holiday Decor proposal

There is no transaction I was asking do you want to consider doing this, we lease the ornaments that are on the poles this year. I was asking if you wanted to do so again next year, I would prepare a Agenda Item. The County paid for half and we paid the balance

From: Beverly Nash <bnash@myquincy.net>
Sent: Wednesday, December 29, 2021 4:51 PM

To: Charles Hayes <chayes@myquincy.net>

Subject: RE: Clarks Holiday Decor proposal

Hello,

Please explain. . . the amount is over my signatory amount. . . must go to board for approval. So, what are we paying for? Need paperwork for this transaction.

Dr. Beverly A. Nash, Ph.D.

From: Charles Hayes

Sent: Wednesday, December 29, 2021 4:37 PM

To: Beverly Nash <bnash@myquincy.net>

Subject: FW: Clarks Holiday Decor proposal

Attached is an invoice for the Christmas Ornaments that are on the poles. Clarks Outdoor Décor would like to know if we will be leasing the ornaments again next year, if so, it was stated that we could keep the brackets used to hang them which would save us man hours.

If we will be using them again next year they would like to lock in the listed price (See invoice). Your input on this matter would be appreciated.

Thanks
Charles

From: Jasmin Zuhr <jzuhr@holidayoutdoordecor.com>

Sent: Wednesday, December 29, 2021 2:42 PM

To: Charles Hayes <chayes@myquincy.net>

Subject: Clarks Holiday Decor proposal

Hello Charles,

It was great to speak with you. Let me know when you take down the decorations and the address to pick them up and we will put you on the schedule.

I've attached the proposal we spoke about. It benefits you in two ways- you can leave the brackets up so it will be easier on your team to install in November, and it locks in the price.

I added the two invoices together, but of course we can break in half for your accounting if needed. Let me know if you have any questions.

Happy New Year,

Jasmin

**CITY OF QUINCY, FLORIDA
CITY COMMISSION
AGENDA REQUEST**

Date of Meeting: January 11, 2022

Date Submitted: January 5, 2022

To: Honorable Mayor and Members of the City Commission

From: Dr. Beverly Nash, Interim City Manager
Charles J. Hayes, Interim Director, Building and
Planning Department

Subject: Anti-Crime Prevention Grants (Final Round)

Statement of Issue/Justification:

This represents the final round of funding for the Anti-Crime Prevention/Family-Based Prevention/Community Programs to reduce gang activity and gun violence in the City of Quincy. Staff developed a process for approval of funding for non-profits 501(c) 3 organizations, local governments, and school districts to participate who serve Gadsden County. The amount of the individual grant is not to exceed \$10,000. **The total available funds remaining to disperse is \$18,000.**

Background:

The Anti-Crime Prevention/Family-Based Prevention/Community Program application packet is a seed grant up to a maximum of \$10,000 with a match of 25% developed in 2021. Per requirements, the match can be in-kind. Applications were submitted and reviewed by the staff and a selected committee. The committee consisted four individuals who reviewed and scored the applications according to the attached agreed upon rubric.

The committee met and discussed each application and individual impact and benefit to the City of Quincy and Gadsden County. Scores were tallied and provided.

The application deadline for the final round was November 19, 2021, only three applications met the established deadline, and as directed, the committed re-scored the two previous applications.

Conclusion/Results of Application Review and Scoring Process:

1. Closing The Achievement Gap, Incorporated, (CTAG)

- a. Met the qualification in accordance with the guidelines of the grant. The target group are the youth of Gadsden County Generation Z from Carter Parramore Academy, Gadsden County High, Stewart Street Elementary and James A. Shanks Middle Schools.
- b. Will provide life coaching to be able to address struggles and trauma in order to reduce violence and crime.

2. Gadsden County Men of Action

- a. Received funding previously.
- b. The target group are at-risk youth throughout Gadsden County.
- c. Programmatic plans are to invite the youth to an after-school enrichment program with activities that work. In addition, the participants will be individuals referred by the courts. The project will provide a conflict resolution and goal setting curriculum.

3. Boys that Skate

- a. The project will be a mentoring program for young men designed for gang violence avoidance by encouraging individuals through skating, promoting social skills and making friends. It is the project's belief that skating is great way to defuse aggression that may lead to violence.

In accordance with full disclosure, all applications and proposals can be viewed or obtained in their entirety, including scoring rubric by making a request with the Building and Planning Department, Mr. Charles Hayes.

Options:

Option 1: Approve recommended funding for the said organizations at the levels indicated by staff and in accordance with rubric.

Option 2: Deny funding for the said organization at the levels indicated by staff.

Option 3: Provide direction from Commission to staff.

Staff Recommendation:

Option 1

Attachment:

Anti-Crime Prevention Grants – Proposal Scores – Final Round

**ANTI-CRIME PREVENTION GRANTS
PROPOSAL SCORES - FINAL ROUND**

ORGANIZATION	SCORES				Average Score	Requested Funding	Recommended Funding
	REVIEWER 1	REVIEWER 2	REVIEWER 3	REVIEWER 4			
Closing the Gap	4.15	8	8.5		5.1625	\$ 10,000.00	\$ 5,000.00
Men of Action	5.95	5.85	6.2		4.5	\$ 10,000.00	\$ 3,300.00
Boys that Skate (BTS)	4.95	4.9	8		4.4625	\$ 10,000.00	\$ 3,300.00
						Total Funding	\$ 11,600.00
						Remaining Balance	\$ 6,400.00
* Herz 2 Yourz	6.2	5.7	6		4.475	\$ 10,000.00	Received 11/23/2021
* ARTS	4.65	7.85	8.5		5.25	\$ 10,000.00	Received 12/3/2021
* Melanin Mothers Meet (M3)	5	6.5	7		4.625	\$ 10,000.00	Received 12/3/2021

* Did not meet application deadline

Score between 2 (lowest) and 9 (highest)

No funding for score less than 4

Score between 4 and 5 to secure 33% of requested funding

Score between 5.1 and 6.9 to secure 50% of requested funding

Score between 7 and 8 to secure 75% of requested funding

Score between 8.1 and 9 to secure 100% of requested funding

**CITY OF QUINCY, FLORIDA
CITY COMMISSION
AGENDA REQUEST**

Date of Meeting: January 11, 2022

Date Submitted: January 4, 2022

To: Honorable Mayor and Members of the City Commission

From: Dr. Beverly Nash, Ph.D., Interim City Manager
Charles J. Hayes Interim Building and Planning
Director

Subject: Request for Voluntary Annexation of Blue Star Highway

Statement of Issue:

This is a request for voluntary annexation into the City of Quincy, which includes Stones Home Center, 18785 Blue Star Hwy, Quincy, Florida. Per Section 171.044, Florida Statutes (FS), "the owner of real property in an unincorporated area of a county which is contiguous to the municipality and reasonably compact may petition the governing body of the said municipality that said property be annexed to the municipality". The proposed annexation area is compact and contiguous to the City's western boundary on Jefferson Street, and it complies with State Law. The City's staff recommends that the City Commission approve the request to annex this property into the City of Quincy.

Voluntary Annexation Requirement: The proposed annexation meets the State's three requirements for voluntary annexation listed in Section 171.044, FS; because 1) the subject area is contiguous to the City's boundary, 2) it is compact, and 3) the annexation shall not result in the creation of an enclave.

Property Description:

The subject site for annexation involves a 1.3-acre property (Parcel ID – 3-10-2N-4W-0000-00212-0500 located on Blue Star Highway.

Why is the Annexation Necessary?

To continue to grow, the City will need to expand its boundaries to include previously unincorporated properties. The haphazard annexation of territory

without a plan can lead to inefficient service delivery, thereby causing residents to pay more for the services they receive. It is vital for any annexation to be in the best interest of both the City and the property owner. It is more beneficial to all if annexation, like any growth, is accomplished according to a well-conceived plan. The City desires to annex those future areas it can efficiently and naturally service. The proposed annexation area will expand the City's boundary further to the west.

Conclusion:

The City's staff recommends that the proposed annexation is in the best interest of the City of Quincy. In view of this, the City's staff is requesting the City Commission to approve this proposed voluntary annexation petition and authorize staff to prepare Ordinance for annexation for first reading after proper notification.

Options:

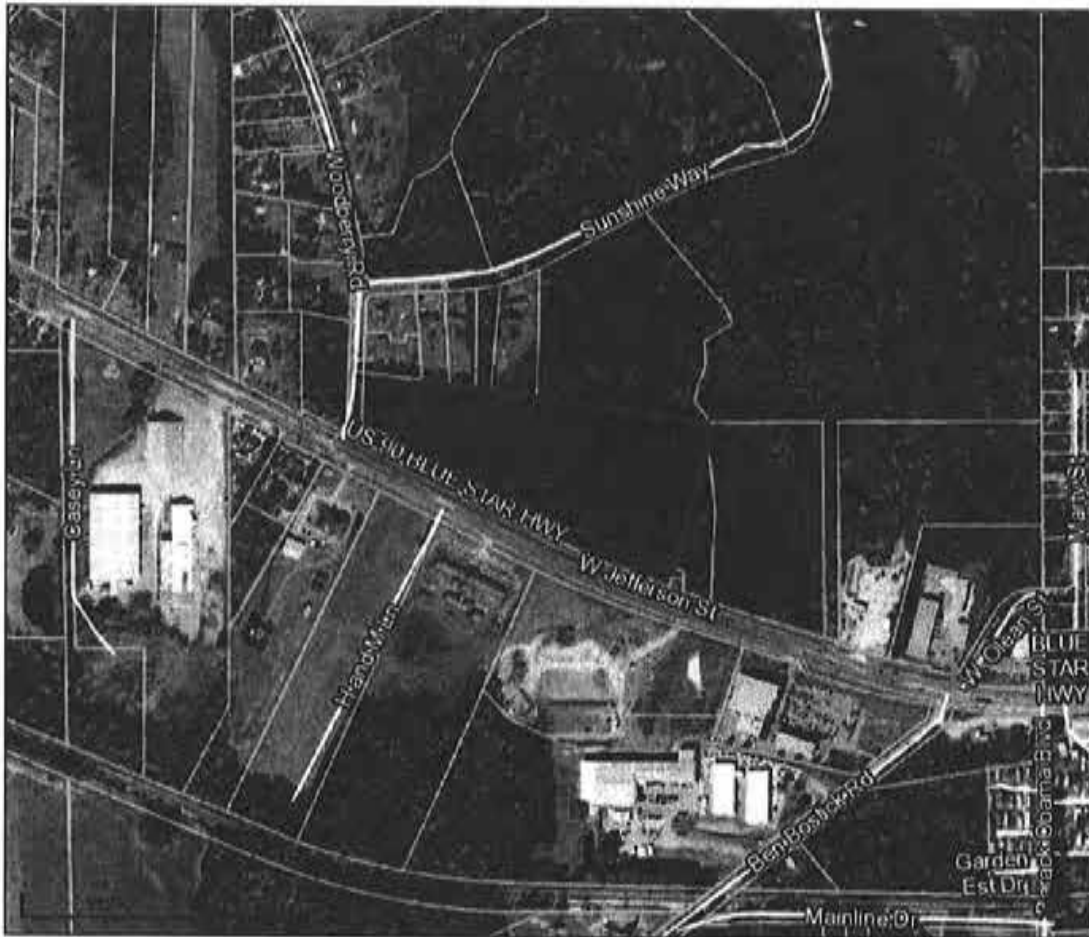
- Option 1: Motion to approve the authorization for staff to draft Ordinance for first reading for voluntary annexation.
- Option 2: Do not approve the proposed voluntary annexation.
- Option 3: Provide direction to staff from the City Commission.

Staff Recommendation:

Option 1

Attachments:

1. Map of Proposed Annexation Area
2. Voluntary Annexation Petition
3. Signed Survey
4. Warranty Deed



Overview



Legend

- Parcels
- Roads (Local)
- Roads (Major)
- Streams and River (Large)

Parcel ID	3-10-2N-4W-0000-00212-0500	Alternate ID	19421	Owner Address	REDD FAMILY PARTNERSHIP LLLP
Sec/Twp/Rng	10/2N/4W	Class	TIMBER II 80-90 (5500)		2648 LUCERNE DR
Property Address	BLUE STAR HWY QUINCY	Acreage	12.62		TALLAHASSEE, FL 32303

District COUNTY

Brief Tax Description OR 523 P 1160 12.62 ACRES MORE
(Note: Not to be used on legal documents)

Date created: 1/4/2022
Last Data Uploaded: 1/4/2022 1:12:17 PM

Developed by  **Schneider**
GEOSPATIAL

404 West Jefferson Street
Phone: (850) 618-1886
Email: jkimble@myquincy.net
chaves@myquincy.net



Quincy, Florida 32351
(850) 618-1883
www.myquincy.net

PETITION FOR VOLUNTARY ANNEXATION

The undersigned owner of real property located within certain unincorporated area of Gadsden County, Florida, which is or will be contiguous to and reasonably compact with the City of Quincy, Florida, a municipal corporation located in the said Gadsden County, Florida, and which are is more particularly described and shown in Exhibit "A" attached hereto and made a part hereof, does hereby voluntarily consent to, agree with and request the annexation of the said described real property by and to the said City of Quincy, Florida through the adoption of the appropriate ordinance by the City Commission of the said City of Quincy, Florida, pursuant to Section 171.044, Florida Statutes.

The undersigned does hereby agree the executed copies of this same Petition by all of the owners of the real property in the aforesaid described area consenting to, agreeing with, and requesting said voluntary annexation.

Date this 1st day of December, A.D. 2021

PROPERTY OWNER:

Name: Stone's, Inc.

Signature: T. N. Bell

WITNESSES:

1. Name: Bobby Cook

Signature: Bobby Cook

2. Name: David Helms

Signature: David Helms

AS TO PARCEL NUMBER: 3-10-2N-4W-0000-00212-0500; located on Blue Star Highway, Quincy, Florida 32351

BOUNDARY AND TOPOGRAPHIC SURVEY

A PORTION OF LAND LING IN THE NORTHWEST QUARTER OF SECTION 35 AND THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 2 NORTH, RANGE 4 WEST, COSSON COUNTY, FLORIDA



Douglas W. Nunamaker, Inc.
 Professional Surveyor and Mapper
 123 S. Osborne Street, Quincy, Florida 32351
 Phone: 904-877-7788 (toll-free: 800-877-7788)
 Fax: 904-877-7789
 Email: douglas@dnw.com

LEGEND

- SET 5/8" IRON BAR & CAP - 6257
- FOUND IRON BAR, UNLESS NOTED
- FOUND 4"x4" CONCRETE MONUMENT
- FENCE, AS NOTED
- PER DEEDS OR PUBLIC RECORD
- PER TOWNSHIP RECORD
- PER OVERHEAD UTILITIES
- UTILITY POLE
- PER REINFORCED CONCRETE PIPE
- W/ WATER SETTER
- W/ WOOD POST OF BAY
- R --- OF FENCE, SECTIONS BOOK
- R --- OF FENCE, POSSIBLE RECORDS OF
- CROSSED CORNER, TOWNSHIP
- POC POINT OF CORNER, WEST
- HOB POINT OF BEGINNING

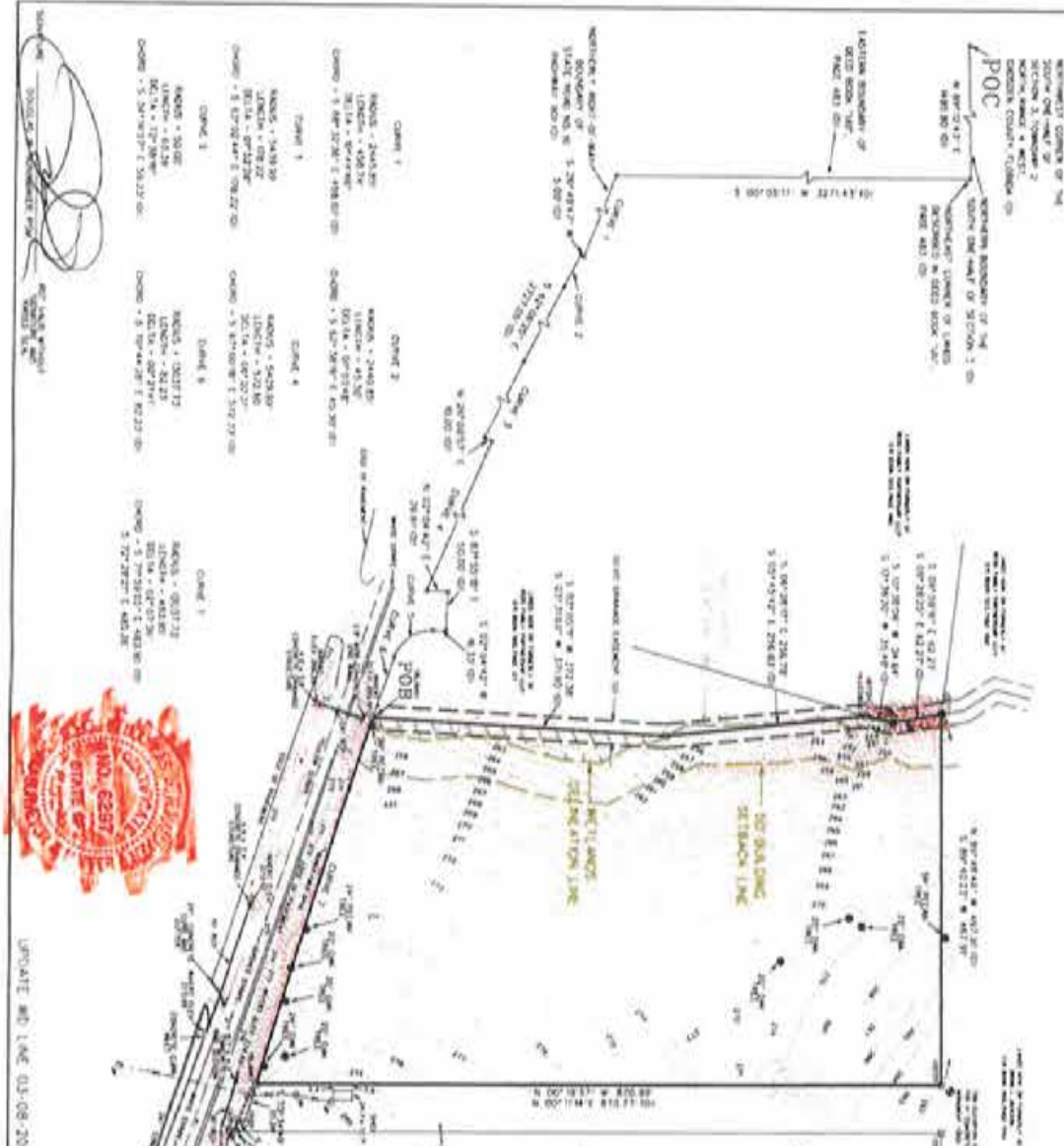
ALL DATA SHOWN ARE BY FIELD MEASUREMENTS.
 UNLESS NOTED OTHERWISE.

BEARING SOURCE
 THIS SURVEY WAS CONDUCTED USING A STATE PLAT SUBSTANTIATED BEARING BASED ON THE 1983 NAD 83 DATUM. THE BEARING SOURCE IS THE STATE PLAT SUBSTANTIATED BEARING BASED ON THE 1983 NAD 83 DATUM.

Subsequent Acts:
 1. ALL FIELD MEASUREMENTS WERE MADE AT BEARINGS NORTH.
 2. CALCULATIONS WERE MADE ON A GRAPHIC SCALING INSTRUMENT.
 3. ALL DISTANCES WERE MEASURED WITH A STAINLESS STEEL TAPE.
 4. ALL MEASUREMENTS WERE MADE ON THE GROUND.
 5. ALL MEASUREMENTS WERE MADE ON THE GROUND.
 6. ALL MEASUREMENTS WERE MADE ON THE GROUND.
 7. ALL MEASUREMENTS WERE MADE ON THE GROUND.
 8. ALL MEASUREMENTS WERE MADE ON THE GROUND.
 9. ALL MEASUREMENTS WERE MADE ON THE GROUND.
 10. ALL MEASUREMENTS WERE MADE ON THE GROUND.

CERTIFIED TO:

STONES, INC.
 CAROLINE BOST BOWDEN BUSH DEE
 LARRY WRIGHT & PERRY, PA
 FACILITY NATIONAL TITLE INSURANCE COMPANY



UPDATE MD LANE 03-08-2024

SHEET NO.	FILED NO.	DATE	RECORD
1 OF 1	F111DR	FEB 9, 2001	21-015

SEE SEPARATE SHEET FOR LEGAL DESCRIPTION

THIS INSTRUMENT PREPARED BY:

Benjamin B. Bush, Esq.
Gardner, Bist, Bowden, Bush,
Dec. LaVia, Wright & Perry, P.A.
1300 Thomaswood Drive
Tallahassee, FL 32308
(850) 385-0070
Matter No. 21.2003 BBB

Parcel ID No. 3102N4W2121500

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made on this 12th day of March, 2021, by **REDD FAMILY PARTNERSHIP, LLLP**, a Florida limited liability limited partnership, whose mailing address is 2648 Lucerne Drive, Tallahassee, Florida 32303, as Grantor, to **STONE'S, INC.**, a Georgia corporation, whose mailing address is P.O. Box 986, Bainbridge, Georgia 39818, as Grantee.

WITNESSETH:

The Grantor, for and in consideration of the sum of Ten Dollars and No Cents (\$10.00) and other good and valuable consideration in hand paid to the Grantor by the Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the Grantee and Grantee's successors and assigns forever, Grantor's interest in the property located in **GADSDEN COUNTY, FLORIDA**, more particularly described as follows:

See attached Exhibit "A"

Subject to Ad Valorem Taxes for the year 2021 and subsequent years, zoning or other regulatory laws and ordinances affecting the land, and all easements, rights of way, limitations, reservations, covenants and restrictions of record, if any, which are not hereby reimposed.

And the Grantor does hereby warrant that the property is free from all encumbrances made by Grantor; and that Grantor will warrant and defend the interest in the property hereby conveyed against the lawful claims and demands of all persons claiming by, through, or under it, but against none other.

IN WITNESS WHEREOF, the Grantor has hereunto set Grantor's hand and seal on the day and year first above written.

WITNESSES:


Print Name: Charles R. Gardner


Print Name: Benjamin F. Bush

GRANTOR:

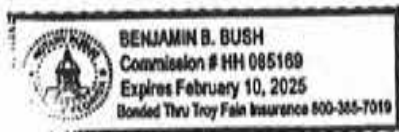
REDD FAMILY PARTNERSHIP, LLLP,
a Florida limited liability limited partnership

By: 
Harry L. Redd
Its: General Partner

STATE OF FLORIDA,
COUNTY OF LEON.

The foregoing instrument was acknowledged before me by means of physical presence or
() online notarization this 12th day of March, 2021, by Harry L. Redd, as the General Partner of
REDD FAMILY PARTNERSHIP, LLLP, a Florida limited liability limited partnership, on behalf of
the partnership.

He is personally known to me; or
() He has produced his _____ as identification.



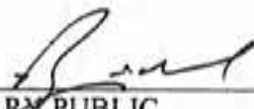

NOTARY PUBLIC
Print Name: _____
My Commission Expires: _____

EXHIBIT "A"

Commence at an iron pipe (found) known as marking the Northwest Corner of the South one-half of Section 3, Township-2-North, Range-4-West, Gadsden County, Florida and run; thence North 89 degrees 12 minutes 43 seconds East, along the Northern boundary of said South one-half of Section 3, a distance of 1485.80 feet to a concrete monument (set) marking the Northeast Corner of lands as described in Deed Book "UU", Page 483, of the Public Records of said county; thence South 00 degrees 05 minutes 17 seconds West, along the Eastern of said lands, a distance of 3271.43 feet to a concrete monument (set) on the Northerly right-of-way boundary of State Road No. 10 (Highway 90) also said point lying on a curve, concave to the Southwest; thence Southeasterly along said Northerly right-of-way boundary as follows: thence Southeasterly along said curve with a radius of 2445.85 feet through a central angle of 10 degrees 44 minutes 46 seconds for an arc distance of 458.74 feet (the chord of said arc being South 68 degrees 32 minutes 36 seconds East 458.07 feet) to the end of said curve; thence South 26 degrees 49 minutes 47 seconds West 5.00 feet to a point of curve to the right; thence Southeasterly along said curve with a radius of 2440.85 feet through a central angle of 01 degrees 03 minutes 48 seconds for an arc distance of 45.30 feet (the chord of said arc being South 62 degrees 38 minutes 19 seconds East 45.30 feet) to the end of said curve; thence South 62 degrees 06 minutes 25 seconds East 2727.05 feet to a point of curve to the left; thence Southeasterly along said curve with a radius of 5439.99 feet through a central angle of 01 degrees 52 minutes 38 seconds for an arc distance of 178.22 feet (the chord of said arc being South 63 degrees 02 minutes 44 seconds East 178.22 feet) to the end of said curve; thence North 26 degrees 00 minutes 57 seconds East 10.00 feet to a point of curve to the left; thence Southeasterly along said curve with a radius of 5429.99 feet through a central angle of 06 degrees 02 minutes 31 seconds for an arc distance of 572.60 feet (the chord of said arc being South 67 degrees 00 minutes 18 seconds East 572.33 feet) to the end of said curve; thence North 02 degrees 04 minutes 42 seconds East 26.61 feet to a concrete monument (set); thence South 87 degrees 55 minutes 18 seconds East 50.00 feet to a concrete monument (set); thence South 02 degrees 04 minutes 42 seconds West 16.33 feet to a concrete monument (set) for a point of curve (re-turn curve) to the left; thence leaving said Northerly right-of-way boundary and run Southeasterly along said curve with a radius of 50.00 feet through a central angle of 72 degrees 38 minutes 18 seconds for an arc distance of 63.39 feet (the chord of said arc being South 34 degrees 14 minutes 27 seconds East 59.23 feet) to a concrete monument (set) on said Northerly right-of-way boundary, also said point being a point of compound curve; thence Southeasterly along said Northerly right-of-way boundary and said curve with a radius of 13037.73 feet through a central angle of 00 degrees 21 minutes 41 seconds for an arc distance of 82.23 feet (the chord of said arc being South 70 degrees 44 minutes 26 seconds East 82.23 feet) to a re-bar (set) on the centerline of a 30.00 foot drainage easement, also said point being the POINT OF BEGINNING. From said POINT OF BEGINNING thence continue along said Northerly right-of-way boundary and said curve with a radius of 13037.73 feet through a central angle of 02 degrees 07 minutes 36 seconds for an arc distance of 483.95 feet (the chord of said arc being South 71 degrees 59 minutes 05 seconds East 483.90 feet) to a re-bar (set); thence North 00 degrees 11 minutes 14 seconds East 870.77 feet to a re-bar (set); thence North 89 degrees 48 minutes 46 seconds West 467.91 feet to a re-bar (set) in said centerline of a 30.00 foot drainage easement; thence Southerly along said centerline as follows: thence South 09 degrees 28 minutes 25 seconds East 62.27 feet to a re-bar (set); thence South 13 degrees 36 minutes 30 seconds West 35.48 feet to a re-bar (set); thence South 05 degrees 45 minutes 42 seconds East 256.83 feet to a re-bar (set); thence South 03 degrees 31 minutes 03 seconds West 371.90 feet to a re-bar (set) for the POINT OF BEGINNING.

The Westerly 15.00 feet of the above-described parcel of land being subject to a 30.00 foot drainage easement.

**CITY OF QUINCY, FLORIDA
CITY COMMISSION
AGENDA REQUEST**

Date of Meeting: January 11, 2022
Date Submitted: January 4, 2022
To: Honorable Mayor and Members of the City Commission
From: Dr. Beverly Nash, Ph.D., Interim City Manager
Marcia Carty, Director, Finance Department
Subject: **Status Report and Update: Grant Funding**

Attached documentation and information is related to grant funding for the City of Quincy.

CITY OF QUINCY, FL
 GRANT BUDGET
 FY 2021-2022

FY 2021-2022 CITY OF QUINCY, FL GRANT BUDGET

General Fund Revenues

G/L ACCOUNT	ACCOUNT TITLE	FY22 Budget
001 TO 405-331-39500	AMERICAN RESCUE PLAN ACT GRANT	\$1,709,655
001-331-50000	FEMA FEDERAL HURRICANE REIMBURSEMENT	\$107,146
001-334-49000	STATE GRANT - TRANSPORTATION	\$583,086
001-366-10003	FLORIDA DEO RIF GRANT	\$189,680
001-366-10016	FDLE EDWARD BYRNE MEMORIAL JAG PROGRAM	\$2,980
002-334-90000	CRA GRANT	\$2,949,478
402-381-39000	CLEAN WATER SRL GRANT	\$3,576,868
402 TO 404-331-32000	DEM HAZARD MITIGATION GRANT	\$71,958
402 TO 404-389-90001	USE OF RETAINED EARNINGS	\$23,986
	TOTAL GENERAL FUND	\$9,214,787

FY 2021-2022 CITY OF QUINCY, FL GRANT BUDGET

American Rescue Plan Act Grant

APPROVED BY CITY COMMISSION ON NOVEMBER 16, 2021

G/L ACCOUNT	ACCOUNT_TITLE	FY22 Budget
Revenues		
001 TO 405-331-39500	AMERICAN RESCUE PLAN ACT GRANT	\$1,709,665
	TOTAL REVENUES	\$1,709,665
Expenses		
001-260-513-30315	COMMUNITY SERVICES - MENTAL HEALTH	\$100,000
001-430-541-60634	STORM WATER FACILITIES	\$660,000
403-591-531-30646	ECONOMIC DEVELOPMENT INITIATIVE	\$400,000
001-220-521-60641	EQUIPMENT	\$140,000
402-540-535-60646	EQUIPMENT - FIBER OPTIC SYSTEM	\$13,000
403-591-531-60646	EQUIPMENT - FIBER OPTIC SYSTEM	\$61,000
404-539-533-60646	EQUIPMENT - FIBER OPTIC SYSTEM	\$13,000
405-561-532-60646	EQUIPMENT - FIBER OPTIC SYSTEM	\$13,000
TBD	Premium Pay	\$309,665
	TOTAL EXPENSES	\$1,709,665

Flagler Street Flooding \$460,000 and Ditch on Florida Avenue & Lincoln to Williams Street \$200,000
 Utility Assistance and \$50,000 Flood fund
 Police - \$142,845.21 INCURRED

FY 2021-2022 CITY OF QUINCY, FL GRANT BUDGET

FEMA Hurricane Sally

G/L ACCOUNT	ACCOUNT_TITLE	Revenues	FY22 Budget
001-331-50000	FEMA FEDERAL HURRICANE REIMBURSEMENT		\$107,146
	TOTAL REVENUES		\$107,146
	Expenses		
001-430-541-60634	STORM WATER FACILITIES		107,146
	TOTAL EXPENSES		\$107,146

Stewart Street Drainage Project

FY 2021-2022 CITY OF QUINCY, FL GRANT BUDGET

FDLE - Edward Byrne Memorial Justice Assistance Grant (JAG)

G/L ACCOUNT	ACCOUNT_TITLE	Revenues	FY22 Budget
001-366-10016	FDLE Edward Byrne Memorial JAG		\$2,980
	TOTAL REVENUES		\$2,980
	Expenses		
001-220-521-10140	OVERTIME		700
001-220-521-60641	EQUIPMENT		2,280
	TOTAL EXPENSES		\$2,980

FY 2021-2022 CITY OF QUINCY, FL GRANT BUDGET

SCOP STATE GRANT

G/L ACCOUNT	ACCOUNT_TITLE	Revenues	FY22 Budget
001-334-49000	STATE GRANT - TRANSPORTATION		\$583,086
	TOTAL REVENUES		\$583,086
	Expenses		
001-430-541-60632	RESURF & SIDEWALKS		583,086
	TOTAL EXPENSES		\$583,086

\$437,858 SCOP & \$145,228 SCOP

FY 2021-2022 CITY OF QUINCY, FL GRANT BUDGET

Dept of Economic Opp Rural Infrastructure

Job Code 107

G/L ACCOUNT	ACCOUNT_TITLE	Revenues	FY22 Budget
001-366-10003	FLORIDA DEO RIF GRANT		\$189,680
	TOTAL REVENUES		\$189,680
Expenses			
001-284-515-30341	CONTRACTUAL SERVICES		189,680
	TOTAL EXPENSES		\$189,680

Dewberry & Gadsden
Development Council COST
INCURRED

Hometown Revitalization Grant

APPROVED BY CITY COMMISSION ON SEPTEMBER 28, 2021

G/L ACCOUNT	ACCOUNT TITLE	Revenues	FY22 Budget
002-334-90000	CRA GRANT		\$2,949,428
	TOTAL REVENUES		\$2,949,428
		Expenses	
002-250-552-30491	CONTRACTUAL SERVICES		2,949,428
	TOTAL EXPENSES		\$2,949,428

FY 2021-2022 CITY OF QUINCY, FL GRANT BUDGET

Dept of Environmental Clean Water Grant

G/L ACCOUNT	ACCOUNT TITLE	Revenues		FY22 Budget
402-381-39000	CLEAN WATER SRL GRANT			\$3,576,868
	TOTAL EXPENSES			\$3,576,868
Expenses				
402-531-535-60620	BUILDING & BUILDING IMPROVEMENTS			3,576,868
	TOTAL EXPENSES			\$3,576,868

\$556,000 COST INCURRED

FY 2021-2022 CITY OF QUINCY, FL GRANT BUDGET

DEM Hazard Mitigation Grant

G/L ACCOUNT	ACCOUNT_TITLE	Revenues	FY22 Budget
402 TO 404-331-32000	DEM HAZARD MITIGATION GRANT		\$71,958
402 TO 404-389-90001	USE OF RETAINED EARNINGS		\$23,986
	TOTAL REVENUES		\$95,944
	Expenses		
402-531-535-60644	EQUIPMENT		\$47,972
404-530-533-60644	EQUIPMENT		\$47,972
	TOTAL EXPENSES		\$95,944

**CITY OF QUINCY, FLORIDA
CITY COMMISSION
AGENDA REQUEST**

Date of Meeting: January 11, 2022
Date Submitted: January 4, 2022
To: Honorable Mayor and Members of the City Commission
From: Dr. Beverly Nash, Ph.D., Interim City Manager
Marcia Carty, Director, Finance Department
Subject: **Status Report and Update: Department/Directors
Dire Needs Listing**

Attached documentation and information is related to dire needs listing submitted by departments and/or directors for the City of Quincy.

STAFF WILL REVIEW STATUS OF DIRECTORS' NEEDS AND IDENTIFY FUNDING IN CURRENT YEAR BUDGET; AND WILL MANAGE RESOURCES

Needs Requests Funded by Budget Transfers

Account Number	Account Description	Approved Budget 09-14	Director Request 09-17	Budget Transfer TO	Budget Transfer FROM
001-284-515-30491	OTHER OPERATING EXPENSE	\$1,692	\$4,100	\$2,408	
001-310-572-30404	OIL GREASE	\$660	\$3,000	\$2,340	
001-310-572-30405	TIRES	\$1,022	\$3,000	\$1,978	
001-310-572-30406	VEH PARTS ONLY	\$494	\$3,000	\$2,506	
001-310-572-30407	VEHICLE REPAIRS	\$92	\$2,000	\$1,908	
001-310-572-30523	OPERATING SUP - CHEM	\$111	\$2,000	\$1,889	
001-310-572-30526	ATHLETIC EQUIP BASEBALL SOFTB	\$375	\$4,000	\$3,625	
001-310-572-30528	ATHLETIC EQUIPMENT - BASKETBA	\$1,099	\$7,000	\$5,901	
001-310-572-30529	ATHLETIC EQUIPMENT - OTHER	\$1,389	\$5,000	\$3,611	
001-440-572-30462	REPAIR MAINT.-EQUIPMENT TOC	\$869	\$4,000	\$3,131	
001-440-572-30491	OTHER OPERATING EXPENSES	\$46	\$2,000	\$1,954	
403-591-531-30341	CONTRACTUAL SERVICES				-\$31,251
402-540-535-30462	REPAIR MAINT.-EQUIPMENT TOC	\$923	\$2,000	\$1,077	
402-540-535-30467	MAINTENANCE OF MAINS & LINES				-\$1,077
403-502-531-30462	REPAIR MAINT.-EQUIPMENT TOC	\$247	\$3,000	\$2,753	
403-591-531-30405	TIRES	\$810	\$2,500	\$1,690	
403-591-531-30406	VEH PARTS ONLY	\$2,907	\$5,700	\$2,793	
403-591-531-30407	VEHICLE REPAIRS	\$9,163	\$12,500	\$3,337	
403-591-531-30462	REPAIR MAINT.-EQUIPMENT TOC	\$1,579	\$6,000	\$4,421	
403-591-531-30467	MAINTENANCE OF MAINS LINES	\$12,507	\$15,000	\$2,493	
403-591-531-60636	SIGNALIZATION	\$0	\$22,500	\$22,500	
403-591-531-30341	CONTRACTUAL SERVICES				-\$39,987

CITY OF QUINCY, FL
DIRECTORS' DEPARTMENTAL REQUEST - ITEMS NEEDED
FY 2021-2022 BUDGET

Account Number	Account Description	Approved Budget 09-14	Director Request 09-17	Increase in Budget Lines
404-530-533-30466	REPAIR & MAINTENANCE - PLANT	\$0	\$2,000	\$2,000
404-539-533-30403	GASOLINE DIESEL	\$294	\$2,000	\$1,706
404-539-533-30404	TIRES	\$0	\$400	\$400
404-539-533-30405	PARTS	\$17	\$1,000	\$983
404-539-533-30467	MAINTENANCE OF MAINS LINES	\$2,340	\$4,000	\$1,660
404-539-533-30468	REPAIR MAINTENANCE - SERVICES	\$437	\$3,000	\$2,563
404-539-533-30521	OPEATING SUPPLIES	\$202	\$500	\$298
403-591-531-30341	CONTRACTUAL SERVICES			-\$9,610
405-520-532-30493	TRAINING	\$162	\$3,035	\$2,873
405-561-532-30406	VEH PARTS ONLY	\$20	\$500	\$480
405-561-532-30407	VEHICLE REPAIRS	\$0	\$500	\$500
403-591-531-30341	CONTRACTUAL SERVICES			-\$3,853
TOTALS		\$39,457	\$125,235	\$85,778
				-\$85,778 **

** The project was completed in the prior fiscal year within the 30 days after the budgeting process was completed

Needs Requests Not Funded			
404-520-533-30390	CONTINGENCY	\$0	\$10,000
405-520-532-30390	CONTINGENCY	\$0	\$5,000
402-520-535-30390	CONTINGENCY	\$0	\$20,000
TOTALS			\$35,000
Funded and Not Funded			\$120,778

**CITY OF QUINCY, FLORIDA
CITY COMMISSION
AGENDA REQUEST**

Date of Meeting: January 11, 2022
Date Submitted: January 4, 2022
To: Honorable Mayor and Members of the City Commission
From: Dr. Beverly Nash, Ph.D., Interim City Manager
Marcia Carty, Director, Finance Department
Subject: **Status Report and Update: 2021 Revenues and Unfunded Items**

Attached documentation and information is related to aid to 2021 revenues and unfunded items for the City of Quincy.

CITY OF QUINCY, FL
REGULAR COMMISSION MEETING
TABLE OF CONTENTS

1. October, 2021 Actual Net Operational Results
2. Projected First Quarter (October thru December, 2021) Net Operational Results
3. Analysis of October, 2021 Revenues – Budget vs Actual and Current Year vs Prior Year Results
4. Use of Fund Balance & Retained Earnings in FY 2021-2022 Approved Budget
5. General and Enterprise Funds' Usage of Prior Year Funds in Approved Budgets for Fiscal Years 2019-2020, 2020-2021, and 2021-2022
6. Governmental Funds Unassigned Fund Balance and Proprietary Funds Unrestricted Retained Earnings
7. Items Not Funded by the Approved Budget for 2021-2022
8. Approved Appropriation for American Rescue Plan Act Grant
9. IAFF Fire Union Contract Negotiations
10. Police Union Contract Negotiations
11. Punch Clock Plus \$2,600 Plan, approved by Commissioners

City of Quincy, FI
Month of October, 2021
Net Operational Actual Results

	<u>General Fund</u>	<u>Enterprise Fund</u>	<u>Total Funds</u>
Revenues	\$670,311	\$1,960,928	\$2,631,239
Less Surcharge Monies Restriction		(\$80,579)	(\$80,579)
Revenues Available for Operations	<u>\$670,311</u>	<u>\$1,880,349</u>	<u>\$2,550,660</u>
Expenses	<u>(\$839,824)</u>	<u>(\$1,525,839)</u>	<u>(\$2,365,663)</u>
Net Results	<u>(\$169,513)</u>	<u>\$354,511</u>	<u>\$184,998</u>

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City of Quincy, FL
Projections for the Quarter Ending December 31, 2021
Projected Net Operational Results

	<u>General Fund</u>	<u>Enterprise Fund</u>	<u>Total Fund</u>
Revenues	\$2,709,233	\$5,882,785	\$8,592,018
Less Surcharge Monies Restriction	\$0	(\$241,737)	(\$241,737)
Revenues Available for Operations	<u>\$2,709,233</u>	<u>\$5,641,048</u>	<u>\$8,350,281</u>
Expenses	<u>(\$2,519,471)</u>	<u>(\$5,379,206)</u>	<u>(\$7,898,677)</u>
Net Results	<u>\$189,762</u>	<u>\$261,843</u>	<u>\$451,605</u>

FY 2022 Enterprise Transfers to General Fund \$1,399,954

FY 2022 Percentage of Enterprise Transfers 51.67%

FY 2021 Enterprise Transfers to General Fund \$1,300,302

FY 2021 Percentage of Enterprise Transfers 39.84%

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City of Quincy, FI
 Analysis of October 2021 Revenue
 Budget vs Actual and Current vs Prior Year
 as of November 22, 2021

Account Number	Description	FY 2022 Adjusted Budget	FY 2022 YTD Budget	FY 2022 YTD Amount	FY 2022 Budget vs Actual Variance	Prior YTD FY 2021 Amount	Current vs Prior YTD Variance
402-343-10000	SALES	\$2,046,420	\$170,535	\$162,510	(\$8,025)	\$186,876	(\$24,366)
402-343-16000	CONNECTIONS	\$8,637	\$720	\$0	(\$720)	\$588	(\$588)
402-343-17000	FORFEITED DISCOUNTS - PENALTIE	\$31,005	\$2,584	\$2,334	(\$249)	\$2,915	(\$581)
402-343-19000	CUT ON/OFF FEES					\$0	\$0
402-343-50000	SEWER SURCHARGE O/S	\$62,514	\$5,210	\$4,086	(\$1,123)	\$5,713	(\$1,627)
402-361-10000	INTEREST REVENUE	\$321	\$27	\$18	(\$9)	\$25	(\$7)
402-381-10000	INTERFUND TRANSFER	\$18,171	\$1,514	\$1,514	\$0	\$37,334	(\$35,820)
403-331-01019	H-M FEMA REIMB MICHAEL	\$205,000	\$17,083	\$0	(\$17,083)	\$0	\$0
403-343-11000	RESIDENTIAL SALES	\$5,386,439	\$448,870	\$440,188	(\$8,682)	\$487,792	(\$47,604)
403-343-12000	COMMERCIAL SALES	\$6,963,630	\$580,303	\$598,811	\$18,508	\$641,270	(\$42,460)
403-343-13000	INDUSTRIAL SALES	\$1,392,262	\$116,022	\$137,801	\$21,780	\$111,676	\$26,125
403-343-14000	STREET LIGHTING SALES	\$10,244	\$854	\$3,765	\$2,911	\$133	\$3,632
403-343-15000	INTERDEPARTMENTAL SALES	\$315,779	\$26,315	\$30,729	\$4,414	\$22,606	\$8,122
403-343-16000	CONNECTIONS	\$52,881	\$4,407	\$548	(\$3,859)	\$309	\$239
403-343-16500	Hurricane Michael Surcharge	\$981,660	\$81,805	\$80,579	(\$1,226)	\$91,183	(\$10,605)
403-343-16710	VISTA BRACE VOLUNTEER GRANT	\$29,536	\$2,461	\$0	(\$2,461)	\$2,882	(\$2,882)
403-343-17000	FORFEITED DISCOUNTS - PENALTIE	\$149,640	\$12,470	\$13,189	\$719	\$12,647	\$541
403-343-18000	SALE OF MATERIAL	\$0	\$0	\$10,077	\$10,077	\$0	\$10,077
403-343-19000	CUT ON/OFF FEES	\$29,097	\$2,425	\$510	(\$1,915)	\$6,368	(\$5,858)
403-343-24000	TRANSFORMER RENT	\$8,590	\$716	\$705	(\$11)	\$705	\$0
403-343-27000	MISCELLANEOUS CHARGES	\$7,325	\$610	(\$258)	(\$868)	\$908	(\$1,166)
403-343-90000	MISCELLANEOUS REVENUES	\$0	\$0	\$84	\$84	\$123	(\$39)
403-361-10000	INTEREST REVENUE	\$1,008	\$84	\$0	(\$84)	\$39	(\$39)
403-389-90001	USE OF RETAINED EARNINGS	\$854,251	\$71,188	\$0	(\$71,188)	\$0	\$0
404-343-10000	SALES	\$2,028,145	\$169,012	\$136,261	(\$32,751)	\$157,246	(\$20,985)
404-343-15000	INTERDEPARTMENTAL SALES	\$87,195	\$7,266	\$6,162	(\$1,104)	\$4,340	\$1,822
404-343-16000	CONNECTIONS	\$23,165	\$1,930	\$2,112	\$182	\$572	\$1,540
404-343-17000	FORFEITED DISCOUNTS-PENALTIES	\$25,439	\$2,120	\$1,945	(\$175)	\$2,529	(\$584)
404-343-27000	MISCELLANEOUS CHARGES	\$21,856	\$1,821	\$0	(\$1,821)	\$4,704	(\$4,704)
404-343-30000	WATER SURCHARGE O/S	\$106,759	\$8,897	\$6,330	(\$2,567)	\$9,006	(\$2,676)
404-361-10000	INTEREST REVENUE	\$1,818	\$152	\$24	(\$127)	\$209	(\$185)
405-343-10000	GAS SALES	\$1,532,086	\$127,674	\$101,357	(\$26,316)	\$63,147	\$38,210
405-343-15000	GAS INTERDEPARTMENTAL SALES	\$9,408	\$784	\$148	(\$636)	\$170	(\$22)
405-343-16000	GAS CONNECTIONS	\$10,962	\$914	\$1,275	\$362	\$250	\$1,025
405-343-17000	GAS FORFEITED DISCS-PENALTIES	\$26,981	\$2,248	\$1,884	(\$364)	\$1,356	\$528
405-343-27000	GAS OTHER CHARGES	\$654	\$55	(\$192)	(\$247)	\$0	(\$192)
405-361-10000	INTEREST REVENUE	\$137	\$11	\$0	(\$11)	\$8	(\$8)
405-369-90000	MISCELLANEOUS REVENUE	\$136,502	\$11,375	\$0	(\$11,375)	\$0	\$0
406-343-11000	RESIDENTIAL SALES	\$742,742	\$61,895	\$61,458	(\$438)	\$60,506	\$952
406-343-12000	COMMERCIAL SALES	\$527,503	\$43,959	\$44,638	\$680	\$42,011	\$2,627
406-343-15000	YARD TRASH COLLECTION	\$144,538	\$12,045	\$11,936	(\$109)	\$11,817	\$120
406-343-17000	FORFEITED DISCOUNTS-PENALTIES	\$18,561	\$1,547	\$1,449	(\$98)	\$1,485	(\$36)
406-381-00010	Non-Operating Transfer					\$4,720	(\$4,720)
407-343-44000	GARBAGE TIPPING FEES	\$150,825	\$12,569	\$29,146	\$16,577	\$13,920	\$15,226
407-381-00010	Non-Operating Transfer	\$10,970	\$914	\$914	\$0	\$1,023	(\$109)
** GRAND TOTAL **		\$24,160,656	\$2,013,388	\$1,894,038	(\$119,350)	\$1,991,111	(\$97,074)

Conclusion: FY 2021-2022 actual revenues are less than budgeted revenues by \$119,350, and less than prior year revenues by \$97,074.

(3)

CITY OF QUINCY, FL
USE OF FUND BALANCE & RETAINED EARNINGS IN FY 2021-2022 BUDGET

GENERAL FUND USE OF FUND BALANCE		
001-430-541-60632	RESURF & SIDEWALKS	\$430,054
001-430-541-60643	Shop Truck	\$175,000
001-440-572-60644	EQUIPMENT Utility Trailers/ Weedeaters	\$15,000
001-110-552-60620	CHAMBER BUILDING IMPROVEMENTS	\$190,000
001-110-552-60641	OFFICE FURNITURE & EQUIPMENT	\$10,446
001-210-521-60641	OFFICE FURNITURE & EQUIPMENT	\$12,500
001-389-00000	USE OF FUND BALANCE	<u>\$833,000</u>
ENTERPRISE FUND USE OF RETAINED EARNINGS		
402-520-535-60644	EQUIPMENT	\$10,000
403-539-531-60640	STORM HARDENING EQUIPMENT	\$10,000
403-591-531-60644	EQUIPMENT	\$125,000
405-561-532-60644	EQUIPMENT	\$40,000
402-540-535-60644	EQUIPMENT	\$80,000
403-591-531-30341	CONTRACTUAL SERVICES	\$343,281
403-539-531-30469	CONTRACTUAL TREE TRIMMING	\$172,855
403-539-531-10120	REGULAR SALARIES WAGES - LINE CLEARING	\$73,115
403-389-90001	USE OF RETAINED EARNINGS	<u>\$854,251</u>

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CITY OF QUINCY, FL
GENERAL & ENTERPRISE FUNDS' USAGE OF PRIOR YEAR FUNDS IN APPROVED BUDGETS
 Fiscal Years FY 2020 to 2022

GENERAL FUND USAGE OF FUND BALANCE (BUDGET)

	FY 2021-2022	FY 2020-2021	FY 2019-2020
Total Revenues	\$11,315,216	\$11,616,082 (*)	\$9,853,370
Revenues and Transfers	\$10,482,216	\$10,838,669	\$9,553,370
Fund Balance Usage	\$833,000	\$777,413	\$300,000
Percentage - Fund Balance	7.4%	6.7%	3.0%

(*) Grants Included

ENTERPRISE FUND USAGE OF RETAINED EARNINGS (BUDGET)

	FY 2021-2022	FY 2020-2021	FY 2019-2020
Total Revenues	\$24,918,519	\$32,459,337 (*)	\$25,841,244
Revenues and Transfers	\$24,064,268	\$31,101,187	\$25,841,244
Retained Earnings Usage	\$854,251	\$1,358,150	\$954,347
Percentage - Retained Earnings	3.4%	4.2%	3.7%

(*) Grants Included

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Excerpt from Fiscal Year 2020 Audit Report

Governmental Funds Unassigned Fund Balance

\$1,096,829

and

Proprietary Funds Unrestricted Retained

Earnings \$3,110,037

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CITY OF QUINCY, FLORIDA
BALANCE SHEET-GOVERNMENTAL FUNDS
SEPTEMBER 30, 2020

	General Fund	Community Redevelopment Agency	Non-Major Governmental	Total Governmental Funds
Assets				
Cash and Cash Equivalent	\$ 870,440	\$ 241,203	\$ 175,458	\$ 1,287,101
Investments	851,141	0	0	851,141
Receivables (Net)	378,185	0	0	378,185
Assessment Receivables (Net)	172,699	0	0	172,699
Due from Other Governments	318,124	0	0	318,124
Prepaid Expenses	0	0	0	0
Total Assets	<u>2,590,589</u>	<u>241,203</u>	<u>175,458</u>	<u>3,007,250</u>
Liabilities and Fund Balances				
Liabilities				
Accounts Payable	339,330	14,537	0	353,867
Accrued Expenses	482,267	4,453	0	486,720
Due to Other Governments	0	0	0	0
Advances from Other Funds	0	0	0	0
Unearned Revenue	379,785	0	0	379,785
Total Liabilities	<u>1,201,382</u>	<u>18,990</u>	<u>0</u>	<u>1,220,372</u>
Deferred Inflows of Resources	<u>119,679</u>	<u>0</u>	<u>0</u>	<u>119,679</u>
Fund Balances				
Nonspendable:				
Prepays	0	0	0	0
Advances to Other Funds	0	0	0	0
Restricted for:				
Law Enforcement	0	0	25,879	25,879
Physical Environment	0	0	0	0
Economic Environment	0	222,213	0	222,213
Debt Service	172,699	0	149,579	322,278
Assigned	0	0	0	0
Unassigned	<u>1,096,829</u>	0	0	1,096,829
Total Fund Balances	<u>1,269,528</u>	<u>222,213</u>	<u>175,458</u>	<u>1,667,199</u>
Total Liabilities and Fund Balance	<u>\$ 2,590,589</u>	<u>\$ 241,203</u>	<u>\$ 175,458</u>	<u>\$ 3,007,250</u>

(69)

See accompanying notes to Financial Statements

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CITY OF QUINCY, FLORIDA
STATEMENT OF FUNDS NET POSITION-PROPRIETARY FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2020

	Business-Type Activities						Internal Service Fund
	Enterprise Funds						
	Water Fund	Major Funds Electric Fund	Wastewater Fund	Non-Major Funds	Total Enterprise Funds		
Liabilities							
Current Liabilities							
Accounts Payable	\$ 163,345	\$ 1,489,702	\$ 553,299	\$ 210,897	\$ 2,417,143	\$ 12,262	\$ 3,431
Accrued Payroll	12,398	95,561	14,688	16,714	139,361	0	0
Due to other Governments	0	0	0	26,878	26,878	0	0
Accrued Interest Payable	30,905	95,883	19,766	8,190	154,744	0	0
Current Portion:							
Bonds Payable	265,018	320,186	123,947	26,851	736,002	0	0
Notes Payable	230,433	0	27,717	0	258,150	0	0
Capitalized Leases Payable	27,464	87,884	49,435	0	164,783	0	0
Compensated Absences Payable	2,164	19,342	2,425	6,292	30,223	1,553	0
Deferred Revenue	0	0	20,000	0	20,000	0	0
Total Current Liabilities	731,627	2,108,558	811,277	295,822	3,947,284	17,246	0
Noncurrent Liabilities							
Customer Deposits	21,573	1,477,730	0	8,623	1,507,926	0	0
Advances from Other Funds	0	1,439,829	200,000	0	1,639,829	0	0
Long-term Portion:							
Bonds Payable	3,329,922	4,471,181	1,475,739	564,461	9,841,303	0	0
Notes Payable	385,309	1,982,707	591,609	0	2,959,625	0	0
Capitalized Lease Payable	54,122	173,189	97,419	0	324,730	0	0
Compensated Absences	6,491	59,065	7,275	17,838	90,669	4,658	0
Land Fill Closure Liability	0	0	0	239,559	239,559	0	0
Total Noncurrent Liabilities	3,797,417	9,603,701	2,372,042	830,481	16,603,641	4,658	0
Total Liabilities	4,529,044	11,712,259	3,183,319	1,126,303	20,550,925	21,904	0
Net Position							
Net Investment in Capital Assets	(1,372,120)	4,104,500	2,375,231	68,682	5,176,293	61,491	0
Restricted for Debt Service	1,316,472	2,346,516	666,705	273,273	4,602,966	0	0
Unrestricted	1,756,063	(55,034)	643,929	765,079	3,110,037	21,147	82,658
Total Net Position	1,700,415	6,395,982	3,685,865	1,107,034	12,889,296	82,658	0
Total Liabilities and Net Position	\$ 6,229,459	\$ 18,108,241	\$ 6,869,184	\$ 2,233,337	\$ 33,440,221	\$ 104,542	\$ 104,542

See accompanying notes to Financial Statements

City of Quincy, FI
Items Not Funded by the Approved Budget
as of November 22, 2021

Dire Needs List \$120,778 (Contingency-Reserves \$182,080 possible source)

Capital Items and Aid to Private Organizations moved to Grants Budget, but not funded by ARPA (\$1,709,664):

		Purpose	
001-110-511-80820	AID TO PRIVATE ORGANIZATIONS	Non-profit organizations	\$80,000
402-520-535-60644	EQUIPMENT	Sewer infrastructure improvement	\$25,000
402-540-535-60642	VEHICLE	Truck to mount sewer flush machine	\$50,000
402-531-535-60644	EQUIPMENT	Replace manholes/valve boxes	\$50,000
402-531-535-60646	EQUIPMENT	Fiber Optic/Broadband Infrastructure	\$39,000
403-591-531-60646	EQUIPMENT	Fiber Optic/Broadband Infrastructure	\$183,000
404-539-533-60646	EQUIPMENT	Fiber Optic/Broadband Infrastructure	\$39,000
405-561-532-60646	EQUIPMENT	Fiber Optic/Broadband Infrastructure	\$39,000
404-520-533-30343	PROFESSIONAL SERVICES	Consultant - water infrastructure/consent analysis	\$25,000
404-539-533-60644	EQUIPMENT	Water 300KWH diesel generator	\$75,000
404-539-533-60644	EQUIPMENT	Purchase a water leak detection system	\$25,000

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**ORGANIZATION EXPENSES MOVED
FROM ORIGINAL BUDGET TO ARPA
Grant**

\$630,000

Commissioners Allocation for Fire and Police Union Negot \$150,000 (Contingency-Reserves \$182,080 possible source)

Total Amount Not Yet Funded or Appropriated in Approve \$900,778

FY 2021-2022 CITY OF QUINCY, FL GRANT BUDGET

American Rescue Plan Act Grant

G/L ACCOUNT	ACCOUNT_TITLE	Revenues	FY22 Budget
001 TO 405-331-39500	AMERICAN RESCUE PLAN ACT GRANT		\$1,709,665
	TOTAL REVENUES		\$1,709,665
Expenses			
001-260-513-30315	COMMUNITY SERVICES - MENTAL HEALTH		\$100,000
001-430-541-60634	STORM WATER FACILITIES		\$660,000
403-591-531-30646	ECONOMIC DEVELOPMENT INITIATIVE		\$500,000
001-220-521-60641	EQUIPMENT		\$140,000
TBD			\$309,665
	TOTAL EXPENSES		\$1,709,665

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Flagler Street
 Flooding \$460,000
 and Ditch on Florida
 Avenue & Lincoln to
 Williams Street
 \$200,000
 Utility Assistance
 Police
 Premium Pay

CITY OF QUINCY, FL
 IAFF CONTRACT UNION NEGOTIATIONS
 PROJECTED COST FOR YEARS ONE THRU THREE

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	Name	IAFF CONTRACT SALARY 2021-2022 STEP ONE	IAFF CONTRACT SALARY 2022-2023 STEP TWO	IAFF CONTRACT SALARY 2023-2024 STEP THREE	JOB TITLE
1	BARRETT, MATTHEW P	\$35,858.54	\$38,576.51	\$40,000.00	FIREFIGHTER II
2	BARRINEAU, COLIN D	\$35,858.54	\$38,576.51	\$40,000.00	FIREFIGHTER II
3	BRYANT, DAMION T	\$35,858.54	\$38,576.51	\$40,000.00	FIREFIGHTER II
4	CLARK, MICHAEL N	\$53,739.88	\$56,782.28	\$60,000.00	CAPTAIN
5	DAVIS, DIANTE L	\$35,858.54	\$38,576.51	\$40,000.00	FIREFIGHTER II
6	DUDLEY, DARRIUS	\$53,739.88	\$56,782.28	\$60,000.00	CAPTAIN
7	GIVENS, DARIUS T	\$35,858.54	\$38,576.51	\$40,000.00	FIREFIGHTER II
8	HALL, PHATARIOS C	\$35,858.54	\$38,576.51	\$40,000.00	FIREFIGHTER II
9	HONDERICK, JAMES P	\$46,465.77	\$48,501.58	\$50,000.00	LIEUTENANT
10	JACKSON, SHAVAR'US N	\$35,858.54	\$38,576.51	\$40,000.00	FIREFIGHTER II
11	MARTINEZ, ENRIQUE D	\$35,858.54	\$38,576.51	\$40,000.00	FIREFIGHTER II
12	NOTTAGE, KYLE A	\$35,858.54	\$38,576.51	\$40,000.00	FIREFIGHTER II
13	PIAZZA, VINCENT C	\$35,858.54	\$38,576.51	\$40,000.00	FIREFIGHTER II
14	PRIDEMORE, KENT A	\$46,465.77	\$48,501.58	\$50,000.00	LIEUTENANT
15	ROCK JR, STEVEN R	\$35,858.54	\$38,576.51	\$40,000.00	FIREFIGHTER II
16	SADLER, SHELBY D	\$35,858.54	\$38,576.51	\$40,000.00	FIREFIGHTER II
17	SAUNDERS JR, CHARLIE B	\$46,465.77	\$48,501.58	\$50,000.00	LIEUTENANT
18	SHERROD, JAMES T	\$35,858.54	\$38,576.51	\$40,000.00	FIREFIGHTER II
19	STALLWORTH, ULRICK O	\$46,465.77	\$48,501.58	\$50,000.00	LIEUTENANT
20	TURNAGE, CHRISTOPHER	\$35,858.54	\$38,576.51	\$40,000.00	FIREFIGHTER II

CURRENT SALARY	\$795,362.40	\$847,642.02	\$880,000.00
FRINGE BENEFITS	\$397,681.20	\$423,821.01	\$440,000.00
TOTAL SALARY WITH FRINGE BENEFITS	\$1,193,043.60	\$1,271,463.03	\$1,320,000.00
2021-2022 BUDGET	-\$1,052,016.00	-\$1,052,016.00	-\$1,052,016.00
ADDITIONAL FUNDS TO BUDGET	\$141,027.60	\$219,447.03	\$267,984.00
CUMULATIVE INCREASE OVER 3 YEARS (**)		\$360,474.63	\$628,458.63

**CITY OF QUINCY, FL
POLICE RATES PER NEGOTIATION
FISCAL YEARS 2021-2022 TO 2023-2024**

	Name	HIRE DATE	HR RATE	ANNUAL SALARY	INCREASE PER STEP PLAN	FY 2021-2022 Hourly Rate	JOB TITLE	STEP ONE - 2080 and 2184 HRS	STEP TWO - 2080 and 2184 HRS	STEP THREE - 2080 and 2184 HRS
1	CLARK, ASHLEY J	2/5/2018	17.06	\$35,484.80	\$4,534.40	\$ 19.24	DETECTIVES/CRIMINAL INV	\$ 40,019.20	\$ 41,204.80	\$ 42,452.80
2	SMITH, ERIC D	8/26/2019	17.06	\$35,484.80	\$4,534.40	\$ 19.24	DETECTIVES/CRIMINAL INV	\$ 40,019.20	\$ 41,204.80	\$ 42,452.80
3	ADAMS, DENRICK L	3/15/2021	16.73	\$36,538.32	\$5,481.84	\$ 19.24	POLICE OFFICER	\$ 42,030.16	\$ 43,265.04	\$ 44,575.44
4	BARBER, HAROLD J	7/8/2002	21.26	\$46,431.84	\$6,071.52	\$ 24.04	POLICE SERGEANT	\$ 52,503.36	\$ 54,075.84	\$ 55,692.00
5	BOLDS, PATRICK J	2/19/2021	16.23	\$35,446.32	\$6,573.84	\$ 19.24	POLICE OFFICER	\$ 42,030.16	\$ 43,265.04	\$ 44,575.44
6	BOYD, SHAWN F	7/9/2012	19.26	\$42,063.84	\$10,439.52	\$ 24.04	POLICE OFFICER/SERGEANT	\$ 52,503.36	\$ 54,075.84	\$ 55,692.00
7	CANCECO, CHRISTOPHER R	5/17/2021	16.23	\$35,446.32	\$6,573.84	\$ 19.24	POLICE OFFICER	\$ 42,030.16	\$ 43,265.04	\$ 44,575.44
8	CANCECO, JONATHAN L	12/3/2018	17.06	\$37,259.04	\$4,761.12	\$ 19.24	POLICE OFFICER	\$ 42,030.16	\$ 43,265.04	\$ 44,575.44
9	CENTENO, ANA M	12/4/2006	20.25	\$44,226.00	\$808.08	\$ 20.62	POLICE OFFICER	\$ 45,034.08	\$ 46,075.84	\$ 47,120.00
10	VACANT - DAHLKE	3/9/2020	16.64	\$36,341.76	\$5,678.40	\$ 19.24	POLICE OFFICER	\$ 42,030.16	\$ 43,265.04	\$ 44,575.44
11	DILMORE, STACY D	5/17/2021	17.23	\$37,630.32	\$4,389.84	\$ 19.24	POLICE OFFICER	\$ 42,030.16	\$ 43,265.04	\$ 44,575.44
12	EDWARDS III, ROBERT J	5/4/2020	16.64	\$36,341.76	\$5,678.40	\$ 19.24	POLICE OFFICER	\$ 42,030.16	\$ 43,265.04	\$ 44,575.44
13	GARDNER JR, EDWARD J	10/23/2019	16.64	\$36,341.76	\$5,678.40	\$ 19.24	POLICE OFFICER	\$ 42,030.16	\$ 43,265.04	\$ 44,575.44
14	GILYARD JR, LARRY D	3/10/1997	28.24	\$61,676.16	\$1,332.24	\$ 28.85	LIEUTENANT	\$ 63,008.40	\$ 65,192.40	\$ 67,376.40
15	MARTIN, ADAM C	5/17/2021	16.23	\$35,446.32	\$6,573.84	\$ 19.24	POLICE OFFICER	\$ 42,030.16	\$ 43,265.04	\$ 44,575.44
16	HILL, CARLOS A	10/23/2017	19.74	\$43,112.16	\$9,391.20	\$ 24.04	POLICE SERGEANT	\$ 52,503.36	\$ 54,075.84	\$ 55,692.00
17	JORDAN, DEMARLON	1/25/2021	16.32	\$35,642.88	\$6,377.28	\$ 19.24	POLICE OFFICER	\$ 42,030.16	\$ 43,265.04	\$ 44,575.44
18	MALAVE, ADRIAN R	7/6/2021	16.23	\$35,446.32	\$6,573.84	\$ 19.24	POLICE OFFICER	\$ 42,030.16	\$ 43,265.04	\$ 44,575.44
19	MONROE JR, EUGENE	7/21/2003	24.35	\$53,180.40	\$9,828.00	\$ 28.85	LIEUTENANT	\$ 63,008.40	\$ 65,192.40	\$ 67,376.40
20	VACANT - OCONNOR	2/12/2021	16.23	\$35,446.32	\$6,573.84	\$ 19.24	POLICE OFFICER	\$ 42,030.16	\$ 43,265.04	\$ 44,575.44
21	RITTMAN, DESMOND	2/5/2021	16.23	\$35,446.32	\$6,573.84	\$ 19.24	POLICE OFFICER	\$ 42,030.16	\$ 43,265.04	\$ 44,575.44
22	ROBINSON, GLENDON W	6/6/2005	21.53	\$47,021.52	\$15,988.88	\$ 28.85	LIEUTENANT	\$ 63,008.40	\$ 65,192.40	\$ 67,376.40
23	SCHMITT, PHILIPPE N	12/9/2020	16.23	\$35,446.32	\$6,573.84	\$ 19.24	POLICE OFFICER	\$ 42,030.16	\$ 43,265.04	\$ 44,575.44
24	SMILEY, DEBRALE L	3/31/2020	16.64	\$36,341.76	\$5,678.40	\$ 19.24	POLICE OFFICER	\$ 42,030.16	\$ 43,265.04	\$ 44,575.44
25	TAYLOR, JARVIS L	4/3/2017	19.26	\$42,063.84	\$10,439.52	\$ 24.04	POLICE SERGEANT	\$ 52,503.36	\$ 54,075.84	\$ 55,692.00
26	MIMS, OMON	9/13/2021	16.23	\$35,446.32	\$6,573.84	\$ 19.24	POLICE OFFICER	\$ 42,030.16	\$ 43,265.04	\$ 44,575.44



CURRENT SALARY	\$1,196,433.68	\$1,240,606.64	\$1,278,701.84
INCREASED SALARY - STEP PLAN	\$1,026,753.52		
FRINGE BENEFITS - 66.4% FOR POLICE	\$169,680.16		
TOTAL SALARY FOR UNION POLICE WITH FRINGE BENEFITS	\$794,431.96	\$823,762.81	\$849,058.02
TOTAL AMOUNT INCLUDED IN BUDGET	\$1,990,865.64	\$2,064,369.65	\$2,127,759.86
PROJECTED PBA NEGOTIATIONS' ANNUAL AMOUNT NEEDED IN EXCESS OF BUDGET	\$ (1,875,090.00)	\$ (1,875,090.00)	\$ (1,875,090.00)
	\$ 115,775.64	\$ 189,279.45	\$ 252,669.86
PRIOR YEAR (\$) AMOUNT IN EXCESS OF BUDGET	\$	\$ 115,775.64	\$ 305,055.09
ACCUMULATED AMOUNT NEEDED TO BUDGET THE SALARY INCREASE	\$	\$ 305,055.09	\$ 557,724.95

CITY OF QUINCY, IL
 COMMISSIONERS' PUNCH CLOCK PLUS \$2,600 PLAN
 FY 2023-2022 BUDGET

Position	Name	HIRE DATE	HR RATE	PER HRS ANNUAL SALARY as of 09/30/2021	YEARS OF SERVICE	JOB TITLE	Revised Salary with 1.5% raise & \$2,600	1.50%	\$2,600	\$2,600
FINANCE										
1	REEVES, DONNA M	11/26/2007	\$ 16.59	\$34,507.20	13.89	BILLING AND POSTING CLERK	\$ 2,600.00	\$35,024.81	\$ 2,600.00	\$37,624.81
2	VACANT	6/1/2021	\$ 18.50	\$38,480.00	18.78	GRANT ACCOUNTANT/ACCOUNTANT I	\$ 2,600.00	\$39,057.20	\$ 2,600.00	\$41,657.20
3	WOODARD, GLORIA A	12/1/2008	\$ 22.04	\$45,843.20	17.88	ADMINISTRATIVE ASST/FINANCIAL CLERK CUSTOMER SERVICE	\$ 2,600.00	\$46,530.85	\$ 2,600.00	\$49,130.85
4	HOWARD, SHAKENDRA M	10/21/2019	\$ 12.36	\$25,708.80	1.98	CUSTOMER SERVICE CASHIER	\$ 2,600.00	\$26,094.43	\$ 2,600.00	\$28,694.43
5	TEJADA, STEPHANIE M	8/10/2020	\$ 12.30	\$25,170.08	1.18	CUSTOMER SERVICE CASHIER	\$ 2,600.00	\$25,547.53	\$ 2,600.00	\$28,147.53
5	Vacant - albeks		\$ 12.81	\$26,534.40		CUSTOMER SERVICE EMPLOYEE	\$ 2,600.00	\$27,033.92	\$ 2,600.00	\$29,633.92
BUILDING & PLANNING										
7	YOUNG, DONNY L	7/26/2021	18.51	\$38,500.80	0.22	BUILDING INSPECTORS	\$ 2,600.00	\$39,078.31	\$ 2,600.00	\$41,678.31
8	KIMBLE, JOHNN G	4/8/2019	\$ 16.48	\$34,278.40	2.52	ADMINISTRATIVE ASSISTANT/PERMIT TECH	\$ 2,600.00	\$34,792.58	\$ 2,600.00	\$37,392.58
POLICE										
9	MOORE, ADMETRIC S	11/5/2001	\$ 21.22	\$44,137.60	19.95	ADMINISTRATIVE ASSISTANT	\$ 2,600.00	\$44,799.66	\$ 2,600.00	\$47,399.66
10	MAANUEL, SYLVIA	3/7/2016	\$ 13.75	\$28,600.00	5.61	EVIDENCE TECH	\$ 2,600.00	\$29,029.00	\$ 2,600.00	\$31,629.00
11	BASS, JOEL	6/12/2000	\$ 14.77	\$30,721.60	21.35	COMMUNICATION OFFICER	\$ 2,600.00	\$31,182.42	\$ 2,600.00	\$33,782.42
12	KILPATRICK, JANET N	6/15/2015	\$ 12.00	\$24,960.00	6.34	DISPATCHERS/COMMUNICATION OFFICER	\$ 2,600.00	\$25,334.40	\$ 2,600.00	\$27,934.40
13	MATHEWNEY, DIANE L	2/28/2005	\$ 17.77	\$36,961.60	16.64	OFFICE CLERKS, GENERAL	\$ 2,600.00	\$37,516.02	\$ 2,600.00	\$40,116.02
14	OLIVER, LINDA D	2/20/1989	\$ 18.04	\$37,523.20	32.67	COMMUNICATIONS OFFICER	\$ 2,600.00	\$38,086.05	\$ 2,600.00	\$40,686.05
15	STYKES, TAMMIE L	1/12/2013	\$ 13.00	\$27,040.00	8.76	DISPATCHERS/COMMUNICATION OFFICER	\$ 2,600.00	\$27,445.80	\$ 2,600.00	\$30,045.80
16	WHITEHEAD, HELEN	5/16/2002	\$ 15.61	\$32,468.80	19.45	COMMUNICATIONS OFFICERS	\$ 2,600.00	\$32,955.83	\$ 2,600.00	\$35,555.83
17	FINUFF, LAURIE A	9/25/2019	\$ 12.00	\$24,960.00	2.05	DISPATCHERS/COMMUNICATION OFFICER	\$ 2,600.00	\$25,334.40	\$ 2,600.00	\$27,934.40
18	JOHNSON, BRANDI J	5/1/2019	\$ 12.00	\$24,960.00	2.46	DISPATCHERS/COMMUNICATION OFFICER	\$ 2,600.00	\$25,334.40	\$ 2,600.00	\$27,934.40
FIRE										
19	WHIDDOON, CELESE M	2/22/1995	\$ 20.84	\$43,347.20	26.66	ADMINISTRATIVE ASSISTANT	\$ 2,600.00	\$43,997.41	\$ 2,600.00	\$46,597.41
PARKS & RECREATION										
20	DABADY, JEAN M	7/8/2019	\$ 14.86	\$30,908.80	2.27	RECREATION COORDINATOR	\$ 2,600.00	\$31,372.43	\$ 2,600.00	\$33,972.43
21	FIELDS, IRVIN Q	12/27/2010	\$ 14.00	\$29,120.00	10.81	MAINTENANCE WORKER	\$ 2,600.00	\$29,556.80	\$ 2,600.00	\$32,156.80
22	HIGHMAN, CHRISTOPHER L	5/9/2021	\$ 11.33	\$23,566.40	0.45	MAINTENANCE & REPAIR WORKERS - GENERAL	\$ 2,600.00	\$23,919.90	\$ 2,600.00	\$26,519.90
23	SHERMAN, ALICIA L	10/1/2018	\$ 14.42	\$29,993.60	3.04	ADMINISTRATIVE ASSISTANT	\$ 2,600.00	\$30,443.50	\$ 2,600.00	\$33,043.50
24	SWEET III, WILLIAM L	9/17/2018	\$ 11.33	\$23,566.40	3.08	MAINTENANCE & REPAIR WORKERS - GENERAL	\$ 2,600.00	\$23,919.90	\$ 2,600.00	\$26,519.90
25	WALKER, ERIC T	12/12/2016	\$ 16.83	\$34,999.55	4.84	PARKS & RECREATION SUPERVISOR	\$ 2,600.00	\$35,524.95	\$ 2,600.00	\$38,124.95
26	WILLIAMS, CHRISTOPHER M	10/16/2014	\$ 13.25	\$27,560.00	7.03	Maintenance Worker I	\$ 2,600.00	\$27,973.40	\$ 2,600.00	\$30,573.40
PUBLIC WORKS										
27	UBEYY, ABDULLAH	8/9/2021	\$ 11.33	\$23,566.40	0.18	MAINTENANCE AND REPAIR WORKER, GENERAL	\$ 2,600.00	\$23,919.90	\$ 2,600.00	\$26,519.90
28	CANDATE, THEODORE R	4/15/2019	\$ 11.59	\$24,107.20	2.50	MAINTENANCE AND REPAIR WORKER, GENERAL	\$ 2,600.00	\$24,468.81	\$ 2,600.00	\$27,068.81
29	DANIELS, LARRY D	7/30/2018	\$ 18.94	\$39,395.20	3.21	PUBLIC WORK SUPERVISOR	\$ 2,600.00	\$39,986.13	\$ 2,600.00	\$42,586.13
30	DAVIS, LITTLE M	8/5/2019	\$ 11.59	\$24,107.20	2.19	MAINTENANCE & REPAIR WORKERS - GENERAL	\$ 2,600.00	\$24,468.81	\$ 2,600.00	\$27,068.81
31	DONALD, DEMETRIC	1/8/2018	\$ 11.33	\$23,566.40	3.77	MAINTENANCE & REPAIR WORKERS - GENERAL	\$ 2,600.00	\$23,919.90	\$ 2,600.00	\$26,519.90
32	JAMES, BOBBY L	2/17/2020	\$ 11.33	\$23,566.40	1.66	MAINTENANCE AND REPAIR WORKER, GENERAL	\$ 2,600.00	\$23,919.90	\$ 2,600.00	\$26,519.90
33	LEE, TROY	6/7/2021	\$ 11.33	\$23,566.40	0.35	MAINTENANCE AND REPAIR WORKER, GENERAL	\$ 2,600.00	\$23,919.90	\$ 2,600.00	\$26,519.90
34	MCCRAY, SAMMY D	5/14/2018	\$ 15.00	\$31,200.00	3.42	Equipment Operator	\$ 2,600.00	\$31,668.00	\$ 2,600.00	\$34,268.00
35	MILLER, SIDNEY M	8/17/2020	\$ 12.50	\$26,000.00	1.16	MAINTENANCE AND REPAIR WORKER, GENERAL	\$ 2,600.00	\$26,390.00	\$ 2,600.00	\$28,990.00
36	PRICE, CHADRIC D	9/10/2012	\$ 16.54	\$34,403.20	9.10	HEAVY EQUIPMENT OPERATOR	\$ 2,600.00	\$34,919.25	\$ 2,600.00	\$37,519.25
37	PRIDE, DEANGELO R	5/14/2018	\$ 15.00	\$31,200.00	3.42	MAINTENANCE WORKER I	\$ 2,600.00	\$31,668.00	\$ 2,600.00	\$34,268.00
38	RCORRIGUEZ, DAVID	1/8/2018	\$ 11.85	\$24,648.00	3.77	MAINTENANCE & REPAIR WORKERS - GENERAL	\$ 2,600.00	\$25,017.72	\$ 2,600.00	\$27,617.72
39	VACANT	10/7/2021	\$ 11.33	\$23,566.40	0.02	MAINTENANCE AND REPAIR WORKER, GENERAL	\$ 2,600.00	\$23,919.90	\$ 2,600.00	\$26,519.90



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CITY OF QUINCY, FL
 COMMISSIONERS' PUNCH CLOCK PLUS \$2,800 PLAN
 FY 2021-2022 BUDGET

40	VACANT	10/7/2021	\$ 15.00	\$31,200.00	0.02	EQUIPMENT OPERATOR	\$ 2,600.00	\$31,668.00	
41	VACANT	10/7/2021	\$ 15.00	\$31,200.00	0.02	EQUIPMENT OPERATOR	\$ 2,600.00	\$31,668.00	
42	WILLIAMS, MICHAEL L	2/7/2021	\$ 15.51	\$32,160.80	8.64	INMATE SUPERVISOR	\$ 2,600.00	\$35,364.71	
43	DONALSON, TOMMY	12/13/2017	\$ 16.00	\$33,280.00	3.84	MAINTENANCE & REPAIR WORKERS - GENERAL	\$ 2,600.00	\$36,379.20	
44	GREEN, RICHARD	3/7/1987	\$ 17.80	\$37,074.00	34.56	TRADES WORKER II	\$ 2,600.00	\$40,179.36	
45	WOOD, LEWIS J	5/14/2018	\$ 11.33	\$23,566.40	3.42	MAINTENANCE WORKER I	\$ 2,600.00	\$26,519.90	
46	MARSHALL, LAMONTE A	12/16/2013	\$ 21.85	\$45,448.00	7.83	MECHANIC III	\$ 2,600.00	\$48,729.72	
47	MOYE, JAMICHAEL T	4/19/2021	\$ 16.00	\$33,280.00	0.49	SMALL ENGINE MECHANICS	\$ 2,600.00	\$36,379.20	
UTILITIES									
48	HAMMELMAN, MARK G	8/27/2007	\$ 14.91	\$31,012.80	14.14	STOREKEEPER - UTILITIES	\$ 2,600.00	\$34,077.99	
49	JOYNER, TRINA	7/11/2016	\$ 17.55	\$36,504.00	5.26	ADMINISTRATIVE ASSISTANT	\$ 2,600.00	\$39,651.56	
50	BAILEY, RICHARD B	2/26/2018	\$ 17.39	\$36,171.20	3.63	LINEMAN	\$ 2,600.00	\$39,313.77	
51	BRYANT, TONAYNE L	2/29/2016	\$ 19.28	\$40,102.40	5.63	LINEMAN	\$ 2,600.00	\$43,303.94	
52	CAMPBELL, EDMOND G	5/22/2017	\$ 16.29	\$33,883.20	4.40	TREE TRIMMER	\$ 2,600.00	\$36,991.45	
53	ROBERSON, JAMES	8/7/2017	\$ 16.00	\$33,280.00	4.19	LINEMAN HELPER/LABORER	\$ 2,600.00	\$36,379.20	
54	ALBRITTON, ANTHONY W	11/12/2020	\$ 11.70	\$24,336.00	0.92	METER READER - UTILITIES	\$ 2,600.00	\$27,301.04	
55	BOTELLO, ISRAEL	8/17/2017	\$ 12.98	\$26,988.40	4.16	TREE TRIMMER HELPER	\$ 2,600.00	\$29,403.38	
56	BOUIE, MICHAEL	11/9/1997	\$ 36.17	\$54,433.60	23.96	LINEMAN FOREMAN	\$ 2,600.00	\$57,850.10	
57	CASEY, CHRISTOPHER C	2/20/2018	\$ 20.81	\$43,284.80	3.65	LINEMAN	\$ 2,600.00	\$46,534.07	
58	COLON, JOSE J	7/15/2020	\$ 11.70	\$24,336.00	1.25	METER READER - UTILITIES	\$ 2,600.00	\$27,301.04	
59	VACANT	10/7/2021	\$ 11.50	\$23,520.00	0.02	UTILITIES SERVICE TECH	\$ 2,600.00	\$24,701.04	
60	GREEN, ARON T	9/24/2019	\$ 16.64	\$34,611.20	2.06	LINEMAN HELPER/LABORER	\$ 2,600.00	\$37,730.37	
61	JOHNSON SR, KENNETH B	8/3/2020	\$ 24.96	\$51,916.80	1.20	LINEMAN	\$ 2,600.00	\$55,295.55	
62	JOHNSON, BRIAN S	5/17/2021	\$ 11.25	\$23,400.00	0.41	METER READER - UTILITIES	\$ 2,600.00	\$26,351.00	
63	NGUYEN, TYLER-JAMES H	10/5/2020	\$ 11.70	\$24,336.00	1.02	METER READER - UTILITIES	\$ 2,600.00	\$27,301.04	
64	PARKER, CHARLIE L	8/18/1996	\$ 25.49	\$53,019.20	35.18	SENIOR LINEMAN	\$ 2,600.00	\$56,414.49	
65	RHAMES, SAMUEL L	9/28/2017	\$ 19.50	\$40,560.00	4.05	UTILITIES SERVICE TECH	\$ 2,600.00	\$43,768.40	
66	BROWN, RAYMOND L	5/10/2021	\$ 19.25	\$40,040.00	0.43	SENIOR UTILITIES SERVICE TECH	\$ 2,600.00	\$43,240.60	
67	COX, JOSHUA W	3/4/2019	\$ 20.94	\$43,555.20	2.62	WATER & SEWER SUPERINTENDENT	\$ 2,600.00	\$46,808.53	
68	FIGUEROA, DANMIAN	9/1/2020	\$ 11.70	\$24,336.00	1.12	UTILITIES SERVICE TECH	\$ 2,600.00	\$27,301.04	
69	COLON, JOSE	5/22/2017	\$ 16.62	\$34,569.60	4.40	UTILITIES SERVICE TECH	\$ 2,600.00	\$37,688.14	
70	BARNES, GEORGE	1/3/2017	\$ 15.60	\$32,448.00	4.78	UTILITIES SERVICE TECH	\$ 2,600.00	\$35,534.72	
71	BROCK, DAVID L	11/19/2002	\$ 18.72	\$38,937.60	18.92	SENIOR UTILITIES SERVICE TECH	\$ 2,600.00	\$42,121.66	
72	COLE, THOMAS E	10/5/2020	\$ 24.00	\$49,520.00	1.02	SUPERINTENDENT GAS	\$ 2,600.00	\$53,268.80	

\$2,344,582.03

\$2,379,750.76

\$187,200.00
 Fringe Benefits - 28%
 Total Salaries with fringe benefits
 Included in the Adopted Budget FY 2021-2022
 Amount Unfunded

\$2,566,951
 \$718,746
 \$3,285,697
 -\$3,001,065
 \$284,632

Contingency - Reserve

(\$147,446)

Amount Unfunded - Punch clock/Non-exempt positions

\$137,186

Note: The highlighted positions are non-exempt positions who do not punch the clock. The value of these positions is \$20,611.

**CITY OF QUINCY, FLORIDA
CITY COMMISSION
AGENDA REQUEST**

Date of Meeting: January 11, 2022
Date Submitted: January 4, 2022
To: Honorable Mayor and Members of the City Commission
From: Dr. Beverly Nash, Ph.D., Interim City Manager
Marcia Carty, Director, Finance Department
Subject: **Status Report and Update: Unfunded Aid to Non-Profit Organizations**

Attached documentation and information is related to aid to non-profit organizations for the City of Quincy.

**UNFUNDED AID TO NONPROFIT ORGANIZATIONS
BUDGET YEAR 2021-2022**

Name of Organization	Date Requested	Amount Requested 2021-2022	Suggested Amount to Fund 2021-2022	Proposed Intent of Funds Requested	Amount Funded FY 2020-2021
Shaw Quarters Neighborhood Watch	5/13/2021	\$1,000	\$1,000	Shaw Quarters' Day; Fruit baskets; Senior Citizen Banquet	\$1,000
Gadsden County NAACP Branch	5/11/2021	\$3,000	\$3,000	Voter registration, door to door outreach; contact and driving voters to the polls	\$3,000
Gadsden County Men of Action	5/12/2021	\$5,000	\$5,000	Toys for Tot (toys, books, and stocking)	\$3,000
Born2BeAMan, Inc.	5/19/2021	\$9,000	\$4,000	40 young men to Montgomery Alabama to attend the Legacy Museum and the National Memorial for Peace and Justice	\$0
Quincy Music Theatre	5/24/2021	\$2,000	\$2,000	Production of two shows under the Young Artist Series	\$1,000
Quincy Mainstreet	5/21/2021	\$50,000	\$10,000	\$20,000 towards operation; \$30,000 for events such as Porchfest in the Spring, Quincyfest in the Fall, Food Truck Friday, Mistletoe Market, and Saturday Farmer's Market	\$13,000
Gadsden Arts Center & Museum	5/19/2021	\$5,000	\$5,000	Art - Home Kits for 500 students; Teen Art Council, Art for Children programs, and ArtReach Afrer School partnerships	\$10,000
Closing The Achievement Gap, Inc.	11/30/2021	\$5,000	\$5,000	To provide Gadsden County students and families with free tutoring services, workshops, training and educational programs.	\$0
Gadsden County Development Council	10/22/2021	\$15,000	\$15,000	Fiscal agent for the development of the county-wide Talent Development Strategy titled Opportunity for All: Good for Business and Great for Workers.	\$15,000
Silver Star Lodge #61	12/8/2021	\$5,000	\$5,000	To provide services within the community to feed the needy hot meals, food giveaways, property cleaning for the elderly of Gadsden County.	\$0

North Florida Educational Development Corporation	12/8/2021	\$5,000	\$5,000	\$5,000	Empower individuals and families in Gadsden County to become more self-determined, self-sufficient, and self-sustaining.	\$0
Legal Services of North Florida	12/3/2021	\$40,000	\$10,000		Civil legal needs, including increases in tenant and homeownership issues, with consumer debt issues, overpayments in unemployment compensation issues with access to health care, etc.	\$10,000
Mother Care Network, Inc.	12/6/2021	\$20,000	\$10,000		To provide assistance and support to address the compounded needs of Gadsden's residents through coaching, mentoring and family bonding.	\$0
Stallworth & Associates Global	12/8/2021	\$5,000	\$5,000		Gadsden County held first Juneteenth on 06/19/2021. Planning another event 06/19/2022, to acknowledge, empower and speak on the history of Juneteenth in Quincy, Florida.	\$0

Total NonProfit Organizations' Reques \$170,000 \$85,000 \$56,000

Funding disbursed as of 12/21/2021 -\$5,000

Net Non-Profit Organizations' Funding Unfunded \$80,000

**CITY OF QUINCY, FLORIDA
CITY COMMISSION
AGENDA REQUEST**

Date of Meeting: January 11, 2022

Date Submitted: January 04, 2022

TO: The Honorable Mayor and City Commissioners

FROM: Dr. Beverly A. Nash, Ph.D., Interim City
Manager
Marcia Carty, Director, Finance Department

Subject: Audit Engagement Extension Letter
(Contractual Agreement) (Re-Submittal)
Moran & Smith LLP (Certified Public
Accountants)

Statement of Issue/Justification:

This agenda item was tabled at the December 28, 2021 City Commission meeting. City Commission requested that a **termination clause** be added to the document.

Moran & Smith has audited the City of Quincy for the past 8 years, fiscal years 2013 to 2020. Moran & Smith has been professional, accurate, and timely. The staff has benefitted from the years of governmental experience and knowledge from Chris Moran. He has made suggestions that have strengthened the city's internal controls and eliminated tasks that were burdensome with no positive impact.

Moran & Smith has proposed to continue to audit the City with a three-year engagement 2021, 2022, and 2023 at a price of \$89,000, \$89,500 and \$90,000. The cost of the 2017, 2018, 2019, and 2020 audits were \$86,000 and \$86,750, \$87,500 and \$88,250, respectively. The price for a certified public accountant has increased slightly.

The staff strongly understands that suffice resources are in place currently and it will be possible to produce the 2021 audit in March 2022, which would allow the City to present reports to local, State, and Federal governments in a timely manner with the assistance and guidance of Moran and Smith.

The staff has been well pleased with the services and consultation of Moran & Smith. It is recommended that this contractual agreement continues for the purposes of continuity and the allowance of direct understanding of the functions of the city based on size and complexities. As a function of the auditor's knowledge of and experience with the city, Moran & Smith are extremely familiar with the City of Quincy. As an auditor, Moran and Smith have demonstrated they have a duty to uphold the public trust. Because staff has experienced them as trusted professionals who have the training and knowledge to help the City of Quincy in many ways.

Therefore, it is recommended by staff to retain the services of Moran and Smith LLP for a three-year extension.

Options:

- Option 1: Approve the three-year extension.
- Option 2: Approve a one-year extension.
- Option 3: Direct the staff to issue an RFP for auditing services.

Staff Recommendation:

Option 1

Attachment:

Audit Engagement Extension Letter (Contractual Agreement) (Re-Submittal) (Revised Document) – see highlighted area, page 7 – adding termination clause.

December 21, 2021
To the City of Quincy and City Manager
City of Quincy
Quincy Florida

We are pleased to confirm our understanding of the services we are to provide the City of Quincy for the years ended September 30, 2021, 2022, 2023. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the City of Quincy as of and for the years ended September 30, 2021, 2022, and 2023. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Quincy's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context.

As part of our engagement, we will apply certain limited procedures to the City of Quincy's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Police and Fireman supplemental pension plan
- 3) Other Postemployment Benefits schedule of Funding
- 4) Budgetary comparison schedule general fund
- 5) Budgetary comparison schedule CRA
- 6) Notes to budgetary comparison schedules

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Quincy's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

Schedule of expenditures of federal awards

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Board of City Commissioners of The City of Quincy. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that some material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Quincy's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of City of Quincy's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City of Quincy's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City of Quincy in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to [include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the City of Quincy however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Moran & Smith LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to auditor general of Florida or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Moran & Smith LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the any Oversight Agency for Audit, or Pass-through Entity). If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately December 31, 2021 and to issue our reports no later than April 30, 2022. Christopher H Moran is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$89,000 for 2021, \$89,500 for 2022, and \$90,000 for 2023. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Unless otherwise agreed, both parties shall be entitled to terminate the agreement with one month's notice. The termination shall be presented in writing. When terminating the agreement, the client agrees to pay Moran & Smith LLP for any services provided prior to the termination and or any unsettled hours used, and costs incurred. Unless this agreement is terminated prematurely in accordance with the above, it shall terminate when the services have been provided.

We appreciate the opportunity to be of service to the City of Quincy and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Moran & Smith LLP

RESPONSE:

This letter correctly sets forth the understanding of the City of Quincy.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

**City of Quincy, Florida
City Commission
Agenda Request**

Date of Meeting: January 11, 2022
Date Submitted: January 02, 2022
To: Honorable Mayor and Members of the City Commission
From: Dr. Beverly A. Nash, Ph.D., NCC., Acting/Appointed City Manager
Carolyn Bush, Interim/Acting Director, Human Resources
Marcia Carty, Director, Finance Department
Subject: Personnel Action: Taken Under the Management of Former City Manager, Jack L. McLean Jr.
Ms. Carolyn Bush's Promotion to Acting/Interim Director, Human Resources and Customer Services Departments

Statement of Issue/Background/Justification:

The City of Quincy under the authorization and leadership of former City Manager, Jack L. McLean Jr. entered into the promotion and personnel action of Ms. Carolyn Bush on December 6, 2021.

Ms. Bush replaced Ann Sherman, former employee who retired on December 23, 2021. Ms. Bush was elevated from Human Resources Specialist to Acting/Interim Director, Human Resources and Customer Services Departments with a salary adjustment in the amount of **\$12,960.00**. The adjustment increases Ms. Bush salary from \$42,540.00 to \$55,500.00. Position grade from 28 to 35. This moves Ms. Bush into exempt-executive.

Ms. Bush has been employed with the City of Quincy for approximately three years. She previously was employed at Tallahassee Community College in the Human Resources Department.

The effective date of action was: December 24, 2021.

Management's Recommendation:

Ms. Bush is experienced and capable. She brings a wealth of knowledge and skill sets about the human resources and customer services.

GL Number: _____ %

GL Number: _____ %

Options:

Option 1: Approval of personnel action for the promotion of Ms. Bush to Acting/Interim Director, Human Resources and Customer Services Departments.

Option 2: Denial of personnel action for the promotion.

Option 3: Provide Direction from the City Commission.

Staff Recommendation:

Option 1

Attachment:

Attachment 1: Personnel Action Form, City of Quincy, Personnel Department/Human Resources Department

CITY OF QUINCY PERSONNEL DEPARTMENT

PERSONNEL ACTION FORM

Effective Date of Action 12-24-2021

Name of Reporting Department/Division Human Resources		Employee No. 1633	Date Prepared 12-06-2021
Name of Employee Bush Carolyn		Employee Soc. Sec. No. 8013	Employee Birth Date 05-31-1963

Address: (LAW) (FIRST) (MIDDLE INITIAL) (CITY) (STATE) (ZIP CODE)
3023 Bristol Highway Quincy Florida 32351

TYPE OF ACTION

- | | | |
|--|--|--|
| <input type="checkbox"/> Administrative Leave w/ Pay
<input type="checkbox"/> Original Appointment
<input type="checkbox"/> Reinstatement
<input type="checkbox"/> Reassignment
<input checked="" type="checkbox"/> Promotion
<input type="checkbox"/> Demotion
<input type="checkbox"/> Status Change | <input type="checkbox"/> Dismissal
<input type="checkbox"/> Retirement
<input type="checkbox"/> Death
<input type="checkbox"/> Layoff
<input type="checkbox"/> Resignation
<input type="checkbox"/> Transfer
<input type="checkbox"/> Performance Evaluation
<input type="checkbox"/> Leave of Absence w/o Pay
<input type="checkbox"/> Return from Leave of Absence w/o Pay | <input type="checkbox"/> Suspension with Pay
<input type="checkbox"/> Suspension without Pay
<input type="checkbox"/> Return from Suspension
<input type="checkbox"/> Merit Increase
<input type="checkbox"/> Pay Adjustment
<input type="checkbox"/> Reduction in Pay
<input type="checkbox"/> Name Change
<input type="checkbox"/> Funding Change
<input type="checkbox"/> Other |
|--|--|--|

STATUS

<input checked="" type="checkbox"/> B Race	<input type="checkbox"/> Probationary	<input type="checkbox"/> Temporary	<input checked="" type="checkbox"/> Full-time	<input checked="" type="checkbox"/> Exempt - Executive
<input type="checkbox"/> F Gender	<input checked="" type="checkbox"/> Permanent	<input type="checkbox"/> Trainee	<input type="checkbox"/> Part-time	<input type="checkbox"/> Senior Management Exempt Professional
	<input type="checkbox"/> Emergency			<input type="checkbox"/> Exempt <input type="checkbox"/> Non-Exempt

FROM	ACTION TAKEN	TO
HR Specialist	Position Title	HR/CS Director
28	Position Grade	35
\$30,500-\$40,985 - \$50,800	Salary Range	\$51,761 - \$63,263 - \$74,765
	Monthly Salary	
\$20,4523	Hourly Rate	\$26.682
\$42,540.00	Annual Salary	\$55,500
	Department	
	Salary Incentive	

REMARKS Ms. Bush is being Promoted to The Acting Interim Director HR/CS Director Position Replacing Ann Sherman Who is Retiring December 23rd. She Brings a Wealth of Exp. From TCC and Has Gained Municipal Exp. both in HR and CS the Past 3 Yrs. With The City. EQUIPMENT ISSUED This Promotion Includes a Salary Adjustment in the Amount of \$12,960.

Benefit	Eligibility Date	FINAL CHECK:	FUNDING
Health Insurance <input type="checkbox"/> Yes <input type="checkbox"/> No		NO. OF HOURS _____	ACCOUNT NO. _____
City Retirement 12%		ANNUAL LEAVE _____	
Life Insurance		Holiday _____	
Long Term Disability Insurance		SICK LEAVE _____	
Dental Ins. <input type="checkbox"/> Single <input type="checkbox"/> Family		CONVERSION _____	
Police & Fire Pension		OTHER _____	
Complete on all Terminations:		FINAL CHECK _____	

Recommended Re-employment: (a) Same Class Yes No
 (b) Other Class Yes No

Office Keys Returned Yes No
 Identification Returned Yes No
 Other Equipment Returned Yes No

APPROVING AUTHORITY

 DEPARTMENT SUPERVISOR _____ DATE: <u>12-15-21</u>	 HUMAN RESOURCE DIRECTOR _____ DATE: <u>12-15-21</u> CITY MANAGER DESIGNEE _____ DATE: _____
DEPARTMENT DIRECTOR _____ DATE: _____	

1. THIS FORM MUST BE COMPLETED FOR ALL PERSONNEL ACTIONS
 2. ON TERMINATIONS THIS FORM MUST BE PROCESSED BEFORE FINAL PAYCHECK IS ISSUED.
 3. DEPARTMENT HEADS MUST SEND THE COMPLETE SET OF FORMS TO PERSONNEL OFFICE - ONE WILL BE RETURNED TO DEPARTMENT
 4 3-PART FORM: 1. WHITE - PERSONNEL DEPT 2. YELLOW - PAYROLL / FINANCE 3. PINK - DEPARTMENT COPY

**CITY OF QUINCY, FLORIDA
CITY COMMISSION
AGENDA REQUEST**

Date of Meeting: January 11, 2022

Date Submitted: January 4, 2022

To: Honorable Mayor and Members of the City Commission

From: Dr. Beverly Nash, Ph.D., Interim City Manager
Carolyn Bush Interim Director, Human Resources
Department

Subject: **Policy:** Telework Policy for Health Emergencies (e.g.,
COVID-19 Pandemic and Omicron Variant)

Statement of Issue/Justification:

Telework refers to an arrangement where an employee works from home or from another non-City location away from the usual workplace through telecommunications technology. Depending on the details of the arrangement, telework constitutes either a portion of the employee's work schedule or all of it. Telework can benefit not only the employee, but also the supervisor, the team and the City of Quincy in general. Telework is consistent with best practices and workforce goals which includes, but not limited to:

- Maintaining an organizational culture that supports employee flexibility and mobility.
- Promoting a positive work/life balance.
- Promoting continuity of operations during worksite disruptions, including modified and suspended operations, such as during the COVID-19 pandemic.
- Providing a supportive and productive work environment that retains employees.

Telework is designed to support a strategy that maximizes productivity and performance, regardless of the work location, when the duties of the position allow.

Approval to telework is granted at the discretion of the department. The determination of whether an employee is eligible to participate and is approved

for telework, will be made in accordance with this policy and the unit's business needs.

Some employees may be better prepared than others to manage the unique requirements of teleworking. When evaluating a telework request, supervisors should consider whether the employee has a record of satisfactory performance in the workplace and has demonstrated the ability to:

- Prioritize work to meet deadlines.
- Accomplish job duties with minimal supervision.
- Understand their role and expectations.
- Be organized, highly disciplined and self-motivated.
- Communicate effectively with clients, stakeholders, and team members.
- Manage time effectively.

The attached telework agreement can help with this because it can be established with you're the City of Quincy's needs in mind and can adjust over time to fit how the office or department best functions.

In the midst of an ongoing public health crisis e.g., COVID-19, millions of employees have been allowed to work from home. Because of the last past two years, the workplace will never be the same again. Employees are discovering the rewards working from home can bring. They are discovering that they can get the job done with the current state of the art technology. They have creatively found ways to stay in touch with their teams and/or departments.

Peter Drucker, the famous management guru said that "Management is doing things right; leadership is doing the right things." The City of Quincy must move into the 21st century by deciding that telework is right for the organization.

Conclusion/Recommendations:

Currently, the City of Quincy does not have a policy or provisions for telework. In fact, the City of Quincy Human Resources Policies and Procedures Handbook was last updated in 2008. With rising numbers of positive COVID-19 employees and several who are currently working remotely without an approved policy, the risk and liabilities dictates the necessity to put a policy into place.

Options:

- Option 1:** **Approve policy with attachment A.**
- Option 2. Deny approval of policy with attachment A.
- Option 3. Provide direction to staff from City Commission.

Staff Recommendation:

Option 1

Attachments:

1. Telework Policy for Health Emergencies
2. Attachment A (to policy)

References:

- COVID-19 Implementation Plan Original and Revision #2 (approved by City Commission, December 14, 2021 as presented by the Human Resources Department.
- Florida Senate Order #20-00004-21B (2021)
- State Employee Telework Program, Florida Department of Management Services
- Florida Statutes, 110.171, F.S., State Employee Telework Program
- COVID-19, April 8, 2020, City of Tallahassee, Florida, City Commission Update
- 2021 Guide to Telework and Remote Work in the Federal Government
- Leveraging Telework and Remote Work in the Federal Government to Better Meet Our Human Capital Needs and Improve Mission Deliver, Office of Personnel Management, November 2021.

CITY OF QUINCY, FLORIDA

Telework Policy for Health Emergencies (e.g., COVID-19 Pandemic and Omicron Variant)

II. EMPLOYEE CONDUCT

Effective: _____

1. Purpose

- a. This policy is intended to provide a telework option for certain employees able to work from home and to help manage the workforce during the COVID-19 pandemic. This policy is not intended to serve as permanent City of Quincy Telework Policy.

2. General Policy Provisions

- a. This telework policy may allow staff to work at home for periods of time under certain conditions which are described below.
- b. The terms and conditions of employment, including all City of Quincy policies and procedures, continue to apply in any telework arrangement.
- c. The City of Quincy is under no obligation to approve any telework arrangement or to approve any telework agreement. The decision as to whether telework will be approved and will be made on a case-by-case basis.
- d. Telework is limited to no more than two weeks at a time. Any extension must be approved on a case-by-case basis by the senior leadership (department head) staff of the individual departments.
- e. Telework is limited to the following:
 - i. Employees who have received a quarantine order.
 - ii. Employees who have been ordered to remain home by the city due to exposure or potential exposure.
 - iii. Employees who have returned from a country that has been listed on the CDC's Geographic Risk Assessment for COVID-19 as a level 3 country.
 - iv. Employees who have an underlying medical condition that subjects them to increased risk from the COVID-19 pandemic, again, at the discretion of the department head.
- f. Employees who have any illness or injury, including contracting COVID-19, which restricts or renders the employee incapable of performing their job duties are not expected to and should not work from home while ill or injured. Employees should consult with the Human Resources Department on sick leave benefits.
- g. This policy applies to any person employed by the City.

3. Consideration for Telework Approval

- a.** Department Heads or senior leadership staff of each department must designate which job titles within their department which can work from home. Department must notify the Human Resource Department of that designation prior to allowing any employee to work from home. When determining whether telework is appropriate, supervisor must consider whether it is operationally feasible for the employee to perform the core duties of their job away from the worksite. Work to be performed from an alternate worksite must be part of the employee's job description. Supervisors should also consider whether the work performed can be assessed to ensure that work is being performed and whether teleworking would pose any adverse risks to the operations of the department or the city. Specifically, the supervisor should consider the following questions:
 - i.** Can the work performed be monitored by output versus time spent doing the job?
 - ii.** Is the job characterized by clearly defined tasks and deliverables?
 - iii.** Is there sufficient work for the employee to perform away from the worksite?
 - iv.** What are the technical and equipment needs required to perform away from the worksite?
 - v.** Can those technical and equipment needs be readily accessed from home.
 - vi.** Does the work require minimal need for on-site files, records, special equipment, software, or other resources?
 - vii.** Does the work require limited need for face-to-face contact with the public or colleagues?
 - viii.** Can communication with the public or colleagues be satisfied remotely?
 - ix.** Can the work be performed remotely without unnecessary risk to the security of data, network, or client confidentiality?
 - x.** If the position is supervisory or managerial, can the employee effectively supervise their subordinate employees remotely?

4. Requirement for Telework

- a.** If it has been determined based on the Consideration for Telework (Section 3) above that the employee can work from home, the following requirements apply:
 - i.** The employee must receive advance written approval from the department head before telework can begin.

- ii. The employee must maintain a timesheet indicating when the employee begins work that day and when the employee ends work that day.
- iii. The employee must work a full 7-8 hours on the City of Quincy business for each telework day.
- iv. The employee must keep the department's core business hours.
- v. The employee must check emails periodically throughout the day and must be available via email and/or phone.
- vi. Employees who telework must complete a written certification at the conclusion of each work week which provides the following:
 - 1. The employee worked the requisite 7-8 hours (or hours designated to work from home).
 - 2. The employee must provide a list or description of the work performed while teleworking.
 - 3. That the information provided by the employee is true and correct and that the employee acknowledge that they may be disciplined if the information is false.
- vii. Employee must also sign a Telework Agreement (see Attachment A). The agreement requires the employee to certify that his or her home includes a safe, private and quiet space sufficient to allow the employee to perform the core duties of the job, and that the employee has technology and equipment needed to perform the job. The agreement also provides, among things, that the City is not responsible for the costs of the employee's equipment and facilities utilized during telework, including without limitation home office space, internet, computer, and phone equipment.

5. Termination of Telework

- a. The City of Quincy can terminate any telework arrangement or agreement or modify any telework arrangement or agreement at any time.
- b. Any employee who is unable to abide by the terms of a Telework agreement and the guidelines of this policy, must notify their supervisor immediately. The supervisor, in consultation with the Department Head or the Human Resources Department is responsible for determining if the employee can continue to participate in the telework arrangement.

AGREEMENT FOR TEMPORARY TELEWORK ARRANGEMENT

City of Quincy, Florida

404 West Jefferson Street

Quincy, Florida 32351

ATTACHMENT A

(For use when telework is associated with a health emergency)

This is a telework agreement between the City of Quincy and

_____ (employee).
Name of employee

Period covered: From _____ through _____.

The noted employee agrees to participate in the telework program and to follow all applicable statutes, rules, policies, procedures, and guidelines. The City of Quincy approves the employee's participation in telework as specifically outlined in this agreement.

Duration: This agreement will be valid for the period outlined above or as extended or otherwise modified by the city.

Pay and Attendance: All pay and leave will be based on the employee's established work schedule. The employee's time and attendance will be recorded based on actual hours worked in accordance with the Fair Labor Standards Act.

Overtime: An employee working overtime will be compensated in accordance with applicable law and rules. Overtime must be approved in advance in accordance with city's policy, and although compensated, unauthorized overtime may be subject to disciplinary action.

Leave: Employees must obtain supervisory approval before taking leave in accordance with established city procedures. The employee agrees to follow established procedures for requesting and obtaining approval of leave.

Equipment: The supervisor and the employee must agree upon the equipment, if applicable, to be used in telework.

Maintenance of Equipment: Equipment provided by the city must be protected against damage and unauthorized use. City-owned equipment will be serviced and maintained by the city. Equipment provided by the employee will be at no cost to the city and will be maintained by the employee.

Costs: The City of Quincy will not be responsible for operating costs, home maintenance, or any other incidental costs (e.g., utilities, internet, etc.), associated with the use of the employee's residence for telework.

Workers' Compensation: The employee is covered by workers' compensation if injured in the course of performing official duties at the telework location.

Liability: The City of Quincy will not be liable for damages to the employee's property resulting from participation in the telework program. In signing this document, the employee agrees to hold the city harmless against any and all claims, excluding workers' compensation claims.

Verification of Home Safety: In signing this agreement, the employee verifies that the home office provides workspace that is free of safety and fire hazards. In addition, the employee will not conduct face-to-face business at his or her residence.

Data Security: While teleworking, the employee will apply safeguards which are approved by the city to protect records and electronic data from unauthorized disclosure or damage.

Termination of Agreement: It is understood by the employee that teleworking is a privilege. The city reserves the right to terminate this agreement at any time and require the employee to report to work in-person.

Work Hours and Location: The working hours and work location agreed to as a part of the Telework Agreement, which may be modified as needed by city management, are as follows:

Telework Location: _____

General Work Hours:

(Hours)

Monday: _____
Tuesday: _____
Wednesday: _____
Thursday: _____
Friday: _____
Saturday: _____
Sunday: _____

This agreement establishes the terms and conditions applicable for this period of telework:

Employee: _____	Date: _____	_____
Supervisor: _____	Date: _____	_____
Approving Authority: _____	Date: _____	_____

January 2022

**City of Quincy, Florida
City Commission
Agenda Request**

Date of Meeting: January 11, 2022
Date Submitted: January 02, 2022
To: Honorable Mayor and Members of the City Commission
From: Dr. Beverly A. Nash, Ph.D., NCC., Acting/Appointed City Manager
Carolyn Bush, Interim/Acting Director, Human Resources
Marcia Carty, Director, Finance Department
Subject: Contractual Agreement: City of Quincy, Florida, and Ms. Deshaundra Jackson. Initial/original agreement under former City Manager, Jack L. McLean Jr. Amended Contractual Agreement with Exhibit "B" and "C"

Statement of Issue/Background/Justification:

The City of Quincy under the authorization and leadership of former City Manager, Jack L. McLean Jr. entered into contractual agreement with Ms. Deshaundra Jackson effective the 29th day of September 2021. The agreement stated that Ms. Jackson would be consider a "**temporary employee**" with the "advantages and benefits inuring to temporary. In addition, "**temporary shall include vacation pay, sick leave, of any kind**". Temporary shall be entitled to participate in any benefits or benefit plan of Quincy or its affiliates with respect to the services provided under this agreement. . ." Also, "temporary hereby included any rights to benefits under any employee benefit or compensation plan. . .

The agreement also stated, "temporary will be responsible for **grant writing** duties associated with the City of Quincy". The agreement did not specify the requirements for grant writing. Per agreement: "Temporary will perform any related work as assigned by administrative personnel." Rate of pay: \$25.96 per hour. The initial contractual agreement did not specify the required minimum or maximum number of hours of work and any requirement to submit a time sheet.

FACT FINDINGS:

- It was not made clear and put in writing the details of the conditions of work for Ms. Jackson by the former city manager.
- Complete disclosure was not provided to the City Commission upon queries or otherwise.
- Ms. Jackson had a very different interpretation, based on what was promised by management, of the way of work for the contractual agreement.
- Management did not bring forth recommended policies to the City Commission on telework or temporary full-time employment. There is no formal definition by the City of Quincy regarding “temporary full-time employee” and there is no formal policy related to telework or working remotely in the Personnel Manual for the City of Quincy, copyright 2008.
- The IRS defines a “temporary full-time employee” as an employee who works at least 30 hours per week on average (130 hours of service per month) and accepts a position for less than one year. Full-time employees are eligible for benefits. An employee considered part time if they work less than 30 hours per week.
- Misinformation has been focal to the contractual agreement with Ms. Jackson.
- Ms. Jackson has done minimum work around grant writing and more work around per “administrative/management discretion per former City Manager Jack L. McLean Jr.”.
- After a second meeting with Ms. Jackson on Monday, January 3, 2022, she is fully aware of the elements of the situation and only wants to assist the city in moving forward. We are committed to correcting and putting into place all that is necessary to be appropriate and in order with all that is the City of Quincy. Ms. Jackson has read and received a copy of the proposed changes, revisions, corrections and is in concurrence.
- Timesheets although stated in Exhibit “A” were not required by management for Ms. Jackson, as well as, actual deliverables. Management allowed only a general invoice to be submitted for payment. The amended contractual agreement clearly states procedural corrections to the process.
- As I understand it, verbal agreements/conversations were standard for interaction with Ms. Jackson by management regarding telework and/or working remotely. Management put very little in writing.
- Although, the grants activities/position were/is organizationally under the Utilities Department, Robin Ryals had no knowledge of the contractual agreement and/or work schedule of Ms. Jackson. This information had not been shared by management.
- The verbal privilege agreement provided by management for working remotely or teleworking has been addressed and adjusted. An on-site working schedule has been established and agreed upon.
- As the training coordinator, Ms. Jackson will be required to work at least 30 hours per week and in accordance with IRS mandates.

Staff Recommendation:

After extensive review, consultations and discussions with staff, a retired contract administrator for a large company and a practicing consultant and diversity director for a large state agency, **staff recommends an amendment to original/initial contractual agreement to include changes as indicated (see attached amended document – attachment 2).**

These changes include, but not limited to change in conditions of employment, minimum number of working hours, and changes/revisions in duties and responsibilities and title.

All other aspects of the initial agreement as provided in the original contractual agreement by sections will remain the same, such as leave, insurance coverage and benefits and stated rate of pay as a “temporary full-time employee”, termination of services, general provisions, etc. Only those items indicated in the amendment will be changed.

In addition, if the proposed amended contractual agreement is approved for continuation, along with the invoice of 01/02/2022, it will exceed the statutory monetary amount for signature by the Acting/appointed City Manager. Therefore, **included is a request for approved monetary relief/additional funding for the continuation of the contract “for a period not to exceed six months from the effective date** or (ii) until termination of this agreement at any time pursuant to paragraph 9. . . “

Staff recommends a continuation of the contractual agreement until March 29, 2022 in the additional amount of \$10,000.00 - \$15,000.00 (please note. . . this would be additional funds).

The proposed amended contractual agreement will provide services going forward that are needed by the City of Quincy and will provide tangible benefits to the City of Quincy in the areas of customer services, employee effectiveness and efficiency. The work would also begin to lay-out a comprehensive plan for training and staff professional development that does not currently exist. Previously and currently, the Human Resources Department does not have the capacity for this important and necessary organizational function. The staff training and professional development offered through this process will support and improve employees’ skills and grow their knowledge.

Previously, Ann Sherman, former employee and Carolyn Bush, Interim/Acting Director, Human Resources (former Human Resources Specialist) facilitated the contractual agreement for the former City Manager, Jack L. McLean Jr. (management).

Marcia Carty, Director, Finance Department certified the monetary payments to Ms. Jackson (see attachment 3).

Under the proposed amended contractual agreement, jointly the Human Resources and City Manager's Office would provide directions and management.

The contractual agreement has been sent to and reviewed by Attorney Gary Roberts, City of Quincy, Florida.

GL Number: **403-520-531-10120**

Options:

Option 1: Part 1: Approval of proposed amended contractual agreement with exhibits as indicated with agreed upon at least 30 hours per week, new job title, new or revised duties and responsibilities and same rate of pay.

Part 2: Request for monetary relief/additional funds for the continuation of proposed amended contractual agreement in the amount of \$10,000.00 - \$15,000.00.

Option 2: Deny proposed amended contractual agreement and additional funds (Parts 1 and 2).

Option 3: Provide direction from the City Commission for Parts 1 and 2.

Staff Recommendation:

Option 1 (Parts 1 and 2)

Attachments:

Attachment 1: Initial/Original contractual Agreement with Exhibit "A"

Attachment 2: Amended Contractual agreement with Exhibit "B" and "C"



City of Quincy

TEMPORARY EMPLOYMENT AGREEMENT

This Temporary Agreement (the "**Agreement**") is made, executed, and entered into as of this 29 day of SEPTEMBER, 2021 and by and between the City of Quincy, Florida ("**Quincy**"), a Florida municipality located in Gadsden County, Florida, and **DESHAUNdra JACKSON** (the "**Temporary**"). Quincy and the Temporary may be referred to as a "**Party**" or collectively as the "**Parties**."

WITNESSETH:

WHEREAS, Quincy requires Temporary's services as a Temporary Employee; and

WHEREAS, Temporary has previous expertise in providing the Services required by Quincy, which are defined in Exhibit "A" to this Agreement, and is willing to provide said Services as a Temporary to Quincy.

NOW, THEREFORE, in consideration of the premises and mutual covenants and considerations contained herein, including, without limitation, Quincy's engagement of Temporary and the advantages and benefits inuring to Temporary as a result thereof, the Parties hereto, intending to be legally bound hereby, mutually agree as follows:

1. **Term**: The term of this Agreement shall begin on the date first written above (the "**Effective Date**") and shall continue: (i) **for a period not to exceed six months from the Effective Date**; or (ii) until termination of this Agreement at any time pursuant to Paragraph 9 below.

2. **Services & Responsibilities of Temporary**: Temporary's duties (the "**Services**") shall be set forth and more thoroughly described in Exhibit "A," a copy of which is attached hereto and incorporated herein by this reference. During the period of service as a Temporary Employee Temporary shall devote such time and efforts as may be required by Quincy from time to time to perform the duties hereunder. Temporary may perform Temporary Services or other services for other companies or organizations, which, in the reasonable judgment of Quincy, will not present any conflict of interest with Quincy or any of its affiliates, or materially affect or alter the performance of Temporary's duties pursuant to this Agreement

3. **Remuneration**: As full and complete compensation for any and all services that Temporary may render hereunder, Quincy shall compensate Temporary pursuant to the schedule and conditions set forth and more thoroughly described in Exhibit "A," a copy of which is attached hereto and incorporated herein by this reference. Temporary's sole compensation for the services rendered pursuant to this Agreement shall be at the rate provided for and contained in Exhibit "A." **Temporary shall include vacation pay, sick leave, of any kind. Temporary shall be entitled to**



participate in any benefits or benefit plans of Quincy or its affiliates with respect to the services provided under this Agreement or otherwise. Temporary hereby included any rights to benefits under any employee benefit or compensation plan. The Parties hereby agree that the compensation schedule and conditions identified in Exhibit "A" may be amended or supplemented from time to time, and that any amendments or supplements to said compensation schedule and conditions must be embodied in a writing signed and mutually agreed upon by both Parties.

4. **Temporary Employment Relationship and Control:** Temporary is a Temporary Employee in relation to Quincy, and this Agreement creates an employer/employee full-time temporary relationship between the Parties.

(a) Employer shall determine Temporary's hours of work under this Agreement, and Temporary shall perform all assignments and meet all deadlines as established by Quincy.

b) Contractor shall not have the authority to act for Quincy, to give instructions or orders on behalf of Quincy, or to solicit, sell, take orders for, or discuss Quincy's services, or to otherwise make commitments for or on behalf of Quincy.

(c) Quincy shall exercise control over the detail, manner, or methods by which Contractor performs the Services.

5. **Duty of Loyalty:** Temporary acknowledges that all assignments undertaken during the course of his/her engagement, as defined above, shall be conducted with honesty and integrity, and in compliance with the applicable laws of Florida. Temporary understands that in accepting an engagement with Quincy, Temporary will occupy, to a certain degree, a position of trust and confidence upon which Quincy will rely. In discharging the responsibilities of his/her position as outlined by Quincy, Temporary further acknowledges that Quincy is owed a duty of utmost honesty and loyalty. This duty includes, but is not limited to, those responsibilities outlined in Quincy's *Human Resource Guidelines*, which Temporary agrees he/she has reviewed and understands.

6. **Property:** Temporary acknowledges that Temporary may receive, be provided with, or otherwise come into possession of certain Property or equipment owned by and belonging to Quincy (the "**Quincy Property**") in the course of his/her engagement with Quincy. Temporary hereby agrees to return all Quincy Property upon the termination of his/her engagement with Quincy, regardless of the reason for such termination, or upon Quincy's request to return such Quincy Property. Temporary further agrees that, in the event that Temporary fails to return any item of Quincy Property upon the termination of his/her engagement with Quincy, or within five (5) days of Quincy's request that Temporary return Quincy Property, Temporary will become indebted to Quincy at that time in the principal amount of the replacement value. Temporary further acknowledges and agrees that, in addition to all other remedies



available to Quincy at law and in equity, and to the extent permitted by Florida law, Quincy may apply, at its discretion, any remaining compensation which would have been paid to Temporary upon termination of engagement, as full or partial payment against amounts owed by Temporary for unreturned Quincy Property.

7. **Ownership of Work Product:**

7.1 All right, title, and interest in and to all work product of any kind, tangible or intangible, developed by Temporary, or contributed to by Temporary, in connection with this Agreement or with the use of any Quincy resources, including but not limited to all related patents, copyrights, and other intellectual property rights, **shall be the sole property of Quincy**, shall be considered a work made for hire to the extent permissible under applicable law, and is otherwise assigned to Quincy.

7.2 The aforementioned work product may include, but is not limited to, ideas, expressions, developments, information, processes, trademarks, service marks, inventions, designs, technologies, computer hardware or software, original works of authorship, formulas, discoveries, patents, copyrights, copyrightable works, products, marketing and business ideas, factual compilations, recordings, video tapes, multi-media content, images, musical work, sounds, algorithms, protocols, diagrams, methods, papers, documents, letters, memoranda, tape recordings, drawings, records of any sort, and all improvements, know-how, data, rights, and claims related to the foregoing.

7.3 Temporary will promptly disclose and describe in writing to Quincy from time to time, including upon request, any work product. Temporary agrees to execute such applications, assignments and other instruments, and to provide such cooperation reasonably requested by Quincy, as are necessary to give full effect to the provisions of this Section 7.3.

7.4 Temporary acknowledges that there are no currently existing ideas, processes, inventions, discoveries, marketing or business ideas or improvements that Temporary desires to exclude from the operation of this Agreement. To the best of Temporary's knowledge, there is no other contract to assign any invention, trademark, copyright, idea, process, discovery or other intellectual property that is now in existence between Temporary and any other person (including any business or governmental entity).

8. **Copies:** Temporary will not copy, duplicate, reproduce or remove from Quincy any of the information identified in Section 7 hereof, except when necessary in the normal course of his/her duties for Quincy or when the Quincy City Manager has given his/her express written consent.



9. **Termination of Services:** This Agreement may be terminated by either Party at any time, with or without cause, immediately upon 48-hours written notice to the other Party. Upon termination of this Agreement, Temporary will promptly return to Quincy all items and copies containing or embodying the Information described in Paragraph 7 hereof, and any and all property belonging to Quincy and in the possession and/or control of Temporary at such time.

10. **Insurance:** As stated in Paragraph 3 hereof, Temporary will be covered by Quincy's employee insurance plans offered its regular full-time employees.

Temporary will, however, be covered under Quincy's workers compensation plan during work hours as identified during the terms of this Agreement.

11. **Tax Withholding:**

(a) Because Temporary will be classified as a full-time (temporary) Quincy employee during the term of this Agreement, Quincy will withhold from any amounts payable under this Agreement any and all federal, state, local, self-engagement, or other taxes applicable by law.

12. **Indemnity:** Temporary shall indemnify, defend, and hold the City, its affiliates, officials, boards, members, employees, agents, guests, and assigns harmless from any and all claims, demands, causes of action, losses, damages, fines, penalties, liabilities, costs, and expenses, including reasonable and actual attorneys' fees sustained or incurred by or asserted against the City by reason of, or arising out of, any Services provided under this Agreement and any negligence or breach of duty related thereto by Temporary. The obligations of Temporary under this Section 12 shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement. Nothing in this section shall be construed or interpreted as a waiver of sovereign immunity beyond the applicable waiver provided by Florida law.

13. **Effect of Prior Agreements:** This Agreement contains the entire understanding between the Parties hereto and supersedes any prior engagement, consulting, or other agreement, verbal or written, between Temporary and Quincy or any of their affiliates. There are no written or oral terms or representations made by either Party pertaining to the subject matter hereof other than those described herein. Temporary acknowledges that he/she has read and understands this Agreement, and that he/she has been given a copy hereof for Temporary's personal use and records.

14. **General Provisions:**

(a) *Assignability.* Neither this Agreement nor any right or interest hereunder shall be assignable by Temporary or Temporary's beneficiaries or legal representative without Quincy's prior written consent. This Agreement may be assigned by Quincy at its sole discretion.



(b) *No Attachment.* Except as required by law, no right to receive payments under this Agreement shall be subject to anticipation, commutation, alienation, sale, assignment, encumbrance, charge, pledge, hypothecation, execution, attachment, levy or similar process or assignment by operation of law, and any attempt, voluntary or involuntary, to effect such action shall be null, void, and of no effect.

(c) *Binding Agreement.* This Agreement shall be binding upon and inure to the benefit of Temporary and Quincy and their respective permitted successors and assigns.

15. **Modification and Waiver:**

(a) *Amendment of Agreement.* This Agreement may not be modified or amended except by an instrument in writing signed by the Parties hereto. No amendment or modification of this Agreement shall be otherwise valid or binding.

(b) *Waiver.* No term or condition of this Agreement shall be deemed to have been waived, nor shall there be an estoppel against the enforcement of any provision of this Agreement, except by written instrument of the Party charged with such waiver or estoppel. No such written waiver shall be deemed a continuing waiver unless specifically stated therein, and each such waiver shall operate only as to the specific term or condition waived and shall not constitute a waiver of such term or condition for the future or as to any act other than that specifically waived.

16. **Severability:** If, for any reason, any provision of this Agreement is held invalid, such invalidity shall not affect any other provision of this Agreement not held so invalid, and each such other provision shall, to the full extent consistent with law, continue in full force and effect. If any provision of this Agreement shall be held invalid, in part, such invalidity shall in no way affect the rest of such provision not held so invalid, and the rest of such provision, together with all provisions of this Agreement, shall to the full extent consistent with law continue in full force and effect.

17. **Headings:** The headings of paragraphs herein are included solely for convenience and reference and shall not control the meaning or interpretation of any of the provisions of this Agreement.

18. **Governing Law:** The validity, interpretation, performance and enforcement of this Agreement shall be governed by the laws of the State of Florida, without reference to the conflicts of law principles thereof. Exclusive jurisdiction and venue shall lie in Gadsden County, Florida.



IN WITNESS WHEREOF, the Parties have executed this Agreement on the date last signed below, but effective as of the Effective Date.

TEMPORARY

By: [Signature]

Date: 09/29/2021

Printed Name: DESHAUNDR A JACKSON

Address: 2481 LUTEN ROAD RD
QUINCY, FL 32352

Tax ID/Social Security Number: _____

CITY OF QUINCY, FLORIDA

By: [Signature]

Date: 9/29/2021

Printed Name: JACK L McLEAN JR

Title: CITY MANAGER



EXHIBIT "A"

SERVICES:

Temporary agrees to perform work for Quincy on the terms and conditions set forth in this agreement, and agrees to devote all necessary time and attention (reasonable periods of illness accepted) to the performance of the duties specified in this agreement.

Temporary will be responsible for grant writing duties associated with the City of Quincy. Temporary will perform any related work as assigned by administrative personnel.

Temporary shall comply with the policies, standards, regulations of Quincy from time to time established, and shall perform the duties assigned faithfully, intelligently, to the best of his/her ability, and in the best interest of Quincy.

TIME PERIOD OF AGREEMENT:

Services will begin on Monday, September 29, 2021 and continue through March 28, 2022 (*6 months*) – at which time this assignment will be re-evaluated to assess performance and if the assignment will continue to be funded.

COMPENSATION:

Temporary will be paid an hourly rate of **\$25.96** per hour based on hours worked.

TERMS OF PAYMENT:

Temporary must submit a timesheet to his/her department director on a bi-weekly basis for review and signature.

Quincy will make payments in bi-weekly installments at the hourly rate noted above.



**Amendment
to
Temporary Employment Agreement and/or Contractual Agreement
Deshaundra J. Jackson and the City of Quincy, Florida**

Per the temporary agreement made, executed and entered into as of the 29th day of September 2021, the following amendments are being made:

WITNESSETH:

Whereas, the City of Quincy requires temporary services as a temporary employee, but as a **"temporary full-time employee" under this contractual agreement.**

3. . . Temporary shall include vacation pay, sick leave, of any kind. Temporary shall be entitled to in any benefits or benefit plans of Quincy or its affiliates with respect to the services provided under this Agreement or otherwise. Temporary hereby included any rights to benefits under any employee benefits or compensation plan. The Parties hereby agree that the compensation schedule and conditions identified in Exhibit "A" may be amended or supplemented from time to time, and that any amendment or supplements to said compensation schedule and conditions must be embodied in writing signed and mutually agreed upon by both Parties.

The City of Quincy agrees to: vacation pay, sick leave, of any kind or any benefits or benefit plans of Quincy or its affiliates with respect to the services provided under this Agreement or otherwise.

The IRS defines a "temporary full-time employee" as an employee who works at least 30 hours per week on average (130 hours of service per month) and accepts a position for less than one year. Full-time employees are eligible for benefits. An employee considered part time if they work less than 30 hours per week. The City of Quincy will pay at least 50% of the total premium and coverage.

4. Temporary Employment Relationship and Control: ~~Temporary is a temporary employee in relation to Quincy, and this agreement creates an employer/employee full-time temporary relationship between the Parties.~~

"Temporary is a "temporary full-time employee" in association with the City of Quincy **ONLY**, and this agreement "**creates**" the concept of an "temporary full-time employee" relationship for, again, purposes **ONLY** between the Parties, which is not addressed in the City of Quincy's Personnel Manual.

4b. **Contractor** shall not have the authority to act for Quincy, to give instructions or orders on behalf of Quincy, or to solicit, sell, take orders for, or discuss Quincy's services, or to otherwise make commitments for or on behalf of Quincy.

This section describes the actual true relationship for Quincy as "contractor". Such section should read. . . **Temporary full-time employee** shall not have the authority. . .

10. **Insurance**: As stated in paragraph 3 hereof: temporary will be covered by Quincy's employee insurance plans offered to its regular full-time employees.

The City of Quincy agrees to insurance coverage, if temporary full-time employee works at least 30 hours a week or 130 hours a month on average. Temporary full-time employee who is offered benefits should be based on the company's waiting period. However, no waiting period was specified in this agreement. Assumption is that benefits started on the effective date of agreement.

15. **Modification and Waiver:**

a. Amendment of Agreement. This agreement may not be modified or amended except by an instrument in writing signed by the Parties hereto: No amendment or modification of this agreement shall be otherwise valid or binding.

All references, readings or statements indicating "temporary employee" shall refer to "temporary full-time employee".

Exhibit "A" (amendment)

Services:

Paragraph 1: Temporary agrees to perform work for Quincy on the terms and conditions set forth in this agreement, and agrees to devote all necessary time and attention (~~reasonable periods of illness accepted~~) to the performance of the duties specified in this agreement.

As a "temporary full-time employee" reference should be made in accordance to the City of Quincy leave policy, which includes accrued sick leave benefits.

Paragraph 2: Temporary will be responsible for grant writing duties associated with the City of Quincy. Temporary will perform any related work as assigned by administrative personnel.

Temporary full-time employee was assigned ONLY those duties and/or work per administrative personnel, which may not have included grant writing.

With the amended contractual agreement, the temporary full-time employee will have duties and responsibilities as **training coordinator** (see attachments: Exhibit B and C).

The duties and responsibilities will be supervised and monitored by the Human Resources Department and the City Manager's Office.

The Human Resources Department will provide day-to-day supervision and directions, as well as deliverables. The City Manager's Office will provide oversight of timesheets and invoices.

Terms of Payment:

Paragraph 6: Temporary contractor must submit a timesheet to his/her department director on a bi-weekly basis for review and signature, **along with agreed upon and required and necessary deliverables and work plans**. These include, but limited to course description, sign-in sheets, PowerPoint presentations, training surveys and evaluations, lesson plans, training calendar, data collection instruments, training review materials, reference materials and listings and other related documentation.

In witness whereof, the Parties have executed this amended contractual agreement on the date signed below, and effective as of the effective date (the 29th day of September 2021).

Temporary Full-Time Employee: Deshaundra J. Jackson

By: _____
Signature

Printed Name: Deshaundra J. Jackson Date: _____
Address: 25481 Luton Road
Quincy, Florida 32352

The City of Quincy, Florida

Interim City Manager: Dr. Beverly A. Nash, Ph.D.

By: _____
Signature

Printed Name: Dr. Beverly A. Nash, Ph.D. Date: _____
Title: Interim City Manager
Address: 404 W. Jefferson Street
Quincy, Florida 32351

Attachments:

Exhibit "B"

Exhibit "C"

Exhibit "B"

Contractual Agreement: Job Description

What does a Training Coordinator do?

Training Coordinator will work across departments and with the City of Quincy employees to provide the City of Quincy with beneficial training ideas, workshops, courses, and seminars based on new and existing employee needs. The training coordinator will work closely with Human Resources staff to coordinate training for employee onboarding procedures or individual departments. The position requires an up-to-date knowledge of training topics or technologies and company policies. The training coordinator will be responsible for teaching one and/or more training courses and/or recommending hiring appropriate and approved training personnel to perform specific duties.

Training Coordinator skills and qualifications

The Training Coordinator will have the following traits and qualifications:

- Excellent time management skills, public speaking skills, problem-solving skills and both verbal and written communication skills.
- Proficiency in word processing and presentation software.
- Ability to operate media equipment such as projectors and personal computers.
- Knowledge about traditional and modern training methods and techniques.
- Exceptional organization skills, leadership and interpersonal skills.
- Ability to work with a team and have attention to detail.
- Knowledgeable about learning management systems, instructional design and e-learning platforms.
- Ability to handle multiple assignments and assess and analyze data.

Training Coordinator duties and responsibilities

The Training Coordinator's responsibilities include more than planning and coordinating staff training. The Training Coordinator will have the following duties and responsibilities:

- Create training schedules for all departments, track and create reports on outcomes of all training and maintain training records for the City of Quincy.

- Train new hires on company policies and procedures and use the best training methods for a specific purpose or audience.
- Gather and evaluate information from employees and management on previous training to identify weaknesses and areas that need additional training.
- Prepare and coordinate all training sessions.
- Market City of Quincy's training opportunities to employees and provide information on benefits and strategies to encourage participation.
- Inform employees on scheduled training and track their progress.
- Recommend training materials and methods, order and maintain in-house training equipment and facilities approved by the City Manager's office and the Human Resources Department.

January 2, 2022

Exhibit "C"

Training Coordinator

Partial Listing of Possible Staff Training/Professional Development

General

Initial Onboarding for New Hires – Company Policies and Procedures
The Basics of Confidentiality in the Workplace and Your Role in Confidentiality
General Workplace Professionalism
Telephone Customer Service/Telephone Etiquette (current telephone system)
Communication for Better Service
Sexual Harassment and Bullying in the Workplace
Handling Difficult Customers
Critical Thinking and Problem Solving in Customer Service
Leadership in Customer Service
Customer Service Refresh
Front Desk and Receptionist Skills (Professional Image Building)

Management (Senior Leadership Staff)

Project Management
People Management
Microsoft Office 360 Suite (Software) (Word, EXCEL, PowerPoint and Outlook)
Goal Setting
Team Management
Interviewing Skills
Governmental Budgetary Process
Budget 101 - Introduction to State/City Budgeting