

# **City of Quincy**

City Hall

404 West Jefferson Street

Quincy, FL 32351

[www.myquincy.net](http://www.myquincy.net)



## **Meeting Agenda**

**Tuesday,  
April 12, 2016  
6:00 PM**

**City Hall Commission Chambers**

## **City Commission**

**Derrick Elias, Mayor (Commissioner District Three)  
Micah Brown, Mayor Pro-Tem (Commissioner District Two)  
Keith Dowdell (Commissioner District One)  
Andy Gay (Commissioner District Four)  
Daniel McMillan (Commissioner District Five)**

**AGENDA FOR THE REGULAR MEETING**  
**OF THE CITY COMMISSION OF**  
**QUINCY, FLORIDA**  
**Tuesday~April 12, 2016**  
**6:00 PM**  
**CITY HALL CHAMBERS**

**Call to Order**

**Invocation**

**Pledge of Allegiance**

**Roll Call**

**Approval of Agenda**

**Special Presentations by Mayor or Commission**

**Approval of the Minutes of the previous meetings**

1. Approval of Minutes of the 03/22/2016 Regular Meeting  
(Sylvia Hicks, City Clerk)

**Proclamations**

2. Proclamation for QuincyFest  
(Mike Wade, City Manager)

**Public Hearings and Ordinances as scheduled or agended**

**Public Opportunity to speak on Commission propositions– (Pursuant to Sec. 286.0114, Fla. Stat. and subject to the limitations of Sec. 286.0114(3)(a), Fla. Stat.)**

**Resolutions**

3. Resolution 1340-2016 Temporary Road Closing  
(Mike Wade, City Manager)

**Reports by Boards and Committees**

**Reports, requests and communications by the City Manager**

- 4. Men of Action Easement  
(Henry Gunn)
- 5. Request for RFP to Update Comprehensive Plan  
(Mike Wade, City Manager; Bernard Piawah, Building and Planning Director)
- 6. PBA Contract Ratification  
(Mike Wade, City Manager; Ted Beason, Finance Director; Glenn Sapp, Police Chief)
- 7. Fire Department Reports  
Monthly Activity Report, District Call Report  
(Mike Wade, City Manager; Curtis Bridges, Interim Fire Chief)

**Other items requested to be agendaed by Commission Member(s), the City Manager and other City Officials**

**Comments**

- a) **City Manager**
- b) **City Clerk**
- c) **City Attorney**
- d) **Commission Members**

**Comments from the Audience**

**Adjournment**

\*Items(s) Not in Agenda Packet

If a person decides to appeal any decision made by the City Commission with respect to any matter considered at this meeting, he/she may need a record of the proceedings, and for such purpose, he/she may need to ensure that verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. FS 286.0105.

Persons with disabilities who require assistance to participate in City meetings are request to notify The City Clerk’s Office at (850) 618-0020 in advance.

CITY COMMISSION  
CITY HALL  
QUINCY, FLORIDA

REGULAR MEETING  
March 22, 2016  
6:00 P.M.

The Quincy City Commission met in regular session, Tuesday, March 22, 2016, with Mayor Commissioner Elias presiding and the following present:

Commissioner Micah Brown  
Commissioner Daniel McMillan  
Commissioner Gerald A. Gay, III  
Commissioner Keith A. Dowdell

Also Present:

City Manager Mike Wade  
City Attorney Scott Shirley  
City Clerk Sylvia Hicks  
Police Chief Glenn Sapp  
Planning Director Bernard Piawah  
Finance Director Ted Beason  
Human Resources Director Bessie Evans  
Interim Fire Chief Curtis Bridges  
Customer Service Supervisor Catherine Robinson  
Public Works Director Reginald Bell  
Executive Director of Main Street Joe Munroe  
Sergeant at Arms CID Vince Rich

**Call to Order:**

Mayor Commissioner Elias called the meeting to order followed by invocation and the Pledge of Allegiance.

**Approval of Agenda**

Commissioner Gay made a motion to approve the agenda. Commissioner McMillan seconded the motion. The ayes were unanimous. The motion carried five to zero.

**Special Presentations by the Mayor or Commission**

**Approval of the Minutes of the previous meeting**

*Approval of the Minutes of March 08, 2016 Regular Meeting*

Commissioner Gay made a motion to approve the minutes of the March 08, 2016 regular meeting with corrections if necessary. Commissioner McMillan seconded the motion. Mayor Elias stated page 4 April should be March and page 6 the correct spelling should be Honderick. The motion carried five to zero.

## Proclamations

## Public Hearings and Ordinances as scheduled or agendaed

Public Opportunity to speak on Commission propositions – (Pursuant to Sec. 286.0114. Fla. Stat. and subject to the limitations of Sec. 286.0114(3) (a). Fla. Stat)

## Ordinances

## Resolutions

## Reports by Boards and Committees

## Reports, requests and communications by the City Manager

### *Capital Hydraulics Proposal to Locate into the Business Park*

Bernard Piawah Building and Planning Director informed the Commission that Capital Hydraulics is requesting for approval to locate their business in the former All-tech building at 190 Corporate Court. He stated that the Planning and Development Review Board met on March 15, 2016 and recommended approval of the project. Commissioner McMillan made a motion to approve the project. Commissioner Brown seconded the motion. The motion carried five to zero.

### *Men of Action Request Letter*

Sam Palmer of 1225 Berry Street and Ron Colston of 231 Hayward DuPont Street came before the Commission to request a letter from the City for a variance or a Quit Claim Deed to the Gadsden County Men of Action for a piece of property located at 109 North Madison Street. Mr. Palmer stated that they had tried to secure funding from the bank and after survey of the building they were told that their air condition sat on part of the City's right-of-way and if the City deeded them that property the funding would be released to them. The Attorney stated we can solve this issue by either vacating the right-of-way or granting a license to use the property to the Men of Action or the property owner. Mayor Elias stated that he would have to abstain from the vote because he is a member of the Men of Action. Commissioner McMillan stated we need to assist them with what they need he also stated we need a letter from the bank we don't want to set a precedent. The Commission advised Mr. Palmer and Colston to get a letter from the bank as well as a survey and then come back to the Commission.

### *Sheline Property Letter of Intent*

Bernard Piawah came before the Commission to request that we negotiate with the Sheline Trust for the purchase of approximately 21 acres of land adjacent to the Quincy Byrd landfill. He stated that the purpose is to help address the potential issue of contamination of groundwater from the landfill (vinyl chloride). Commissioner Gay made a motion to approve option 1: approve the letter of Intent to purchase a portion of the property adjacent to the

landfill owned by Sheline, LLP as a buffer. Commissioner McMillan seconded the motion. Commissioner Dowdell asked where the funds would come from. The Attorney stated we will appropriate the funds in next years' budget. The motion carried five to zero.

#### *Police Vehicles Purchase*

Commissioner Dowdell made a motion to approve the purchase of two police criminal investigation division vehicles. Commissioner Brown seconded the motion. The motion carried five to zero.

#### *Finance Reports - P-Card Report, Cash Requirement Report, Arrears Report*

Commissioner McMillan asked the status of the reconciliations. Mr. Beason stated that they are preparing last October and has done some prep work for this budget year.

Other items requested to be agendaed by Commission Members(s) the City Manager and other City Officials

#### **Comments**

#### **City Manager**

City Manager Mike Wade reported to the Commission that Bradley Street has been repaired, the trash on Kent and Laura Streets has been cleaned up, and the pot holes on Kent Street has been filed.

City Manager Mike Wade stated that we have been continuing to repair the street lights and thanked the Police Department for informing us of the outages while on patrol at night. Mr. Wade also asked the assistance of the residents to call the Utility Department at 850-618-0040 if they notice street lights being out.

Police Chief Sapp presented to the Commission the 2015 Crime Statistics Summary, he stated that overall crime in the City has decreased 15.5% in 2015 compared to 2014 according to the Florida Department of Law Enforcement Uniform Crime Report. He stated since 2012 the City has seen a decrease in the "total Index of Offences" reported to FDLE of 44% down from 552 offences in 2012 to 306 offences in 2015.

City Manager Mike Wade reported that the basketball championship for 13 year old are going on this week.

Commissioner Dowdell thanked the City Manager for repairing the street light on Arlington Circle and the light is out on Elm and Lincoln Streets.

**City Clerk** – None

**City Attorney**

City Attorney Scott Shirley stated that at the Executive Session a consideration of final Settlement Agreement in the case of Paul Williams v. City of Quincy, Florida and Mike Wallace, individually, Case No.: 4:15-cv-00385-RH- CAS, United States District Court Northern District of Florida, Tallahassee, Division. Commissioner Gay made a motion to accept the agreement. Commissioner Dowdell seconded the motion. The motion carried five to zero.

City Attorney Scott Shirley announced to the Commission that an Executive Session pursuant to Section 286.011(8), Florida Statutes, in the case of Christopher Stokes v. City of Quincy, Case No.: 4:15-cv-00058-WS-CAS, United States District Court, Northern District of Florida, Tallahassee Division. He stated that mediation is scheduled for April 11, 2016 and is requesting an executive session for Tuesday, April 12, 2016.

### **Commission Members**

Commissioner Dowdell asked the procedure for requesting mosquito spraying. City Manager Mike Wade said we contact the County and they would assist us.

Commissioner Brown stated that he is very pleased with cleaning up of District II, they are doing a good job.

Commissioner McMillan thanked the City for resolving an issue in his district.

Commissioner Gay stated that last April an issue appeared in the Holiday Heights Subdivision regarding group homes. He stated that it is a lack of supervision and trespassing. He stated we need file a complaint with the office of disabilities.

Clay Johnson of 225 Alba Avenue came before the Commission to inform them that he has witnessed first hand fighting, tenants missing there is because of a lack of supervision and the police has been called out there several times. He stated that this is not a good location it is dangerous for the clients and the neighbors in the community it is not safe.

Max Clark of 236 Alba Avenue came before the Commission to inform them that one of the clients was on his back dock. He stated that you would think that the state would step in and take care of the situation, it is a security issue. He stated he just wanted to make the City aware of the situation and if we can do anything we need to do it. City Attorney Scott Shirley asked how many clients are in house. Mr. Clark stated he didn't know. Commissioner Gay stated that the City of Quincy should file the complaint.

Commissioner Gay asked what happened to the gates at the Old Eastern Cemetery. The Manager stated he would look into the matter.

Commissioner Gay stated there is a lot of trash on North Shadow Street and Elise Drive vines are on the sign.

### **Citizens to be Heard**

Frieda Bass-Prieto of 329 East King Street came before the Commission to ask what steps are we taking regarding the vinyl chloride at the landfill.

Ms. Prieto stated some months ago Commissioner McMillan was asked to be appointed to the CRTPA Board and she noticed that Clarence Jackson was on the Board. It was suggested that the position be on a rotation basis.

Mayor Elias stated that the ribbon cutting ceremony was held for the new Tallahassee Community College (TCC Gadsden Center).

Mayor Elias stated that a constituent called the emergency number because the lights were out and someone told them to call back after 7:00. The Manager stated he would check on that.

Commissioner McMillan made a motion to adjourn the meeting. Commissioner Brown seconded the motion. There being no further business to discuss the meeting was adjourned.

APPROVED:

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Derrick D. Elias Mayor and Presiding  
Officer of the City Commission and of  
City of Quincy, Florida

ATTEST:

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Sylvia Hicks  
Clerk of the City of Quincy and  
Clerk of the City Commission thereof



# PROCLAMATION FOR QUINCYFEST

**Whereas**, in 1988 the Quincy Main Street organization was looking for an event that would celebrate the small town friendliness of Quincy and bring together the varied segments that make up the fabric of our city. Thus was born Quincyfest. The site chosen was the courthouse square; and

**Whereas**, with the courthouse as a backdrop and huge ancient oaks providing shade for the participants, more than 5,000 people came to browse the booths, greet old friends and share fellowship. We had arts and crafts, food, entertainment, hot air balloons and much more; and

**Whereas**, more than eight Quincyfest festivals were organized and presented. For various reason, 1996 was the last Quincyfest held until the festival was reborn in May 2004 as Quincyfest Blues and Barbeque to present; and

**Whereas**, the festival featured free blues bands on stage and barbeque vendors both professional and backyard lined the streets; and

**Now, Therefore** by the power vested in me, Derrick D. Elias as Mayor of the City of Quincy, Florida and on behalf of my colleagues of the City Commission: Mayor Pro-Tem Micah Brown Commissioner Keith A. Dowdell, Commissioner Daniel McMillan and Commissioner Gerald A. Gay, III, City Employees, and the Citizens of Quincy, Florida does hereby proclaim May 7, 2016 as Quincyfest Day in the City of Quincy, Florida.

Done and ordered this April 12, 2016.

APPROVED:

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Derrick D. Elias, Mayor and Presiding Officer  
City of Commission and  
City of Quincy, Florida

## RESOLUTION No. 1340-2016

### **A RESOLUTION GRANTING THE REQUEST OF THE CITY OF QUINCY THE TEMPORARY ROAD CLOSING FOR THE 2016 QUINCY FEST 20<sup>TH</sup> ANNIVERSARY OF ALL AMERICA EVENT**

**WHEREAS**, The City of Quincy has requested the closing of certain roads for its 2016 Quincy Fest 20<sup>th</sup> Anniversary of All America City to be held on Saturday, May 7th, 2016.

**WHEREAS**, The City of Quincy has determined that said road closings are necessary in order for the Quincy Fest 20<sup>th</sup> Anniversary of All America City event to take place as planned and that such use will not interfere with the safe and efficient movement of traffic or cause danger to the public.

**NOW THEREFORE BE IT RESOLVED** by the City Commission of the City of Quincy, Florida, in lawful session assembled, that the city of Quincy does hereby authorize and permit the temporary closing of the following State/County and City Road;

On Saturday, May 7th, 2016 beginning at 6:00am, North Adams Street between the intersections of US Highway 90 and King Street, North Madison Street between the intersections of US Highway 90 and King Street, Franklin Street between the intersections of Monroe Street and Duval Street, and Washington Street between the intersections of Monroe Street and Duval Street will be closed until 9:00pm.

**PASSED** in open session of the City Commission of the City of Quincy, Florida on the 12<sup>th</sup> day of April, A.D., 2016

APPROVED:

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Derrick D. Elias, Mayor and Presiding Officer of  
The Quincy City Commission  
City of Quincy, Florida

ATTEST:

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Sylvia Hicks  
Clerk of City of Quincy and  
Clerk of the City Commission thereof

**INDEMNIFICATION AND**  
**HOLD HARMLESS**

WHEREAS, THE QUINCY MAIN STREET has requested THE CITY OF QUINCY, FLORIDA to permit the temporary closing of certain city streets for the 2016 QUINCY FEST: 20<sup>th</sup> ANNIVERSARY OF ALL AMERICA CITY Saturday, May 7, 2016 from 6am ending promptly at 9:00 PM. from and WHEREAS, in order for such temporary closure to take place, The CITY OF QUINCYFLORIDA requires that the requesting party agree to certain conditions and restrictions imposed by the City's policy for such event including entering into this Hold Harmless AGREEMENT NOW THEREFORE, THIS INDENTURE made and entered into this \_\_\_\_\_ Day of May 7, 2016 by and between THE QUINCY MAIN STREET, hereinafter called the PERMITTEE, and the CITY OF QUINCY, 404 West Jefferson St, Quincy Florida 32351-2328.

**WITNESSETH:**

That for and in consideration of the CITY OF QUINCY FLORIDA granting Of certain City Streets, the PERMITTEE does hereby agree as follows, to-wit:

THAT PERMITTEE will be issued a permit by the CITY OF QUINCY FLORIDA for THE 2016 QUINCY FEST: 20<sup>th</sup> ANNIVERSARY OF ALL AMERICA CITY To be held Saturday, May 7, 2016 from 6am ending promptly 9pm.

THAT the PERMITTEE will assume all responsibility for any liability claims arising from or based upon all activities connected with THE 2016 QUINCY FEST: 20th ANNIVERSARY ALL OF AMERICA CITY and The CITY OF QUINCY FLORIDA will not be held responsible for any loss, costs or expenses arising in any manner as a result of the aforementioned event. THAT the PERMITTEE will purchase at its own expense liability insurance policy providing special events coverage for the limits of at least \$1,000,000 and showing THE CITY OF QUINCY FLORIDA as an additional named insured, and a copy of said policy shall be provided to THE CITY OF QUINCY FLORIDA prior to such event.

That the PERMITTEE will indemnify and hold THE CITY OF QUINCY FLORIDA harmless and against any and all claims, losses, injuries, damages, liabilities, or of nature, which may arise out of result from the THE 2016 QUINCY FEST: 20th ANNIVERSARY OF ALL AMERICA CITY. That the PERMITTEE will not authorize or permit any commercial use of use of the roadways involved or temporarily closed for THE 2016 QUINCY FEST: 20th ANNIVERSARY of ALL AMERICA CITY except as may be otherwise specifically allowed law.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and

Day of \_\_\_\_\_, A.D. 2016.

SIGNED. sealed  
In the

QUINCY MAIN STREET

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

BY: [Signature] 4/6/2016

\_\_\_\_\_  
Signature

Its EXECUTIVE DIRECTION

CITY OF QUINCY,  
FLORIDA  
BY: \_\_\_\_\_

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

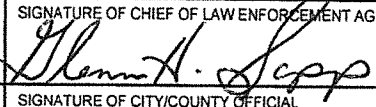
Its \_\_\_\_\_

\_\_\_\_\_  
Signature

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**REQUEST FOR TEMPORARY CLOSING/SPECIAL USE OF STATE ROAD**

850-040-65  
 MAINTENANCE  
 03/06  
 Page 1 of 2

- Instructions: 1. Obtain signatures of local law enforcement and city/county officials.  
 2. This form must be submitted by the local governmental authority to FDOT to obtain written approval. Allow adequate time for the review.  
 3. Attach any necessary maps or supporting documents.

NAME OF ORGANIZATION <b>Quincy Main Street</b>		PERSON IN CHARGE <b>Lt. Larry Gilyard</b>		DATE <b>4/6/16</b>
ADDRESS OF ORGANIZATION <b>5 N. Madison St. Quincy Fl 32351</b>			TELEPHONE NUMBER <b>(850) 662-1812</b>	
TITLE OF EVENT <b>2016 Quincy Fest: 20th Anniversary of All America City</b>				
DATE OF EVENT <b>5/7/16</b>	STARTING TIME OF EVENT <b>6:00 am</b>	DURATION OF EVENT (APPROX.) <b>15 hours</b>	ACTUAL CLOSING TIME (INCLUDING SETTING UP BARRIERS, ETC.) <b>9:00 PM</b>	
PROPOSED ROUTE (INCLUDE STATE ROAD NUMBER, SPECIFIC LOCATION, ETC. - INCLUDE MAPS) <b>SEE ATTACHED MAP</b>				
DETOUR ROUTE (INCLUDE ALTERNATE ROUTES - INCLUDE MAPS) <b>SEE ATTACHED MAP</b>				
NAME OF DEPT. RESPONSIBLE FOR TRAFFIC CONTROL, ETC. (CITY POLICE, SHERIFFS DEPT., FLORIDA HWY. PATROL, ETC.) (INCLUDE PRECINCT NO.) <b>CITY OF QUINCY POLICE DEPARTMENT</b>				
SPECIAL CONDITIONS				
THIS SECTION IS TO BE COMPLETED WHEN PERMITTING SPECIAL USE OF A STATE ROAD FOR FILMING				
LICENSED PYROTECHNICS OPERATOR _____		LICENSE NO. _____		
APPROVAL OF LOCAL FIRE DEPARTMENT _____				
LIABILITY INSURANCE CARRIER _____		POLICY EFFECTIVE DATE _____		
COVERAGE AMOUNT _____ (\$1,000,000 MINIMUM)				
LENGTH OF COVERAGE _____ DAYS				
FEDERAL AVIATION ADMINISTRATION APPROVAL FOR LOW FLYING FILMING _____				
ADDITIONAL LIABILITY INSURANCE AMOUNT _____		(\$5,000,000 MINIMUM)		
TYPED NAME AND TITLE (INCLUDE BADGE NO IF APPROPRIATE) <b>Glenn Sapp, Police Chief</b>		SIGNATURE OF CHIEF OF LAW ENFORCEMENT AGENCY 		DATE SIGNED <b>4/6/16</b>
TYPED NAME AND TITLE OF CITY/COUNTY OFFICIAL <b>Mike Wade, City Manager</b>		SIGNATURE OF CITY/COUNTY OFFICIAL		DATE SIGNED

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
TEMPORARY CLOSING OF STATE ROAD PERMIT

Date: \_\_\_\_\_

Permit No. \_\_\_\_\_

Governmental Entity

Approving Local Government	<u>City of Quincy</u>	Contact Person	<u>Lt. Larry Gilyard</u>
Address	<u>404 W. Jefferson St. Quincy Fl. 32351</u>		
Telephone	<u>(850) 627-7111</u>	Email	<u>lgilyard@myquincy.net</u>

Organization Requesting Special Event

Name of Organization	<u>Quincy Main Street</u>	Contact Person	<u>Joseph E. Munroe</u>
Address	<u>5 N. Madison St. Quincy Fl. 32351</u>		
Telephone	<u>(850) 662-1812</u>	Email	<u>joe@quincy-mainstreet.org</u>

Description of Special Event

Event Title	<u>2016 Quincy Fest: 20th Anniversary of All American City</u>	Date of Event	<u>05/07/16</u>
Start Time	<u>6:00 am</u>	End Time	<u>9:00 pm</u>
Event Route (attach map)	<u>see attached map</u>		
Detour Route (attach map)	<u>see attached map</u>		

Law Enforcement Agency Responsible for Traffic Control

Name of Agency	<u>Quincy Police Dept.</u>
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US Coast Guard Approval for Controlling Movable Bridge

Not Applicable	<input type="checkbox"/>
Copy of USCG Approval Letter Attached	<input type="checkbox"/>
Bridge Location	_____

The Permittee will assume all risk of and indemnify, defend and save harmless the State of Florida and the FDOT from and against any and all loss, damage, cost or expense arising in any manner on account of the exercise of this event.

The Permittee shall be responsible to maintain the portion of the state road it occupies for the duration of this event, free of litter and providing a safe environment to the public.

Signatures of Authorization

Event Coordinator	<u>Larry Gilyard</u>	Signature	<u>Larry Gilyard</u>	Date	<u>4/5/16</u>
Law Enforcement Name/Title	<u>Glean Sapp Police Chief</u>	Signature	<u>Glean H. Sapp</u>	Date	<u>4/5/16</u>
Government Official Name/Title	_____	Signature	_____	Date	_____

FDOT Special Conditions


FDOT Authorization

Name/Title	_____	Signature	_____	Date	_____
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# THE CITY OF QUINCY POLICE DEPARTMENT

121 East Jefferson Street

Quincy, Florida 32351

Phone: (850) 875-7335

Fax: (850) 627-3979

## PARADE/EVENT PERMIT

NAME OF ORGANIZATION Quincy Main Street		PERSON IN CHARGE Lt. Larry Gilyard		DATE 04/06/2016	
ADDRESS OF ORGANIZATION 5 North Madison St				TELEPHONE NUMBER (850) 662-1812	
TITLE OF EVENT 2016 Quincy Fest: 20th Anniversary of All America City					
DATE OF EVENT: 05/07/2016	ALTERNATE DATE:	START TIME 10:00am	DURATION OF EVENT 8	ENDING TIME 6:00pm	
EVENT LOCATION OR PARADE ROUTE: (if Permit is for parade, attach map indicating route, starting point and ending point.) : See Attached Quincy Fest Map					
SPECIAL CONDITIONS OR NEEDS: (Any applicable rental fees, clean up fees, Utility fees, or other services required must be approved by the City Manager prior to permit approval.) Trash pickup will be conducted by City of Quincy Public Works Department. There will be a pedestrian net on the southside of the courthouse to prevent people from walking into the street (Hwy 90). The net will be left open at the handicap ramp to allow for its use.					
LIABILITY INSURANCE IN THE AMOUNT OF \$1,000,000.00 LISTING THE CITY OF QUINCY AS AN ADDITIONAL INSURED, WITH A HOLD HARMLESS AGREEMENT, MUST BE OBTAINED AND ATTACHED TO PERMIT. Insurance and Agreement Attached: YES <input type="checkbox"/> NO <input type="checkbox"/>					
Parade / Event Permit: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied <i>Allen H. Lopez, Chief</i>					
Parade / Event Permit: <input type="checkbox"/> Approved <input type="checkbox"/> Denied _____					
FDOT Permit: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> N/A					
COMMENTS: <u>The Police Dept. will seek permission from FDOT to close N. Adams St., after the commission approval.</u>					



# CERTIFICATE OF LIABILITY INSURANCE

QUINMAI-01

SFISHEI

DATE (MM/DD/YYYY)

4/4/2016

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

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

<b>PRODUCER</b> Maury, Donnelly & Parr 24 Commerce St. Baltimore, MD 21202		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (410) 685-4625 E-MAIL ADDRESS: FAX (A/C, No): (410) 685-3071	
<b>INSURED</b>  Quincy Main Street PO Box 508 Quincy, FL 32353		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: CNA Insurance Companies INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		<b>NAIC #</b> 52412	

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BINDER 0330	03/30/2016	03/30/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 0 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						PER STATUTE OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 The City of Quincy, City of Quincy Police, and City of Quincy Public Works are Additional Insureds.

**CERTIFICATE HOLDER****CANCELLATION**

The City of Quincy  
 City of Quincy Police and City of Quincy Public Works  
 404 West Washington Street  
 Quincy, FL 32351

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

AUTHORIZED REPRESENTATIVE

**CITY OF QUINCY  
CITY COMMISSION  
AGENDA REQUEST**

**MEETING DATE:** April 12, 2016

**DATE OF REQUEST:** April 8, 2016

**TO:** Honorable Mayor and Members of the City Commission

**FROM:** Mike Wade, City Manager  
Scott Shirley, City Attorney

**SUBJECT:** Men of Action Easement

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**Statement of Issue:**

The Gadsden County Men of Action own property located at 109 N. Madison St. in which the air conditioning units encroach onto City property. The financing institution has expressed concern about the encroachment and requires that the Men of Action obtain an easement or deed from the City for the property. Staff has communicated with the Business Services Manager of the financing institution and has arrived at a potential solution. Staff plans to bring a Resolution before the Commission at the next Commission meeting for approval that will grant the Men of Action authorization to have the A/C units located on the City property.



April 1, 2016

Gadsden County Men of Action  
P.O. Box 1526  
Quincy, FL 32353-1526

Re: Easement for AC Unit

Dear Gentlemen of the Gadsden County Men of Action,

Attached please find the survey on your property located at 109 North Madison Street, Quincy, FL, dated January 7, 2016. This survey indicates that your air conditioning units are encroaching on property currently owned by the City of Quincy. This creates a risk for you and a potential risk for the credit union as at any time the City of Quincy could require you to move the AC unit from their property. Therefore we have requested that you keep a minimum of \$5,000 on hold with us as a reserve should the City of Quincy ever require you to move your AC unit.

There is one of two remedies that you can do to resolve this so that you do not to continue tying up funds. The first it to enlist the City of Quincy to give you an easement for the portion land that the ac unit current sits on. Or you can actually ask the City of Quincy to deed that portion of property over to the Gadsden County Men of Action.

If you or the City officials have any questions regarding the survey, please contact Peter Okonkwo at 850-528-0052 or my self at 850-410-3565

Sincerely,

A handwritten signature in black ink, appearing to read "Sherwood Brown", written over a horizontal line.

Sherwood Brown, MBA, CFP®  
Business Services Manager



**LEGAL DESCRIPTION:**

Begin 15 feet South of the Northwest corner of lot 42, according to the original map or Plat of the Town of Quincy, Florida as recorded in Plat Book 1 Page 2, run South 55 feet, East 50 feet, North 55 feet, and West 50 feet to the Point of beginning, lying in Gadsden County, Florida.

**ALSO BEING DESCRIBED AS (OR Book 394, Pg. 1741):**


Seventy (70) feet off of the north end of lot forty-two (42) according to the original map or plat of the Town of Quincy, Florida; as recorded in Plat Book 1, Page 2, Public Records of Gadsden County, Florida; LESS AND EXCEPT the North Fifteen (15) feet thereof previously conveyed to the City of Quincy for an alley and related purposes only.

**NOTE:**

- 1.) Encroachments as shown if any, are above ground level.
- 2.) All measurements are in U.S. Feet
- 3.) No underground foundations located.
- 4.) No improvements located other than shown.
- 5.) This Survey is dependent on existing monumentation.
- 6.) This Survey does not reflect or determine ownership.
- 7.) Source of Information - Taken from instruments recorded in the Public Records of GADSDEN COUNTY, Florida, as per Map or O.R. Book 805 Pg. 248, O.R. Book 791 Pgs. 1571 and others.

**CERTIFIED TO:**

Gadsden County Men of Action, Inc.  
Williams, Gautier, Gwyn, Deloach & Sorenson, PA  
First Commerce Credit Union  
First American Title Insurance Company

<p><b>NOTE:</b> The Flood Zone designation denoted on this Survey Sketch was derived from the Federal Insurance Rate Map as indicated. The location of any zone lines were graphically scaled from said Federal Map. This information is provided as is and is not intended to represent any engineering or Flood Prone Area determinations by this firm.</p> <p>Flood Insurance Rate Maps indicate the property is located in Flood Zone "X" as indicated on Community No. 120093, Panel 0229C dated February 4, 2009</p>	<p><b>LEGEND:</b> R = RADIUS Δ = CENTRAL ANGLE L = ARC LENGTH T1N = TOWNSHIP 1 NORTH R1W = RANGE 1 WEST ○ = SET IRON ROD &amp; CAP 5/8" LG 1/2" DIA (SIRC) ○ = SET NAIL AND CAP 1/8" DIA (SIRC) ■ = FOUND CONCRETE MONUMENT (FCM) ■ = FOUND IRON ROD &amp; CAP (FIRC) ■ = FOUND IRON PIPE (FIP), FOUND IRON ROD (FIR) ■ = FOUND PINCHED PIPE (FPP) ▲ = FOUND NAIL AND CAP (FNAC) PRM = PERMANENT REFERENCE MONUMENT FTCM = FOUND TERRA COTTA MONUMENT CB = CHIRING BEARINGS</p>	<p>CH = CHORD DNF = DIS NOT FWD SF = SQUARE FEET (P) = PLAT (D) = DEED (S) = SURVEY DATA (C) = CALCULATED DATA (R) = RECORD DATA TYP = TYPICAL RF = FARM FENCE CONC = CONCRETE TELS = TELEPHONE PEDSTAL</p> <p>ELEC = ELECTRIC SERVICE BOX PP = POWER POLE P.C. = POINT OF CURVATURE T = TANGENT</p>	<p>P.O.B. = POINT OF BEGINNING P.O.C. = POINT OF COMMENCEMENT P.B. = PLAT BOOK Pg. = PAGE O.R. = OFFICIAL RECORD # = NUMBER R/W = RIGHT-OF-WAY C = CENTER LINE EP = EDGE OF PAVEMENT OHC = OVER HEAD ELECTRIC CBW = CONCRETE SIDEWALK CDW = CONCRETE DRIVEWAY CLF = CHAIN LINK FENCE ADW = ASPHALT DRIVEWAY CATV = CABLE TV SERVICE BOX ICV = IRRIGATION CONTROL VALVE PL = PROPERTY LINE</p>	<p>I hereby certify this survey to be a true and accurate representation of the property shown hereon and was made under my direct supervision and control. This survey meets minimum technical standards as established by Chapter 5-17 of the Florida Administrative Code.</p> <p>Signed: <i>Steven D. Vaughn</i> Date: 1/7/16</p> <p>Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.</p> <p style="text-align: center;"><b>Steven D. Vaughn</b> Professional Surveyor and Mapper Florida Certificate No.: 4268</p>		
<p>Prepared For: <b>Gadsden County Men of Action, Inc.</b></p>				<p style="text-align: center;"><b>SPECTRA ENGINEERING &amp; RESEARCH, INC.</b> CIVIL • ENVIRONMENTAL • PLANNING • LAND SURVEYING 1315 East Lafayette Street, Suite B, Tallahassee, Florida 32304 Tel: (850)-888-9834 Fax: (850)-842-2717</p>		
<p>Project: <b>Boundary Survey</b> <b>109 Madison Street</b> <b>Quincy, Gadsden County, Florida</b></p>		<p>Certificate of Authorization No. 5698</p>	<p>Field Date: 1/7/16 Field Book 84, Page 73</p>	<p>Job No.: 16-002</p>	<p>Scale: N/A</p>	<p>Sheet No.: 2 OF 2</p>
<p>Drawn By: EC</p>	<p>Party Chief: Terry Washburn</p>					

**GADSDEN COUNTY MEN OF ACTION  
109 North Madison Street  
Quincy, Florida 32351**

**INFORMATION ONLY**

March 15, 2016

From 3/22/2016 Agenda

Quincy City Commissioners  
C/O Mayor Derrick Elias  
404 W. Jefferson Street  
Quincy, Florida 32351

The Honorable Mayor Derrick Elias:

The Gadsden Men of Action are requesting a variance or a Quick Claim Deed for a space of 51ft. X 6ft. 7in. on the North side of the building at 109 North Madison Street.

The Gadsden County Men of Action purchased the building at 109 Madison Street. At the time of the purchase of the building, two air conditioners were already located on City Property. These air conditioners were located on city property before the building was purchased by the GMOA. With the purchase of another air conditioner, now there are three (3).

Below the Air Conditioners, there is a ramp that extends 6ft. 7in. beyond the side of the building. Our air conditioners extend 4ft. beyond the side of the building.

The bank has asked for a resolution of this issue. We are seeking a variance or a quick claim deed for 51ft. X 6ft. 7 in.

The Gadsden Men of Action look forward to your favorable consideration and approval of this request.

Respectfully,



Henry Gunn, President  
Gadsden Men of Action

**CITY OF QUINCY  
CITY COMMISSION  
AGENDA REQUEST**

**MEETING DATE:** April 12, 2016

**DATE OF REQUEST:** April 7, 2016

**TO:** Honorable Mayor and Members of the City Commission

**FROM:** Mike Wade, City Manager  
Bernard O. Piawah, Director, Building and Planning

**SUBJECT:** Request for Proposal to Update the Comprehensive Plan

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**Statement of Issue:**

The purpose of this agenda item is to request authorization from the City Commission to advertise the request for proposal to update the City's comprehensive plan. The latest version of the City's comprehensive plan was prepared in 2008 and approved by the state in 2010. Due to passage of time and changes in state law several policies of the plan as well as the supporting data and analysis have been rendered obsolete. Furthermore, the Capital Improvements Element of the plan, and more specifically, the 5-year short range and 10-year long range schedules of capital improvements have expired and should be updated. The notion that the comprehensive plan will need to be updated was presented to the Commission during the preparation of the 2015-2016 budget and \$50,000.00 was included in the budget for that purpose. The City's staff is recommending that the City Commission grant authorization to staff to advertise the request for proposal to update the comprehensive plan. Upon completion of the bidding process, the selected candidate will be brought to the Commission for approval. Attached to this memorandum is the request for proposal.

**OPTIONS:**

- Option 1. Authorize City staff to request for a proposal to update the City's comprehensive plan
- Option 2: Do not authorize City staff to request for a proposal to update the City's comprehensive plan

**Staff Recommendation:**

Option 1



**REQUEST FOR PROPOSAL**  
**(RFP Number B&P 2016-1)**  
**April 7, 2016**

**Organization:** City of Quincy, Florida

**Title:** Updating the City of Quincy Comprehensive Plan

**Summary/Background:** Quincy, Florida is a quaint city of about 8,000 people located on the outskirts of Tallahassee (approximately 20 miles west of the State Capital). It is the seat of Gadsden Government and the hub of Gadsden County economic activities. The latest version of the City's comprehensive plan was prepared in 2008 and approved by the state in 2010. Due to passage of time and changes in state law several policies of the plan as well as the supporting data and analysis have been rendered obsolete.

The City of Quincy is currently accepting written proposals from individuals or firms to update the City of Quincy Comprehensive Plan. The City will be interested in a candidate with experience in comprehensive plan preparation and Florida growth management law with demonstrated past work examples to show.

Sealed proposals must be received by the Quincy Building and Planning Department, 404 W. Jefferson Street, Quincy, FL 32351 on or before 4:00 PM, Friday, May 20, 2016. Please, direct all your inquiries or questions to:

Bernard Piawah, Director, Building and Planning Department, Quincy, Florida; phone number 850-618-1885 or by email to: [bpawah@myquincy.net](mailto:bpawah@myquincy.net).

Proposers are fully responsible for the timely delivery of proposals. All proposals should include at least two summary examples of past work in comprehensive plan preparation and update. Proposals may be withdrawn at any time prior to opening. Late proposals will not be accepted and will be returned to the proposer marked "too late". For the purpose of receiving proposals, "City of Quincy time clock" located in City Hall mailroom shall be considered the official time. Proposals must contain original signatures and **MUST NOT** be conveyed to the City Manager's Office by electronic means. Telegraph, telephone and facsimile machine proposals will not be accepted under any circumstances. For a complete copy of the Request for Proposal, please contact Bernard O. Piawah, at the phone number and email address stated above.

The City of Quincy reserves the right to reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal which in its judgment best serves the interests of the City.

**Pursuant to Section 2-474 of the Quincy Code of Ordinances, “the City Commission shall give a preference in an amount not to exceed three percent of the bid price to a local person, firm, corporation or other business entity”.**

As a condition of proposing, please be advised that, pursuant to Section 287.133, Florida Statutes, all proposers will be required to execute a sworn statement of whether the person, or an affiliate of that person was convicted of a public entity crime after July 1, 1989. Furthermore, please be advised that, in the event of a tie, preference will be given to those proposers who submit documentation evidencing the adoption and implementation of a drug free work place policy.

## **INTRODUCTION**

The City of Quincy issues this RFP for the purpose of obtaining the services of a competent firm or individual to assist the City in updating its comprehensive plan.

### **Scope of Work**

The successful consultant must be able to provide the following services with excellence:

#### Data Collection

- Update the data and analysis of each element of the comprehensive plan including the population projection and housing data and analysis.
- Update the schedule of capital improvements to establish new short range and long range schedules.

#### Mapping

Update the existing and future conditions maps of each element, where applicable.

#### Goals, Objectives and Policies

Update the goals, objectives and policies of each of the comprehensive plan.

### **Work Approach:**

- Prior to the commencement of the work, the selected firm will: 1) meet with the City Manager and Planning Director and discuss the work and 2) establish the timeline for the delivery of work products.
- Schedule regular meetings with the Planning Director to update him on work progress and answer questions pertaining to the work. The project manager for the City will be the Planning Director.
- Periodically present to the City Manager and Planning Director, the draft of the updated data analysis for each element.
- Meet with the Finance Director, and the heads of public facilities and services related departments to identify the projects to be included in the short and long range schedules of capital improvements.
- Present to the Manager, Planning Director and Finance Director a draft updated five-year and 10-year schedules of capital improvements.
- Present to the Manager and Planning Director, the updated goals, objectives, and policies of each element.

## **SUBMISSION DETAILS**

Responses to this solicitation must be submitted in three copies and in a sealed envelope bearing the name of the firm or individual, and the address as well as the title of the RFP. The responses must be delivered to the City of Quincy Planning Department located at 404 West Jefferson Street, Quincy, FL 32351 no later than 4:00 p.m. on Friday, May 20, 2016.

The City reserves the right to reject any and all submittals or to waive any minor irregularities in the process. The City further reserves the right to seek new proposals for RFP's when it is reasonably in the best interest of the City. Minority owned and operated businesses are encouraged to participate in the submission process.

All responses to this request will be exempt from Public Records until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals or final replies, whichever is earlier.

## **RFP REQUIREMENTS**

Consultants will submit RFP documentation as outlined below and will be rated on technical abilities as outlined in the evaluation criteria.

The City Manager in conjunction with the Purchasing Department will have approval responsibility for projects under \$10,000. Contracts \$10,001 and over require Board approval.

Proposals should be submitted in the format outlined under the evaluation criteria: below

1. Professional Liability Insurance (provide coverage copies with RFP proposal submission).

Consultant shall agree to maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000 the City reserves the right, but not the obligation, to review and request a copy of the Consultant's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the Consultant warrants the retroactive date equals or precedes the effective date of this contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced; or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, the Consultant shall agree to purchase a SERP with a minimum reporting period not less than three (3) years.

2. Evaluation Criteria

Provide a maximum of pages long introductory letter briefly describing the background of the company, knowledge and experience in comprehensive plan preparation and plan updates, staff capabilities and work quality. The remaining information shall be bound, and the sections should conform to the following headings, on which the submission will be evaluated:

### 2.1 Relevant Company Experience (35%)

This section must include:

- A statement/declaration as to why your firm is interested in working for the City, what it has to offer the City and why the City should select your firm;
- A listing of recent relevant project experience, categorized to suit the services to be provided to the City;
- A description of the current personnel that worked on the projects;

- Project descriptions including a summary of scope, location, construction value, length of time from inception to project completion, key personnel and client contact;
- Minimum of three (3) government client contact/references over the past five (5) years for work similar to one requested by the City of Quincy,;
- Identification of design resources available within the company, specifically application software, including GIS that will enable a timely completion of high quality work for the City.

#### 2.1.2 Personnel (30%)

This section must include:

- Identification and brief description of experience of key company personnel, and project managers. Resumes to be included at the conclusion of this section;
- Statement of total local staff complement;
- Identification of any non-local staff with availability and office location.

#### 2.1.3 Quality Control (20%)

This section must include:

- The company's strategy for ensuring high quality product, timely completion of work and controlling cost.
- Key personnel involved in maintaining cost and quality control

#### 2.1.4 Demonstrated Capability to Perform Project (15%)

This section must include:

- Familiarity with City and local area.
- Description in narrative format of how the consultant will approach the implementation process and provide the required services described herein.

## **DRUG-FREE WORKPLACE CERTIFICATION**

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

----- does:

**Name of Business**

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance program, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (I).

4. In the statement specified in subsection (I), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Company Name \_\_\_\_\_ Vendor's Signature \_\_\_\_\_

**Must be executed and returned with attached bid at time of bid opening to be considered.**

**PUBLIC ENTITY  
CRIMES  
(For Information Purposes  
Only)**

Section 287.133, Florida Statutes, was revised by deleting the requirement for vendors to file a public entity crime statement. The following paragraph contains a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

The bidder certifies by submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department/agency.

**SIGNATURE FORM**

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Name of Company

---

Mailing Address City

---

State Zip

---

Authorized Signature, Title

---

Name (Typed or Printed) Date

---

Phone Number (Including Area Code)

---

Fax Number (Including Area Code)

---

Website/Email Address

---

Date



**STATEMENT OF NO BID**

**Bid No.**

We, the undersigned, have declined to respond to your bid for the following reasons:

- \_\_\_\_\_ We do not offer this service
  - \_\_\_\_\_ Our schedule would not permit us to perform
  - \_\_\_\_\_ Unable to meet specifications
  - \_\_\_\_\_ Others (Please Explain)
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

We understand that if the no-bid letter is not executed and returned, our name may be deleted from the City's list of qualified bidders.

Organization Name \_\_\_\_\_

--

Signature \_\_\_\_\_

Name (Print/Type) \_\_\_\_\_

Address \_\_\_\_\_

Telephone No. \_\_\_\_\_

FAX No.

**City of Quincy  
City Commission  
Agenda Request**

Date of Meeting: April 12, 2016

Date of Submittal: April 8, 2016

To: Honorable Mayor and Members of the Commission

From: Mike Wade, City Manager  
Ted Beason, Finance Director  
Glenn Sapp, Police Chief  
Scott Shirley, City Attorney; Rob Larkin, City Labor Attorney  
Bessie Evans, Human Resources Director

Subject: Collective Bargaining Agreement – City of Quincy and FL Big Bend  
Police Benevolent Association (2016-2018)

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**Statement of Issue**

The City of Quincy and the Quincy Police Department Negotiating Teams reached an agreement regarding the union contract proposal presented during negotiations for fiscal years 2016-2018. The final agreement has been ratified by the PBA and is presented to the Quincy Board of Commission for ratification.

**Analysis**

The proposed changes to the Collective Bargaining Agreement are to Article 23 - Wages section of the contract. Language that was ratified by the PBA membership is attached to this document as "Exhibit A". The proposed changes include an adjustment for minimum salaries for an officer from \$30,000 to \$32,500. Other bargaining unit employees earning in excess of the current minimum salary will receive a 4 percent increase to their annual salary. Salary adjustments will be retroactive to December 14, 2015 which was the tentative agreement date. The proposal also creates a one-time retention bonus for bargaining unit employees that remain with the Quincy police department for 2 and 3 years. Other proposed changes establish that annual salary adjustments for bargaining unit employees for fiscal years 2017 and 2018 will be equal to other city employees as set during the commission's budget process, the withdrawal of a pending contractual grievance, and establishes that wage and leave payout will be made through direct deposit.

**OPTIONS:**

Option 1. Move to Ratify the proposed Collective Bargaining Agreement

Option 2: Do not Ratify the proposed Collective Bargaining Agreement

**Staff Recommendation:**

Option 1

**Attachments**

1. Exhibit A - PBA ratified language
2. Exhibit B - Strike through version of Collective Bargaining Agreement

"Exhibit A"

QUINCY NEGOTIATIONS

Article 23 Wages

Section 1 Wage Adjustments

Retroactive to December 14, 2015, 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 minimum starting salary for a certified police officer of the City shall be \$32,500 with an hourly rate of \$15.62. The annual salary of a police officer working 2080 hours shall be a minimum of \$32,500. The annual salary of a police officer working 2134 hours shall be a minimum of \$34,125. It is the intent of the City and PBA that police officers at the current minimum salary shall receive an 8.4 percent (8.4%) increase in their annual salary.
2. The salary adjustment of all other bargaining unit employees earning in excess of the current minimum salary shall receive a 4 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 C and shall receive the bonus upon ratification of the agreement.

Section 3 Fiscal Year 2016-2017 and 2017-2018

Unless otherwise mutually agreed by the City and PBA, the wage rates and annual salary adjustments for fiscal year 2016-2017 and 2017-2018 shall be equal to the annual percentage salary adjustment provided other city employees through the City Commission's budget process during those fiscal years.

Section 4 Pending Grievances

Upon notification of the agreement by the City and PBA, the PBA 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 PBA agrees that all current and new members will allow the City to make wage and leave payout payments through direct deposit.

4/3/16

**APPENDIX C**  
**City of Quincy Police Department**  
**Salary Adjustment per Article 23 – Wages**  
**Fiscal Year 2015-2016**

	Position Number	Name Emp #	Hire Date	Years of Service to 2/1/2016	Current Rate	New Rate	% Incr from FY2015	New Annual Salary 2184 Hours	New Annual Salary 2080 Hours
1	521-034	1502	1/25/2016	0.0	14.42	15.625	8.4%	34,125	32,500
2	521-013	1500	1/25/2016	0.0	14.42	15.625	8.4%	34,125	32,500
3	521-024	1501	1/25/2016	0.0	14.42	15.625	8.4%	34,125	32,500
4	521-011	1492	11/16/15	0.0	14.42	15.625	8.4%	34,125	32,500
5	521-031	1459	6/15/15	0.6	14.42	15.625	8.4%	34,125	32,500
6	521-008	1460	6/15/15	0.6	14.42	15.625	8.4%	34,125	32,500
7	521-023	1456	4/20/15	0.8	14.42	15.625	8.4%	34,125	32,500
8	521-012	1455	4/20/15	0.8	14.42	15.625	8.4%	34,125	32,500
9	521-022	1439	8/25/14	1.4	14.42	15.625	8.4%	34,125	32,500
10	521-009	1383	5/5/14	1.7	14.42	15.625	8.4%	34,125	32,500
11	521-014	1398	1/6/14	2.1	15.14	15.740	4.0%	34,376	32,739
12	521-010	1274	7/9/12	3.6	15.16	15.766	4.0%	34,433	32,793
13	521-020	1212	10/23/10	5.3	15.46	16.078	4.0%	35,115	33,443
14	521-015	1007	12/4/06	9.2	16.16	16.810	4.0%	36,713	34,965
15	21-032	934	5/4/15	0.7	16.48	17.140	4.0%	37,434	35,651

These officers will receive a \$2,000 one-time bonus at their 2-year anniversary in the 2015-2016 Fiscal Year

1	521-008	859	7/8/02	13.6	18.22	18.950	4.0%	41,387	39,416
2	521-018	792	5/15/01	14.7	18.14	18.870	4.0%	41,212	39,250
3	521-019	899	7/21/03	12.5	19.86	20.650	4.0%	45,100	42,952
4	521-021	951	6/6/05	10.7	17.47	18.170	4.0%	39,683	37,794
1	521-017	600	3/10/97	18.9	24.25	25.220	4.0%	55,080	52,458
2	521-017	358	2/19/90	26.0	23.59	24.530	4.0%	53,574	51,022

**Schedule of Pay Ranges**  
**Law Enforcement Unit**  
**Fiscal Year 2015-2018**

Rank	Minimum	Maximum
Police Officer	\$32,500	\$45,015
Sergeant	\$38,328	\$51,599
Lieutenant	\$43,115	\$56,912

*Handwritten:* \$49,615 U 2/18/16

A non-certified employee under this pay plan shall receive \$29,250 which is ten percent (10%) below the starting wage and be placed at the starting pay range upon completion of certification.

"Exhibit B"

**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, 2015 - September 30, 2018**

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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 (25¢) cents 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 PBA dues. A copy of these instructions has been sent to the PBA.

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 arbitrable. 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 anytime 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 employees' 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 Day
- Martin Luther King, Jr. Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day

**Section 2.** The employee will receive ten (10) holidays banked in their "Holiday Bank" on ~~January 1, 2010~~ 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:

<b>YEARS OF SERVICE</b>	<b>HOURS PER MONTH</b>	<b>HOURS PER YEAR</b>
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 (2) 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.

<b>YEARS OF SERVICE</b>	<b>HOURS PER MONTH</b>	<b>HOURS PER YEAR</b>
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 for 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 (100%) percent of individual coverage for the employee and 50% for dependent coverage. However, if the premium for dependent coverage increases by more than fifteen (15%) percent 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 (100%) percent 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.

**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 of the Police Operations Division will receive a yearly allowance to purchase appropriate civilian clothing in the amount \$400.00.

## **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 police 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 an 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 hour (24) 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 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	\$10.00
Saturday or Sunday	\$20.00
Observed Holiday	\$20.00

**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.

NEW SECTION  
**ARTICLE 23**  
WAGES

**Section 1. Wage Adjustments**

~~A. Effective October 1, 2012, the minimum starting salary for certified Police Officers for the City will be \$30,000. Effective on October 1, 2012, all employees in the ranks of Police Officer, Sergeant and Lieutenant, shall have their salaries adjusted in the amount equal to the difference between the old minimum and the new October 1, 2012 minimum. If this adjustment will cause an employee's salary to exceed the maximum of the pay range for his rank, the employee shall be granted a one-time lump sum bonus for the amount that exceeds the maximum.~~

~~— All employees in the ranks of Police Officer, Sergeant and Lieutenant shall have their salaries increased by one and one half percent (1.5%) for fiscal year 2014-2015 as a cost of living increase retroactive to October 1, 2014.~~

~~— All employees in the ranks of Police Officer, Sergeant and Lieutenant may voluntarily participate in the Officer Portfolio Pay Plan (OPPP) Those employees whose portfolios are successfully completed and approved by the review committee shall receive a one percent (1) percent non-annualized bonus.~~

~~— Effective upon ratification by both parties, The City will change all employees in the rank of Police Officer to an hourly calculation based upon a 2080 hour year at \$14.42 per hour.~~

~~B. A non-certified employee under this pay plan shall start below the startup wage and be placed at the start up pay range upon completion of certification.~~

~~C. The Police~~

~~A. A non-certified employee under this pay plan shall start below the startup wage and be placed at the start up pay range upon completion of certification.~~

~~B. The Police Department must not exceed the budgeted amount for this item when applying proceeds.~~

~~Section 2. Merit Raise Performance Measures: (Scoring based on 100%)~~

~~Effective October 1, 2012, merit increases based on performance measures are frozen for one year. This matter will be revisited by September 2013.~~



<u>— % Merit</u>	<u>— Performance Index</u>	<u>— Score</u>
<u>— 0%</u>	<u>— Does not meet minimum requirement</u>	<u>— 0-69</u>
<u>— 0%</u>	<u>— Improvement required</u>	<u>— 72-72.99</u>
<u>— 1.5%</u>	<u>— Meets performance expectations</u>	<u>— 73-79.99</u>
<u>— 2.0%</u>	<u>— Exceeds performance expectations</u>	<u>— 80-89.99</u>
<u>— 2.5%</u>	<u>— Consistently exceptional performance</u>	<u>— 90-100</u>
<u>—</u>	<u>—</u>	<u>—</u>

## Article 23 Wages

### Section 1 Wage Adjustments

Retroactive to December 14, 2015, the following wage adjustments shall be implemented as described below. Current bargaining unit employees shall have their salaries adjusted as set forth on Appendix \_\_\_\_\_, which is incorporated herein by reference.

1. The minimum starting salary for a certified police officer of the City shall be \$32,500 with an hourly rate of \$15.62. The annual salary of a police officer working 2080 hours shall be a minimum of \$32,500. The annual salary of a police officer working 2184 hours shall be a minimum of \$34,125. It is the intent of the City and PBA that police officers at the current minimum salary shall receive an 8.4 percent (8.4%) increase in their annual salary.
2. The salary adjustment of all other bargaining unit employees earning in excess of the current minimum salary shall receive a 4 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:

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

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 2016-2017 and 2017-2018

Unless otherwise mutually agreed by the City and PBA, the wage rates and annual salary adjustments for fiscal year 2016-2017 and 2017-2018 shall be equal to the annual

percentage salary adjustment provided other city employees through the City Commission's budget process during those fiscal years.

#### Section 4 Pending Grievance

Upon notification of the agreement by the City and PBA, the PBA 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 3.** 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 4.** ~~Effective October 1, 2015,~~ 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 (12%) percent of the covered payroll level by fiscal year 2009-2010.

**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.

**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 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 will become effective upon execution by all parties for the term of the Agreement. However, the City and PBA shall each have the right to negotiate and bargain for the renewal or revision of Article 23 Wages and any two (2) additional articles at the conclusion of each contract year (September).~~

This Agreement, with the exception of Article 23 Wages, shall be retroactive to October 1, 2015 and shall continue in place until September 30, 2018. 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 \_\_\_\_\_

Witnesses \_\_\_\_\_  
\_\_\_\_\_

**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 FDLS**

**APPENDIX C**

**CITY OF QUINCY POLICE DEPARTMENT  
Schedule of Pay Ranges  
Law Enforcement Officers  
Fiscal Year 10/1/2012 – 9/30/2015**

<b><u>Rank</u></b>	<b><u>Minimum</u></b>	<b><u>Maximum</u></b>
<b>Police Officer</b>	<b>\$30,000</b>	<b>\$45,015</b>
<b>Sergeant</b>	<b>\$36,863</b>	<b>\$49,615</b>
<b>Lieutenant</b>	<b>\$41,457</b>	<b>\$54,723</b>

A non-certified employee under this pay plan shall receive \$27,000 a salary which is ten (10%) percent below the starting wage and be placed at the starting pay range upon completion of certification.

**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**

\_\_\_\_\_  
Derrick D. Elias – Mayor

Date \_\_\_\_\_

\_\_\_\_\_  
Michael B. Wade – Interim City Manager

Date \_\_\_\_\_

**ATTEST:**

By \_\_\_\_\_  
Clerk of the City of Quincy, and  
Clerk of the City Commission

**EXECUTED** this \_\_\_\_ day of \_\_\_\_\_, 2014.

Approved as to Form

\_\_\_\_\_  
Robert E. Larkin, III, Esquire  
City Attorney

**FOR THE FLORIDA P.B.A.**

\_\_\_\_\_  
Harold J. Barber – Unit Representative

Date \_\_\_\_\_

\_\_\_\_\_  
Steve Slade, Big Bend President

Date \_\_\_\_\_

\_\_\_\_\_  
Hal Johnson, General Counselor

Date \_\_\_\_\_



*QFD Monthly Activity Report  
March 2016*

	<u>2016</u>	<u>2015</u>
<b>Total Fire Calls</b>	96	91
City	58	72
County	38	19
<b>Total Man Hours</b>	105 hrs 2 mins	86 hrs 19 mins
City	26 mins 7 mins	33 hrs 30 mins
County	70 hrs 9 mins	52 hrs 39 mins
<b>Type Fire Calls - City</b>		
Structure	0	1
Vehicle	4	1
False Alarm	2	1
Hazard	2	2
Rescue	0	0
Wood & Grass	2	1
Other	7	16
<b>Type Fire Calls - County</b>		
Structure	2	2
Vehicle	14	6
False Alarm	3	1
Hazard	0	1
Rescue	0	0
Woods & Grass	3	4
Other	10	6
<b>Fire Causes</b>		
Accidental	7	9
Undetermined	3	1
Suspicious	0	0
Arson	0	0
<b>Average Response Time</b>		
City	4 mins	3.47
County	7.58 mins	8.94
<b>Average Firefighters per Call</b>		
City	3.63	3.95
County	2.76	2.57
<b>Average Time Spent per Call</b>		
City	28.93	16.23
County	28.88	42.26

*QFD Monthly Activity Report  
March 2016*

	<b><u>2016</u></b>	<b><u>2015</u></b>
Responses Out of District	1	0
Mutual Aid Responses *	1	4
Deaths	0	0
Injuries	0	0
Fire Prevention Programs	1	0
Fire Safety Inspection	15	0
Fire Investigation	0	0
Plans Review	1	0
Training Man Hours	175 hrs	241 hrs
Hydrants Serviced/Painted	0	0
Utility Turn Ons	47	49
Smoke Detector Installs	6	0

*QFD Monthly District Fire Calls  
March 2016*

<b>District</b>	<b><u>District</u></b>	<b><u>Location</u></b>	<b><u>Type of Incident</u></b>
<b>District 1</b>	3/26/2016	733 S Love St	Cooking fire
	3/22/2016	1923 Flagler St	Cooking fire
	3/19/2016	1819 Inlet St	Smoke detector activation-no fire
	3/5/2016	1716 Lucky St	Electrical equipment problems
<b>District 2</b>	3/9/2016	Jefferson & Madison St	Vehicle accident
<b>District 3</b>	3/27/2016	E Jefferson & Patton St	Vehicle accident-no injuries
	3/24/2016	Blue Star Hwy & Strong Rd	Vehicle accident
	3/8/2016	339 E Jefferson St	Good intent
	3/6/2016	198 Del Rio Rd	Rubbish fire
<b>District 4</b>	3/22/2016	Madison & King St	Vehicle accident
	3/15/2016	236 W Chalk St	Smell of gas-over pressure
<b>District 5</b>	3/19/2016	1830 W King St	Alarm system activation
	3/12/2016	921 Forest Dr	Carbon monoxide detection