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COMMISSION MEETING CITY OF ST. PETE BEACH

***** VIRTUAL MEETING *****

**PURSUANT TO FLORIDA GOVERNOR
EXECUTIVE ORDER 20-69
“LOCAL GOVERNMENT PUBLIC
MEETINGS”**

TO PARTICIPATE:

Dial: US: +1 929-205-6099; use meeting ID: 885-8763-2679

OR USE ZOOM URL

<https://zoom.us/j/88587632679>; meeting ID: 885-8763-2679

155 Corey Avenue
St. Pete Beach, FL 33706

Tuesday, May 12, 2020
6:00 PM

Call to Order
Pledge of Allegiance
Good of the Order
Roll Call

REGULAR MEETING

- 1. Presentations** - Presentations shall be limited to 5 minutes for non-city government related items.

- a. Presentation of the City of St. Pete Beach financial audit report for the fiscal year ended September 30, 2019.**

- 2. Changes to the Agenda** - Any agenda items to be added, moved, or deleted will be addressed at this time. Added items will be assigned agenda item numbers and moved items should remain with the same item numbers. Notation will be made that those items will be taken out of order. Consent items may be removed for discussion, changes, and/or anticipation of a non-unanimous vote and considered separately on the request of anyone on the Commission or by a majority vote of the City Commission upon request of an audience member.

- 3. Audience Comments– THROUGH TELECONFERENCE,
ZOOM URL or EMAIL COMMENTS TO:
cityclerk@stpetebeach.org**

4. Consent

- a. Approval of minutes from the following City Commission meetings: 4/14/2020**
- b. Request to approve the proposal with Smith Fence in the amount of \$37,254.17 for the softball field fencing for Hurley Park.**
- c. Request approval to enter into an Interlocal Agreement providing for the operation and maintenance of a Water Quality Monitoring and Assessment Program.**
- d. Request approval of the services agreement with USA Voltage, LLC for City Wide Electrical Services.**

- 5. Action Items – No items submitted at this time.**

- 6. Ordinances – No items submitted at this time**

7. Resolutions

- a. Resolution 2020-XX: A Resolution of the City of St. Pete Beach approving the changes and updates to the Personnel Rules and Regulations.**
- b. Resolution 2020-15: A Resolution of the City Commissions of the City of St. Pete Beach, Florida Authorizing and Confirming the Renewal Declaration Proclaiming a State of Local Emergency.**

- 8. Items for Discussion – No items submitted at this time.**

- 9. City Clerk, City Manager, City Attorney and City Commission Reports**

- 10. Adjournment**

APPEAL: In accordance with 286.0105, Florida Statute (Notices of meetings and hearings must advise that a record is required to appeal), if a person decides to appeal any decision made by this committee, board, agency, or commission with respect to any matter considered at this meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

AMERICANS WITH DISABILITIES ACT (ADA): In accordance with the Americans with Disabilities Act and Florida Statutes, if any person with a disability defined by the ADA needs special accommodation to participate in this proceeding, then not later than two business days prior to the proceeding, he or she should contact City Hall at (727) 367-2735.

**The public is cordially invited to attend this meeting.
All agenda material is available for review at City Hall.**

CITY COMMISSION VIRTUAL MEETING

MINUTES

April 14, 2020

6:00 P.M.

CALL TO ORDER

Mayor Johnson called the meeting to order at 6:00 p.m.

PLEDGE OF ALLEGIANCE

GOOD OF THE ORDER

PRESENT:

Al Johnson, Mayor
Doug Izzo, Vice Mayor
Ward Friszolowski, Commissioner
Melinda Pletcher, Commissioner
Chris Graus, Commissioner

ALSO PRESENT:

Alex Rey, City Manager
Andrew Dickman, City Attorney
Rebecca Haynes, City Clerk
Vince Tenaglia, Assistant City Manager
Mike Clarke, Public Works Director
Jennifer McMahon, Parks and Recreation Director
Wesley Wright, Community Development Director

1. Presentations

Representative Jennifer Webb gave an update on current and pending legislation.

2. Changes to the Agenda

There were no changes to the agenda.

3. Audience Comments

City Clerk Rebecca Haynes read an email from St. Petersburg College student Genevieve Kiernan regarding public commercial recycling programs.

Mark Grill, 2nd Palm Point, commented regarding the City's spending during the next twelve to eighteen months, a line item budget review, and millage rates.

Ruthie Hill commented on the current ban on outside dining.

Following public comment, Public Works Director Mike Clarke stated that the Waste Connections franchise contract with the city allows the opportunity for all commercial enterprises, including condos, to set up a recycling program with them.

City Manager Alex Rey stated that the City Commission has a Strategic Planning and Budget meeting already set for April 23rd in which the budget and priorities for next year will be discussed.

4. Consent

- a. Approval of minutes from the following City Commission meetings: 3/10/2020, 3/18/2020, 3/24/2020
- b. Authorization to accept the lease-purchase proposal from Rev Financial Services in the amount of \$500,000 for an E-One Custom Fire Truck (Engine 22).
- c. Request approval of the First Addendum to Undergrounding of Public Utilities Agreement with Cribb Philbeck Weaver Group, Inc., in the amount of \$99,900.00 for Gulf Boulevard Undergrounding

Commissioner Friszolowski moved to approve Consent Items 4(a), 4(b) and 4(c). The motion was seconded by Vice Mayor Izzo and approved 4-0 by a roll call vote, with Commissioner Pletcher abstaining.

5. Action Items

- a. Request to approve the proposal with Athletic Turf Care Solutions in the amount of \$65,550 for the softball field renovations at Hurley Park.

Commissioner Pletcher moved to approve the proposal and to negotiate a contract with Athletic Turf Care Solutions in the amount of \$65,550 for the softball field renovations at Hurley Park. The motion was seconded by Vice Mayor Izzo and approved unanimously by a roll call vote.

Andy Loyce of Southeast Little League gave public comment to thank the Commission and Parks and Recreation Director, Jennifer McMahon.

- b. Request approval of Addendum #3 to the Professional Services Agreement with Kimley-Horn and Associates, Inc., in the amount of \$88,908.00 for

South Force Main Extension Redesign, Permitting and Construction Engineering Services.

Commissioner Friszolowski moved to approve Addendum No. 3 to the Professional Services Agreement with Kimley-Horn and Associates, Inc., in the amount of \$88,908.00 for South Force Main Extension Redesign, Permitting and Construction Engineering Services. The motion was seconded by Vice Mayor Izzo and approved unanimously by a roll call vote.

- c. Request approval of the guaranteed maximum price proposal with Hennessy Construction Services Corporation in the amount of \$2,121,771.00 for the construction of St. Pete Beach Public Library Restoration.

Mr. Rey reviewed the proposal and related budget details. Commissioners Friszolowski and Pletcher gave comments on the project.

Vice Mayor Izzo moved to approve the guaranteed maximum price proposal with Hennessy Construction Services Corporation in the amount of \$2,121,771.00 for the construction of St. Pete Beach Public Library Restoration. The motion was seconded by Commissioner Graus and approved 4-1 by a roll call vote, with Commissioner Pletcher voting “no”.

- d. Approval of Appointments and/or Re-Appointments to the City of St. Pete Beach Advisory Boards and Committees.

Each Commissioner indicated that they had no changes to their appointees as listed in the meeting packet. City Clerk Haynes confirmed that no motion and vote was required for this agenda item.

- e. Approval of appointments to outside organizations which are made subsequent to each election and include: Barrier Islands Government Council (BIG C), Florida League of Cities (FLC), Mayors' Council of Pinellas County (MCPC), Pinellas County Flood Insurance Coalition (PCFIC), Suncoast League of Cities (SLC) and the Tampa Bay Regional Planning Council (TBRPC).

City Clerk Haynes reported that board appointments are reviewed and decided among elected officials on an annual basis. Following discussion, she read the results as follows:

	<u>Representative</u>	<u>Alternate</u>
Barrier Islands Government Council	A. Johnson	M. Pletcher
Florida League of Cities	D. Izzo	M. Pletcher
Mayors' Council of Pinellas County	A. Johnson	D. Izzo
Pinellas County Flood Insurance Coalition	M. Pletcher	A. Johnson
Suncoast League of Cities	M. Pletcher	C. Graus

Tampa Bay Regional Planning Council

W. Friszolowski

D. Izzo

Commissioner Pletcher moved to approve item 5(e), board appointments, as stated above. The motion was seconded by Commissioner Graus and approved unanimously by a roll call vote.

6. Ordinances

No ordinances were submitted.

7. Resolutions

- a. Approval of Resolution 2020-10, A Resolution of the City Commission of the City of St. Pete Beach, Florida, Authorizing and Confirming the Renewal Declaration Proclaiming a State of Local Emergency.

Commissioner Friszolowski moved to approve Item 7(a), Resolution 2020-10, a resolution of the City Commission of the City of St. Pete Beach, Florida, authorizing and confirming the declaration proclaiming a State of Local Emergency in order to protect the health, safety, and welfare of the community and property, both public and private, from the hazards of the Novel Coronavirus Disease 2019 (COVID-19). The motion was seconded by Vice Mayor Izzo and approved unanimously by a roll call vote.

- b. Approval of Resolution 2020-06, Providing for the Acceptance of the Votes Cast in the Presidential Preference Primary - Municipal Election held 3/17/2020.

Commissioner Graus moved to approve the adoption of Resolution 2020-06, a resolution of the City of St. Pete Beach, Pinellas County, Florida, providing for acceptance of the votes cast in the presidential preference primary-municipal election held March 17, 2020. The motion was seconded by Commissioner Pletcher and approved unanimously by a roll call vote.

8. Items for Discussion

9. City Clerk, City Manager, City Attorney and City Commission Reports

City Clerk Haynes did not submit a report.

City Manager Rey reported that an offer of \$183,000 has been made and tentatively accepted on the Birmingham property (627 78th Avenue) and that Director Michelle Gonzalez will be contacting each Commissioner individually regarding a parking ordinance she is drafting.

City Attorney Dickman did not submit a report.

Commissioner Graus did not submit a report.

Commissioner Pletcher did not submit a report.

Commissioner Izzo did not submit a report.

Commissioner Friszolowski did not submit a report.

Mayor Johnson did not submit a report.

10. Adjournment

There being no further business to come before the Commission, the meeting was adjourned at 7:23 p.m.

Attest:

Rebecca C. Haynes, City Clerk

Alan Johnson, Mayor

Minutes approved on: _____

**St. Pete Beach City Commission
Agenda Report**

Issue Considered: Request to approve the proposal with Smith Fence in the amount of \$37,254.17 for the softball field fencing for Hurley Park.

Date: May 12, 2020

Prepared By: Jennifer McMahon, Parks and Recreation Director

Through: Alex Rey, City Manager

Summary of Issue: The City Commission approved expenditures toward the renovation of the softball field at Hurley Park in the FY2020 budget. There is \$600,000 allocated for improvements to the park. Approved thus far is renovation of the field turf (\$65,550) and sports/field lighting (\$118,259). The field fencing is the final component to complete the ball field renovation.

We requested 3 different proposals from 3 fencing companies in the area that can do the work and only received 2 proposals for the field fencing.

1. Smith Fence: \$37,254.17
2. Allied Fence of Tampa Bay: \$47,364.00

Staff is recommending approval to accept the proposal from Smith Fence in the amount of \$37,254.17

Funding: This item is budgeted in account #301-8000-590-0024

Requested Motion: "I move to approve the proposal with Smith Fence in the amount of \$37,254.17 for the softball field fencing at Hurley Park."

Attachments: (2) Proposals

**Reviewed by
City Manager:**

AR



4-30-2020

To: City of St. Pete Beach

Attention: Mandy Edmonds

Project: Baseball Field (Hurley Park)

Phone: 727-363-9246

Email: aedmunds@stpetebeach.org

Smith Fence Representative: Ryan Frost

Office: 727-573-5440 EXT. 115

Cell: 727-418-7145

Email: rfrost@smithfence.com

PROPOSAL

We propose to perform the work outlined in the following scope of work, on the above mentioned project for the **LUMP SUM PRICE** of: **\$37,254.17**

SCOPE OF WORK - Smith Fence Company will supply material, equipment and labor for the following:

- 449' of 10'H Commercial Grade Galvanized Chain Link Fence with top and bottom rail.
- 152' of 6'H Commercial Grade Galvanized Chain Link Fence with top and bottom rail
- 58' of 16'H Commercial Grade Galvanized Chain Link Fence with top, two middle, and one bottom rail.

Fence Spec's as follows:

- All Schedule 40 pipe.
- Terminal Posts to include Ends and Corners will be 2 1/2" for the 6' and 10' fence and 3" for the 16' fence o.d. Set in 10" diameter holes 36" deep.
- Line Post 2" o.d. Set in 10" diameter holes set 36" deep.
- All Posts set with sack-crete.
- Top Rail 1 5/8" o.d.
- Mesh will be 9ga Knuckle/Knuckle.

RESPONSIBILITIES OF SMITH FENCE:

Fabricate, furnish and install fencing per design, per the Scope of Work.

RESPONSIBILITIES OF GC OR OWNER:

- Work area to be made accessible for SFC crews, equipment and material suppliers prior to mobilization and maintained throughout the project
- SFC not responsible for damage incurred to site due to accessing the job
- Work area to be cleared, graded and staked prior to mobilization and maintained throughout the project
- Provide a lay down area (if needed) for material stockpiled/stored on project
- SFC not responsible for damaged, missing or stolen material stockpiled/stored on project
- Provide dumpsters as needed for removed, non-salvageable or refuse material
- Haul away and dispose of removed, non-salvageable or refuse material
- When installation requires attachment to concrete structure (i.e.: sidewalks, c.m.u. walls, etc.), all required concrete work by Owner
- All permits and licenses by Owner
- SFC to be named as insured on Owners policy

THIS PROPOSAL IS BASED ON THE FOLLOWING CONDITIONS:

- All fence work to be performed under one mobilization with access to all sites without delay. Additional mobilizations will be billed at \$500.00 US/occurrence if caused by Contractor/Owner
- Job is done in sequence without interruption, normal working hour and days, with one crew
- All labor provided to be open shop
- SFC is not a design/engineering firm. All installations are designed and approved by Owner
- Overhead and underground utility notification shall be the responsibility of the contractor including protection, relocation, or damage to any utilities.
- All material and quality control testing by others
- SFC shall be paid for all equipment and labor employed on this project for any delays for which we are not responsible
- Contractor/Owner agrees to pay for stored materials
- All permits and licenses

SCHEDULE - Work will progress in a mutually agreed sequence beginning no sooner than two weeks from receipt of a fully executed subcontract agreement signed by both parties; and approval in writing, by the owner or his representative of all required SFC submittals

EXCEPTIONS - Smith Fence takes the following exceptions to the Owners plans, specifications, and addenda, and hereby predicates its proposed contract amount upon the elimination or modification of these items from or in the final prime contract: **SFC will start construction no later than one week after all material has arrived on site.**

CONDITIONS OF CONTRACT:

- Changed Conditions - Our proposal is based on information provided by Contractor and/or Owner. Should actual conditions vary from those represented we reserve the right to claim for additional compensation and/or extension of time.
- All additional work will be done after a CHANGE ORDER agreement has been reached and executed between the Owner/Contractor and SFC.
- Unless agreed to in writing we object to any terms and conditions relating to: LIQUIDATED DAMAGES, WARRANTIES, and LIMITATIONS OF LIABILITY, INDEMNIFICATION and SEIZURE OF EQUIPMENT.
- No retainage is to be withheld from SFC's payments.
- Invoice balance is due and payable within 10 days from the invoice date.
- Any claims against the Owner or Owners Agent, shall be pursued by the Contractor on our behalf.
- Any claim, dispute or other matter in question between the Contractor/Owner and SFC relating to or arising out of this Agreement shall be governed by the laws of the State of Florida. Venue shall be Pinellas County, Florida, only.
- This proposal will expire in 30 days, unless prior to that date, a valid acceptance has been received by SFC.
- If installation does not occur within one year of the signed agreement, SFC reserves the right to charge an additional 5% per year on the un-installed balance.
- This proposal must be made part of any subsequent contract with which we would agree.

We would like to thank you for the opportunity to quote on this project. If you have any questions please feel free to call our office.

Ryan Frost
SMITH FENCE COMPANY

accepted by

date

printed name

purchase order #

**TO ACCEPT THIS PROPOSAL,
PLEASE INITIAL AND DATE EACH PAGE,**



4151 - 118TH AVENUE NORTH, CLEARWATER, FL 33762
813.886.5097 • FAX 813.886.5849
PINELLAS 727.631.0092 • MANATEE 941.739.5745
PASCO 727.815.1533
PVC • WOOD • ALUMINUM • CHAIN LINK • GATE OPERATORS
Hillsborough License #: 104321.000
Pinellas License #: C-8464 Pasco License #: 606459
Hernando License #: AAA0048480 Manatee License #: MC01032

1-888-FENCING

www.alliedfencetampa.com

Date: April 22,2020

Customer Info:
City St. Pete Beach
155 Cory Ave.
St Pete Beach Fl. 33706

Jobsite info: Hurley Park
15021 Gulf Way
St. Pete Beach Fl. 33706

Cust. Contact: Mandy Edmunds
727-363-9246

AFT Contact: Doug Meyers
Telephone: 813-784-5717
E-mail: doug@wcftampa.com

FENCE PROPOSAL

We appreciate your patience as we prepared this proposal for your company. We propose to perform the work outlined in the following scope of work, on the above mentioned project for the total installed price as stated below:

SCOPE OF WORK:

Option 1:

Replace Ballfield fence using 6' & 10' tall chain link fence with top & bottom rail, with 1-10' tall double gate and 4 - 6' tall walk gates. Replace 15' tall back stop with 2 mid rails. All chain link is 9 gauge with schedule 40 frame. Remove old fence. **\$47,364.00**

NOTE: Cost of permit will be extra if needed. All prices good for 30 days from date of the proposal.

West Coast Fence of Tampa, Inc. d/b/a Allied Fence of Tampa, 4151-118th Avenue North, Clearwater, FL 33762

Acceptance Signature: _____ Date: _____

ADDENDUM:

EXCLUSIONS: The following are excluded, unless specifically identified and outlined in the aforementioned scope of work:

- Removal of existing fence; core drilling; electrical grounding; painting; any installation in or near water; installation in existing concrete or asphalt; maintenance of traffic; the removal, reinstallation or damage to silt fence/erosion protection in work area

RESPONSIBILITIES OF WEST COAST FENCE OF TAMPA, INC:

- To perform those items listed in the aforementioned scope of work

RESPONSIBILITIES OF GC OR OWNER:

- Work area to be made accessible for AFT crews, equipment and material suppliers prior to mobilization and maintained throughout the project
- AFT is not responsible for damage incurred to site due to accessing the job.
- Work area to be cleared, graded and staked prior to mobilization and maintained throughout the project
- Provide a lay down area (if needed) for material stockpiled/stored on project
- AFT is not responsible for damaged, missing or stole material stockpiled/stored on project
- Provide dumpsters as needed for removed, non-salvageable or refuse material
- Haul away and dispose of removed, non-salvageable or refuse material
- When installation requires attachment to concrete structure (i.e.: sidewalks, c.m.u. walls, etc.), all required concrete work by Owner
- All permits and licenses by Owner
- AFT to be named as additionally insured on Owners policy

THIS PROPOSAL IS BASED ON THE FOLLOWING CONDITIONS:

- All fence work to be performed under one mobilization with access to all sites without delay. Additional mobilizations will be billed at \$500.00 US/occurrence if caused by Contractor/Owner
- Job is done in sequence without interruption, normal working hour and days, with one crew
- This proposal is based on "normal" digging conditions. Any change in digging conditions (rock, landfill rubble, concrete, etc.) will require a change order to the base contract
- All change orders will reflect all scope of work and conditions of this proposal
- All labor provided to be open shop
- AFT is not a design/engineering firm. All installations are designed and approved by Owner
- AFT will contract underground utility notification. It shall be the responsibility of the contractor for all protection, relocation, or damage to any utilities
- All material and quality control testing by others
- AFT shall be paid for all equipment and labor employed on this project for any delays for which we are not responsible
- Contractor/Owner agrees to pay for stored materials

SCHEDULE: Work will progress in a mutually agreed sequence beginning no sooner than the two weeks from receipt of a fully executed subcontract agreement signed by both parties; and approval in writing, by the Owner or his representative of all required AFT submittals

EXCEPTIONS: Allied Fence of Tampa takes the following exceptions to the Owners plans, specifications, and addenda, and hereby predicates its proposed contract amount upon the elimination or

West Coast Fence of Tampa, Inc. d/b/a Allied Fence of Tampa, 4151-118th Avenue North, Clearwater, FL 33762

modification of these items from or in the final prime contract:

CONDITIONS OF CONTRACT:

- Changed Conditions – Our proposal is based on information provided by Contractor and/or Owner. Should actual conditions vary from those represented we reserve the right to claim for additional compensation and/or extension of time.
- All additional work will be done after a CHANGE ORDER agreement has been reached and executed between the Owner/Contractor and AFT.
- Unless agreed to in writing, we object to any terms and conditions relating to: LIQUIDATED DAMAGES, WARRANTIES, and LIMITATIONS OF LIABILITY, INDEMNIFICATION and SEIZURE OF EQUIPMENT.
- No retainage is to be withheld from AFT's payments.
- Invoice balance is due and payable upon completion.
- Any claims against the Owner or Owners Agent shall be pursued by the Contractor on our behalf.
- Any claim, dispute or other matter in question between the Contractor/Owner and AFT relating to or arising out of this Agreement shall be governed by the laws of the State of Florida.
- This proposal will expire in 15 days, unless prior to that date a valid acceptance has been received by AFT.
- If installation does not occur within one year of the signed agreement, AFT reserves the right to charge an additional 5% per year on the un-installed balance.
- This proposal must be made part of any subsequent contract with which we would agree.

We would like to thank you for the opportunity to quote on this project. If you have any questions, please feel free to call our office.

West Coast Fence of Tampa, Inc.
Hillsborough License # 104321.000
Pinellas License # C-8464
Pasco License # 606459

**St. Pete Beach City Commission
Agenda Report**

Issue Considered: Request approval to enter into an Interlocal Agreement providing for the operation and maintenance of a Water Quality Monitoring and Assessment Program.

Date: May 12, 2020

Prepared By: Mike Clarke, Public Works Director

Through: Alex Rey, City Manager

Summary of Issue: Pinellas County and Co-Permittees entered into an agreement dated December 10, 2013, as required by the terms of NPDES Municipal Separate Storm Sewer System (MS4) Stormwater Permit FL000005, providing for the operation and maintenance of a Water Quality Monitoring Program and Biological Monitoring Program using County staff and equipment. This previous agreement is set to expire on December 31st, 2020. The proposed Interlocal Agreement will replace the current agreement and remain in effect until September 30, 2025.

This assessment program will aim to continue to gauge the overall effectiveness of each party's respective Stormwater Management Programs in identifying local sources where the MS4 is adversely affecting surface water quality.

Requested Motion: "I move to approve and authorize execution of the Interlocal Agreement providing for the operation and maintenance of a Water Quality Monitoring and Assessment Program."

Attachment: Interlocal Agreement between Pinellas County and NPDES MS4 Co-Permittees for Water Quality Monitoring and Assessment

**Reviewed by
the City Manager:** AR

***PINELLAS COUNTY GOVERNMENT IS COMMITTED TO
PROGRESSIVE PUBLIC POLICY, SUPERIOR PUBLIC SERVICE,
COURTEOUS PUBLIC CONTACT, JUDICIOUS EXERCISE OF AUTHORITY AND
SOUND MANAGEMENT OF PUBLIC RESOURCES,
TO MEET THE NEEDS AND CONCERNS OF OUR CITIZENS
TODAY AND TOMORROW***



**INTERLOCAL AGREEMENT BETWEEN
PINELLAS COUNTY AND NPDES MS4 CO-PERMITTEES FOR
WATER QUALITY MONITORING AND ASSESSMENT**

**AGREEMENT PREPARED BY
DEPARTMENT OF PUBLIC WORKS
DIVISION OF ENVIRONMENTAL MANAGEMENT**

MARCH 2020

**INTERLOCAL AGREEMENT BETWEEN
PINELLAS COUNTY AND NPDES MS4 CO-PERMITTEES FOR
WATER QUALITY MONITORING AND ASSESSMENT**

This INTERLOCAL AGREEMENT BETWEEN PINELLAS COUNTY AND THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) CO-PERMITTEES FOR WATER QUALITY MONITORING AND ASSESSMENT (this “Agreement”), is made and entered into on this ____ day of _____ 2020, between (1) Pinellas County, a political subdivision of the State of Florida (the “COUNTY”); and (2) the following municipalities in Pinellas County, Florida: Town of Belleair, City of Belleair Beach, City of Belleair Bluffs, City of Clearwater, City of Dunedin, Town of Kenneth City, City of Gulfport, City of Indian Rocks Beach, City of Largo, City of Madeira Beach, Town of North Redington Beach, City of Oldsmar, City of Pinellas Park, Town of Redington Beach, Town of Redington Shores, City of St. Pete Beach, City of Safety Harbor, City of Seminole, City of South Pasadena, City of Tarpon Springs, and City of Treasure Island (although separate parties hereto collectively the “CO-PERMITTEES”).

WITNESSETH:

WHEREAS, the COUNTY and CO-PERMITTEES are co-permittees on Florida Department of Environmental Protection (FDEP) NPDES MS4 Permit FLS000005 (the “MS4 Permit”), which is effective July 1, 2018 through June 30, 2023;

WHEREAS, Part V.B.2 of the MS4 Permit requires that the parties develop a Water Quality Monitoring and Assessment Program (“Assessment Program”), either individually or collaboratively, to gauge the overall effectiveness of each party’s respective

Stormwater Management Programs in identifying local sources where the MS4 is adversely affecting surface water quality;

WHEREAS, the parties desire to complete the requisite Assessment Program collaboratively;

WHEREAS, the COUNTY is willing to fully perform the Assessment Program on the terms and conditions stated herein and CO-PERMITTEES are agreeable to same; and

WHEREAS, the parties agree that cost-sharing the Assessment Program based on jurisdictional area is fair and equitable.

NOW THEREFORE, in consideration of the mutual covenants hereafter set forth, the parties hereto mutually agree as follows:

SECTION 1. RECITALS

The recitals set forth in the “WHEREAS” clauses above are ratified, confirmed as true and correct, and are incorporated into this Agreement.

SECTION 2. COUNTY PERFORMANCE OF ASSESSMENT PROGRAM

The COUNTY shall fully perform the Assessment Program, as detailed in Exhibit A attached hereto, for Fiscal Years 2021, 2022, 2023, 2024, and 2025. For purposes of this Agreement, a “Fiscal Year” is October 1 through September 30.

SECTION 3. COST ALLOCATION

The parties, including the COUNTY for unincorporated areas, shall share the total actual annual operating, labor, and laboratory analyses costs (“Costs”) of the Assessment Program on a pro-rata basis based upon jurisdictional acreage as provided in Exhibit B

attached hereto. The COUNTY shall determine Costs for each Fiscal Year in the first quarter of each subsequent calendar year. For example, the County shall determine Costs for Fiscal Year 2021 between January 2022 and March 2022.

By April 1 of each year, the COUNTY shall invoice each CO-PERMITTEE for its respective share of Costs for the prior Fiscal Year. For example, invoices for Fiscal Year 2021 (October 1, 2020 through September 30, 2021) shall be delivered to CO-PERMITTEES no later than April 1, 2022. Each CO-PERMITTEE shall make payment of such invoice to the COUNTY within forty-five (45) days of receipt of the invoice in accordance with the Florida Prompt Payment Act, section 218.72, et. seq., Florida Statutes. The invoice shall include a breakdown of operating, labor, and laboratory analyses costs.

SECTION 4. NOTICE

All notices, payments, and other written communications between the parties shall be sent by electronic mail, certified U.S. mail, or courier delivery service. Notices shall be considered effective when delivered as reflected by an electronic mail read receipt, a certified mail delivery receipt, or a courier service delivery receipt. Any notices, invoices, payments, and written communications shall be delivered to each party at the contact information provided below:

Belleair Bluffs:

Mr. Russ Schmader
rschmader@belleairbluffs-fl.gov
Public Works Supervisor
City of Belleair Bluffs
2747 Sunset Blvd.
Belleair Bluffs, FL 33770

Clearwater:

Ms. Sarah Kessler
sarah.kessler@myclearwater.com
Engineering Department
City of Clearwater
P.O. Box 4748
Clearwater, FL 33758-4748

Gulfport:

Mr. Tom Nicholls
tnicholls@mygulfport.us
Public Works Director
City of Gulfport
2401 53rd St. South
Gulfport, FL 33707

Kenneth City:

Mr. Matthew Campbell
campbellm@kennethcityfl.org
Town Manager
Town of Kenneth City
6000 54th Ave. N.
Kenneth City, FL 33709-1800

Madeira Beach:

Mr. Robert J. Daniels
rdaniels@madeirabeachfl.gov
City Manager
City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708-1996

Oldsmar:

Ms. Janice C. Bennett
nbennett@myoldsmar.com
Public Works Director
City of Oldsmar
100 State Street West
Oldsmar, FL 34677-3756

Belleair:

Mr. Michael Shumaker
mshumaker@townofbelleair.net
Public Services Manager
Town of Belleair
901 Ponce De Leon Blvd.
Belleair, FL 33756-1096

Belleair Beach:

Mr. Lynn Rives
lynn.rives@cityofbelleairbeach.com
City Manager
City of Belleair Beach
444 Causeway Boulevard,
Belleair Beach, Florida 33786

Dunedin:

Ms. Whitney Marsh
wmarsh@dunedinfl.net
Stormwater Program Coordinator
City of Dunedin
1405 County Road 1
Dunedin, FL 34698

Indian Rocks Beach:

Mr. Dean Scharmen
dscharmen@irbcity.com
Public Services Director
City of Indian Rocks Beach
1507 Bay Palm Blvd.
Indian Rocks Beach, FL 33785-2899

Largo:

Mr. Jerald Woloszynski
jwoloszynski@largo.com
City Engineer
City of Largo
P.O. Box 296
Largo, FL 33779-0296

North Redington Beach:

Ms. Mari Campbell
nrb.fl@townofnorthredingtonbeach.com
Town Clerk
Town of N. Redington Beach
190 173rd Avenue
North Redington Beach, FL 33708-1397

Redington Beach:

Ms. Missy Clarke
townclerk@townofredingtonbeach.com
Town Clerk
Town of Redington Beach
105 164th Ave.
Redington Beach, FL 33708-1519

Safety Harbor:

Mr. Matthew Spoor
mspoor@cityofsafetyharbor.com
City Manager
City of Safety Harbor
750 Main St.
Safety Harbor, FL 34695

Seminole:

Mr. Rodney Due
rdue@myseminole.com
Public Works Director
City of Seminole
9199 113th Street North
Seminole, FL 33772

St. Pete Beach:

Public Works Director
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706-1839

Treasure Island:

Mr. Mike Helfrich
mhelfrich@mytreasureisland.org
Public Works Director
Treasure Island Public Works
120 108th Avenue
Treasure Island, FL 33706

Pinellas Park:

Mr. Daniel Hubbard
dhubbard@pinellas-park.com
Transportation & Stormwater Div. Director
City of Pinellas Park
6051 78th Ave. N.
Pinellas Park, FL 33781

Redington Shores:

Ms. Sarah Mauter
townclerk@townofredingtonshores.com
Deputy Town Clerk
Town of Redington Shores
17425 Gulf Blvd.
Redington Shores, FL 33708-1299

South Pasadena:

Mr. Gary Anderson
pworks@mysouthpasadena.com
Public Works Director
City of South Pasadena
7047 Sunset Dr. S.
South Pasadena, FL 33707-2895

Tarpon Springs:

Mr. Anthony Mannello
amannello@ctsfl.us
Streets and Stormwater Supervisor
City of Tarpon Springs
325 E. Pine Street
Tarpon Springs, FL 34689

SECTION 5. AGREEMENT TERM

This Agreement shall take effect after the COUNTY, pursuant to Section 163.01(11), Florida Statutes, has filed a fully executed version of this Agreement with the Clerk of Circuit Court of Pinellas County. This Agreement shall remain in effect until all invoices for Fiscal Year 2025 are paid.

SECTION 6. WITHDRAWAL FROM AGREEMENT

Any party may withdraw from Agreement by notifying all other parties in writing at least thirty (30) calendar days prior to the beginning of the next Fiscal Year, which is no later than September 1. Notwithstanding any CO-PERMITTEE'S withdrawal, this Agreement shall remain in full force and effect as it pertains to the remaining CO-PERMITTEES and the COUNTY. If the COUNTY withdraws, however, this AGREEMENT shall terminate upon receipt of notice by all CO-PERMITTEES.

SECTION 7. NON-APPROPRIATION

The parties understand that each party's performance of this Agreement is contingent upon annual appropriation of funds by that party's governing body for obligations hereunder. If such appropriations by any party's governing body are reduced or eliminated, that party shall promptly notify the other parties. In such event, that party shall owe no funds for the Fiscal Year(s) that funds were not appropriated. Each party understands that this Agreement is not a commitment of future appropriations by any party's governing body.

SECTION 8. LIABILITY

Each party shall be responsible for its own negligence under this Agreement. Nothing herein shall be construed as a waiver of any party's sovereign immunity under Section 768.28, Florida Statutes. Nothing herein shall be construed as consent by any party to be sued by third parties.

SECTION 9. CHOICE OF LAW

This Agreement and the rights and obligations of the parties hereto shall be governed and construed according to the laws of the State of Florida. Any state litigation arising from this Agreement shall be filed in a court of competent jurisdiction in Pinellas County, Florida. Any federal litigation arising from this Agreement shall be filed in the Middle District of Florida, Tampa Division.

SECTION 10. COMPLIANCE WITH LAWS

At all times, the parties shall comply with all federal, state, and local statutes, rules, regulations and ordinances, the federal and state constitutions, and the orders and decrees of lawful authorities having jurisdiction over the matter at issue, including but not limited to Florida laws regarding the retention and disclosure of public records.

SECTION 11. ENTIRE AGREEMENT AND MODIFICATION

This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or allegations other than those contained herein, and this Agreement shall supersede all previous communications, representations, and agreements, whether written or verbal, between the parties.

This Agreement may be amended, extended, or terminated by mutual written agreement of the parties at any time.

SECTION 12. SEVERABILITY

If any clause or portion of a clause in this Agreement is determined to be invalid under the rule of law, the remainder of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

PINELLAS COUNTY, FLORIDA, by and
through its Board of County Commissioners

By: _____
Pat Gerard, Chair

ATTEST:

Deputy Clerk

APPROVED AS TO FORM:

Brendan Mackesey, Assistant County Attorney

**THE INTERLOCAL AGREEMENT BETWEEN
PINELLAS COUNTY AND NPDES MS4 CO-PERMITTEES FOR
WATER QUALITY MONITORING AND ASSESSMENT**

CITY OF ST. PETE BEACH

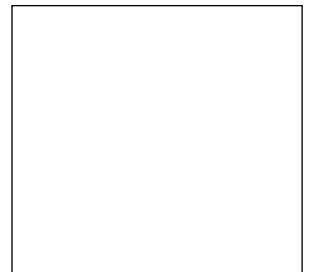
Alan Johnson
Mayor

Alex Rey
City Manager

Seal

Approved as to form:

Attest:



Andrew Dickman
Attorney

Rebecca C. Haynes
City Clerk

**St. Pete Beach City Commission
Agenda Report**

Issue Considered: Request approval of the services agreement with USA Voltage, LLC for City Wide Electrical Services.

Date: May 12, 2020

Prepared By: Mike Clarke, Public Works Director

Through: Alex Rey, City Manager

Summary of Issue: The City approached USA Voltage, LLC regarding potential piggyback agreement opportunities. USA Voltage, LLC is currently under contract with the City of Treasure Island for Electrical Services, on a unit price hourly rate contract. This piggyback contract, if approved, will allow the City to utilize USA Voltage, LLC for various projects throughout the City that require a licensed electrician to perform the work, in an expedited schedule due to the shortened duration of the City's procurement process.

This approval will allow the City Manager to approve work on a task order basis, up to \$25,000.00 in value. Projects in excess of \$25,000.00 will require approval by City Commission.

Funding: Funding to be evaluated on a task order basis, in an amount not to exceed the approved annual budget for each individual project.

Requested Motion: "I move to approve the services agreement with USA Voltage, LLC for City Wide Electrical Services."

Attachment: Draft Services Agreement
Treasure Island Contract

**Reviewed by the
City Manager:**

AR

CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT

Electrical Services

This is an Agreement (the "Agreement") entered into by and between the City of St. Pete Beach (hereinafter "City") and USA Voltage, LLC (hereinafter "Contractor"). The City and Contractor together shall be referred to as the "parties."

WHEREAS, Contractor is currently under contract with the City of Treasure Island for Electrical Services (the "Treasure Island Contract"); and

WHEREAS, the City desires to purchase from Contractor the services described in this Agreement; and

WHEREAS, pursuant to Florida Statute 287.057 and Section 1-16 of the City's purchasing policy adopted by the City Commission, the City is authorized to "piggy-back" onto the Treasure Island Contract for the same or similar services; and

WHEREAS, the Contractor specifically consents to the City using its "piggy-back" authority; and

WHEREAS, this Agreement has been properly approved by the appropriate authority of the City and the Contractor.

NOW, THEREFORE, upon the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree to the following:

1. The foregoing recitals are true and correct, and incorporated herein by reference.
2. Public Records, Contractor shall abide by the legal requirements set forth in Florida Statutes, Section 119.0701 and incorporated herein as Exhibit A. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (City Clerk, City of St. Pete Beach, Florida, 727-363-9220, cityclerk@stpetebeach.org, 155 Corry Avenue, St. Pete Beach, Florida 33706).**
3. City hereby agrees to purchase, and Contractor hereby agrees to sell or provide, the goods or services described in the Treasure Island Contract attached hereto and incorporated herein as Exhibit B.
4. Contractor shall deliver the goods, or provide the services, described herein no later than

July 1, 2021 ("completion date").

5. Time is of the essence in the performance of this Agreement. City shall be entitled to liquidated damages in the amount of \$100 per day, for each day after the date set forth in paragraph 4 herein that Contractor has failed to properly and completely deliver all of the goods or provide all of the services specified herein. Contractor specifically acknowledges that the foregoing sum is reasonable and does not constitute a penalty.

6. Upon Contractor's satisfactory delivery of the goods, or full performance of the services, City shall pay Contractor as per the rates listed in the Treasure Island Contract, as full consideration for goods or services provided in this Agreement and more specifically in Exhibit B.

7. Contractor fully warrants the title to any and all goods provided hereunder, and agrees to defend the same against all claims whatsoever. At the time of delivery, Contractor shall furnish to the City a bill of sale absolute, with full warranties, or other evidence of title transfer satisfactory to the City, for the goods specified herein.

8. Contractor expressly warrants that all goods delivered hereunder are of merchantable quality and fit for the purpose for which the City has purchased the same. Contractor further warrants that any defects in the goods shall be properly repaired by Contractor for a period of 18 months from final delivery ("guarantee period"), including all parts and labor associated with said repairs.

9. City reserves the right to reject any defective goods, notwithstanding City's payment of the purchase price provided herein.

10. Contractor fully warrants that all services and/or goods provided herein have been provided in a good and workmanlike manner. Contractor guarantees said services for a period of 18 months from the date of final performance. Contractor shall provide all labor and materials necessary to repair any defective workmanship reported to Contractor within said guarantee period.

11. To the extent that this Agreement requires Contractor to provide any services of any kind, Contractor and all of Contractor's subcontractors shall maintain public liability insurance in a combined single limit for bodily injury and property damage in the amount of not less than \$1,000,000.00, satisfactory to the City Manager, naming the City as an additional insured and providing coverage up through and including the final performance of any services provided herein. Contractor and all of Contractor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Contractor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of \$100,000.00 per accident or occurrence. Contractor shall present City with a certificate for all of the foregoing insurance, at the time of executing this Agreement and at such other times requested by the City. The Contractor waives all rights against the City, the City's consultants, separate contractors, if any, and any of its subcontractors, agents and employees, for any and all damages caused to the extent covered by insurance described herein and obtained pursuant to this Section or other property insurance applicable to the services and product provided under this Agreement. The City shall require of the Contractor, Contractor's consultants, separate

contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waiver of subrogation by endorsement other otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

12. In consideration of the payment of ten dollars as part of the above purchase price, Contractor shall indemnify, defend and hold the City harmless for itself, its employees, agents and assigns, from and against any and all losses, claims, damages, suits, actions, or demands, including attorneys' fees and costs of litigation through all appellate proceedings, arising from the performance or non-performance of this Agreement, whether caused in part by the City or not.

13. This Agreement shall be binding upon the parties, their successors, assigns, and legal representatives. Contractor shall not assign or otherwise transfer any of the rights or duties under this Agreement, without the express written consent of the City.

14. This document and exhibits embody the entire Agreement of the parties. There are no promises, terms, conditions, or representations binding on either party hereto, other than those contained herein; and this document shall supersede all previous communications, representations, and/or agreements between the parties hereto, whether written or oral. This Agreement may be modified only in writing executed by all parties. This Agreement shall be construed according to the laws of Florida, and venue for any action arising herefrom shall be in Pinellas County, Florida.

15. The following Exhibits shall be attached, incorporated and made a part of this Agreement:

- a. Florida public records law (Exhibit "A")
- b. Contractor's "piggy-back" contract (Exhibit "B")

16. The prevailing party in any action to enforce or interpret this Agreement shall be entitled to reasonable attorney's fees incurred through all appellate proceedings.

17. Contractor hereby acknowledges that the person executing this Agreement on behalf of Contractor has the full authority to do so and to bind Contractor to the terms hereof.

18. Any and all notices sent pursuant to this Agreement shall be given in writing via certified mail or overnight courier and shall be delivered to the following addresses:

As to Contractor:

USA Voltage, LLC
Attn.: Darrell Heard
11060 70th Avenue N.
Seminole, FL 33772

As to City:

City Manager
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706

19. To the extent that any terms in Exhibit B conflict with the terms of this Agreement, the terms of this Agreement shall control and supersede such conflicting terms in the Exhibit B, to the extent of such conflict.

20. This Agreement may be amended or modified only in writing signed by all Parties hereto. This Agreement shall not be modified by any oral statement, communication, Agreement, course of conduct, or by anything other than a writing signed by the Parties.

21. This Agreement may be executed by the parties in counterpart originals with the same force and effect as if fully and simultaneously executed as a single original document. The "Effective Date" of this Agreement shall be the date this Agreement has been executed by all parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year set forth below.

USA Voltage, LLC

Signature: _____

By: _____

Its: _____

Date: _____

APPROVED AS TO FORM:

Andrew Dickman
City Attorney

City of St. Pete Beach:

Signature: _____

By: _____

Its: _____

Date: _____

ATTEST:

Rebecca C. Haynes
City Clerk

EXHIBIT “A”

Florida Public Records Law

119.0701 Contracts; public records; request for contractor records; civil action. —

(1) DEFINITIONS. —For purposes of this section, the term:

(a) “Contractor” means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

(b) “Public agency” means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

(2) CONTRACT REQUIREMENTS. —In addition to other contract requirements provided by law, each public agency contract for services entered into or amended on or after July 1, 2016, must include:

(a) The following statement, in substantially the following form, identifying the contact information of the public agency’s custodian of public records in at least 14-point boldfaced type:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (telephone number, e-mail address, and mailing address).

(b) A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency’s custodian of public records, in a format that is compatible with the information technology systems of the public agency.

EXHIBIT “B”
(Contractor’s “Piggy-Back Contract”)

**CONTRACT BETWEEN
THE CITY OF TREASURE ISLAND
AND USA VOLTAGE, LLC
PERTAINING TO
ELECTRICAL SERVICES
CONTRACT NUMBER 1718-10**

This CONTRACT is made and entered into on the 19th day of June, 2018 ("**Effective Date**"), by and between the City of Treasure Island, a public body politic and municipal corporation organized and existing under the Laws of Florida whose address is: City of Treasure Island, 120 – 108th Avenue, Treasure Island, Florida, 33706 ("**CITY**"), and USA Voltage, LLC, FEIN 46-0876653, whose address is 11060 70th Ave. N., Seminole, FL, 33772 ("**CONTRACTOR**"), collectively (the "Parties") who hereby agree as follows:

WITNESSETH

WHEREAS, the CONTRACTOR has submitted a competitive proposal for **ELECTRICAL SERVICES**, as set forth in the attached CONTRACT Documents; and

WHEREAS, the City Commission of the City of Treasure Island has determined that there exists the need for **ELECTRICAL SERVICES** in the City of Treasure Island; and

NOW THEREFORE, in consideration of the mutual benefits to the CITY and CONTRACTOR, the following covenants and contracts are set forth to which the parties hereto agree as follows:

Section 1. SCOPE OF WORK.

The Scope of Work/Service is specifically identified in the City's ITB 1718-10

SECTION 2. TERM.

The term of this Contract shall become effective on the date of execution and continue through July 1, 2021 from the effective date.

SECTION 3. OBLIGATIONS OF THE CONTRACTOR.

Obligations of the CONTRACTOR shall include, but not be limited to, the following:

- a. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which are necessary to fully complete and deliver the services requested by the CITY, and shall not have the authority to create, or cause to be filed, any liens for labor and/or materials on, or against, the CITY, or any property owned by the CITY. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Contract.
- b. The CONTRACTOR will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein, when providing services for the CITY in accordance herewith.
- c. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in the Scope of Services.
- d. The CONTRACTOR shall maintain an adequate and competent staff, and remain authorized to do business within the State of Florida. The CONTRACTOR may subcontract the services requested by the CITY; however, the CONTRACTOR is fully responsible for the satisfactory completion of all subcontracted work.

SECTION 4. STANDARD OF CARE.

- a. The CONTRACTOR has represented to the CITY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Contract, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill and the ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise within the local area, working

on similar activities. The CONTRACTOR shall perform the services requested in an efficient manner, consistent with the CITY'S stated Scope of Services and industry standards.

b. The CONTRACTOR covenants and agrees that it and its employees, agents, subcontractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

SECTION 5. COMPENSATION.

a. The amount to be paid under this Contract shall be based on the prices supplied by the CONTRACTOR in the Proposal submittal. The CONTRACTOR agrees, for the consideration herein, the following rates:

YEAR ONE BID LABOR RATES

<u>STRAIGHT TIME LABOR (MONDAY-FRIDAY 7AM TO 4:30PM)</u>	<u>\$75.00</u>
<u>OVERTIME/HOLIDAY LABOR</u>	<u>\$95.00</u>
<u>MATERIAL COST PLUS -</u>	<u>5 %</u>

YEAR TWO BID LABOR RATES

<u>STRAIGHT TIME LABOR (MONDAY-FRIDAY 7AM TO 4:30PM)</u>	<u>\$75.00</u>
<u>OVERTIME/HOLIDAY LABOR</u>	<u>\$95.00</u>
<u>MATERIAL COST PLUS -</u>	<u>5 %</u>

YEAR THREE BID LABOR RATES

<u>STRAIGHT TIME LABOR (MONDAY-FRIDAY 7AM TO 4:30PM)</u>	<u>\$75.00</u>
<u>OVERTIME/HOLIDAY LABOR</u>	<u>\$95.00</u>
<u>MATERIAL COST PLUS -</u>	<u>5 %</u>

for **Electrical Repair** at its own cost and expense, to do all the work and furnish all of the materials, and labor necessary to carry out this Contract in the manner and to the full extent as set forth in the Scope of the attached bid. The CITY shall have at all time, full opportunity to inspect the materials to be furnished and the Work to be performed under this CONTRACT.

b. Compensation for services completed by the CONTRACTOR will be paid in accordance with Section 218.70, Florida Statutes, and Florida's Prompt Payment Act.

c. Services to be performed in accordance with this Contract are subject to the annual appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forgo use of the CONTRACTOR for any project which may fall within the Scope of Services listed herein. In the event the CITY is not satisfied with the services provided by the CONTRACTOR, the CITY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem.

SECTION 6.

TERMINATION.

The City may terminate this Agreement with or without cause, given fifteen (15) days written notice to CONTRACTOR prior to the effective date of such cancellation.

SECTION 7.

PAYMENT WHEN SERVICES ARE TERMINATED.

- a. In the event of termination of this Contract by the CITY, and not due to the fault of the CONTRACTOR, the CITY shall compensate the CONTRACTOR for all authorized services performed prior to the effective date of termination.
- b. In the event of termination of this Contract due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the CITY shall compensate the CONTRACTOR for all authorized services completed, prior to the effective date of termination, which have resulted in a usable

product or otherwise tangible benefit to the CITY. All such payments shall be subject to an offset for any damages incurred by the CITY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the CITY in the event of breach by the CONTRACTOR.

SECTION 8. INSURANCE.

The CONTRACTOR shall maintain such insurance as specified in **Exhibit A** (Insurance Requirements) to protect the CITY from any or all claims for property damage, personal injury, and bodily injury including death, which may arise from operations under this CONTRACT. Certificates of such insurance shall be provided to the CITY within fifteen (15) days of execution of this contract and shall also be subject to its approval for adequacy of protection. The CITY shall be named as an additional insured under all policies.

SECTION 9. CITY OBLIGATIONS.

At the CONTRACTOR'S request, the CITY agrees to provide, at no cost, all pertinent information known to be available to the CITY to assist the CONTRACTOR in providing and performing the required services.

SECTION 10. DOCUMENTS CONSTITUTING ENTIRE CONTRACT.

The following documents are hereby incorporated and made part of this Contract:

1. Request for Proposal Documents for No. ITB-1718-10.
2. Proposal submitted by CONTRACTOR on May 4, 2018.

All exhibits may also be collectively referred to as the "Documents". In the event of any conflict between the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. Specific direction from the City Manager (or designee).
- B. This Contract dated June 19, 2018 and any attachments.
- C. Request for Proposal Document, No. ITB-1718-10.
- D. Proposal submitted to the City of Treasure Island by CONTRACTOR on May 4, 2018.

SECTION 11. **APPLICABLE LAW, VENUE, JURY TRIAL.**

The laws of the State of Florida shall govern all aspects of this Contract. In the event it is necessary for either party to initiate legal action regarding this Contract, venue shall lie in Pinellas County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Contract, which may be brought by either of the parties hereto.

SECTION 12. **INDEPENDENT CONTRACTOR.**

This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that the CONTRACTOR, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the CITY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The CONTRACTOR will retain sole and absolute discretion in the judgement of the manner and means of carrying out the CONTRACTOR'S activities and responsibilities hereunder.

SECTION 13. **APPLICABLE LICENSING.**

The CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully providing the services set forth herein.

SECTION 14. **COMPLIANCE WITH ALL LAWS.**

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and CITY, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Contract or are adopted at any time following the execution of his Contract.

SECTION 15. INDEMNIFICATION.

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the CITY, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. The CONTRACTOR agrees to indemnify, defend and hold the CITY harmless for any and all claims, suits, judgments, or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omission of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. Said indemnification, defense, and hold harmless actions shall not be limited by any insurance amounts required hereunder. This provision shall survive termination of the CONTRACT.

SECTION 16. SOVEREIGN IMMUNITY.

The CITY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Contract to the contrary, which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of the CITY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the CITY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

SECTION 17. BANKRUPTCY OR INSOLVENCY.

If the CONTRACTOR shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the CONTRACTOR shall be appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the CONTRACTOR'S operations of the premises, the CITY may terminate this Contract immediately notwithstanding the notice requirements of Section 6 hereof.

SECTION 18. **BINDING EFFECT.**

This Contract shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns.

SECTION 19. **ASSIGNMENT.**

This Contract shall only be assignable by the CONTRACTOR upon the express written consent of the CITY.

SECTION 20. **SEVERABILITY.**

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Contract. It is understood by the parties hereto that if any part, term, or provision of this Contract is by the courts held to be illegal or in conflict with any law of the State of Florida, or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provision held to be invalid.

SECTION 21. **WAIVER.**

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions, or conditions of this Contract, or to exercise any right or option herein contained shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, condition, or right of election, but same shall remain in full force and effect.

SECTION 22. **MODIFICATION.**

The covenants, terms, and provisions of this Contract may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Contract and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 23. **HEADINGS.**

All headings of the sections, exhibits, and attachments contained in this Contract are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such sections, exhibits, and attachments.

SECTION 24. **ADMINISTRATIVE PROVISIONS.**

In the event the CITY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Contract, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the CITY'S internal purposes only, and any and all terms, provisions, and conditions contained herein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Contract and shall have no force or effect thereon.

SECTION 25. **CONFLICT OF INTEREST.**

The CONTRACTOR warrants that the CONTRACTOR has not employed or retrained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract. For the breach or violation of this Paragraph, the CITY shall have the right to terminate this Contract immediately, without liability and without regard to the notice requirements of Section 6 hereof.

SECTION 26. **EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).**

In accordance with the State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Contract is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as-amended) is incorporated herein by reference. If applicable, in

accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR may choose to verify only new hires assigned to the Contract; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Contract; and (4) include these requirement in certain subcontract, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

SECTION 27. JOINT AUTHORSHIP.

This Contract shall be construed as resulting from joint negotiation and authorship. No part of this Contract shall be construed as the product of any one of the parties hereto.

SECTION 28. EQUAL OPPORTUNITY EMPLOYER.

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 29. AUDITING, RECORDS, AND INSPECTIONS.

In the performance of this Contract, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Contract, in compliance with generally accepted accounting procedures. Throughout the term of this Contract, books, records, and accounts related to the performance of this Contract shall be open to inspection during regular business hours by an authorized representative of the CITY, and shall be retained by the CONTRACTOR for a period of three years after termination or completion of the Contract, or until the full CITY audit is complete, whichever comes first. The CITY shall retain the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this Contract shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, and Florida Statutes. The CITY also has the right to conduct an audit within sixty (60) days from the effective date of this Contract to determine whether the CONTRACTOR has the ability

to fulfill its contractual obligations to the satisfaction of the CITY. The CITY has the right to terminate this Contract based upon its findings in this audit without regard to the termination provision set forth herein.

SECTION 30. SCHEDULE.

The CONTRACTOR agrees to commence work under this CONTRACT with a Four (4) hour response time when called for service and to fully complete the work.

SECTION 31. PUBLIC RECORDS.

The CONTRACTOR agrees to comply with the Florida Public Records Act, as applicable, including, but not limited to Section 119.0701 of the Florida Statutes. Documents which are considered public records herein under Florida law include, but are not limited to: records related to the entry, management and implementation of the contract itself; emails/correspondence between the CITY and the CONTRACTOR related to the contract; emails or correspondence from all other entities related to the contract (i.e., subcontractors, suppliers, vendors, etc.); billing and related documents; plans or other documents that may be necessary, reports, etc.; subcontracts; and, all vendor invoices. The CONTRACTOR agrees, to the extent required by law, to:

1. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in performing the services of the Contract;
2. Provide the public with access to the public records under the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided for by law;
3. Ensure that the public records that are exempt or confidential, and exempt from public record disclosure requirements, are not disclosed, except as authorized by law; and
4. Meet all requirements where retained public records and transfer, at no cost, to the CITY, all public records in possession of the CONTRACTOR, upon termination or completion of the Contract and destroy any duplicate public records that are exempt or confidential, or exempt from public record disclosure requirements.

Furthermore, the CONTRACTOR agrees that all records stored electronically shall be provided to the CITY in a format that is compatible with the information technology systems of the CITY. The CONTRACTOR shall promptly provide the CITY with a copy of any request to inspect or copy public records that CONTRACTOR receives and a copy of the CONTRACTOR'S response to each request. The CONTRACTOR understands and agrees that failure to provide access to the public records shall be a material breach of the Contract and grounds for termination.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (727) 547-4575 EXT.229, cityclerk@mytreasureisland.org, AND CITY HALL, 120 108TH AVE., TREASURE ISLAND, FL, 33706.

THE CONTRACTOR ACKNOWLEDGES THAT THE CITY OF TREASURE ISLAND CANNOT AND WILL NOT PROVIDE LEGAL OR BUSINESS ADVICE TO THE CONTRACTOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE CONTRACTOR ACKNOWLEDGES THAT IT WILL NOT RELY ON THE CITY OF TREASURE ISLAND OR ITS CITY ATTORNEY TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE AND THAT CONTRACTOR HAS BEEN ADVISED TO SEEK PROFESSIONAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS AGREEMENT.

SECTION 32. NOTICE.

All notices required to be given to the CITY or CONTRACTOR hereunder shall be sent by (a) registered or certified mail, whereupon notice shall be deemed to have been given on the date of acceptance; or (b) delivery (i.e., courier or other hand delivery), overnight delivery, email or facsimile transmission, whereupon notice shall be deemed to have been given on the day of delivery or transmission. If the day of notice is a Saturday, Sunday, or legal holiday, notice shall

deemed to have been given on the first calendar day thereafter which is not a Saturday, Sunday, or legal holiday. All notices required to be given to the CITY shall be made to the CITY at:

City of Treasure Island

Attention: Hal Bruce, Purchasing Coordinator

120 – 108th Avenue

Treasure Island, Florida 33706

Phone: (727)-547-4575

Fax: (727)-547-4582

hbruce@mytreasureisland.org

Or to such other address or facsimile number as the CITY may direct from time to time by written notice forwarded to the CONTRACTOR as provided above.

All notices required to be given to CONTRACTOR hereunder shall be sent to CONTRACTOR at:

Company: USA Voltage LLC

Attention: Darrell Heard

Address: 11060 70th Ave

Phone: (727) 914-8900

Fax: N/A

Email: USAVoltage1@gmail.com

or to such address or facsimile number as the CONTRACTOR may direct from time to time by written notice forwarded to the CITY as provided above. E-mail transmittal of notices are considered delivered as of the date of electronic transmission. Both parties will supplement emailed notices with a formal version of the notice as outlined above.

SECTION 33. MISCELLANEOUS.

1. CONTRACTOR has been made aware of the Florida Public Entity Crimes Act, § 287.133, Florida Statutes, and the CITY'S requirement that the CONTRACTOR has complied with it in all respects prior to and will comply with it in all respects during the term of this Contract.

2. The Parties represent and warrant that they have entered into this Contract relying wholly upon their own judgment, belief and knowledge of the nature, extent, effect and duration of any actions, damages and liability therefore. The Parties represent that they enter into this Contract without relying upon any statement or representation of the adverse parties other than what has been set forth in writing in this Contract. The Parties represent that they have had the opportunity to discuss this matter with counsel of their choosing and are satisfied with its counsel and the advice received. The Parties understand this Contract's contents and agree that this Contract shall not be construed more strongly against any party hereto, regardless of who is responsible for its preparation or drafting. The Parties further declare and represent that no promise, inducement, agreement or understanding not herein expressed has been made to an adverse party and that the terms of this Contract are contractual and not a mere recital. This Contract shall be deemed and treated as drafted jointly by all the Parties, and no term, condition or provision of this Contract shall be construed more strictly against any Party.

3. All words used herein in the singular shall extend to and include the plural, and the use of any gender shall extend to and include all genders. The term "including" is not limiting, and the terms "hereof", "herein", "hereunder", and similar terms in this Contract refer to this Contract as a whole and not to any particular provision of this Contract unless stated otherwise. The captions and headings herein are for convenience of reference only and in no way define or limit the scope or content of this Contract or in any way affect its provisions.

4. Each of the Parties hereto covenants to the other party hereto that it has lawful authority to enter into this Contract, that the governing or managing body of each of the Parties has approved this Contract and that the governing or managing body of each of the Parties has authorized the execution of this Contract in the manner hereinafter set forth.

5. This Contract shall be executed by the respective duly authorized officials, and shall take effect as of the day and year first above written:

IN WITNESS WHEREOF, the City and Contractor have signed this Contract.

Attest:

Ruth A. Dickerson
City Clerk

Approved as to form:

By:

[Signature]
City Attorney

As To

City of Treasure Island

By:

[Signature]
City Manager

As To Contractor

Witnesses #1 Signature

Mike Herzlich
Witnesses #1 Printed

Witnesses #2 Signature

Stacy Bayles
Witnesses #2 Printed

By:

USA Voltage LLC

Signature:

[Signature]

Name:

Darrell Heard

Title:

President

**St. Pete Beach City Commission
Agenda Report**

Issue Considered: Resolution 2020-XX, amending the City of St. Pete Beach Personnel Rules and Regulations Manual.

Date: May 12, 2020

Prepared By: Colette Graston, Human Resources Administrator

Through: Alex Rey, City Manager

Summary of Issue: The City of St. Pete Beach wishes to amend its Personnel Rules and Regulations Manual, which was last amended in 2013. The Manual governs the appointment, classification, salary, promotion, demotion, dismissal, and conditions of employment of the employees of the City, provides employees and management with information about working conditions, benefits and the policies pertinent to employment and provide useful and helpful information to employees and management.

Requested Motion: "I move to approve Resolution 2020-XX... (read title)."

Attachments: Resolution 2020-XX
Exhibit A (Personnel Rules and Regulations Manual, 2020 Edition)

**Reviewed by the
City Manager:** AR

RESOLUTION 2020-XX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, FOR THE AMENDMENT OF THE CITY OF ST. PETE BEACH PERSONNEL RULES AND REGULATIONS MANUAL AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of St. Pete Beach has employees rendering valuable services; and

WHEREAS, the City Commission intends to amend policies and procedures that shall govern the appointment, classification, salary, promotion, demotion, dismissal, and conditions of employment of the employees of the City of St. Pete Beach; and

WHEREAS, the Personnel Rules and Regulations Manual is designed to provide employees and management with information about working conditions, benefits and the policies that govern employment with the City of St. Pete Beach; and

WHEREAS, it is the City Commission's intention that the Personnel Rules and Regulations Manual will provide useful and helpful information to employees and management.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, THAT:

SECTION 1. Recitals. The above recitals ("Whereas" clauses) are true and correct and adopted hereby as findings, purpose, and intent of the City Commission.

SECTION 2. The City Commission hereby amends the City of St. Pete Beach Personnel Rules and Regulations Manual attached as Exhibit "A" and incorporated herein by reference.

SECTION 3. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, THIS _____ DAY OF _____, 2020.

CITY COMMISSION, CITY OF ST. PETE
BEACH, FLORIDA.

Alan Johnson, Mayor

ATTEST:

Rebecca C. Haynes, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Andrew Dickman, City Attorney

CITY OF ST. PETE BEACH



PERSONNEL RULES AND REGULATIONS

Effective: May 12, 2020

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WELCOME TO THE CITY OF ST. PETE BEACH

The City of St. Pete Beach, Florida welcomes you as a member of its municipal staff. As a City employee, you are an important part of a group of select individuals dedicated to providing the most efficient, professional and courteous service possible for our City's customers - its citizens, property owners and visitors. We hope your association with us will be a happy and successful one. While our resources are directed toward serving our community, we are vitally concerned about your well-being, as an employee. An organization is defined by its values -- the principles or standards that the organization considers to be important. Recognizing that the public is our ultimate customer, the employees of St. Pete Beach exist to serve our citizenry including the City Commissioners, the press, and fellow employees. The employees of St. Pete Beach are the organization's most valuable resource in terms of service to the public, and therefore the City places high priority on the well-being of its employees. It is through your efforts, combined with those of other employees, that the most efficient, effective and professional services can be provided. Every effort will be made to assist you in adjusting to your job and in finding satisfaction in your work.

These Personnel Rules and Regulations have been developed to establish a consistent and equitable basis for administering matters affecting the working environment in which the City's staff functions. The policies contained in this manual are administered by the City Manager. Any questions you may have regarding this manual can be answered by your immediate Supervisor or the Human Resources (HR) Administrator. These policies are not to be construed as a contract of employment for any definite period of time between you and the City or to vest entitlement in you to any of the benefits contained herein. For those of our employees represented by a union, to the extent the collective bargaining agreement conflicts with these policies or the benefits provided in these policies, the collective bargaining agreement will prevail. In all other cases the adopted rules and regulations shall apply. The Personnel Rules and Regulations contained herein supersede and replace any previous versions and any prior Employee Handbook, memoranda or materials provided regarding the subjects herein. Inasmuch as the rules and regulations contained herein are guides only, the City, subject to applicable law, reserves the right to amend, terminate, or modify any of the policies, practices and procedures contained herein. Employees will be advised of changes, deletions or additions.

We hope these Personnel Rules and Regulations answer most of your questions regarding the City's personnel/human resource practices. Should f you have suggestions for improvement to these Personnel Rules and Regulations, please feel free to forward your comments to the HR Administrator or me.

Both the City Commission and other staff personnel are pleased to have you as a member of the City's team and join with me in the hope that you will enjoy both your work and the new friends you may make while associated with our City.

Alex Rey
City Manager

SECTION 1*

GENERAL PROVISIONS

1.01 PURPOSE

The purpose of these Personnel Rules and Regulations (hereafter referred to as "PRR" or "Rules") is to establish procedures, which will serve as a guide to administrative actions covering most personnel actions, which may arise. The final interpretation and application of these Rules shall be made by the City Manager. The City reserves the right to amend, alter, modify, delete and add to these Rules.

1.02 POSITIONS COVERED

A. Unless a specific Section or Subsection provides otherwise, the provisions of these Rules shall be applicable to all employees in City service except:

1. Elected officials.
2. Persons hired as independent contractors on a contractual, fee, or retainer basis (e.g. City Attorney)
3. Temporary or probationary employees.
4. Persons employed under the provisions of government programs or grants unless they are classified as regular full-time employees by the City.

Provided, however, the sections or subsections with an asterisk (*) beside them apply to all employees.

B. Employees employed as the City Manager's Executive Assistant, Department Directors, Assistant Department Directors, Department Operations Managers, City Engineer, and the HR Administrator are classified "at will" and:

1. Shall be supervised and evaluated by the City Manager and shall serve in their capacity - and as City employees at his will and pleasure.
2. Shall not have access to Sections 12 or 13 but shall present their grievances directly to the City Manager who shall resolve same as he deems in the best interest of City operations.

- C. In addition to subparagraph (B) above, employees in positions in pay grades 122 or higher serve in their position at the will and pleasure of the City Manager.
- D. The City Clerk shall serve at the will and pleasure of the City Commission and shall have day-to-day supervision of all aspects of the City Clerk's office. Employees of the City Clerk's office shall be hired, dismissed, supervised and evaluated solely by the City Clerk, or his designee, and shall have the duties as prescribed, exclusively, by the City Clerk.

1.03 ADMINISTRATION

- A. General Administration: The City Manager or HR Administrator shall be responsible for the City's personnel administration.
- B. Directors are responsible for the efficient and effective operation and the direct supervision of the employees assigned to their department or area of responsibility and for the proper and effective administration and enforcement of these Rules. These duties may be delegated by the Director, but the ultimate responsibility shall remain with the Director.

1.04 OVERALL EMPLOYMENT POLICY

The overall employment policy of the City shall include:

- A. There shall be no illegal discrimination in employment, employment opportunities or job actions on the basis of race, color, religion, age, sex, national origin, disability, marital status, veteran status, sexual orientation or other legally protected category. No job applicant or present employee will be illegally discriminated against or given preference because of any of the above characteristics, unless otherwise required by law.
- B. Persons with known legally recognized disabilities will be given full consideration for employment and opportunities for advancement in all departments and divisions. In accordance with the law, the City will make reasonable accommodations with respect to the essential functions of the job (as well as during the application process), provided the person is otherwise qualified to perform the job, and provided further such accommodation does not create undue hardship on City operations. To request a reasonable accommodation under the ADA or other applicable law, please see HR. You may be required to complete forms and/or provide a medical statement from a doctor.
- C. The City will make all other legally required accommodations including religious accommodations. If you believe you need an accommodation due to your sincerely held religious beliefs, please see HR.

- D. The City will take affirmative recruitment actions to expand employment opportunities for groups that are underutilized in the City workforce, but not in any way which violates applicable law.

1.05 COLLECTIVE BARGAINING AGREEMENT (CBA)

Where these Rules or departmental rules and regulations are in conflict with the express terms of any CBA, the terms of the CBA shall take precedence.

1.06 AMENDMENTS

Amendments to the PRR shall be promulgated by the City Manager. Copies will be distributed to all Departments and employees for review.

1.07 DEPARTMENT POLICIES

- A. Departmental policies and standard operating procedures related to personnel management will be in writing and submitted to and reviewed by the City Manager for approval.
- B. Departmental policies and standard operating procedures related to personnel management approved by the City Manager will serve as supplements to these Policies. In the event of conflict, the PRR shall prevail unless the departmental rule has been specifically approved as an exception by the City Manager.
- C. Approved changes in departmental policies and standard operating procedures related to personnel management shall be distributed to the affected employees after approval.

1.08 MEMOS, POLICIES AND REGULATIONS

All prior memos, policies, procedures and regulations inconsistent with this PRR are null and void.

SECTION 2*

DEFINITION OF TERMS

For the purposes of the Personnel Rules and Regulations, the following terms and related definitions shall apply and shall be interpreted and applied by the City, or its designee.

Active Pay Status - When an employee is working, on authorized paid time off, paid holidays or other time where pay is being credited to employee.

ADA - Americans with Disabilities Act

Anniversary Date – The original date an employee begins employment and the same date in following years. This is the date upon which entitlement to fringe benefits are based unless a specific benefit provides otherwise. The anniversary date may be changed in accordance with these Rules.

At-Will Employee – Employees who serve at the pleasure of the City, or its designee, may be removed from their position and disciplined up to and including termination for any or no reason subject only to applicable law. Refer to Sections 1.02(B), (C), and (D) and 4.03 for a listing of at-will positions.

Benefits - indirect, non-cash, or cash compensation paid to qualified employees above and beyond regular salary or wages, including but not limited to PTO, other types of leave, health insurance, life insurance, dental insurance, vision insurance, employee assistance program, retirement/pension plans, HSAs, FSAs, HRAs, short term disability insurance, and tuition reimbursement.

CBA – A collective bargaining agreement.

Calendar Year - For the purposes of recording leave, such as emergency, personal, military and all other leaves that have a calendar year limitation (excluding FMLA), the dates used for reporting W-2 wages for employees shall be considered the calendar year.

City – City Commission of the City of St. Pete Beach or an employee authorized to act on behalf of the City with respect to a particular matter.

City Manager - The City Manager, or its designee.

City Seniority - The total time an employee has continuously worked for the City without loss of seniority under Section 9.

Classification Plans – Commission approved pay structures.

Classification Seniority (also referred to as job or position seniority) - The length of time an employee has been continuously employed in his current position classification. Classification seniority will be lost or changed upon the loss of seniority as described under Section 9.02, and/or the transfer, promotion, demotion or reassignment to or from one job classification to another.

Collective Bargaining Agreement (also referred to as "CBA") - An agreement between an employee organization and the Commission negotiated and ratified as required by the Public Employees Relations Act.

Commission - The City Commission of the City of St. Pete Beach.

Compensatory Time (also referred to as Comp Time) - Time off from work in lieu of pay.

Confidential Employee - An employee who assists a managerial employee in a confidential manner relating to labor relations and is exempt from coverage of the Public Employee Relations Act.

Demotion - Permanent reassignment of an employee to a lower level job classification for disciplinary reasons. Disciplinary demotions are covered under Section 8.08 and Section 11. Non-disciplinary demotions are made at will by the City Manager for operational reasons.

Departmental Seniority - The length of time an employee has been continuously employed in a department.

Department Director – A Director who is assigned the overall responsibility for the operation of a recognized department.

Designated Workweek- Midnight Sunday to 11:59 p.m. the following Saturday

Dismissal or Termination - Involuntary separation from City employment.

DOL – Department of Labor.

Domestic Partner - Domestic Partner shall mean a person who is neither married to nor related by blood or marriage to the employee; is the employee's sole spousal equivalent; lives together with the employee in the same residence and the employee and Domestic Partner intend to do so indefinitely; is responsible with the employee for each other's welfare. The employee may not be married to another person at the time of declaration of domestic partnership; or have declared a domestic partnership within the prior twelve (12) months. In order to declare domestic partnership, the employee must execute a Declaration of Domestic Partnership.

DOT – Department of Transportation.

Driving Position - A position where the employee drives or may be required to drive a City vehicle in the performance of his duties.

Employee -

- A. Regular full-time employee is any employee who is non-probationary and assigned a regular schedule of a minimum of forty (40) hours a week or the regular Section 7(K) schedule (Fire), whichever applies.
- B. Regular Part-time employee is any employee who is assigned a regular schedule of less than forty (40) hours per week.
- C. A probationary employee is any full-time employee who has not completed the initial probationary period.
- D. Temporary is any employee hired for a fixed period of time.

Exempt Employee - An employee exempt from the minimum wage and/or overtime under the Fair Labor Standards Act and paid a salary for all hours worked in a work week.

FCRA - The Florida Civil Rights Act

FLSA - The Fair Labor Standards Act

FMLA - Family Medical Leave Act

Flexible Scheduling – A method of scheduling typically used for adjusting an hourly employee's work hours (start and stop times) within an eight (8) hour workday or forty (40) hour workweek.

He/His/Him - Are generic and used for reference purposes only to signal reference to both males and females.

Immediate Family - Includes spouse, domestic partner, children, parent, brother, sister, In-laws (father, mother, brother, sister, son or daughter only), any relative living in the same household, stepparent, stepchild, step brother or sister, grandmother, grandfather and grandchild, legal guardian, provided such definition shall not apply to FMLA leave under Section 18.

Job Description - A written description of some but not all of the duties and responsibilities of a job.

Managerial/Confidential Employee - An employee who performs jobs that are not routine and clerical in nature, and which require the exercise of independent judgment and is exempt from coverage of the Public Employee Relations Act.

MAPS Classification Plan – (Managerial, Administrative, Professional, Supervisory) pay-for-performance pay plan based on established goals.

May - The word “may” shall be interpreted as permissive.

Merit Pay Increase - An increase in compensation established in the Classification Plan which may be granted to an employee based on merit.

Nonexempt Employees – Employees that are entitled to overtime pay according to the Fair Labor Standards Act (FLSA).

Paid Time Off (PTO) – PTO is an all-inclusive flexible time off policy which takes the place of traditional individual vacation, sick, and injury leave programs.

Pay Grade - The salary range, which is assigned to a particular classification title, expressed as a pay range number.

Performance Evaluation (also referred to as “PE”) - A written report of an employee’s job performance.

Permanent Transfer - The reassignment of an employee from one position to another as provided in Section 7.02.

Probationary Period - The first 2080 hours, or 2912 hours for twenty-four hour shift employees, of continuous employment as a regular full or part-time employee upon hiring or promotion; provided where a formal training period, certification or license is required for a job, the probationary period shall continue until the certification or license is obtained. After successful completion of the probationary period, the employee will be classified as a regular employee.

Promotion - Subject to completion of the promotional probationary period of 2080 hours, or 2912 hours for twenty-four hour shift employees, regular assignment of an employee to a higher-level job classification.

Reclassification - Movement of a job or job classification from one pay grade to another based on significant changes in the job duties, responsibilities, job market and/or other work-related factors.

Reemployment - The hiring of a person who formerly worked for the City. Persons rehired shall be new employees for all purposes, unless the Director recommends, and the City Manager approves otherwise in a particular case.

Reinstatement - An action returning a person to City employment.

Resignation - Act of voluntarily withdrawing from City employment.

Section 7(K) - Section 7(K) of the Fair Labor Standards Act allowing certain employees in the Fire Department to be paid overtime based on a schedule other than after forty (40) hours in a seven (7) day period.

Shall - The word “shall” will be interpreted as mandatory.

Status Date – The day an employee was hired, permanently transferred, promoted or demoted to his current position. Also changing from Part-time to Full-time, from temporary to regular employment or vice versa.

Workday - The scheduled number of hours an employee is required to work per day.

Work Week or Work Period - The number of hours regularly scheduled to be worked during any seven (7) consecutive days or other work period allowed by the Fair Labor Standards Act and is authorized by the City.

SECTION 3*

STANDARDS OF CONDUCT

3.01 POLICY

- A. One of the primary objectives of the City of St. Pete Beach, in accordance with the Charter, is to establish and administer a system of personnel administration consistent with the goal of providing superior service to the community by employing and retaining individuals of the highest caliber who display pride and dignity in the performance of their duties in a public service career.
- B. To an unusual extent and in a special way, employees in the City organization are "Good Will Ambassadors". Such status involves a degree of duty and obligation regarding public and private conduct which is not common to other classes of employment. The attitude and deportment of a City employee should at all times be such as to promote the good will and favorable attitude of the public toward the City, its programs, and policies.
- C. All employees are encouraged to develop skills and seek formal training that will enhance their personal development and add to the overall expertise of the organization.
- D. It is the policy of the City to expect from employees compliance with this PRR, State Statutes, Federal Regulations and Departmental Rules in the performance of duties, as well as compliance with all safety rules and standards. An employee who violates any of the Standards of Conduct, Departmental Rules, or the PRR shall be subject to disciplinary action.

3.02 CONFLICT OF INTEREST

- A. Employees in a position to influence actions and decisions of the City or a member of the managerial staff shall refrain from internal or external relationships which may adversely affect the exercise of their independent judgment in dealing with suppliers of goods or services and other persons not employed by the City.
- B. No City employee shall accept any gift, loan, favor or service that might reasonably appear to improperly influence them in the discharge of their official duties.
- C. An employee shall not use his position with the City to obtain or attempt to obtain any special preferences, favors, privileges or exemptions for himself or for any other person.

- D. No employee shall disclose confidential information gained by reason of his official position with the City except in and as a part of his normal duties as a City employee; nor shall such employee use such confidential information not available to the public for personal gain or benefit.
- E. When an employee has or anticipates creating a business relationship with another person, partnership, firm, corporation or other business entity which does or seeks to do business with the City, or any division thereof, the employee shall advise the City Manager in writing as soon as that potential relationship is known. Failure to so advise the City Manager may result in immediate termination. The City Manager will determine whether there is a conflict of interest or a potential conflict of interest and direct the employee's activities in such a way that the conflict or potential conflict of interest no longer exists. The City Manager's determination as to whether there is a conflict of interest or a potential conflict of interest and the actions required by the City Manager shall be final.
- F. No City employee shall transact any business in their official capacity with any business entity of which he or she is an officer, Director, agent, or member, or in which he or she owns a controlling interest.
- G. No employee shall have or hold any employment or contractual relationship with any business entity or any agency that is subject to the regulation of or is doing business with the City, excluding those organizations and their officers who, when acting in their official capacity, enter into or negotiate a collective bargaining contract with the City; nor shall an officer or employee of the City have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between his private interests and the performance of his public duties or that would impede the full and faithful discharge of his public duties. This shall not prohibit an employee from practicing in a particular profession or occupation when such practice is required or permitted by law or ordinance.
- H. All employees shall comply with the Code of Ethics for Public Officers and employees under Florida State Statutes 112, as well as all City ordinances and policies, including this PRR.
- I. An employee shall not use his employment with the City to attempt to persuade any person, including, but not limited to, citizens, residents or guests, to make contributions to any cause, unless that cause has been specifically approved by the City Manager.

3.03 POLITICAL ACTIVITY

- A. Employees may engage in political activities during their non-duty time so long as their activities do not interfere with the operation of City business.

- B. Employees shall not wear or display political badges, buttons or stickers when on duty, when wearing a City insignia, riding in or on City equipment or when in a City uniform.
- C. Employees shall comply with all state and local laws involving political activity.
- D. Employees may run for elective office or be appointed to non-elective office other than those involving the City of St. Pete Beach so long as the position in no way interferes with their work as a City employee.
- E. Subject to applicable law the restrictions set forth in that law, employees may run for City office so long as they handle their candidacy in such a manner as to not interfere with the efficient operation of the City.
- F. No City employee shall solicit any contribution for the campaign fund of any candidate for City office or take part in the political campaign of any candidate for City office while on duty.
- G. No City employee shall solicit, orally or by letter, or be in any other manner involved in obtaining any assessments, contributions or services for any political candidate or party from any employee while on duty.

3.04 EMPLOYMENT OF RELATIVES

- A. The term relative includes the following relationships: Immediate Family as defined in "Definition of Terms" and uncle, aunt, first cousin, nephew, niece. Under no circumstance shall an employee have supervisory authority (direct/or indirect) over a relative or be employed in a position that creates or there is a likelihood may create a conflict of interest. In some areas or departments, the City Manager may determine if it is in the best interest of the City to ensure discipline and operational harmony that relatives not be hired or employed.
- B. Current employees who marry or otherwise acquire the relationship of relative with another employee during the term of employment shall notify the City Manager/HR Administrator. In the event it is determined the relationship is inconsistent with subparagraph a, the City Manager/HR Administrator shall make an effort to reassign one (1) of the employees so as not to have a conflict with this policy. The decision by which an employee is reassigned should be based on the qualifications of the employee and the availability of suitable positions within another department. If reassignment is not acceptable or available for resolving the conflict, one (1) of the employees shall be separated from employment. If the employees/relatives involved cannot agree as to which person is to terminate their employment, the decision shall be made at the discretion of the City Manager based on the needs of the City.

Employees/relatives who would be disqualified from employment as a result of this directive, but were employed under such status as of the effective date of this section, are grandfathered in for their status as of that date and will not be required to terminate their employment, although such employees may be subject to transfer to minimize any potential for conflict. Further, such employees will not be eligible for promotions or transfers if such would result in the creation of a conflicting situation as described in this policy. Employees/relatives who were employed by the City prior to the effective date of this rule and who would otherwise thus be entitled to continue their employment with the City, but who terminate employment after the effective date of this policy, shall be subject to this rule with regard to any future employment or reemployment.

No employee who has the ability to appoint, employ, promote, affect compensation, advance employees or to recommend such action shall do so with regard to a relative.

3.05 OUTSIDE EMPLOYMENT

- A. Employees will not engage in outside employment, except National Guard, Reserves or similar military duty, which may in any way hinder the proper performance of their public duties or impair the efficiency of City employees as determined by the Employer.
- B. No employee shall engage in outside employment with, or render services for, any person or business transacting business with any agency or department of the Employer without approval of the Department Director and the City Manager.
- C. Employees who engage in secondary employment shall do so only with approval of the Department Director and the understanding and acceptance that their primary duty and obligation and responsibility are to the Employer. Employees who engage in secondary employment will provide a source of telephone communications with the place of off-duty employment, and such information shall be current at all times.
- D. All employees are subject to call at any time for emergencies for overtime duty, and no secondary employment may interfere with this obligation. Employees may be subject to disciplinary action under this section if they fail to report for emergency or overtime duty after being ordered to do so.
- E. The City may require proof of workers' compensation coverage by the outside employer. An employee shall not drive any City owned vehicle to his outside employment, nor take any City owned equipment to said employment.
- F. Employee may not work at outside employment while on a leave of absence from the City, except with the authorization of the City Manager.

- G. Employees who are injured while working another job or jobs are required to notify their Director, or his designee, immediately.

3.06 RELEASE OF INFORMATION

Employees may accept a request for information from the public but shall forward it to the City Clerk, custodian of public records, for fulfillment.

3.07 SOLICITATION AND DISTRIBUTION

- A. Employee contributions to recognized charitable organizations are purely voluntary. No coercion of an employee to make contributions shall be permitted.
- B. Employees of the City are prohibited from conducting or promoting private business for gain while on duty or during scheduled working hours of any of the employees involved or within any City building.
- C. Employees are prohibited from soliciting for any reason during time they or the person they seek to solicit are being paid to perform actual work, including solicitations in behalf of or in opposition to a labor organization under circumstances which management determines interfere with the efficient operation of the City.
- D. Employees are prohibited from distributing literature of any kind during hours they are being paid to perform actual work or in any area where employees are engaged in work at any time under circumstances which management determines interfere with the efficient operations of the City.
- E. The solicitation and distribution prohibitions set forth in paragraphs C and D above shall not apply to solicitation and/or distribution by the City or its managerial staff, when such is part of the normal operation of City business.

3.08 EMPLOYEES' PERSONAL CONDUCT

Employees shall handle their personal life, including their financial obligations, in such a manner that it will not interfere with the efficient operation of City business or the performance of their own job responsibilities.

3.09 BRIBERY

- A. An attempt to bribe an employee is a flagrant attack on the integrity of the City and all of its employees. A bribery attempt occurs when an offer is made to give anything of value to an employee with the intention that the employee will do something or fail to do something relating to the performance of the employee's duties. Whether the action or inaction

would have taken place anyway is not pertinent to whether a bribery attempt has occurred.

- B. Bribery offers are often made subtly rather than in direct fashion. Employees must be perceptive and alert to solicitations to accept gifts of money or anything else of value in return for acts or omissions involving their official functions and shall promptly report suspicious offers in order that the facts can be evaluated, and investigations initiated when required. Any employee who has reasonable grounds for believing that a bribery attempt has occurred or will occur shall:

IMMEDIATELY REPORT THE MATTER TO HIS DEPARTMENT DIRECTOR; AND COOPERATE FULLY IN ANY INVESTIGATIONS.

3.10 ACCEPTANCE OF GIFTS, GRATUITIES, AND/OR BENEFITS

- A. Employees shall not solicit or accept any gift, either directly or indirectly, from any person or entity doing business with, regulated by, or seeking to do business with the City, or from the agent or lobbyist of any such person or entity. Employees who have questions in this regard should request an advisory opinion from their Supervisor, Department Director, or the HR Administrator. Any supervisor or Department Director may, in turn, seek guidance from the City Manager and/or City Attorney.
- B. The term "gift" means any gratuity, benefit, or any other thing which is accepted by, or given to an employee or another person on the employee's behalf, either directly or indirectly, and includes by way of illustration and not limitation, the following:
 - 1. Real property and/or the use thereof;
 - 2. Tangible or intangible personal property (as defined in Section 192.001, Florida Statutes) and/or the use thereof;
 - 3. A preferential rate or terms on a debt, loan, goods, or services that is neither a government rate available to all other similarly situated government members or officials, or a rate which is available to similarly situated members of the public;
 - 4. Forgiveness of an indebtedness;
 - 5. Transportation, lodging, or parking unless on City business and the provision of same is disclosed on a travel voucher;
 - 6. Food or beverage for employee;
 - 7. Membership dues;

8. Entrance fees, admission fees, or tickets to events, performances, or facilities;
9. Services provided by persons pursuant to a professional license or certificate;
10. Other personal services for which a fee is normally charged by the person providing the services; and
11. Any and all other similar goods or services having value not already provided for in this definition.

C. The term "gift" does not include:

1. Salaries, benefits, services, fees, commissions, or expenses associated with the employee's employment with the City or outside employer;
2. Contributions or expenditures reported pursuant to Chapter 106, Florida Statutes; campaign-related personal services provided without compensation by volunteers or any other contribution or expenditure by a political party;
3. An honorarium or an expense reimbursement related to an honorarium event paid to individuals and/or family members; however, disclosure of same shall be made, in writing, to the HR Administrator;
4. An award, plaque, certificate, or similar personalized item given in recognition of the employee's public, civic, charitable, or professional service;
5. An honorary membership in a service or fraternal organization presented merely as a courtesy by such organization;
6. The lawfully permitted use of a public facility or public property for an authorized and approved public purpose;
7. Candy, food products, or plants which are generally distributed during holidays as an act of courtesy or benevolence; however, such items shall be placed in an area which allows and encourages all employees and the public to partake of such items;
8. Promotional items such as office supplies, caps, t-shirts, etc. which have nominal value and are normally given away and distributed to employees;

9. Discounts offered to all employees (e.g., theme park discount cards) that are normally offered to other groups of employees; and
10. Winning a prize through a chance drawing at a conference from a vendor even when the city paid for the employee's registration and attendance.

D. Exceptions Regarding Gifts

1. When an employee's duties and responsibilities include attendance (such as a speaker or program participant) at business, industry or public luncheons or dinner meetings with public, industry, or business committees, organizations, or associations and these meetings are related to City business, employees may participate. When a meal is provided at the function, the employee is authorized to accept the meal.
2. Employees authorized to attend meetings, seminars, conventions, etc., sponsored by professional organizations are free to participate in the social functions that are part of the meetings or sanctioned by the host.
3. It may be appropriate for employees to attend social functions sponsored by members of an industry, business, or profession for a broad spectrum of community groups (such as legislators, businesspersons, and local officials). However, in deciding to attend such functions, employees should be careful to avoid any appearance of impropriety.
4. If an organization is promoting an event, such as a concert, in the area and delivers a few tickets to the City as a courtesy, the employee who receives the tickets or invitations shall notify the HR Administrator immediately who will advise the employee as to the disposition of the gift.
5. Employees are prohibited from promoting private businesses while on City time and from engaging in political activity, on behalf of themselves or others while on City time.
6. In the event that a gift, other than for general consumption, is received by mail or "dropped off" for an individual employee, the employee shall notify the HR Administrator immediately upon becoming aware of the gift. The HR Administrator will advise the employee as to the disposition of the gift.

3.11 ADDITIONAL ETHICAL CONDUCT REQUIREMENTS FOR EMPLOYEES WITH REGULATORY RESPONSIBILITIES

The following definitions shall apply for the purposes of this Section:

- A. The term "regulatory responsibilities" means duties or responsibilities assigned to an employee which involve:
 - 1. Direct responsibility for determination of whether or not an entity or the property of an entity is in compliance with Federal, State or local statutes, ordinances, laws, rules, or regulations, or for determinations or recommendations as to whether any license, authority to conduct business, or other certificate of authority issued by the City should be issued to an entity, be revoked, be canceled, or be suspended; or
 - 2. Direct responsibility for the approval of purchases by the City from an entity.
 - a. The term "entity" for the purposes of this Section means any individual, partnership, association, corporation (profit or non-profit), utility, or other organization, whether public or private, doing business with or subject to regulation by the City.
- B. Each employee exercising regulatory responsibility shall, within five working days of making application for employment with a person or entities doing business with or subject to the regulation by the City, report to his Department Director, in writing, that such application has been made. The term "application" means a verbal or written communication whereby an employee seeks employment or for a contractual relationship for remuneration.
- C. Each employee exercising regulatory responsibility that receives an offer of employment or an offer for a contractual relationship for remuneration from any person or entity doing business with or subject to the regulation by the City shall report such offer, in writing, to his Department Director within five working days of receipt of such offer. The term "offer" means a verbal or written communication in which a person or entity states an interest in retaining or employing the employee.
- D. Any employee exercising regulatory responsibility who has or who obtains a financial interest in an entity doing business with or subject to the regulation by the City shall report such fact to the appropriate Department Director within five working days of the acquisition of such financial interest. The term "financial interest", for the purpose of this Section,

means any arrangement whereby an employee acquires an ownership or material interest or the right to acquire an ownership of material interest, in an entity.

3.12 ADDITIONAL ETHICAL CONDUCT REQUIREMENTS FOR REPORTING INDIVIDUALS AND PROCUREMENT EMPLOYEES

A. As used in this Section:

1. The term "reporting individual" means any employee who is required by law, pursuant to Section 112.3145, Florida Statutes, to file full or limited public disclosure of his financial interests (financial disclosure). A procurement employee shall file financial disclosure pursuant to Section 112.3145, Florida Statutes.
2. The term "procurement employee" means any employee who participates through decision, approval, disapproval, recommendation, or preparation of any part of a purchase request; by influencing the content of any specification or procurement standard; by the rendering of advice; by investigation; by accepting quotes, by auditing or by participating in any other advisory capacity in the procurement of contractual services or commodities.

B. A reporting individual or procurement employee shall report the receipt of expenses relating to any honorarium event from a political committee or committee of continuous existence, as defined in Section 106.011, Florida Statutes, from a lobbyist who lobbies the City directly or indirectly, or from the partner, firm, employer, or principal of such lobbyist.

C. City employees shall not take part in any radio, TV, or video commercial for a political candidate where it is stipulated that the employee is a St. Pete Beach City employee, or the employee can be identified as a St. Pete Beach employee.

D. This section shall not apply to members of the City Commission, any other elected City official, or to a member of any City board, commission or committee.

3.13 WHISTLEBLOWER POLICY

A. Employees are expected to report any violation of law by any City employee, official, or business entity with which the City is doing business if such violation creates a serious and specific danger to the public's health, safety, or welfare.

B. Employees are expected to report improper use of public office, waste of funds, or any other abuse or neglect of duty on the part of the City, a City

employee, or a member of the City Council or any City board. An employee with knowledge of such actions or activities shall report this information to his immediate supervisor, other members of supervision, Department Director, HR Administrator, or the City Manager for investigation and resolution. The investigation will be conducted by the City Manager, HR Administrator, and/or Department Director, depending on the nature and circumstances of the allegations. Information related to an ongoing investigation will be maintained on a confidential basis to the extent provided by Florida Statutes, Chapter 119.

- C. Retaliation against an employee who reports any violation, abuse, or other improper action is strictly prohibited by Florida Statutes, Section 112.3187, and by City policy. Disciplinary action may be taken against an employee who knowingly files a false and/or malicious report.

3.14 USE OF CITY PROPERTY

A. General:

1. The equipment and facilities that are provided for use by City employees are to be used to conduct official City business only. Employees shall not request or permit the use of City-owned vehicles, equipment, material, or property for personal convenience except when such services are approved by the City or are available to the public generally. Conducting personal business with City equipment/facilities or removing any property/equipment off-site for personal use is prohibited.
2. The operation, use, or occupancy as a passenger, of a City vehicle by any City employee while that City employee is consuming alcoholic beverages, is under the influence of alcoholic beverages, to the extent that his or her normal faculties are impaired, or is using any cannabis or controlled substance as defined in Chapter 893, Florida Statutes, or is under the influence of any such cannabis, controlled substance or narcotic to the extent that his or her normal faculties are impaired, is strictly forbidden.
3. Any City employee who has knowledge of the violation or use of City property by any other City employee should report such violation promptly to the City Manager, or to such employee's immediate supervisor.
4. Employees have no personal privacy rights when using City equipment, facilities, lockers, etc. In order to discourage the use and/or distribution of illegal drugs at any time or alcoholic beverages in the workplace, upon reasonable suspicion, searches for alcohol, illegal drugs or paraphernalia may be conducted on City

property or work sites, of employee's personal property stored of City property, including but not limited to any box, bag, or other container.

B. Communications Equipment:

1. The City encourages the full use of the telecommunications systems to provide the best possible service to employees and our citizens, in accordance with the correct and permissible use of the system, as outlined below.
2. Office equipment used as a basis for telecommunications is described as, but not limited to, telephone, cell phones, voice mail, computer and beepers/pagers.
3. The use of all City telecommunications equipment is limited to legitimate City business purposes. Personal use of telecommunication equipment should be kept to a minimum. Under no circumstances shall City telecommunications equipment be used for any commercial promotional purpose, or to communicate any material of a political, religious, obscene, or derogatory nature.
4. Voice, text messaging and electronic mail are provided for City business communications only. However, incidental and occasional personal use may be permitted. Abuse of this privilege will be subject to disciplinary action.
5. Management and systems administrators may, from time to time, have a requirement to review employee voice, electronic or text messages for any of the following purposes:
 - a. To retrieve lost messages.
 - b. To recover from system failures or monitor system performance.
 - c. To comply with investigations into suspected criminal acts.
 - d. To ensure that City systems are being used for business purposes only, and in conjunction with City policy.
 - e. To fulfill public records requests.
6. Examples of Inappropriate Use of City Property (the following are prohibited):

- a. Use of the City mail system to receive personal mail or use of the City's postage meter for personal mail.
 - b. Use of official letterhead stationery for personal correspondence.
 - c. Use of obscene or profane language on City cellular telephones, mobile, or desk unit radios. "Borrowing" or taking City equipment from City premises for personal use.
 - d. Use of City computers, electronic mail, or on-line services for personal business and use of software that is not owned or licensed by the City.
 - e. Use of City equipment involving pornography and sexually oriented material.
 - f. Inappropriate or excessive use of equipment where focus was oriented towards personal interest other than the interests of the City.
 - g. Excessive time on the internet on sites or using software or applications that have nothing to do with the employee's job.
 - h. The City reserves the right to monitor the use of any City property, equipment, facilities, lockers, etc., to ensure compliance with this policy.
7. There should be no expectation on the part of the employee of privacy with City equipment including but not limited to, telephone, cellular phones, electronic devices (i.e., tablets, etc.) computer equipment, beepers/pagers, etc. An employee who uses City property, equipment, or facilities for personal reasons or personal gain shall be subject to disciplinary action up to and including termination.

C. Use of City Vehicles:

- 1. Employees must possess and carry a valid Florida Operator's, Commercial Driver's License (CDL), Non-Commercial Driver's License, or Class "D" (Chauffeur's) license when operating a City vehicle or self-propelled machinery during work assignments as required by the position description.
- 2. Drivers and/or passengers of City vehicles must wear seat belts while the vehicle is in motion, in accordance with State law.

3. If an employee is involved in an accident while operating a City vehicle, he must notify his supervisor and contact a law enforcement agency immediately. If an employee receives a traffic citation as a result of the accident, payment of the ticket/fine shall be the employee's responsibility.
4. If an employee whose position requires a driver's license has his license suspended or revoked for any reason, it is the employee's responsibility to notify his supervisor as soon as he is aware of the suspension/revocation. The supervisor will review the circumstances involved. The employee may be placed on suspension, with or without pay, pending a review of the circumstances, or arrangements may be made to place the employee in a non-driving capacity depending upon the circumstances of the license suspension/revocation, employee's overall record, and operational requirements. A memorandum outlining the circumstances will be forwarded to the HR Administrator for concurrence prior to any decision being reached/communicated to the employee.
5. The HR Administrator may monitor monthly, quarterly, or annual updates from the State of Florida Department of Highway Safety and Motor Vehicles regarding status of the driver's license of each employee whose job description requires possession of a valid Florida Driver's License. If such reports indicate that an employee's license has been suspended/revoked and the employee has failed to notify his supervisor as outlined above and has operated a City vehicle without a valid driver's license, in violation of this policy and in violation of law, the employee will be subject to disciplinary action, including dismissal.
6. Individuals who are not employees, vendors, contractors, etc., of the City are allowed as passengers in City vehicles **only** upon prior approval of the Department Director.
7. City vehicles are to be used to conduct official City business. Personal errands and/or business are not to be conducted while on City time or while using a City vehicle. However, employees who are authorized a take-home vehicle or a vehicle during work hours are permitted the use of the vehicle for local transportation during designated meal periods or work breaks while on duty and also when in route to and from work. No personal use is allowed after hours or on non-workdays unless for a City-sanctioned event.

8. Employees are not permitted to bring weapons into any City vehicle at any time (even if an employee has a valid concealed weapons permit), excluding sworn police officers who carry weapons in connection with their official duties. Employees are prohibited from carrying or having in their possession a weapon at any time while performing services on behalf of the City whether on or off City property, excluding sworn police officers who carry weapons in connection with their official duties.
9. Authorization for an employee to be assigned a take-home vehicle is in accordance with departmental policies and procedures, based on operational considerations, subject to approval of the Department Director.
10. Internal Revenue Code regulations govern the taxable or non-taxable status of take-home vehicles.
11. Failure to comply with this policy will result in disciplinary action, up to and including termination.

D. Employee Responsibility:

1. Each employee who is provided City equipment, tools, supplies, or a vehicle shall exercise reasonable care in the safekeeping, use, and preservation of such City property and shall return the property in the same condition as the property was in when issued, except for normal wear and tear, upon separation from employment or upon request.
2. Employees shall promptly report, in writing, to their supervisor the loss, damage, or unserviceable condition of City property assigned to him or under his control. The immediate supervisor shall forward the report to the Department Director for appropriate action.

3.15 UNIFORMS, DRESS AND APPEARANCE

- A. Employees supplied uniforms by the City, are expected to wear uniforms in the performance of their job, shall report in a clean full uniform on each day worked. Uniforms must also be worn in the manner prescribed by the Department Director. Failure to comply may result in the employee being suspended for the day without pay. Repetition of such conduct shall subject the employee to further discipline.
- B. Employees are expected to observe normal and reasonable standards of personal hygiene and to present a professional appearance at all times. Failure to do so may result in the employee being sent home to correct the

situation or for the day without pay. Repetition of such conduct shall subject the employee to further discipline.

- C. All hair, beards and mustaches must be of a length so as not to create operational or possible safety problems and must be maintained in a clean, neat and orderly fashion.
- D. Uniforms supplied by the City will be replaced by the City when they become unusable through normal wear and tear. A request to replace a uniform shall be submitted to the Director along with the damaged uniform.
- E. The employee is responsible to reimburse the City for uniforms lost or damaged through the employee's negligence and to return same upon cessation of employment.
- F. The City will withhold from the employee's pay reimbursement under E above up to the maximum allowed by applicable law.
- G. City issued uniforms may not be worn at times other than during the performance of City duties and during the normal trip to and from the employee's place of residency. No drinking alcohol in uniform before or after work hours.
- H. The employee shall be responsible for all laundering and minor repairs.
- I. Safety shoes, mandated by the employer to be worn on duty, shall be furnished without cost to the employee once a year, unless the Department Director determines in a particular case an employee's work responsibilities require an additional pair or pairs. Upon approval of the Employer, an employee shall be reimbursed for the purchase of safety shoes which meet or exceed the minimum quality standards provided the reimbursement does not exceed either the actual cost of the safety shoes or the actual cost of the standard, whichever is less. The Employer shall establish and post the standard for view by all employees at the start of each year. The City Manager will determine the maximum amount subject to budget availability and will review annually.
- J. Uniforms provided by the City –
 - 1. Community Development: Field Staff - short sleeve shirts, polo shirts, pants/shorts, and jacket
 - 2. Parking: Short sleeve/Long sleeve shirts, polo shirts, pants/shorts, and jacket.
 - 3. Pool: T-shirts, bathing suits, and sweatshirt.

4. Public Works: Field Staff -Short sleeve shirts, T-shirts (long/short), pants, shorts, steel-toes shoes and jacket.
5. Parks & Recreation
 - a. Recreation: T-Shirts, polo shirts, and jacket.
 - b. Parks: Short sleeved shirts, T-shirts (long/short), pants, shorts, steel-toes shoes and jacket.

3.16 GENERAL PROHIBITIONS

- A. Employees are expected to be aware that they are public service employees and to conduct themselves in a manner, which will in no way discredit the City, public officials, fellow employees or themselves.
- B. Employees shall avoid conduct or speech that is inconsistent with good order and discipline. They shall treat each other with the utmost courtesy and respect, and at all times refrain from making any derogatory remarks concerning each other. They shall direct and coordinate their efforts toward establishing and maintaining the highest level of efficiency, morale and achievement, and shall conduct themselves in such a manner as to bring about harmony among the various units of the City.
- C. No employee whose duties involve the use of a badge, card or clothing insignia as evidence of authority or for identification shall permit such badges, cards or insignia to be used or worn by anyone who is not authorized to use or wear them. Such badges, cards and insignia shall be used only in the performance of the official duties of the position to which they are related.

SECTION 4*

TYPES AND TERMS OF EMPLOYMENT

4.01 BASIS OF EMPLOYMENT

Employees are employed by the City as either probationary full-time, regular full-time, regular part-time, or temporary employees. (See Section 2).

4.02 PARTICIPATION IN BENEFITS

All regular full-time employees are eligible to participate in all City benefits. Employees working 30 hours a week or more are eligible for health insurance only. Other employees do not participate in employee benefit plans unless a particular plan so provides or unless required by law.

4.03 EMPLOYMENT TERMS

- A. Regular full-time employees who are not Directors or at-will shall continue as employees unless they are terminated, laid off, retire, or otherwise leave City employment as provided in these Rules.
- B. Full-time employees who have not successfully completed their initial probationary period as defined in Section 2 and all other employees of the City, including those covered by Subsection 1.02(B), serve at the will and pleasure of the City and may be disciplined or dismissed for any reason or no reason, subject only to applicable law. Such employees shall not have access to the grievance procedure set forth in these Rules or any applicable collective bargaining agreement unless the agreement provides otherwise. All decisions concerning their wages, hours, and working conditions shall be made by the City Manager.

4.04 REGULAR FULL-TIME AT-WILL EMPLOYEES – SPECIAL CONDITIONS

- A. Because regular full-time employees covered by Section 1.02(B) serve at the will and pleasure of the City Manager and have no property right in employment or their position, they shall be entitled to receive severance pay excluding statutory deductions if terminated by the City Manager.
- B. To the extent this provision does not violate then existing current law, Employees who have served in a position covered by Section 1.02(B) for more than three hundred sixty-five (365) consecutive days whose employment with the City is terminated, except for at will, subject to Subsections 4.04(C) and (D), be paid severance pay of one (1) week's pay for each year of continuous employment with the City but not less than eight (8) weeks nor more than twenty (20) weeks.

- C. To receive severance, the employee must execute a release satisfactory to the City.
- D. Severance under this subsection will not be paid to an employee terminated because of misconduct as defined in F.S. 443.036(29) (or as misconduct is defined in the law applicable at the time of termination), or because of dishonesty in connection with City business, for violation of the City drug-free workplace and alcohol policy, sexual and other illegal or improper misconduct, violation of the harassment policy, failure to fully or truthfully cooperate in an investigation conducted by or at the direction of the City, or failure to be acquitted if charged with a felony connected with City business.

4.05 PROBATIONARY EMPLOYEES

- A. Subject to 4.03(b), all regular full-time employees shall serve an initial probationary period of 2080 hours or 2912 hours for twenty-hour shift employees. Said probationary period may be extended by their Director for up to an additional ninety (90) days with the approval of the City Manager.
- B. When an employee is initially hired in a position which has a formal training program or requires certification or licensing, the probationary period as set forth in paragraph A above shall continue until the program, certification, or licensing is successfully completed.

4.06 PROMOTIONAL PROBATION

- A. An employee promoted to a higher level job classification shall serve an initial probationary period of 2080 hours or 2912 hours for twenty-four hour shift employees except where a license or certification is a prerequisite to holding the job, in which event the probationary period will continue until the license or certification is successfully obtained. During the promotional probationary period, the employee shall serve in the position to which he was promoted at the will and pleasure of the Director.
- B. In the event a promotional appointee is found to be unable or unwilling to perform the duties of the position to which the employee was promoted, the employee shall be returned to the position and status held immediately before the promotion, if the position is vacant; or the employee may be transferred to a vacancy within the same pay range subject to the approval of the City Manager. If there are no vacancies, the employee will be dismissed but may be considered for any future vacancies for which the employee is qualified.
- C. Extension of probation. Employees out on leave, while on probation will

have the probationary period extended, on a day-by-day basis equal to the amount of leave time taken. Employees shall not be removed from initial or promotional probation without the express, written approval by the Department Director and City Manager.

- D. Accruals. Employees are entitled to accrue PTO during their probationary period. During probation employees may use PTO as it accrues.

4.07 LOYALTY OATH

As a recipient of public funds, and to the extent allowed by law, employees are required to sign a loyalty oath(s) as a condition of employment.

SECTION 5*

HIRING PROCEDURES

5.01 VACANCIES

- A. When a position vacancy occurs, the department submits a request to fill the position to the HR Administrator to initiate recruitment of a replacement. Requests for personnel should be submitted as soon as official notice of impending openings is received or need for a position is known.
- B. With the input of the Department Director, the HR Administrator prepares recruiting notices to publicize vacancies/solicit candidate applications.
- C. All positions will be posted internally for City employees for a minimum of ten days. Positions may also be advertised/posted externally concurrent with internal posting. Postings are “open until filled” or can be made for a specific time with a closing date.
- D. All persons inquiring about employment shall be directed to the HR page of the City website to complete and submit the online application form. Applications will only be accepted for posted vacant positions.

5.02 INTERVIEWS

- A. The HR Administrator will refer to the hiring Director qualified applicants for interview and assist in scheduling interviews, interviewing qualified candidates, and selecting the candidate who best matches the position requirements. In making this determination, the manager/supervisor shall consider each candidate's merit and ability, as evidenced by training, education, experience, certification, skills, etc., based on valid minimum standards/requirements outlined in the position description. Additionally, Veterans' Preference requirements shall apply in this process.
- B. Following completion of interviews, the hiring department completes the recommendation to hire form regarding candidate selection and returns the form and all applications to the HR Administrator for further action.

5.03 BASIS FOR SELECTION

- A. Employment with the City shall be based on skills, experience, training, education, ability, physical and mental ability to do the available work and other factors that are related to the performance of the job in question.
- B. As part of the pre-employment procedure former supervisors, employers and references provided by candidates shall be checked as a precaution against obtaining undesirable employees. Reference checks will be documented and made part of the applicant's file. Criminal background, driver license(s), if applicable, and social media accounts shall be checked also.
- C. The City reserves the right to reject any applicant for any reason or no reason subject only to applicable law.

5.04 TESTING

At its option and expense, the City may use legal physical, written or oral examinations and performance tests to assist it in the selection process.

5.05 DRUG TESTING

Subject to applicable law, the City may require submission to and successful passing of testing for the use of illegal controlled substances as a condition of employment or continued employment with the City.

5.06 DISABILITY AND MEDICAL EXAMINATIONS

- A. At the option of the City, applicants may be required to take a medical examination after they have been offered employment.
- B. If with the prior approval of the City Manager, an applicant is placed on the payroll prior to having completed a required medical examination, he shall be advised at the time he is placed on the payroll that his employment will be conditioned upon successfully passing a medical examination.
- C. Employees may be required to take a medical examination at any time by the City for reasons connected with their job (e.g., an accident on the job, fitness for duty).
- D. Employees who are directed to take a medical examination under paragraph A, B or C above and who refuse to do so will be automatically terminated.
- E. Applicants who take a medical examination pursuant to paragraph A, B or C above shall not be employed, or, if previously employed, shall be terminated immediately if the results of the medical examination show that

they are either mentally or physically unable to perform the essential functions of the job. However, if they have a legally recognized disability, they will be terminated only if they cannot be reasonably accommodated to perform the essential job functions of the job without undue hardship to the City and such action shall be subject to applicable federal, state and local laws dealing with handicap status.

- F. Subject to applicable law, all medical examinations required to be taken under paragraphs A and B above shall include drug testing to determine the presence or absence of illegal controlled substance in their body. Drug testing above will be conducted under the Drug-Free Workplace and Alcohol Policy of the City.

5.07 PAY RATES FOR NEW EMPLOYEES

In an effort to successfully recruit the most qualified candidates for employment, the City of St. Pete Beach may recognize past years of comparable service in determining starting pay.

Compensation for at-will employees shall be determined by the City Manager at his discretion.

Wages are set forth in collective bargaining agreements except for MAPS employees. The pay grades for MAPS classifications are reviewed and subject to modification by the City Manager.

SECTION 6*

TYPES OF SEPARATIONS

6.01 TYPES OF SEPARATIONS

Separations and/or terminations from positions in the City service are designated as one of the following types. Personnel forms shall show the reason for the separation, and the last day worked. The effective date of the separation shall be the last day on which the employee is present for duty.

- A. Death - Separation shall be effective as of the date of death. All compensation and benefits due to the employee as of the effective date of separation shall be paid to the designated beneficiary listed on the form for his city life insurance.
- B. Disability - When an employee is determined to have a legally recognized disability which impairs his ability to perform the essential functions of the job, which he still cannot perform with reasonable accommodation and without undue hardship to the City, the City Manager may take whatever action he deems in the best interests of the City, including termination of employment.
- C. Dismissal or Discharge
 - 1. Temporary, part-time, and probationary employees are subject to dismissal from City employment pursuant to Section 4.03(B).
 - 2. Except as provided in Section 1.02(B), (C) and (D), regular full-time employees are subject to dismissal from City employment pursuant to Section 11.
- D. Reduction in Force (Layoff) - Reductions in force shall be in accordance with Section 9.
- E. Probationary Termination - When an employee is terminated for not successfully completing the probationary period.
- F. Resignation - An employee wishing to leave the City in good standing shall file with his Director a written resignation, stating the date and reasons for his resignation. Such notice must be given at least two (2) weeks prior to the date of separation and the employee must work each regularly scheduled day during said two (2) week period to maintain good standing status. Employees who give such notice may be considered for reemployment with specific approval of the City Manager. A Director, with City Manager approval, may exempt an employee who has given less than the required notice if, in the Director's judgment, exceptional

circumstances warrant such an exemption. If proper notice is not given to the Director at least two (2) weeks prior to the date of separation employee is subject to forfeiture of any accrued sick leave or PTO balances.

- G. Retirement - When an employee retires under the terms and conditions set forth for the City-sponsored applicable Pension/Retirement Plan.

6.02 RETURN OF PROPERTY AND FINANCIAL OBLIGATIONS

- A. At the time of separation from employment, the employee shall return all records, books, assets, uniforms, keys, tools and other items of City property to his department. Failure to return same in usable condition shall result in the maximum deduction allowed by law from the employee's final paycheck. Any balance due over and above the amount deducted from the employee's paycheck may be collected by the City through appropriate legal action.
- B. All outstanding voluntary debts to the City incurred by the employee, such as the cost of non-compensatory training, shortages or advance of leave or expense accounts, advances on pay and other standing debts due to the City will be deducted from the employee's final paycheck.
- C. All deductions under paragraphs A and B above shall be subject to the applicable State and Federal law.

SECTION 7

TRANSFERS AND WORK OUT OF CLASSIFICATION

7.01 TEMPORARY TRANSFERS/WORK OUT OF CLASSIFICATION

- A. An employee assigned for thirty (30) calendar days or more to a position in a higher pay grade shall have a rate increase retroactive to the first day of the transfer. A 5% increase or the entry level of the temporary pay grade shall be given, whichever is greater. When the employee is reassigned to his original position, he shall be at the rate he would have achieved if no transfer had occurred.
- B. When a non-exempt employee temporarily works in a lower paid job classification, he shall receive the rate of pay for his regular job classification.
- C. A routine assumption of duties that occurs in the absence of another employee on vacation or with a short-term illness is not a transfer and does not affect salary.

7.02 PERMANENT TRANSFERS

An employee may be permanently transferred from one job classification or department to another job classification or department:

- A. At the employee's request, if in the opinion of the City Manager, it is in the City's best interest. An employee requesting a transfer shall submit a written request to the Department Director. Consideration for such action will depend on vacancy availability and other conditions which are deemed necessary as determined by the Department Director, and as approved by the City Manager.
- B. By the City Manager for operational or efficiency reasons.
- C. In all cases involving more than one (1) department, both Directors must agree to the transfer, unless in a particular case, the City Manager decides otherwise.

7.03 RECLASSIFICATION

When a job is reclassified, the employee holding the reclassified position will be paid in accordance with the applicable City Classification Plan and Section 8.08 at the grade assigned for the reclassified job.

- A. Purpose – The most common type is the reclassification of an entire class of jobs. Reclassification can also take place when the work performed on

a particular job changes substantially over a period of time, due to new technology or a change in the department's focus, by design or evolution.

- B. Request for Reclassification – Reclassification can be initiated through independent, outside review conducted by or at the direction of the City or at the request of the individual or the supervisor, if accompanied by written supporting documentation. This documentation should be sufficient to support a reclassification, e.g., actual job duties and tasks.
- C. Approval – Implementation of a requested reclassification of an individual or individuals to another job title within the existing Classification and Compensation Plan requires authorization of the City Manager. If the reclassification is for an entire class of jobs, it requires an amendment to the pay approved by the City Commission.
- D. Effect on Pay – When a reclassification occurs, the employee is placed in the new grade.

SECTION 8

PROMOTIONS/DEMOTIONS/LATERALS

8.01 NOTICE OF JOB VACANCY (OR POSTING)

Except at-will employees and when determined operationally necessary and efficient by the City Manager, all vacancies within the City will be posted for a minimum of ten (10) working days. Posted vacancies may also be advertised outside the City when deemed necessary by the City Manager. The posting will advise whether the job will be advertised or be initially restricted to employee applicants. The HR Office maintains the procedure used for posting positions.

8.02 APPLICATION

Employees who wish to be considered for the vacancy must complete a new online application found on the HR page of the City's website

8.03 POOL OF QUALIFIED APPLICANTS

The Director of the Department in which the vacancy exists, in conjunction with HR, will determine which of the employees, if any, who bid the job and outside applicants, when applicable, meet the minimum qualifications for the job.

8.04 INTERVIEW

All employee applicants determined by the Director and HR Administrator to meet the minimum qualifications for the job will be interviewed. When applicable, the most qualified from among outside applicants, if any, whom the City determines is better qualified than employee applicants will also be interviewed.

8.05 NO SUFFICIENTLY QUALIFIED APPLICANTS

If, after completing the interview and evaluation, the Director determines that none of the applicants are sufficiently well qualified for the job, the City Manager may fill the position in any manner he wishes.

8.06 BASIS OF SELECTION

A. When the posting is restricted to City employees, in determining whom to promote from among qualified employee applicants, if any, the Director shall consider:

1. The skills, knowledge and abilities to perform the job.
2. The employee's past work-related experience with the City and elsewhere.

3. The employee's past performance record with the City.

When factors 1, 2 and 3 are relatively equal in the opinion of the City, time of continuous service in the Department and with the City, in that order, will be given preference.

- B. When the posting is not restricted to City employees, the Director will consider factors 1, 2 and 3 for employees and factor 1, plus the outside applicant's references and past work-related experience and performance with other employers. When, in the opinion of the Director, all factors are considered relatively equal among all qualified applicants, City employees will be given preference, and as among them, time of continuous service with the Department and the City, in that order, will be given preference.

8.07 WAGE RATE

No employee shall be eligible for promotion to any higher grade until the employee has completed an initial probationary period, unless the City Manager approves the promotion.

8.08 PROMOTION, DEMOTION & LATERAL

- A. An employee who is promoted to a position in a higher pay grade, shall receive an increase in the rate of pay. The new pay shall be the minimum rate in the new pay grade or a 5% increase, whichever is higher.
- B. An employee who is demoted to a position in a lower pay grade shall receive a decrease in pay. The new pay shall be the top of the range in the lower pay grade or a 5% decrease in current salary whichever results in the lower rate of pay.
 1. An employee may be demoted to a lower position for any of the following reasons: an employee's position is being abolished; an employee's position is being reclassified due to a lack of work; lack of funds; being removed during probation; an employee voluntarily requests a demotion; or for disciplinary reasons.
 2. A demoted employee will be required to serve a new probationary period and will be eligible for consideration for a merit pay increase on October 1st after the completion of the new probationary period, provided the employee is not at the top of the pay grade. All demotions must be at the direction of the Department Director concerned, reviewed by the HR Administrator for compliance with all related PRR and approved by the City Manager.
- C. Lateral - If an employee is moved to a position in the same pay grade, the rate of pay will remain the same and the anniversary date will not change.

SECTION 9

SENIORITY LAYOFF AND RECALL

9.01 ACCRUAL

City, departmental and job classification seniority shall continue to accrue during all types of compensable leave approved by the City. Approved leaves of absences of thirty (30) or more consecutive workdays without pay shall not count towards the accrual of classification seniority unless the law requires otherwise.

9.02 LOSS OF SENIORITY

An employee shall lose his seniority and be terminated from employment as the result of any one of the following:

- A. Discharge.
- B. Retirement.
- C. Voluntary resignation.
- D. Layoff exceeding one (1) year.
- E. Failure to report to the Director the intention to return to work within three (3) business days of receipt of a recall offer notice.
- F. Failure to return from military leave within the time limits prescribed by law or any other leave unless an extension has been approved in advance by management.

9.03 LAYOFF SELECTION

In the event the City decides to lay off employees within a department, the City will first lay off those employees employed on a part-time, temporary or probationary basis. If further layoffs are necessary, selection among regular full-time employees shall be based upon:

- A. Ability to perform all skills, knowledge and abilities of the work available.
- B. Special skills essential to the performance of the available work.
- C. Job performance as reflected by the performance evaluations for the past three (3) years or the most recent evaluations available.
- D. Departmental classification seniority.

E. Classifications performing work that is no longer needed.

When, in the opinion of the Director, factors A, B and C are relatively equal among employees, factor D shall prevail.

The City Manager reserves the right to determine the knowledge, skills and abilities of the positions impacted

9.04 PERMANENT LAYOFFS

In some cases, the City may utilize a layoff under circumstances where there is no reasonable expectation to return to work. Such layoffs will be designated permanent and the employees laid off shall not be eligible for recall.

A. Full-time employees who have completed their initial probationary period and who are scheduled to be laid off for lack of work, funds or other reasons where there is no fault on the part of the employee shall be eligible to receive severance pay as follows:

1. One (1) week of pay at their straight time hourly rate or salary, whichever applies, less statutory deductions, for each full year of service as an employee of St. Pete Beach, capped at twelve (12) weeks.
2. The employee's last annual performance evaluation must be satisfactory or better and the employee must be on active duty not on leave of absence or suspension without pay.
3. The employee must execute a release of all claims, including the right to file a grievance under any applicable CBA, the City PRR, as well as any and all judicial and/or administrative claims. If an employee is in a collective bargaining unit, the collective bargaining agent must approve the employee's release of his/her right to file a grievance under the applicable collective bargaining agreement and the City PRR.
4. Employees covered by Section 1.02(B) are not entitled to severance pay under this Section, but as provided in Section 4.04.

B. Eligible employees not covered by Section 1.02(B) or (C) who have recall rights under this PRR or any CBA, may elect to retain recall rights in lieu of severance pay as provided in Section 9.04(A) above.

9.05 RECALL

Except for employees laid off pursuant to Section 9.04 above regular full-time employees who are recalled by the City within twelve (12) months shall have their City service, departmental service, and job classification seniority restored;

however, they will not be given credit for the period of the layoff nor shall they receive wages or benefits during the period of the layoff.

9.06 DECISIONS FINAL

Decisions made pursuant to this Section shall be final and shall not be subject to the grievance procedure in Sections 12 or 13.

SECTION 10*

ATTENDANCE/TARDINESS

10.01 PRESENT AND ON TIME

All employees are expected to report for duty at the scheduled time and remain there until the scheduled leaving time. Each Director shall be responsible for the attendance and timeliness of all persons within his department.

10.02 CALL-IN

Employees are required to call or text before they are scheduled to report to work when they are going to be absent or late. (Check with your Supervisor or Director for specific instructions that pertain to your department). Hourly employees who fail to call in before the employee's shift begins will be subject to discipline, unless the Director is satisfied that the failure to call in was for a reason beyond the employee's control. Such instances will be recorded as unscheduled PTO.

10.03 VERIFICATION

The Director may require an employee to establish to his satisfaction that an absence or tardiness was for a legitimate reason. Such proof, in the case of sickness or injury, may include the presentation of a medical doctor's excuse from a doctor acceptable to the City.

10.04 CONTINUING ABSENCE

In the case of a continuing absence, the employee must call in each day unless otherwise instructed by his Director or Supervisor.

10.05 PERSON TO CALL

Call-ins are to be directed to the employee's immediate Supervisor; however, in the event the immediate Supervisor is not available, the employee must speak with the Director, or his designee. If no one is available to speak with the employee, the employee must leave a contact number where they can be reached.

SECTION 11

DISCIPLINARY ACTION

11.01 GENERAL STATEMENT

It is the hope of the City that effective supervision and employee relations will avoid most difficulties which otherwise might necessitate discipline of employees. However, when disciplinary action becomes necessary, the City recognizes the fact that each situation differs in many respects from others that may be similar in some ways. Thus, the City retains the right to treat each incident on an individual basis without creating a precedence for other cases which may arise in the future as to a particular employee or group of employees and to determine the appropriate discipline in every matter on a case by case basis. Note that this Section 11 does not apply to employees who serve at the will and pleasure of the City Manager.

11.02 FORMS OF DISCIPLINE

- A. The City recognizes the following types of discipline:
 - 1. Verbal reprimands.
 - 2. Written reprimands.
 - 3. Suspension without pay.
 - 4. Demotion.
 - 5. Combination of the above.
 - 6. Termination of employment.
- B. A Director may also combine a probationary period not to exceed six (6) months with all forms of discipline except termination.
- C. The Director, or his designee, will consult with HR in deciding appropriate disciplinary action greater than a written reprimand. However, the Director may place the employee on administrative leave with pay to the next regular workday of the City (Monday through Friday) if the Director deems it is operationally necessary. The Director shall then immediately consult with HR, to determine whether temporary suspension without pay or additional administrative leave is appropriate pending completion of an investigation and a final decision as to the appropriate disciplinary action, if any.

The City Manager will determine if at-will employees will continue administrative leave past the first day and if so, whether it will be with or without pay.

11.03 APPLICATION OF DISCIPLINARY ACTION

- A. Verbal and written warnings for regular full-time employees may be given for any reason listed in Section 11.05, Group I or Group II, or for any other just cause.
- B. Subject to Section 11.02(C), regular full-time employees may be suspended without pay temporarily pending investigation and final determination of possible disciplinary action.
- C. Subject to Sections 1.02(B), (C) and (D), 3.14(A), 4.05, 11.03(B) and 11.06(A), regular full-time employees who have completed their initial probationary period may be suspended without pay, demoted for disciplinary reasons or terminated for any reason listed in Section 11.05 below, or for any other just cause.
- D. Before an employee is temporarily suspended without pay if the employee is available, the Director, or his designee, will advise the employee of and the reason for the temporary suspension and give the employee the opportunity to explain his position verbally or in writing.
- E. All other employees serve at the will and pleasure of the City Manager and may be subject to discipline, up to and including termination, as he deems appropriate subject only to applicable law.

11.04 NOTICE OF DISCIPLINARY ACTION AND PRE-DISCIPLINARY PROCEDURE

- A. *Pre-Disciplinary Procedure.* When a Director is considering suspension without pay, other than temporary pending a final decision, demotion or termination of a regular full-time employee who has completed his initial probationary period:
 - 1. The employee shall be given written notice of the reason such disciplinary action is being considered, the names of the witnesses, a summary of the information on which the Director relies and an opportunity to present his position either verbally or in writing to the Director before the decision is made. Notice shall be complete upon either personally handing it to the employee or mailing it to the employee's address as contained in the City personnel file.
 - 2. The Director, with the approval of the City Manager, may suspend the employee without pay immediately pending the ultimate decision, provided the employee shall be given an opportunity to explain his position before the temporary suspension without pay.

3. If after considering all of the evidence before him, the Director decides to suspend the employee without pay, demote or terminate, he shall notify the employee in writing of the decision and the reasons therefore, and advise the employee of his right to a due process hearing under Section 12.02 – Appeal Procedure.

In all cases of written reprimand, probation, suspension without pay, demotion, any combination of same, or termination; the regular full-time employee will be notified in writing of the action taken and a copy of such notice shall be retained by the City in the employee's personnel file. If the employee is exonerated the City will place a memorandum in the file stating that the employee was exonerated, and the employee shall be provided back pay, less interim earnings, and deductions for periods the employee was unable to work due to the temporary suspension.

11.05 TYPES OF OFFENSES

There are two (2) groups of example offenses for which full-time employees may be disciplined up to and including termination, and the guidelines for recommended penalties for those examples of unacceptable conduct are set forth below; however, the principles concerning application of discipline to these sample offenses or others as set forth in Sections 11.01-11.02 above shall apply. Nothing herein shall be construed to limit disciplinary action to the sample offenses enumerated below, and suspension without pay, demotion or termination may be for any just cause.

This paragraph provides recommended but not mandatory penalties to apply to the specific example offenses listed here; however, the penalty utilized shall be discretionary with management in all matters of discipline and nothing herein shall require that a particular form of discipline be utilized in any case prior to the utilization of another form of discipline.

GROUP 1 OFFENSES

First Offense – Verbal or written reprimand

Second Offense - Up to ten (10) days suspension without pay

Third Offense - Up to and including termination

1. Wasting time, loitering or leaving assigned work area during working hours without permission.
2. Excessive tardiness and/or absenteeism, which disrupts departmental operation regardless of the reason.
3. Taking more than allowable times for meal or rest periods.
4. Unacceptable, inefficient productivity or competency.

5. Sleeping on the job unless authorized to do so.
6. Violating a safety rule or practice; not wearing required safety clothing or equipment.
7. Engaging in horseplay, scuffling, wrestling, throwing things, malicious mischief, distracting the work of others, catcalls, or other disorderly conduct.
8. Failure to report the loss or damage of City equipment or other City property entrusted in the employee's custody.
9. Failure to keep the City and department notified of the employee's current proper physical address and telephone number.
10. Gambling, lottery or engaging in any other game of chance in any fashion, while on duty or that brings disrepute upon the City.
11. Violation of published City or departmental policies, rules, standard, orders, operating procedures or regulations.
12. Unexcused tardiness or absence.
13. Violation of the Standards of Conduct in Section 3.

GROUP II OFFENSES

First Offense - Up to and including termination

1. Conviction of a felony.
2. Abuse of leave privileges.
3. Use of official position for personal advantage.
4. Deliberately or negligently misusing, destroying, losing or damaging any City property or property of an employee.
5. Falsification of personnel, City, or Departmental records, including employment applications, accident records, work records, purchase orders, time records, or any other report, record, or document.
6. Making false claims or intentional misrepresentation in an attempt to obtain sickness or accident benefits, workers' compensation, or any other benefit.

7. Insubordination or the refusal to perform work assigned, or to comply with written or verbal instructions of a Supervisor.
8. Use or possession or display of firearms, explosives, or weapons on or in City property unless authorized.
9. Removal of City property or any other employee's property from City locations without proper authorization, theft of City property or any employee's property.
10. Failure to return at the end of an authorized leave of absence.
11. Concerted curtailment, restriction of production, or interference with work in or about the City's work stations including, but not limited to, instigating, leading, or participating in any walkout, strike, sit down, stand-in, slowdown, or refusal to return to work at the scheduled time for the scheduled shift.
12. Absent without permission or leave (AWOL)/Job abandonment.
13. Acceptance of a gift, service, or anything of value in the performance of duty or under any other circumstances where the employee knew or should have known it was given with an expectancy of obtaining a service or favored treatment.
14. Possession, use, sale, attempt to sell, or procure illegal controlled substances at any time whether on or off City property or whether on or off duty; and possession, use, sale or attempt to sell or procure alcoholic beverages while on duty, on City property, or while operating or riding in or on City equipment. Police officers transporting controlled substances or alcohol as evidence are excluded from this provision.
15. Refusal to fully and truthfully cooperate in an investigation conducted by or at the direction of the City.
16. On or off the job conduct which adversely affects the ability of the employee to perform his duties and/or adversely affects the efficient operation of the City government or any department, division, or area of City government.
17. Discourteous, insulting, abusive, or inflammatory language or conduct toward the public or co-workers.
18. Improper harassing comments, any other form of harassment or any improper act directed to any City employee or the general public.
19. Threatening, intimidating, coercing, or interfering with fellow employees or supervision at any time.

20. Provoking or instigating a fight or fighting while on duty.
21. Unauthorized personal use of the City's exempt tax number for any reason.
22. Accepting a bribe or gratuity, committing an illegal act or accepting a gratuity for performing the normal duties as a City employee.
23. Failure to report in writing an offer of a bribe or gratuity to permit an illegal act.
24. Communicating or imparting confidential information either in writing or verbally to any unauthorized person.
25. Refusal to sign an acknowledgment of receipt of disciplinary action.
26. Failure to possess and maintain a current and valid state motor vehicle operator's license, if driving a vehicle is required by the City as an essential part of the employee's job.
27. Failure to immediately report an arrest or conviction of a DUI or DWI to the City.
28. Loss of a license or certification required by the City, the State or other governmental entity to perform the job for which the employee is assigned.
29. Failure to return to light duty when assigned to do so.
30. Disclosure of medical information which violates HIPAA regulations.
31. Failure to immediately report an on-the-job accident or personal injury.
32. Reporting to work or working while unfit for duty, either mentally or physically, unless the condition is a legally recognized disability in which case the matter will be dealt with in accordance with applicable law.
33. Physical threats or violence.

The above list does not include all of the reasons for which an employee may be subject to disciplinary action, but as stated earlier, is intended to provide examples of inappropriate conduct.

11.06 SUSPENSION PENDING RESOLUTION OF CRIMINAL CHARGES

- A. In the event an employee is charged with any crime, the employee may be suspended with or without pay.

- B. At any time, the City Manager shall have the option of taking disciplinary action based on his own investigation without regard to the existence, status or final disposition of the criminal charges.
- C. The City Manager may elect to wait until the criminal proceeding, or a particular phase thereof is concluded before considering disciplinary action. In such a case, the City Manager may take the resolution of the criminal proceeding, or phase thereof, under consideration but shall not be bound thereby and shall make its determination as to the facts and the appropriate disciplinary action, if any.
- D. Under paragraphs B and C above, the City Manager will not consider anything less than a finding by a judge or jury, whichever is applicable, of not guilty as relevant to the issue of whether the employee engaged in the conduct in question.
- E. If an employee charged with a crime is found not guilty by a judge or jury, and the City Manager determines no disciplinary action is warranted, the employee will be reinstated with back pay less amounts earned, unemployment compensation and periods of time the employee was unavailable to work or did not make every reasonable effort to find work.

SECTION 12

APPEAL PROCEDURE FOR DISCIPLINARY ACTIONS/NAME CLEARING HEARINGS FOR TERMINATED EMPLOYEES

12.01 WRITTEN WARNINGS

Appeals of written warnings shall be under PRR Section 13.

12.02 SUSPENSIONS WITHOUT PAY, DEMOTION AND TERMINATION APPEAL PROCEDURE

- A. A regular full-time employee who has successfully completed his initial probationary period who is suspended without pay (other than temporarily), demoted for disciplinary reasons or terminated who wishes to appeal must appeal in writing to the City Manager within ten (10) working days after notice of his suspension without pay, disciplinary demotion or termination.
- B. Upon receipt of a timely appeal, the City Manager shall arrange a hearing at which the Director shall be required to establish just cause by a preponderance of the evidence.
- C. Not less than five (5) calendar days prior to the hearing, to the extent not already provided under Section 11.04 the Department Director and the employee will provide the other with a list of witnesses, except rebuttal witnesses, a brief summary of their anticipated testimony, and a list of all documents, except rebuttal documents, upon which they intend to rely.
- D, The employee shall be entitled to be represented by counsel of his choice at his expense and shall have the right to present evidence, examine and cross-examine witnesses and state his position orally or in writing.
- E. Proceedings shall be recorded by tape, video or other recorder or by court reporter.
- F. The City Manager shall consider the evidence before him and make Findings of Fact and Conclusions of Law, which shall be final and binding on all concerned.

12.03 GENERAL PROVISIONS

- A. The time limits set forth above, may be extended upon written request for reasons considered appropriate by the City Manager. Failure of an employee to file an appeal in a timely fashion, unless an extension has been granted in advance, will constitute an automatic abandonment of his appeal.

- B. In the event a grievance is filed which involves two (2) or more employees in the same or similar event, happening or condition, the City Manager may rule that all grieving parties shall be governed by one (1) grievance form and resulting decision. The Department Director, City Manager need not rule on each individual grievant's case separately when the foregoing conditions are present.

12.04 DELEGATION OF AUTHORITY

At his option, the City Manager may delegate to another Director, an attorney or other person to hold the hearing and make the final decision or hold the hearing and make recommended Findings of Fact and Conclusions of Law, in which event the City Manager shall be bound by the recommended findings of fact as long as they are supported by probative evidence in the record and conclusions of law. The City shall bear the fee of any substitute for the City Manager which he delegates.

12.05 NAME CLEARING HEARING*

- A. Any employee who is terminated and the former employee contends that, in relation to the termination, false statements that are damaging to the employee's reputation have been made public or placed in the former employee's personnel file, the former employee is entitled to a Name Clearing Hearing. The purpose of the hearing is to afford the former employee an opportunity to clear his/her name by responding to the statements. The hearing will not serve as any type of appeal of the termination or to gain reinstatement. Every former employee is NOT entitled to a Name Clearing hearing. Such a hearing is only required when any statement relating to termination "stigmatizes" the former employee's reputation and the former employee denies the truth of the statements. A statement is stigmatizing if it involves allegations of dishonesty, immorality or other conduct which may damage the former employee's reputation among associates and impair his/her ability to obtain other employment. Examples include: falsifying records, misappropriating City property or funds, mental instability or statements that the employee is untruthful, untrustworthy, unethical or has demonstrated poor judgment, or has committed a crime or immoral act.
- B. A request for a Name Clearing Hearing must be made by the employee in writing within 14 calendar days from the effective date of termination. If the employee has appealed his/her termination as set forth above, the employee has 14 days after receiving the City Manager's Findings of Facts and Conclusions of law that uphold the termination to make a request for a Name Clearing Hearing. Failure of a former employee to request this hearing on a timely basis is a waiver. Any request for a Name Clearing Hearing must identify the specific statements the former

employee contends are false. At the hearing the former employee will be allowed to present testimony from him or herself and witnesses and documents to support the former employee's allegations that the statements at issue are untrue. Either the City Manager or a person designated by the City Manager will act as the hearing officer. The hearing officer will not be the former supervisor of the former employee.

- C. The hearing will not consist of or result in the formulation of any conclusions or the nullification of the termination. The sole purpose is to provide an opportunity for a former employee to present information to clear his/her name. Within 30 days after the hearing, the hearing officer will issue a written report summarizing the evidence presented. A copy of the report will be placed in the former employee's personnel file along with a transcript of the hearing provided that the former employee has provided the court reporter for the hearing and provided a copy of the transcript to the City.

SECTION 13

EMPLOYEE GRIEVANCE PROCEDURE – WRITTEN WARNINGS AND NON-DISCIPLINARY MATTERS

13.01 PURPOSE

It is the purpose of this grievance procedure to assure employees that written warnings and non-disciplinary problems and complaints arising under the PRR will be considered fairly, rapidly and without reprisal. It is expected that the procedures set forth below will encourage employees to discuss with their supervisor matters pertaining to conditions of employment as they affect individual employees. In addition, free discussion between employees and supervisors will lead to better understanding of practices, policies, and procedures which affect employees. This will serve to identify and eliminate conditions which may cause misunderstandings and grievances.

13.02 DEFINITION OF A GRIEVANCE

A grievance is a complaint about a written warning on the misapplication or misinterpretation of these rules or applicable Departmental rules and regulations. Discipline except written warnings shall not be considered under this Section, but only under Section 12.

13.03 PROCEDURE

- A. Step one: An employee shall present his complaint to his immediate Supervisor within five (5) working days from the time of occurrence of the problem. The Supervisor shall attempt to resolve the problem within five (5) working days after the complaint is made to him.
- B. Step two: If the employee has not received an answer from the immediate supervisor within five (5) working days, or if the employee feels the answer received is not satisfactory, he will put in writing the facts and circumstances of the problem and present the written statement to his Director within five (5) working days after the Supervisor's deadline in Step one. Assistance will be provided by HR, if requested, including for those employees who cannot read or write or have a language problem. The Director will investigate the grievance and meet with the employee to discuss the grievance within five (5) working days. The Director will notify the employee of his decision within five (5) working days following the meeting date.
- C. Step three: If the employee has not received an answer from the Director within five (5) working days, or if the employee feels the answer received is not satisfactory, he will put in writing the facts and circumstances of the problem and present the written statement to the City Manager within five

(5) working days after the Director's deadline in Step two. Assistance will be provided by HR, if requested, including for those employees who cannot read or write or have a language problem. The City Manager will investigate the grievance and meet with the employee to discuss the grievance within five (5) working days. The City Manager will notify the employee of his decision.

SECTION 14

HOURS OF WORK AND OVERTIME

14.01 HOURS OF WORK*

- A. The City shall establish the hours of work in accordance with the operational needs of the City.
- B. The Directors shall schedule the work as necessary to provide full service but should attempt to avoid overtime work except where operationally necessary.
- C. Unless otherwise provided by a CBA, employees shall be scheduled for an unpaid lunch break of not less than one-half ($\frac{1}{2}$) hour. Employees requesting a longer lunch break must get approval from their Director and will not be paid for the time.

14.02 REGULAR WORKWEEK OR PERIOD

Except for employees on a Section 7(K) schedule in the Fire Department or as otherwise provided by a CBA:

- A. The regular Workweek for regular full-time employees shall be forty (40) hours in a seven (7) day period. The workweek is Midnight Sunday to 11:59 p.m. the following Saturday. The City Manager may establish the basic work schedule and hours of work best suited to meet the needs of the departments and the City to provide proper service to the community. Nothing in these rules shall be construed as a guarantee or limitation of the number of hours to be worked per week.
- B. The basic work schedule shall be from Monday through Friday of each week unless specified or scheduled by the City Manager to meet the particular requirements of the City or individual departments. When the City Manager deems it necessary, work schedules may be established other than the basic Monday through Friday schedule.
- C. Lunch and break periods are scheduled at the discretion of the Director or his designee.

14.03 OVERTIME*

Except for employees on a Section 7(K) schedule in the Fire Department:

- A. Hourly employees shall be paid at a rate of one and one-half ($1\frac{1}{2}$) their regular hourly rate when they work more than forty (40) hours in the Workweek period unless they take comp time pursuant to (C) below.

- B. There shall not be any duplication of overtime or premium pay.
- C. Hourly employees may be allowed or required to take comp time in lieu of receiving overtime pay up to a maximum of forty (40) hours per year. At the end of the fiscal year, unused comp time will be paid to the employee. Unused comp time will not be carried over into the next fiscal year. An employee's comp time balance shall be paid in accordance with applicable law upon cessation of employment. An employee's request to use comp time on the date requested may be denied if it would unduly disrupt the operations of the City.
- D. When the governor of the State of Florida, Mayor of St. Pete Beach or representative of another local jurisdiction officially declares a state of emergency covering St. Pete Beach, employees performing essential services shall be required to work as deemed necessary by the City Manager.

Pay for time worked during emergency conditions will be as follows:

- 1. FLSA exempt employees shall be paid additional compensation above their regular salary for work during any week in which an emergency has been declared and they work in excess of 50 hours.
- 2. All non-exempt MAPS employees will be paid time and half for all hours worked in excess of their normal work week.

Employees on official paid or unpaid leave e.g. PTO, family or medical leave, etc. during an emergency, will not be eligible for any excused absence declared as a result of the emergency or emergency pay during the official leave.

14.04 ASSIGNMENT AND WORKING OVERTIME

- A. Overtime will be authorized or directed only when it is in the interest of the City and is the most practicable and economical way of meeting workloads or deadlines. Employees are to work only overtime as authorized but must report all hours worked to ensure compliance with the FLSA regardless of whether the work is authorized or not. Employees who work overtime without receiving authorization in advance may be disciplined.
- B. Employees are required to work overtime when assigned unless excused by their Supervisor. An employee desiring to be excused from overtime work assignments shall submit a request to the immediate Supervisor who shall rule on the request.

14.05 HOURS COUNTED

Hours of absence due to paid conference/training time, PTO, or jury duty will NOT be counted as hours worked for the purpose of determining eligibility for overtime. Only actual hours worked shall be counted for determining if overtime is worked.

14.06 CALL BACKS

When an hourly regular full-time employee who has worked his regular shift or more, is released to go home, leaves the City premises, and is called back to work, the employee shall be paid at the applicable hourly rate for three (3) hours, or the actual hours worked, whichever is greater.

14.07 TELECOMMUTING

Depending on the nature of the position, the City Manager at his discretion may authorize a temporary or longer-term telecommuting arrangement, subject to a formal policy.

SECTION 15

HOLIDAYS

15.01 LIST OF LEGAL HOLIDAYS/DAYS OBSERVED

- A. The City recognizes the following holidays:

New Year's Day	Veterans Day
Martin Luther King Day	Thanksgiving
Presidents' Day	Friday after Thanksgiving
Memorial Day	Christmas Day
Independence Day	(Religious Holiday substitution)
Labor Day	Personal Day

- B. Eligibility for Holidays:

1. Regular Full-Time employees receive 8 hours of holiday pay per holiday.
2. Regular Part-Time employees who work an average of 20 hours per week or more will receive 4 hours of holiday pay per holiday.
3. Part-Time Temporary employees are not eligible for holiday pay.

- C. All MAPS employees shall be granted two (2) additional Personal Days per year which are to be used by September 30th of each year or will be lost. New Hires will not be eligible for the additional two (2) Personal Days until they have completed six (6) months employment. Effective October 1, 2020 the sixteen (16) hours for the two additional Personal Days will be discontinued and will be added to the Paid Time Off accruals.

- D. When a holiday falls on a Saturday or Sunday, the following Monday or the preceding Friday will be declared a holiday for City employees, as determined by the City Manager.

- E. A Personal Day must be taken a full day at a time and must be approved in advance by the Department Director, or his designee.

- F. The Personal Day(s) shall be treated as a holiday and therefore is not subject to accrual; and if not taken, will not be paid out at time of separation of employment with the City. All Personal Days shall be used within the fiscal year, unless Departmental management denies the request due to scheduling problems, in which event the employee shall be compensated for Personal Days to which he was entitled but could not use at the end of the fiscal year. Personal Days shall be requested

through Time Clock Plus prior to the chosen day and are subject to approval by the Department Director.

- G. Employees shall also enjoy special holidays that are observed by the City during the term of this Agreement. Special holidays are defined as non-regularly scheduled holidays established by the City Commission to commemorate a special event or occasion not regularly provided to employees.

15.02 REQUIREMENTS TO RECEIVE HOLIDAY COMPENSATION

- A. Subject to 15.01 (B) above, all eligible employees will receive one (1) workday off with pay for each of the holidays.
- B. An employee must be on active pay status in order to qualify for the holiday time.
- C. Employees who are on PTO or other leave with pay during the holiday will receive holiday compensation. Employees who are required by their Supervisor to work on the day observed as a holiday must work that day to be eligible to receive holiday pay. An employee who is scheduled to work on the day observed as a holiday and reports sick will be charged with PTO for that day subject to Section 15.03.
- D. Employees scheduled to work on a holiday, and who in fact do work, shall receive pay at the normal straight rate or overtime, whichever applies, for the actual number of hours worked that day, plus a normal day's pay for the holiday provided they meet the eligibility requirements.
- E. Employees whose normal day off from work falls on a holiday shall receive holiday pay at the normal straight rate for the day, provided they meet the eligibility requirements.
- F. When a holiday falls on a day a part-time employee is not scheduled to work and the employee does not work, the employee shall receive four (4) hours pay at the straight time rate for the holiday.

15.03 ABSENCE DUE TO SICKNESS

An employee scheduled to work a holiday who fails to work because of sickness or injury shall not receive holiday pay unless (1.) he notifies his Director at least one (1) hour before he is scheduled to report for work and (2.) upon request, he presents evidence satisfactory to the Director, which may be a medical doctor's excuse, that his absence was due to a bona fide, unforeseen serious illness or injury. The employee who fails to follow this procedure will also be subject to disciplinary action up to and including termination. The Director may excuse the first requirement if he is convinced that failure to notify as required was for a reason clearly beyond the employee's control.

15.04 TWENTY-FOUR HOUR SHIFT EMPLOYEES

Regular Full Time Employees on 24 hours shifts shall receive a bank of 288 at the beginning of the fiscal year in lieu of having Holidays and Personal Days.

OR

A. Regular Full Time Employees on a twenty-four (24) hour shift schedule will receive a twenty-four (24) hour shift off with pay every thirteenth (13) shift in lieu of holiday pay, but no more than nine (9) shifts in any fiscal year.

B. Regular Full Time Employees on a twenty-four (24) hour shift schedule will be entitled to seventy-two (72) hours for personal time. Personal time must be taken a full day at a time and must be approved in advance by the Department Director, or his designee. The personal time shall be treated as a holiday and therefore is not subject to accrual. All personal time shall be used within the fiscal year, unless Departmental management denies the request due to scheduling problems, in which event the employee shall be compensated for personal time to which he was entitled but could not use at the end of the fiscal year. Personal time shall be requested through Time Clock Plus prior to the chosen day and is subject to approval by the Department Director.

SECTION 16

PAID TIME OFF (PTO) POLICY

16.01 DEFINITION

Paid Time Off (PTO) is an all-inclusive flexible time off policy in place of traditional individual vacation, sick, and injury leave programs. It does not apply to Jury Duty or bereavement leave. PTO is an employee benefit. It is a program to allow employees an established amount of paid absence without regard to the reason.

16.02 ELIGIBILITY AND USAGE

- A. All Regular Full-Time employees will be eligible to accrue PTO.
- B. All Regular Part Time employees will accrue PTO based on hours worked.
- C. Temporary employees are not eligible.
- D. PTO leave may be used for the following purposes (subject to approval in paragraph 16.05 below):
 - 1. Vacation leave
 - 2. Sick leave
 - 3. FMLA leave
 - 4. Personal leave for any number of reasons, such as:
 - a. Medical and dental appointments and treatment which is necessary during working hours.
 - b. Absences for personal business which cannot be conducted during off duty hours.
 - c. Holidays other than those observed by the City as official holidays.
 - d. Leave of Absence Without Pay
 - e. Military leave
 - 5. To supplement any leave for which employee is receiving compensation such as leave covered by short term disability benefits or workers compensation benefits only to the extent necessary to make up the difference in all compensation received from all sources at the employee's straight time weekly earnings or salary whichever applies.

16.03 ACCRUAL

- A. Full-time employees shall accrue PTO leave each payroll as follows:
- B. New hires will be eligible to begin accruing as of their date of hire. Hours available may be used with no waiting period.

Completed Continuous Months of Service	Bi-weekly Accrual	Annual Accrual	Max Accrual End of FY
0 to 59 Months	4.923 hours	128 hours/16 days	240 hours
60 to 119 Months	6.461 hours	168 hours/21 days	280 hours
120 + Months	8.000 hours	208 hours/26 days	320 hours

For MAPS Employees in lieu of Two additional Personal Days effective 10-1-2020

Completed Continuous Months of Service	Bi-weekly Accrual	Annual Accrual	Max Accrual End of FY
0 to 59 Months	5.539 hours	144 hours/18 days	240 hours
60 to 119 Months	7.077 hours	184 hours/23 days	280 hours
120 + Months	8.616 hours	224 hours/28 days	320 hours

- C. Employees working twenty-four hour shifts shall accrue PTO as follows:

Completed Continuous Months of Service	Bi-weekly Accrual	Annual Accrual	Max Accrual End of FY
0 to 59 Months	7.385 hours	192 hours	360 hours
60 to 119 Months	9.692 hours	252 hours	420 hours
120 + Months	12.000 hours	312 hours	480 hours

16.04 APPROVAL

- A. Scheduled PTO - In order to ensure effective operational scheduling PTO should be requested as far in advance as possible, but in no event less than one (1) work day before the leave is to commence unless the failure to make a timely request is determined by the employee's Department Director to be for reasons beyond the control of the employee.
- B. Unscheduled PTO - In the case of unforeseen sickness or injury of the employee or an immediate family member, the employee must advise his/her supervisor or Department Director as soon as possible, but not later than one hour before the employee's scheduled reporting time unless prohibited from doing so for reasons determined by management to be beyond the control of the employee.

- C. When a leave is for FMLA or for an absence resulting in three (3) consecutive sick days, the employee must provide a medical return to work approval from a medical doctor or other health care professional acceptable to management to return to work.

16.05 DEPARTMENT DIRECTORS

The City Manager shall be authorized to establish different terms for use and accrual of PTO for employees covered by Section 1.02(B).

16.06 CHARGING TIME

PTO will be charged for the time the employee is away from work based on the time clock, if applicable, or in increments of not less than one-quarter (1/4) of an hour.

16.07 UNUSED PTO

- A. Employees may carry over unused PTO hours from one fiscal year to the next to a maximum of 240 hours for employees with less than 5 years of service, 280 hours for employees with more than 5 years but less than 10 years, and 320 hours for employees with more than 10 years of service. Hours in excess of these maximums at the end of the fiscal year will be forfeited. For example: An employee with 36 months (3 years) of continuous service accrues 144 hours in a fiscal year. He/she may carry over their unused balance until they reach 240 hours, excess hours over 240 are forfeited.
- B. Employees working 24 hours shifts may carry over unused PTO hours from one fiscal year to the next to a maximum of 360 hours for employees with less than 5 years of service, 420 hours for employees with more than 5 years but less than 10 years, and 480 hours for employees with more than 10 years of service. Hours in excess of these maximums at the end of the fiscal year will be forfeited. For example: An employee with 36 months (3 years) of continuous service accrues 202 hours in a fiscal year. He/she may carry over their unused balance until they reach 336 hours, excess hours over 336 are forfeited.

16.08 PAYMENT OF UNUSED PTO

- A. Payment of unused PTO at time of separation:
 - 1. Regular Full Time employees: Subject to subparagraph D below, upon separation from City employment, employees are entitled to compensation for any balance of unused PTO hours to a maximum of 160 hours for employees with less than 5 years of service; 200 hours for employees with more than 5 years but less than 10 years; and 240 hours for employees with more than 10 years of service.

2. Employees working 24 hour shifts: Subject to subparagraph D below, upon separation from City employment, employees are entitled to compensation for any balance of unused PTO hours to a maximum of 240 hours for employees with less than 5 years of service; 300 hours for employees with more than 5 years but less than 10 years; and 360 hours for employees with more than 10 years of service.
- B. Should an employee die while in service, any balance of unused PTO hours will be paid to the designated beneficiary listed on the form for his City provided life insurance at the same rate as employees who separate from City employment. Regular Full-time employees – see Section 16.08 A1 and employees working 24-hour shifts see 16.08 A2.
 - C. Payment shall be at the employee's base hourly rate at time of employment termination.
 - D. An employee terminated for any of the following reasons shall not be entitled to be paid unused PTO hours at the time of separation:
 1. Use of official position for personal advantage.
 2. Making false claims or intentional misrepresentation in an attempt to obtain sickness or accident benefits, workers' compensation, or any other benefit.
 3. Concerted curtailment, restriction of production, or interference with work in or about the City's work stations including, but not limited to, instigating, leading, or participating in any walkout, strike, sit down, stand-in, slowdown, or refusal to return to work at the scheduled time for the scheduled shift.
 4. Possession, use, sale, attempt to sell, or procure illegal controlled substances at any time whether on or off City property or whether on or off duty; and possession, use, sale or attempt to sell or procure alcoholic beverages while on duty, or City property, while operating or riding in or on City equipment.
 5. Stealing from the City.
 6. Intentionally causing the City to be found in violation of Federal or State law.

16.09 UNUSED SICK LEAVE BALANCE AS OF AUGUST 19, 2013

Upon implementation of this policy, employees with a sick leave balance as of August 19, 2013 will retain that full balance of which the hours will only be available for use in a "catastrophic" situation. Catastrophic will be defined as any illness lasting longer than five (5) consecutive working

days. To receive payment the employee will be required to provide a medical excuse acceptable to the City. When an employee meets the catastrophic requirements to use unused sick leave, the City will restore the PTO hours used and charge the hours to the unused sick leave balance for the duration of the illness or until the sick leave balance is exhausted. Upon separation of employment, or death while in service, those hours will be paid in a lump sum payment (less statutory deductions) as outlined below using the employee's years of service at date of separation.

Years of Service	% of Sick Leave Payment
0-9 years	0%
10-14 years	30%
15-19 years	40%
20+ years	50%

SECTION 17

BEREAVEMENT LEAVE

17.01 BEREAVEMENT LEAVE

- A. Approved leave in the event of the death of a member of a regular full-time employee's Immediate Family as defined in Section 2 Definition of Terms will be granted as provided below:
 - 1. Up to twenty-four (24) hours with pay if the funeral is in Florida and up to forty (40) hours or twenty-four (24) hours for 24 hours shift employees with pay if the funeral is outside Florida.
 - 2. The minimum leave under this section shall be four (4) hours.
 - 3. Regular part-time employees shall be entitled to one-half (1/2) of the bereavement leave provided to regular full-time employee.
- B. The employee may be required to provide the Director with proof satisfactory to him of death in the employee's immediate family and that the employee attended the funeral before compensation will be approved.
- C. If, in the opinion of the Director, additional days are necessary, accrued PTO may be used, or the employee may be given additional time off without pay.

SECTION 18*

FAMILY MEDICAL LEAVE POLICY

18.01 ELIGIBILITY AND REASONS

Employees, who have worked for the City for at least twelve (12) months, and for at least 1,250 hours during the preceding twelve (12) months and who work at a location where the City has at least 50 employees within 75 miles, may:

- A. Take up to twelve (12) weeks of unpaid leave in a twelve (12) month period for the following reasons:
 - 1. The birth of the employee's child and to care for the newborn child;
 - 2. The placement of a child with the employee for adoption or foster care;
 - 3. In order to care for the employee's spouse, declared domestic partner, child or parent who has a serious health condition;
 - 4. Because of a serious health condition which renders the employee unable to perform the essential functions of the employee's position.
 - 5. Because of a qualifying exigency (as defined below) arising out of the fact that the employee's spouse, child (of any age) or parent is a retired or reservist member of the military on active duty or has been notified of an impending call or order to active duty in support of a contingency operation. Leave under this subsection is not available for an employee whose family member is on active duty as a member of the Regular Armed Forces.
- B. Take up to twenty-six (26) weeks of unpaid leave in a single twelve (12) month period in order to care for the employee's spouse, domestic partner, child (of any age), parent or next of kin who is a military service member who is undergoing medical treatment, recuperation, or therapy, or who is in outpatient status, or who is otherwise on the temporary disability retired list, for a serious injury or illness incurred in the line of duty while on active duty in the Armed Forces.

18.02 DEFINITIONS

The following definitions apply for purposes of this Policy:

- A. Serious Health Condition -- A "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves either: (1) inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity (i.e., the inability to work, attend school or perform other regular daily activities), or any

subsequent treatment in connection with the inpatient care; or (2) continuing treatment by health care provider, as defined by the FMLA and the pertinent regulations.

- B. Serious injury or illness – A “serious injury or illness” means an injury or illness incurred by a military service member in the line of duty on active duty that may render the service member medically unfit to perform the duties of his or her office, grade, rank or rating.
- C. Child – Except as otherwise noted in this policy, “child” means a biological, adopted or foster child; a stepchild; a legal ward; or a child of a person standing in loco parentis (in the place of a parent) and who is either under the age of eighteen (18) or, if older than the age of eighteen (18), is incapable of self-care because of a mental or physical disability.
- D. Parent – Parent means a biological, adoptive, step or foster parent, or any other individual who stood in loco parentis (in the place of a parent) to the employee when the employee was a child. Parent does not include parents “in law.”
- E. Next of Kin – The “next of kin” of a military service member means the nearest blood relative other than the service member’s spouse, parent or child, in the following order of priority (unless the service member has specifically designated in writing another blood relative as his nearest blood relative for purposes of military caregiver): (1) blood relatives who have been granted legal custody of the service member, (2) brothers and sisters, (3) grandparents, (4) aunts and uncles and (5) first cousins.
- F. Qualifying exigency – A “qualifying exigency” includes leave taken for any of the following reasons : (1) to address any issue resulting from an impending call to active duty deployment on less than seven days’ notice, (2) to attend military events and related activities (such as a military ceremony, briefing, family support program, etc.), (3) to make arrangements relating to childcare and school activities, (4) to make financial and legal arrangements, (5) to attend counseling, (6) to spend time with a covered military member who is on a short-term, temporary rest and recuperation leave during the period of deployment, (7) to attend post-deployment activities (such as a military ceremony, event, reintegration briefing, etc.), and (8) any other exigency agreed upon by the City and employee.

18.03 MEASURING THE TWELVE-MONTH PERIOD AND COUNTING FMLA LEAVE

- A. For leave taken for any of the reasons listed in Section 1(A), the twelve (12) month period in which eligible employees may take twelve (12) weeks of leave will be calculated using a “rolling” twelve month period measured backward from the date an employee uses any FMLA leave. At any time when a need for FMLA leave arises, the amount of FMLA that an employee would be entitled to use is measured by counting how much FMLA leave the

employee has used during the prior twelve months. If during that prior twelve-month period the employee has already used 12 weeks of FMLA leave, the leave is exhausted. If the employee has not used twelve weeks of FMLA leave during the prior twelve-month period, he or she is entitled to the balance of the twelve weeks that has not been used. For example, if an employee used four weeks of FMLA leave beginning 2/1/11, four weeks beginning 6/1/11, and four weeks beginning 12/1/11, the employee would not be entitled to any additional leave until 2/1/12. However, beginning on 2/1/12, the employee would be entitled to four weeks of leave, on 6/1/12 the employee would be entitled to an additional four weeks of leave, etc.

- B. For leave taken for the reason listed in Section 1(B), the single twelve (12) month period for calculating leave needed to care for a military service member begins when the employee first starts taking leave for that reason and ends twelve (12) months after that date. Leave under Section 1(B) may not exceed twenty-six (26) weeks in any single twelve (12) month period when combined with other FMLA-qualifying leave under any section of this policy.
- C. For leave taken for the birth of a child or placement of a child for adoption or foster care, the entitlement to leave under this policy expires twelve (12) months from the date of the child's birth or placement.
- D. If both spouses/domestic partners work for the City, the combined leave shall not exceed twelve (12) weeks in a twelve (12) month period if the leave is taken for the birth of the employee's child, or to care for the child after birth, for the placement of a child with the employee for adoption or foster care, or to care for the employee's parent with a serious health condition.
- E. If both spouses/domestic partners work for the City the combined leave shall not exceed twenty-six (26) weeks of leave during the single twelve (12) month period described in Section 3(B) above if the leave is taken for the birth of the employee's child, or to care for the child after birth, for the placement of a child with the employee for adoption or foster care, to care for the employee's parent with a serious health condition, or to care for a service member with a serious injury or illness.
- F. To the extent allowed by law, in the event an absence is for a reason covered by this policy, the City reserves the right to count it as FMLA leave whether the employee has requested FMLA leave or not. Leaves covered by workers' compensation and/or a disability plan will also be counted as FMLA leave to the extent the leave qualifies under this policy.

18.04 INTERMITTENT LEAVE OR LEAVE ON A REDUCED SCHEDULE BASIS

- A. In the case of leave based upon a serious health condition or a service member's serious injury or illness, leave may be taken intermittently or on a reduced schedule basis, but only if such leave is medically necessary and

the medical need can be best accommodated by intermittent leave or a reduced schedule. If intermittent leave or leave on a reduced hour's basis is required for planned medical treatment, the employee is required to make reasonable efforts to schedule the treatment so as not to unduly disrupt the City operations.

- B. In the case of leave for the birth or placement of a child in adoption or foster care, intermittent leave or working a reduced schedule is not permitted unless the City, in its sole discretion, elects to allow it.
- C. In the case of leave based upon a qualifying exigency, leave may be taken intermittently or on a reduced schedule basis.
- D. If intermittent leave or leave on a reduced hours leave is required or provided, the City may, in its sole discretion, temporarily transfer the employee to another position for which the employee is qualified with equivalent pay and benefits that better accommodates that type of leave.

18.05 EMPLOYEE NOTICE AND CERTIFICATION REQUIREMENTS

- A. For leave that is foreseeable, the employee must provide the City with at least thirty (30) days' notice. If the need for leave is not foreseeable, the employee is required to provide the City with as much notice as is practicable once the need for leave becomes known. Requests for leave should be on approved forms which are available from HR.
- B. The City will require that leave based upon a serious health condition, or a service member's serious injury or illness, be supported by a medical certification from a health care provider. In accordance with applicable regulations, the City may request, at the City's expense, a second opinion from a health care provider of the City's choice (as well as a third opinion if the second opinion conflicts with the first opinion). The City will require that medical certification be submitted showing that a request for intermittent leave or leave on a reduced schedule basis is medically necessary.
- C. The City may require subsequent medical recertification of an ongoing condition from the employee's health care provider every six (6) months in conjunction with an absence, or more often to the extent permitted by applicable law.
- D. The City will require that leave based upon a qualifying exigency also be supported by a certification and supporting documentation, including a copy of the military member's active duty orders or other similar documentation.
- E. Certification forms to be completed under this section are available from HR. If an employee's certification or recertification is deemed by the HR to be incomplete, the HR Administrator will notify the employee of the deficiency and the employee will be provided seven (7) days to cure the deficiency. A failure to complete the certification may result in the denial of leave for the period of time until the completed certification is submitted.

- F. During leaves under this policy, the employee must periodically report on their medical status and intent to return to work. Upon taking such leave, the employee will be advised of the reporting requirements.
- G. For leave taken because of the employee's own serious health condition, the employee is required to furnish a medical certification from his or her health care provider advising that the employee is able to safely resume performing the essential functions of his or her position before the employee will be allowed to return to work.

18.06 HEALTH INSURANCE PREMIUMS

- A. During leaves of absence under this policy, the City will continue to pay its portion of the health insurance premiums and maintain the employee's coverage under the health plan in the same manner as if the employee had been continuously employed during the entire leave period, provided the employee continues to pay his or her share of the premiums.
- B. Should the employee fail to continue to pay his or her share of the premium, notices of proposed insurance cancellation and the opportunity to pay the premium as required by the FMLA will be provided before the cancellation.
- C. The employee will be advised in advance of any changes in premiums so that he or she will have ample opportunity to make arrangements to continue to pay his or her share of the premiums during the FMLA leave.
- D. If the employee does not return to work after the expiration of the leave, the employee will be required to reimburse the City for the employee portion of health insurance premiums during the family leave as permitted by law, unless the employee does not return due to a serious health condition which prevents the employee from performing his job or circumstances beyond the control of the employee. To avoid required reimbursement, appropriate certification from a health care provider may be required if the employee does not return to work because of a serious health condition.

18.07 ACCRUAL

During any period of leave under this policy, accrual of employment benefits, such as PTO and seniority, etc., shall continue. Pension benefits will be determined in accordance with applicable regulations, but employees will be required to make the pension contributions required, if any, under any City sponsored pension plan covering them. Employment benefits to which an employee may be entitled on the day on which the FMLA leave of absence begins will not be lost because of such leave, except for those paid leave days substituted for unpaid leave taken under this policy as described below. Upon return from FMLA leave, employees are entitled to any changes in benefit plans not dependent upon seniority or accrual during the leave period.

Employees will not be disqualified from bonuses based upon attendance or safety for which they qualified prior to leave because of the taking of FMLA leave.

18.08 SUBSTITUTION OF ACCRUED PAID LEAVE

- A. FMLA leave is generally unpaid. However, the City requires employees to use any accrued paid leave (including PTO, personal, etc.) that he or she may have while on FMLA. This means that the employee's FMLA leave under this policy will run concurrently with the use of any accrued paid leave. The employee will be notified of the designation when the leave begins.
- B. Where the leave is not unpaid but the employee is not receiving his or her full pay (such as when the FMLA is covered also by workers' compensation benefits or the employee is receiving compensation pursuant to a disability plan of insurance), accrued paid leave may be used to supplement the employee's pay to bring him or her up to their full salary, to the extent that both the City and the employee agree.

18.09 JOB RESTORATION UPON RETURN FROM FMLA LEAVE

With the exception of certain key employees, employees who return to work from FMLA leave of absence within or on the business day following the expiration of the leave are entitled to return to their job or an equivalent position with equivalent benefits, pay and other terms and conditions of employment. Designation of key employee status and whether such status will affect the employee's right to reinstatement will be made at the time the employee requests leave, or at the commencement of leave, whichever is earlier, or as soon as practicable thereafter if such determination cannot be made at that time.

18.10 FAILURE TO COOPERATE

Employees who fail to provide information to, or otherwise cooperate with, the City in administering this policy, or who provide intentionally untruthful information as to the facts upon which the FMLA leave was granted, may have their leave delayed and/or be subject to discipline up to and including discharge as permitted by law.

SECTION 19

COURT/WITNESS LEAVE

19.01 WITNESS LEAVE FOR THE CITY*

Employees who appear as witnesses on behalf of the City in any judicial or administrative proceeding, or who are subpoenaed as a witness in a matter which involves City business in which the City is not a party in any judicial or administrative proceeding, including deposition, or who are directed by the City to testify in any proceeding shall have all such time treated as compensable work time.

19.02 OTHER COURT-RELATED LEAVE

- A. Employees who become plaintiffs or defendants in personal litigation or who testify or appear on behalf of parties and other persons except the City are not eligible for leave with pay unless they request and are approved for PTO or personal days under Sections 15 or 16.
- B. Employees subpoenaed by the Federal Government or Pinellas County State Attorney's Office as witnesses shall receive their normal pay less any witness fees received.

19.03 JURY DUTY

The City shall make up the difference between a regular full-time employees' pay for his normal schedule provided the employee:

- A. Advises his Director no later than three (3) working days before he is to report for jury duty or when he is first advised, whichever first occurs.
- B. Returns to duty each day he is released from jury duty when two (2) or more hours remain on his scheduled workday or shift unless he gets permission from his Director not to return.
- C. Provides the City with a copy of his check for jury pay.
- D. An employee who attends court or serves jury duty under the conditions described in Section 19.01 above while on PTO shall be allowed to reinstate PTO hours served in court providing satisfactory evidence of the time served on such duty is presented to the City.

19.04 RETURN TO WORK

Employees who attend court or any other legal or administrative proceeding for only a portion of a regularly scheduled workday are expected to report to their supervisor when excused or released.

19.05 REPORTING

An employee subpoenaed to attend court, give a deposition, attend any administrative hearing, or serve jury duty shall promptly notify his immediate supervisor so that arrangements can be made for his absence.

SECTION 20

LEAVE OF ABSENCE WITHOUT PAY

(Other than FMLA or in the event that the employee does not qualify for FMLA)

20.01 LEAVE OF ABSENCE WITHOUT PAY

- A. A regular full-time employee may be granted leave of absence without pay for a period not to exceed one (1) year (inclusive of FMLA leave) for sickness, disability or other good and sufficient reasons which are considered to be in the best interest of the City. Such leave shall require the prior approval of the Department Director and the City Manager. Before requesting a leave of absence without pay, an employee must have exhausted all available PTO.
- B. If for any reason the leave of absence without pay is granted, such leave may subsequently be withdrawn, and the employee recalled to service if determined to be operationally necessary by the City.
- C. All employees on leave of absence without pay are subject to these rules.
 - 1. Subject to applicable law, leave without pay shall be granted only when the City determines it will not adversely affect the interests of the City.
 - 2. Failure of an employee to return to work upon expiration of approved leave should be considered job abandonment from the City, absent any unforeseen circumstances as determined by the City Manager.
 - 3. An employee granted a leave of absence without pay, and who wishes to return before the leave period has expired, must make a request to return early to his Department Director as soon as possible to discuss the possible return to work.
 - 4. No PTO, or holiday pay will be accrued or earned by an employee for the time that the employee is on leave without pay.
 - 5. An employee who obtains employment elsewhere, while on authorized leave of absence without pay, will be terminated by the City unless approval has been obtained in advance from the Department Director and the City Manager.
- D. An employee returning from a leave of absence without pay shall be entitled to employment in the same department and position as when the leave began, providing an opening exists. If no vacancies exist, the employee may be offered a lesser position for which he/she is considered

by the City to be qualified. If no such vacancies exist at the time, the employee may be terminated, or the leave extended at the option of the City.

SECTION 21

EFFECT OF LEAVES ON INSURANCE COVERAGE

21.01 EFFECT OF LEAVES ON INSURANCE COVERAGE

- A. **Compensable Leave.** The City shall continue the employee's group life, medical, dental and short-term disability insurance during compensable leave of absence provided the employee pays his share of the premium.
- B. **Workers' Compensation.** The City shall continue the employee's group life, medical, dental and short-term disability insurance during an unpaid leave of absence due to a valid workers' compensation injury or illness, provided the employee pays his share of the premium. If the employee's claim is later determined by law to be invalid, the employee shall reimburse the City for all premiums paid in his behalf during the injury. Failure to repay the City such premium upon demand or under terms agreeable to the City will result in termination of employment, and loss of accumulated sick and vacation leave to the extent necessary to cover the reimbursement. To the extent not fully reimbursed, the City may collect the premiums by any means allowed by law.
- C. **Other Non-Compensable Leave.** If an employee is on an unpaid leave of any type other than FMLA leave, he shall be responsible to pay the full premium for group life and medical insurance beginning the month in which the leave began. The employee shall be entitled to continue coverage for the period of the leave provided he pays the premiums subject to any restrictions imposed by the insurance carrier.

SECTION 22*

MILITARY

A military leave of absence will be provided to employees who are absent from work because of service in the U.S. uniformed services in accordance with federal and state law. In order to be eligible for military leave, advance notice of the need for leave is required, unless military service necessity prevents such notice, or it is otherwise impossible.

SECTION 23*

PROHIBITION OF HARASSMENT POLICY

23.01 POLICY

The City is committed to maintaining a work environment free of harassment based upon sex (including gender), race, national origin, ethnicity, disability, religion, color, age, pregnancy, veteran status, sexual orientation, marital status and any other status protected by law. The City will not tolerate the inappropriate harassment of any of its employees, customers or any other individual who does business with the City. It is the affirmative responsibility of all personnel for maintaining a workplace that is free from harassment and intimidation.

The City is committed to promptly and thoroughly investigating all complaints of harassment as set forth in this policy. If, after a thorough investigation, it is determined that inappropriate harassment has occurred in violation of this policy, immediate and appropriate disciplinary action, up to potential discharge, will be taken to promptly end the harassment. Appropriate follow-up steps will also be taken where necessary to ensure that the harassment ceases and does not re-occur.

23.02 DEFINITIONS AND EXAMPLES

A. Sexual Harassment

Improper harassment includes harassment on the basis of one's sex. Prohibited forms of sexual harassment includes, but is not limited to, unwelcome or offensive sexual advances, requests for sexual favors, and any other unwelcome or offensive physical, verbal or visual conduct of a sexual nature such as:

1. Unwelcome sexual propositions;
2. Sexual innuendo;
3. Sexually suggestive remarks;
4. Vulgar or sexually explicit comments, gestures, noises or conduct;
5. Sexually oriented kidding, teasing or practical jokes; and
6. Physical contact of a sexual nature such as brushing against another's body, pinching, grabbing, rubbing, hugging, poking or patting.
7. The publication, to anyone, of documents, objects, text, pictures, or

graphics in the workplace that contains material that is of a sexual nature.

8. Using the computer to access any content that contains material of a sexual nature.

Sexual harassment may occur when the intended target of the conduct is not offended, but others find the conduct to be intimidating, hostile, or offensive.

B. Other Forms of Prohibited Harassment

In addition to inappropriate sexual harassment, the City also prohibits harassment on the basis of gender, race, national origin, ethnicity, disability, religion, color, age, pregnancy, veteran status, sexual orientation, marital status or any other status protected by law. Any verbal or physical conduct of an offensive or harassing nature and which is based upon or directed toward any employee based upon any of these characteristics will not be tolerated. Such prohibited conduct includes, but is not limited to:

1. Derogatory, critical, offensive or uncomplimentary jokes, comments, displays, posters, other written materials based upon another's gender, race, national origin, disability, religion, color, age, pregnancy and marital status.
2. Any physical conduct taken against another individual because of his or her gender, race, national origin, disability, religion, color, age, pregnancy and marital status.
3. Teasing or making fun of another individual's ethnicity, accent, cultural or religious beliefs or practices, mental or physical disabilities or medical limitations and other similar characteristics.

23.03 THE PREVENTION OF HARASSMENT IN THE WORKPLACE IS EVERY EMPLOYEE'S RESPONSIBILITY.

All personnel are responsible for maintaining a workplace that is free of harassment and intimidation. If any person experiences or witness's harassment in the workplace, he or she has an affirmative obligation to report the harassment to his or her supervisor or the HR Administrator. If, after an investigation is conducted, it is determined that harassment has occurred, and it is determined that any employee(s) failed to fulfill their affirmative obligation to report it, such a failure may be grounds for discipline.

Upon receiving a report of harassment, supervisors are responsible for immediately reporting it to HR, without regard to whether the harassment involves the supervisor's subordinate employee(s). Failure to report will be

grounds for discipline.

Additionally, supervisors, together with the HR, are responsible for ensuring that their employees are properly trained on the City's policies concerning prohibited harassment and retaliation.

23.04 COMPLAINT AND INVESTIGATION PROCEDURE FOR PROHIBITED HARASSMENT

A. Reporting Prohibited Harassment

Any employee who believes he or she has been the subject of harassment prohibited by this policy must immediately report the harassment to either (1) his or her supervisor; or, (2) the HR Administrator.

Employees are not expected to report harassment to the person they believe is harassing them. However, in such cases, employees are expected to report the harassment to another employee identified above. In the event that the harassment involves the employee's supervisor or the HR Administrator, the employee must immediately report the harassment to their Director or the City Manager.

If, after reporting the harassment as outlined above, the harassment continues or any further incidents of inappropriate behavior occur, employees must immediately report it. Since the City may not be aware that the harassment is ongoing or that its initial handling of the matter has not satisfactorily resolved the issues or caused the offending conduct to cease, employees are required to report any continuing harassment or new incidents of misconduct even where he or she has previously reported a complaint.

B. Sensitivity and Timeliness of Investigation

All complaints will be handled in a timely and sensitive manner. All investigations will be completed as promptly as the circumstances of the allegations allow.

C. Nature of Investigation and Prohibition of Retaliation

Investigation of a complaint will normally include conferring with the parties involved and any named or apparent witnesses. The investigation may also entail reviewing pertinent documents, e-mail communications, pictures and/or any other relevant physical evidence.

All persons who participate in such an investigation shall be protected from coercion, intimidation, retaliation, interference or discrimination for filing a complaint or participating in an investigation. Employees who believe they have been subjected to retaliation on the basis of having filed a report of harassment or having participated in an investigation, must

immediately report it pursuant to Section 23.04(A) above. Any employee determined to have retaliated against another individual in violation of this policy will be subject to discipline up to and including potential discharge.

D. Conclusion of Investigation

All investigations will be conducted in a fair and impartial manner. If, after a thorough investigation, it is determined that prohibited harassment or retaliation has occurred, immediate and appropriate action will be taken to promptly remedy any improper conduct and to ensure that no prohibited actions occur in the future. Such action may include discipline of anyone determined to be in violation of this policy, remedial training concerning the City's policies and procedures relating to prohibited harassment and retaliation, and any other measure determined to be necessary for the effective enforcement of this policy up to and including termination.

23.05 INTERNAL INVESTIGATION PROCEDURE

The following is the procedure for investigating and resolving claims of harassment or misconduct prohibited by this policy.

- A. All incidents, reports or complaints of harassment or misconduct should be filed or reported to the HR Administrator immediately. All such complaints, once filed, shall be investigated and handled exclusively by the City Manager in consultation with the City's Attorney or his designee, unless otherwise specifically provided in this procedure. However, an employee disciplined as a result of a finding of harassment or misconduct or filing a willful and intentional bad faith claim of harassment or misconduct shall be entitled to file a grievance in accordance with applicable policy or an applicable collective bargaining agreement.
- B. Because of the extremely sensitive nature of these types of problems and the potential "spill-over effect" on the job future and personal lives of all involved, the following procedures are established:
 - 1. When a complaint of harassment is made against an employee or person doing business with the City a complaint file will be opened by the HR Administrator which will be separate from the personnel file of the employee involved. Said file will be confidential to the extent allowed by Florida law and will be available only to the City Manager for the specific case, and;
 - a. The City Attorney or his designee;
 - b. Investigators, if any (until the investigation is completed)

assigned the specific case by the City Manager.

2. Investigators assigned to handling the complaint will not discuss any aspect of the investigation with anyone, except those persons who have access to the file as provided in Paragraph 1 above and then only upon request or as necessary to complete the investigation.
3. The investigators will be charged with the responsibility of gathering information relevant to the complaint. The identity of persons interviewed will remain confidential except to those persons enumerated in Paragraph 1 above unless otherwise directed by the City Manager or required by law.
4. Unless otherwise directed by the City Manager, the investigation will be supervised by the City Attorney or his designee.
5. Upon completion of the investigation the investigators will make a verbal report to the City Manager.
 - a. A record of the decision of management will be made in the separate file by the City Manager and the parties will be advised of the decision.
 - b. If the decision involved discipline of any employee other than oral reprimand (e.g., written reprimand, suspension or discharge) a copy of the actual notice of disciplinary action will be placed in the employee's personnel file.
 - c. If the person against whom the claim was made is exonerated or no disciplinary action other than oral reprimand is taken, no entry will be made in the personnel file. In such instance, the complaint investigation shall clearly state whether there was no merit to the complaint or that it was insufficiently serious to warrant discipline more severe than oral reprimand. If any oral reprimand was given, the City Manager shall prepare a memo explaining the oral reprimand. The complaint investigation file will not be disclosed to anyone other than as provided in Paragraph 1 above unless disclosure is required by law.

SECTION 24*

PENSION

24.01 SECTION 457 DEFERRED COMPENSATION PLAN

The City maintains a Section 457 Deferred Compensation Plan for eligible employees.

24.02 (LOCAL ORDINANCE) PENSION PLAN

- A. The City maintains a Defined Benefit Pension Plan for eligible employees. Participation by eligible employees is mandatory, and the employee and City share in contributions. The City will advise as to the mandatory City and employee contribution rates.
- B. The City maintains a Section 401a Defined Contribution Plan for MAPS employees. The City only contributes to this plan.
- C. The City maintains Section 401a Defined Contribution Plan(s) for eligible General employees. The City and the employee share in the contributions.

24.03 DETAILS AND COPIES

Copies of the Summary Plan Description, which includes the requirements for eligibility for each of the plans generally described in Sections 24.01 and 24.02 above, have been provided to all eligible employees. Additional copies, as well as a copy of each entire plan, are available in HR. The Summary Plan Description provides details as to eligibility, cost, benefits, and all other related matters.

SECTION 25

PERFORMANCE EVALUATIONS

25.01 THE PERFORMANCE EVALUATION SYSTEM

- A. The process for rating the work performance and work attitude of employees accurately is important to the efficient operation of the City and the job opportunities for employees.
- B. Performance Evaluations (PEs) are given to evaluate the employee's work attitude, quality, quantity and performance and to assist the employee and management in recognizing strengths and weaknesses and to assist in improving areas identified as weak.
- C. PEs will be conducted annually for regular employees and on other occasions as determined necessary by the Director.

25.02 USE

In addition to assisting employees and management in achieving and maintaining acceptable or better job performance, PEs are considered in determining advancement, merit pay increases, disciplinary actions and other job-related actions.

25.03 REVIEW

A regular full-time employee may seek review of his PE under Section 13, provided the decision of the Director shall be final unless the employee alleges a violation of Section 1.05.

25.04 MAINTENANCE OF RECORDS

The HR Administrator will maintain the original copy of completed performance evaluations in each employee's personnel file.

SECTION 26*

DRUG-FREE WORKPLACE AND ALCOHOL POLICY

26.01 POLICY

The City's Drug-free Workplace Policy is aimed at insuring "0" tolerance to illegal drugs at all times and its Alcohol-Free Policy to "0" tolerance under circumstances that affect or might affect the safety and well-being of employees, citizens and others, or the effective operation of City business. In addition, all employees required to have a Commercial Driver's License (CDL) under Chapter 49 CFR Part 383 are subject to controlled substance and alcohol testing rules established by the Federal Highway Administration (FHWA) under the Omnibus Transportation Employee Testing Act of 1991 (revised February 1994), in accordance with 49 CFR, Parts 40, 383, 392, 4, and 392.5 regulatory penalties for infractions are in addition to disciplinary action including termination of employment.

26.02 PROHIBITIONS

- A. *Illegal controlled substances.* The City prohibits the use, distribution, possession, manufacture, cultivation, sale or attempt to sell or distribute illegal controlled substances at any time whether on or off duty, whether on or off City property. Illegal controlled substances are defined by applicable State and Federal laws.
- B. *Alcohol abuse.* Employees of the City are prohibited from using or possessing alcohol while on duty; while on City premises; while driving a City vehicle, operating a piece of City equipment, or being transported in City vehicles at any time; reporting to work under the influence of alcohol; or, from otherwise using alcohol in a manner at any time which adversely affects the business interests of the City.

26.03 USE OF LEGAL DRUGS

The use of legal drugs, that is drugs prescribed by licensed physicians for a specific medical purpose, is often necessary. However, such drugs can and often do have a direct impact on the vigilance, judgment and/or coordination of the employee and adversely affect the employee's job performance and the employee's ability to work in a safe and efficient manner. This is particularly true in safety-sensitive assignments involving the operation of motor vehicles and other moving equipment. Therefore, an employee for whom a licensed physician or dentist prescribes a controlled substance, must advise the supervisor immediately in order that an evaluation can be made on the impact, if any, on the safe and efficient operation of the City.

26.04 TESTING

- A. Substances Tested For: Employees will be subject to drug testing for the detection of the following illegal drugs/drug groups, as well as others that may from time to time be declared illegal by state or federal law:
1. Amphetamines
 2. Barbiturates
 3. Benzodiazepines
 4. Cannabinoids (marijuana)
 5. Cocaine
 6. Methadone
 7. Methaqualone
 8. Opiates (heroin, morphine, codeine)
 9. Phencyclidine (pcp)
 10. Propoxyphene
- B. Testing for Illegal Controlled Substances – Classes of Employees/Circumstances, subject to applicable law:
1. Employees in special risk and safety sensitive positions.
 - a. Special risk and safety sensitive employees include all employees in all classifications of requiring a CDL license, and firefighter EMTs and firefighter Paramedics regardless of their rank. Other employees who are considered special risk or safety sensitive shall be notified of said status in writing.
 - b. Candidates and employees are subject to testing on the same basis as other employees under Section 26.04(B)(2), except no reasonable suspicion is required for testing such employees for illegal controlled substances for:
 - (1) Any accident involving any personal injury that results in a worker's compensation claim or serious damage to property occurs.
 - (2) As otherwise allowed or required by law, provided unless required by law, there shall be no random drug testing

except in conjunction with rehabilitation under Section 26.08.

2. Non-Safety Sensitive/Special Risk Employees.

- a. When an employee is involved at any time directly in an equipment or vehicular work-related accident, any accident on-the-job, or in any unsafe and/or negligent maintenance or operation of the City's equipment or vehicles at any time where in the opinion of the City Manager the employee was at fault or the employee's conduct contributed to the accident and there is reasonable suspicion to believe the employee was in violation of Section 26.02(A) or (B).
- b. When reasonable suspicion exists to believe the employee is using drugs or alcohol in violation of this policy. Reasonable suspicion is a belief by two (2) or more supervisors or managers that an employee is using or has used drugs or alcohol in violation of this policy drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Among other things, such facts and inferences may be based upon:
 - (1) Observable phenomena while at work, such as direct observation of drug use or of physical symptoms or manifestation of being under the influence of a drug or alcohol;
 - (2) Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance;
 - (3) A report of drug use;
 - (4) Evidence that an individual has tampered with a drug test during his employment with the City;
 - (5) Information that an employee has caused, contributed to, or been involved in an accident while at work;
 - (6) Evidence that an employee has used, possessed, manufactured, cultivated, sold, solicited, or transferred drugs;
 - (7) Frequent absences from work without a satisfactory explanation.

- C. Employee Rights – When testing to determine the presence of illegal controlled substances under subparagraphs (1) and (2) above:
1. Employees and job candidates have the right to consult with the testing laboratory for technical information regarding prescription and non-prescription medications. The name, address and telephone number of the testing laboratory will be provided to the employee or job applicant upon request.
 2. All test results will be kept confidential and will only be provided to managerial employees on a need-to-know basis.
 3. For tests under Section 26.04(B)(1)(b)(1) and (2), Employer shall meet with and inform an employee that, in the opinion of the Employer, there is a basis for reasonable suspicion and of the Employer's intention to schedule a drug or alcohol screen or test. At said meeting, the Employer shall consider the comments of the employee regarding the matter and shall then make a final determination of whether to proceed and require the screen or test.
 4. Employee may upon his request have a representative present at said meeting; however, the meeting shall not be delayed because the employee wishes to have a specific representative present. If it is determined by the Employer that a drug or alcohol screen or test will be required, the employee shall be immediately escorted to the appropriate facility for the test. Refusal by the employee to submit to said test may be grounds for disciplinary action, including termination of employment.
 5. If the employee is in a collective bargaining unit, the representative in subparagraph (4) above may be a Union representative.
 6. Procedures for testing for the presence of illegal controlled substances shall be conducted consistent with the provisions of *Florida Statute* 440.102(5)(a) through (o) and (6) for alcohol, a positive result is 0.02, or greater. For drugs, a positive result is in accordance with the detection levels established by HRS guidelines.
 7. The common and chemical names of the substances identified in Sub-section A above, a copy of *Florida Statute* 440.102(5) and (6) and a list of local drug rehabilitation programs is available from HR.

26.05 REPORTING AND CONVICTION OF ALLEGED CRIMES INCLUDING DRUGS OR ALCOHOL

- A. All employees must report to their supervisor any arrest, indictment or conviction of a drug or alcohol related violation or alleged violation of law

not later than the next workday after they become aware of it. Failure to so report may result in immediate termination.

- B. Upon conviction of a crime involving illegal drugs, the employee will be immediately terminated.
- C. Without regard to prosecution or conviction by appropriate governmental entities, the City may, at its option, conduct its own independent investigation to determine whether or not there has been a violation of the City's drug and/or alcohol policy. If, in the opinion of the City, it believes a violation has occurred, it will take whatever disciplinary action it deems appropriate regardless of the ultimate outcome of any criminal case that may be brought against the employee.

26.06 DISCIPLINE FOR VIOLATION OF POLICY

Employees who violate this policy or who are directed to take a physical examination, blood, breathalyzer, urinalysis or other test allowed by law, and refuse or fail to do so when and as directed; or who, after having taken such examination and/or test are determined to have utilized illegal controlled substance at any time or to have violated the City's Alcohol Abuse Policy, shall be subject to immediate termination; provided, however, if the presence of an illegal controlled substance is established as a result of the test, the employee may, within five (5) working days of receipt of written notification of a positive result, request an opportunity to explain the result to the City and/or the medical review officer.

26.07 EMPLOYEE INJURED ON THE JOB

Any employee injured on the job who refuses to submit to a drug test, or has a positive confirmation test, in addition to other provision of the policy, may forfeit his eligibility for all workers' compensation medical and indemnity benefits depending on applicable law.

26.08 EMPLOYEE ASSISTANCE PROGRAM

The City has an Employee Assistance Program (EAP) with one of its missions being to assist employees who voluntarily report drug or alcohol related problems, which have not yet adversely affected their job or City operations. The City may require any employee in violation of this policy, whether he voluntarily reports his problem or not, to participate in the EAP or other medical and rehabilitative assistance programs as a condition for continued employment. For further information regarding the EAP, contact the HR Office.

- A. *Employees Who Voluntarily Ask for Help.* Employees with drug or alcohol related problems who wish assistance through the EAP may contact the EAP provider on a confidential basis or through the HR Office. If the request is made through the HR Office, City referrals will be made only upon execution by the employee of a release to the EAP provider to keep HR advised as to the employee's attendance and progress in the

rehabilitation program. If the employee has a satisfactory performance record and is otherwise qualified to perform his job, the City may grant the employee an unpaid leave of absence for a period determined by the City to participate in a City approved treatment or rehabilitative program. Such a leave will be granted only one (1) time. This employee will be responsible for all expenses resulting from the treatment or program to the extent they are not covered by insurance.

- B. *Other Employees.* In the event the City discovers a violation of this drug or alcohol policy, or an alcohol-related problem that adversely affects or may adversely affect the employee's performance or the City business, the City may proceed to discipline the employee up to and including discharge, or at its option, require the employee to undergo approved medical or rehabilitative assistance. The City may grant the employee leave with or without pay to participate in a rehabilitation program, including referral to the City EAP program. Such leave may be granted only one (1) time. Allowing of rehabilitation under the City EAP program will be conditioned on the execution of a consent by the employee to allow the EAP provider, or persons providing medical or rehabilitative assistance to keep HR advised of the employee's attendance and the success of rehabilitation. The employee will be responsible for all expenses resulting from the treatment or rehabilitation to the extent they are not covered by insurance.
- C. *Return to work.* Employees who are granted a leave of absence under paragraph A or B above must successfully complete all EAP, medical and other rehabilitative requirements established by the City within a reasonable amount of time. A successfully rehabilitated employee who has been granted a leave of absence under A above shall be returned to his former job provided he successfully completed rehabilitation within the period of his leave. Return is also conditioned on maintaining all certifications required of the job. Employees who successfully complete rehabilitation under B above within the period of his leave will be returned to his former job if vacant, but if not to any vacancy which the City considers him qualified to perform, if any, and if there is none he shall be terminated.
- D. *Re-testing.* Employees allowed to return to work from an illegal controlled substance problem shall be subject to re-testing any time without notice and must submit to such test as and when directed by the City for one (1) year after they have been free of illegal drugs as determined by the City, or its designee.

26.09 REPORTING VIOLATION OF THE POLICY

- A. *Reporting violations.* It is the obligation of every employee of the City to report violations of the City's drug and alcohol abuse policies. Failure to report may subject employees to discipline up to and including termination.

- B. *Good faith reports.* Any employee who in good faith, based upon reasonable suspicion or observation, reports an alleged violation of these policies, or any supervisory or managerial employee who investigates or take action in good faith based on reasonable suspicion or observation shall not be harassed, retaliated against, or discriminated against in any manner for making reports, participating in the investigation or because of any reasonable action he takes as a result of the investigation.
- C. *Bad faith claims.* Any knowingly false reporting of a violation of the policies set forth herein shall subject the employee to immediate termination.

26.10 COORDINATION WITH THE HR OFFICE

All action taken by members of management under this Section 26 must be coordinated through the HR Administrator to ensure compliance with all applicable laws.

SECTION 27

EDUCATIONAL REIMBURSEMENT PROGRAM AND INCENTIVE PAY

27.01 TUITION

The City may authorize payment for tuition for courses it considers will be helpful to successful completion of the mission of the City subject to budgetary constraints as follows:

- A. The City Manager, or his designee, shall determine if the course or curriculum is related to the employee's job or contributes to the long-range value of the employee to the City.
- B. If the course is reimbursable through some other source, then provisions of the City's education tuition payment plan shall not apply.
- C. Based on budgetary constraints, the City Commission shall budget a set annual amount for tuition reimbursement. Once that amount is dispersed, no other reimbursement requests will be approved.

27.02 ELIGIBILITY

- A. Full-time employment with the City at least one (1) year, unless the City Manager grants an exception.
- B. The educational training can be at the post high school or adult educational levels.
- C. No more than two (2) courses per quarter or semester (or equivalent period of time) may be reimbursed.
- D. No employee will be reimbursed for more than six (6) classes in a calendar year unless previously approved by the City Manager.

27.03 REQUESTS AND PAYMENT

- A. The employee who wishes to participate in the program must submit a completed application to their Director prior to new fiscal budgets being finalized. In order to process the request in a timely manner, employees should make every effort to request necessary funding as soon as school schedules are released. Failure to obtain approval in advance may result in requests for reimbursement being denied. HR will notify employees when applications are due.
- B. Employees are encouraged to attend any accredited technical or trade school, Florida College or University; however, tuition reimbursement shall be paid at the Public College or University tuition rate (see application). Correspondence schools will not be considered for tuition reimbursement. Employees shall not be reimbursed for mileage or personal expenses unless they are required by the City Manager, or his designee, to take the

course.

- C. The employee shall submit to the HR Office the final grade, certification, or degree (if applicable) and paid receipts in order to receive reimbursement. Students utilizing financial assistance and that have deferred payment until a later date can request payments be made directly to the lender. Failure to disclose FAFSA or other financing for school is a Group II disciplinary offense.
- D. Tuition Reimbursement will be made according to the following matrix:
 - 1. Grade A = 100%
 - 2. Grade B = 75%
 - 3. Grade C = 50%
 - 4. Grade D or below: 0%
 - 5. Grade P = 100%

27.04 REPAYMENT BY THE EMPLOYEE

The employee who receives any funds under this program shall be required to work for the City for at least one (1) year from date money is received or shall reimburse the City for every dollar received upon termination. The City reserves the right to withhold the money owed from any final paycheck upon separation subject only to applicable law. The City Manager may excuse repayment in whole or in part for circumstances he determines to be extenuating and justifiable.

27.05 SCHEDULES

The City will attempt to rearrange work schedules for classes if it does not interrupt the normal workflow.

27.06 INCENTIVE PAY

When the State or other governmental agency mandates additional pay for a class of employees and funds or reimburses the City for same, the City will provide the incentive pay to those employees who meet and maintain the qualifications to receive the incentive pay. Department Directors are required to advise the HR Office of employees in their Department who are eligible for such pay.

SECTION 28*

MISCELLANEOUS

28.01 SMOKING/TOBACCO PRODUCTS

- A. The purpose of this policy is to protect the public health, comfort, and environment for citizens and employees by creating areas in public places and at public meetings that are reasonably free from tobacco smoke, to comply with Florida Statute, the Florida Clean Air Act and problems created by the use of other tobacco products in the workplace.
- B. No person may smoke or use any tobacco product in any City building, facility or vehicle. This includes, but is not limited to, private offices, hallways, rest rooms, conference rooms and break rooms, even with only one (1) occupant.
- C. Smoking is permitted outdoors during scheduled work breaks in accordance with Federal, State, County or City ordinance except for the following conditions:
 - 1. Whenever a safety hazard exists;
 - 2. In any area where smoking is specifically prohibited by Federal, State, County or City Ordinance;
 - 3. In any area posted "No Smoking".

For purposes of this policy "smoking" includes, but is not limited to smoking cigarettes, cigars, and pipes, but also vaping, and using e-cigarettes or any other form of smokeless tobacco.

- D. The City Manager shall be responsible for ensuring City-wide implementation of this policy. Directors and Managers shall be responsible for uniform implementation of this policy in their respective work areas, facilities and buildings.
- E. Violation of this policy shall subject the employee to disciplinary action up to and including termination.
- F. Citizens, clients, contractors and visitors to City facilities shall be expected to comply with this policy. Violators shall be requested to extinguish their smoking material or to leave the building/facility area if they refuse to do so.

28.02 UNEMPLOYMENT/RE-EMPLOYMENT COMPENSATION

- A. The City is registered with the State of Florida Department of Economic Opportunity Reemployment Assistance (formerly known as Unemployment Compensation)
- B. Terminated employees who file a claim and are determined qualified under applicable law may be eligible to receive reemployment assistance benefits. Employees who are terminated for violation of the City Drug Free Workplace Policy may not be entitled to reemployment assistance benefits under Florida law.

28.03 WORKERS' COMPENSATION

- A. When an employee is injured on the job and loses time from work as a result of that injury, the employee will receive a City subsidy to make up the difference in straight time income for their regular schedule for a period not to exceed three (3) months. If Workers' Compensation continues after three months the employee will receive from the City only that which is required under Workers' Compensation Law. At the request of the employee the balance can be deducted from the individual's unused sick, if applicable, or PTO balances to make up their regular straight time income.
- B. Injury or compensable illness shall be determined to have incurred while on duty with the City only if such injury is a compensable injury under Florida's Worker's Compensation Law.
- C. Length of disability shall be determined by the Employer's physician in accordance with Worker's Compensation Law.
- D. Paid Time Off (PTO) accrual shall continue for a maximum of twelve (12) months for employees who are receiving worker's compensation benefits due to a compensable on-the-job injury or compensable illness, unless placed on leave without pay status.
- E. If the employee's claim is later determined by law to be invalid, the employee shall reimburse the City for supplemental compensation received and as to benefits received or accrued, he shall be treated as having been on unpaid leave of absence; provided, he shall not be required to repay accrued PTO used to supplement workers' compensation. Failure to repay the City upon demand or under terms agreeable to the City will result in termination of employment, and loss of accumulated unused sick leave to the extent necessary to cover the reimbursement. To the extent not fully reimbursed, the City may collect by any means allowed by law.
- F. When an employee is injured on the job, they must first report to their supervisor before being seen at a medical clinic, unless the injury needs immediate medical attention; then 911 should be called. The supervisor

will instruct the employee on how to proceed and assist in completion of necessary form, including the "Notice of Injury" form which must be submitted following an accident or injury, regardless of severity within twenty-four (24) hours. Failure to submit such form could result in disciplinary action.

28.04 LIGHT DUTY

- A. If an employee is released by the workers' compensation physician for "light duty," return to light duty shall be at the option of the City based on its operational needs. Refusal to accept a light-duty assignment by the City Manager which the employee is capable of performing in accordance with applicable law will result in termination of employment. An employee can choose to use their PTO in place of working light-duty.
- B. The employee will be paid his normal hourly rate for light duty work and, if applicable, must clock in and out daily.
- C. When an employee is released from Workers' Compensation to return to full duty, any subsequent absences related to that sickness or injury will not be paid by the City unless the City receives payment from the Workers' Compensation carrier. The employee may utilize accrued PTO to compensate for lost wages so long as the employee meets the requirements for use of PTO under the Personnel Rules and Regulations or any collective bargaining agreement. The three-month limitation set forth in subsection 28.03(A) above shall apply.

28.05 DESKS, LOCKERS, OTHER CITY PROPERTY/EQUIPMENT, PERSONAL PROPERTY

- A. Employees may request a locker if available.
- B. All personal equipment, clothing, property and belongings, including, but not limited to, car trunks and lunch bags, brought onto the City property or placed in City property, as well as lockers, desks, file cabinets and other City equipment used by employees, are subject to inspection by management at any time if management has any reason to suspect they contain or may contain anything the possession of which would violate a City or department ordinance, rule, procedure or policy, or any Federal, State or Local law or regulation.
- C. In the event the employee is unavailable, or it is deemed necessary to access any item described in Section 28.04(B) above without the employee's presence, the Director must request authority to access from the City Manager. The City Manager shall make the determination.
- D. Prescription eyeglasses, contact lenses, hearing aids and watches of employees that are lost, damaged or destroyed in the line of duty, except through employee negligence, shall be replaced or repaired at the Employer's expense subject to the following restrictions. The Employer

shall not be responsible for any other personal property which is lost, damaged or destroyed in the line of duty.

1. The maximum reimbursement for prescription eyeglasses, contact lenses and hearing aids shall be the cost of replacing the precise item of one of equal quality or two hundred fifty dollars (\$250.00), whichever is less.
2. The maximum reimbursement for watches shall be the cost of replacing the item with one of equal quality or one hundred fifty dollars (\$150.00), whichever is less.
3. Request for reimbursement for lost or damages personal property shall be made in writing to the employee's immediate supervisor during the work shift in which the article of personal property was damaged or lost.
4. Except when lost, the item for which reimbursement is sought must be turned in along with the written request for reimbursement.
5. Reimbursement for lost or damaged personal property must be approved by the City Manager.

28.06 RECORDS AND REPORTS

HR is responsible for establishing and maintaining comprehensive central personnel records of all City employees.

- A. All records and materials relating to the administration of the City Personnel Management System are the property of the City. Generally, in accordance with Florida's Public Records Laws, an employee's personnel file is a public record. However, many exemptions exist in the law that may exempt information contained in the personnel file from being provided in response to a public records request. In addition, there are certain categories of individuals under F.S. 119 whose personal identifying information such as home address, work location, and information about their spouse and children is exempt from disclosure. HR will provide you with the applicable form if you are entitled to the exemption. Request for information will be forwarded to the City Clerk's Office to determine what information may be exempt and for fulfillment of the request. It is an employee's responsibility to advise HR and complete the form if they believe the exemption is applicable. In the event the exemption is challenged it is the employee's obligation to provide all information needed to the City to support the claim of exemption.
- B. Employees should keep their personnel records current. This means immediately notifying HR of any changes; such as, change of address (even if temporary), change of telephone number, change of beneficiary, number of dependents, divorce, marriage or any status change not

previously reported, from that which was originally given at the time of employment. This is the responsibility of the employee and failure to comply may result in loss of employee benefits.

- C. HR should be informed of any special training courses completed by an employee. Copies of diplomas or certificates shall be forwarded to the HR Office to become a permanent part of the employee's personnel file.

28.07 EMPLOYEE TRAINING AND DEVELOPMENT

It is the responsibility of the City Manager in conjunction with Department Directors and the HR Administrator, to foster and promote in-service training of employees. The purpose of this training is to improve the level of service rendered to the public, the quality of personnel, and to assist employees in preparing themselves for advancement in City service. Department Directors in cooperation with the HR Administrator will establish standards for training programs, assure that training is carried out as approved, and prepare certificates or other forms of recognition to persons who satisfactorily complete approved courses and programs. The HR Administrator will provide assistance to Department Directors in developing and conducting training to meet specific needs of their departments and to assure that employee, supervisory and management training are available to all Departments.

28.08 DEDUCTIONS

Federal withholding, Social Security and pensions are deducted from paychecks in accordance with law and City ordinance. Voluntary deductions authorized by the City Manager, are made only upon written authorization of the employee and approval by HR and the Finance Department. Employees who believe that an improper pay deduction has been made, may utilize the grievance procedure in Section 13 to file a complaint. If the deduction is found to be improper, the City will reimburse the employee.

28.09 CELL PHONES

When it is deemed that a City employee has a need for a cell phone to effectively perform their job requirements, the following policy shall apply:

- A. A requisition for the cell phone shall be submitted along with written authorization from the Director explaining the reason for the need for the employee to have a cell phone. The cell phones shall remain the property of the City and will remain so until it is declared surplus and disposed of in a manner acceptable to the City. All bills for the use of the cell phone shall be sent to the City, care of the Finance Department. The employee shall reimburse the City for all personal calls transacted by the use of the cell phone at the rate of 5 cents per minute. Reimbursement shall be by cash or by submittal of a check or money order made out to the City.
- B. If an employee is using their personal cell phone for City business calls, they shall be responsible for full payment of their bill and the City will pay

them a stipend of \$25 per month through payroll (\$300 annually).

- C. Should a dispute arise involving any of the above procedures, the decision of the City Manager shall be considered final and binding.

28.10 ELECTRONIC COMMUNICATIONS, INCLUDING TEXT MESSAGES, USAGE AND RETENTION

The availability of e-mail and Internet resources are offered to the employees for the furtherance of their work as City employees. However, it is recognized that occasional communication between employees at work via e-mail; for personal reasons under circumstances that do not take away from or interfere with their duties or the duties of those employees with whom they communicate, is not prohibited except:

- A. No e-mail will contain any material which is political, slanderous, controversial, critical of any person or entity, or which contains vulgar language, reference to sexual matters or is otherwise inappropriate.
- B. E-mail for personal reasons should be used only when it is important for the employee to communicate with another employee at work about a personal matter and another method of communication would take time away from the employee's work. E-mail is not to be used for "chit-chat" and telling jokes.
- C. The City Manager will determine when this section is being violated.

E-mail transmissions, e-mail passwords, and any information transmitted via the City e-mail network are the property of the City of St. Pete Beach and are open to examination by the public, news media or any City official. Employees should not have any expectation of privacy with respect to the contents of such communications. The City reserves the right to make public all personal e-mails, therefore, employees should not put anything in an e-mail they do not want to be made public upon a proper request made in accordance with applicable law. E-mail transmissions are governed by Chapter 119 F.S. and will be retained by the City in accordance with that statute. This can be done either by printing a hard copy which will be kept according to the required retention period set by the State of Florida or by backing up to electronic mail and retaining it in digitized form for the required retention period. It shall be the responsibility of the last receiver on an e-mail chain to ensure the proper retention of the information.

E-mail transmissions and web site activities that are vulgar, offensive, obscene, discriminatory, harassing, or otherwise inappropriate are prohibited.

Checking personal e-mail accounts (i.e. AOL, hotmail, etc.) through City computers must be kept to a minimum and not interfere with regular work duties.

Chat room usage is expressly prohibited

E-mail transmissions that unlawfully distribute copyrighted materials, coordinate illegal activities (e.g. gambling) and facilitate illegal conduct are strictly prohibited.

E-mail passwords and corresponding accounts are non-transferable. Employees are responsible for maintaining the confidentiality of their passwords and corresponding accounts.

Employees may not install unapproved software packages on their computers without obtaining advance permission from the City Manager.

Violation of this policy will subject the employee to disciplinary action, up to and including termination.

To ensure that the use of the City's electronic communication system is consistent with the City's legitimate business interests and not a violation of this section, authorized representatives of the City will monitor the use of such equipment from time to time. No notice of such monitoring will be given.

REMEMBER: Our computer system is for City business and any personal use should be as limited as possible and must comply with all the standards set forth in this policy.

Text messages regarding city business, whether on a public or private phone, are considered and subject to public records and shall be limited to notifications, scheduling, and other conversations that do not have administrative value. The employee will be responsible for forwarding the message to their city email account if the conversation needs to be retained for administrative value.

28.11 SOCIAL MEDIA POLICY - EMPLOYEES

Purpose: To ensure the proper use of the City's social networking sites and to enhance communication, collaboration, and information exchange; streamline processes; and foster productivity. This policy establishes the City's position on the utility and management of social media and provides guidance on its management, administration, and oversight.

A. Publicly posted information on the City's social media sites will be professional and reflect positively on the City of St. Pete Beach, its employees, boards, programs, policies, and services. This policy provides rules and guidelines regarding the use of the City-provided social media by employees and elected officials and shall not be construed or interpreted in any way to infringe upon a person's right to free speech under the Florida or United States Constitution.

B. Definitions:

1. "Social media" means and includes internet technologies that facilitate and promote interactive communication, participation, and collaboration. Examples of social media included, but are not limited

to, SPB Connect, Facebook, Twitter, Flickr, Vine, Instagram, Blogger, LinkedIn, Tumblr, Foursquare, YouTube, and the interactive tools and functions they provide to users.

2. "City Employee" or "Employee" means a person hired and currently employed by the City of St. Pete Beach. The term does not include the Mayor, City Commissioners, City Board or Committee Members. Independent contractors of the City may be authorized only at the City Manager's discretion.
 - 3 "City social media sites" means social media sites which the City establishes and maintains, and over which it has control over all postings, except for advertisements or hyperlinks by the social media site's owners, vendors, or partners. City social media sites shall supplement, and not replace, the City's required notices and standard methods of communication.
- C. Overview: The intent of social media is informational purposes only. If a user wishes to contact City Commission, Administration, or to request City services, they should visit the City's official website. The City's website will remain the official online location for content regarding City business, services, and events. Whenever possible, links to more information will direct users back to the City's official website. City employees will check facts, cite sources, acknowledge and correct errors and check spelling and grammar before publishing any posts on City social media sites. Further, employees may be personally responsible for the content they publish on blogs or any other form of user-generated media.
- D. Employees posting content shall comply with this policy. The City reserves the right to update this policy. The City's social media sites will clearly indicate that all content posted is subject to Florida's Public Records Law (Section 119.07, F.S.). Users will be informed that public records requests shall be made by contacting the custodian of records, the City Clerk.
- E. Establishing a City Social Media Account: City employees acting in their official capacities on behalf of their City may only create City social media sites and/or post City information on City social media sites after obtaining the prior approval of the City Manager. Employees who post information or comments in their personal capacity on City social media sites are limited to posting their own opinions and beliefs and not the official views or positions of the City. Where the context of an employee's personal post does not make it clear that the views posted are the employee's views and not the City's, the employee must state in the posting that the views are his or her own and not the views of the City.
- F. Terms of Use of City Social Media Sites: City social media sites are not monitored all the time. Do not use social media if you need to report an emergency situation or a time-sensitive issue. All emergencies should be reported by dialing 911.

- G. City employees and officials may use social media as a function of their employment with the City, when authorized and within their respective delegated areas of employment responsibilities and duties. The City may use the social media forum for one-way communications unless otherwise directed by the City Manager. The City reserves the right to edit or remove content at its discretion and based on the criteria listed below. The City's intent is not to create a public forum, but to maintain a forum related to topics posted by the City, with language appropriate for citizens and the general public, (including minors), to read. Inappropriate content includes:
1. Comments not topically related to the particular article being commented on.
 2. Content that promotes, fosters, or perpetuates discrimination or harassment on the basis of race, creed, color, age, religion, gender, marital status, veteran status, status with regard to public assistance, national origin, physical or mental disability or sexual orientation.
 3. Solicitations of commerce.
 4. Sexual content or links to sexual content.
 5. Comments to support or oppose political campaigns or ballot measures.
 6. Conduct or encouragement of illegal activity.
 7. Information that may tend to compromise the safety or security of the public or public systems.
 8. Content posted in violation of copyright, trademark, patent or any other legal ownership interest of any other party. Accusations that a particular individual is guilty of any criminal conduct or immoral activity.
 9. Defamatory, false or misleading material.
 10. Formal complaints against the City and its employees, officials, and contractors. If a person believes there is a legitimate basis to make a complaint against the City, any of its employees or any third party, then appropriate alternative means of registering the complaint must be utilized.
 11. Harassing and threatening comments. The use of City social media sites shall be for the purpose of allowing the City to distribute information regarding topics determined by the City.
- H. Authorized Use: The City Manager is responsible for determining who is

authorized to use social media on behalf of the City.

1. The City Manager will determine the appropriate level of employee access, which includes identifying what social media sites, or types of sites, each department or individual is approved to use, as well as define their respective capabilities: publish, edit, comment or view only.
 2. Any employee authorized to post items on any of the City's social media sites shall review, be familiar with, and comply with the social media site's use policies and terms and conditions.
 3. Authorized users shall be provided a copy of this Social Media Policy and are required to acknowledge their understanding and acceptance by signing and dating the last page of this document, and returning the original copy to the City Manager's Office
- I City use of social media sites will comply with all provisions of Florida law, ordinances, resolutions and policies of the City including, but not limited to, the Florida Public Records Act (Chapter 119, Fla. Stat.) and the Standards of Conduct applicable to Public Officials and Employees (Section 112.313, Fla. Stat.).

28.12 TAKE-HOME VEHICLES

- A. Some City employees have City vehicles at their disposal so they may carry out their duties properly. Because City vehicles are typically marked, the way they are operated has a direct impact on the public image of the City. Employees operating City vehicles will adhere to the following rules:
1. Operator will possess a valid Florida driver's license.
 2. All vehicular safety laws will be observed.
 3. Safety belts will be used at all times when the vehicle is in operation.
 4. In the event that a City vehicle is involved in an accident, the employee will notify the appropriate law enforcement agency and the employee's immediate supervisor, the Director and Administrative Supervisor.
 5. City vehicles will be used for official business only; they will not be used for pleasure or personal business unless otherwise approved by the City Manager.
 6. Any employee who abuses a City vehicle in any manner will be subject to disciplinary action including possible payment for the

deductible portion of damages to the vehicle.

- B. Overnight use of a non-assigned City vehicle will require approval of the City Manager before a vehicle is driven home. Requesting employee must possess a valid Florida driver license. Such use normally will be authorized only under the following conditions:
 - 1. The employee requires use of a vehicle overnight or whose responsibilities involve an evening or weekend public appearance. (i.e. Code Enforcement)
 - 2. The employee holds a position with duties and responsibilities involving on-call or standby status.
 - 3. The employee is traveling on City business.
- C. In addition to the rules for operating a City vehicle, employees who are assigned overnight use of City vehicles will adhere to the following rules:
 - 1. Under no circumstances will the vehicle be used for transporting members of the employee's family or for anything pertaining to personal business or pleasure unless otherwise approved by the City Manager.
 - 2. The employee will be responsible to keep the vehicle in clean condition.
- D. Vehicle assignments may change from time to time, and each vehicle will be available for other purposes when not being used by the employee to whom it is normally assigned.
- E. All vehicles not being driven home by employees will remain parked overnight in the building parking lot where the vehicle is assigned.

28.13 SAFETY

- A. All Directors, managers and supervisors are to take all reasonable steps to ensure that City employees work in an environment free from hazards and dangerous conditions which they observe or which, with the exercise of reasonable diligence, they should have observed. They also are responsible to enforce all City, Departmental, State, Local and Federal laws relating to safety applicable to their area of responsibility.
- B. All employees are required to abide by all applicable City, Departmental, State, Local and Federal safety laws and regulations applicable to their area of responsibility.
- C. All employees should report to their Department Director or Supervisor,

any condition, equipment or practice they consider to be unsafe.

- D. Employees who are required to wear safety equipment and clothing provided by the City must do so. Failure to do so will justify immediate termination.

SECTION 29*

GROUP INSURANCES

29.01 HEALTH AND DENTAL INSURANCE

The Employer shall provide health and dental insurance selected by the Employer to include dependent coverage at the option of the employee. At this time, in the event that more than one (1) plan is offered, the Employer shall pay the individual premium cost for the lowest plan offered for the employee and the employee is responsible for paying any additional individual premium and the employee is responsible for paying the entire premium for dependent coverage. However, from time to time the City subsidizes dependent coverage. To be eligible for employee insurance, an employee must be classified as regular full-time. Those employees with a 30 hour a week schedule shall be provided health insurance.

29.02 DEPENDENT COVERAGE

The employee shall have the choice of plans offered by the Employer and shall be responsible for the entire premium cost for dependent coverage not paid for by the City from time to time.

29.03 LIFE INSURANCE

The Employer will provide life insurance coverage for employees in the amount of one times the employee's annual base salary, to a maximum of \$100,000.00. This coverage will be in addition to any life insurance required by state law, if any, for a particular classification or group of employees.

29.04 RETIREES

Upon retirement under a City sponsored retirement plan, a retiree shall be allowed to continue participation in the City Group Medical Insurance Plan for himself and his dependents at his own cost under conditions acceptable to the City as to payment, subject to the terms of the Plan and applicable law.

29.05 CAROUSEL BENEFITS PROGRAM

- A. An employee may elect not to participate in the City Group Medical Insurance Plan upon proof acceptable to the City that the employee is covered by another health plan.
- B. An employee wishing to opt out of the City Group Medical Insurance Plan shall complete the forms and supply proof of other coverage with the HR Office.
- C. If approved by the City, the employee will receive an amount set the City Manager annually in lieu of Group Medical Insurance coverage for those weeks he would have been covered by the City plan but for his opt out.

- D. The employee may utilize the amount received as he wishes, including participating in voluntary benefit plans offered by the City.
- E. It is the obligation of the employee to advise the City in writing immediately in the event the employee no longer has other Group Medical Insurance or the plan on which the City allowing the opt out has changed.
- F. The City reserves the right to withdraw its approval of an employee's opt out at any time for failure to provide satisfactory proof of alternative coverage and to change the benefit options available to all City employees.

29.06 ELIGIBILITY

An employee must meet the eligibility criteria provided by the plan documents in order to receive coverage set forth herein which may include waiting periods or exclusions. See HR for current benefits available based on your eligibility. In the event of a conflict between anything in this policy and the plan documents, the plan documents control.

29.07 RESERVATION OF RIGHTS

The City reserves its right to change or discontinue any benefits offered in their entirety, at any time in the City's sole discretion but will comply with all applicable laws, rules, and regulations. In the event this policy conflicts with then existing law, then existing law will control.

RESOLUTION 2020-15

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, AUTHORIZING AND CONFIRMING THE DECLARATION PROCLAIMING A STATE OF LOCAL EMERGENCY IN ORDER TO PROTECT THE HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND PROPERTY, BOTH PUBLIC AND PRIVATE, FROM THE HAZARDS OF THE NOVEL CORONAVIRUS DISEASE 2019 (COVID-19).

WHEREAS, the COVID-19 has the potential for causing a serious public health risk to the citizens and visitors of the City of St. Pete Beach; and

WHEREAS, on March 9, 2020, Florida Governor, Ron DeSantis issued executive order 20-52 ("Emergency Management COVID-19 Public Health Emergency"), followed by numerous additional Executive Orders (collectively "Executive Orders") allowing in part for the suspension of formalities and procedures of political subdivisions of the state articulated under Chapter 252.38, Florida Statutes; and

WHEREAS, on March 13, 2020, Pinellas County commissioners unanimously approved a local state of emergency, followed by additional approvals ("County Declarations"), that delegates authority to the county administrator, allowing him to take measures to keep residents safe and help mitigate and contain the spread of COVID-19; and

WHEREAS, Chapter 252.38, Florida Statutes, and Article II, Sec. 34-38 of the City of St. Pete Beach Code of Ordinances authorized the proclamation declaring a state of local emergency which was initially executed by Mayor Alan Johnson on March 16, 2020, and thereafter has been renewed in seven (7) day increments in accordance with state law (Exhibit "A"); and

WHEREAS, in accordance with Chapter 252.38, Florida Statutes, and Article II, Sec. 34-38 of the City of St. Pete Beach Code of Ordinances, the City Commission desires to renew its confirmation of the Mayor's proclamation dated May 12, 2020 (Exhibit "B") declaring a state of local emergency, which shall remain in effect for seven (7) days from the date of the proclamation; and

WHEREAS, the City Commission desires to authorize the City Manager, through this resolution confirming the Mayor's renewed proclamation, to take any and all legal, appropriate and reasonable measures, described in more detail below, to protect the public health, safety and welfare of the citizens, city employees and visitors of the City of St. Pete Beach, Florida to help mitigate and contain the spread of COVID-19.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of St. Pete Beach, that:

Section One: The above recitals and attached exhibits are true and correct and are incorporated herein by reference.

Section Two: COVID-19 poses a serious threat to the residents of the City of St. Pete Beach and the Mayor's renewed proclamation declaring a State of Local Emergency executed on May 12, 2020 is necessary and is hereby confirmed and shall be in effect for all territory within the corporate boundaries of the City of St. Pete Beach for seven (7) days in accordance with state law and the City's code of ordinances.

Section Three: The City Commission authorizes the City Manager of the City of St. Pete Beach to take any and all legal, appropriate and reasonable measures ("Emergency Measures") to protect the public health, safety and welfare of the citizens, city employees and visitors of the City of St. Pete Beach, Florida to help mitigate and contain the spread of COVID-19, including but not limited to the actions listed in

- a) Sec. 34-38, St. Pete Beach Code of Ordinance;
- b) 252.38, Florida Statute; and
- c) Resolution 2020-13, as amended.

Section Four: Such Emergency Measures entrusted to the City Manager include the duties and responsibilities required of him by the City's charter, code, and other laws, policies, rules, and regulations.

BE IT FURTHER RESOLVED THAT the enforcement of the provisions of this Resolution and the associated proclamation shall be in effect until terminated or expiration in accordance with State law.

Passed this 12th day of May 2020 by the City Commission of the City of St. Pete Beach, Florida.

Alan Johnson, Mayor

ATTEST:

Rebecca C. Haynes, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Andrew Dickman, City Attorney



**RENEWED PROCLAMATION
DECLARING STATE OF LOCAL EMERGENCY
MAY 12, 2020**

WHEREAS, the COVID-19 has the potential for causing a serious public health risk to the citizens and visitors of the City of St. Pete Beach; and

WHEREAS, on March 9, 2020, Florida Governor, Ron DeSantis issued executive order 20-52 ("Emergency Management COVID-19 Public Health Emergency"), followed by numerous additional Executive Orders (collectively "Executive Orders") allowing in part for the suspension of formalities and procedures of political subdivisions of the state articulated under section 252.38, Florida Statutes; and

WHEREAS, on March 13, 2020, Pinellas County commissioners unanimously approved a local state of emergency, followed by additional approvals ("County Declarations"), that delegates authority to the county administrator, allowing him to take measures to keep residents safe and help mitigate and contain the spread of COVID-19; and

WHEREAS, Chapter 252.38, Florida Statutes, and Article II, Sec. 34-38 of the City of St. Pete Beach Code of Ordinances authorized the proclamation declaring a state of local emergency which was initially executed by the undersigned on March 16, 2020, was confirmed by the City Commission by Resolution Number 2020-07, and successively renewed as the State of Local Emergency every seven (7) days thereafter, and is in effect for seven (7) days in accordance with state law; and

WHEREAS, even though both the Governor of the State of Florida and the Pinellas Board of County Commissioners have issued orders and initiated Phase One of a gradual reopening for normal activities; there remains a necessity for emergency directives in the city; and

WHEREAS, in accordance with Chapter 252.38, Florida Statutes, and Article II, Sec. 34-38 of the City of St. Pete Beach Code of Ordinances, I desire to renew the proclamation declaring a state of local emergency, which shall be submitted to the City Commission for confirmation.

NOW, THEREFORE, I, Alan Johnson, Mayor of the City of St. Pete Beach, Florida do hereby proclaim a State of Local Emergency shall be declared, effective immediately, for all territory within the corporate boundaries of the City of St. Pete Beach.

IT IS FURTHER PROCLAIMED THAT the City of St. Pete Beach hereby exercises its authority and waives the procedures and formalities required by law of a political subdivision as provided in Chapter 252.38(2), Florida Statutes.

IT IS FURTHER PROCLAIMED THAT the enforcement of the provisions of emergency ordinances, actions, policies, rules and procedures, pursuant to the City Code of Ordinances, Article II, Emergency Management, shall be in effect until the termination of the local State of Emergency or seven (7) calendar days from the date of this proclamation, whichever comes first. The City Manager is hereby ordered to take whatever lawful and prudent actions necessary to protect the health, safety, and welfare of the community, including but not limited to the actions listed in Sec. 34-38, St. Pete Beach Code of Ordinance, Sec. 252.38, Florida Statutes, and any other actions later expressed by the City Commission by resolution confirming this proclamation.

IN WITNESS WHEREOF, I have here unto set my hand and caused the great Seal of The City of St. Pete Beach, Florida to be affixed this 12th day of May 2020.

Alan Johnson, Mayor