

City of Quincy

City Hall

404 West Jefferson Street

Quincy, FL 32351

www.myquincy.net



Meeting Agenda

Tuesday, March 24, 2015

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
March 24, 2015
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 03/10/2015 Regular Meeting
(Sylvia Hicks, City Clerk)

Proclamations

Public Hearings 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.)**

Ordinances

Resolutions

2. Resolution No. 1325-2015 –Utility Account Policy

Reports by Boards and Committees

Reports, requests and communications by the City Manager

3. Ratification of PBA Contract
(Mike Wade, Interim City Manager, Bessie Evans, Human Resource Director)
4. Florida Municipal Power Agency (FMPA) Contract Modification
(Mike Wade, Interim City Manager, Ted Beason, Finance Director)
5. Engineering Services for MLK Paving
(Mike Wade, Interim City Manager)

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**
Report Concerning Mobile Vending
- d) **Commission Members**
Mayor Elias – Mary A. Croley Property

Comments from the audience

Adjournment

*Item(s) Not in Agenda Packet

CITY COMMISSION
CITY HALL
QUINCY, FLORIDA

REGULAR MEETING
MARCH 10, 2015
6:00 P.M.

The Quincy City Commission met in regular session Tuesday, March 10, 2015, with Mayor Commissioner Derrick D. Elias presiding and the following present:

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

Also Present:

Interim City Manager Mike Wade
City Attorney Scott Shirley
CRA Attorney Hubert Brown
City Clerk Sylvia Hicks
Interim Police Chief Glenn Sapp
Fire Chief Scott Haire
Finance Director Ted Beason
Customer Service Supervisor Catherine Robinson
Human Resources Director Bessie Evans
Building and Planning Bernard Piawah
Parks and Recreation Director Gregory Taylor
Interim Public Works Director Reginald Bell
CRA Manager Regina Davis
Terry Presnal OMI Representative
Sergeant At Arms Captain Troy Gilyard

Call to Order

Mayor 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 Brown seconded the motion. The ayes were unanimous.

Special Presentations by Mayor or Commission

Approval of the Minutes of the previous meeting

Commissioner Gay made a motion to approve the minutes of the February 25, 2015, regular meeting with corrections if necessary. Commissioner Brown seconded the motion. Mayor Elias stated that on page four (4) of the minutes under Mayor Elias concerns it should have read the Mayor Commended Attorney Wakefield for an excellent job representing the City on the lawsuit filed by Commissioner Dowdell. The ayes were unanimous.

Proclamations

Public Hearings as scheduled or agendaed

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

Ordinances

Resolutions

Resolution No. 1324-2015 – Garbage Rate Adjustment

Commissioner Gay made a motion to approve Resolution No. 1324-2015 establishing increased rate of 2.1% to be charged for solid waste according to the terms of the agreement with WastePro. Commissioner McMillan seconded the motion. Commissioner Dowdell stated that he will not vote for anything that increases the utility bills. Commissioner Gay stated that he believes that when we entered into the contract with WastePro that they offered one time pickup and two times a week pickup. He asked the Manager to see what the agreement stated. He also asked how big of an impact the increase would have on each customer. The Manager stated approximately .45 cents. The ayes were Commissioners Brown, McMillan, Gay, and Elias. Nay was Commissioner Dowdell. The motion carried four to one.

Reports by Boards and Committees

Reports, request and communications by the City Manager

Gadsden County Chamber of Commerce New farm Grant Program

Nicholas Comerford, Center Director of the University of Florida Research Quincy came before the Commission to request that the City enter into a partnership for the purpose of: pursuing a farm grant that will benefit the citizens of Quincy and the City of Quincy. He stated that the "New Farmer Grant Program" is offered by the U.S. Department of Agriculture. The program will promote community gardening and greater access to locally grown produce in our markets. He stated that they have enlisted the aid of public and private sector partner i.e. Men of Action to ensure the grant proposal is to create an Agricultural Enterprise Incubator (AEI). They are requesting to use the site behind the Fire Station on Joe Adams Road which is approximately three acres. He stated that the site has great access to water and with the fire station being there security is not an issue. He stated they are requesting permission to use this land for the purpose of establishing the

AEI and would like access to the land for three years, the life of the grant, and would identify the City as a partner in the grant. Mr. Comerford stated that the University of Florida NFREC/IFAS would provide all of the technical resources and oversight for the project as well as secure insurance to address any possible liability issues. Mr. Comerford stated that he had met with the Fire Chief and he had no problem with the proposed project. Mayor Elias stated that as being a member of the Men of Action he would have to abstain from vote. Commissioner Gay made a motion to approve the request to allow the University of Florida to use the property contingent upon receiving the grant. Commissioner McMillan seconded the motion. The ayes were Commissioners Brown, McMillan, Gay, and Dowdell. Mayor Elias abstained. The motion carried four to 0 with one abstained vote.

Utility Account Policy

Ted Beason, Finance Director came before the Commission regarding the Customer Service Policies. He stated the significant changes are:

- Services connected within 24 hours rather than within 8 hours
- For customers with two (2) disconnections, the City will bill \$50 a month to build up a deposit to be double the normal of \$280.
- Customers requesting extensions must do so 48 hours prior to scheduled disconnection date rather than seeking such arrangement on the day of cutoff or the day before.
- Extension will not be granted to customers that have been disconnected for nonpayment within the last 12 months.
- For existing customers on fixed income requesting a new payment arrangement so that they can pay on the 3rd of the month, they must also authorize the City to draft their bank account for the amount of their bills. Mr. Beason requested all new customers have their bank drafted or their card on a trial basis.

Commissioner Dowdell asked if a person was cut off by mistake would they have to wait 24 hours before their service was turned back on. Mr. Beason stated they would be turned back on immediately.

Commissioner McMillan asked the Attorney would it be illegal to debit everyone account that had an extension agreement. Attorney Shirley stated he did not know he would have to do some research. Mr. Beason stated this is for new customers only.

Commissioner McMillan stated that the Customer Service Supervisor should not be able to exempt anyone from some of the criteria of the policy. Commissioner McMillan asked how is this policy going to be different from the prior policy and if there would be training. The Manager stated that all staff would receive the policies and would be familiar with them and with the support of the Commission that they will make sure that we stick to the policy. Mr. Beason stated we all will sit down and review the policy. Commissioner McMillan asked if signing the policy; would that make the City liable. The Attorney stated no, we can make the policy part of the application and the people would probably sign without reading the policy.

Commissioner McMillan stated that our billing date and the due date are too close he stated we checked with the Town of Havana and Talquin Electric and they allow a longer time than the City of Quincy. He stated that Havana has 12 days and Talquin has 16 days plus 10 extra days. He stated two extra days would be great. Commissioner Gay asked if the Manager can come back with some option on billing and due dates. Mayor Elias stated that sometimes the utility bill goes out late but the customers still have to abide by the due date.

Commissioner McMillan made a motion to approve the revised Utility Account Policy and authorize staff to bring the policy back to the Commission in resolution format for approval. Commissioner Gay seconded the motion. Commissioner Dowdell asked if we were approving the policy was a on a trial basis. Commissioner McMillan stated the EFT is on a trial basis. Commissioner Gay stated we are policy makers and if this doesn't work we can always go back and change the policy. The ayes were Commissioners Brown, McMillan, Gay, and Elias. Nay was Commissioner Dowdell. The motion carried four to one.

Commissioner Gay asked if the Manager can come back with some option on billing and due date at the next meeting or the first meeting in April. Interim City Manager Wade reported that according to section 74-1 of the Code of Ordinances it states that if any part of any monthly utility bill shall be unpaid after the 10th day following the date of such bill, a penalty of 5% of the bill shall be imposed and shall be added to and collected with the bill. He stated he would get the information back to the Commission and the changes will have to be in ordinance form. Commissioner Dowdell asked if the person don't have a bank account or card what other provisions do we have. Mr. Beason stated that they will make other provisions.

Quincy Police Department Street Traffic Report

Interim Police Chief Sapp reported to the Commission that the department made traffic safety a priority especially on King Street. Chief Sapp stated that there will be a Community Meeting Thursday, March 19, 2015 at 6:00 pm in the City Commission Chambers asking the public for suggestions and feedback regarding traffic on King Street. Chief Sapp stated they have worked on press release and education. Interim Chief Sapp stated that he is proud of the young men and women that protect our community. He stated our Community relations are good and are not having the issues as other Cities.

Quincy Fire Department Monthly Report – No Comments

Financial/P-Card Statement

Commissioner McMillan asked when does the City receive all of the Ad Valorem Tax monies. Mr. Beason stated that we receive the majority of the monies in November & December.

Commissioner McMillan stated looking at the account receivable list and if we followed the current policy or the proposed one tonight approximately 47% of the customers would

be cut off. He stated that our collection rate is 97.2% but Talquin Electric has a collection rate of 99.9% he added that we need to clean the account receivable list up.

Commissioner Dowdell said the account payables are not looking too bad but what are we going to do about paying our larger accounts i.e. WastePro. He stated they need to give the Commission a plan as how they are going to pay the accounts. Mr. Beason stated he has reviewed our past history we are in better shape now than just six (6) months ago but we can do a cash flow projection plan to see the logistics of how we are going to bring it current.

Commissioner McMillan asked where are we with the reconciliations. Mr. Beason stated in about 21 days we should have everything current and the audit would be on schedule.

Mayor Elias stated that if we could collect the \$180,000 that is owed to us on utilities we can pay off some of these big bills. He also stated that he know that some of these are hardship but not all of them. Mayor Elias asked the Finance Director the status of the current reconciliations. Mr. Beason stated that as we go along we are entering the entries into the system and if wouldn't be difficult to retrieve the data for the audit.

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

Comments

City Manager

Interim City Manager Mike Wade reported that a representative from Florida Department of Transportation (FDOT) inquired regarding the naming of the Bypass.

Interim City Manager Mike Wade announced that Ms. Catherine Robinson has been promoted to the Customer Service Supervisor and she has done a fantastic job.

Interim City Manager Mike Wade reported that Parks and Recreation will be hosting a spring break camp beginning Monday, March 16- 20, 2015; 7:30 to 5:30 for City residents, the fee is \$35.00 and non residents are \$45.00.

City Clerk - None

Attorney

FDOT Agreement Proposal for Signage and Marking

Attorney Shirley informed the Commission that he didn't like the way the agreement was presented there are provisions that are not applicable to the City and FDOT wants the City to maintain the signs and markings without reimbursement. He stated that he contacted the Project Manager and that this project is handled by a private firm and will be emailing them with the City's concerns. He stated that this is going on all throughout the state of Florida. The City Quincy is not the only City that has problems with the agreement

The Attorney reported the following Litigations Reports:

1. The Stokes case would be handled by Coppins Monroe
2. Johnny Robinson vs the City of Quincy and Thomas Murray a case of excessive force by a police officer. Coppins Monroe is also representing the City and they believe it would be a conflict for Coppins Monroe to represent the City and Mr. Murray who no longer is employed by the City and he is not at this time requesting representation for Mr. Murray.

Attorney Shirley reported Judge Francis Chief Judge of Circuit dismissed the Recall Petition on the grounds of being legally insufficient. The Committee has filed with the First District Court of Appeals and will get a detail report at the next meeting.

Commission

Commissioner Dowdell thanked the Commission for allowing them to use the amphitheater for the demonstration of the Selma, Alabama March.

Commissioner Dowdell stated we need to discuss the ditch on Shelfer Street and suggested a workshop. He also stated that there is also a problem with the ditch behind Joan's and Mr. Bradwell, the ditch is getting deeper and closing in on the house we need to do something about it. He asked if there was an easement on the Bradwell property. The Interim City Manager stated he would have to check into that. The Interim City Manager stated that if it is the Commission desire they would. Commissioner Dowdell stated he hated to see if someone would fall in the ditch or their house be taken over by the ditch.

Commissioner Dowdell asked if the City is going to have Quincyfest. The Manager stated yes. Mr. Piawah has had a meeting with the committee. Commissioner Dowdell stated that they should bring all of their marketing materials to the Tourist Development Council and to keep cost down to look for local performers. Mayor Elias asked if the event would be downtown or at the Park. The Manager stated he did not know. The Mayor stated that we would not have to rent a stage at the park.

Commissioner Gay stated that he sees commercials trucks are still coming down Madison Street and what can the City do to prevent the truck traffic from coming downtown. Manager stated that we would have to work with DOT to set that up. Chief Sapp stated he had been in contact with DOT in that State Road 12 in a State Road and to use the bypass is voluntary. Commissioner Gay stated that he would bring it up at CRPT meeting tomorrow.

Commissioner Gay stated the Financial Report looks a lot better and he applauds Mr. Beason and his staff for a job well done.

Commissioner Brown stated that we need to find a way to lower our utilities he had been getting several calls regarding the high bills from his constituents.

Commissioner McMillan stated that we are \$30 million dollars in bond debt and we have done that, the only way we can lower expenses is to cut personnel and benefits and no one up here wants to do that. He stated that they City were only a few steps from a state of emergency, we are paying for mistakes of the past.

Commissioner McMillan stated that at the last meeting he reported that signs were in the right-of-way and nothing has been done.

Commissioner McMillan also stated that the Historic Preservation Commission has not been meeting on a regular basis.

Comments from the Audience

Leonard Newton of 345 South 11th Street came before the Commissioner stated that he thinks that Commissioner Dowdell is doing a good Job. I would like to commend him for pushing the FDLE report. We had requested a record request for over a year and we need to get that issue cleared up, we have a lawsuit with Mr. Stokes. He stated we need to stay out of the press and protect our tax payers.

Freida Bass-Prieto of 329 E King Street came before the Commission and stated that the City's finances are better now than they had been in a long time. She stated that she had been receiving the finance reports for three (3) years. She would like to thank the Finance Department and Mr. Wade for bring us almost current we had payables as much as \$3.2 million dollars. Ms. Bass-Prieto asked the Commission if they would consider asking for Attorney fees for the lawsuits that is being brought against us like the one Commissioner Dowdell brought against us regarding paying the legal fees for Commissioner Brown. She stated the tax payers should not have to pay for the legal fees.

Mayor Elias

Mayor Elias stated that at the top entrance of East Circle Drive there is a lot of litter at the entrance.

Mayor Elias stated that he was contacted by someone who wants to do mobile vending and was told that we had a moratorium on mobile vending. The Attorney stated that the ordinance did not have a specific date to expire and will bring it back to the Commission at the next meeting for discussion.

Mayor Elias asked the Attorney if he would look into recovering attorney fees.

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

APPROVED:

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

ATTEST:

Sylvia Hicks
Clerk of the City of Quincy, Florida
Clerk of the City Commission thereof

RESOLUTION NO. 1325-2015

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF QUINCY, FLORIDA, RELATING TO UTILITY CUSTOMER SERVICE; ESTABLISHING UNIFORM UTILITY ACCOUNT POLICIES; ESTABLISHING POLICIES FOR CUT-ONS AND CUT-OFFS; ESTABLISHING POLICIES FOR PAYMENTS, EXTENSIONS AND TIME PAYMENT AGREEMENTS; ESTABLISHING POLICIES FOR COLLECTIONS; ESTABLISHING POLICIES FOR CUSTOMERS ON GOVERNMENT ASSISTANCE; ESTABLISHING POLICIES CONCERNING RETURNED CHECKS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Quincy, Florida, provides water, wastewater, electricity and gas utility services to customers within the City limits; and

WHEREAS, the City Commission deems it necessary to establish a uniform set of policies governing the provision of, and collection of payment for, such services by the City's customers; and

WHEREAS, the following City of Quincy Utility Account Policy will provide uniform, effective and fair policies for the provision of City utility services and the collection of fees therefor; and

NOW THEREFORE, be it ADOPTED AND RESOLVED by the City Commission of the City of Quincy, Florida, as follows:

1. The recitals above are incorporated herein by reference and made a part hereof.
2. The City Commission of the City of Quincy hereby approves and adopts the City of Quincy Utility Account Policy attached hereto as Exhibit "A."
3. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Commission of the City of Quincy, Florida, this
____ DAY of March 2015.

BY:

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

ATTEST:

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

City of Quincy

Utility Account Policy

The purpose of this policy is to define the Utility Account establishment and collection process. Utility Accounts are agreements established between the City Quincy and customers to provide utility services (water, gas, sewer, garbage, and electricity) in exchange for cash payments for the services rendered. The Customer Service Office which falls under the Finance Department is responsible for the establishment of these accounts and to oversee the collections for the City of Quincy. The following procedures were established for the creation and collection of Utility Accounts.

CUT-ONS AND CUT-OFFS

- A. Utility Accounts are setup based upon a customer's request to the Customer Services Office to establish an account, the customer must provide the City with the following:
1. The address of the service location
 2. Original Social Security Card or Tax Identification Number
 3. Proof of Identity, such as license, passport, military ID, etc.
 4. The required personal check, cashier's check, cash, credit card or money order for security deposit.
 5. Lease/Rental agreement/Proof of ownership
- B. When a customer signs up for a new account, services will be established within 24 hours except on weekends and holidays.
- C. A customer may terminate a service at anytime. Services may be terminated by the account holder only. At termination the customer must provide a bill forwarding address. At termination Customer Services will complete the turn on/turn off and the appropriate paperwork will be prepared to disconnect the service and record the reading. Upon completion of the disconnection, the information will be entered into the required database (the customer's ending reading and any other relevant information). Once the information is received a final bill will be generated and mailed to the customer.
- D. The deposit for residential customers will be \$280.00 which will be due at the time the services is established. The City will not bill the customer for all or any part of the security deposit. All deposits will be returned to the customer at account termination minus any amount due within 30 days.
- E. The deposit for business customers will be 2X times the average of the highest three billing periods for the location for the last 12 month period in which the location's service were active.
- F. Services may be transferred to another location; however, the customer's account must be current at the location the customer wants to transfer from.
1. Deposits will be transferred to the new account only if the customer's account is current and has not been on the cut off list for 2 times in the past 12 months.
 2. Any outstanding balance on the old account will be transferred to the new account.
- G. When an account holder is deceased, the account is required to be final and a new account opened under the person's name that is living in the location.
- H. If a customer has had two or more cut-offs, they will need to increase their utility deposit until it is double the stated amount (\$280.00 X 2) or double the average bill amount whichever is greater. They must sign an agreement if they choose to pay the extra deposit on a monthly basis rather than a lump sum. This amount will be added to their utility bill at \$50.00 per month until the deposit is twice the stated value or equal to two (2) month's average bill whichever is greater.

PAYMENTS, EXTENSIONS & TIME PAYMENT AGREEMENTS

- A. Upon establishment of service the customer is expected to pay for service in accordance with the due date printed on the bill. If a customer fails to pay by the required date, a late penalty of 5% of the total due will be applied. There is no exemption from late penalty charge.
- B. Payment extensions or Time Payment Agreements may be given by the Customer Services Supervisor on utility bills for customers who have financial hardship and who meet the following criteria. (Exemptions are at the discretion of the Customer Services Supervisor). If a customer transfers service from one address to another, the new account must meet the same guidelines:
1. Payment extensions may be made only for the customer whose name appears on the utility account or is listed as a household member on the utility deposit application.
 2. The customer's account must have been established a minimum of six (6) months with no returned checks and no history of cut-offs. (Exemptions are at the discretion of the Customer Services Supervisor).
 3. There have been no payment extensions in the last four (4) months and the last payment must have been made on the agreed upon date. This limits the number of extensions to no more than two (2) per year and not more than one (1) time every four months.
 4. No extensions shall be granted if within the last twelve (12) months the customer had been disconnected for nonpayment, has had a check returned, or has failed to pay a prior extension as agreed. Anyone who has been on the disconnect report three or more times will not be eligible for an extension.
 5. In an instance where the City is at fault for reading a meter incorrectly, (i.e.: under-read, resulting in a higher than normal utility bill, the customer will be allowed to make installments over a two (2) month period.) If the meter is over-read, Customer Services will complete the appropriate paper work for an adjustment and billing will issue a credit which will appear on the month bill.
 6. Payment extension requests must be made in the Customer Services office (48) hours prior to cut-off day and the appropriate signature is required by the customer and the Customer Services Supervisor. No extensions or Time Payment Agreements will be granted the day of cut-off.
- C. Services are subject to cut-off (6) days after the due date on a customer's bill. On the evening prior to cut-off (6:00 P.M.) Customer Services will generate a final cut-off list. Any customer account that appears on the list at this time will be temporarily cut-off the following morning (8:00 A.M.) until the total amount due is paid. The only exception will be for those customer accounts that are covered under the section titled Customers on Governmental Assistance.

COLLECTIONS

- A. It is the City's goal to collect 100% of the amount due for utility services. The City will aggressively pursue payment for all utility accounts. The City reserves the right to turn over any and all present and former customer accounts to a collection agency for collection.
- B. At final billing a customer must pay the final amount due to the City no later than the date indicated on the final bill (10) days. If a customer fails to pay by the due date, the city will send notice to the customer (3) days after the bill was due informing the customer that they must pay the full amount within 10 days and failure to pay will result in the account being forwarded to a collection agency. Any customer who fails to pay the final bill will not be eligible to receive future service until the amount owed the City is paid in full.
- C. Any and all delinquent utility charges and accounts shall constitute a lien against the real property so served and until fully paid and discharged, shall remain liens equal in rank and dignity with all state, county and municipal taxes and superior in rank to all other liens, titles and claims in, to or against the real property so served. Such liens when delinquent for more than (30) days may be foreclosed in the manner provided by the laws of the state for the foreclosure of mortgages on real property (~~Reference: Florida Statutes 180.135~~) in a manner consistent with the limitations of Section 180.135, Florida Statutes. This section applies both to home owners (living in dwelling) and property owners (renting to tenants), as may be limited by the aforementioned statute.

CUSTOMERS ON GOVERNMENTAL ASSISTANCE

- 1. Customers who receive governmental assistance can sign an agreement to pay their utility bill between the 1st and the 5th of each month and the 2nd, 3rd, and 4th Wednesday of the month. The 5% penalty charge is waived only if the customer meets his/her pay agreement.
- 2. All new requests to pay on the dates listed above shall authorize the City to automatically draft their bank account or debit card for the amount of their utility bill. If the customer does not have a bank account or debit card they will be required to obtain one for these purposes.

ASSISTANCE PROGRAMS

The agencies listed below provide assistance when you have difficulty paying your utility bill.

- | | |
|---|--------------|
| 1. Capital Area Community Action Agency | 850-875-4250 |
| 2. Gadsden Senior Services | 850-627-2223 |
| 3. Catholic Charities | 850-222-2180 |
| 4. Big Bend Homeless Coalition | 850-576-5599 |

RETURNED CHECKS

- B. The City of Quincy shall adopt and follow the procedures for collecting dishonored checks and the service fees prescribed according to Florida Statutes 166.251.
- C. The following collection agency/methods will be used for Residential and Commercial Customers: (a) Check Care Collection Systems (b) Legal
1. If a check is not honored by the customer's bank, it is forwarded to Check Care Systems for collections by the City's bank. These transactions are forwarded daily.
 2. Check Care faxes a list of returned checks to the City daily. At the same time they mail the customer a letter notifying them of the returned check. Included are instructions on how to clear the returned check.
 3. Once the customer check has been dishonored by his/her bank, all communications regarding the check is now between the customer and Check Care.
 4. Upon notification of a returned check via Check Care Systems, or the customer's bank the City of Quincy will disconnect service until they have been notified that the returned check has been paid. The customer will be required to pay a re-connect fee of \$39.20 before 3:00 PM and \$56.00 after 3:00 PM.
- D. After the 2nd returned check in a 12 month period, the customer will be sent a letter stating that the City will accept cash or money orders only on their account.
1. If a check is placed in the night drop to pay an account that is "Cash Only", the City will attempt to contact the customer to bring in the cash or money order. The check will not be applied to the account. This could result in an account being disconnected if the cash or money order is not received before the cut-off list is prepared.
 2. After a period of twelve months with no cut-offs, a customer may pay by check again. If an additional check is returned on an account that has previously been "Cash only" they may be placed back on "Cash only" without waiting for any additional returned checks.

The City will not be responsible for services disconnected due to bank error. After verification from the bank, all charges will be dropped and services will be reinstated at no charge to the customer.

**City of Quincy
City Commission
Agenda Request**

Date of Meeting: March 24, 2015

Date of Submittal: March 20, 2015

To: Honorable Mayor and Members of the Commission

From: Mike Wade, Interim City Manager
Bessie Evans, Human Resources & Risk Management

Subject: Ratification of PBA Contract

Statement of Issue:

The City of Quincy and the Quincy Police Department PBA Union reached an agreement regarding the union proposal presented during negotiations for FY 2014-2015. The Quincy Police Department PBA Union representative presented a proposal to negotiate revisions to three sections in the current contract. There were two meetings to address the Union's proposal and the City's counter. The final agreement is presented for Ratification by the Board of Commissioners.

Background:

The three sections reviewed were:

- Article 14 - Personal Leave
- Article 15 – Sick Leave
- Article 23 - Wages

The City proposed that the Union consider:

- (1) Article 14 - remain unchanged
- (2) Article 15 - remain unchanged
- (3) Article 23 - provides a 1.5% wage increase to base salary retroactive to October 1, 2014 and adds language to change all officers to an hourly calculation based upon a 2080 hour year at \$14.42/hour.

Action:

The QPD PBA Union adopted the 1.5% increase to base salary and the proposed language to adjust the hourly calculation rate. This increase will be effective retroactive to October 1, 2014 once the changes are approved by the Commission.

Options:

1. Approve and ratify these changes.
2. Do not approve – give staff direction.

Recommendation:

Staff recommends that the Commission make a motion to ratify the proposed changes.

Attachments:

- City of Quincy Proposal to PBA
- Revised Collective Bargaining Agreement

City of Quincy Proposals to PBA date January 27, 2015:

1. **Article 14 – Status Quo**
2. **Article 15 – Status Quo**
3. **Article 23 – 1.5% wage increase to base salary retroactive to October 1, 2014 and change all Officers to 2080 hour year for calculation of hourly wages at \$14.42/hour**

ARTICLE 14
PERSONAL LEAVE

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

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

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

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

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

Section 4. Regular employees with accrued personal leave who resign voluntarily and give two (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—~~as—~~ 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 Article XVI—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.

<u>YEARS OF SERVICE</u>	<u>HOURS PER MONTH</u>	<u>HOURS PER YEAR</u>
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 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 (1-1/2%)~~ ~~one and one-half (2%)~~ one and one-half percent (1.5%) for fiscal year ~~2012-2013~~~~2014-2014~~~~2015~~ as a cost of living increase retroactive to October 1, ~~2012~~~~2013~~ 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-half percent (1/2%)~~ 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 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.

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

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, 2012, 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.

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, 2012 - September 30, 2015

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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, 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 carryover to the next calendar year. Holidays will not have any cash or sell-back value unless provided for in the employee handbook. Employees have the option to receive time worked premium pay at their regular rate for observed holidays or accrue time worked holiday leave.

ARTICLE 14 PERSONAL LEAVE

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

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

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

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

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

Section 4. Regular employees with accrued personal leave who resign voluntarily and give two (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.

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

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

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

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

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

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

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

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

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

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

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

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

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

Definitions under the Family Leave policy are as follows:

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

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

The City requires employees to use any accrued sick leave before taking unpaid leave. Medical benefits under the City's group medical plan will continue through the duration of the Family Leave. In the event the employee has dependent coverage through the group medical plan, the employee is responsible to make timely payment 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.

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 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 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. This matter will be revisited by September 2013.

% Merit	Performance Index	Score
0%	Does not meet minimum requirement	0-69
0%	Improvement required	72-72.99

1.5%	Meets performance expectations	73-79.99
2.0%	Exceeds performance expectations	80-89.99
2.5%	Consistently exceptional performance	90-100

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, 2012, 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).

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**

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

A non-certified employee under this pay plan shall receive \$27,000 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 _____, 2015.

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 _____

City of Quincy
City Commission
Agenda Request

Date of Meeting: March 24, 2015
Date Submitted: March 20, 2015
To: Honorable Mayor and Members of the Commission
From: Mike Wade, Interim City Manager
Ted Beason, Finance Director

Subject: Florida Municipal Power Agency (FMPA) Contract
Modification

At the January 27th Commission Meeting, the Commission was apprised that FMPA was pressing their right for a deposit and/or letter of credit given the fact that the City's \$1 million line of credit was terminated by Capital City in March of 2014. The City has made three \$183,900 deposit payments to FMPA and our balance is now \$551,710.

Because the City does not have \$4,800,000 General Fund fund balance, under the provisions of our contract with FMPA, FMPA could compel the City to pay an additional \$1,300,000 of deposit in addition to \$551,710 deposit already in place. As a result of several conversations, FMPA has agreed to accept any combination of deposit and/or letter of credit totaling \$1,000,000 that would include the \$550,000 deposit already in place, if we are not able not obtain a letter of credit, FMPA would bill us \$150,000 for the next 3 months to bring the deposit to our total deposit to \$1,000,000

While Capital City has respectfully declined to re-establish the letter of credit based on the City's 2013 financial statements, our representative with Capital City has indicated that if 2014 operating results were improved, it is possible that the City would be granted a letter of credit, if not for \$1,000,000, possibly a lesser amount. We are about three weeks away from being able to produce draft 2014 trial balance (account information used for financial statements), which will show improved results. Whether

the improved results will be enough to secure a letter of credit for the \$1,000,000 or a lesser amount is unknown.

Regardless of the outcome of obtaining the letter of credit, it is prudent to accept the negotiated relaxed credit requirements offered by FMPA as paying a \$150,000 a month for 3 months is preferable to paying \$1,300,000 immediately.

There are 3 attachments:

- 1) A letter from Frank Gaffney with FMPA outlining their position and requesting a response by March 18th. We informed FMPA that the Commission would meet on March 24th to consider the amendment. They agreed to the March 24th delay.
- 2) The proposed amendment to the December 2010 contract.
- 3) Formal notice of the City's failure to maintain acceptable creditworthiness from FMPA.

Options:

- 1) Accept the terms of the proposed amendment and thereby allow the City to pay the additional deposit of \$450,000 over 3 months or secure a letter of credit.
- 2) Don't accept contract modification and immediately pay \$1,300,000.

Recommendation:

Option 1



Florida Municipal Power Agency

Frank Gaffney
Assistant General Manager, Power Resources

February 27, 2015

Mr. Mike Wade
Interim City Manager
City of Quincy
423 W. Washington St
Quincy, Florida 32351

Dear Mike:

SUBJECT: FMPA NOTICE AND ALTERNATIVE ARRANGEMENT

As we've discussed, the Florida Municipal Power Agency ("FMPA") has previously requested certain financial information from the City of Quincy ("Quincy" or the "City") to determine whether the City is maintaining Acceptable Creditworthiness, as the term is defined in the Full Requirements Power Sales Contract between FMPA (All-Requirements Power Supply Project) and Quincy, dated as of December 9, 2010 (the "Contract"). All capitalized terms used in this letter, unless a different definition is given in this letter, are as defined in the Contract.

Based on the most current financial information available to FMPA, which is the City's audited financial statements as of September 30, 2013, and unaudited financial statements as of September 30, 2014, Quincy does not meet one of the Required Ratios. Therefore, FMPA has determined the City currently does not meet the requirements for Acceptable Creditworthiness, as provided for in Section 13.2(a) of the Contract.

In the event that the City ceases to maintain Acceptable Creditworthiness, the Contract requires that (1) FMPA notify the City that the City must provide Performance Assurance to FMPA, and (2) the City provide such Performance Assurance to FMPA within 15 Business Days of the date on which it ceased to maintain Acceptable Creditworthiness. The enclosed notice is FMPA's formal notice that it is required to provide Quincy pursuant to the Contract. FMPA's current estimate of the amount that it is contractually entitled to obtain from the City as Performance Assurance is approximately \$1.3 million (unless, alternatively, the City wanted to begin monthly prepaying FMPA for its bills on an estimated basis, as provided in Section 13.1(b)(2) of the Contract).

However, while FMPA is entitled to collect this amount pursuant to Section 13.2(a) of the Contract, we recognize the financial burden this would place upon the City. We also recognize that the City has to date neither missed nor paid late any amounts due under the Contract. FMPA's primary concern is in managing its financial exposure in the event the City for any reason becomes unable to pay the amounts invoiced under the Contract, especially in light of the cancellation of the City's required \$1 million Line of Credit. As a non-profit Agency of our member cities, any missed or late payment can create cash flow problems for FMPA, which could then impose an immediate rate burden on FMPA's other member cities.

Because we value Quincy as a member of FMPA and a power supply customer, we have worked with you to develop and have agreed with you in principle to a proposed alternative arrangement to the Line of Credit and Performance Assurance requirements currently in the Contract, that we believe will both appropriately mitigate the risk to FMPA and be less onerous for the City ("Alternative Credit Provisions"). A proposed amendment to the Contract memorializing the Alternative Credit Provisions is also enclosed. In the interim, we will continue to collect the required deposit relating to the termination of the Line of Credit (for which there is one installment remaining), but FMPA is withholding enforcement of the Contract with respect to Performance Assurance with the understanding that the Alternative Credit Provisions will be approved by our respective governing bodies.

We must note though that FMPA is not waiving any rights to which it is entitled under the Contract. While we welcome comments on the proposed amendment, if we do not come to agreement on the details of the Alternative Credit Provisions, if Quincy does not sign the amendment memorializing the Alternative Credit Provisions by March 18, 2015 (further subject to approval by the FMPA Executive Committee), or if Quincy is unable to fulfill its obligations to complete the deposit payments related to the Line of Credit and comply with the Alternative Credit Provisions, FMPA will be required to enforce its rights to collect Performance Assurance pursuant to the Contract. In such an instance, I also note that our estimate of the Performance Assurance amount will be subject to revision upward or downward to the extent that FMPA's estimate of the amount for the City's three highest bills in the calendar year changes during that time.

Finally, I want to thank the City for the timely payment in February of both its monthly power costs and the second deposit installment related to the termination of the Line of Credit. We would also request that, if possible, the City pay the current outstanding invoice on March 18, 2015. While we recognize that this date is two days prior to the due date listed on the invoice, payment on such a date would allow us to inform the Executive Committee of Quincy's continued compliance with the Contract requirements at the March 19, 2015 Executive Committee meeting. Please let me know whether this will be possible. If so, we will plan to debit the City's account on that date.

I thank you and the City for your continued assistance with this matter. If you have any questions regarding the enclosed notice or proposed amendment, please feel free to contact me at 321-239-1026 or Frank.Gaffney@fmpa.com.

Sincerely,



Frank Gaffney
Assistant General Manager, Power Resources

FPG:JW
Enclosures

cc: Nick Guarriello (FMPA)
Jody Finklea (FMPA)
Ted Beason (Quincy)

AMENDMENT NO. 1 TO
FULL REQUIREMENTS POWER SALES CONTRACT

This amendment no. 1 is dated as of ____, 2015, and is between FLORIDA MUNICIPAL POWER AGENCY (ALL-REQUIREMENTS POWER SUPPLY PROJECT), a governmental legal entity created and existing pursuant to Florida law (“**FMPA**”) and THE CITY OF QUINCY, FLORIDA, a body politic organized and existing under the laws of the State of Florida (the “**City**”).

FMPA and the City are parties to the Full Requirements Power Sales Contract, dated as of December 9, 2010 (the “**Contract**”). As set forth in this amendment no. 1, the parties now desire to amend certain provisions of the Contract.

FMPA and the City therefore agree as follows:

1. **Defined Terms.** Defined terms used but not defined in this amendment no. 1 are as defined in the Contract.
2. **Amendment to Section 5.2.** Section 5.2 of the Contract is hereby amended by amending and restating subsections (b), (c), and (d), and deleting subsection (e), as follows:

(b) *The City shall provide to FMPA a total of \$1,000,000 in available funds as provided in this subsection (b), to which FMPA has direct access in the event of any failure of the City to meet a payment obligation to FMPA (the “**Alternative Collateral**”). The City must meet its Alternative Collateral obligation by paying to FMPA a cash deposit, unless the exception in subsection (c) applies, to be collected as follows: \$551,708.84 in a cash deposit to be paid by the City in three approximately equal installments on the City’s monthly invoices payable on January 20, 2015, February 18, 2015, and March 18, 2015, notwithstanding section 5.1(c); and \$448,291.16 in a cash deposit to be paid by the City in three approximately equal installments on the City’s monthly invoices payable on the Due Dates in April 2015, May 2015, and June 2015.*

(c) *However, if the City secures an irrevocable, standby letter of credit acceptable to FMPA in its sole judgment, where FMPA is the sole beneficiary (the “**Letter of Credit**”), the parties agree the amount of the Letter of Credit is to be applied towards the \$1,000,000 Alternative Collateral requirement, for so long as the Letter of Credit is effective, and FMPA shall return to the City its cash deposit held by FMPA, or relieve the City of additional cash deposit payments, or both, but only to the extent that the cash deposits already collected, together with the amount of the Letter of Credit, exceeds the \$1,000,000 Alternative*

Collateral requirement. Such Letter of Credit must require the bank to provide notice to FMPA prior to any non-renewal of the Letter of Credit. If at anytime FMPA receives such a non-renewal notice from the Letter of Credit bank, the City shall within ten days secure a replacement Letter of Credit, or, if not, FMPA may begin collecting from the City the additional amounts in cash deposit necessary to bring the City's deposits on hand with FMPA up to the \$1,000,000 Alternative Collateral requirement; such additional amounts in additional deposit shall be paid by the City to FMPA in substantially equal amounts, as determined by FMPA, over no more than a four month period of monthly invoices under this contract.

- (d) *The Alternative Collateral cash deposits will be held by FMPA in an interest-bearing account. All amounts held in cash as Alternative Collateral, including accrued interest, remain the property of the City, until drawn upon by FMPA in accord with this subsection (d). FMPA may draw against the Alternative Collateral in the event(s) the City fails to timely pay any amount due to FMPA. Should FMPA draw against the Alternative Collateral, FMPA may, at its option, draw against either the available cash or the Letter of Credit, as FMPA in its discretion deems appropriate, but the City remains responsible for payment of all amounts owed to FMPA under this contract, including applicable interest and Delinquency Charge in accordance with section 5.1 (Billing and Payment). In the event FMPA draws against the Alternative Collateral, the parties agree such draw is not, nor is it to be construed to be, a payment by the City pursuant to this contract, and FMPA has all rights and remedies available to it, and may exercise such rights and remedies for a failure of the City to make a payment as required by this contract, including suspending performance under, and terminating, this contract in accordance with Article 12 (Events of Default and Termination).*

3. **Amendment to Article 12.** Article 12 of the Contract is hereby amended as follows:

- (1) by deleting the words "or its Guarantor, if any" from the beginning of clause (3) of section 12.1;
- (2) by deleting the words "or its Guarantor's" from clause (3)(K) of section 12.1; and
- (3) by adding the following sentence after the first sentence of section 12.4(b): "The City may cure its Event of Default for payment described in clause (1) of section 12.1 (Events of

Default) by replenishing all amounts drawn by FMPA from the Alternative Collateral in accordance with section 5.2(d) (Automatic Debit Authorization).”

4. **Amendment to Article 13.** Article 13 of the Contract is hereby amended as follows: (1) by deleting sections 13.1, 13.2, and 13.3; (2) by renumbering section 13.4 as section 13.1; and (3) by deleting the title of article 13 and replacing it with “Revenue Covenant.”

5. **Amendment to Section 18.1.** Section 18.1 of the Contract is hereby amended by deleting the following defined terms: “Acceptable Credit Bank,” “Acceptable Rating,” “Affected Party,” “Cash Security,” “Eligible Collateral,” “Eligible Guaranty,” “Eligible Line of Credit,” “Guarantor,” and “Non-Affected Party.”

6. **Remaining Terms Unchanged.** Except as modified in this amendment no. 1, all other terms and conditions of the Contract remain unchanged.

[SIGNATURE PAGE FOLLOWS]

The parties are signing this amendment no. 1 as of the date stated in the introductory clause.

FLORIDA MUNICIPAL POWER AGENCY (ALL-REQUIREMENTS POWER SUPPLY PROJECT)

By: _____
Nicholas P. Guarriello
General Manager and CEO

THE CITY OF QUINCY, FLORIDA

By: _____

[Signature Page to Amendment No. 1 Full Requirements Power Sales Contract between FMPA and QUINCY, dated as of __, 2015]



Florida Municipal Power Agency

BY EMAIL AND FEDEX

February 27, 2015

City of Quincy, Florida
423 West Washington Street
Quincy, Florida 32351
Attention: Utilities Director

City of Quincy, Florida
404 West Jefferson Street
Quincy, Florida 32351
Attention: City Manager

NOTICE OF FAILURE TO MAINTAIN ACCEPTABLE CREDITWORTHINESS

Dear Madam or Sir:

Pursuant to sections 17.9 and 13.2(a) of the Full Requirements Power Sales Contract between Florida Municipal Power Agency (All-Requirements Power Supply Project) (“FMPA”) and the City of Quincy, Florida, (the “City”) dated as of December 9, 2010 (the “Contract”), FMPA hereby gives notice of its determination that the City has failed to maintain Acceptable Creditworthiness (as defined in the Contract).

1. CONTRACT PROVISIONS

The following contract provisions are applicable to this notice.

Section 13.2(a) provides:

If a party that originally demonstrates Acceptable Creditworthiness subsequently fails to maintain Acceptable Creditworthiness, as determined by the Non-Affected Party, the Non-Affected Party shall notify the Affected Party within five Business Days of the date on which it no longer meets the Acceptable Creditworthiness standards and shall request it to provide Performance Assurance to the Non-Affected Party within 15 Business Days of the date on which it ceased to maintain Acceptable Creditworthiness.

The term “Performance Assurance” is defined in section 13.1(b) of the Contract as follows:

NOTICE OF FAILURE TO MAINTAIN CREDITWORTHINESS STANDARDS

Page 2

- (1) as to either party, Eligible Collateral equal to the amount that FMPA reasonably estimates that the City would owe to FMPA for the three months of the calendar year in which the City's bills are expected to be the highest; or
- (2) as to the City, advance payment for each month's service based on FMPA's reasonable estimate of the amount that the Customer will owe for that month, paid not less than five days prior to the beginning of the month, and trued up at the time of the second succeeding month's advance payment to reflect the actual amount the City owes. FMPA shall pay interest on any prepayments made pursuant to this section 13.1(b) (Credit Assurance) at the rate calculated by FMPA equal to what it actually earned on any such prepayment.

The term "Eligible Collateral," and its constituent terms, are defined as follows:

"Eligible Collateral" means an Eligible Letter of Credit, an Eligible Guaranty, or Cash Security.

"Eligible Letter of Credit" means an irrevocable, unconditional standby letter of credit issued by an Acceptable Credit Bank to which FMPA is the beneficiary (1) having a stated expiration date of not earlier than three hundred sixty-four (364) Days (or such longer term as may be commercially available) after the date of the original issuance or any renewal thereof; (2) that automatically renews or permits FMPA, on the signature of an authorized representative, to draw on sight all or any portion of the stated amount if not renewed on or prior to the 30th Day prior to stated expiration date; (3) that is payable or negotiable at an office of such Acceptable Credit Bank (or a correspondent bank thereof) in [New York City] or such other place as the parties may agree; (4) that is payable in U.S. dollars in immediately available funds; and (5) that is governed by the International Standby Practices 1998, and any amendments or revisions thereto, and, to the extent not governed thereby, the laws of the State of Florida or the State of New York; and (6) that is drawable upon issuance of a drawing certificate signed by an authorized representative of FMPA stating that FMPA is entitled to be paid under the Full Requirements Power Sales Contract between Florida Municipal Power Agency (All-Requirements Power Supply Project) and the City of Quincy, Florida.

"Eligible Guaranty" means a continuing guaranty in form and substance reasonably acceptable to the receiving party issued by an entity who has and maintains an Acceptable Rating.

NOTICE OF FAILURE TO MAINTAIN CREDITWORTHINESS STANDARDS

“Cash Security” means cash security, free and clear of any adverse lien or interest, pursuant to a pledge agreement in form and substance reasonably acceptable to the party(ies) to which such security is being provided.

The term “Required Ratios,” and its constituent terms, are defined as follows:

“Required Ratios” means a Ratio of General Fund Balance to Total Revenues of at least 0.20 (20%) and a Coverage Ratio of at least 1.50.

“Ratio of General Fund Balance to Total Revenues” means, with respect to the City, the ratio of the City's unrestricted general fund balance to the City's total annual revenues, tested annually as of the end of each fiscal year.

“Coverage Ratio” means, with respect to the City, the average of the ratio of the City's annual total Utility System revenues minus operating and maintenance expenses for the relevant fiscal year to the City's principal, interest and other payments paid, due or to become due on all debts, bonds, notes and borrowings related to the Utility System during the relevant fiscal year for the 2 of the 3 then most recently ended fiscal years in which such ratio is lowest.

2. FMPA DETERMINATION

FMPA has made the determination that the City has failed to maintain Acceptable Creditworthiness on the basis of (1) the City's audited financial statements for the period ended September 30, 2013, and (2) the City's unaudited financial statements for the period ended September 30, 2014. This information is the most recent available financial information of the City available to FMPA.

FMPA's review has led to the conclusion that:

- The City currently has an “A-” rating from Standard & Poor's (“S&P”) pertaining to the City's 2003 and 2011 series utility system revenue bonds, which exceeds the requirement of “BBB” in the Contract. (However, FMPA is also now aware that on January 6, 2015, S&P issued a negative outlook on these bonds. Pursuant to section 13.3 of the Contract, it is the City's obligation to immediately provide FMPA all available information with regard to any change or potential change in credit ratings, “including being placed on negative watch.” Please immediately provide us with all future information, as soon as it is available, regarding any change or potential change to the City's credit ratings, whether positive or negative.)
- The City's Coverage Ratio based on information for the three year period ended September 30, 2013, exceeded the requirement of 1.50. However, based on information provided to date by the City, FMPA does not currently have sufficient information to compute the City's Coverage Ratio as of September 30, 2014.

Utilities Director

City Manager

February 27, 2015

NOTICE OF FAILURE TO MAINTAIN CREDITWORTHINESS STANDARDS

Page 4

- Finally, the balances in the General Fund of -\$92,683 as of September 30, 2013, and \$285,265 (unaudited) as of September 30, 2014, would cause the City to fail to meet the required Ratio of General Fund Balance to Total Revenues of at least 0.20 (20%).

Because the City did not meet the requirement for the Ratio of General Fund Balance to Total Revenues, FMPA is hereby giving notice that the City has failed to meet the requirements for Acceptable Creditworthiness, as provided for in Section 13.2(a) of the Contract.

3. REQUIRED ACTION

Unless otherwise agreed with FMPA, this notice triggers the City's obligation to provide FMPA with Performance Assurance in accord with section 13.1(b) of the Contract within 15 Business Days, which is March 19, 2015.

If the City chooses to provide Eligible Collateral pursuant to clause (1) of section 13.1(b), FMPA has computed that amount to be \$1,306,451, based on FMPA's estimate of the amount that the City would owe to FMPA for the three months of calendar year 2015 in which the City's bills are expected to be the highest.

Alternatively, if the City elects to begin monthly prepaying FMPA for its bills on an estimated basis pursuant to clause (2) of section 13.1(b), please notify FMPA as soon as possible. Such prepayment will also require that FMPA immediately invoice the City on an estimated basis for any service that has been provided to date under this Contract and not yet invoiced (e.g., estimated charges for February 2015 and March 2015 service).

Regardless of the City's election, the City must provide Performance Assurance to FMPA no later than March 19, 2015, unless otherwise agreed by FMPA. No alternative arrangement agreed to by FMPA that varies from the requirements of this notice is, nor may be construed to be, a waiver of FMPA's rights or any term or condition of the Contract.

Of course, if the City is subsequently able to provide FMPA financial information that demonstrates that Quincy meets the criteria for Acceptable Creditworthiness, then FMPA will return any Performance Assurance being held by FMPA within 30 days of the date on which the City gains Acceptable Creditworthiness, pursuant to section 13.2(c) of the Contract.

Utilities Director

City Manager

February 27, 2015

NOTICE OF FAILURE TO MAINTAIN CREDITWORTHINESS STANDARDS

Page 5

Questions or concerns regarding this notice can be addressed to me at 321-239-1026 or Frank.Gaffney@fmipa.com.

Sincerely,



Frank Gaffney
Assistant General Manager,
Power Resources

FPG:JW

cc: Ted Beason
Jody Finklea
Nick Guarriello
Jason Wolfe

CITY OF QUINCY
CITY COMMISSION AGENDA REQUEST

MEETING DATE: March 24, 2015

DATE OF REQUEST: March 20, 2015

TO: Honorable Mayor and Members of the City Commission

FROM: Mike Wade, Interim City Manager

SUBJECT: Small Counties Outreach Program (SCOP) – Paving of Martin Luther King Boulevard

Statement of Issue:

The information provided herein concerns the above mentioned SCOP Project for the resurfacing of a portion of Martin Luther King Blvd. of which we have received 100% funding for design and construction. Issue of this agenda item is the direction which the City Commission wishes staff to precede to initiate the design phase of the project.

Statutory Basis for the Selection of the Design Consultant Firm:

[Section 287.055, Florida Statutes](#)

[23 CFR 172](#)

[Florida Department of Transportation Local Agency Program Manual 2015](#)

Background on the SCOP Project:

This is the first time municipalities have been eligible for Small County Outreach Program funds and our submission of the MLK Project for resurfacing in September of 2014 was selected. Funding levels for the proposal is 100% and FDOT guidelines for the use of these funds must be followed. These guidelines are strictly related to both Section 287.055 FS and 23 CFR 172 with both needing to be followed. Due to the size of our project however, we did qualify for an exemption under the FDOT Local Agency Program manual (Section 18.3, LAP) for “Small Purchases”. This exemption will save the City at least 30 days which was the goal in all of this so we could complete this project during our current fiscal year.

In attempting to complete this project by the end of the fiscal year, the City will need to acquire a design firm or EOR, present FDOT with a proposed project schedule, by which they will develop a project agreement which the City will accept by resolution at a near future meeting, repeat RFP process for a separate CEI for construction inspection (FDOT Req.), advertise project for construction, receive bids, award contract, issue notice to proceed, construction period, final inspection, and project closeout. There are a great deal of steps to complete in just a six month period which is why staff approached FDOT about being able to “piggyback” on an existing RFP for engineering services that Gadsden County began last October. Contracting with the engineering firm that was selected by the County through the competitive bid process would have cut at least 60 days out of our project time. However, FDOT said that would not work within the confines of utilizing these funds but did agree to the staff recommendation (see attached email).

Staff Recommendation:

Enclosed in your agenda packet is a copy of the project description, project estimate, and a project location map for your information. Also enclosed is a copy of Chapter 18 of the FDOT Local Area Program Manual for reference, Section 18.3 is of particular importance. You will also see a copy of an email from Dustin Castells, Program Administrator FDOT, outlining the procedure the City needs to take to acquire an Engineer of Record for the project and get this project started. Staff is requesting approval from the City Commission to be allowed to develop an RFP, present it to at least three qualified firms, receive proposals, evaluate, and return recommendation to enter into a contract to the City Commission as soon as possible.

Options:

1. Direct staff to follow the staff recommendation and bring back a selected consultant as an Engineer of Record based on procedure as described by the Project Administrator for FDOT.
2. Direct staff to bring back at the next meeting a RFP for Engineering Services for approval prior to advertising said RFP.
3. Direct staff to a combined/modification to Option 1 and/or Option 2.

Recommended Option

Option 1

Attachments:

Scope of Project

Local Agency Program Manual

Emails To Date Staff/FDOT

Proposed Scope of Work

MLK JR Blvd is owned, maintained, and located in the center of the City of Quincy which traffic from schools, churches, businesses, and residents use regularly. This street is not considered an evacuation route and does not serve high levels of agricultural traffic. However, it is considered a feeder road. MLK JR Blvd was chosen on behalf of the city due to poor pavement conditions of the roadway. This project will consist of resurfacing .06 miles of super pave asphalt after milling the existing roadway 1 ½" thick to ensure any deficiencies are corrected. The normal procedures that usually coincide with resurfacing will also be included; such as thermoplastic striping and messages, RPMs, and signage. Along with the resurfacing, the project will address any issues/improvements pertaining to drainage. Once funding is secured, the project would proceed with design then construction and should not take no more than (6) six months to complete. Please see the attached cost estimate and location map. No costs have been incurred to date.

ENGINEERS ESTIMATE OF PROBABLE CONSTRUCTION COSTS
MARTIN LUTHER KING Jr BLVD RESURFACING
 CITY OF QUINCY

<i>Item</i>	<i>Description</i>	<i>Qty</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Total</i>
GENERAL COSTS					
1.01	MOBILIZATION	1	LS	\$6,500.00	\$6,500.00
1.02	BONDS AND INSURANCE	1	LS	\$4,500.00	\$4,500.00
1.03	MAINTENANCE OF TRAFFIC	1	LS	\$3,500.00	\$3,500.00
1.04	LAYOUT	1	LS	\$2,000.00	\$2,000.00
1.05	NPDES PERMITTING	1	LS	\$1,500.00	\$1,500.00
				<i>SUBTOTAL</i>	\$18,000.00
CONSTRUCTION COSTS					
2.01	SUPERPAVE ASPH CONC, TRAF B (1.5")	950	TON	\$105.00	\$99,750.00
2.02	MILLING EXIST ASPH PAVT, 1.5" AVG DEPTH	10,800	SY	\$5.00	\$54,000.00
2.03	PERFORMANCE TURF, SOD	250	SY	\$3.00	\$750.00
2.04	RETRO-REFLECTIVE PAVEMENT MARKERS	154	EA	\$5.50	\$847.00
2.05	PAINTED TEMPORARY PAVEMENT MARKINGS	1.17	NM	\$2,500.00	\$2,921.40
2.06	THERMOPLASTIC PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	1.17	NM	\$6,000.00	\$7,011.36
2.07	THERMOPLASTIC PAVEMENT YELLOW CENTER STRIPING (6") AND LAYOUT (per MUTCD standards)	1.17	NM	\$6,000.00	\$7,011.36
2.08	THERMOPLASTIC STOP BAR AND MESSAGE AND LAYOUT (per MUTCD standards)	1	EA	\$650.00	\$650.00
2.09	CONTRACTOR'S EROSION AND SEDIMENT CONTROL	1	LS	\$4,500.00	\$4,500.00
				<i>SUBTOTAL</i>	\$177,441.12
TOTAL ESTIMATED CONSTRUCTION COST					\$195,441.12
3.01	DESIGN AND INSPECTION (10%)	1	LS	\$19,544.11	\$19,544.11
3.02	CONTINGENCY	1	LS	\$19,544.11	\$19,544.11
				<i>SUBTOTAL</i>	\$39,088.22
TOTAL ESTIMATED COST					\$234,529.34



PROJECT LOCATION MAP

MARTIN LUTHER KING JR. BLVD RESURFACING
CITY OF QUINCY, FLORIDA

0 250 500 FT



CHAPTER 18 - PROFESSIONAL SERVICES CONTRACT, SELECTION & AWARD (Using Consultants)

18.1 GENERAL

18.1.1 The Department must ensure that when a Local Agency seeks reimbursement for consultant services, the Local Agency is in compliance with the procedures in this Manual, **Section 287.055, Florida Statutes (F.S.), 23 CFR 172, the Federal Brooks Act (40 USC 1101-1104)** and other applicable federal and state regulations. However, if a Local Agency chooses to retain a consultant at its own cost, only state procurement law applies. The Local Agency must follow the **Restrictions on Consultants' Eligibility to Compete for Department Contracts Procedure (Topic 375-030-006)** for all projects. A Local Agency may use consultant services for planning, project development, design and plans preparation, preparation of specifications and estimates, right of way acquisition support, and construction engineering and inspection (CEI).

18.1.2 When a Local Agency determines it needs the services of a consultant, it must proceed according to the procedures outlined in **Section 287.055, F.S.** These procedures apply to both the Department and the Local Agencies. Therefore, the Local Agency's procedures should be similar to the Department's **Acquisition of Professional Services Procedure (Topic 375-030-002)**.

18.1.3 Local Agencies are required to use consultants pre-qualified by the Department for projects on the National and State Highway System. The Local Agency may use its own pre-qualification process for all other projects. A Local Agency's consultant acquisition process may proceed up to contract execution prior to receipt of the Federal Highway Administration (FHWA) authorization and a notice to proceed from the Department.

18.2 SOLICITATION AND SELECTION OF CONSULTANTS

When procuring professional services for a project, with construction cost exceeding the estimated threshold amount for **Category Five (\$325,000)** as set forth in **Section 287.017, F.S.**, or for a planning or study activity when the fee for professional services exceeds the threshold amount provided for **Category Two (\$35,000)** as set forth in **Section 287.017, F.S.**, except in cases of public emergencies, the Local Agency selection process will comply with the following:

- A. Project is publicly announced in a uniform and consistent manner pursuant to **Section 287.055(3)(a)1, F.S.**
- B. Consultant qualification is verified by the Local Agency or through a Department

- pre-qualified consultant. Department pre-qualified consultants are required as specified in **Section 18.1.3**
- C. Public meetings are held when necessary, are properly noticed, and minutes taken or recorded. Under Florida law, sealed bids, proposals, or replies received by a Local Agency pursuant to a competitive solicitation are exempt from public records until the Local Agency provides notice of an intended decision to make a contract award or until 30 days after opening the bids, proposals, or replies, whichever is earlier. Oral presentations, negotiations, vendor question and answer sessions, and discussions of negotiation strategies are all exempt meetings. A complete recording shall be made of an exempt meeting. No portion of the exempt meeting may be held off the record. The recording is exempt until such time as the Local Agency provides notice of an intended decision to make a contract award or until 30 days after opening the bids, proposals, or replies, whichever occurs earlier, pursuant to **Section 286.0113(2)(c), F.S.**
 - D. All staff in a decision making or recommendation capacity are free from conflicts of interest, or have recused themselves where conflicts exist (**23 CFR 1.33 and Topic 375-030-002-I, Section 1**). A signed conflict of interest form must be returned to the Department (Form 375-030-50).
 - E. Competing firms are evaluated on the basis of capabilities, adequacy of personnel, past record, experience, and other applicable factors.
 - F. No fewer than three firms are shortlisted to submit proposals.
 - G. Factors considered in shortlisting include: ability of professional personnel, past performance, willingness to meet time and budget requirements, recent, current and projected workloads, and volume of work previously awarded to each firm pursuant to **Section 287.055(4)(b), F.S.**
 - H. For federal-aid contracts, a small locality presence criterion of no more than 10 percent may be used. This criterion cannot be based on political boundaries and should be used on a project-by-project basis for projects where a need has been established. If a firm currently outside the locality criteria indicates as part of its proposal that it will satisfy the criteria in some manner, such as establishing a local project office, it should be considered to have met the locality criteria.

18.3 LAP Simplified Acquisition and Small Purchase Process

When a project meets the criteria established in **Category Two or Category Five**, as set forth in **Section 287.017, F.S.**, the project can be exempt from formal advertising and selection using the process called "Small Purchase." In the event that a contract is procured under the small purchase criteria, the total fee cannot exceed the appropriate limits established in **41 U.S.C. 403(11)**, or the state limit, whichever is lower at the time of the review. Although exempt from formal advertisement, at least three qualified consultants are considered and ranked in order of qualifications.

The small purchase procedures may be used under the following conditions:

A. Are the professional services directly related to the construction project? (e.g., Project Development and Environmental (PD&E) services, design services, surveying and mapping, or construction engineering inspection services).

- 1. If yes, is the construction project less than **\$325,000** (state Category Five threshold as set forth in **Section 287.017, F.S.**)?
- 2. If yes, is the total contract amount for the professional services less than **\$150,000** (federal threshold)?
- 3. If all are yes, then the small purchase process may be used. If the answer to one of the above questions is no, then the small purchase process cannot be used.

B. Are the professional services are for a study activity or for planning activity? (Professional services not directly related to a construction project are defined as a "study activity").

- 1. If yes, is the total contract amount for the study activity or planning activity less than the state threshold of **\$35,000** (state Category Two threshold as defined in **Section 287.017, F.S.**)?
- 2. If yes, then the small purchase process may be used.

Please note, since the state threshold of **\$35,000** per study or planning activity is the lesser when compared with the federal threshold, the state threshold is the limiting factor.

18.4 NEGOTIATING THE CONSULTANT AGREEMENT

The Local Agency will attempt to negotiate a contract with the most highly qualified firm selected in accordance with **40 USC 1103** and in accord with **Section 287.055, F.S.** For more details on negotiations, the Local Agency may consult the Department's Negotiation Handbook at <http://www.dot.state.fl.us/procurement/Negotiations.shtm> . The Local Agency must develop an independent staff-hour estimate to check the reasonableness of the consultant estimate and conduct an analysis of costs proposed by the consultant. The Local Agency negotiator will use resources available to conduct effective negotiations. These include, but are not limited to, the refined scope of work, the evaluation factors and their relative importance. The Local Agency may request a copy of the Department's staff hour estimate guidance for assistance in developing their estimate. If the Local Agency is unable to negotiate a satisfactory contract with the firm, the Local Agency head shall formally terminate negotiations and then undertake negotiations with the next most qualified firm. This process will be repeated until agreement is reached.

18.5 SECURING APPROVAL TO HIRE CONSULTANTS

Prior to executing the consultant agreement the Local Agency will submit a request to the District LAP Administrator for approval to execute the consultant agreement with the most qualified firm. This request will include a completed copy of the **Local Agency Program Checklist for Federally Funded Professional Services Contracts Federal and State Requirements (Form 525-010-49)** and required supporting documentation. The **Local Agency Program (LAP) Critical Requirements Checklist for Professional Services Certification (Form 525-010-48)** will be used during the certification and recertification process.

18.5.1 The District LAP Administrator will confer with functional area experts as necessary to complete their review of the documentation. The Local Agency will issue its notice to proceed once approval is obtained from the District LAP Administrator. Contracts where work has been performed prior to approval and a notice to proceed from the District LAP Administrator are not eligible for federal reimbursement.

18.6 PROFESSIONAL SERVICES PROVIDED ON A CONTINUING BASIS

As specified in section **18.2** of this chapter, the Local Agency must publicly announce each project in a uniform and consistent manner unless the specified criterion is met. Consequently, the use of General Engineering Consultant (GEC) Contracts is specifically prohibited when federal reimbursement is being requested. Continuing contracts for professional services will be restricted in use to services for projects which construction costs do not exceed \$2,000,000 each, or for each study activity when the fee for such professional service does not exceed \$100,000, or for work of a specified nature as outlined in the contract. Continuing Contracts must be limited in duration to a period not to exceed five years, unless otherwise approved by the appropriate federal agency. Continuing contracts must include the required federal provisions contained in **Appendix I** of the Department's **Standard Professional Services Agreement (Form 375-030-12)**. The required federal forms outlined below must also be signed as part of the continuing contract and the applicable federal provision must be a part of the original contract. These items cannot be added via an amendment, supplemental agreement or task work order.

18.7 CONTRACT AND DATA RECORDING

Once the Local Agency issues its notice to proceed, the Local Agency will record the contract data in the Department's Local Agency Program Information Tool (LAPIT). This data includes the name of the consultant firm, the contract award amount and execution date. A copy of the executed agreement must be submitted to the District LAP Administrator. This information is vital to the monitoring and proper recording of Disadvantaged Business Enterprise (DBE) activities and sub recipient auditing.

Instructions for recording the contract data can be found in LAPIT.

18.8 MANAGING, MONITORING, AND EVALUATING THE AGREEMENT

18.8.1 All Local Agencies shall assign one of their personnel as Project Manager to monitor the consultant's performance and ensure that quality products are received. This person must be a public employee that is in responsible charge. The Local Agency's Project Manager shall:

- A. Negotiate supplemental amendments to existing agreements for services beyond the scope of work of the original agreement and provide the Local Agency's independent estimate of the costs for the work involved.
- B. Ensure no work is done or costs incurred until the agreement(s) and supplement(s) are approved by the Department.
- C. Act as the contact between the Local Agency and the consultant to ensure compliance with the terms of the agreement.
- D. Monitor the consultant's progress reports to ensure that progress follows the schedule and the consultant reports problem areas and takes corrective action.
- E. Establish controls to monitor the time for completion of each agreement to ensure the consultant does not exceed specified time limitations.
- F. Validate the accuracy and approve invoices to ensure they match up to the work performed. The Local Agency should keep cumulative cost records for each agreement to ensure costs are allowable, allocable, and reasonable.
- G. Establish controls to prevent payment greater than the agreement amount.
- H. Monitor the consultant to ensure compliance with the Equal Employment Opportunity (EEO) provisions of the agreement.
- I. Monitor and validate any DBE/Minority Business Enterprise participation and compliance.

18.8.2 The Local Agency will ensure the consultant has met all terms and conditions of the agreement and has completed all services under the agreement before the final release of the consultant.

18.8.3 The Department will decide on the degree of monitoring, which will depend on the nature and character of each project. The Local Agency will submit quarterly reimbursement requests to the District LAP Administrator. The reimbursement requests will contain sufficient detail to determine the status of the project and all charges incurred by the Local Agency and the consultant where federal participation is requested. Project records shall be maintained in accordance with the provisions of **2 CFR 200.333**. Upon completion of the project, the Local Agency will provide the District LAP Administrator with a

copy of its consultant evaluation.

18.9 Forms

Local Agency Program (LAP) Critical Requirements Checklist for Professional Services Certification (Form 525-010-48)

Local Agency Program Checklist for Federally Funded Professional Services Contracts Federal and State Requirements (Form 525-010-49)

Standard Professional Services Agreement (Form 375-030-12)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Form 375-030-32)

Certification for Disclosure of Lobbying Activities (Form 375-030-33)

Conflict of Interest (Form 375-030-50)

18.10 Training

Training in this procedure will be included in periodic Local Agency Program Workshops and can be found on the LAP training page at:

<http://www.dot.state.fl.us/projectmanagementoffice/LAP/LAPTraining.shtm>

Mo Cox

From: Castells, Dustin [Dustin.Castells@dot.state.fl.us]
Sent: Friday, March 20, 2015 11:36 AM
To: Mo Cox
Cc: Battles, Regina; Suggs, Myra
Subject: RE: Follow Up - Municipal SCOP Meeting

Mo,

As discussed, the City will have to develop a separate RFP, rank, and negotiate with top rated consultant.

The City can use the Small Purchase process we discussed as long as the professional services contract does not exceed \$35,000 and the construction amount is no greater than \$325,000. You will need to contact three qualified firms, provide them with the RFP and ask them to submit a proposal. After receiving the proposals, the City will rank and negotiate.

Please let us know if you have any further questions. Thanks!

Dustin Castells

Florida Department of Transportation
District 3 Local Program Administrator

1074 Highway 90 East

Chipley, Florida 32428

Phone (850) 330-1227

e-mail dustin.castells@dot.state.fl.us

Click here for: [LAP Manual](#) [LAPIT Login](#) [LAP Forms](#)

"I press on toward the goal..."
Philippians 3:14

From: Mo Cox [mailto:MCox@myquincy.net]
Sent: Friday, March 20, 2015 10:17 AM
To: Castells, Dustin
Subject: RE: Follow Up - Municipal SCOP Meeting

Dustin,

I think you may have misunderstood what I was asking for us to be allowed to do. We were going to enter into a separate agreement "based" on the RFP and evaluation performed by the County for design services for our project. What we are basing our request on is Section 18.3 of the FDOT Local Agency Program Manual and our project meets the criteria for us to be exempted from the formal process for procuring professional services under the "Small Purchases".

Please let me know if we are totally off base with this or not.

Your attention is appreciated.

Mo Cox
Assistant Utilities Director
City of Quincy
Utility Department
Phone: 850.618.1959

Cell: 850.408.0540
Email: mcox@myquincy.net

From: Castells, Dustin [<mailto:Dustin.Castells@dot.state.fl.us>]
Sent: Friday, March 20, 2015 10:48 AM
To: Mo Cox
Cc: Mike Wade; Suggs, Myra; Battles, Regina
Subject: RE: Follow Up - Municipal SCOP Meeting

Good Morning Mo,

Upon review, it appears that the agreement is with Gadsden County, not the City of Quincy. Based on this information, it would not be acceptable to use this contract for the design of a project that is being managed by the City of Quincy. If the agreement was with the City of Quincy and procured following Consultants' Competitive Negotiation Act (CCNA), there would be no issue in using the agreement.

If the City wanted to use the County's existing professional services agreement, the City could make a request of the County to manage the entire project (design, construction, and CEI) on behalf of the City. If the County agreed, the Department would modify the draft Joint Participation Agreement recipient to Gadsden County. We would also need written notice from the County that they would be willing to manage the project on the City's behalf.

If the City of Quincy wants to manage the project, they will need to advertise an RFP for the design services adhering to the Consultants' Competitive Negotiation Act (CCNA) as outlined in 287.055 F.S. I have attached a sample RFP that the City may want to consider reviewing to develop its own RFP for design services.

Please let us know if you have any further questions. Thanks!

Dustin Castells

Florida Department of Transportation
District 3 Local Program Administrator
1074 Highway 90 East
Chipley, Florida 32428
Phone (850) 330-1227
e-mail dustin.castells@dot.state.fl.us
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"I press on toward the goal..."
Philippians 3:14

From: Mo Cox [<mailto:MCox@myquincy.net>]
Sent: Wednesday, March 18, 2015 11:21 AM
To: Castells, Dustin
Cc: Mike Wade
Subject: RE: Follow Up - Municipal SCOP Meeting

Dustin,

I have enclosed a copy of both the RFP performed by Gadsden County in June of last year along with the resultant agreement for Engineering Services based on that RFP with Preble Rish dated October of 2014. I am providing these for your review and comment.

The City of Quincy is requesting approval from FDOT to "piggyback" on this RFP and the selection of Preble Rish for our SCOP project located on MLK Blvd. I am requesting your response to this request for determination of whether this falls inside the guidelines of the FDOT.

If our request does not follow guidelines of the Department for this project, please supply any documentation which I may need to assist and recommend to the Interim City Manager/City Commission to begin the process of an RFP. I am asking for this determination for the reason it will directly affect the project schedule of which we are currently working on. I am sure that we all want our project schedule to be as correct and concise as it can be.

Thank you for your attention to this matter.

Mo Cox
Assistant Utilities Director
City of Quincy
Utility Department
Phone: 850.618.1959
Cell: 850.408.0540
Email: mcox@myquincy.net

From: Castells, Dustin [<mailto:Dustin.Castells@dot.state.fl.us>]
Sent: Wednesday, March 11, 2015 1:11 PM
To: Mo Cox
Cc: Mike Wade; Suggs, Myra
Subject: RE: Follow Up - Municipal SCOP Meeting

Thanks, Mike! Keep us posted.

Dustin Castells

Florida Department of Transportation
District 3 Local Program Administrator
1074 Highway 90 East
Chipley, Florida 32428
Phone (850) 330-1227
e-mail dustin.castells@dot.state.fl.us
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"I press on toward the goal..."
Philippians 3:14

From: Mo Cox [<mailto:MCox@myquincy.net>]
Sent: Wednesday, March 11, 2015 12:13 PM
To: Castells, Dustin
Cc: Mike Wade
Subject: RE: Follow Up - Municipal SCOP Meeting

Dustin,

I am sorry that we have not responded to your email sooner. There are no issues, but we are to have a scheduled meeting next Wednesday to discuss the project along with our proposed schedule for design and construction (it was to be this week but conflicts prevented getting everyone together). The meeting will involve staff from Preble Rish, a City Commissioner, Mike Wade (Interim City Manager), and myself. At that time, we will have a better stance on our timetable which will ensure that the project will go smoothly.

I hope this is understandable and we will get you your desired information very shortly.

Thanks for your patience,

Mo Cox
Assistant Utilities Director
City of Quincy
Utility Department
Phone: 850.618.1959
Cell: 850.408.0540
Email: mcox@myquincy.net

From: Castells, Dustin [<mailto:Dustin.Castells@dot.state.fl.us>]
Sent: Monday, March 09, 2015 9:15 AM
To: Castells, Dustin
Cc: Suggs, Myra; Battles, Regina
Subject: RE: Follow Up - Municipal SCOP Meeting
Importance: High

Good Morning,

This is just a follow up from our previous e-mail. We have not received your project schedule. We will unable to complete the draft agreement until a schedule is provided. Please let Myra or I know if you have any questions.

Thanks,

Dustin Castells

Florida Department of Transportation
District 3 Local Program Administrator
1074 Highway 90 East
Chipley, Florida 32428
Phone (850) 330-1227
e-mail dustin.castells@dot.state.fl.us
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"I press on toward the goal..."
Philippians 3:14

From: Castells, Dustin
Sent: Thursday, February 26, 2015 3:35 PM
To: Castells, Dustin
Cc: Suggs, Myra; Battles, Regina
Subject: Follow - Municipal SCOP Meeting

Good Afternoon,

First, I would like to say thank you to everyone who attend the SCOP information meetings. I think they were very beneficial and we are looking forward to this partnership opportunity.

As promised please find attached the following items:

- Sample Resolution (A resolution will need to be adopted by your board to approve the agreements).
- Invoice Coversheet
- Sample Invoice Coversheet

We have confirmed that everyone has a vendor number setup for electronic funds transfer (EFT) of your reimbursement payments. Please let us know if you do **NOT** want to use EFT.

Remember, we need each agency to provide a project schedule as soon as possible. The schedule needs to include a design schedule and a construction schedule. As soon as we receive the project schedules, we will be able to draft the SCOP Agreements and send them out for review and approval.

If you have any questions, please do not hesitate to contact Myra Suggs or myself. We are here to help!

Dustin Castells

Florida Department of Transportation

District 3 Local Program Administrator

1074 Highway 90 East

Chipley, Florida 32428

Phone (850) 330-1227

e-mail dustin.castells@dot.state.fl.us

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"I press on toward the goal..."

Philippians 3:14