

# **City of Quincy**

City Hall

404 West Jefferson Street

Quincy, Florida 32351

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



**Tuesday – May 14, 2019**

**6:00 PM**

**City Hall Commission Chambers**

## **City Commission**

**Mayor Keith Dowdell - District One**

**Mayor Pro-Tem Ronte Harris - District Three**

**Commissioner Angela Sapp - District Two**

**Commissioner Freida Bass-Prieto - District Four**

**Commissioner Daniel McMillan - District Five**

*"In the Heart of Florida's Future"*

**AGENDA FOR THE REGULAR MEETING**  
**OF THE CITY COMMISSION OF**  
**QUINCY, FLORIDA**  
**Tuesday~May 14, 2019**  
**6:00 PM**  
**City Hall Commission Chambers**

**Call to Order**

**Invocation**

- Elder Derrick W. Jackson, Pastor of Mt. Carmel PB Church

**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 4/23/2019 Regular Meeting
  - Sylvia Hicks, City Clerk
2. Approval of Minutes of the 4/30/2019 Canvassing Board Meeting
  - Sylvia Hicks, City Clerk
3. Approval of Minutes of the 5/2/2019 Reorganization Meeting
  - Sylvia Hicks, City Clerk

**Proclamations**

4. Proclamation for Poppy Week
  - Mayor Keith Dowdell, District I

**Public Hearings and Ordinances as Scheduled or Agendaed**

5. Ordinance 1105-2019 – Commissioners' Compensation Election and Retirement Benefits on First Reading
  - Jack L. McLean Jr., City Manager
  - Gary Roberts, Interim City Attorney

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

**Resolutions**

**Reports by Boards and Committees**

## **Reports, Requests and Communications by the City Manager**

6. Presentation on Upcoming Countywide Career Fair
  - Jack L. McLean Jr., City Manager
  - Ann Sherman, Human Resources Director
  - Kara Palmer-Smith, Career Source
7. Police Union/PBA Contract
  - Jack L. McLean Jr., City Manager
  - Glenn Sapp, Police Chief
8. Memorandum of Agreement with Boys and Girls Club of the Big Bend
  - Jack L. McLean Jr., City Manager
  - DeCody Fagg, Parks and Recreation Chief
9. Annexation of Crossroad Academy Charter School
  - Jack L. McLean Jr., City Manager
  - Bernard Piawah, Building and Planning Director
10. Sand and Grit Removal Grant with FDEP
  - Jack L. McLean Jr., City Manager
  - Robin Ryals, Utilities Director
11. Survey and Engineering for the Shelfer Street Outfall Project
  - Jack L. McLean Jr., City Manager
  - Robin Ryals, Utilities Director

## **Other Items Requested to Be Agendaed by Commission Member(s), the City Manager and Other City Officials**

### **Comments**

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

### **Comments from the Audience**

### **Adjournment**

\*Items not in Agenda Packet

If a person decides to appeal any decision made by the City Commission with respect to any matter considered at this meeting, he/she may need a record of the proceedings, and for such purpose, he/she may need to ensure that verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. FS 286.0105. Persons with disabilities who require assistance to participate in City meetings are requested to notify the City Clerk's Office at (850) 618-0020 in advance.

CITY COMMISSION  
CITY HALL  
QUINCY, FLORIDA

REGULAR MEETING  
APRIL 23, 2019  
6:00 P.M.

The Quincy City Commission met in regular session, Tuesday, April 23, 2019, with Mayor Pro-Tem Commissioner Dowdell presiding and the following present:

Commissioner Daniel McMillan  
Commissioner Ronte Harris  
Commissioner Gerald A. Gay, III  
Mayor-Commissioner Angela G. Sapp (absent)

Also Present:

Interim City Manager Jack L. McLean Jr.  
City Clerk Sylvia Hicks  
Interim City Attorney Gary Roberts  
Police Chief Glenn Sapp  
Planning Director Bernard Piawah  
Public Works Director Reginald Bell  
Fire Chief Curtis Bridges  
Acting Finance Director Jeff Williams  
Finance Superior Amanda Matthews  
Parks and Recreation Director DeCody Fagg  
Human Resources Director Ann Sherman  
Recreation Supervisor Shawanna Moye  
Grants Writer Beverly Nash  
Executive Assistant to the City Manager Vancheria Perkins  
Sergeant at Arms Lieutenant Eugene Monroe

**Call to Order:**

Mayor Pro-Tem Dowdell called the meeting to order with invocation by Chief Glenn Sapp followed by the Pledge of Allegiance.

Commissioner Gay made a motion to excuse Mayor Sapp. Commissioner McMillan seconded the motion. The motion carried four to zero.

**Approval of the Amended Agenda**

Commissioner McMillan made a motion to approve the amended agenda (added presentation by Florida Municipal Electric Association un special presentatons. Commissioner Gay seconded the motion. The ayes were unanimous. The motion carried four to zero.

## Special Presentations by the Mayor or Commission

### *Special Presentation by Florida Municipal Electric Association*

Amy Zubaly Executive Director of FMEA came before the Commission and presented a plaque to the City entitled Restoring Communities Award. The award states in recognition of the extraordinary efforts and dedication provided by Florida's Municipal Electric Utilities who helped to restore power to continue in emergency situations (Hurricane Michael).

### *Special Presentation for Commissioner Gay*

Mayor Pro-Tem Dowdell presented a plaque to Commissioner Gerald A. Gay, III for his 15 years of dedicated service to the City of Quincy. Mayor Pro-Tem Dowdell read the plaque as follows: In recognition of your years of commitment and dedication to the City of Quincy we would like to take this opportunity to express our sincere appreciation by presenting this plaque to commemorate a milestone. You have made a difference and we are truly grateful for your inspiring motivation, your shared insight and your gentle guidance. Thank you for your many valuable contributions over the past fifteen years. Your loyal and dedicated service you played an integral role in our success. Mayor-Commissioner Gerald A. Gay, III (Andy Gay) 2004-2019 presented this 23<sup>rd</sup> day April 2019.

## Approval of the Minutes of the Previous Meetings

### *Approval of Minutes of the April 9, 2019 Regular Meeting*

Commissioner McMillan made a motion to approve the minutes of the April 9, 2019 meeting with corrections if necessary. Commissioner Gay seconded the motion. The motion carried four to zero.

## Proclamations

## Public Hearing and Ordinance as Scheduled or Agendaed

### *Ordinance no. 1105-2019 – Commissioners Compensation Election and Retirement Benefits*

Commissioner Harris made a motion to read Ordinance No. 1105-2019 by title only. Commissioner Gay seconded the motion. Upon roll call by the Clerk the ayes were: Commissioners McMillan, Harris, Gay, and Dowdell. The Clerk read the title as follows:

### **ORDINANCE NO. 1105-2019**

**AN ORDINANCE OF THE CITY OF QUINCY, FLORIDA, RELATING TO COMPENSATION OF THE MAYOR AND COMMISSIONERS; AMENDING CODE OF ORDINANCES SEC. 2-61 TO PROVIDE THAT THE MAYOR AND COMMISSIONERS MAY EACH INDIVIDUALLY ELECT TO REDUCE OR ELIMINATE THEIR COMPENSATION FOR THE NEXT BUDGET YEAR;**

**AMENDING SECTION 54.91(c), DELETING PROVISION EXCLUDING FOR THE ALLOCATION OF CONTRIBUTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR COPY ON FILE; AND PROVIDING FOR AN EFFECTIVE DATE.**

Mayor Pro-Tem Dowdell announced this is a public hearing and is now open to the public.

Frieda Bass-Prieto of 329 East King Street had the following:

- Need to separate the two items: compensation and allocation of contribution because compensation is a charter related item and allocation of contribution is an employee benefits.
- Estimated cost of the Commissioner's insurance to the City.
- Health insurance was every commissioner offered the insurance was there a waiver signed.
- Back dating the effective date of the ordinance to October 1, 2018 you gave yourselves a pension not in a public meeting but can fix it by going back to October 1<sup>st</sup>; she stated no one has that power.
- Estimated cost of retirement for the Commission.

Interim City Manager Jack McLean stated that the City pays 12% of the Commission salary for retirement. Health insurance and dental is not covered by this ordinance. He stated that based on common practice not an ordinance this issue was addressed the during budget process. He stated that this is consistent with other plans and municipalities Commissioners are fulltime employees and therefore are eligible for insurance.

Commissioner McMillan asked what line item in the budget is the health insurance coming from. Mr. McLean stated that we had discussed this items several times in prior meetings.

Mayor Pro-Tem Dowdell stated that the Mayor is not here and asked the Commission if they would table the item until the next meeting. Commissioner Harris made a motion to table Ordinance No. 1105-2015 until the next meeting. Commissioner Gay seconded the motion. The ayes were Commissioners Harris, Gay and Dowdell. Nay was Commissioner McMillan. The motion carried three to one to table the item.

**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.**

Denise Hannah of 714 South 9<sup>th</sup> Street came before the Commission regarding item 4 (Memorandum of Agreement with the Boys and Girls Club of the Big Bend); Who is going to provide janitorial services, compensation, operating hours shorter in summer, item 7 (Police March Traffic Report); Why does King Street have a separate report. and item 10 (March Financial Report) Storage fee for Police Department, Chief Sapp stated that the space is limited at the new station therefore, we needed a secured location because the records are sensitive.

Freida Bass-Prieto of 329 East King Street came before the Commission regarding item 10 (March Financial Reports).

## **Resolutions**

### **Reports by Boards and Committees**

### **Reports Request and Communications by the City Manager**

#### *Memorandum of Agreement with Boys and Girls Club of the Big Bend*

DeCody Fagg stated that the summer program will began June 10<sup>th</sup>. Mr. Kidd stated that his board had some issues with worker's compensation and clarity, shared cost on utilities and can't afford it at this time.

Commissioner McMillan stated that they just received the agreement and is not prepared to act on it. Mr. Kidd stated that they had just received the documents and he stated this is a standard MOU.

Commissioner Harris made a motion to table the Memorandum of Agreement with the Boys and Girls Club of the Big Bend. Commissioner McMillan seconded the motion. The motion carried four to zero.

Denise Hannah of 714 South 9<sup>th</sup> Street came before the Commission regarding item 4 (Memorandum of Agreement with the Boys and Girls Club of the Big Bend); Who is going to provide janitorial services, compensation, operating hours shorter in summer.

DeCody Fagg thanked the everyone for coming out and supporting them for a great Easter weekend he stated everything was great. Commissioner Harris thanked the Recreation Staff for a job well done and the staff did a wonderful job and keep up the good work. The Kickball was great.

#### *Special Use Permission to Locate Daycare at 359 East Jefferson Street*

Commissioner Harris made a motion to approve the Special Use Request to locate a daycare at 359 East Jefferson Street. Commissioner Gay seconded the motion. The motion carried four to zero.

#### **Partnership with Gadsden County School District**

Police Chief Sapp reported that this is an item to provide security to the schools located within the corporate limits of the City. The Officers would provide these services on their days off with an eight-hour shift. He stated this agreement would end May 31<sup>st</sup> 2019. Commissioner Gay stated that this is a good cooperation issue for both parties and to foster a relationship as community policing.

Commissioner Harris made a motion to approve the Partnership with the Gadsden County School District with the following amendments: strike the City of Quincy as to indemnification

and hold harmless, delete 8.3 the City of Quincy shall list the Board as an additional insured on its insurance policy. Commissioner Gay seconded the motion. The motion carried four to zero.

#### Police March Traffic Report

7 (Police March Traffic Report); Why does King Street have a separate report. Chief Sapp stated that it was requested. Mr. Hannah also requested the same for MLK.

#### *Fire Reports - No comments*

- March Monthly Activity Report
- March district Call
- Quarterly Report

#### *Human Resources Monthly Report – No Comments*

#### *March Financial Reports*

- P-Card Statements – Denise Hanna of 714 South 9th Street came before the Commission regarding item 10 (March Financial Report) Storage fee for Police Department why we can't use the building next door. Chief Sapp stated that the space is limited at their current location and therefore we need a secured location because the records are sensitive.
- Allocations
- Arrearage Report
- Cash Requirements
- Financial Report - Freida Bass-Prieto of 329 East King Street came before the Commission regarding item 10 (March Financial Reports), she stated that the County Fire Agreement pays the City 440,000 instead of 420,000 per year. Electric - the Michael Surcharge we have collected \$152,053 and is not included in the annual budget amount. Utilities have run the same since January. Contractual Services – A few months back a budget amendment was done \$10,000 was placed in Contractual Service line item from the Recreation Budget but the deductions never took place from the Recreation line item. Two positions in HR with zero budgeted line item and Customer Service with a zero budget line item. Recovery charges is at 100% items have been spent out of that line item,

#### **Other Items Requested to Be Agendaed by Commission Member(s), the City Manager and Other City Officials**

#### **Comments**



## **City Manager**

Interim City Manager Jack McLean stated that he and his staff has begun preparing for the hurricane season it starts June 1<sup>st</sup>.

Interim City Manager Jack McLean reported that Relay for Life the City's team raise \$5,270.00 and commended staff for a job well done. Relay for Life will be held this Friday April 26, 2019 from 6:00 pm to midnight.

Interim City Manager Jack McLean reported to the Commission that there is no dead tree ordinance. He stated we will continue to remove debris from the side of the streets the community is looking better.

Interim City Manager Jack McLean stated we will begin to have crews to work on the up weekends to cleanup downtown.

Interim City Manager Jack McLean stated that he had spoken with the County Administrator Ms. Jackson in reference to a spring cleanup of their buildings downtown. He stated that she had agreed and they would begin to paint and clean up their buildings.

Interim City Manager Jack McLean stated that he will get with Code Enforcement regarding the Masonic Building and the windows out.

Interim City Manager Jack McLean stated that the County is evaluating their option for EMS/Fire and indicated that this will not affect out budget next year. He stated that he and Fire Chief met with their Chief and will get back with the Commission as to the results.

Interim City Manager Jack McLean reported that he recognizes employees for doing outstand jobs and David Rittman in the IT Department is the employee of the quarter. He has a one-man person and had done a yeoman's job.

**City Clerk** – No Comments

## **City Attorney**

Interim City Attorney Gary Roberts reported that Commissioner McMillan asked for a legal opinion regarding the verbiage on intent. He stated that he reviewed several Attorney General opinions and case law. The AG stated that the minutes may be circulated for corrections and studied prior to adoption he said what is corrections and presented case law from a 1970 decision. He stated that the Commission does have the power to go back to make sure that his or her intent is reflected in the minutes. Commissioner McMillan requested a legal opinion.

## **Commission Members**

Commissioner McMillan stated he had requested the SEPA report several times. Mr. McLean stated that there is no sunset provision. Commissioner McMillan requested it in writing. Mr. McLean stated it changes or fluctuates from month to month it is based on usage.

Commissioner McMillan stated that at the corner of 9<sup>th</sup> and Myrtle Avenue a house has a tree in the roof and requested Code Enforcement look into the matter. Mr. McLean stated that no one lives in the house and there is no immediate threat. Commissioner McMillan stated he is requesting that the code enforcement process to begin for whom ever owns the house to bring it into compliance.

Commissioner McMillan stated he requested a decision regarding the fire tower from the County Manager as to the item being this year budget. Mr. McLean stated that he had spoken with the County Manager and he did receive the information and will forward it to him.

Commissioner Harris stated he wanted to talk with the Manager regarding a customer friendly request following an event.

Commissioner Harris asked the Manager to do a ride along with him in District III regarding some cleanup issues.

Commissioner Harris stated it was a pleasure to serve with Commissioner Gay he has been an inspiration to him and he has been a major impact in the City of Quincy. He stated that it is his goal to do half of a job as Commissioner Gay has done for the City.

Commissioner Gay introduced Maranda Foskey as the new Executive Main Street Director.

Commissioner Gay introduced and thanked his wife Kim Gay as his number one supporter while serving as Commissioner.

Commissioner Gay thanked the people of District IV for their support for the past 15 years and allowing him to serve them and to do what is best and they have done positive things to move the City forward.

Interim City Manager Jack McLean told Commissioner Gay that it has been an honor to have served under him. He is evenhanded, steady, and firm and that he is a fair man and is ranked among the top.

Mayor Pro-Tem Dowdell stated sometimes it has been hard and sometimes it has been good and he has gained a lot of respect while serving with Commissioner Gay. He stated that Commissioner Gay is the example that he wants to emulate and thanked Commissioner Gay and said he was a good man.

Mayor Pro-Tem Dowdell stated that Parks and Recreation did a fabulous job on Sunday. He stated Shawanna and DeCody you have set a precedent it was wonderful to see adults to come together and enjoy themselves.

Mayor Pro-Tem Dowdell asked the Manager to setup the midyear budget workshop.

Mayor Pro-Tem Dowdell thanked Jeff Williams for coming to give us a hand.

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

APPROVED:

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Keith A. Dowdell Mayor and Presiding  
Officer of the City Commission and  
City of Quincy, Florida

ATTEST:

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

CITY COMMISSION  
SUPERVISOR OF ELECTIONS  
QUINCY, FLORIDA

CANVASSING BOARD MEETING  
APRIL 30, 2019  
6:00 P.M.

The Quincy City Commission met in special session at the Gadsden County Supervisor of Elections Office in Quincy, Florida on Tuesday, April 30, 2019 at 6:00 P.M. and the following were present:

Commissioner Keith A. Dowdell  
Commissioner Ronte Harris  
City Attorney Gary Roberts  
City Clerk Sylvia Hicks

The following were also present:

Gadsden County Supervisor of Elections, Shirley G. Knight  
Gadsden County Deputy Supervisor of Elections, Antonio Shaw  
Gadsden County Chief Deputy Supervisor of Elections, Bridgett Bradwell  
Gadsden County Assistant Supervisor of Elections, Kenya Williams  
Gadsden County Deputy Supervisor of Elections, Myrna Portillo  
Gadsden County Supervisor of Elections Office Support Gerald Tucker

Commissioner Dowdell was nominated as Presiding Officer/Chairperson.

Supervisor of Elections presented to the Canvassing Board 240 absentee ballots.

	District IV	Absentee	Poll	Total
Freida Bass-Prieto		81	157	238
Regina Davis		17	19	36
Joanette "JT" Thomas		142	36	178
	Total	240	212	452

Total votes cast were 452 in District IV and Freida Bass-Prieto was declared elected to a 3-year term to the City Commission representing Voter District IV.

There being no further business the meeting was adjourned.

APPROVED:

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Keith A. Dowdell, Mayor and Presiding  
Officer of the City Commission and of  
City of Quincy, Florida

ATTEST:

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

CITY COMMISSION  
CITY HALL  
QUINCY, FLORIDA

REORGANIZATION MEETING  
MAY 2, 2019  
5:00 P.M.

Pursuant to Section 2.09 of the City Charter the Commission met in the Quincy City Commission Chambers, City Hall Thursday, May 2, 2019 at 5:00 P.M. for the purpose of reorganizing for the ensuing year. The following were present:

Commissioner Daniel McMillan  
Commissioner Ronte R. Harris  
Commissioner Keith A. Dowdell  
Commissioner Elect Angela G. Sapp  
Commissioner Elect Freida Bass-Prieto

Also Present:

Interim City Manager Jack L. McLean Jr.  
Interim City Attorney, Gary Roberts  
City Clerk Sylvia Hicks  
Building & Planning Director Bernard Piawah  
Utilities Director Robin Ryals  
City Managers Executive Assistant Vancheria Perkins

Mayor Sapp called the meeting to order.

City Clerk Sylvia Hicks swore in Commissioner Elect Angela G. Sapp, representing District II and Commissioner Elect Freida Bass-Prieto, representing District IV.

Commissioner Sapp made a motion to appoint Gary Roberts as Temporary Chair. Commissioner Harris seconded the motion. The motion carried five to zero.

Interim City Attorney Roberts opened the floor for nomination for Mayor. Commissioner Sapp nominated Commissioner Dowdell. Commissioner McMillan seconded the nomination. The nomination was closed on the one said name. The Temporary Chair called for a vote for Commissioner Dowdell as Mayor. The ayes were Commissioners McMillan, Harris, Sapp, Bass-Prieto and Dowdell. The ayes were five to zero and Commissioner Dowdell was elected Mayor.

Mayor Dowdell opened the floor for nomination for Mayor Pro-Tem. Commissioner Sapp nominated Commissioner Harris. Commissioner Dowdell seconded the nomination. The nomination was closed on the one said name. Mayor Dowdell called for a vote for Commissioner Harris as Mayor Pro-Tem. The ayes were Commissioners McMillan, Harris, Sapp, Bass-Prieto and Dowdell. The ayes were five to zero and Commissioner Harris was elected as Mayor Pro-Tem.

Commissioner Bass-Prieto thanked the citizens of District IV for their support and thanked everyone that helped her on her campaign. She stated that she will work tirelessly for the City of Quincy and hope that she could make a difference and that the people that supported her will come out and join her to make Quincy the best place to live, work, and play.

Mayor Dowdell stated that regardless of their differences in the past and asked that the Commissioners put their differences aside and work together and take care of City business for the betterment of the City of Quincy.

Commissioner McMillan made a motion to adjourn the meeting. Commissioner Bass-Prieto seconded the motion. The motion carried five to zero.

APPROVED:

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Keith A. Dowdell, Mayor and Presiding  
Office of the City Commission and  
City of Quincy, Florida

ATTEST:

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



**PROCLAMATION REGARDING  
POPPY WEEK  
May 20, 2019 – May 27, 2019**

WHEREAS, as movement was instituted some years ago to adopt the poppy as the memorial flower of the American Legion throughout the nation; and,

WHEREAS, out of this should come some symbol to perpetually remind us of, and to teach coming generations, the value of the "Light of Liberty" and our debt to those who helped save it for us by paying the supreme sacrifice, and that we may not forget that in "Flanders Fields the poppies blow, between the crosses row on row"; and,

WHEREAS, contributions from the distribution of poppies are used solely for rehabilitation of veterans and their families;

NOW THEREFORE, I Keith A. Dowdell, Mayor of the City of Quincy, Florida at the request of the Poppy President Shirley Crawford of the American Legion Auxiliary Unit 217, do hereby proclaim the week of May 20<sup>th</sup> thru May 27<sup>th</sup>, 2019 as Poppy week for 2019 in the City of Quincy, and I do further hereby proclaim May 25<sup>th</sup> as National Poppy Day and poppy distribution days for the distribution of poppies May 24<sup>th</sup> and 25<sup>th</sup>.

Dated this 14th day of May, A.D. 2019

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Keith A. Dowdell, Mayor  
Presiding Officer of the City  
Commission of the City of Quincy, Florida

ATTEST:

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



**CITY OF QUINCY  
CITY COMMISSION  
AGENDA REPORT**

Date of Meeting: May 14, 2019

Date Submitted: April 19, 2019

To: Honorable Mayor and Members of the City Commission

From: Jack L. McLean, Jr., Interim City Manager  
Gary Roberts, Interim City Attorney

Subject: Ordinance 1105-2019 – Commissioners’ Compensation  
Election and Retirement Benefits on First Reading

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**STATEMENT OF ISSUE:**

The Mayor and Commissioners currently receive certain benefits as employees of the City of Quincy. Among these benefits are compensation, participation in the City Employee Retirement Savings Plan, and eligibility for the City health insurance program. We have been asked to investigate options for amendment to the Code of Ordinances to allow commissioners the option of relinquishing all or part of their compensation and retirement plan benefits. Commissioner participation in the City health insurance program is already optional and is not included in this report.

**DISCUSSION:**

**Compensation:** Under Code of Ordinances Sec. 2-61, as amended by Ordinance No. 1085-2016, commissioner compensation is set on an annual basis as part of the budget process. In the City Budget for FY 2018/2019 annual compensation is currently set at \$16,167 for Commissioners and \$17,467 for the Mayor. Sec. 2-61 is being amended to provide that a commissioner may voluntarily elect to reduce or eliminate their compensation. Such elections would be written and submitted no later than the preceding August 31 as part of preparation of the budget to which such election pertains, and be binding for that entire fiscal year.

**Retirement Plan Benefits:** The contents of the City’s Employee Retirement Savings Plan (Retirement Plan) must be compliant with the federal Internal Revenue Code (IRC) in order to preserve the tax deferred status of employee retirement accounts. The IRC only allows an election to participate if the election occurs at the time the employee first becomes eligible to participate in any government retirement plan and is irrevocable and permanent for all current and future employment with that governmental entity.

Recognizing the above limitation, the City Retirement Plan is being amended to allow commissioners to elect at the time of initial employment not to receive retirement benefits. Such an amendment could not apply to any of the current elected Commissioners or any future commissioner who previously worked for the City and participated in the retirement plan for general employees or for police officers and firefighters, as their time of initial eligibility has (or will have) already passed. In addition, such election not to participate would continue to apply in the instance of subsequent employment by the City after leaving the Commission. If a Commissioner ever becomes a City police officer or firefighter, this federal restriction could conflict with State requirements applicable to the City's retirement plan for its police officers and firefighters, so further legal analysis should be conducted before implementing this option.

Finally, as Retirement Plan contributions are based on rates of compensation, allowing a Commissioner to reduce or eliminate compensation, as discussed above, will automatically reduce or eliminate Retirement Plan Benefits. Such an amendment to allow a reduction or elimination in compensation would effect a proportionate reduction in retirement benefits without the necessity of amending the Retirement Plan. The published amendment, Ordinance 1105-2019, provides for Commissioners' compensation election and retirement benefits for Commissioners.

**OPTIONS:**

- Option 1. Motion to approve Ordinance 1105-2019 regarding Commissioners' Compensation Election and Retirement Benefits on First Reading.
- Option 2. Motion to not approve Ordinance 1105-2019 regarding Commissioners' Compensation Election and on First Reading.

**STAFF RECOMMENDATION:**

Option 1

**ATTACHMENT:**

- Proposed Ordinance 1105-2019 - Commissioners' Compensation Election and Retirement Benefits

**ORDINANCE NO. 1105-2019**

**AN ORDINANCE OF THE CITY OF QUINCY, FLORIDA, RELATING TO COMPENSATION OF THE MAYOR AND COMMISSIONERS; AMENDING CODE OF ORDINANCES SEC. 2-61 TO PROVIDE THAT THE MAYOR AND COMMISSIONERS MAY EACH INDIVIDUALLY ELECT TO REDUCE OR ELIMINATE THEIR COMPENSATION FOR THE NEXT BUDGET YEAR; AMENDING SECTION 54.91(c), DELETING PROVISION EXCLUDING FOR THE ALLOCATION OF CONTRIBUTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR COPY ON FILE; AND PROVIDING FOR AN EFFECTIVE DATE.**

SECTION 1. Findings.

WHEREAS, the City Commission adopts an annual budget ordinance that, among other things, establishes the compensation to the Mayor and City Commissioners for their service provided to the City; and

WHEREAS, City Code of Ordinances Sec. 2-61 provides that such compensation shall be as approved and adopted in the annual budget ordinance, with an additional \$100.00 per month paid to the Mayor; and

WHEREAS, the City Commission desires to provide the Mayor and each Commissioner with the option of electing to reduce or eliminate their compensation for the upcoming budget year, as long as such election is made not later than August 31 and is binding for the entire budget year; and

WHEREAS, the City Commission is to participate in the City's allocation of the benefits allocated of all participants; and

WHEREAS, the City Commission hereby determines that this ordinance is in the best interest of the public health, safety and welfare.

NOW THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF QUINCY, FLORIDA, AS FOLLOWS:

SECTION 2. Amendment of Code of Ordinances Section 2-61. Code of Ordinances, Article II – City Commission, Division 2 - Rules of Order and Procedure, Sec. 2-61 – Compensation and expenses, is hereby amended as follows:

Sec. 2-61. - Compensation and expenses.

- (a) Members of the city commission shall receive as compensation for their services such monthly sum as may be approved and adopted by the commission as part of the annual budget ordinance, which shall include an additional \$100.00 per month for the mayor. Any commissioner may each individually elect to reduce or eliminate their compensation for the upcoming budget year. Such elections shall be in writing and shall be submitted no later than August 31 preceding the budget year as to which such election pertains. Such election shall be binding for the entire budget year. Thereafter, any commissioner making such an election shall receive only that compensation consistent with such election.

(b) (No change).

SECTION 3. Amendment of Code of Ordinances.

Section 54-91(c) of Article IV, the Retirement Saving Plan is hereby amended to read as follows:

As of the last date of each plan year, the City contribution for such plan year shall be allocated to the benefits accounts of all participants who, for such plan year were

- (i) actively employed as a full-time employee by the City on the last day of such plan year or
- (ii) were full-time employees and terminated employment during such plan year due to normal retirement. ~~and were not City Commissioners.~~
- (iii) City Commissioners benefit allocation shall begin on October 1, 2018.

SECTION 4. Severability.

If any portion of this ordinance is deemed by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then the remaining provisions and portions shall remain in full force and effect.

SECTION 5. Copy on File.

A certified copy of this Ordinance shall be filed with the City Clerk of the City of Quincy.

SECTION 6. Effective Date.

This Ordinance shall take effect upon passage.

INTRODUCED on first reading in open session of the City Commission of the City of Quincy, Florida, on this \_\_\_\_ day of \_\_\_\_\_, 2019.

PASSED on second and final reading in open session of the City Commission of the City of Quincy, Florida, on this \_\_\_\_ day of \_\_\_\_\_, 2019.

APPROVED:

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Angela G. Sapp, Mayor  
Presiding Officer of the City Commission and  
The City of Quincy, Florida

ATTEST:

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

**City of Quincy  
City Commission  
Agenda Request**

Date of Meeting: May 14, 2019  
Date Submitted: May 10, 2019  
To: Honorable Mayor and Members of the City Commission  
From: Jack L. McLean Jr., City Manager  
Glenn H. Sapp, Police Chief  
Subject: Renewal of the Contract between the City of Quincy and  
The Police Benevolent Association (PBA)

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**Statement of Issue:**

The Collective Bargaining Agreement between the City of Quincy and The Police Benevolent Association expired September 30, 2018. Prior to this agreement expiring The City of Quincy Management Negotiation Team and the PBA Negotiation Team began negotiating a new agreement in September of 2018.

**Background:**

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

**Conclusion:**

The new Contract implements a “3 Year Step Pay Plan” for all collective bargaining unit members over the next three years only. Every member would receive at least a 3.5% increase as they are placed on the new step plan. Some Sergeants and Lieutenants would receive a “bonus check” to make a 3.5% increase the first year. In year 2 and 3 of this contract all bargaining unit members would receive a 2.5% increase. Quincy Police Officers, via their union procedures, have voted and agreed to these terms for wages. (The union initially rejected these contract terms)

**Options:**

Option 1: Motion to approve the new Contract between the City of Quincy and The Big Bend Chapter of the Florida Police Benevolent Association.

Option 2: Motion not to approve the new Contract between the City of Quincy and The Big Bend Chapter of the Florida Police Benevolent Association.

**Staff Recommendation:**

Option 1

**Collective Bargaining Agreement**

**between the**

**City of Quincy**

**A Municipality of the State of Florida**

**and the**

**Big Bend Police Benevolent Association**

**A Chapter of the Florida Police**

**Benevolent Association, inc.**

**October 1, 2018 - September 30, 2021**

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## **PREAMBLE**

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

## **ARTICLE 1** **RECOGNITION**

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

*Police Officer*  
*Police Investigator*  
*Police Sergeant*  
*Police Lieutenant*

## **ARTICLE 2** **NON-DISCRIMINATION**

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

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

## **ARTICLE 3** **NO STRIKES**

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

**Section 2.** “Strike” means the concerted failure of employees to report for duty; the concerted absence of employees from their positions; the concerted stoppage of work by employees; the concerted submission of resignations by employees; the concerted abstinence, in whole or in part, by any group of employees from the full and faithful performance of the duties of employment with the City for the purpose of inducing, influencing, condoning, or coercing a change in the terms and conditions of employment or the rights, privileges, or obligations of public employment, or participating in a deliberate and concerted course of conduct which adversely affects the services of the City; the concerted failure of employees to report for work after the expiration of this Agreement; and picketing in furtherance of a work stoppage. The term “strike” also means any overt preparation including, but not limited to, the establishment of strike funds with regard to the above-listed activities.

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

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

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

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

#### **ARTICLE 4**

### **MANAGEMENT RIGHTS**

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

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

- A.** to determine unilaterally the purpose and scope of each of its constituent agencies;
- B.** to set standards of service to be offered to the public;
- C.** to exercise complete control and discretion over its organization and operations, including the right to subcontract;
- D.** to direct the employees, including assigning work, assigning overtime and determining the amount of overtime required, and assigning the time and number of work hours;
- E.** to hire, transfer, classify, promote, examine, train, assign, and schedule employees;

- F.** to take disciplinary action including suspension, demotion, discharge, or other disciplinary action for just cause;
- G.** to increase, reduce, change, modify or alter the composition and size of the workforce, including the right to relieve employees from duties because of lack of work or funds, or other reasons;
- H.** to determine the location, methods, means, and personnel by which operations are to be conducted;
- I.** to determine the basis for selection, retention, and promotion of employees;
- J.** to establish, modify, combine, or abolish job pay positions or classifications;
- K.** to determine the type of equipment used in the sequence of work processes;
- L.** to make technological alterations by revising either processes or equipment, or both;
- M.** to determine the standards and the quality and quantity of work to be produced;
- N.** to establish, expand, transfer and/or consolidate work and activities;
- O.** to establish, implement and maintain an effective internal security program;
- P.** to terminate or eliminate all or any part of its work or facilities; and
- Q.** to approve or disapprove time off from work or leave without pay.

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

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

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

## **ARTICLE 5**

### **MEMBERSHIP DUES DEDUCTIONS**

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

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

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

Name: SS#:  
Address:  
Signature: Date:

**Section 4.** Following receipt of a written and signed authorization from an employee, the City will deduct dues from the employee's paychecks in accordance with the schedule set forth in Section 5 of this Article. In the event the City has fewer than seven (7) days between receipt of the authorization and the next pay period in which dues are to be deducted, the City will begin the dues deductions the month following receipt of the authorization.

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

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

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

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

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

**INSTRUCTION TO STOP PAYCHECK DEDUCTION OF PBA DUES:**

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

Name: SS#:  
Address:  
Signature: Date:

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

**ARTICLE 6**  
**P.B.A. REPRESENTATION**

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

**Section 2.** A P.B.A. staff representative, the City Manager, the Chief, and appropriate employees may meet to discuss matters relating to the administration of this Agreement which affect employees upon the request of a designated P.B.A. staff representative, the City Manager, or the Chief. It is understood that these meetings shall not be used for negotiating purposes.

**ARTICLE 7**  
**BULLETIN BOARDS**

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

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

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

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

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

**ARTICLE 8**  
**GRIEVANCE PROCEDURE**

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

**Section 2. Definitions**

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

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

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

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

**STEP 1:**

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

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

**STEP 2:**

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

**STEP 3:**

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

**Section 4. Arbitration**

- A.** If the grievance has not been satisfactorily resolved at Step 3, the employee or P.B.A., on behalf of the employee, may, within ten (10) days of receipt of the written response by the City Manager, submit a written request for arbitration to the City Manager. Within seven (7) days after the City Manager has received the request to arbitrate, P.B.A. and the City Manager shall submit a joint written request to the Director of the Federal Mediation and Conciliation Service for a list of names of five (5) professional arbitrators. Within seven (7) days after receipt of the list the City Manager or his designee and a P.B.A. representative shall meet to alternately cross out names on the list. The remaining name shall be the arbitrator. A coin shall be tossed to determine who shall cross out the first name. The parties shall jointly notify the arbitrator of his or her selection. Either party may object to all names on the list, provided the objection is made prior to the commencement of the striking process. If this happens, another joint request shall be made to the Director of the Federal Mediation and Conciliation Service for another list.
- B.** The arbitration shall be conducted under the rules set forth in this Agreement.
- C.** The date, time and place of the hearing shall be established by consultation between the arbitrator, the P.B.A. and the City.
- D.** The arbitrator shall have no authority to modify, amend, add to, subtract from, change, or otherwise alter or supplement this Agreement or any part hereof or any amendment hereto. The arbitrator shall have no authority to consider or rule upon any matter, which is not a grievance as defined in this Agreement. The arbitrator may not issue declaratory or advisory opinions and shall confine himself or herself exclusively to the question which is presented, which questions must be in writing, actual and existing.



The arbitrator shall have jurisdiction and authority to decide whether the imposed disciplinary action covered by the terms of this Agreement was for cause. Where there is an issue regarding arbitrability, it is understood that the issue will be resolved separate and apart from the merits of the grievance. A new and different arbitrator may be selected by the parties to hear the merits of the grievance should the matter be found to be 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 employee's social security number, payroll number, driver's license, or other comparable identifying number. Each employee shall have an equal chance of being tested under the selection process used, and may be tested more than once, depending on the frequency that he is randomly selected.

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

**ARTICLE 12**  
**TRAINING PROGRAMS**

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

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

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

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

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

**ARTICLE 13**  
**HOLIDAYS**

**Section 1.** The following holidays shall be observed:

New Year's Day  
Martin Luther King, Jr. Day  
Memorial Day  
Independence Day  
Labor Day  
Veterans 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 by January 30 of the calendar year, to be taken at the employee’s discretion with approval. Holidays are recognized as “normal” work hours as duration of leave. Employees are encouraged to use their accrued holidays; however, a maximum of five (5) days accrued will be allowed to carry over to the next calendar year. Holidays will not have any cash or sell-back value unless provided for in the employee handbook. Employees have the option to receive time worked premium pay at their regular rate for observed holidays or accrue time worked holiday leave.

**ARTICLE 14**  
**PERSONAL LEAVE**

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

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

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

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

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

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

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

**ARTICLE 15**  
**SICK LEAVE**

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

Definitions under the Family Leave policy are as follows:

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



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

The City requires employees to use any accrued sick leave before taking unpaid leave. Medical benefits under the City's group medical plan will continue through the duration of the Family Leave. In the event the employee has dependent coverage through the group medical plan, the employee is responsible to make timely payment 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 percent (100%) of individual coverage for the employee and fifty percent (50%) for dependent coverage. However, if the premium for dependent coverage increases by more than fifteen percent (15%) of the current cost, this Article shall be subject to immediate renegotiation with P.B.A.

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

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

## **ARTICLE 19** **ALLOWANCES**

**Section 1.** The City shall purchase for each employee who does not already own one an approved style gun holster equivalent, **such as Safariland**, 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 assigned to the Criminal Investigation Division will receive a yearly allowance to purchase appropriate civilian clothing in the amount \$400.00.

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

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

## **ARTICLE 20**

### **PROMOTIONS**

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

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

will explain to any applicant not promoted the reasons the applicant was not selected, if he/she requests and explanation.

- E.** Oral boards will be composed of three (3) law enforcement supervisors selected by the Chief and holding the rank of Sergeant or above. Oral board questions will be the same for each applicant, and shall be designated to measure an applicant's fitness for promotion.
- F.** Promotional candidates must submit to a urinalysis test and a psychological exam.

## **ARTICLE 21**

### **POLITICAL ACTIVITIES**

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

**Section 2.** No employee shall:

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

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

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

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

**ARTICLE 22**  
**HOURS OF WORK AND OVERTIME**

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

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

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

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

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

**Section 4. Call back.**

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

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

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

<u>DAY</u>	<u>AMOUNT</u>
Weekday	\$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 that work more than twelve (12) hours will receive overtime and any employee who works less than twelve (12) hours will be charged for the appropriate time.

## **ARTICLE 23** **WAGES**

### **Section 1 Wage Adjustments**

Retroactive to October 1, 2018, the following wage adjustments shall be implemented as described below. Current bargaining unit employees shall have their salaries adjusted as set forth on Appendix C, which is incorporated herein by reference.

1. The minimum starting salary for a certified police officer of the City shall be \$ 33,758.40 with an hourly rate of \$16.23. The annual salary of a police officer working 2080 hours shall be a minimum of \$33,758.40. The annual salary of a police officer working 2184 hours shall be a minimum of \$35,446.
2. The salary adjustment for each officer would be a minimum of 3.5% increase. Some Sergeants and Lieutenants will receive a “bonus check” to make a 3.5% increase. In year 2 and 3 of the contract, officers would receive a 2.5% increase.

The City agrees to implement a “Step Pay Plan” for years 2 and 3 of this contract which shall increase salaries by 2.5%. This “Step Pay Plan” shall end at the end of this contract and must be renegotiated again.

**Section 2      Salary Bonus**

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

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

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

**Section 3.      Fiscal Year 2019 -2020 and 2020-2021**

Unless otherwise mutually agreed by the City and P.B.A., the wage rates and annual salary adjustments for fiscal year 2019 – 2020 and 2020-2021 shall be equal to an annual percentage salary adjustment of 2.5% per the “Step Pay Plan”.

**Section 4.      Direct Deposit**

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

**Section 5.** 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 6.** 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.

## **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 annually at twelve percent (12%) of the covered payroll.

**Section 3.** The following are the minimum retirement ages:

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

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

## **ARTICLE 29**

### **CONSULTATION**

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

## **ARTICLE 30**

### **RESIDENCY REQUIREMENTS**

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

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

## **ARTICLE 31**

### **NEGOTIATIONS**

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

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

**ARTICLE 32**  
**DEATH BENEFIT**

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

**ARTICLE 33**  
**TERM of AGREEMENT**

This Agreement with the exception of Article 23 Wages, shall be retroactive to October 1, 2018 and shall continue in place until September 30, 2021. It shall not be subject to renegotiation during its term except with the mutual agreement of the City and PBA.

**APPENDIX A**  
**GRIEVANCE FACT SHEET**

Employee \_\_\_\_\_

Department \_\_\_\_\_

Badge # \_\_\_\_\_ Shift \_\_\_\_\_

Date \_\_\_\_\_ of \_\_\_\_\_

Grievance \_\_\_\_\_

Contract \_\_\_\_\_ Clause \_\_\_\_\_ involved \_\_\_\_\_

Other \_\_\_\_\_

Supervisor \_\_\_\_\_

Involved \_\_\_\_\_

\_\_\_\_\_

Witnesses \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**STATEMENT OF FACTS:**

(1) Employee's Version:

Member's \_\_\_\_\_ Signature \_\_\_\_\_

Date \_\_\_\_\_

(2) Grievance Representative's Investigation:

Settlement Desires:

Make three copies

Grievance \_\_\_\_\_ Representative \_\_\_\_\_

Date \_\_\_\_\_

**APPENDIX B**  
**PHYSICAL FITNESS GUIDELINES**

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

**APPENDIX C**  
**City of Quincy Police Department**  
**Salary Adjustment per Article 23 – Wages**  
**Fiscal Year 2018-2019**

Every officer would get at least a 3.5% as they are placed on the new step plan.  
Some sergeants and lieutenants would receive a “bonus check” to make a 3.5% increase.  
In year 2 and 3 of this contract officers would receive a 2.5% increase per the “Step Pay Plan”.

Employee #	JOB TITLE	Current	FY 2019	%	Lump Sum
600	LIEUTENANT	26.2390	26.88	2.4%	611.52
3.50%					
358	LIEUTENANT	25.5211	26.22	2.7%	414.96
3.50%					
899	LIEUTENANT	22.5559	23.18	2.8%	371.28
3.50%					
1007	SERGEANT	18.3631	19.28	4.9%	
951	SERGEANT	18.9041	19.74	4.4%	
792	SERGEANT	19.6325	20.23	3.0%	196.56
3.50%					
859	SERGEANT	19.7156	20.23	2.6%	393.12
3.50%					
1593	POLICE OFFICER	15.6200	16.23	3.9%	
1592	POLICE OFFICER	15.6200	16.23	3.9%	
1599	POLICE OFFICER	15.6200	16.23	3.9%	
1594	POLICE OFFICER	15.6200	16.23	3.9%	
1584	POLICE OFFICER	15.6250	16.23	3.9%	
1629	POLICE OFFICER	15.6250	16.23	3.9%	
1630	POLICE OFFICER	15.6250	16.23	3.9%	
1539	POLICE OFFICER	15.9375	16.64	4.4%	
1549	POLICE OFFICER	15.9375	16.84	4.4%	
1492	DETECTIVES AND INV	16.2563	17.06	4.9%	
1459	POLICE OFFICER	16.2563	17.06	4.9%	
1274	DETECTIVES AND INV	16.4030	17.06	4.0%	
1212	POLICE OFFICER	16.7276	17.49	4.6%	
1639	POLICE OFFICER*	16.23	16.23		
1640	POLICE OFFICER*	16.23	16.23		
1641	POLICE OFFICER*	16.23	16.23		
1644	POLICE OFFICER*	16.23	16.23		

\* Denotes new employees hired after 10/1/2018 at new pay rate.

**Schedule of Pay Ranges  
Law Enforcement Unit  
Fiscal Year 2018-2020**

<b>Rank</b>	<b>Minimum</b>	<b>Maximum</b>
Police Officer	\$33,758.40	\$49,615.00
Sergeant	\$40,060.80	\$53,912.00
Lieutenant	\$44,782.40	\$63,576.00

**Quincy Police Department  
Step Pay Plan (2.5%)**

<b>Officer</b>	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Hourly rate	16.23	16.64	17.06	17.49	17.93	18.38	18.84				
<b>Sergeant</b>											
Hourly rate	19.26	19.74	20.23	20.74	21.26	21.79	22.33				
<b>Lieutenant</b>											
Hourly rate	21.53	22.06	22.61	23.18	23.76	24.35	24.96	25.58	26.22	26.88	27.55

**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**

\_\_\_\_\_  
Angela G. Sapp – Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jack L. McLean, Jr – Interim City Manager

\_\_\_\_\_  
Date

**ATTEST:**

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

**EXECUTED** this \_\_\_\_ day of \_\_\_\_\_, 2019

Approved as to Form

\_\_\_\_\_  
**City Attorney**

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

\_\_\_\_\_  
Harold Barber – Unit Representative

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Stephanie Dobson Webster, General Counsel

\_\_\_\_\_  
Date

**CITY OF QUINCY  
CITY COMMISSION  
AGENDA REQUEST**

**MEETING DATE:** May 14, 2019

**DATE OF REQUEST:** May 9, 2019

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

**FROM:** Jack L. McLean Jr., City Manager  
DeCody Fagg, Parks and Recreation Director

**SUBJECT:** After School and Summer Camp Programs

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**Statement of Issue:**

Quincy Parks and Recreation Department Management and Staff would like to partner with the Boys and Girls Club of the Big Bend for an After-School Program and a Summer Camp Program. The Memorandum of Understanding (MOU) has been submitted as requested in the previous City Commissioners Meeting on April 9, 2019.

**Background:**

The Boys and Girls Club of the Big Bend has been serving the youth of Quincy for nearly 5 years. Over the period of time, the organization has been housed at Carter Parramore Academy and Crossroad Academy (currently location). In efforts to service more youth in areas that need them the most, Boys and Girls Club would like to establish a long term partnership with the City of Quincy Parks and Recreation Department.

**Recommendation:**

- Option 1: Approve the After-School and Summer Camp Programs.
- Option 2: Do not approve the After-School and Summer Camp Programs.



**Staff Recommendation:**

Option 1:

**Attachment:**

- \* Memorandum of Understanding – Partnership between the Boys and Girls Club of the Big Bend and the City of Quincy Parks and Recreation

## MEMORANDUM OF AGREEMENT

Between

**CITY OF QUINCY PARKS AND RECREATION**

And

**BOYS & GIRLS CLUB OF THE BIG BEND, INC.**

This Agreement is entered into the 10<sup>th</sup> day of June 2019, by and between the City of Quincy Parks and Recreation (“CQPR”), and the Boys & Girls Club of the Big Bend, Inc. (“BGCB”). CQPR and BGCB shall collectively be referred to as the “Parties.”

### Purpose

CQPR and BGCB are committed to implementing comprehensive after-school program that provide meaningful academic and extra-curricular activities, and extended learning opportunities for children of the City of Quincy, and their families, at the CQPR site located at 122 N Graves Street Quincy, FL 32351. The Parties recognize the necessity for continual collaboration among local partners for the development, implementation and continuous program improvement of dynamic after-school educational opportunities for the youth and their families in the City of Quincy.

### BGCB Responsibilities

Hereby pledges to collaborate with CPQR to provide the following:

- An outcome-driven after school program aligned with the standards set forth by Boys & Girls Clubs of America.
- One Area Director for overall supervision and management of the program
- Appropriate staff (activity leaders) to maintain the required ratio of 1:15. Training of BGCB staff on appropriate dress and compliance with BGCB policies concerning staff care, supervision and treatment of students. The responsibility for the supervision and safety of students participating in this program shall rest solely with BGCB.
- Student training on internet safety and computer lab policies.
- To assume the financial responsibility for the daily operations of the after school and summer program at CQPR. This includes the responsibilities for all wages and benefits of staff as well as reasonable and approved purchase of budgeted supplies and equipment required to operate the program in an efficient manner.
- Ensuring that staff comply with BGCB and CQPR policies and procedures.

- To obtain written permission and consent in accordance with BGCBB policies and expectations from the parents/guardians for youth to participate in the after school and summer program. The Site Director will maintain a copy of said consent at the site.
- To provide afterschool services at a cost of \$10.00 per year registration fee, and summer services at cost of \$20.00 per week, per participant. Operating Hours will Monday through Friday from 3:00 pm to 6:00 during the school year and from 8:00 am to 6:00 pm during the summer.
- Replacement or repair, in the event of loss or damage, of CPQR's equipment, materials, supplies, or facilities, due to the use or misuse by BGCBB.
- Utility costs in the amount of \$625/month to help offset the added costs of utilities.

#### CPQR Responsibilities

CPQR hereby pledges to collaborate with BGCBB to provide the following:

- To provide adequate, age/grade appropriate programming space to accommodate a maximum of 90- youth, and to provide usage to at least one computer lab (lab will be provided as soon as one is identified)
- With parental consent, to provide for the release of information for students participating in the BGCBB program. City of Quincy Parks & Recreation furthermore understands that the Boys & Girls Clubs of the Big Bend will share information obtained with the Boys & Girls Club National program databases. Both parties agree that the student information will not be released without written parental/guardian consent.
- Designated point-of-contact for coordination of program activities
- Outside recreational space, if available.
- Space for the location of a storage cabinet to house supplies and materials.

#### Term and Termination

This Agreement shall be effective as of June 10, 2019 and shall remain in effect through May 31, 2022. This Agreement may be modified only with the written consent of both parties. Either party may terminate this Agreement without cause upon thirty (60) days written notice to the other party, except as otherwise provided in this Agreement.

#### Indemnification

In consideration of property and other good valuable consideration, BGCBB and CPQR agree to reciprocally indemnify and save and hold harmless including its officers, employees, agents and representatives, from, and to accept all liability for, any demand, claim, suit, loss, cost, expense or damage which may be asserted, claimed or recovered against or from the organization, its officers, employees, agents or representatives by reason of any accident, illness, sickness, negligence, personal injury or death, or any damage to CPQR property or property of others which arises out of, is incident to, or is in any way related to this Agreement. Each party agrees to reimburse the other for any expenses incurred in defending any such claim, including attorney's fees, costs and payment of any settlement or judgement. Nothing herein shall be deemed to constitute a waiver of sovereign immunity of the part of CPQR to affect, limit or reduce the protection from liability afforded CPQR under Florida law. This provision shall survive termination of this Agreement.

## Insurance

Both Parties shall secure and maintain at all times during the term of this Agreement, professional liability insurance coverage, workers' compensation, and auto liability coverage with a reputable and financially viable insurance carrier, and naming each other as an additional insured on General Liability Policy. Such insurance shall not be cancelable except upon thirty (30) days written notice to both parties. Both parties will provide certificates evidencing such insurance coverage within five (30) days after execution of this Agreement and before commencement of services under this Agreement. Both parties agree to provide notification immediately of any material change in any insurance policy required to maintain by BGCBB hereunder.

## Background Screening Compliance

Both parties shall comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and CPQR policy, and all its personnel who (1) are to be permitted access to CPQR grounds when students are present, or (2) will have direct contact with students, will successfully complete the background screening required by the referenced statutes and policies and meet the standards established by the statutes and policy. This background screening will be conducted in advance of BGCBB or its personnel providing any services pursuant to this Agreement. BGCBB shall bear the cost of acquiring the required background screening. The Parties agree that the failure of BGCBB to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling CPQR to terminate immediately with no further responsibilities or duties to perform under this Agreement.

To the extent permitted by law, CPQR agrees to indemnify and hold harmless BGCBB, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in CPQR's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes. Nothing herein shall be construed as a waiver by CPQR of sovereign immunity or of any rights secured by Section 768.28, Florida Statutes

Compliance with Laws

Each party shall comply with all applicable federal and state laws, codes, rules and regulations (including CQPR policies) in performing its duties, responsibilities and obligations pursuant to this Agreement.

BOYS & GIRLS CLUB  
OF THE BIG BEND, INC.

CITY OF QUINCY  
PARKS & RECREATION

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DATE

DATE

**CITY OF QUINCY  
CITY COMMISSION  
AGENDA REQUEST**

Date of Meeting: May 14, 2019

Date Submitted: May 9, 2019

To: Honorable Mayor and Members of the City Commission

From: Jack L. McLean, Jr., City Manager  
Bernard O. Piawah, Building and Planning Director

Subject: Request for Voluntary Annexation of Crossroad Academy  
On Strong Road, Gadsden County

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**Statement of Issue:**

This is a request for a voluntary annexation into the City of Quincy. Community and Economic Development Organization (CEDO), a not-for-profit organization, who owns Crossroad Academy has requested for the annexation of the school into the City of Quincy. Per Section 171.044, Florida Statutes (FS), “the owner of real property in an unincorporated area of a county which is contiguous to municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality”. The proposed annexation area is compact and contiguous to the City’s eastern boundary on Strong Road and it complies with State Law. The City’s staff is recommending that the City Commission approve the request to annex this property into the City of Quincy.

**Voluntary Annexation Requirement:**

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

**Property Description:**

The subject site for annexation involves a 12.27-acre property (Parcel ID - 3-20-2N-3W-0000-00221-0000), located at 470 Strong Road, on which Crossroad Academy is situated. The school is owned by CEDO. A few years ago CEDO acquired a 9.40-acre parcel within the City and adjacent to the western boundary of the school; thereby, splitting the property owned by CEDO for the development of Crossroad Academy between two jurisdictions: Gadsden and the City of Quincy.

## **Why is the Annexation Necessary?**

Cities grow through annexation in order to stay abreast of the demand for land to support the economic and population growth of the City. The proposed annexation area will expand the City's boundary further to the east and will put this outstanding institution in the Gadsden County into the City's jurisdiction. Furthermore, the property owner wants to avoid the tedious process of trying to obtain permit from two jurisdictions for the same development during the planned expansion of Crossroad Academy into the area that is within the City.

## **Cost/Benefit Analysis:**

The City already provides water, sewer, electricity, fire and police services to his area and no new infrastructure or service demands will be created by the proposed annexation. Furthermore, Crossroad Academy is in the midst of a planned expansion and redevelopment activity; the proposed annexation will enable the City to issue permits for any development activity that occurs on the subject site and collect permit fee which is charged at the rate of \$0.50 per square feet for heated and cooled areas and \$0.05 per square feet for any impervious surface created by the development; which, depending on the size of development, raise some revenues for the City.

## **Conclusion:**

The City's staff believes that the proposed annexation is in the best interest of Quincy as it will put this outstanding and respected institution within the City of Quincy which will enhance the image of the City as the education hub of Gadsden County. In addition, the proposed annexation area, when development will help raise some revenues for the City's coffer. In view of this, the City's staff is asking the City Commission to approve this proposed voluntary annexation in concept and direct City staff to come back with an annexation Ordinance for formal adoption by the City Commission.

## **Options:**

- Option 1: Motion to approve the proposed voluntary annexation in concept and direct staff to initiate the annexation ordinance accordingly.
- Option 2: Do not approve the proposed voluntary annexation.

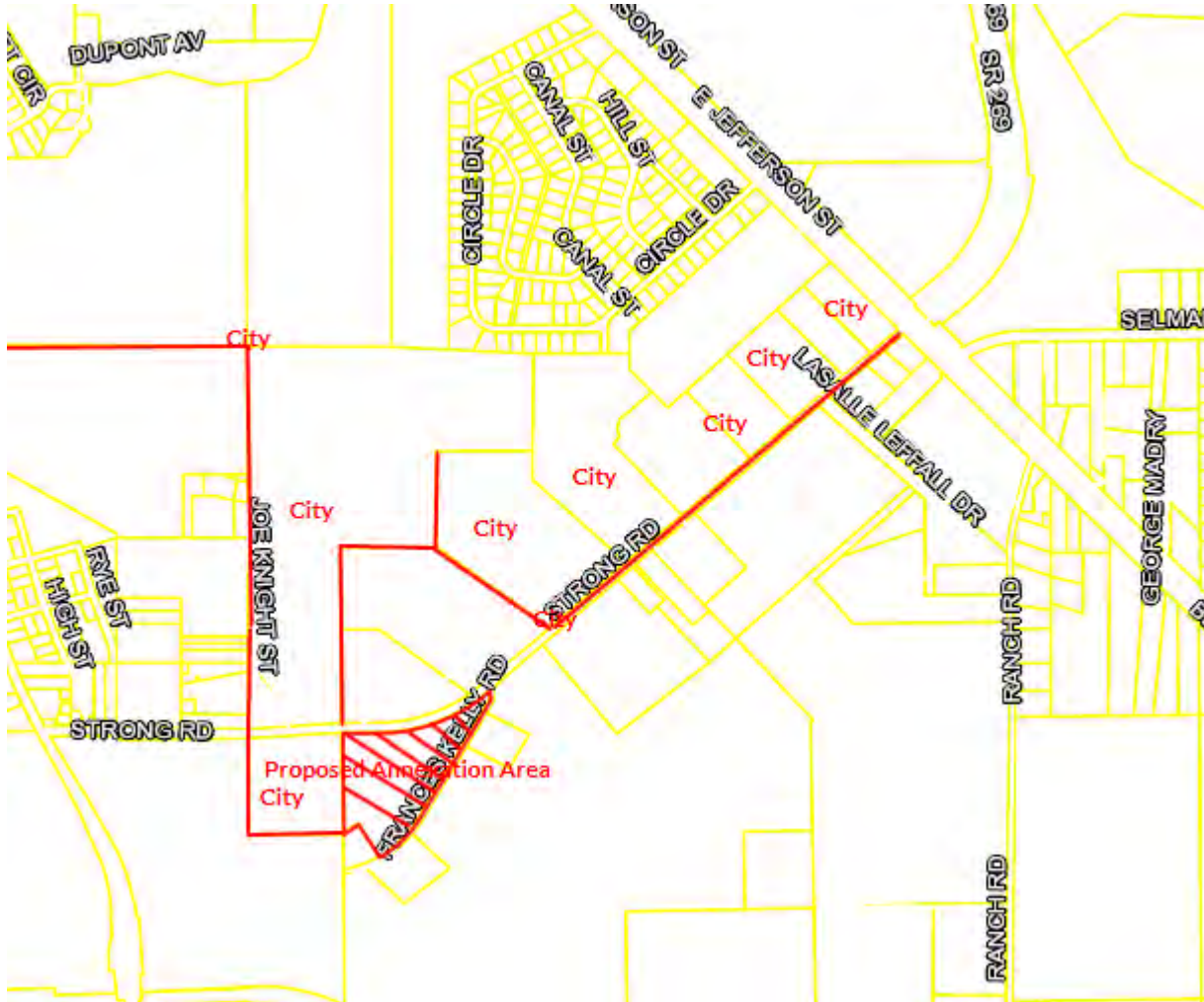
## **Staff Recommendation:**

Option 1

## **Attachment:**

1. Map of Proposed Annexation Area
2. Voluntary Annexation Petition

**PROPOSED ANNEXATION AREA IN HATCH MARKS**





**PETITION FOR VOLUNTARY ANNEXATION**

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

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

Date this 11<sup>th</sup> day of April, A.D. 2019

**PROPERTY OWNER:**

Name: CEDO, 20 East Washington Street, Quincy, Florida

Signature: *Aem Gumm* Executive Director

**WITNESSES:**

1. Name: *Roxanne Johnson*

Signature: *Roxanne Johnson*

2. Name: *Marcia Thompson*

Signature: *Marcia Thompson*

**AS TO PARCEL NUMBER:** 3-18-2N-3W-0000-00300-0100

# EXHIBIT A

## PROPOSED ANNEXATION AREA

**Parcel ID - 3-18-2N-3W-0000-00300-0100**

**Property Location Address: 470 Strong Road, Quincy, Florida**

**Property Owner: CEDO, 20, E. Washington Street, Quincy, Florida**

**Size: 12.27 Acres**



**CITY OF QUINCY  
CITY COMMISSION  
AGENDA REQUEST**

**MEETING DATE:** May 14, 2019

**DATE OF REQUEST:** May 7, 2019

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

**FROM:** Jack L. McLean Jr., City Manager  
Robin Ryals, Utilities Director

**SUBJECT:** Sand and Grit Removal Grant with FDEP to be Performed  
at the WWTP

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**Statement of Issue:**

The information provided herein concerns a proposed grant provided through the Florida Department of Environmental Protection Agency for the removal of accumulated sand and grit in our treatment tanks located on site at our WWTP on G.F. and A. Drive.

**Background Information:**

The Florida Department of Environmental Protection Agency in conjunction with the State of Florida has instituted a Sand and Grit Program which was designed to remove solids which remain in treatment tanks after sewage treatment has been completed. The tanks which are included are the fermentation and anoxic tanks, the nitro 1 tank, and our digester. This is an item which is commonly overlooked due to the cost and causes a reduction volume within the treatment facility as well as reducing the ability to treat the raw sewage.

We were approached by a certified firm, U.S. Submergent, that can perform this removal while leaving the WWTP in full operation. We met and held several meeting with our contractor at the plant, Jacobs Engineering (aka OMI, Inc.), and decided on a project schedule. Based on this, U.S. Submergent supplied us with project cost. We then supplied this information to FDEP for review. We also had to provide contact information for the information. All of which has been provided to you herein.

Based on their review of the proposed project cost and methodology, we have received the grant agreement provided herein for your review and hopeful approval. The grant amount listed in the work schedule is \$172,850 and is 100% grant.

**Recommendation:**

Staff has reviewed this proposal from the Florida Department of Environmental Protection and is in full acceptance. Barring any reservations from Council or the City Commissioners, the Utilities Department would appreciate the approval from the Commission to enter into this agreement with the FDEP to remove the sand and grit from our tanks at the WWTP which will both make our treatment process much more efficient as well as increase the capacity of the plant back to what it was many years ago. To my knowledge, this has never been performed at the WWTP since it was placed into operation.

**Options:**

- 1) Option 1: Motion to authorize the City Manager to sign and enter into this grant agreement with the FDEP for the purpose of removing the sand and grit from our tanks at the WWTP.
- 2) Option 2: Motion to direct staff to bring back answers to any issues that the Commission have with the attached agreement for further discussion.
- 3) Option 3: Provide direction.

**Staff Recommendation:**

Option 1

**Attachments:**

- Contact List of City Staff
- U.S. Submergent Work Cost Proposal
- FDEP Standard Grant Agreement
- Agreement Attachment #2
- Agreement Attachment #3
- Agreement Attachment #4
- Agreement Attachment #5



## AGREEMENT CONTACT INFORMATION

Grantee: (i.e., city of, * county)	<u>The City of Quincy</u>
Project Number:	<u>LP[we will assign]</u>
Project Title:	<u>The City of Quincy WWTP Sand and Grit Project</u>
Award Amount:	<u>\$172,850</u>
Match Amount(if required):	<u>\$172,850</u>
Federal Employer ID Number	<u>85-8012621675C-7</u>

### 1) Authorized Representative (to sign agreement)

Name:	<u>Mr. Jack McLean, Jr.</u>	Phone Number:	<u>850.618.0020</u>		
Title:	<u>Interim City Manager</u>	Fax Number:	<u>850.875.0128</u>		
Employer:	<u>City of Quincy</u>				
Mailing Address (P.O. Box):	<u>404 West Jefferson St.</u>				
City:	<u>Quincy</u>	State:	<u>Fl</u>	Zip:	<u>32351</u>
Street Address for express mail delivery:	_____				
City:	_____	State:	_____	Zip:	_____
E-mail address:	<u><a href="mailto:jmclean@myquincy.net">jmclean@myquincy.net</a></u>				

### 2) Grant Manager

Name:	<u>Robin Ryals</u>	Phone Number:	<u>850.618.1962</u>		
Title:	<u>Director of Utilities</u>	Fax Number:	<u>850.875.7357</u>		
Employer:	<u>City of Quincy</u>				
Mailing Address (P.O. Box):	<u>423 West Washington St.</u>				
City:	<u>Quincy</u>	State:	<u>Fl.</u>	Zip:	<u>32351</u>
E-mail address:	<u><a href="mailto:rryals@myquincy.net">rryals@myquincy.net</a></u>				

### 3) Disbursement Contact Person (who will prepare requests)

Name:	<u>Marvin W. Cox</u>	Phone Number:	<u>850.618.1959</u>		
Title:	<u>Asst. Director of Utilities</u>	Fax Number:	<u>850.875.7357</u>		
Employer:	<u>City of Quincy</u>				
Mailing Address (P.O. Box):	<u>423 West Washington St.</u>				
City:	<u>Quincy</u>	State:	<u>Fl.</u>	Zip:	<u>32351</u>
E-mail address:	<u><a href="mailto:mcox@myquincy.net">mcox@myquincy.net</a></u>				

### 4) Primary Contact (if different from Grant Manager or Disbursement preparer)

Name:	<u>Terry Presnal</u>	Phone Number:	<u>850.251.8899</u>		
Title:	<u>Project Manager</u>	Fax Number:	<u>850.875.7357</u>		
Employer:	<u>Jacobs Engineering</u>				
Mailing Address (P.O. Box):	<u>300 G.F.&amp;A. Drive</u>				
City:	<u>Quincy</u>	State:	<u>Fl.</u>	Zip:	<u>32351</u>
E-mail address:	<u><a href="mailto:Terry.Presnal@CH2M.com">Terry.Presnal@CH2M.com</a></u>				

**ATTACHMENT 3  
GRANT WORK PLAN**

**PROJECT TITLE:** Sand and grit removal for The City of Quincy WWTP Sand and Grit Project.

**PROJECT LOCATION:** City of Quincy Wastewater Treatment Plant (WWTP) WAFR ID FLA FL0029033. *{Add if appropriate:}* See Figures 1 and 2 for a location map and site plan.

**PROJECT BACKGROUND:** The City of Quincy (Grantee) has documented sand and grit at the WWTP. Removing the sand and grit will not only restore the capacity of the system, but will also improve treatment and increase the plant's efficiency.

**PROJECT DESCRIPTION:** The Grantee will contract with a company that has the necessary equipment to remove sand and grit from wastewater treatment facilities while the facility remains in operation. The ultimate disposal of the sand and grit removed is the responsibility of the Grantee and must be in compliance with applicable laws and rules.

**TASKS and DELIVERABLES:**

All deliverables should be submitted electronically unless otherwise indicated.

**Task: Sand and Grit Removal Service**

**Deliverables:** The Grantee will remove at least 80 percent of the volume of sand and grit from each tank that has at least ten percent sand and grit by volume at the Grantee's wastewater treatment facility.

**Documentation:** The Grantee will submit a final report documenting the volume of sand and grit removed from the tanks at the WWTP.

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables are completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

**PROJECT TIMELINE & BUDGET DETAIL:** The tasks must be completed by, and all deliverables received by, the corresponding task end date.

Task No.	Task Title	Budget Category	Budget Amount	Match Amount	Task Start Date	Task End Date
1	Sand and Grit Removal	Contractual Services	\$172,850	\$172,850	06/01/2019	12/31/2019
Total:			\$172,850			





## U.S. Submergent Technologies Budget Price

January 31, 2019

Marvin Cox  
City of Quincy  
224 N. GF & A Street  
Quincy, FL 32351

RE: Sand and Grit Removal – Quincy WWTP – Fermentation, Anoxic, Nitro 1 & Digester Tanks

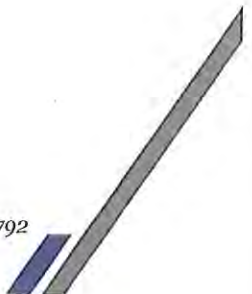
Mr. Cox,

On behalf of U.S. Submergent Technologies (USST), we are pleased to provide this budget level place holder for your consideration to remove accumulated material from the above referenced structures. Our actual cost per foot restored estimate would likely be less than these amounts and can be provided when all other bids and/or quotes are opened.

Our budget numbers include the costs to provide a complete operation of removing, transporting and disposing on site of the approximated volumes of material to be removed. The Budget Pricing Schedule (Table 1) summarizes the estimated quantities and unit costs based on our understanding of existing conditions. USST production rates are based on access to structure, distribution of material to be removed across the structure bottom as well as the type and quantity of material to be removed.

The scope of a complete operation for USST includes:

- Mobilization to facility.
- USST Combination<sup>3</sup>® Truck Service Crew.
- USST Combination<sup>3</sup>® Truck.
- USST Roll Off Truck (if needed).
- USST will reach and remove material from structures utilizing a combination of vacuum, pumping, jetting and reaching components.
- Proper disposal of material.
- Clean up project site at completion of project.
- Demobilization from facility.



**BUDGET PRICING SCHEDULE:**  
**Table 1**

**MOBILIZATION** (only 1 mobilization charge if all tanks are cleaned at the same time): **\$5,750.00**

<b>STRUCTURE: FERMENTATION &amp; ANOXIC TANKS</b>				
<b>LINE ITEM</b>	<b>QTY</b>	<b>UOM</b>	<b>UNIT COST</b>	<b>EXT. PRICE</b>
All labor, supervision, material, and equipment for the removal of sand & grit from the tanks listed above.	1	Per Ft Restored	\$28,500.00	\$28,500.00
<b>BUDGET PRICE TOTAL</b>				<b>\$28,500.00</b>

<b>STRUCTURE: NITRO 1</b>				
<b>LINE ITEM</b>	<b>QTY</b>	<b>UOM</b>	<b>UNIT COST</b>	<b>EXT. PRICE</b>
All labor, supervision, material, and equipment for the removal of sand & grit from the tank listed above.	1	Per Ft Restored	\$19,800.00	\$19,800.00
<b>BUDGET PRICE TOTAL</b>				<b>\$19,800.00</b>

<b>STRUCTURE: DIGESTER</b>				
<b>LINE ITEM</b>	<b>QTY</b>	<b>UOM</b>	<b>UNIT COST</b>	<b>EXT. PRICE</b>
All labor, supervision, material, and equipment for the removal of sand & grit from the tank listed above.	1	Per Ft Restored	\$13,200.00	\$13,200.00
<b>BUDGET PRICE TOTAL</b>				<b>\$13,200.00</b>

The budget pricing schedule shown in Table 1 assumes:

This budget number total is a maximum (or not to exceed) price for the estimated amount of material. Unit cost will be billed based on actual quantities of capacity restored.

The quantity of material in the Fermentation and Anoxic tanks was estimated at 1 ft for this proposal by using a limited number of probes taken along the edge of the structure and other accessible locations.

Because of the unknown quantities in Nitro 1 and the Digester, a unit cost of 1 ft of capacity restored was used. It is likely that there is more capacity to restore than 1 ft in Nitro 1 and the Digester and therefore would be billed at per ft of capacity restored.

USST will maintain daily performance/production records and provide as necessary.





**EXAMPLE OF COST BREAKDOWN:**  
**TABLE 2**

LINE ITEM	QTY	UOM	UNIT COST	EXT. PRICE
Mobilization	1	EA	\$5,750	\$5,750.00
Fermentation & Anoxic Tanks	1	Per Ft		
		Restored	\$28,500	\$28,500.00
Nitro 1	5	Per Ft		
		Restored	\$19,800	\$99,000.00
Digester	3	Per Ft		
		Restored	\$13,200	\$39,600.00
<b>BUDGET PRICE TOTAL</b>				<b>\$172,850.00</b>

Table 2 shows an example of what the cost breakdown would like if we were to restore the amounts shown in each of the tanks. In the Fermentation & Anoxic tanks we estimated that there will be 1 ft of capacity to restore. We arrived at this estimate by probing those tanks. Because we are unsure of the amount of material in the Nitro 1 and Digester tanks we used hypothetical numbers of 5 ft and 3 ft to give you an idea of what the cost would look like if we restored those capacity amounts. Keep in mind these are budget numbers and the actual cost would likely be less once other quotes are opened or it is determined how this project will be procured.

This budget pricing assumes the following will be provided by the Owner, if required:

- Proper access for equipment and crew in and around the facility.
- Sufficient suitable water supply for the high-pressure jetting operation (reclaimed is sufficient).
- Proper access including height clearance without obstruction around or in structure so the pump or vacuum head can reach and remove material.
- Warrants that the material will be non-hazardous and is acceptable at selected disposal location.
- Assumes ordinary and customary accumulation of rag material.

This project budget pricing has been prepared in accordance with the requirements of the FDEP Sand and Grit Program. USST's assistance is available with documentation or other related tasks. The grant monies may cover up to 100% of the cost of removing the material. The cost of disposal is not covered and on-site disposal is encouraged.

Should you have any questions or concerns about this proposal, please do not hesitate to contact me directly at (904)-477-3902.

Sincerely,

***Matt Nestor***

Account Representative  
U.S. Submergent Technologies

**Insurance.**

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

- a. Commercial General Liability Insurance.  
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.
- b. Commercial Automobile Insurance.  
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage
- c. Workers' Compensation and Employer's Liability Coverage.  
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S., and employer's liability insurance with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Agreement.
- d. Other Insurance. None.



**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): City of Quincy WWTP Sand and Grit Removal Project Agreement Number: SG041

2. Parties State of Florida Department of Environmental Protection  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000 (Department)

Grantee Name: City of Quincy Entity Type: Local Government  
Grantee Address: 404 West Jefferson St., Quincy, Florida 32351 FEID: 59-6000416 (Grantee)

3. Agreement Begin Date: Upon Execution Date of Expiration: September 30, 2020

4. Project Number: (If different from Agreement Number) Project Location(s): WAFR ID FLA FL0029033

Project Description: The Grantee will contract with a company that has the necessary equipment to remove sand and grit from wastewater treatment facilities while the facility remains in operation.

Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
<u>\$172,850.00</u>	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	<u>FY16-17 GAA Line Item 1605</u>	<u>\$172,850.00</u>
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> Grantee Match		
Total Amount of Funding + Grantee Match, if any:			<u>\$172,850.00</u>

6. Department's Grant Manager Name: Jillian Bates or successor  
Address: 3900 Commonwealth Blvd.  
Douglas Building, MS 3602  
Tallahassee, FL 32399-3000  
Phone: (850) 245-2918  
Email: jillian.bates@floridadep.gov

Grantee's Grant Manager Name: Robin Ryals or successor  
Address: 423 West Washington Street  
Quincy, FL 32351  
Phone: (850) 618-1962  
Email: rryals@myquincy.net

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

- Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
- Attachment 2: Special Terms and Conditions
- Attachment 3: Grant Work Plan
- Attachment 4: Public Records Requirements
- Attachment 5: Special Audit Requirements
- Attachment 6: Program-Specific Requirements
- Attachment 7: Grant Award Terms (Federal) \*Copy available at <https://facts.fldfs.com>, in accordance with §215.985, F.S.
- Attachment 8: Federal Regulations and Terms (Federal)
- Additional Attachments (if necessary):
- Exhibit A: Progress Report Form
- Exhibit B: Property Reporting Form
- Exhibit C: Payment Request Summary Form
- Exhibit D: Quality Assurance Requirements for Grants
- Exhibit E: Advance Payment Terms and Interest Earned Memo
- Additional Exhibits (if necessary):

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

**IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.**

City of Quincy

**GRANTEE**

City of Quincy

By \_\_\_\_\_

*(Authorized Signature)*

\_\_\_\_\_  
Date Signed

Mr. Jack Mclean, Jr., Interim City Manager

State of Florida Department of Environmental Protection

**DEPARTMENT**

By \_\_\_\_\_

Secretary or Designee

\_\_\_\_\_  
Date Signed

Trina Vielhauer, Director - Division of Water Restoration Assistance

Print Name and Title of Person Signing

Additional signatures attached on separate page.

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DWRA Additional Signatures

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Jillian Bates, DEP Grant Manager

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George Frisby, DEP QC Reviewer

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
STANDARD TERMS AND CONDITIONS  
APPLICABLE TO GRANT AGREEMENTS**

**ATTACHMENT 1**

**1. Entire Agreement.**

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

**2. Grant Administration.**

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation the Agreement is as follows:
  - i. Standard Grant Agreement
  - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
  - iii. Attachment 1, Standard Terms and Conditions
  - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following: (1) an increase or decrease in the Agreement funding amount; (2) a change in Grantee's match requirements; (3) a change in the expiration date of the Agreement; and/or (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department. A change order to this Agreement may be used when: (1) task timelines within the current authorized Agreement period change; (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department; and/or (3) fund transfers between budget categories for the purposes of meeting match requirements. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

**3. Agreement Duration.**

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

**4. Deliverables.**

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

**5. Performance Measures.**



The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

**6. Acceptance of Deliverables.**

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

**7. Financial Consequences for Nonperformance.**

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department request that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
  - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
  - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.
  - iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

**8. Payment.**

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: [www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/).
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: [www.myfloridacfo.com/Division/AA/Vendors/default.htm](http://www.myfloridacfo.com/Division/AA/Vendors/default.htm).
- j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department.

**9. Documentation Required for Cost Reimbursement Grant Agreements and Match.**

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers



charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$1,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

- i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
  - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$1,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

#### 10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

#### 11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not to correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

## 12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

## 13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Department must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

#### **14. Notice of Default.**

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

#### **15. Events of Default.**

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
  - i. Entry of an order for relief under Title 11 of the United States Code;
  - ii. The making by Grantee of a general assignment for the benefit of creditors;
  - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
  - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

#### **16. Suspension of Work.**

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

#### **17. Force Majeure.**

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the



foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

**18. Indemnification.**

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
  - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
  - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

**19. Limitation of Liability.**

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

**20. Remedies.**

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

**21. Waiver.**

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

**22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.**

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:
  - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
  - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
  - iii. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

**23. Compliance with Federal, State and Local Laws.**

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

**24. Scrutinized Companies.**

- a. Grantee certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., Department may immediately terminate this Agreement at its sole option if Grantee or its subcontractors are found to have submitted a false certification; or if Grantee, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., Department may immediately terminate this Agreement at its sole option if Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if



Grantee, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- c. The Grantee agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- d. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

#### **25. Lobbying and Integrity.**

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

#### **26. Record Keeping.**

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

#### **27. Audits.**

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
  - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
  - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
  - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit I, to Attachment 5. If Department fails to provide an updated copy of Exhibit I to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit I and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines). The Department

- may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
- i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
  - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
  - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

**28. Conflict of Interest.**

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

**29. Independent Contractor.**

The Grantee is an independent contractor and is not an employee or agent of Department.

**30. Subcontracting.**

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

**31. Guarantee of Parent Company.**

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee



is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

**32. Survival.**

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

**33. Third Parties.**

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

**34. Severability.**

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

**35. Grantee's Employees, Subcontractors and Agents.**

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

**36. Assignment.**

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

**37. Execution in Counterparts and Authority to Sign.**

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.



STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Special Terms and Conditions  
AGREEMENT NO. SG041

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

**1. Scope of Work.**

The Project funded under this Agreement is City of Quincy WWTF Sand and Grit Removal Project. The Project is defined in more detail in Attachment 3, Grant Work Plan.

**2. Duration.**

- a. Reimbursement Period. The reimbursement period for this Agreement begins on March 1, 2019 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

**3. Payment Provisions.**

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

**4. Cost Eligible for Reimbursement or Matching Requirements.**

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

**5. Travel.**

Additional compensation for travel is not authorized under this Agreement.

**6. Equipment Purchase.**

No Equipment purchases shall be funded under this Agreement.

**7. Land Acquisition.**

There will be no Land Acquisitions funded under this Agreement.

**8. Match Requirements**

There is no match required on the part of the Grantee under this Agreement.

**9. Insurance Requirements**

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S., and employer's liability insurance with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Agreement.

d. Other Insurance. None.

**10. Quality Assurance Requirements.**

There are no special Quality Assurance requirements under this Agreement.

**11. Retainage.**

No retainage is required under this Agreement.

**12. Subcontracting.**

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

**13. State-owned Land.**

The work will not be performed on State-owned land.

**14. Office of Policy and Budget Reporting.**

There are no special Office of Policy and Budget reporting requirements for this Agreement.

**15. Additional Terms.**

None.

*Any terms added here must be approved by the Office of General Counsel.*

**ATTACHMENT 3  
GRANT WORK PLAN**

**PROJECT TITLE:** Sand and grit removal for City of Quincy WWTP Sand and Grit Project.

**PROJECT LOCATION:** City of Quincy Wastewater Treatment Plant (WWTP) WAFR ID FLA FL0029033.

**PROJECT BACKGROUND:** City of Quincy has documented sand and grit at the WWTP. Removing the sand and grit will not only restore the capacity of the system, but will also improve treatment and increase the plant's efficiency.

**PROJECT DESCRIPTION:** The Grantee will contract with a company that has the necessary equipment to remove sand and grit from wastewater treatment facilities while the facility remains in operation. The ultimate disposal of the sand and grit removed is the responsibility of the Grantee and must be in compliance with applicable laws and rules.

**TASKS and DELIVERABLES:**

All deliverables should be submitted electronically unless otherwise indicated.

**Task: Sand and Grit Removal Service**

**Deliverables:** The Grantee will remove at least 80 percent of the volume of sand and grit from each tank that has at least ten percent sand and grit by volume at the Grantee's wastewater treatment facility.

**Documentation:** The Grantee will submit a final report documenting the volume of sand and grit removed from the tanks at the WWTP.

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables are completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

**PROJECT TIMELINE & BUDGET DETAIL:** The tasks must be completed by, and all deliverables received by, the corresponding task end date.

Task No.	Task Title	Budget Category	Budget Amount	Match Amount	Task Start Date	Task End Date
1	Sand and Grit Removal	Contractual Services	\$172,850	\$0	03/01/2019	03/31/2020
Total:			\$172,850			



**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Public Records Requirements**

**Attachment 4**

**1. Public Records.**

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

**2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**

For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

**Telephone:** (850) 245-2118

**Email:** [public.services@floridadep.gov](mailto:public.services@floridadep.gov)

**Mailing Address:** Department of Environmental Protection  
ATTN: Office of Ombudsman and Public Services  
Public Records Request  
3900 Commonwealth Boulevard, MS 49  
Tallahassee, Florida 32399

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Special Audit Requirements**

**Attachment 5**

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

**MONITORING**

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, 2 CFR Part 200, Subpart F, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

**AUDITS**

**PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised (for fiscal year start dates prior to December 26, 2014), or as defined in 2 CFR §200.330 (for fiscal year start dates after December 26, 2014).

1. In the event that the recipient expends \$500,000 (\$750,000 for fiscal year start dates after December 26, 2014) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F.
3. If the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, is not required. In the event that the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).



4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at [www.cfda.gov](http://www.cfda.gov)

## **PART II: STATE FUNDED**

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

## **PART III: OTHER AUDIT REQUIREMENTS**

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

## **PART IV: REPORT SUBMISSION**

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised, and 2 CFR §200.501(a) (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, and 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised, and 2 CFR §200.512.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000



Electronically:  
[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

B. The Auditor General's Office at the following address:

State of Florida Auditor General  
Room 401, Claude Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**  
Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:  
[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, as revised and 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

#### **PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.



**EXHIBIT - 1**

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

<b>Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:</b>					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

<b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:</b>					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

<b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:</b>					
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	State Appropriation Category
Original Agreement	General Appropriations Act, Line Item 1605, Federal Grants Trust Fund	2016-2017	37.075	Small Community Wastewater Treatment Grants	143276

<b>Total Award</b>	<b>\$172,850</b>				
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

**DEPARTMENT OF ENVIRONMENTAL PROTECTION**  
**Progress Report Form**

**Exhibit A**

<b>DEP Agreement No.:</b>	<b>SG041</b>
<b>Grantee Name:</b>	The City of Quincy
<b>Grantee Address:</b>	
<b>Grantee's Grant Manager:</b>	
<b>Reporting Period:</b>	Choose an item.    Choose an item.
<b>Project Number and Title:</b>	

**Provide the following information for all tasks and deliverables identified in the Grant Work Plan:**  
 A summary of project accomplishments for the reporting period, and comparison to goals for the period. If goals were not met, provide reasons why. Provide an update on the estimated time for completion of the task and an explanation for any anticipated delays. Identify by task.

Use as many pages as necessary to cover all tasks in the Grant Work Plan. The following format should be followed.

**Task #: Description:** \_\_\_\_\_  
 Progress for this reporting period:

Identify any delays or problems encountered:

**Task #: Description:** \_\_\_\_\_  
 Progress for this reporting period:

Identify any delays or problems encountered:

This report is submitted in accordance with the reporting requirements of DEP Agreement No. SG041 and accurately reflects the activities associated with the project.

\_\_\_\_\_  
 Signature of Grantee's Grant Manager

\_\_\_\_\_  
 Date

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Payment Request Summary Form**

**Exhibit C**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.

**CITY OF QUINCY  
CITY COMMISSION  
AGENDA REQUEST**

**MEETING DATE:** May 14, 2019

**DATE OF REQUEST:** May 7, 2019

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

**FROM:** Jack L. McLean Jr., City Manager  
Robin Ryals, Utilities Director

**SUBJECT:** Survey and Engineering for the Shelfer Street Outfall Project

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**Statement of Issue:**

The information provided herein pertains to a task order from Dewberry Engineering, Inc. for the survey and design of the project to pipe the remaining open portion the Shelfer Street Outfall south of Hamilton Street.

**Background Information:**

The Shelfer Street Outfall is the discharge point for the City's drainage system which takes care of the area south of US 90, and most of what was contained on either side of Shelfer Street along with numerous residential units. This ditch was open flow from Martin Luther King south as late as the early '70's.

In the early '80's, the block from Martin Luther King to Flagler Street was piped with box culvert in an effort to provide two-way traffic within that block of Shelfer. Again in the '90's, the block between Flagler Street and Hamilton Street was piped with box culvert to again provide two-way traffic during a paving project.

Now the City Commission has deemed it necessary to close the remaining portion of the outfall ditch from Hamilton Street south to a point pass any of existing residential units in the area. There has been \$250,000 placed in this year's budget for the purpose of this project.

**Recommendation:**

The City of Quincy is currently under a continuing services agreement for engineering work with Dewberry Engineering, Inc., so staff approached Dewberry when we were asked by the City Manager for a project schedule for this project. Enclosed herein is that proposed task order for surveying, design, and possible permitting for \$12,000. The surveying and engineering portion of this project is very straight forward and first thoughts are being that it should be completed within a month of Dewberry going to work. There are some issues that could complicate the permitting portion of the project. This is based on whether FDEP considers any portion of the existing ditch a wetland of some degree. This we will know shortly after the work begins on the design of the project.

After a couple of weeks of work being done on the engineering, we will be able to provide the Commission a firm schedule all the way to completing the project. Dewberry will be tasked to provide City staff with deliverables of survey, a designed construction project with specifications, and environmental permits if any are required. From that point, City staff will proceed with the bidding process along with construction inspection for the project. The City has already acquired construction easements for the project which were obtained years ago in conjunction with maintaining the outfall.

**Options:**

- Option 1: For the City of Quincy Commission to approve the Mayor to sign provided task order from Dewberry for the design of the above mentioned project.
- Option 2: For the City Commission to direct staff to proceed in some other direction to accomplish the piping of the Shelfer Street Outfall.
- Option 3: Provide direction.

**Staff Recommendation:**

Option 1

**Attachment:**

- Task Proposal for Survey and Design from Dewberry Engineering



Dewberry Engineers Inc.  
20684 Central Avenue East  
Blountstown, FL 32424

850.674.3300  
850.644.3330 fax  
www.dewberry.com

May 8, 2019

Mrs. Angela Sapp  
Mayor  
City of Quincy  
404 West Jefferson Street  
Quincy, FL 32351

**RE: Hamilton Street Drainage Improvements Project**

Dear Mrs. Sapp:

It is our understanding that the City has allocated funding to address the existing drainage ditch located south of the intersection of Hamilton Street and Shelfer Street. Dewberry Engineers, Inc. (DEI) is pleased to provide this Task Order to provide the necessary professional services required to complete the proposed project. **Exhibit A** contains a detailed Task Order with a description of the scope of services for the Surveying, Permitting, and Design of the project. DEI proposes to provide these services for a total fee of **\$12,000.00**. If this proposal is acceptable to the City, please sign and return one copy of the attached authorization to our Blountstown office.

If you have any questions, please give me a call at 850.674.3300.

Sincerely,

A handwritten signature in blue ink, appearing to read "M. Chester", is written over a light blue horizontal line.

Matthew Chester  
Project Manager



**EXHIBIT A**  
**HAMILTON STREET DRAINAGE IMPROVEMENT PROJECT**  
**PROFESSIONAL ENGINEERING SERVICES**  
**FOR CITY OF QUINCY**  
**MAY, 2019**

This Task Order is for the purpose of Dewberry Engineers, Inc. (DEI) as the ENGINEER to provide professional services for the Hamilton Street Drainage Improvement Project for the City of Quincy acting by and through its Commission.

**DESCRIPTION OF ENGINEERING SERVICES**  
**SCOPE OF SERVICES**

**A. SURVEYING**

1. DEI shall locate the existing boundary of the provided easement, existing drainage structure and ditch, and provide a topographic survey of the proposed project.

*DEI proposes to provide these services for a lump sum fee of: **TOTAL: \$2,500.00***

**B. DESIGN**

1. DEI shall examine existing drainage patterns and determine hydraulic demands of the existing swale.
2. DEI shall prepare construction 90% plans and specifications to the City for review and comment.
3. DEI shall incorporate comments from 90% submittal and prepare 100% documents for acceptance by the City.

*DEI proposes to provide these services for a lump sum fee of: **TOTAL: \$6,000.00***

**C. PERMITTING**

1. DEI shall submit all State and Federal permits that are required for the proposed project.
2. DEI shall respond to all requests for additional information from each regulatory agency.

*DEI proposes to provide these services for a lump sum fee of: **TOTAL: \$3,500.00***

**D. DELIVERABLES**

1. DEI shall provide 3 sets of 90% plans, bid documents, and construction estimate.
2. DEI shall provide 3 sets of 100% plans and bid documents.
3. DEI shall provide approved permits and/or permit exemption verifications.

**E. PROFESSIONAL SERVICE FEES**

*DEI proposes to provide these services for a lump sum fee of: **TOTAL: \$12,000.00***

**F. EXCLUDED SERVICES**

1. Permit Fees
2. Title Searches
3. Design of improvements outside of the described easement.
4. Local Permitting.
5. Community outreach efforts.

IN WITNESS WHEREOF, the parties hereto have caused this Task Order to be executed by their undersigned officials as duly authorized.



Dewberry Engineers Inc. | 850.674.3300  
20684 Central Avenue East | 850.644.3330 fax  
Blountstown, FL 32424 | www.dewberry.com

**DEWBERRY ENGINEERS, INC.**

**CITY OF QUINCY, FLORIDA**

20684 Central Ave. East, Suite 1

404 West Jefferson Street

Blountstown, FL 32424

Quincy, FL 32351

By: 

By: \_\_\_\_\_

Name and Title: Matthew Chester, Project Manager

Name and Title: Angela Sapp, Mayor

Witnessed: 

Witnessed: \_\_\_\_\_

Date: 5-8-19

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