RESOLUTION NO. 55-09 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH THE GORDIAN GROUP, INC. OF MAULDIN, SOUTH CAROLINA FOR SCOPE DEVELOPMENT AND CONSTRUCTION ESTIMATING SERVICES; AND FOR LICENSING FEES FOR USE OF THEIR PROPRIETARY JOB ORDER CONTRACTING (JOC) DATABASE FOR SELECTED PROPERTY MAINTENANCE AND CAPITAL CONSTRUCTION PROJECTS BY PIGGYBACKING TERMS, CONDITIONS AND RATES FROM PALM BEACH COUNTY CONTRACT #R2005 1489; AND PROVIDING AN EFFECTIVE DATE.

Resolution Tabled At May 20,2009 Regular City Council Meeting

RESOLUTION NO. 56-09

A RESOLUTION OF THE CITY COUNCIL OF THE **CITY** OF **RIVIERA** BEACH, PALM BEACH COUNTY, FLORIDA, AWARDING THE BID FOR RECONSTRUCTION OF WEST **23RD** STREET TO SUN UP ENTERPRISES, INC. IN THE AMOUNT OF $625,078.47; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT; AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT FOR SAME; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, bids for reconstruction of West 23RD Street were opened on April 28, 2009; and

WHEREAS, Sun Up Enterprises, Inc. is the responsible low bidder.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE **CITY** OF **RIVIERA** BEACH, PALM BEACH COUNTY, FLORIDA AS FOLLOWS:

SECTION 1. The bid submitted by Sun Up Enterprises, Inc. for reconstruction of West 23rd Street is accepted in the amount of $625,078.47.

SECTION 2. The Mayor and City Clerk are authorized to execute the contract with Sun Up Enterprises, Inc.

SECTION 3. The City Manager is hereby authorized to approve change orders in the amount not to exceed 10% of the contract price.

SECTION 4. The Finance Director is authorized to make payment for same from the following accounts:

108-0716-541-1-6355	$300,773
301-0716-541-1-6355	$193,377
301-0716-541-4-3104	$45,000
412-1438-535-0-4604	$192,661

SECTION 5. This resolution shall take effect upon its passage and approval by the City Council.

PASSED and APPROVED on this 3 day of June, 2009.

The remainder of this page has been left blank intentionally.

RESOLUTION NO. 56-09
PAGE 3

APPROVED:

THOMAS A. MASTERS
MAYOR

DAWN S. PARDO
CHAIRPERSON

ATTEST:

6/3/09

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

JUDY L. DAVIS
CHAIR PRO TEM

BILLIE E. BROOKS
COUNCILPERSON

Absent

CEDRICK A. THOMAS
COUNCILPERSON

SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: S. LOWE

SECONDED BY: J. DAVIS

C. THOMAS	Absent
D. PARDO	Aye
J. DAVIS	Aye
B. BROOKS	Aye
S. LOWE	Aye

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 5/27/09

L/D

CITY OF RIVIERA BEACH
CONTRACT FOR CONSTRUCTION

This Contract is made as of this 3 day of June 2009 by and between the CITY OF RIVIERA BEACH, a Political Subdivision of the State of Florida, by and through its CITY COUNCIL, hereinafter referred to as the CITY, and Sun Up Enterprises, Inc. ,[ ] an individual, [ ] a partnership, [X] a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. or Social Security number is 65-1095931.

In consideration of the mutual promises contained herein, the CITY and the CONTRACTOR agree as follows:

ARTICLE 1 - SERVICES

The CONTRACTOR'S responsibility under this Contract is to provide construction services in the area of reconstruction of West 23rd Street between Avenue O and Avenue R, as more specifically set forth in the Scope of Work detailed in Exhibit " A , attached hereto and made a part hereof.

The CITY'S representative/liaison during the performance of this Contract shall be L. John Samadi, P.E., Consulting Engineer, telephone number (561) 845-4061.

ARTICLE 2 - SCHEDULE

A. Time of Completion - Construction work must begin within ten (10) calendar days from the date of receipt of official notice to proceed; provided the CITY has received proof of insurance as set forth in Article 11 and a Performance and Surety Bond as set forth in Article 31 in a form satisfactory to the CITY. Construction work shall be carried on at arate to insure its full completion within one hundred twenty (120) calendar days from the date of official notice to proceed, the rate of progress and time of completion being essential conditions of this Contract.

B. Deduction for not completing on time - If the contract work is not fully complete according to the terms of this Contract within the limits herein stipulated, the CONTRACTOR shall pay the CITY, not as a penalty, but as liquidated damages, a sum equal to one hundred dollars ($200) for each day elapsing between the expiration of such time limit and the date of full completion, providing, however, that the time limits herein stated are subject to extension without payment of damages, as provided in Article 17, herein.

C. Reports - Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A."

ARTICLE 3 - PAYMEKTS TO CONTRACTOR

A. Generally - The CITY agrees to compensate the CONTRACTOR in accordance with the fee proposal set forth in Exhibit "B". The total and cumulative amount of this Contract shall not exceed the amount of funds annually budgeted for these services. The CITY shall not reimburse the CONTRACTOR for any travel costs incurred as a direct result of the CONTRACTOR providing deliverables to the CITY in pursuance of the scope of work contained in Exhibit A, without specific, prior approval of the City

B. Progress Invoices - No later than the 20th day of every month, the CONTRACTOR shall prepare and submit, on a form approved by the CITY'S representative, a detailed estimate and invoice which has been completed from the start of the job up to and including the last day of the preceding month, together with such supporting evidence of the expenditures as required by this Contract.

C. Progress Payments - Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the CITY representative, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. The CITY will pay to the CONTRACTOR ninety percent (90%) of the value based on the CONTRACTOR'S estimate and invoice, as approved by the CITY representative. Invoices will normally be paid within thirty (30) days following the CITY representative's approval.

D. Payment of Expenses - All requests for payment of expenses eligible for reimbursement under the terms of this Contract shall include copies of said receipts, invoices, or other documentation acceptable to the Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the scope of work described in this Contract. Long distance telephone calls shall identify the person(s) called, purpose of call, time and costs. Mileage charges shall identify the destination, number of miles, rate, and purpose of travel. Duplication charges shall describe the documents, purpose of duplicating, and rate charged. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.

E. Final Invoice - In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "Final Invoice" on the CONTRACTOR'S final/last billing to the CITY. This certifies that all services have been properlyperformed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the CONTRACTOR and the CITY shall have no obligations for any other costs or expenses thereafter.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONTRACTOR shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged to the CONTRACTOR'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete or non current wage rates or due to inaccurate representations of fees paid to outside contractors. The CITY shall exercise its rights under this Article 4 within three **(3)** years following final payment.

ARTICLE 5 - TERMINATION

This Contract may be canceled by the CONTRACTOR upon thirty (30) days prior written notice to the CITY'S representative in the event of substantial failure by the CITY to perform in accordance with the terms of this Contract through no fault of the CONTRACTOR; provided the CITY fails to cure same within that thirty (30) day period. It may also be terminated, in whole or in part, by the CITY, with or without cause, immediately upon written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the CITY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the CITY, the CONTRACTOR shall:

A. Stop work on the date and to the extent specified.

B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

C. Transfer all work in process, completed work, and other materials related to the terminated work to the CITY.

D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

All of the services required hereunder shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONTRACTOR'S key personnel, as may be listed in Exhibit "A", must be made known to the CITY'S representative and written approval must be granted by the CITY'S representative before said change or substitution can become effective.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in their respective field(s).

The CONTRACTOR agrees that it is fully responsible to the CITY for the acts and omissions of subcontractors and of persons either directly or indirectly employed by the CONTRACTOR. Nothing contained herein shall create any contractual relationship between any subcontractor and the CITY.

All of the CONTRACTOR'S personnel (and all Subcontractors) while on CITY premises will comply with all CITY requirements governing conduct, safety and security.

ARTICLE 7 - SUBCONTRACTING

The CITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities and approve all qualifications of any subcontractor in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONTRACTOR is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor by the CITY.

If subcontractor(s) are used, the CONTRACTOR shall use only licensed and insured subcontractor(s), and shall require any subcontractor, as may be applicable, to provide a payment bond. All subcontractors shall be required to promptly make payments to any person who, directly or indirectly, provides services or supplies under this Contract.

The CONTRACTOR shall be responsible for the performance of all subcontractors.

ARTICLE 8 – M/WBE PARTICIPATION

Minority/Women-Owned Business Enterprises ("MIWBE") shall have the opportunity to participate in this project. CONTRACTOR is hereby informed that the CITY has established a goal of a minimum of 15% participation of MIWBE. A good faith effort will be made to hire MIWBE.

In keeping with the CITY'S policy, the CONTRACTOR further agrees to hire minority sub-contractors to work on this project.

In accordance with the CITY'S M/WBE Ordinance #2412, as amended, the CONTRACTOR agrees to the M/WBE participation for this Contract and agrees to abide by all provisions of the MIWBE Ordinance and understands that failure to comply with any of the requirements will be considered a breach of contract.

The CONTRACTOR agrees to maintain all relevant records and information necessary to document compliance with Ordinance #2412, as amended, and will allow the CITY to inspect such records.

ARTICLE 9 - FEDERAL AND STATE TAX

The CITY is exempt from payment of Florida State Sales and Use Taxes. The CITY will sign an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the CITY, nor is the CONTRACTOR authorized to use the CITY'S Tax Exemption Number in securing such materials.

The CONTRACTOR shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE 10 - AVAILABILITY OF FUNDS

The CITY'S performance and obligation to pay under this Contract is contingent upon an annual appropriation for its purpose by the CITY OF RIVIERA BEACH CITY COUNCIL.

ARTICLE 11 - INSURANCE

A. Prior to execution of this Contract by the CITY, the CONTRACTOR shall provide certificates evidencing insurance coverages as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this ARTICLE and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the CITY'S representative. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.

B. The CONTRACTOR shall maintain during the term of this Contract, standard Professional Liability Insurance in the minimum amount of $1,000,000.00 per occurrence.

C. The CONTRACTOR shall maintain, during the life of this Contract, commercial general liability, including contractual liability, insurance in the amount of $500,000.00 per occurrence to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone, directly or indirectly, employed by or contracting with the CONTRACTOR.

D. The CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of $500,000.00 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles including, but not limited to, leased and rented automobiles, whether such operations be by the CONTRACTOR or by anyone, directly or indirectly, employed by the CONTRACTOR.

E. The parties to this Contract shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes. In the event that a party does not carry Workers' Compensation Insurance and chooses not to obtain same, then such party shall. in accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to the CITY.

F. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the CONTRACTOR shall specifically include the CITY as an "Additional Insured."

ARTICLE 12 - INDEMNIFICATION

To the extent allowed by law, the CONTRACTOR shall indemnify and hold harmless the CITY, its agents, officers, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any negligent act, recklessness, or intentional wrongful conduct or omission of the CONTRACTOR, its agents, officers, or employees in the performance of services under this Contract.

The CONTRACTOR further agrees to indemnify and hold harmless the CITY, its agents, officers and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the CONTRACTOR not included in the paragraph above and for which the CITY, its agents, officers, or employees are alleged to be liable.

CONTRACTOR shall pay all claims, losses, liens, fines, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, all costs, expert witness fees, reasonable attorney's fees, and court and/or arbitration costs. These indemnifications shall survive the term of this Contract or any renewal thereof.

Nothing contained in this Article shall be construed or interpreted as consent by the CITY to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

ARTICLE 13 - SUCCESSORS AND ASSIGNS

The CITY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Neither the CITY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the CITY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CITY and the CONTRACTOR.

ARTICLE 14 - VENUE

This Contract and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided therein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Venue for any and all actions arising from and/or relating to the Contract will be held in Palm Beach County, Florida.

ARTICLE 15-REMEDIES

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 16 - CONFLICT OF INTEREST

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Florida Statutes, Section 112.311. The CONTRACTOR further represents that no person having any such conflicting interest shall be employed for said performance.

The CONTRACTOR shall promptly notify the CITY'S representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONTRACTOR'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion of the CITY as to whether the association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by the CONTRACTOR. The CITY agrees to notify the CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of notification by the CONTRACTOR. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the CITY shall so state in the notification and the CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CITY by the CONTRACTOR under the terms of this Contract.

ARTICLE 17 – DELAYS AND EXTENSION OF TIME

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONTRACTOR'S request, the CITY shall consider the facts and extent of any failure to perform the work and, if the CONTRACTOR'S failure to perform was without it or its subcontractors' fault or negligence, as determined by the CITY, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time.

If the CONTRACTOR is delayed at any time in the process of the work by any act or neglect of the CITY or its employees, or by any other contractor employed by the CITY, or by changes ordered by the CITY or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONTRACTOR'S control, or by delay authorized by the Engineer pending negotiation or by any cause which the Engineer shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY may decide. No extension shall be

made for a delay occurring more than seven (7) days before a claim therefore is made in writing to the Engineer. In the case of continuing cause of delay, only one (1) claim is necessary.

If no schedule or other agreement sets forth the dates by which the drawing(s) shall be furnished, then no claims for delay shall be allowed because of failure to furnish such drawing(s), until two (2) weeks after demand for the drawings and not then unless said claim is reasonable.

This Micle does not exclude the recovery of damages for delay by either party under other provisions in the Contract.

ARTICLE 18 - INDEBTEDNESS

The CONTRACTOR shall not pledge the CITY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 19 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the CITY'S representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the CITY under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the CITY'S prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the CITY'S expense shall be and remain the CITY'S property and may be reproduced and reused at the discretion of the CITY.

The CITY and the CONTRACTOR shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 20 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work, services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S

relationship and the relationship of its employees to the CITY shall be that of an Independent Contractor and not as employees or agents of the CITY.

The CONTRACTOR does not have the power or authority to bind the CITY in any promise, agreement or representation other than as specifically provided for in this Contract.

ARTICLE 21 - CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 22 - ACCESS AND AUDITS

The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The CITY shall have access to such books, records, and documents as required in this Article for the purpose of inspection or audit during normal business hours, at the CONTRACTOR'S place of business.

ARTICLE 23 - NONDISCRIMINATION

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, political affiliation, marital status, handicap, or sexual orientation. Further, CONTRACTOR shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

ARTICLE 24 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Contract's execution, validity, the obligations provided therein, or performance of this Contract, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 25 - AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the CITY'S representative upon request.

The CONTRACTOR shall be solely responsible for obtaining and complying with all necessary permits, licenses, approvals and authorizations required for any work done pursuant to this Contract from any federal, state, regional, county or city agency.

ARTICLE 26 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provisions, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 27 - PUBLIC ENTITY CRIMES

As provided in Sections 287.132-133, Florida Statutes, by entering into this Contract or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 28 - MODIFICATIONS OF WORK

The CITY reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the CITY'S notification of a contemplated change, the CONTRACTOR shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change; (2) notify the CITY of any estimated change in the completion date; and **(3)** advise the CITY if the contemplated change shall affect the CONTRACTOR'S ability to meet the completion dates or schedules of this Contract.

If the CTTY so instructs in writing, the CONTRACTOR shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the CITY'S decision to proceed with the change.

If the CITY elects to make the change, the CITY shall initiate a Contract Amendment and the CONTRACTOR shall not commence work on any such change until such written amendment is signed by the CONTRACTOR and approved and executed by the CITY COUNCIL FOR THE CITY OF RIVIERA BEACH or its designated representative.

ARTICLE 29 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the CITY shall be mailed to:

City Engineer, City of Riviera Beach

600 West Blue Heron Boulevard
Riviera Beach, Fl. 33404

and if sent to the CONTRACTOR shall be mailed to:

Sun Up Enterprises, Inc
16641 Waters Edge Drive
Weston, FL 33326

ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT

The CITY and the CONTRACTOR agree that this Contract and any attachments hereto or other documents as referenced in the Contract sets forth the entire agreement between the parties, that there are no promises or understandings other than those stated herein, and this Contract supersedes all prior oral and written agreements between the parties hereto with respect to the subject matter hereof. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 28 - Modifications of Work.

ARTICLE 31 - SPECIAL CONDITIONS

All materials and supplies provided by CONTRACTOR shall be in accordance with the plans and specifications approved by the CITY.

The CONTRACTOR shall furnish bonds and maintain said bonds throughout the duration of the project as provided for in Florida Statutes section 255.01 Et. Seq., covering the faithful performance of the Contract and payment of all obligations arising thereunder. The bonds shall be secured by the CONTRACTOR from a surety company licensed in the State of Florida with an "A-" rating or better in management and a "10" rating or better in strength as rated by Best's Key Rating Guide published by Alfred M. Best Company, Oldwick, New Jersey 08858.

The CONTRACTOR shall be required to provide Surety Bonds in the amount of one hundred percent (100%) of the Contract amount. The required premiums shall be paid for by the CONTRACTOR.

In addition to the above-minimum qualifications, the surety company must meet at least one of the following additional qualifications:

1. The surety company shall hold a current certificate or authority as an acceptable surety of federal bonds in accordance with the United States Department of Treasury Circular 570, Current Revision. The surety company shall provide the CITY with satisfactory evidence that such excess risk has been protected in an acceptable manner.

2. The surety company shall have at least the following minimum ratings in the latest revision of Best's Key Rating Guide: Best's Policy Holders Ratings –A- (minimum); Best Financial Category – Class 1.

3. For projects that do not exceed $500,000.00, the CITY will accept bonds in accordance with Florida Statute section 287.0935.

4. If the surety is declared bankrupt, becomes insolvent, its right to do business in the State of Florida is terminated or it ceases to meet the requirements set forth above, the CONTRACTOR shall within ten (10) working days after notification by the CITY substitute another bond and surety company, at no cost to the CITY, meeting the above requirements.

ARTICLE 32 – INSPECTION OF WORK

The CITY'S representative or the CITY'S Engineer shall at all times have access to work wherever it is, in preparation or progress, and the CONTRACTOR shall provide proper facilities for such access and for inspection.

If the specifications, the Engineer's instructions, laws, ordinances or any public authority requires any work to be specially tested or approved, the CONTRACTOR shall give the Engineer timely notice of its readiness for inspection. Inspections by the Engineer shall be made promptly and where practicable, at the source of supply. If any work should be covered up without approval or consent of the Engineer, it must, if required by the Engineer, be uncovered for examination, at the CONTRACTOR'S expense.

ARTICLE 33– WARRANTY/GUARANTY

All materials and equipment to be furnished and/or installed by the CONTRACTOR under this Contract as it relates to the construction of West 23rd Street between O and R shall be guaranteed by the Manufacturer, if any, for a period of one year from the date of final acceptance thereof against defective materials, design and workmanship. The CONTRACTOR shall guarantee all of its work, including but not limited to material and workmanship for a period of one year. Upon receipt of notice from the CITY of failure of any part covered under such warranty/guaranty period, the affected part, parts, or materials shall be replaced promptly with new parts or materials by the CONTRACTOR or Manufacturer at no expense to the CITY. In the event the CONTRACTOR fails to make the necessary repairs or replacements within thirty (30) days after notification by the CITY, the CITY may accomplish the work at the expense of the CONTRACTOR.

The CONTRACTOR shall provide the CITY with a written warranty of its work and with a copy of the manufacture's warranty as it relates to the materials and parts used to construct West 23rd Street Project.

ARTICLE 34 – PROTECTION OF WORK AND PROPERTY

The CONTRACTOR shall continuously maintain adequate protection of all work from damage, and shall protect such work and the CITY'S property from injury or loss arising during the term of the Contract. Except for any such damage, injury, or loss which may be directly due to errors caused by the CITY or employees of the CITY, the CONTRACTOR shall adequately protect adjacent property, as provided by the law, and shall provide guard fences, lights, and any other necessary materials to carry out such protection.

Until acceptance of the work by the CITY, the CITY'S property shall be under the charge and care of the CONTRACTOR and the CONTRACTOR shall take every necessary precaution against injury or damage to the work by the action of the elements or from any other cause whatsoever, and the CONTRACTOR shall repair, restore and make good, without additional charge any work occasioned by any of the above causes before its completion and acceptance by the CITY.

ARTICLE 35 – TIME

Time is of the essence in all respects under this Contract.

ARTICLE 36 - TERMINOLOGY AND CAPTIONS

All pronouns, singular, plural, masculine, feminine or neuter, shall mean and include the person, entity, firm or corporation to which they relate as the context may require. Wherever the context may require, the singular shall mean and include the plural and the plural shall mean and include the singular. The term "Contract" as used herein, as well as the terms "herein", "hereof', "hereunder", "hereinafter" and the like mean this Contract in its entirety and all exhibits, amendments and addenda attached hereto and made a part hereof. The captions and paragraph headings are for reference and convenience only and do not enter into or become a part of the context of this Contract, nor shall such headings affect the meaning or interpretation of this Contract.

ARTICLE 37 - WAIVER

Failure of the CITY to enforce or exercise any right(s) under this Contract shall not be deemed a waiver of the CITY'S right to enforce or exercise said right(s) at any time thereafter.

ARTICLE 38 - PREPARATION

This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

ARTICLE 39 - MATERIALITY

All provisions of the Contract shall be deemed material. In the event CONTRACTOR fails to comply with any of the provisions contained in this Contract or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Contract and CITY may at its option and without notice terminate this Contract.

ARTICLE 40 - REPRESENTATIONS/BINDING AUTHORITY

CONTRACTOR has full power, authority and legal right to execute and deliver this Contract and perform all of its obligations under this Contract. By signing this Contract, Richard McGrath hereby represents to the CITY that he has the authority and full legal power to execute this Contract and any and all documents necessary to effectuate and implement the terms of this Contract on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Contract.

ARTICLE 41 - EXHIBITS

Each exhibit referred to in this Contract forms an essential part of this Contract. The exhibits, if not physically attached, should be treated as part of this Contract and are incorporated herein by reference.

ARTICLE 42 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

This Contract consists of plans and specifications, contract manual. The CONTRACTOR agrees to be bound by all the terms and conditions set forth in this Contract and plans and specifications and contract manual. To the extent that there exists a conflict between this Contract and contract manual, the terms, conditions, covenants, and/or provisions of this Contract shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

ARTICLE 43 - LEGAL EFFECT

This Contract shall not become binding and effective until approved by the CITY COUNCIL OF THE CITY OF RIVIERA BEACH or its designated representative.

ARTICLE 44 - NOTICE OF COMPLAINTS OR SUITS

Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Contract. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

ARTICLE 45 – SURVIVABILITY

Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

ARTICLE 46 - DEFAULT

Notwithstanding anything contained in this Contract to the contrary, the parties agree that the occurrence of any of the following shall be deemed a material event of default and shall be grounds for termination:

a. The filing of a lien by any subcontractor or third tier subcontractor including, but not limited to materialmen, suppliers, or laborers, upon any property, right of way, easement, other interest in land or right to use such land within the territorial boundaries of the CITY which lien is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONTRACTOR;

b. The filing of any judgment lien against the assets of CONTRACTOR related to the performance of this Contract which is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONTRACTOR; or

c. The filing of a petition by or against the CONTRACTOR for relief under the Bankruptcy Code, or for its reorganization or for the appointment of a receiver or trustee of the CONTRACTOR or the CONTRACTOR'S property; or an assignment by CONTRACTOR for the benefit of creditors; or the taking possession of the property of the CONTRACTOR by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of the CONTRACTOR; or if a temporary or permanent receiver or trustee shall be appointed for the CONTRACTOR or for the CONTRACTOR'S property and such temporary or permanent receiver or Trustee shall not be discharged within thirty (30) days from the date of appointment.

The CONTRACTOR shall provide written notice to the CITY of the occurrence of any event of default within ten (10) days of CONTRACTOR'S receipt of notice of any such default.

ARTICLE 47 - WAIVER OF SUBROGATION

CONTRACTOR hereby waives any and all rights to Subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then the CONTRACTOR shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should the CONTRACTOR enter into such an agreement on a pre-loss basis.

ARTICLE 48 - RIGHT TO REVIEW

The CITY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements, therein from time to time throughout the term of this Contract. The CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties unto this Contract have set their hand and seal on the day and year above written.

CITY OF RIVIERA BEACH

BY: _____
THOMAS A. MASTERS,
MAYOR

CONTRACTOR

SUN UP ENTERPRISES, INC.

BY: _____
RICHARD MCGRATH
PRESIDENT

ATTEST:

BY: _____
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

APPROVED AS TO TERMS AND CONDITIONS

BY: _____
MARY MCKINNEY
COMMUNITY DEVELOPMENT DIRECTOR

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY: _____
PAMALA H. RYAN,
CITY ATTORNEY

Date: 5/26/09

EXHIBIT "A"

SCOPE OF WORK

The project involves the reconstruction of West 23rd Street from Avenue O to Avenue R in the City of Riviera Beach. The work includes installation of asphalt pavement, concrete sidewalk, curb and gutter, reinforced concrete drainage culverts, exfiltration trench, replacement of water main, fire hydrants and appurtenances.

EXHIBIT “B”

SCHEDULE OF PAYMENTS

The Scope of Work to be completed by CONTRACTOR as defined in Exhibit "A" is based on 90% completion and compensation for the work tasks stated herein and shall be paid in accordance with Article **3** and the following Schedule of Values, which is attached herein and which forms a part of Exhibit B.

Bid Schedule

PROJECT: West 23rd Street Improvements, Avenue R to Avenue O

CONTRACTOR; Sun up Enterprises, Inc

BID SCHEDULE

Item No.	Pay Item No.	Item Description	Units	Est. Qty.	Unit Price	Extended Price
Roadway						
1.	101-1	Mobilization/Demobilization	LS	1	$17,400	$17,400
2	102-1	Marntenance of Traffic	LS	1	$3,480	$3,480
3.	104-0	Erosion and Turbidity Control	LS	1	$2,610	$2,610
4.	110-1-1	Clearing/Grubbing/Demolition	LS	1	$1,740	$1,740
5.	120-1	Excavation	CY	475	$17.40	$8265
6.	160-4	Stabilized Subgrade (Type B)	SY	4200	$5.22	$21,924
7.	230-1-4	Lirnerock Base (4" - Under Curb)	SY	150	$6.96	$1,044
8.	230-1-8	iimerock Base (8" - Under Pavement)	SY	4200	$10.44	$43,848
9	230-1-14	Limerock Base (14" - In Open-Cut)	SY	100	$17.40	$1,740
10	286-1	Driveway Turnout (6" Concrete)	SY	500	$39.15	$19,575
11	286-1-R	Driveway Replacement/Reconstruction	SY	500	$43.50	$21,750
12	327-70-1	Milling Existing Pavement	SY	235	$5.22	$1,226.70
13	331-72-10	Type S-III Asphaltic Concrete (1")	SY	4435	$6.09	$27,009.15
14	331-72-14	Type S-I Asphaltic Concrete (1-1/4')	SY	4200	$6.96	$29,232
15	331-72-20	Type S-I Asphaltic Concrete (2")	SY	105	$12.18	$1,278.90
16	400-4-15	Concrete Speed Hump	EA	2	$1,305	$2,610
17	425-1-201	Curb Inlet (Type C)	EA		$1,566	$3,132
18	425-1-201-M	Curb Inlet (Type C Modified)	EA	12	$2,088	$25,056
19	425-1-531	Drrveway Inlet (Type C)	EA	2	$1,392	$2,784
20.	425-2-61	Drainage Manhole (Type P-8)	EA	3	$2,436	$7,308
21.	425-2-91	Drainage Manhole (Type J-8)	EA	1	$3,654	$3,654
22.	425-2-101-S5	Cont. Struct. S5 (Type J-7 Manhole Mod.)	EA	1	$4,176	$4,176
23.	425-2-101-S14	Cont. Struct. S14 (Type J-7 Manhole Mod.)	EA	1	$3,828	$3,828
24.	425-4	Drainage Inlet Grate (Adjust)	EA	2	$696	$1,392
25.	425-11	Concrete Stub Pipe Collar	EA	1	$870	$870
26.	430-171-125	Concrete Pipe Culvert (18")	LF	754	$29.58	$22303.32
27.	443-70-3	Exfiltration Trench	LF	380	$65.25	$24,795
28	520-1-10	Concrete Curb and Gutter (Type F)	LF	20	$30.45	$609

BID SCHEDULE

Item No.	Pay Item No.	Item Description	Units	Est. Qty.	Unit Price	Extended Price
29.	520-2-4	Concrete Curb (Type D)	LF	3460	$12.18	$42,142.80
30.	522-1	Concrete Sidewalk (6")	SY	1200	$39.15	$46,980
31.	575-1-4	Sod (St. Augustine)	SY	500	$4.35	$2,175
32.	700-95	Project Identification Sign	LS	1	$696	$696
33.	9999	Record Drawings	LS	1	$3,480	$3,480
Signing and Marking						
34.	700-40-1	Sign (Single Post)	AS	8	$217.50	$1,740
35.	706-3	Retro-Reflective Pavement Marker	EA	90	0.87 ~~$8.70~~	$783
36.	711-35-61	Solid Stripe Thermoplastic (6" White)	LF	3500	$3,045	$3,045 X 16,657,500
37.	711-35-121	Solid Stripe Thermoplastic (12" White)	LF	250	1.74 $217.50	$435 X 54,375.
38.	711-35-241	Solid Stripe Thermoplastic (24" White)	LF	1.74 40	$5.22	$208.80
39.	711-36-61-2	Solid Stripe Thermo. (6" Double Yellow)	LF	1595	$1.74	$2,775.30
Water and Sewer Utilities						
40.	425-2-61-S	Sanitary Sewer Manhole (Type P-8)	EA	1	$2,784	$2,784
41.	425-5	Sanitary Sewer Manhole Cover (Adjust)	EA	9	$348	$3,132
42.	425-8	Sanitary Sewer Manhole (Remove)	EA	1	$870	$870
43.	431-1-109	8" Sanitary Sewer (Repair/Re-Line)	LF	1220	$26.10	$31,842
44.	1010-3	Grout Existing Water Main	LF	1920	$4.35	$8,352
45.	1020-1	8" Sanitary Sewer (Remove)	LF	130	$8.70	$1,131
46.	1070-111-210	6" Gate Valve	EA	13	$1,566	$20,358
47.	1080-105-02	Sample Point	EA	3	$870	$2,610
48.	1090-138-09	8" PVC Sanitary Sewer	LF	268	$21.75	$5,829
49.	1091-121-05	2" Polyethylene Water Main	LF	100	$17.40	$1,740
50.	1100-111-907	4" DIP Water Main	LF	20	$34.80	$696
51.	1100-111-908	6" DIP Water Main	LF	2020	$26.10	$52,722
52.	1598-161-08	6" Single Sewer Service	EA	9	$696	$6,264
53.	1610-142-07/45	4" 45–Degree Bend	EA	1	$87	$87
54.	1610-142-07/45C	4" 45–Degree Bend (Cut-In)	EA	1	$348	$348
55.	1610-142-08/22	6" 22-1/2–Degree Bend	EA	2	$87	$174
56.	1610-142-08/45	6" 45–Degree Bend	EA	11	$87	$957
57.	1610-142-08/45C	6" 45–Degree Bend (Cut-In)	EA	3	$348	$1,044
58.	1610-142-08/90	6" 90–Degree Bend	EA	7	$87	$609
59.	1610-142-08/90C	6" 90–Degree Bend (Cut-In)	EA	1	$391.50	$391.50
60.	1610-143-06	6" x 6" Tee	EA	8	$174	$1,392

BID SCHEDULE

/Item No.	Pay Item No.	Item Description	Units	Est. Qty.	Unit Price	Extended Price
61	1610-144-02	6" x 4" Reducer	EA	1	$261	$261
62	1610-145-06	6" x 6" Cross	EA	1	$870	$870
63	1610-147-08	6" Plug	EA	1		$174
64	1610-147-08T	6" Plug (With 2" Tap)	EA	1	$174	$174
65	1644-116	Fire Hydrant Assembly	EA	5	$3,306	$16,530
66	1698-191-50211	1" Single Water Service	EA	18	$870	$15,660
67	1698-191-50212	1" Double Water Service	EA	15	$1,044	$15,660
Lighting						
68	630-1-12	Conduit (Underground)	LF	1700	$4.35	$7,395
69	635-1-11	Pull/Junction Boxes	EA	15	$4.35	$65.25
Contingency						
70.	120-6	Embankment (Compacted In Place)	CY	100	$17.40	$1,740
71.	425-6	Valve Box (Adjust)	EA	4	$261	$1,044
72.	550-10-118	Relocate Chain-Link Fence (4' High)	LF	600	$5.22	$3,132
73.	1598-761-08	Sanitary Sewer Service (Adjust/Modify)	EA	8	$435	$3,480
Alternate						
74.	1090-138-09-A	8" Sanitary Sewer (Replace)	LF	1220	$26.10	$31,842

BID TOTAL, BASE (ITEMS 1 THROUGH 73), INCLUSIVE, THE AMOUNT OF Six Hundred Twenty Five Thousand Seventy Eight and 47/100 DOLLARS ($ 625,078.47

624,573.71 Corrected Figure

BID TOTAL, ALTERNATE (ITEM 74), INCLUSIVE. THE AMOUNT OF Thirty One Thousand Eight Hundred Forty Two and 00/100 DOLLARS ($ 31,842.00

Submitted By Sun Up Enterprises, Inc
(Contractor)

Signed:

Name Printed: Richard Mc Grath

Title: President

Address: 16641 Waters Edge Dr
Weston, FL 33326

Phone: 954-384-1675

Date. 4/7/09 954 384 8849

END OF SECTION

Janet - Sotory - 2 years
Youngman's -
CT Mc Donald -

RESOLUTION NO. 57-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF **RIVIERA** BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE SALE AND TRANSFER OF RETIRED K-9 POLICE DOG, "ADAM", IN THE AMOUNT OF $1.00 AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE **BILL** OF SALE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, K-9 ADAM, a three year old German Shepherd dog, served the Riviera Beach Police Department with distinction; and

WHEREAS, K-9 ADAM shall be retired from service as a member of the Riviera Beach Police Department; and

WHEREAS, K-9 ADAM shall be removed from the inventory of the Police Department by sale and transfer of ownership; and

WHEREAS, the City Council accepts the recommendation of staff and approve the retirement and transfer of this City property.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF **RIVIERA** BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1: The City Council authorizes the sale and transfer of City property, specifically, one German Shepherd dog known as "ADAM" for $1.00.

SECTION 2: The City Council authorized execution of the Bill of Sale transferring ownership, care maintenance and all obligations associated with K-9 ADAM.

SECTION 3: This Resolution shall take effect upon its passage and approval by the City Council.

Passed and Approved this 3 day of June, 2009.

RESOLUTION NO. 57-09
PAGE 2

APPROVED:

THOMAS A. MASTERS
MAYOR

DAWN S. PARDO
CHAIRPERSON

ATTEST:

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

JUDY L. DAVIS
CHAIR PRO TEM

BILLIE E. BROOKS
COUNCILPERSON

Absent

CEDRICK A. THOMAS
COUNCILPERSON

SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: J. DAVIS

SECONDED BY: B. BROOKS

C. THOMAS Absent

D. PARDO AYE

J. DAVIS AYE

B. BROOKS AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 5/22/09

BILL OF SALE

This BILL OF SALE executed this third day of June, 2009 by the City of Riviera Beach, Palm Beach County, Florida, a municipal corporation of the Sate of Florida, hereinafter referred to as "the City" for an in consideration of the sum of one dollar ($1.00) and other good and valuable consideration, in hand, paid to the City, the receipt of which is hereby acknowledged, hereby sells, transfers, and conveys to Maurice Morris, a current employee with the City of Riviera Beach Police Department, hereinafter referred to as "buyer," one German Shepherd dog named "ADAM", black in color, hereinafter referred to as "the dog."

The City further agrees to transfer to Buyer, copies of any and all documents pertaining to the dog

The City covenants with Buyer that the City is the lawful owner of said dog, and that the dog is free from all liens, encumbrances, claims, demands, and charges

Buyer understands and acknowledges that the dog was used in the K-9 unit and trained for law enforcement activities. Buyer agrees to accept the dog in an "as is" condition. From the date of this sale, Buyer accepts total responsibility and liability for the actions of the dog, and shall hold harmless the City of Riviera Beach for any actions of the dog.

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IN WITNESS WHEREOF, the parties have hereto set their hands and seal the day and year written above.

SIGNED, SEALED AND DELIVERED in our presence:

MAURICE MORRIS

CITY OF RIVIERA BEACH

Thomas A. Masters

THOMAS A. MASTERS,
MAYOR

ATTEST:

CARRIE E. WARD, MMC
CITY CLERK

RESOLUTION NO. 58-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER AND CITY CLERK TO EXECUTE AN AGREEMENT COMMENCING OCTOBER 1, 2008 TO SEPTEMBER 30, 2009 BETWEEN THE CITY OF RIVIERA BEACH AND THE INTERNATIONAL UNION OF POLICE ASSOCIATION (IUPA) AN ORGANIZATION REPRESENTING THE POLICE OFFICERS AND SERGEANTS OF THE CITY OF RIVIERA BEACH; THAT THE FINANCE DIRECTOR IS AUTHORIZED TO TRANSFER $155,421 FROM GENERAL FUND CONTINGENCY ACCOUNT TO THE POLICE SALARY ACCOUNT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach has a Collective Bargaining Agreement between the International Union of Police Association (IUPA), an organization representing the police officers and sergeants of the City of Riviera Beach; and

WHEREAS, both parties have agreed through union negotiations to make changes to various articles in the bargaining agreements; and

WHEREAS, the language in the attached articles are deleted by strikethrough and the newly proposed language underscored; and

WHEREAS, all other contract articles will remain the same; and

WHEREAS, the Bargaining Agreement shall be in effect for a period of one (1) year; and

WHEREAS, a two percent (2%) increase was included in the adopted budget and the Police Administration has stated that the remaining one percent (1%) amount will come from their overtime account number; the cost of the 2008-2009 increase is included in the adopted budget for Fiscal Year 2008-2009.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1. That the Interim City Manager and City Clerk are authorized to execute the collective bargaining agreement between the City of Riviera Beach and the International Union of Police Association (IUPA), that represents the police officers and sergeants of the City.

SECTION 2. That the Finance Director is authorized to transfer $155,421 from the General Fund Contingency Account to the Police Departments Salary Accounts. That the remaining funds of $40,949 will be taken from the Police Department's overtime account for same.

SECTION 3. That this Resolution shall take effect retroactive to October 1,2008 upon passage and approval by City Council.

PASSED AND APPROVED this 3RD day of JUNE ,2009.

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

RESOLUTION NO. 58-09
PAGE 3

APPROVED:

THOMAS A. MASTERS
MAYOR

DAWN S. PARDO
CHAIRPERSON

ATTEST:

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

JUDY L. DAVIS
CHAIR PRO TEM

BILLIE E. BROOKS
COUNCILPERSON

Absent

CEDRICK A. THOMAS
COUNCILPERSON

SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: J. DAVIS

SECONDED BY: S. LOWE

D. PARDO	AYE
J. DAVIS	AYE
B. BROOKS	AYE
C. THOMAS	Absent
S. LOWE	AYE

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 5/26/09

THE CITY OF RIVIERA BEACH, FLORIDA

AND

INTERNATIONAL UNION OF POLICE

ASSOCIATION

FOR POLICE OFFICERS AND SERGEANTS

CONTRACT YEAR OCTOBER 1, 2008

THROUGH

SEPTEMBER 30, 2009

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PREAMBLE

This contract, entered into by the City of Riviera Beach, Florida hereinafter referred to as the "City", and International Union of–Police Association, hereinafter referred to as the I.U.P.A., Employee Organization or Union, has as its purpose:

(1) The promotion of harmonious relationships between the City and the I.U.P.A.

(2) The establishment of an equitable and peaceful procedure for the resolution of differences, and

(3) The establishment of rates of pay, hours of work and other conditions of employment

Therefore, the Parties mutually and in good faith agree to the following:

ARTICLE 1: RECOGNITION

A. The I.U.P.A. recognizes the City Council as the elected representatives of the citizens of the City of Riviera Beach and the legally constituted authority responsible for determining the purpose, mission, and operation of the city.

B. The City recognizes the I.U.P.A. as the exclusive representative for all sworn police employees in the classification of lieutenant of the Riviera Beach Police Department, as specified in P.E.R.C. order entered in case number RC-97-029 and CA-97-099 issued October 21, 1997, and certification number 1201 issued June 16,1998.

ARTICLE 2: TERMS OF AGREEMENT

This agreement shall be effective October 1, 2008, and shall remain in full force and effect through the 30th day of September 2009. The duration of this agreement shall be for a term of one (1) year ending in 2009. The parties agree to reopen negotiations by April 5, 2009. In the event there is no resolution on the contracts, the parties agree to declare impasse and proceed to a resolution of the disputed items by submission of the issues in dispute directly to the City Council by bypassing the impasse procedures outlined in Florida Statutes Chapter 447.

ARTICLE 3: REPRESENTATION OF THE CITY

The City shall be officially represented by the City Manager or a person or person designated in writing to the I.U.P.A. by the City Manager. The City Manager or his designated representative shall have sole authority to conclude an agreement on behalf of the City, subject to ratification by official resolution of the City Commission. It is understood, however, that if the City Manager designates a representative to negotiate with the I.U.P.A.; then such designated representative(s) shall be empowered to fully engage in good faith collective bargaining and make tentative agreements subject to final approval by the City Manager and the City Council.

ARTICLE 4: REPRESENTATION OF THE I.U.P.A.

The I.U.P.A. shall be represented by the President or Chairman of the I.U.P.A. or by a person or persons designated in writing to the City Manager by the President or Chairman of the I.U.P.A. The identification of representatives shall be made each year by March 1. The President or Chairman of the I.U.P.A. or person or persons designated by said President shall have full authority to conclude tentative agreement on behalf of the I.U.P.A., subject to ratification of a majority vote of those bargaining unit members voting on the question of ratification. It is understood that the I.U.P.A. representative or representatives are the official representatives of the I.U.P.A. for the purpose of negotiating with the City. Negotiations shall not be entered into with persons other than those described above, regardless of their position or association with the I.U.P.A. The I.U.P.A. agrees to notify the City Manager in writing of any change in the designation of the President or Chairman of the I.U.P.A., or any change in certified representatives of the I.U.P.A.The City recognizes the INTERNATIONAL UNION OF POLICE ASSOCIATION, as the exclusive bargaining agent for the sworn personnel in the unit certified by the Public Employees Relations Commission as stated in Article 1- Recognition.

ARTICLE 5: PREVAILING BENEFITS

All job benefits in effect at the time of the execution of this Agreement, except those that are modified by this Agreement which were heretofore authorized by the City Manager or benefits provided for by ordinance of the City Commissions, not specifically provided for or abridged by this Agreement, shall remain in full force and effect for the duration of this Agreement.

ARTICLE 6: NO STRIKE PROVISION

A. International Union of Police Association agrees not to engage in a strike, work stoppage, slowdown or other form of interference with operation and mission of the City Administration, as prohibited by Florida Statue.

B. Any employee who participates in, or promotes a stnke, work stoppage, slowdown or other form of interference with the operation and mission of'the City Administration shall be subject to discipline up to and including discharge.

C. In the event of a strike, work stoppage, slowdown or interference as defined presently in the Public Employees Relations Act, Section 447.203 (6) with the operation and accomplishment of the mission of the City Administration, the President of the I.U.P.A. shall promptly arid publicly disavow such strike or work stoppage and order the employees to return to work and attempt to bring prompt resumption of normal operations. An authorized I.U.P.A. representative shall notify the City within twenty-four (24) hours after the commencement of such strike, what measures it has taken to comply with the provision or the provisions of this Article.

D. Failure to abide by the tenns set forth in this Article, may cause the City Council to terminate this Agreement.

E. Nothing contained herein shall interfere with the exercise of free speech

ARTICLE 7: MANAGEMENT RIGHTS

The I.U.P.A. recognizes that the City has and will continue to retain, whether exercised or not, the responsibility and authority to operate and manage its affairs in all respects and the powers or authority which the City has not officially abridged, delegated, or modified by the express provisions of this Agreement, are retained by the City. The rights of the City, through its management officials, shall include, but shall not be limited to the following:

A. To manage and direct the employees of the City.

B. To hire, promote, transfer, schedule, assign, and retain employees in positions with the City.

C. To suspend, demote, discharge or take disciplinary action against employees from duties for just cause.

D. To relieve employees from duty because of lack of work, business necessity, funds or other legitimate reasons.

E. To maintain the efficiency of the operations of the City.

F. To determine the methods, means and personnel by which such operations are to be conducted, including the right to contract and subcontract existing and future work.

G. To determine the organization of City government.

H. To detennine the number of employees to be employed by the City.

I. To detennine the number, types and grades of positions or employees assigned to an organizations unit, department or project.

J. To determine internal security practices.

K. To determine those matters to be covered by the Civil Service System.

L. To determine the minimum manning requirements to provide safety and security to the citizenry of Riviera Beach.

ARTICLE 7: MANAGEMENT RIGHTS (CONTINUED)

1. The City Council has the sole authority to determine the purpose and mission of the City and all its employees and amount of the budget to be adopted. Those inherent managerial functions are prerogatives and policy making rights which the City has not expressly modified or restricted by a specific provision of the Agreement, directly or indirectly, subject to the grievance or bargaining.

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

3. It is understood by the Parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described, and the employees at the discretion of the City, may be require:! to perform duties not within their job description.

4. Delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the City of Riviera Beach. Accordingly, the union agrees that it will instruct its members to work diligently in order that the services performed meet the above standards.

5. Those inherent managerial functions, prerogatives and policy making rights of the City are not in any way directly or indirectly under this contract subject to infringement.

ARTICLE 8: HOLIDAYS

The City shall recognize the following days as Holidays:

1. New Year's Day
2. Dr. Martin Luther King's Birthday
3. Washington's Birthday
4. Memorial Day
5. Independence Day
6. Labor Day (First Monday in September)
7. Veteran's Day
8. Thanksgiving Day (Fourth Thursday in November)
9. Friday following Thanksgiving Day
10. Christmas Day (December 25th)
11. Employee's Birthday

Employees must work their scheduled day before and their scheduled day after the holiday in order to be paid for the holiday, (unless excused by the Department Head), or on their scheduled days off. Holidays, when worked, shall be paid at the rate of double-time and one half the employees normal hourly rate. Employees not working holidays will be compensated for eight (8) hours at their nonnal hourly rate. The day on which the above holidays will be observed will be determined by the City. Holiday pay is applicable on the day the City observes the holiday.

ARTICLE 9: COMPASSIONATE LEAVE

A. In the event of the death of the mother, stepmother, father, stepfather, brother, stepbrother, sister, stepsister, spouse, son, stepson, daughter, stepdaughter, grandparent, mother-in-law, or father-in-law, brother-in-law or sister-in-law who is the direct sibling of spouse or a regular full time employee , said employee shall be entitled to paid compassionate leave, not to exceed three (3) working days for any one death.

B. Five *(5)* days shall be granted if the employee is in attendance at the funeral and such funeral is held out of state.

C. The City Manager may grant additional leave under this section if the circumstances warrant it. However, the City Manager's determination under this section shall be final and not subject to the grievance procedure.

ARTICLE 10: WORKING CONDITIONS

The City shall endeavor to maintain the comfort of the employee through maintenance of air-conditioning and heating units, and insure vehicles are maintained in a safe reliable' condition through an established maintenance reliability program as determined by the Police Chief or designee.

ARTICLE 11: BULLETIN BOARD

The City shall allow space within the confines of the Police Department Squad Room for a bulletin board for INTERNATIONAL UNION OF POLICE ASSOCIATION notices and Union Information. No derogatory or demeaning information against the City's personnel shall be posted on the bulletin board. The Chief of Police or Assistant Chief of Police shall determine if such information is posted and may order its removal. The judgment of the Chief or Assistant Police Chief shall not be arbitrable.

ARTICLE 12: VACATION

A. The parties hereto agree that each employee, after his first six months of service and continuing through the fifth year of service, shall accrue paid vacation at the rate of one (1) day per month of employment to a maximum of twelve (12) days per year. Thereafter, paid vacation days will accrue according to the following schedule:

AMOUNT OF SERVICE	HOURS # OF DAYS PER YEAR	HOURS ACCUMULATED PER YEAR	ACCUMMULATED PER WEEK
7-12 months	6	48.0	1.848
1-5 years	12	96.0	1.848
6 years	13	104.0	2.000
7 years	14	112.0	2.152
8-10 years	15	120.0	2 308
11 years	16	128.0	2.460
12 years	17	136.0	2.616
13 years	18	144.0	2.768
14 years	19	152.0	2.924
15 years or more	20	160.0	3.076

ARTICLE 12: VACATION (CONTINUED)

B. Employees are eligible to take vacation upon completion of the one (1) year probationary period.

C. An employee utilizing at least five *(5)* days of vacation during the previous fiscal year may elect to receive payment, in lieu of vacation, for up to *50%* of any remaining accrued vacation time. The employee must make this election in October, of the current fiscal year. Payment will be made by December 31st of the election year. Payment will be at the employee's current rate of pay, as of date paid and will not be affected by any subsequently adopted retroactive pay increases. Any unused or unpaid vacation leave shall remain in the employee's vacation leave accrual account.

D The maximum number of vacation days any employee may accumulate shall he twice his/her annual rate of accrual.

ARTICLE 13: COURT PAY

The City shall pay at a rate of time and one half overtime to employees required to attend county and/or circuit court and deposition while off duty, stemming from actions arising from duty hours, with a minimum of two (2) hours for such overtime.

ARTICLE 14: HOURS OF WORK AND OVERTIME

Pursuant to Article 7. Management Rights, Section E to maintain the efficiency of the operations of the City, departmental wide shift schedules, excluding shift rotation, shall not be changed without the City providing ten (10) days advanced notice to the Union of the change.

The City shall compensate each employee at the rate of time and one half per hour for all hours worked in excess of forty (40) hours per week for employees assigned to 8 hour shifts in a seven (7) day work cycle. Employees assigned a twelve (12) hour shift in a 14 day work cycle, shall be compensated time and one half for all hours worked in excess of 84 hours. Holidays, vacations, and compensatory time will not be considered as days worked for overtime compensation

ARTICLE 15: COMPENSATION OVERTIME

A. Employee shall be entitled to payment for overtime hours as outlined in Article 14 unless, by mutual consent of the employee and supervisor, compensatory time credit is taken in lieu of payment. In such cases, one and one-half hours of compensatory time credit shall be provided the employee for each hour of overtime worked.

B. Compensatory time off must be taken in the same fiscal year in which compensatory time credit is earned. Compensatory time credit shall not be carried over into the next fiscal year. Payment for any accumulated compensatory time credit, for which the time off has not been taken, will be made in the last pay period of the fiscal year.

C. 'Total accumulated compensatory time credit shall not exceed thirty (30) hours, (i e., twenty (20) hours of employment at time and one-half) per fiscal year for any one employee.

ARTICLE 16: LINE OF DUTY INJURIES

A. The City agrees to carry full Worker's Compensation coverage for all employees, as required by Florida Statutes.

ARTICLE 17: HAZARD DUTY PAY

A. The City shall compensate each motorcycle officer, special response team **(SRT)** and K-9 officer at the rate of fifteen dollars **($15.00)** per week for K-9, motorcycle officer and special response team **(SRT)** duty so long as the officer is so assigned. Officers will be paid the fifteen dollars **($15.00)** per week in the pay check following performance of the assigned duty.

B. The Union and the City agree that effective June **27,** 1992, officers who are assigned K-9 dogs will be compensated five **(5)** hours per week at straight time rate for the care and upkeep of the animal. These five *(5)* hours shall represent all compensation the employee shall receive during a seven **(7)** day period for the care and upkeep of the animal. When the employee is on duty, the employee's work hours will be adjusted to insure that the care and upkeep of the animals will he performed on duty. Nothing herein precludes the City from releasing the K-9 officer from his shift one (1) hour per day for the care and upkeep of the animal. Where the officer is released from police duty during his shift, the five (5) hours shall serve to satisfy the compensation for the officer for all work related to the care and upkeep of the animal for the seven **(7)** day period.

ARTICLE 18: CLOTHING ALLOWANCE

Employees required to wear plain clothes as a part of their duty shall, in November of each calendar year, receive a five hundred dollar ($500.00) clothing allowance. This payment shall be a lump sum payment.

Any employee leaving plain clothes assignment or the employment of the City for any season shall return, on a prorated basis, clotliing allowance funds for the remainder of the fiscal year. The City shall have the right to deduct from the employee's final pay check an amount equal to the prorated clothing allowance.

Those employees remaining in the employ of the City who are no longer eligible for the plain clothes allowance may have their prorated amount deducted ti-om their weekly pay check in equal installments until the full amount is repaid.

ARTICLE 19: CLEANING ALLOWANCE

A cleaning allowance of fifteen dollars ($1 5.00) per week shall be paid to each employee upon ratification of the contract.

ARTICLE 20: EVIDENCE STORAGE

The City, realizing the necessity of storing evidence to be used in criminal cases, shall provide a location to maintain evidence in pending cases of sufficient size as not to hamper storage of the employee's official equipment in the personnel equipment locker.

ARTICLE 21: SAFETY

Police vehicles will not be placed into operation if they are unsafe pursuant to Florida State Statues definition of defective or unsafe equipment.

The employee shall have the right to call to the attention of the shift officer in charge, the following items not in good working order:

1. Tires
2. Brakes
3. Steering (front-end)
4. Windshield wipers and washers (when necessary)
5. Lights, external and internal
6. Motor mounts

The officer in charge will then pull the vehicle from the City's service, if he deems it necessary. The vehicle will remain out of City service until repaired.

Nothing in this Article shall prohibit the City from removing any vehicle from service, at any time the City may feel it is necessary.

Any employee who observes or suspects an unsafe condition regarding a motor vehicle will report same to his immediate supervisor and will immediately complete a Vehicle Repair notice. A copy of the completed Notice shall be placed inside the vehicle in a conspicuous location and a copy will be provided to the shift supervisor.

ARTICLE 22: PHYSICAL FITNESS

The I.U.Y.A. realizes the need for a physical fitness program, and further recognizes that to be physically fit is a condition of employment.

The City shall have the right to implement a physical fitness performance evaluation prior to accepting new empioyees. All employees are expected to participate in the prescribed physical fitness program in order to maintain their capacity to provide effective services.

The City will endeavor to formulate a fitness program flexible enough to take into consideration the age, health, and disability of the employee

ARTICLE 23: ON CALL

Those employees who are not provided with a take home vehicle by the City will be paid at the rate of time and one half for a minimum of three (3) hours, if the employee is called out beyond regular duty hours.

Employees who are provided take home vehicles will not be provided call out pay. However, the employee shall be compensated for call out at straight time provided the employee does not exceed the regularly scheduled work week hours.

ARTICLE 24: FIELD TRAINING OFFICER

The City shall compensate all training officers at the rate of five percent (5%) so long as the officer is so assigned and provided the officer has successfully completed the Field Training Officer's Course. Nothing contained herein shall require management to assign training duties to an employee solely on the basis of having completed a Field Training Officer's Course. Management reserves the right to assign personnel to fulfill training obligation as determined by Department needs. Employee removed from this assignment shall not be grievable to arbitration. After an employee has served three (3) years as a Field Training Officer, then the five percent *(5%)* will remain a part of the employee's salary.

When management identifies officers with exemplary knowledge, skills and abilities in patrol fundamentals and techniques and the liability to effectively train, management may utilize the officer as a Field Training Officer in lieu of having completed the Field Training Officer Program. Identified officers will be mandated to attend and, successfully complete a Field Training Officer Course within twelve (13) months of their initial assignment as a Field Training Officer.

Criteria for the Field Training Ofticer shall be placed on the job announcement When selecting a Field Training Officer, a union representative must be included on the panel The Police Chief's selection decision shall not be grievable to arbitration

'The City has the right to require re-certification or retraining of any officer who has been previously certified in the Field Training Officer's Program.

ARTICLE 25: SENIORITY AND PERSONNEL REDUCTION

A. Seniority shall be defined as the total length of continuous service in the Police Department. Seniority shall continue to accrue during all types of cornpensable leave, approved by the City. Approved leaves of absence without pay shall not count towards the accrual of seniority.

B. Employees shall lose their senionty as a result of the following:

1. Termination
2. Retirement
3. Resignation
3. Lay-off exceeding six (6) months
5. Failure to report to the Dept. of Human Resources intentions of retuning to work, within five *(5)* clays of receipt of recall, as verified by Certified Mail, Return Receipt.
6. Failure to report from Military Leave within the time limits prescribed by law.

C. The City Council will determine the classification and numbers of employees to be laid off. When the lay-off occurs, probationary employees shall be laid-off first, and then regular, full time employees, in the inverse order of their seniority at the time of the lay-off. Probationary employees shall have no recall rights.

Lay-offs shall be by senionty except where lay-off adversely impacts the City's ability to comply with minimum requirements to provide safety and security to the citizens of Riviera Beach.

In the event that two (2) or more employees affected have the exact same amount of senionty, the higher current performance rating shall prevail.

ARTICLE 25: SENIORITY AND PERSONNEL REDUCTION (CONTINUED)

D. Bumping Rights - Any employee who is scheduled for lay-off or whose job has been eliminated, or is replaced on his present job by a more senior employee, shall be entitled, if qualified, as detennined by the Chief of Police, to replace an employee junior in seniority in any position of the same or lower rank.

E. Recall - Employees on lay-off status will retain recall rights for six (6) months. Employees will be notified of their recall by Certified Mail to the last address in the employee's records

Within five (5) work days of a Certified Receipt date, laid off employees must signify in writing, their intention of returning to work, to the Dept of Human Resouices Failure to respond to the notice within the prescribed time limits previously stated above, shall constitute a resignation by the employee

Recall will be offered to laid off employees provided tlicy arc physically qualified and able to perform all of the duties of the job

When employees are recalled from lay-off, the employee with the greatest seniority in the classification, shall be recalled first

ARTICLE 26: GRIEVANCE PROCEDURES

A. DEFINITIONS

1. A grievance is defined as any dispute involving the application or interpretation of this Agreement.
2. The term "employee" includes an individual within the bargaining unit covered by this Agreement.
3. The term "day" when used in this procedure, shall mean calendar days, Monday through Friday, excluding holidays.

B. WITHDRAWAL OF GRIEVANCE

A gnevance may be withdrawn by the gnevant or the I.U.P.A. at any time, and at any step of this procedure, provided, however, that same gnevance may not be filed the second time by the same parties, after the gnevance has been withdrawn.

A grievance shall be processed as hereinafter provided:

Step 1. Within five *(5)* working days of the misapplication or misinterpretation, an employee may initiate a verbal complaint with the supervisor. Within three (3) working days the supervisor will verbally notify the employee of his decision.

Step 2. If the gnevance has not been satisfactorily resolved verbally in Step 1, the I.U.P.A. or its representative or the employee, shall reduce the gnevance to writing on the standard for provided for this purpose, and present such written grievance to the employee's division commander within three (3) working days of the gnevance. The division commander shall meet with the I.U.P.A.or

ARTICLE 26: GRIEVANCE PROCEDURE (CONTINUED)

the employee, or shall respond to the I.U.P.A. in writing three (3) working days fi-om the receipt of the grievance.

Step 3. If the grievance has not been satisfactorily resolved in Step 2, the I.U.P.A. may present a written appeal to the department head within seven (7) working days from the time the response was due in Step 2. The department head or designee shall meet with the I.U.P.A. representative and shall respond in writing to the I.U.P.A. within seven (7) working days from the receipt of the appeal. Any grievance not processed in accordance with the time limits provided shall be considered conclusively abandoned.

Step 4. In the event the grievant is not satistied with the disposition of the grievance at Step 3, or if no disposition has been made within the time limits as provided in Step 3, the I.U.P.A. may submit the grievance appeal to the City Manager or designee within five (5) days from the time the response was due in Step 3. The City Manager or designee shall indicate in writing the disposition of the grievance to the grievant/I.U.P.A. within ten (10) days from the receipt of appeal from the department head.

Step 5. In the event that the I.U.P.A. is not satisfied with the disposition of the grievance at Step 4, or if no disposition has been made within the time limits as provided for in Step 4, the I.U.P.A. may submit the grievance to arbitration, using the Federal Mediation and Conciliation Services (FMCIS). Such request shall be filed with the City Manager no later than five (5) days after the City Manager's response is due in Step 4 of the grievance procedure. The arbitration proceeding shall be in accord with the rules of FMCS.

ARTICLE 26: GRIEVANCE PROCEDURE (CONTINUED)

If the City Manager does not agree that the matter is arbitrable, notification shall be sent to the I.U.P.A. of such within ten (12) days of receipt of the I.U.P.A. request to proceed to arbitration. The parties agree that in such an instance, an arbitrator will be selected according to the rules of FMCS, to determine solely the question of arbitrability. Such decision shall be based solely on written briefs, exhibits and affidavits submitted by the parties, with no oral argument allowed. In the event the arbitrator finds the gnevance not arbitrable, the I.U.P.A. will take no further action regarding the arbitrability of the gnevance.

If there is no objection by either party to the arbitrability of the gnevance, and the above mentioned procedure has been fully complied with or results in a determination that the grievance arbitrable, the parties shall proceed to arbitrate the grievance.

The arbitrator shall have no power to add to, subtract from, modify or alter the terms of the Agreement. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement "not" to be subject to gnevance procedure or arbitration or which is not specifically covered by this Agreement; nor shall this collective bargaining agreement be construed by an arbitrator to supersede applicable laws in existence at the time of this Agreement. The arbitrator may not issue declaratory or advisory opinion and shall confine himself exclusively to the question which is presented to him, which question must be actual and existing. The arbitrator shall render his decision in writing within thirty (30) days, or as soon as possible after the close of the arbitration hearing, and shall furnish a copy to the City and the I.U.P.A. Both parties agree that the decision of the arbitrator shall be final and binding.

ARTICLE 26: GRIEVANCE PROCEDURE (CONTINUED)

The fees and expenses of the arbitrator shall be shared equally by the City and the I.U.P.A.

All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

C. GENERAL PROVISIONS

1 The time limits provided in this Article shall be strictly observed, unless extended by written agreement by the parties Failure of the I U P A or grievant, whichever is appropriate, to proceed with the grievance within the times herein before provided, shall result in the dismissal of the grievance Failure of the City or its representatives to respond within the times provided, shall entitle the I U P A or grievant, whichever is appropriate, to proceed to the next step in the grievance procedure

2. All grievances shall be processed during times which do not interfere with, or cause interruption of an employee's work responsibilities.

3. The filing of a grievance shall in no way interfere with the right of the City to proceed to carry out its management responsibilities, subject to the final resolution of the grievance. The employee shall abide by the management decision involved in any grievance, prior to and during the time the grievance has been filed, and shall not discontinue his duties prior to or during the time a grievance is being processed.

ARTICLE 26: GRIEVANCE PROCEDURE (CONTINUED)

4. The date of disposition shall be the date on which the immediate supervisor or other management official delivers the disposition to the I.U.P.A. or grievant, whichever is appropriate, or the date of postmark in those instances where delivery is by U.S. Mail.

5. The commencing of legal proceeding against the City in a court of law or equity, or before the Public Employees Relations Commission or any other administrative agency, by an employee or the I.U.P.A. for misapplication or misinterpretation of the terms of this Agreement, shall be deemed an election of remedy and shall be deemed a waiver by said employee or the I.U.P.A. of its/their right to resort to the grievance and arbitration on procedure contained in this Agreement.

6. I.U.P.A. is the exclusive bargaining agent for all certified officers of the Police Department and the parties agree that the City may refuse to recognize any grievance not previously reviewed, approved and filed by I.U.P.A.

(A) Any member believing that there is a grievance, shall discuss the matter with the immediate supervisor and attempt to resolve the stated concern. If the concern is not resolved through discussion with the immediate supervisor, the grievance shall be presented to I.U.P.A. for its consideration as a grievance. If I.U.P.A. does not accept handling the gnevance based upon membership in I.U.P.A., the employee may proceed with their own representative.

ARTICLE 27: DEPARTMENTAL DISCIPLINARY REVIEW BOARD

Nu career service employee (an employee having satisfactonly completed probationary period) sliall be dismissed, demoted, fine, suffer a forfeiture of time, or be suspended without a hearing prior to such action. When deemed to be in the best interest of the City, the City reserves the right to relieve an employee from active duty, with pay, pending such hearing.

There shall be established a Departmental Disciplinary Review Board for the purpose of such hearings. Said Board shall be composed as outlined in Florida Statues, Section 112.532(2).

The Board's decision shall be advisory and not binding on the department. The department will notify the employee and the review board of its decision, in writing, with five *(5)* working days after the decision has been rendered.

The employee shall be entitled to representation by an employee of his choice and shall be permitted to examine witnesses, to present evidence and testimony, to cross examine, and to put on a defense. Neither the employee nor the City may be represented by an attorney or anyone other than an employee of the department.

If the decision of the board or the department head is unsatisfactory to the employee, hc may choose to use the City grievance procedure or contractual grievance procedure (if applicable) with the right to appeal the Civil Service Board or arbitration.

It is agreed that the convening of the Departmental Disciplinary Review Board shall be effectuated within five (5) working days following the Notice of Intent to Administer Discipline, and that said Review Board shall within fifteen (15) working days of its conclusion, render its written recommendation to the Department. Should the accused employee request to continue a hearing or delay its convening, then it is agreed that the City has the right to impose the proposed penalty immediately. If tlie penalty is imposed, should the employee prevail on the employee's grievance, the employee shall be made whole for any loss sustained.

ARTICLE 27: DEPARTMENTAL DISCIPLINARY REVIEW BOARD (CONTINUED)

Any decision by the Departmental Disciplinary Review Board or any rules of procedure used by the Board are not arbitrable under this collective bargaining agreement.

The City shall have the right to suspend, place on administrative leave, without pay, an employee for a period of one (1) working day for any reason the City feels in an emergency situation or two (2) working days or occurring on weekend or holiday. The employee shall be notified of the reasons for the administrative leave prior to the effective date of the leave.

ARTICLE 28: INTERVIEW PROCEDURE

Where an investigation is initiated by the City of Riviera Beach Police Department against an employee where a fonnal statement under oath is elicited from the accused employee, the interview shall be conducted under the following conditions:

A. The interview shall be conducted at a reasonable hour, preferably while the accused is on duty, unless the seriousness of the investigation is of such degree that an immediate action is required. The City shall endeavor to the best of its ability to interview on duty.

B. The investigating officer shall designate the location at which the interview shall take place. It shall be at (1) the office of the command of the investigating officer; or (2) the station, bureau of unit in which an incident allegedly occurred.

C. The accused shall be informed of the rank, name and command of the officer in charge of the investigation, the interviewing party and all persons present during the interview. All questions directed at the accused shall be asked by and through one (i) interviewer at any one time.

D The accused shall be informed of the nature of the investigation pnor to any interview, and given the names of all known complainants

E. The interview shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.

ARTICLE 28: INTERVIEW PROCEDURE (CONTINUED)

F. The accused shall not be subjected to abusive or offensive language or threatened with transfer, dismissal or other disciplinary actions. No promise, reward or threat of action shall be made as an inducement to answering any question.

G. The complete interview shall be recorded and there shall be no unrecorded questions or statements. The accused retains the right to record the complete interview.

H No mechanical device, including but not limited to. polygraph, psychological stress evaluator, et al, shall be forced onto an accused. nor shall disciplinary action be taken against an accused who refuses to submit to such testing.

I. At the request of the accused, the accused shall have the right to be represented by counsel or any other representative of the accused choice during the entire interview.

J. Where an attorney or employee representative is requested but cannot be present within four (4) hours of notification of the interview, the employee shall be required to obtain another employee representative or counsel within the above four (4) hour time frame. When an employee representative or counsel is present, they shall not have the right of cross examination.

ARTICLE 29: PROMOTIONS

Promotions shall be considered in the following manner:

A. CONDUCT OF EXAMINATIONS: All examinations shall be conducted in a manner which fairly tests the ability and capacity of those individuals admitted to the examination. The actual conduct of every examination shall be under the direction of a professional tester, free from interference or influence of any person. The Department of Human Resources, in consultation with the Chief of Police, shall select the professional tester who shall conduct all promotional examinations and grading thereof.

B. NOTICE OF PROMOTIONAL EXAMINATION: Whenever a vacancy arises, the Police Chief shall request the Department of Human Resources to post a notice of a promotional examination. In the request the Chief shali advise the Department of Human Resources of the materials to be covered on the examination. The City shall give notice sixty (G0) clays before the scheduled promotional examination. Such notice shall include the examination date, eligibility requirements, the areas which the examination will cover, and the sources from which the examination is drawn. The notice shall be posted on the departmental bulletin board.

C. ELIGIBILITY TO TAKE EXAMINATION: Each eligible employee wishing to take the examination shall so state in writing and submit same to the Department of Human Resources at least thirty (30) days prior to the examination. Applicants for both the Sergeant's and the Lieutenant's promotional examinations must apply on or before the application cut off date. No employee on probation shall be eligible to sit for the promotional examination. The Chief of Police shall post a list of those persons eligible to take the examination on the departmental bulletin board. Said list shall be posted at least twenty-five (25) days prior to the date of the examination.

ARTICLE 29: PROMOTIONS CONTINUED

If an employee who is determined ineligible wishes to challenge the eligibility determination, the employee may submit an appeal to the Department of Human Resources at least twenty (20) days prior to the date of examination. The decision of the Department of Human Resources shall be final.

1. Eligibility for Sergeant of Police: To be eligible to take the examination for sergeant of police, the candidate must meet the following criteria:

a. Prior to the date of the examination, the candidate must have three (3) years of continuous service as a sworn full-time Riviera Beach Police officer.

b. One hundred sixty (160) hours of career development courses, or a two (2) or four (4) year college degree in criminal justice or a related field from an accredited college.

c. The term "continuous service" when used in this Article means employment in the City's service without break or interruption, provided that absence on military leave, education leave (as long as the furthering of this education is to the benefit of the City), time off for vacation or sick leave or extension without pay of vacation or sick leave, or other leave of absence not to exceed ninety (90) days, shall not affect continuity of service. All employees who enter the armed services of the United States in any period of national emergency or who are called into service, and all employees who have been granted educational leaves, must resume re-employment with the City within thirty (30) days after his discharge, release from military service, or completion of the educational course.

ARTICLE 29: PROMOTIONS (CONTINUED)

Upon return to City service, the employee shall be reinstated to the position previously held by him and shall be entitled to receive salary at the rates to which he would have been entitled had his service with the City not been interrupted. When a person terminates his employment with the City for any reason, his continuity of service ceases. Should the person be rehired at a future date, employment begins as a new employee and benefits will be accrued as of the date of rehire. However, should an employee be rehired within six (6) months of his termination at the convenience and request of the City due to the needs for the employee's skills, full continuity of service less time of termination may bc granted with all benefits restored.

2 Eligibility for Lieutenant of Police To be eligible to take a examination for lieutenant of police, the candidate must meet the following criteria

a. Pnor to the date of the examination, the candidate must have eighteen (18) months of continuous service as a sworn police sergeant in the Riviera Beach Police Department arid satisfactorily completed the probationary period.

b. Two hundred forty (240) hours of career development courses or a four (4) year degree in police department management from an accredited college.

c. The term "continuous service" when used in this Article means employment in the City's service without break or interruption, provided that absence on military leave, educational leave (as long as the furthering of this education is to the

benefit of the City), time off for vacation or sick leave or extension without pay of vacation or sick leave, or other leave of absence not to exceed ninety (90) days, shall not affect continuity of service. All employees who enter the armed services of the United States in any period of national emergency or who are called into service, and all employees who have been granted educational leaves, must resume re-employment with the City within thirty (30) days after his discharge, release from military service, or completion of the educational course.

Upon return to City service, the employee shall be reinstated to the position previously held by him and shall be entitled to receive salary at the rates to which he would have been entitled had his service with the City not been interrupted. When a person terminates his employment with the City for any reason, his continuity of services ceases. Should the person be rehired at a future date, employment begins as a new employee and benefits will be accrued as of the date of rehire. However, should an employee be rehired within six (6) months of his termination at the convenience and request of the City due to the needs for the employee's skills, full continuity of service less time of termination may be granted with all benefits restored.

D. CANDIDATE MAY INSPECT EXAMINATION PAPER: Immediately following the examination and its grading, the employee may request a review of his examination paper with the professional tester. If an employee fails to request this review, the employee's test score shall be final. If after the review the professional tester does not agree to alter the answer(s) as suggested by the employee, the answer of the professional tester shall be final. Where an answer is changed based upon this review process, all employee examinations will be adjusted to reflect the correct answer. The decision of the professional tester under this section shall not be appealable or arbitrable.

ARTICLE 29: PROMOTIONS (CONTINUED)

E. NO MAKE-UP EXAMS: There will be no make-up promotional examinations.

F. PROMOTIONAL PROCESS: Candidates must obtain a minimum score of seventy percent (70%) on the written examination to be eligible for further consideration. Written promotional examinations shall be augmented by oral interview and staff evaluations. The oral interview shall be conducted by members of local law enforcement agencies, which shall include three (3) persons of the rank of lieutenant or captain, depending on the promotional level, under the supervision of the City's Director of Human Resources or designee. The average shall count up to fifteen (15) points towards the maximum of one hundred (100) points.

The respective weight given to written examinations. oral interviews and staff evaluations to determine the candidate's total rating shall be:

Written Examination:	50%
Oral Interview:	15%
Staff Evaluation:	35%

All aggregate score of seventy percent (70%) must be obtained to be promoted.

Staff evaluation shall be determined by averaging the assigned number of points to ratings as indicated below: Time period for eligible or deductible points for staff evaluation are based on date of the posting by the Human Resources Department of a list of employees eligible to sit for the test.

1. **PERFORMANCE EVALUATION FOR PAST TWO (2) YEARS AS TAKEN FROM PERSONNEL FILE:**

Unsatisfactory & Improvement Needed	0 Points
Satisfactory	1 Point
Excellent	3 Points
Outstanding	5 Points

ARTICLE 29: PROMOTIONS (CONTINUED)

Total Points - Average all evaluations within past two (2) years, assigning points to ratings as indicated above (Maximum 5 points).

Points:_____

2. EDUCATION AND TRAINING

Formal Education:

Master degree or higher	8 Points
Four-Year Degree or 120 semester hours	7 Points
Two-Year Degree or 60 semester hours	6 Points

Accredited schools (MSA, NASC, NCA, NEASC, SACS, WASC and those schools set forth in F.S. 941.22) as recognized by the U.S. Department of Education

Select highest achieved (Maximum 8 Points) Points:_____

Career Development Courses:

Through Advanced .(including FDLE Advance Course)	3 Points
Supervision(including formal FDLE Supervisor Course)	2 Points
Mid-Management (including FDLE Mid-Management Course)	3 Points

Select highest completed (Maximum 3 Points) Points:_____

Seminars and Short Courses:

Less than Eighty Hours	1/2 Point Each for a Maximum Total of 2 Point

Military experience 2 Points

3 years active duty or 5 years reserve with honorable discharge

Points: _____

ARTICLE 29: PROMOTIONS (CONTINUED)

3. COMMENDATION As determined and approved by the Chief of Police to include letters of commendation and awards signed by the Chief of Police or designee

To Five	1 Point
More Than Five	2 Points

Total Points: (Maximum 2 Points) Points:_____

4. SENIORITY

1 Point for each year of continuous service up to 10 (Credit shall be based upon satisfactory completion of a quarter of a year).

Total Points: (Maximum 10 Points) Points:_____

5. RESIDENCY

Candidates who live within the City of Riviera Beach shall be entitled to receive additional credit if said candidates resides within the city limits three (3) months prior to the announcement of said examination

Total Points: (Maximum 3 Points) Points: _____

TOTAL POINTS FOR STAFF EVALUATION POINTS:_____

6. DISCIPLINARY ACTION (WITHIN PAST TWO YEARS)

Written - Subtract ½ Point each	Points:_____
Suspensions:	
1 Day - Subtract 1 Point each	Points:
2-3 Days - Subtract 2 Points each	Points:_____
4-10 Days - Subtract 5 Points each	Points:_____
11-15 Days- Subtract 7 Points each	Points:_____
16 & Up - Subtract 10 Points each	Points:_____

If discipline is in the grievance process at the City Manager's level, the City Manager has 30 days from the date of the eligibility posting to respond. Decision of discipline shall be based on the City Manager's response to grievance.

'TOTAL POINTS TO BE SUBTRACTED: POINTS:_____

Points for Seminars and Short Courses (Maximum 2 Points) Points: _____

(Maximum 15 Points) Points: _____

The City shall give the employee at least seven (7) days notice that the employee's files will be reviewed by the board. It is the officer's responsibility to verify that all of the documents should be credited to the employee are in employee's file kept by the Police Department and the employee's file kept in the Human Resources Department prior to the review of employee's file by the board.

GRAND TOTAL (Maximum 35 Points): POINTS: _____

The employee's personnel file shall be reviewed by the Chief, two (2) staff officers, and one (1) lieutenant of the Riviera Beach Police Department to evaluate the perfoimance record of the employee. This will count up to thirty-five (35) points towards maximum of one hundred (100) points.

G. ELIGIBILITY LISTS: The City shall post the eligibility lists required from this testing procedure, with persons with the highest point total listed first. In the event there are five (5) or more names on the list, the Chief must choose one (I) of the top five (5) and not necessarily in the order of standing. If there are less than h e (5) names on the list, the Chief may choose one (1) name or reject all. If there is one (1) or more names on the list, the Chief may choose to accept or reject the individual (as per Section 15-10 of the City Code of Ordinance). In each instance, the Department shall forthwith deliver to the I.U.P.A. the names of the persons selected for promotion and their number on the eligibility list. Eligibility lists shall remain valid for twelve (12) months from the date of posting of the list.

ARTICLE 29: PROMOTIONS (CONTINUED)

All promotic/;-,a! processes shall be initiated when a vacancy occurs. The City shall then test and promote as previously stated in this Article to any open position until the list is exhausted.

H. JURISDICTION IN AREAS OF APPEAL: The City of Riviera Beach and the I.U.P.A. shall have jurisdiction in all areas of appeal and grievances in regards to the examination.

I. The professional judgment of any person or entity engaged in this process shall not be grievable or arbitrable.

ARTICLE 30: HOLIDAY COMPENSATION TIME

The City shall allow accumulated compensation time for each employee requesting compensation time instead of paid overtime for holidays.

The holiday compensation days will not be taken in conjunction with vacation time unless a specific waiver is approved by the Chief of Police or his designee.

Only seven (7) holiday compensation days can be taken at one time and only seven (7) compensation days can be taken over to the next year.

Any compensation time request shall be at the discretion of the Police Chief or designee. No more than seven (7) days can be accumulated at any one time. If the employee is eligible for any additional days the employee will either be paid at the rate of double time and one half the employee's normal hourly rate or the employee will be allowed time off at the employee's request subject to the discretion of the Police Chief or designee.

ARTICLE 31: SICK TIME

A. Employees who have satisfactorily completed six (6) months of their probationary period, shall earn one (1) day of sick leave for each month of continuous services, commencing the first of the month following their probationary period, with no limitations on maximum accumulated days.

B. Employees who have satisfactorily completed six (6) months of their probationary period, and who incur a non-duty sickness or disability shall receive sick leave as accrued with full pay. Such sick leave shall be charged against the employee's accrued sick leave. Duty related sickness, injuries or disabilities which are determined to be covered by worker's compensation, shall not be charged to the accumulative sick leave of the employee.

C. Employees shall be paid fifty percent (50%) of any unused sick leave days, up to one hundred thirty-two (132) clays: upon termination of employment, for other than disciplinary reasons. Kegular full time employees with fifteen (15) years or more service shall be paid one-hundred per cent (100%) of any unused sick leave days, up to one hundred thirty-two (132) days. upon termination of employment, for other than discharge. Such sick leave payment shall be at the employee's current regular rate of pay.

D. If an employee who has satisfactorily completed his/her probationary period is discharged for cause, the employee will not receive any compensation for unused accrued sick leave.

E. Absence for any three (3) consecutive working days shall require a doctor's certificate upon returning to work. Such certificate shall specify the medical reason why the employee was absent from his/her regular duries and was unable to perfonn work.

ARTICLE 31: SICK TIME (CONTINUED)

F. Whenever, in the judgment of the Police Chief or designee, sick leave may appear to be abused, or where any employee regularly uses his/her sick leave as it is earned, the employee requesting such sick leave may be required to furnish competent medical proof for such absence. Prior to sick leave pay being granted, a conference will be held with the Police Chief or designee. Such competent medical proof shall include a physician's statement attesting to the employee's inability to perform work on the day(s) of absence and the medical reason for such.

The definition of abuse shall include but not be limited to, when an employee consistently takes sick days before or after their regular days off, or sets a pattern of taking certain days off each month

G. Abuse of sick leave, or a false claim for sick leave, may be considered cause for disciplinary action.

H. An employee who is absent from work shall notify the Police Chief of such absence. If possible, the absence should be reported pnor to the start of any scheduled shift

I. Failure on the part of the employee to timely notify the department of any absence for which sick leave is claimed, and/or failure to provide medical documentation in a form and manner acceptable to the department, shall result in a denial of sick leave.

ARTICLE 31: SICK TIME (CONTINUED)

J. Any employee accruing at least thirty (30) days of sick leave at the beginning of a fiscal year, may elect to be paid for six (6) days accrued during the subsequent year provided at the end of the subsequent year the employee has at least thirty (30) days in his/her sick leave account. This selection must be made in October. Payment will be at the employee's current rate of pay as of date paid and will not be affected by any subsequent adopted retroactive pay increase. The remaining days shall be added to the employee's sick leave accrual account.

K. Any employee who has accrued at least sixty (60) clays sick leave at the beginning of a fiscal year may elect to be paid for nine (9) clays accrued during the subsequent year provided at the end of the subsequent year the employee has at least sixty clays in his/her sick leave account. The selection must be made in October. Pay will be at the employee's current rate of pay as of date paid and will not be affected by any subsequently adopted retroactive pay increase. The remaining days shall be added to the employee's sick leave accrual account.

L. Any employee employed at the beginning of the fiscal year, and who has accrued less than thirty clays of sick leave. may elect to be paid for three (3) days of accrued leave In order to elect to be paid, the employee must not have used more than two (2) clays of sick leave in the preceding year. The election must be made in October-. Payment will be at the employee's current rate of pay as of date paid and will not be affected by any subsequently adopted retroactive pay increase

ARTICLE 32: LOCKER SPACE

The City shall allow one (1) standard size police locker within the confines of the Police Department for International Union of Police Association Property.

ARTICLE 33: BREATHALYZER OPERATORS

Breathalyzer operators shall be compensated at a rate of time and one half their regular rate of pay at a minimum of two (2) hours, for each time called out to administer a test.

The City shall pay six (6) hours at time and onc-half for each breathalyzer operator who attends the mandatory annual refresher course when off duty.

ARTICLE 34: WAGES

Effective upon ratification, employees will, on their anniversary date, advance to the next step based on their annual evaluation. The City shall retroactively advance employees to the next step based on employee's annual evaluation. To be eligible for retroactivity, an employee's anniversary date must have been between October 1, 2008 and the date the contract is ratified by the parties. A lump sum will be given for any amount exceeding the maximum. (See Appendix A for pay grade)

Any pay increase after October 1, 2009, are subject to the pal-ties agreeing to same and if no agreement is reached, the employee's salaries will remain frozen at their September 30, 2000 rate until a new contract is reached.

Employees who are of the opinion that their evaluation is inappropriate, may file an appeal to the Chief of Police. The Chief of Police's decision. shall be final. The performance evaluation shall not be grievable to arbitration.

Employees who are rated unsatisfactory during any contract year, will not be eligible for advancement.

Employees who are of the opinion that their evaluation is inappropriate, must submit a written request to their evaluating supervisor to contest their rating within ten (10) working days after receiving their evaluation. The written request shall set forth the specific reasons for the objection along with any necessary documentation. The supervisor has ten (10) working days to

review the objection and resolve the issue. If the employee is not satisfied by the resolution, the employee may appeal by one (1) of the following two (2) procedures:

(1) If the employee received an unsatisfactory rating, the employee shall set forth in writing, the steps taken to improve the performance after advised by the supervisor. Unless improvement was made by the employee, the unsatisfactory rating may be appealed. The employee shall submit the appeal in writing to the Chief of Police within five *(5)* working days from the date the employee received the evaluator's denial of the employee's objection to the evaluation. The Chief of Police may take one of the following three (3j actions:

(a) Advise supervisor to re-evaluate employee with a minimum score of satisfactory

(b) Reject the employee's appeal

(c) Schedule a meeting with the employee and the evaluator to present their respective arguments

An employee who receives an unsatisfactory rating may request a re-evaluation within six (6) months after receipt of an unsatisfactory rating.

If the employee receives a satisfactory rating or above, the employee's salary shall be adjusted to the new salary effective on the date of the new rating.

ARTICLE 34: WAGES CONTINUED

(2) If the employee received a satisfactory evaluation rating or above, the employee shall set forth in writing, the specific reasons for the objections along with documentation to the Chief of Police within five *(5)* working days from the date the employee received the evaluator's denial of the employee's objection. The Chief of Police may take one of the following three (3) actions:

(a) Advise the supervisor to change the evaluation to a higher score;

(b) Reject the employee's appeal.

(c) Schedule a meeting with the employee and the evaluator to present their respective arguments.

The following procedure will be adhered to for presentation of the parties respective positions. The presentation will be limited to one (1) hour of discussion. A decision will be rendered at the conclusion of the presentation. An I.U.P.A. representative may be present to assist in the presentation. The decision of the Chief of Police shall be final on the performance evaluation and shall not be grievable to arbitration.

This provision does not apply to probationary police officers

Pay days will be bi-weekly on Friday. Bi-weekly is defined as every two (2) weeks. In the event pay day falls on a holiday, the City shall have the discretion to pay employees on the day before or the day after the holiday.

ARTICLE 35: ATTENDANCE AT MEETINGS

'The City will provide the option of direct deposit to all employees upon institution of the bi-weekly pay days.

The President, or such designated official of the I.U.P.A. shall be allowed time off without loss of pay from his regular employment, when necessary, to attend official meetings of the City Council, Police Pension Board and Civil Service Board. The President or designated official of I.U.P.A. will bc allowed time off when he has been notified by the office of the City Manager or designee that matters affecting the terms and conditions of employment of the employees of the Police Department are on the agenda of said meeting. Officers of the I.U.P.A. shall be allowed time off without loss of pay to handle grievance and arbitration matters.

ARTICLE 36: TIME POOL

A. The City shall recognize a time pool to be used by the I.U.P.A. as essential to conduct I.U.P.A. business. This time may be used by the President and/or designee. The President or designee will notify the City as to whom, what, why, when, and where this time will be used for the purpose of City bookkeeping.

Whenever possible, the I.U.P.A. shall provide reasonable notice of time pool requests. The Chief of Police or designee may refuse a request for time in the event of a manpower shortage.

B. The City shall credit the time pool with eight (8) hours compensation time for each employee covered by the bargaining unit at the beginning of the fiscal year (October I). The I.U.P.A.shall notify the City before August 1 of its intentions for the next fiscal year.

C. If the I.U.P.A. does not choose to utilize the time pool in this Article, the compensation time in any given year, the employee shall be given the eight (8) hours coinperisation time oft' on his/her birthclay. Further, if the employee's birthday falls on his/her day off, then the eight (8) hours compensation time must be taken either the day before or the day after the employee's birthday.

D. The union time pool is suspended, however, those hours in the pool are available for use by the union as outlined in this Article. No new hours shall be granted to the union without further negotiations with the City.

ARTICLE 37: RULES OF CONSTRUCTION

It is agreed and understood that this Agreement constitutes the whole Agreement between the parties and notwithstanding any other terms or provisions of this Collective Bargaining Agreement. It is expressly agreed that this Collective Bargaining Agreement shall not in any of its parts be construed by any arbitrator or court in any way which supersedes or preempts applicable laws.

ARTICLE 38: TOTAL AGREEMENT

The duration of this Agreement shall be for a term of three (3) years. The effective date of this Agreement shall be from October 1, 2005 to September 30, 2008.

ARTICLE 39: PROVISIONS IN CONFLICT WITH LAW

If this Agreemect or any provision, sections, subsections, sentence, clause, phrase, or word of this Agreement is in conflict with any law, as it is finally determined by a court of competent jurisdiction which had presented to it the issue of conflict as it may pertain to this Agreement, that portion of the Agreement in conflict with said law or ordinance or resolution or court interpretation of law shall be null and void and subject to renegotiation. But the remainder of the Agreement shall remain in full force and effect with it being presumed that the intent of the parties herein was to enter into the Agreement without such invalid portion or portions.

ARTICLE 40: PRODUCTIVITY

A. The International Union of Police Association and the City recognize that the citizens of Riviera Beach are entitled to receive services at the highest possible level, subject to budget limitations. Therefore, the I.U.P.A. pledges that it will actively promote and encourage employees to increase their productivity and raise their individual level of service in order to provide and maintain the delivery of services at the highest possible level.

B. The I.U P.A agrees that all employees shall comply with all Police Department rules and regulations, including those relating to conduct and work performance

C. The I.U.P.A. shall certify in writing to the City Manager, within three (3) days from the signing of this Agreement, what steps it has taken to comply with its responsibilities as described in A and B above.

ARTICLE 41: REDUCTION OF ABSENCES

A. When the total number of absences incurred by the members of the bargaining unit are reduced below the number of abscnces stated in Section B, the City shall pay a bonus to each employee equal to a proportionate share of the value of overtime saved as a result of absences reduced.

The actual amount of monies to be divided among the employees shall be equal to fifty percent (50%) of the value of the overtime saved as a result of absence reduced from the numbers indicated in Paragraph B

In order to be eligible to participate in the sharing of the bonus, the employee must have been employed by the City for the time period beginning October 1, 1983, through September 30. 1984

B. The number of absences stated on which the reduction of' absences shall be based, will be equal to the total number of absences incurred by members of the bargaining unit during the period from October 1, 1982 through September 30, 1983.

C Following September 30, 1984, and prior to December 31, 1984, the total absences for the fiscal year, October 1, 1983-Septeinbcr 30, 1984, will be compared with the total number of absences for the fiscal year, October 1, 1982 - September 30, 1983.

D. Between September 30th and December 31st of each year, the total absences for the preceding fiscal year, October 1st through September 30th, shall be compared with the total number of absences for the fiscal year preceding the recently terminated fiscal year, i e , base year It is the intent of the parties that this section reach a similar result as found in Section C

ARTICLE 41: REDUCTION OF ABSENCES (CONTINUED)

E. If the number of employees increases or decreases from the base fiscal year to the recently terminated fiscal year, an appropriate proportionate adjustment will be made in the comparison.

F. The bonus payment, if any, paid, to the employee, shall be made no later than December 31st.

ARTTCLE 42: MISCELLANEOUS

A. The City and the I.U.P.A. acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals, with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements amved by the parties after the exercise of that right and opportunity are set forth and solely embodied in this Agreement.

The City and the I.U.P.A. agree that all negotiable items that should or could have been discussed during negotiations leading to this Agreement, were discussed. Therefore neither party shall be obligated to negotiate or bargain collectively with respect to any subject or matter, whether referred to herein or not, except as otherwise specifically required in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both the parties at the time they negotiated or signed this Agreement.

B. The terms and conditions of this Agreement may be altered? changed, added to, deleted from, or modified only through the voluntary mutual written consent of the parties.

C. This Agreement shall supersede any ordinances, regulations, or practices of the City, promulgated and adopted by the City Council, which are in direct conflict with the terms and/or conditions of employment contained herein.

D There shall be no benefits implied or otherwise, accruing to the benefit of the bargaining unit or the members thereof; except those benefits as herein expressly provrded.

ARTICLE 43: DEFINITIONS

A. Employee: The term "employee," when used herein after in this Agreement, shall refer to all employees represented by the-International Union of Police Association in the bargaining unit.

All reference to employees in this Agreement designate both sexes, and whenever the male gender is used, it shall be construed to include both male and female employees.

B. City: The City of Riviera Beach, Palm Beach County, Florida, its administrative representative(s) or agent(s).

C. City Council: The legislative body of the City of Riviera Bench. Palm Reach County, Florida.

D. City Manager: The City Manager of the City of Riviera Beach, Palm Beach County, Florida, or designated representative.

E. PERC. The Florida Public Employee's Relations Commission.

F. Management: The term "management" as used in this Agreement shall refer to the City Manager, department and assistant department heads and any other persons designated by the City Manager.

G. Public Employee's Relations Act (PEKC): Florida Statutes, Chapter 447, Part 2.

H. Doctor's Certificate: A physician's statement attending to the medical reason which rendered the employee unable to perform work on the days claimed for sick leave.

ARTICLE 43: DEFINITIONS (CONTINUED)

I. Administrative Leave: The period of time during which a member or employee is relieved from duty with or without pay by the authority of the Department Head and approval of the City Manager.

ARTICLE 44: DENTAL INSURANCE

The City shall provide and pay for full cost of the regular full time employee's dental insurance coverage.

ARTICLE 45: HEALTH INSURANCE

A. The City agrees to provide all eligible employees in the-unit with a health plan which the City shall pay the full premium for employee. Any health plan coverage elected by the employee fur dependant(s), shall be paid for by the employee.

LIFE INSURANCE

B. The City hereby agrees that all eligible employees in the unit will be provided life insurance coverage in an amount equal to $40,000. Employees will also have the option to purchase at their expense, $40,000 of additional life insurance.

ARTICLE 46: PENSION

All police officers may retire after twenty (20) years of credited service regardless of age under normal retirement. Average final compensation shall be based upon the two (2) highest years of his/her last ten (10) years of contributing service prior to retirement, termination or death, whichever occurs first. This proposal shall become effective upon the adoption of a pension ordinance by the City Council. The officers shall be eligible to receive one hundred percent (100%) of their sick time up to one hundred thirty two (132) days and one hundred percent (100%) of their vacation time not to exceed two (2) times the maximum accrual. It is the express intention and understanding of the parties that any previous retirement plan contained in a collective bargaining agreement is hereby null and void.

ARTICLE 47: DRUG TESTING

I. PURPOSE: The purpose of this directive is to provide procedural guidelines for random drug testing.

II. DTSCUSSTON: The Riviera Beach Police Department recognizes that alcohol and drug abuse are p rvasive in our society. The department acknowledges that the work place is not exempt from the use of abuse of such substances. Alcohol and drug abuse is seen as harmful and a threat to department employees and the service population. Moreover, the illegal use of controlled drugs is a criminal act that directly threatens the integrity and value of the department. The department intends to reduce or deter this harm by adopting and maintaining a drug-free work place policy and program, as established under the guidelines of the Drug-Free Work Place Act, Florida Statutes, Chapter 112.0355.

III. SCOPE: To all sworn officers of the Riviera Beach Police Department, to include the present authorized sworn positions

IV. DEFINITIONS:

A. Drug: Alcohol, including distilled spirits, wine, malt beverages and intoxicating liquors: amphetamines; cannabinoids; cocaine; phencyclidine (PCP); hallucinogens; methaqualone; opiates; barbiturates; benzodiazephines; synthetic narcotics; designer drugs; or a metabolite of any of the substances listed herein.

B. Drug Test: Any chemical, biological or physical instrumental analysis administrated for the purpose of determining the presence or absence of a drug or its metabolites.

C. Except where the context otherwise requires, all other definitions used in the Drug-Free Work Place Act, Florida Statutes, Chapter- 112.0455 are applicable.

ARTICLE 47: DRUG TESTING (CONTINUED)

V. POLICY:

A. It is the policy of this department to hire and continue to employ those who are free from the use of illegal drugs and abuse of alcohol either on or off duty. The illegal possession, use, sales and distribution of controlled substance, on or off duty by any employee, is not tolerated.

B. Any sworn employees of the Riviera Beach Police Department must, at random, submit to a chemical drug test, selected by the use of computer, coordinated by the Staff Inspection Sergeant.

C. The procedures to implement this policy seek to balance employee privacy with the department's legal responsibility and right to establish and maintain a safe and drug-free work environment. While the clepartment's intentions are to deter and prevent substance abuse and the use of illegal drugs, the department will, where possible and appropriate, provide to employees the means to obtain information about the treatment for alcohol and drug dependency.

D. Any employee determined to be in violation of this policy is subject to disciplinary action, up to and including termination even for the first offense.

E. In order to more effectively identify and eliminate illegal drug use and substance abuse, and to ensure an employee's fitness for duty as a condition of continued employment, the following additional drug tests may be administered:

ARTICLE 47: DRUG TESTING (CONTINUED)

1. Reasonable Suspicion Testing - Any sworn employee of the Riviera Beach Police Department must submit to Reasonable Suspicion Testing, as defined in the Florida Drug-Free Work Place Act, Florida Statutes 112.0455 (5)(j) when: (1) a superior officer has a reasonable suspicion, based on objective factors, that the employee, while on or off-duty, is under the influence of, has possession of, or is using, dispersing, any illegal drug or controlled substance not prescribed by a licensed physician; or (2) a superior officer has a reasonable suspicion, based on objective factors, that the employee is under the influence of alcohol while on duty.

Reasonable suspicion drug testing shall not be required except upon the recommendation of a superior officer arid a superior officer who is at least one level of supervision higher than the immediate superior officer of the employee in question.

2. Routine Fitness-for Duty Testing - The department may require any sworn employee to submit to a drug test, if the test is conducted as part of a routinely-scheduled employee "Fitness for Duty" medical examination, that is part of the department's physical fitness program, or that is scheduled routinely for all sworn employees.

VI. THE ORDER:

A computer program will be constructed based upon social security or officer identification numbers of all sworn employees. A number will be selected for the quantity of drug screens to be performed. The computer program will randomly select an equal quantity of identification numbers. These numbers wili then bc placed back into the active pool of identification numbers in the program.

ARTICLE 47: DRUG TESTING (CONTINUED)

VII. METHODOLOGY:

A. The random drug screening program shall be administered by a laboratory that is licensed and approved by the Department of Wealth and Rehabilitative Services, using criteria established by the National Institute on Drug Abuse.

B. All testing will be clone during the hours of 8:00 a. m. to 5:00 p. rn., Monday through Friday, at the approved lab. If identification number(s) are selected and the officer(s) are not on duty, then that number will be returned to the pool and another identification number will be selected that corresponds with the days and hours of testing.

C. The Police Department's random drug screening program shall test for alcohol and the following controlled substances:

Amphetamines
Barbituates
Benzodiazephines
Cocaine
Cannabinoids
Methaqualone
Opiates
Phencyclidine (PCP)
Alcohol (BLOOD)
Steroids

The following guidelines have been established in conjunction with standards developed by the U.S. Department of Health and Human Services.

ARTICLE 47: DRUG TESTING (CONTINUED)

VIII. PROVIDER QUALIFICATIONS:

A. The provider must have a qualified individual to assume professional, organizational, educational, and administrative responsibilities for the laboratory's unne drug testing facility. 'This individual shall be engaged in and responsible for the day-to-day management of the drug testing laboratory

Certification as a laboratory director by the State forensic or clinical laboratory toxicology; or a Ph.D. in one of the natural sciences with an adequate undergraduate education in biology. chemistry, and pharmacology or toxicology; or training and experience comparable to a Ph.D. in one of the natural sciences, such as medical or scientific degree with additional training and laboratory/research experience in the biology, chemistry, and pharmacology or toxicology; and

Experience in analytical forensic toxicology, including experience with analysis of biological material for drugs of abuse; and

Training and/or experience in forensic application of analytical toxicology, e.g. publications, court testimony, research concerning analytical toxicology, of drugs of abuse of other factors which qualify the individual as an expert witness in forensic toxicology.

B. The provider must have a qualified individual to review the standards, control specimens, and quality control data together with the screening and confirmation test results; a licensed technologist supervisor and licensed technicians (all licensed by the State of Florida). A phlebotomist must be available to draw blood specimens.

ARTICLE 47: DRUG TESTING (CONTINUED)

C. All tests shall be conducted in a licensed facility, operated by the provider or at such facility subsequently agreed to by the City and the provider. Laboratory facility must be currently licensed by the Florida Department of Health and Rehabilitative Services, (HRS) or HRS/NIDA Ref: Rules 10E- 18.006 Fla. - Admin. Weekly, Vol. 17, No. 22, May 31, 1991 Initial Screen GCMS must be performed at the same facility.

Federal and State Inspections:

Volumetric pipettes and measuring services shall be certified for accuracy or be checked by gravimetric, calorimetric, or other verification procedure. Automatic pipettes and dilutors shall be checked for accuracy and reproducibility before being placed in service and checked periodically thereafter.

There shall be written procedures for instrument setup and normal operation, a schedule for checking critical operating charactenstics for all instruments, tolerance limits for acceptable function checks and instructions for major trouble shooting and repair. Records shall be available on preventive maintenance.

There shall be written procedures for the actions to be taken when systems are out of acceptable limits or errors are detected. There shall be documentation that these procedures are followed and that all necessary corrective action are taken. There shall also be in place systems to verify all stages of testing and reporting and documentation that these procedures are followed.

ARTICLE 47: DRUG TESTING (CONTINUED)

D. The provider's facility must have a quality assurance program which encompasses all aspects of the testing process: specimen acquisition, chain of custody security and reporting results, in addition to the screening and confirmation of analytical procedures. Quality control procedures will be designed, implemented and reviewed to monitor the conduct of each step of the process. The provider's facility must meet or exceed standards established by the Department of Health and Human Services.

E. The provider must have experience in handling toxicology specimens (both urine and blood) and provide a well documented chain of custody for all tests

F. The provider must have a procedure manual which includes the principle of each test, preparation of reagents, derivation of result, linear-ity of methods, sensitivity of the methods, cutoff values, mechanisms for reporting results, retneclial actions to be taken when the test systems are outside of acceptable limits, reagents and procedures and dates on which they are in effect shall bc maintained as part of the manual.

G. The provider shall maintain documentation of all aspects of the testing process. The required documentation shall include personnel files on all individuals authorized to have access to specimens; chain of custody documents; quality assurance/quality control records; procedure manuals; all test data (including calibration curves and any calculations used in determining test results); reports, perfonnance records on performance testing performed on certification inspections; and hard copies of computer-generated data. The provider shall not dispose of any such records or documents without receiving written consent from the City.

H. The provider shall designate a program manager who will be responsible for program coordination and to provide a single point interface between the purchaser and the provider on all matters concerning the contract.

IX. SPECIMEN COLLECTION PROCEDURES:

A. Chain of Custody: A chain of custody standardized form shall be properly executed by any authorized collection site personnel upon receipt of specimen. Handling and transportation of urine and/or blood specimen from one authorized individual or place to another shall always be accomplished through chain of custody procedures. Every effort shall be made to minimize the number of persons handling specimen.

B. Integrity and Identity of Specimen: The laboratory shall take precautions to ensure that a urine specimen not be adulterated or diluted during the collection procedure, and that information on the urine bottle and in the record book can identify the individual from whom the specimen was collected. The following minimum precautions shall be taken to ensure that unadulterated specimen are obtained and correctly identified:

1. When an individual amves at the collection site, the collection site person shall request the individual to present photo identification. If the individual's identity can not be established, the collection site person shall not proceed with the collection.

2. The individual shall be instructed to wash and dry his or her hands prior to urination.

ARTICLE 47: DRUG TESTING (CONTINUED)

3. After washing hands, the individual shall remain in the presence (to mean control), of the collection sire person and shall not have any access to any water fountain, faucet, soap dispenser, cleaning agent or any other materials which could be used to adulterate the specimen.

4. The collection site person shall instruct the individual not to flush the toilet until the specimen has been given to the collection site person.

5. The individual shall be given a wrapped, sterilized container for the collection of urine to be tested.

6. The individual may provide their specimen in the privacy of a stall or otherwise partitioned area that allows for privacy. Fed. Reg. Vol. 53, No. 224, pg. 47007. Temperature, measurement (p.h. observation and specific gravity are done to insure against adulteration of the sample and obviate the need for direct observation.

7. Collection site person shall note any unusual behavior and record it in the log.

8. Upon receiving the specimen from the individual, the collection site person shall determine that it contains at least 50 milliliters of urine. If there are fewer than 50 milliliters of urine in the container, additional urine shall be collected in a separate container to reach a total of 50 milliliters. The individual may be given a reasonable amount of liquid to drink for this purpose (e.g., a glass of water). If the individual fails for any reason to provide 50 milliliters of urine or if the individual fails to appear at the collection site at the assigned time, the collection site person shall notify the Staff Inspection Sergeant.

ARTICLE 47: DRUG TESTING (CONTINUED)

9. After the specimen has been provided and submitted to the collection site person, the individual shall be allowed to wash his or her hands.

10. Immediately after the specimen is collected, the collection site person, in the presence of the individual, shall inspect the specimen to determine its color and look for any signs of contaminants. Any unusual findings shall be noted in the permanent record book.

11. All specimens suspected of being adulterated shall be forwarded to the laboratory for testing.

12. Both the individual being tested and the collection site person shall keep the specimen in view at all times prior to it being sealed and labeled. If the specimen is transferred to a second bottle, the collection site person shall request the individual to observe the transfer of the specimen and the placement of the tamper-proof seal around the bottle.

1 The collection site person shall place securely on the bottle an identification label which contains the date, the individual's specimen no., and any other identifying information.

14. The individual shall initial the identification label on the specimen bottle for the purpose of certifying that it is the specimen collected from him or her.

15. The collection site person shall enter in the permanent record book all information identifying the specimen. The collection site person shall sign the permanent record book next to the identifying information.

16. The individual shall be asked to read and sign a statement in the permanent record book certifying that the specimen identified as having been collected from him or her is, in fact, that specimen that he or she provided.

17. Both the individual being tested and the collection site person shall keep the specimen in the view at all times prior to sealing (Fed. Reg. Vol. 53, No. 244, pg. 47008).

18. While any part of the above chain of custody procedures is being performed, it is essential that the urine specimen and custody documents be under the control of the collection site person. If the involved collection site person leaves his or her work station momentarily, the specimen and custody form shall be taken with him or her or shall be secured. After the collection site person returns to the work station, the custody process will continue. If the collection site person is leaving for an extended period of time, the specimen must be secured before he or she leave the site.

NOTE: With regard to blood specimen, the collection site person and the individual shall be present at the same time during procedures outlined in paragraph 6 and 18.

X. LABORATORY ANALYSIS PROCEDURES:

A. Security and Chain of Custody: The drug testing laboratory shall bc secured at all times. Sufficient security measures to control access to the premises and to ensure that no unauthorized personnel handle specimen or gain access to the laboratory processes or to areas where records are stored, must be in place. Access to these secured areas shall be limited to specifically authorized individuals whose authorization is documented.

ARTICLE 47: DRUG TESTING (CONTINUED)

Laboratories shall use chain of custody procedures to maintain control and accountability of specimen from receipt through completion of testing, reporting of results, during storage, and continuing until final disposition of specimen. The date and purpose shall be documented on an appropriate chain of custody form each time a specimen is handled or transferred, and every individual in the chain of command shall be identified. Accordingly, authorized technicians shall be responsible for each urine specimen or aliquot in their possession and shall sign and complete chain of custody forms for those specimens or aliquots as they are received.

B. Receiving: Specimen bottles will normally be retained within the laboratory's accession area until all analyses have been completed. Aliquots and the laboratory's chain of custody forms shall be used by laboratory personnel for conducting initial and confirmatory tests.

1. Short-Term Refrigerated Storage: In the event a specimen does not receive a11 initial test on the day of receipt, it shall be placed in a secure refrigeration unit. The temperature shall not exceed 6 degrees Celsius. Emergency power equipment shall be available in case of prolonged power failure.

2. Specimen Processing: Quality control consistent NIDA and HRS/NIDA certifications. (Fed. Register Vol. 153, No. 224, pgs. 47011-4470120).

C. Initial Test: The initial test shall be perfonned using an immunoassay method as agreed upon between the provider and the City. The following initial cutoff shall be utilized when screening specimens:

ARTICLE 47: DRUG TESTING (CONTINUED)

Screening	Gas Chromatography		
Cut-off	Mass Spectrometry		
Level	Confirmation		
Drug (NG/ML)	NG/ML		
Amphetamines	1000	500)	
Cannabinoids (THC)	100	15)	
Cocaine 300	150)	NIDA CUTOFF	
Opiates 300	300)	LEVELS	
Phencyclidine (PCP)	25	25)	
Barbiturates 300	200)		
Benzodiazephines	300 300)		
Methaqualone 300	300)		
Alcohol (BI OOD)	0.04 Grains %		

NOTE: These cutoff levels are subject to revision. The laboratory must be able to document its performance at a specified cutoff level by the use of quality control, both open and blind.

If a positive initial test result is consistent with prescribed or over the counter medication listed by an employee of the City of Riviera Beach and/or Consulab Consent Form, then that information should be specified on the toxicology report

D. Confirmatory Test: All specimens identified as positive on the initial test for current employees shall be confirmed using Gas Chromatography Mass Spectrometry (GCMS) or a better testing method as agreed between the provider and the City. All confirmations for cannabinoids and cocaine metabolites shall be by quantitative analysis. For all other drugs, the confirmatory test shall detect the confirmed presence of a substance

E. Blood Alcohol Screening Blood Alcohol Screening shall be done upon request. Cham of Custody requirements will be the same as for urine specimen.

ARTICLE 47: DRUG TESTING (CONTINUED)

All blood alcohol results shall be reported as gramslpercent. Confirmation testing of blood specimen shall be performed utilizing enzymatic methods of quantitative alcohol measurement approved by the Florida State Department of Health and Rehabilitative Services (HRS) and/or agreed upon by the City.

F. Testimony: Personnel involved in the administration of drug screens as required by the City of Riviera Beach or court must testify on behalf of the City in case of a Civil Service hearing lawsuit, or similar proceedings, relative to testing procedures and/or chain of custody. Qualified laboratory personnel must also be available to meet with City representatives to discuss testimony related to the aforementioned proceedings.

G. Time Requirements: During Police Random screens, initial screen must be completed within 24 to 48 hours. All initial screens testing positive must be confirmed by GCMS. NO POSITIVE INITIAL SCREEN RESULTS WILL BE ISSUED.

H. Storage of Specimen: The lab shall store positive specimen for a minimum of two (2) years, Ionger upon request, or if involved in litigation; negative specimens must be stored for a minimum of ninety (90) days.

I. Reporting Results: Results must be available within 24 to 48 hours of test. Written test results shall be delivered by person/persons designated by the City, within the aforementioned time frame, Monday through Friday. Verbal results will be released only to authorized persons and may require re-initiation of a phone call. Secured fax machines only, if facsimile is stipulated.

ARTICLE 47: DRUG TESTING (CONTINUED)

Negative results on the confirmatory test shall be reported as negative. Only specimens confirmed positive shall be reported for a specific drug.

A quarterly statistical summary of drug testing shall be provided to the department's Staff Inspection Sergeant. The summary shall contain the following information:

1. Initial Testing:

   Number of specimens received:

   Number of specimens reported out:

   Number of specimens screened positive for:

   - Amphetamines
   - Barbiturates
   - Benzodiazephines
   - Cocaine Metabolites
   - Cannaboids
   - Methaqualone
   - Opiates
   - Phencyclidine (PCP)

J. Special requirements for random drug testing (sworn personnel - Police Department).

1. Must be able to test up to twenty (20) officers quarterly, Monday through Friday, and be able to schedule collection site personnel by 8:00 a.m.

2. Must offer the choices of either blood or urine to be used as a sample given for the test.

3. All containers must be sterilized and individually packaged.

ARTICLE 47: DRUG TESTING (CONTINUED1

4. Must keep a portion of the sample received in the event a second test has to be performed. Initial sample divided into two (2) separate containers. Second half of initial sample to be used only when employees who tested positive does not elect to provide any additional sample.

5. Sample will be tested and reported within 24 to 48 hours on an initial negative test and within 72 hours for a positive, confirmed positive test. (GCMS confirmation).

6. Must test all samples using an initial screening test and confirming all positive using the Gas Chromatography Mass Spectrometry (GCMS) or better testing.

7. During 180 day period after written notification of a positive test result, the employee who has provided the specimen shall be permitted by the employer to have a portion of the original specimen retested at the employee's expense. Such retesting shall be done at another HRS/NIDA licensed laboratory chosen by the employee or job applicant. Second laboratory must test at equal or greater sensitivity and first laboratory is responsible for transfer and integrity of sample. (Division of Worker's Comp. Rule 38F, pg. 13).

ARTICLE 47: DRUG TESTING (CONTINUED):

8. All samples which test positive will be kept under chain of custody condition until all administrative or judicial proceedings are over.

9. Chain of custody must be proved by the following means:

a. Witness' signature serves to verify that employee/applicant and collection site person and sample were in view at all times.

b. Person witnessing via signature on COC form is attesting to this.

c. Following prescribed chain of custody procedures outlined in the Federal Register and arc part of a documentation package.

d. Same 3s "C".

e. Be able to document who received sample, and what happened to it.

f. Be able to document who retested sample, and how the technician received the sample.

g. Be able to prove samples kept in a secure location.

h. Be able to prove that the test results are of the sample in question.

ARTICLE 48: AMERICANS WITH DISABILITIES ACT

The Union and the City acknowledge the duty of the City to comply with the requirements of the Americans with Disabilities Act (ADA). The Union agrees that the City does not violate the terms of this Agreement when the employer complies with the requirements of the ADA by making reasonable accommodations for an employee with a disability or where the employer otherwise changes wages, hours or other working conditions for a disabled employee.

Nothing herein prevents the City from meeting with the employee to discuss the employee's disability and ways to make reasonable accommodations based upon the employee's disability.

ARTICLE 49: EMPLOYEES UNABLE TO PERFORM JOB DUTIES FOLLOWING ON-THE-JOB INJURY/JOB-RELATED ILLNESS OR DISABILITY

A. Following an on-the-job injury, job related illness, or job-related disability, an employee has a maximum of twelve (12) months from the date last worked to retum to the original duties of the employee's position, with or without a reasonable accommodation. The employee's ability to perform the duties of a position is determined by the employee's physicians and verified by the Police Chief. The Police Chief has the right to seek the medical opinion of a physician of the City's choosing. Should the employees physician's state that in his medical opinion, within a medical degree of probability, the employee will be able to return to work, the employee shall have up to an additional twelve (12) months to return to work. However, in the event the employee has a medical opinion that the employee should be able to return to work, the city has a right to have the employee evaluated by a doctor of its choice. If the City's doctor renders a different opinion, the employee shall bc evaluated by a doctor agreed to by both parties. In order for the employee to obtain up to twelve (12) months extension of the time to return to work, the agreed physician's opinion shall support the medical opinion that within a medical degree of probability, the employee will be able to retum to work and the agreed upon physician's opinion shall be final.

B. If an employee is unable to retum to the essential duties of the employee's position with or without reasonable accommodation within twelve (12) months from the date last worked following an on-the-job injury, job-related illness, or job-related disability, or unless extended for medical reason set forth in Section A, the employee will be recommended for termination. A disabled employee will not be terminated if the employee can be reasonably accommodated in the employee's current position, in accordance with the guidelines of the

ARTICLE 49: EMPLOYEES UNABLE TO PERFORM JOB DUTIES FOLLOWING ON-THE-JOB INJURYIJOB-RELATED ILLNESS OR DISABILITY CONTINUED:

Rehabilitation Act of 1973 as amended, and the Americans with Disabilities Act of 1990.

C. If an employee returns to work within the twelve (12) month period, or unless extended for medical reason set forth in Section A, and has a subsequent recurrence of the same on-the-job injury, job-related illness, or job-related disability, the total combined lost time from work for any on-the-job injury, job-related illness, or job-related disability may not exceed fourteen (14) months in the most recent twenty-four (24) month period or if extended bv medical reason set forth in Section A. The total combined lost time horn work may not exceed twenty-six (26) months in the most recent thirty-six (36) month period.

D. On the first full day and the remainder of the week, full compensation coverage will be paid on any work connected injury or illness

ARTICLE 50: EDUCATION INCENTIVE

Upon ratification of this Article, all employees who take approved course work related to tlieir job or leading to a degree relating to their job, and achieve a grade of "A" in either under-graduate or graduate work, shall be entitled to a refund of one hundred percent (100%) of tuition costs, upon completion of the course. Employees who achieve a grade of "B" shall be entitled to a refund of seventy-five percent (75%) of tuition costs, upon completion of the course. Employees who achieve a grade of "C" shall be entitled to a refund of fifty percent (50%) of tuition costs. Education reimbursement shall be limited to eighteen (18) semester hours per calendar year (January – December) per employee. Reimbursement shall be based upon current state community college or state university tuition rate.

If an employee receiving benefits under this Article, does not continue tlieir employment for a period of at least twenty-four (24) months after last date of refund, the employee shall reimburse the City the, total monies expended by the City on the employees' behalf. This reimbursement shall occur through deduction from any final pay to which the employee is entitled, or hy such other means as may be necessary to recover the sum.

The Director of' Human Resources shall, after consultation with the Department Head, determine whether or not the courses are approved

Police Officers and Sergeants '08-'09 Step Increase

Police Officer – Pay Grade 13

Step	
1	$38,469
2	$39,816
3	$41,209
4	$42,651
5	$44,145
6	$45,690
7	$47,288
8	$48,944
9	$50,656
10	$52,429
11	$54,265

Police Sergeant – Pay Grade 17

Step	
1	$51,164
2	$55,085
3	$56,738
4	$58,440
5	$60,193
6	$61,999
7	$63,859
8	$65,775
9	$67,748
10	$69,781
11	$71,874

APPENDIX A

Agreed on this 3 day of June, 2009, by and between the respective parties through an authorized representative or representatives of the International Union of Police Association and by the City of Riviera Beach.

WITNESSES:

INTERNATIONAL UNION OF POLICE ASSOCIATION

PRESIDENT

GENERAL COUNSEL

CITY OF RIVIERA BEACH

WITNESS

CITY MANAGER

ATTEST:

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK