



CITY OF MIAMI SPRINGS, FLORIDA

Mayor Maria Puente Mitchell

Vice Mayor Jacky Bravo
Councilman Walter Fajet, Ph. D.

Councilman Bob Best
Councilman Victor Vazquez, Ph. D.

Decorum: "Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the City Council, shall be barred from further audience before the City Council by the Mayor, unless permission to continue or again address the City Council is granted by the majority vote of the City Council members present. In accordance with the foregoing, the City Council has determined that racial or ethnic slurs, personal attacks and comments unrelated to City matters or issues constitute prohibited comments from the podium."

CITY COUNCIL REGULAR MEETING AGENDA

Monday, February 14, 2022 – 7:00 p.m.

City Hall, Council Chambers, 201 Westward Drive, Miami Springs, Florida
(In-person and virtually. See pages 3-4 for additional information)

- 1. Call to Order/Roll Call**
- 2. Invocation:** Councilman Bob Best
Pledge of Allegiance: Audience will lead the Pledge of Allegiance and Salute to the Flag
- 3. Agenda / Order of Business**
- 4. Awards & Presentations:**
 - A) City Hall Lobby Artist of the Month for February 2022 – Students from Miami Springs Senior High School
- 5. Open Forum:** Persons wishing to speak on items of general City business, may do so in person (*subject to capacity restrictions*) or virtually by following the instructions on pages 3-4. This portion of the meeting also includes any pre-screened video submittals. *The purpose of Open Forum is to encourage residents and members of the public to address their concerns and make comments on any item. The City Council will not enter into a dialogue at this time. City staff will gladly address any question, issue, and/or comment after the meeting. The Mayor is the presiding officer of all Council meetings and shall conduct the meetings accordingly.*
- 6. Approval of Council Minutes:**
 - A) January 18, 2022 – Workshop
 - B) January 24, 2022 – Regular Meeting
- 7. Reports from Boards & Commissions:** None.
- 8. Public Hearings:** None.
- 9. Consent Agenda: (Funded and/or Budgeted):** None.
- 10. Old Business:** None.

11. New Business:

A) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving A Collective Bargaining Agreement With The Florida State Lodge Fraternal Order Of Police, Inc. On Behalf Of The City Of Miami Springs Lieutenants Collective Bargaining Unit Covering Fiscal Years 2021–2022 Through 2023-2024; Providing For Authorization; And Providing For An Effective Date

B) **Ordinance – First Reading** – An Ordinance Of The City Of Miami Springs, Florida, Amending Chapter 35, “Retirement Systems,” Article Ii, “Police And Fireman Pension Plan” Of The City’s Code Of Ordinances By Amending Section 35-51, “Definitions” Pertaining To “Average Monthly Earnings”; Amending Section 35-53 “Benefit Amounts And Eligibility” To Exclude Members In The Rank Of Lieutenant And Below Retiring Or Entering The Drop After December 14, 2021 From The Provisions Relating To Frozen Accrued Benefits; Providing For Conflicts; Providing For Severability; Providing For Codification; And Providing For An Effective Date

12. Other Business:

A) Update by Mayor Mitchell on Tallahassee Dade Days and Florida League of Mayors

B) Update by Mayor Mitchell on Miami-Dade County League of Cities Board meeting on February 10th at the Miami Springs Country Club

13. Reports & Recommendations:

A) City Attorney

B) City Manager

C) City Council

14. Adjourn



CITY OF MIAMI SPRINGS PUBLIC MEETING NOTICE

The City of Miami Springs will hold a Council meeting on:
Monday, February 14, 2022 at 7:00 p.m. at
City Hall, Council Chambers, 201 Westward Drive, Miami Springs, Florida
(Physical Meeting Location)

The meeting agenda is available online at: <https://www.miamisprings-fl.gov/meetings>

Elected officials and City staff will participate from the physical meeting location. Members of the public may attend the meeting in person at the physical meeting location, or, alternatively, may watch or call in to the meeting by following these instructions:

ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION

The meeting will be held in person at the physical meeting location stated above. Admission to the physical meeting location is on a first-come, first-serve basis and space is limited. Doors will open 30 minutes prior to the meeting start time. The City highly encourages those in attendance to wear facial coverings and abide by social distancing as recommended by the CDC.

WATCH THE MEETING

- **Comcast/Xfinity:** Channel 77 (Meeting will not be live broadcast, but will be available for later viewing)
- **YouTube:** <https://www.youtube.com/channel/UC2at9KNngUxZRSw1UkhdHLQ/featured>
- **From your computer/mobile device:** <https://www.miamisprings-fl.gov/meetings>

CALL IN TO THE PUBLIC MEETING

Dial 305-805-5151 or 305-805-5152

(Alternatively, you may also dial the phone numbers below to join the meeting:
1 (646) 558 8656, 1 (301) 715 8592, 1 (312) 626 6799, 1 (669) 900 9128, 1 (253) 215 8782,
1 (346) 248 7799) **then input the Meeting ID: 863-9512-4146, followed by #.**
There is no participant ID. Press # again.

Any person requiring special accommodations to access this proceeding is asked to advise the City at least 2 days before the proceeding by contacting the City Clerk at cityclerk@miamisprings-fl.gov

PUBLIC COMMENTS WILL BE ACCEPTED BY THE FOLLOWING MEANS:

EMAILED COMMENTS: Members of the public may email their public comments to the City in advance of the meeting. Please email the City at cityclerk@miamisprings-fl.gov by 12:00 p.m. on the day of the meeting with the subject line "PUBLIC COMMENT" and the following information in the body of the email: Your Name, Address, if you are a hired Consultant or City Employee, and/or if you are engaged in Lobbying Activities and/or representing an organization. Please limit your comments to no more than 350 words. Public comments received via email may be read into the record during the public comment portion of the agenda, if any.

IN-PERSON COMMENTS: Members of the public may attend the meeting at the physical meeting location stated above and deliver their public comments in person during the public comment portion of the agenda.

VIRTUAL COMMENTS: *Public comments will also be accepted during the meeting using the virtual meeting platform as follows:*

By telephone: To ask to speak during the meeting, call in to the meeting using the instructions above. Please press *9 from your telephone and you will be called on to speak during public comments and identified by the last 4-digits of your telephone number.

During the meeting, when your name or the last 4-digits of your telephone number is called, you will be unmuted and you may deliver your comments.

Please be sure to be in a quiet area to avoid unnecessary noise. Please provide the following information

before delivering your comments: Your Name, Address, if you are a hired Consultant or City Employee, and/or if you are engaged in Lobbying Activities and/or representing an organization.

A time limit may be imposed for each speaker during public comment.
Your cooperation is appreciated in observing the time limit.

Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the City Council, shall be barred from further audience before the City Council by the Mayor, unless permission to continue or again address the City Council is granted by the majority vote of the City Council members present. In accordance with the foregoing, the City Council has determined that racial or ethnic slurs, personal attacks and comments unrelated to City matters or issues constitute prohibited comments when addressing the Council during public comments.

PUBLIC RECORDS

The meeting will be recorded for later viewing and is a public record. The virtual chat, if any, will be saved and is a public record. Minutes of the meeting will be taken and will be made available.

NOTICE PURSUANT TO §286.0105, FLORIDA STATUTES

IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE 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 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

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this proceeding is asked to advise the City at least 2 days before the proceeding by contacting the City Clerk's Office at 305-805-5006.

LOBBYING ACTIVITIES

In accordance with Section 33-01 of the City Code, adopting Section 2-11.1(s) of the Miami-Dade County Code, any person engaging in lobbying activities, as defined therein, must register at the City Clerk's Office before addressing the City Council on the agenda items or engaging in lobbying activities. Specifically, all persons, firms or corporations employed or retained by a principal who seeks to encourage the passage, defeat, or modifications of (1) ordinance, resolution, action or decision of the City Council; (2) any action, decision, recommendation of any City Board or Committee; or (3) any action, decision or recommendation of City personnel during the time period of the entire decision-making process on such action, decision or recommendation which will be heard or reviewed by the City Council, or a City Board or Committee shall register with the City before engaging in any lobbying activities on forms prepared for this purpose and shall state under oath his or her name, business address, the name and business address of each person or entity which has employed said registrant to lobby, and the specific issue on which he or she has been employed to lobby. A copy of the lobbyist registration form is available from the Office of the City Clerk and online at: <https://www.miamisprings-fl.gov/cityclerk/lobbyist-registration-form-0>.

Have questions or need additional information?

Write: cityclerk@miamisprings-fl.gov

Call: 305-805-5006

Mail: 201 Westward Drive, Miami Springs, FL 33166



Miami Springs city hall 2/2022 gallery show Design and Drawing Exhibition

Emma Alfonso

Grade: 10

Drawing

Haslier Estevez

Grade: 11

Collage with Layered Colors
Shapes

Shantell Ashmeade

Grade: 9

Torn Paper Collage

Lorena Hermelo

Grade: 11

Drawing

Rachel Bardeles

Grade: 10

Torn Paper Collage

Genesis Lopez

Grade: 10

Drawing

Rachel Bardeles

Grade: 10

Value Study with Organic
Shapes

Kira Hernandez

Grade: 11

Drawing

Haslier Estevez

Grade: 11

Value Study with Organic
Shapes

Mariane Hernandez

Grade: 10

Drawing

Suani Martinez

Grade: 12

Drawing

Miami Springs city hall 2/2022 gallery show Design and Drawing Exhibition

Kyra Lau
Grade: 12
Drawing

Danay Romero
Grade: 12
Value Study with Organic Shapes

Elsy Moreno
Grade: 10
Torn Paper Collage

Danay Romero
Grade: 12
Collage with Layered Colors Shapes

Daisy Rivero
Grade: 12
Drawing

Roselynn Rodriguez
Grade: 10
Value Study with Organic Shapes

Zaid Rugama
Grade: 10
Drawing

Karen Zuniga
Grade: 10
Value Study with Organic Shapes

Karen Zuniga
Grade: 10
Collage with Layered Colors Shapes



City of Miami Springs, Florida
City Council Workshop Meeting Minutes
Monday, January 18, 2022, 6:00 p.m.
Council Chambers at City Hall
201 Westward Drive, Miami Springs, Florida

1. **Call to Order/Roll Call:** The meeting was called to order by the Mayor at 6:00 p.m.

Present were the following:

Mayor Maria Puente Mitchell
Vice Mayor Jacky Bravo
Councilman Bob Best
Councilman Walter Fajet, Ph. D.
Councilman Victor Vazquez, Ph. D.

City Manager/Finance Director William Alonso
City Clerk Erika Gonzalez-Santamaria
Assistant City Manager Tammy Romero
City Attorney Haydee Sera
Police Chief Armando Guzman

2. **Invocation:** Offered by Councilman Walter Fajet
Pledge of Allegiance/Salute to the Flag: Led by the audience.
3. **Workshop on City Council Goals and Strategic Planning**
4. **City Manager's memo in preparation for workshop**

City Manager William Alonso welcomed everyone and corrected several points on the memo. He stated that the workshop is to allow free discussion among the City Council on the various issues on the agenda.

- A) Gateway Overlay District Ordinance (Mayor Mitchell/Councilwoman Bravo)
 - a. Temporary Moratorium on Ordinance 1102-2018 Gateway Overlay District (Councilwoman Bravo)

Mayor Mitchell stated that the current ordinance can be looked into further. Vice Mayor Bravo introduced samples of legislation on moratoriums adopted by other cities in Florida. After some discussion, the City Council conceded to have a separate Council Workshop in order to review the Gateway Ordinance and to further explore improvements on the Ordinance.

B) Downtown Business Area Parking (Mayor Mitchell/Councilman Vazquez)

- a. Redesign median to include: Angle parking and more trees; Reducing both sides of Westward Drive to one lane in each direction and extending sidewalks; (Councilman Vazquez)
- b. Studying the option of construction of a Parking Garage in this area (Councilman Vazquez)

City Council conceded to wait for the Parking Study which was applied for through a recent grant application, will shortly take place and City Council and City Administration may make a more informed decision on parking needs.

C) Business Areas: Code Enforcement Consistency, Aesthetics & Facilitating Curbside and Outdoor Dining, and Pedestrian Access (Mayor Mitchell/Councilman Best)

City Council discussed this item and making the business area more attractive by possibly increasing the number of Code Enforcement Officers for the upcoming budget process.

D) Communications and social media outreach to community (Mayor Mitchell/Councilman Vazquez)

City Manager William Alonso stated that the City's Public Information Officer, Shannen Jaser is working on a variety of projects to improve communication with residents and the public.

- E) Addressing Gaps to Achieve Consistency in "Beautiful Miami Springs" (e.g., city entry points, aesthetics throughout city and canals, tree canopy) (Mayor Mitchell)
 - a. Enhancing Business Area of Westward Drive between the Circle and Esplanade by Creating tree canopy on both sidewalks (north and south) (Councilman Vazquez)

Vice Mayor Bravo stated that she would like to explore the possibility of bringing a pueblo style bandstand at the circle; she shared photos of sample bandstands from the 1920's. City Council also discussed improving the City's entry signs and possibly planting some trees in certain City medians for beautification. They referred this item to Historic Preservation Board for further discussion and recommendations.

- F) Working with Mayor Levine-Cava Office regarding compensation related to hotel bed tax legislation and distribution to the City of MS (Councilman Vazquez)

Councilman Vazquez stated that he hopes the City continues to pursue the Bed Tax issue at the State and County levels. The City Council further discussed this and conceded that this is an issue that will be further pursued in the future.

G) Creation of exercise zones in the Curtiss Parkway median and Ludlam Road area where residents can do chin ups, pushups etc. (Councilman Vazquez)

Councilman Vazquez stated that he wanted to propose this item for Council's consideration, he said that he will discuss this in detail with City Staff and bring back this item to Council at a later date. No further action was taken.

H) War Memorial Initiative and the City's State Appropriation request (Councilman Best)

Councilman Bob Best stated that the American Legion is currently collecting donations for the proposed War Memorial. He stated that Mr. Max Milam has set up a donation display at Milam's Grocery Market to help with fundraising.

I) Increasing compensation for Mayor and Council in order to attract new talent to run for Council seats. (Councilman Best)

Councilman Best stated he wanted to bring this item to the table for Council consideration. There was no further action taken.

J) Bundling City Debt burden to mitigate coming prime rate increase (Councilman Best)

Councilman Best said that this is a reminder to continue to be vigilant on the rate increases and consider savings in the budget process. There was no further action taken.

K) Police Speeding Enforcement (Councilman Best)

Councilman Best requested that the Police Department look into increasing the number of speeding details to mitigate the number of speeders throughout the City. City Staff stated that this would be looked into further and posting police information on the City website.

L) Review Pay Plan for City Employees (Councilman Best)

City Staff stated that look into comparing the salaries among other similar municipalities and possibly looking into salary increases for a variety of employees for the upcoming budget.

M) Review and discuss Ordinance 1111-2019 City's Land development (Councilwoman Bravo)

This item was discussed earlier.

N) Review and discuss Ordinance 1106-2018 Land usage (Councilwoman Bravo)

This item was discussed earlier.

O) Review and discuss changing the current process of appointments to Boards (Councilwoman Bravo)

Councilwoman Bravo stated that the Council would consider a process for approving board members, specifically for the Code Enforcement Board. The City Attorney offered to work with the Vice Mayor on developing an ordinance on the recommendation for future Council consideration.

P) Renew efforts to have FEC establish a "quiet zone" at N. Royal Poinciana Blvd. train crossing and address increased noise emitting from rail yard (Mayor Mitchell)

Mayor Mitchell explained that this has been a long-time issue for the City and comprises of a few surrounding Cities to agree and it is costly as well. She would like to revisit the issue since there may be some grants available now. City Council conceded to revisiting the item and looking for possible grants to assist in the cost.

4. Adjourn

There being no further business to be discussed the meeting was adjourned at 9:10 p.m.

Respectfully submitted:

*Erika Gonzalez-Santamaria, MMC
City Clerk*

*Adopted by the City Council on
this 14th day of February, 2022.*

Maria Puente Mitchell, Mayor

PURSUANT TO FLORIDA STATUTES 286.0105, THE CITY HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE CITY FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.



City of Miami Springs, Florida

City Council Meeting

Regular Meeting Minutes

Monday, January 24, 2022 7:00 p.m.

City Hall Council Chambers, 201 Westward Drive, Miami Springs, Florida
Virtual Council Meeting using Communications Media Technology Pursuant to
Governor's Executive Order 20-69

1. **Call to Order/Roll Call:** The meeting was called to order by the Mayor at 7:00 p.m.

Present were the following:

Mayor Maria Puente Mitchell

Vice Mayor Jacky Bravo

Councilman Bob Best

Councilman Walter Fajet, Ph.D.

Councilman Victor Vazquez, Ph.D.

City Manager/Finance Director William Alonso

Assistant City Manager Tammy Romero

City Clerk Erika Gonzalez-Santamaria (via Zoom)

City Attorney Haydee Sera (via Zoom)

Deputy City Clerk Juan D. Garcia

2. **Invocation:** Offered by Councilman Victor Vazquez
Pledge of Allegiance: Audience participated in leading the pledge.
3. **Agenda / Order of Business: None at this time.**
4. **Awards & Presentations: None at this time.**
5. **Open Forum:** The following members of the public addressed the City Council: **Martin Crosland, 900 Plover Avenue.**
6. **Approval of Council Minutes:**
 - A) January 10, 2022 – Regular Meeting

Councilman Best moved to approve the minutes of January 10, 2022 Regular Meeting. Councilman Vazquez seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Bravo, Councilman Best, Councilman Fajet, Councilman Vazquez, and Mayor Mitchell voting Yes.

7. Reports from Boards & Commissions:

- A) Report by Chair Ernie Aloma of the Board of Adjustment/Planning and Zoning Board

Chairman Aloma updated the City Council on the board's meetings. He stated they convene when applications for commercial or residential developments require board review and recommendations, which are then reviewed and approved by the City Council. He thanked the City Council for their time and attention.

- B) Report by Chair Marlene Jimenez of the Code Enforcement Board

Chairwoman Jimenez updated the City Council on the recent meeting held by the board. She stated that the board reviews Code Citations on a monthly basis and the board as a whole provide remedies to correct the Code violations. She thanked the City Council for their time and attention.

8. Public Hearings: None at this time.

9. Consent Agenda: (Funded and/or Budgeted):

A) **Resolution** - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Purchase And Installation Of A Replacement Generator Motor For The City's Aquatic Center From All Power Generators Corp. In An Amount Not To Exceed \$14,213 Utilizing The Terms And Conditions Of Miami-Dade County Contract No. Fc-00418 Pursuant To Sections 31-11(C)(2) And 31-11(E)(5) Of The City Code; Declaring Certain Equipment As Surplus Property; Authorizing The Sale Or Disposition Of Surplus Property; Providing For Implementation; And Providing For An Effective Date

B) **Resolution** - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Issuance Of A Work Order To Bermello, Ajamil & Partners, Inc. For Phase 2 Of The Oakwood And East Drive Stormwater And Roadway Improvements Project Consisting Of Design Development And Construction Documents, And Coordination And Permitting With Regulatory Agencies, In An Amount Not To Exceed \$276,930; And Providing For An Effective Date

City Manager William Alonso read the item by title.

Councilman Best moved to approve the Consent Agenda. Councilman Vazquez seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Bravo, Councilman Best, Councilman Fajet, Councilman Vazquez, and Mayor Mitchell voting Yes.

10. Old Business: None at this time.

11. New Business:

A) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Co-Designating A Portion Of Swan Drive Between Albatross Street And Cardinal Street As “Jake Casiano Drive”; Providing For Authorization; And Providing For An Effective Date

City Manager William Alonso read the Resolution by title.

Councilman Vazquez moved to approve the Resolution as read. Councilman Best seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Bravo, Councilman Best, Councilman Fajet, Councilman Vazquez, and Mayor Mitchell voting Yes.

B) **Resolution** - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Supporting The Miami-Dade County Public School Board’s 2022 State Legislative Priorities And Program; Providing For Transmittal; And Providing For An Effective Date.

City Manager William Alonso read the Resolution by title.

Councilman Vazquez moved to approve the Resolution as read. Councilman Best seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Bravo, Councilman Best, Councilman Fajet, Councilman Vazquez, and Mayor Mitchell voting Yes.

C) **Resolution** - A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Authorizing The Submission Of A Grant Application To The Florida Department Of Transportation (FDOT) Relating To Transportation Services; Authorizing The Acceptance Of A Grant Award From FDOT, If Awarded; Authorizing The Purchase Of Vehicles And/Or Equipment And The Expenditure Of Grant Funds Pursuant To A Grant Award; And Providing For An Effective Date

City Manager William Alonso read the Resolution by title.

Councilman Vazquez moved to approve the Resolution as read. Councilman Best seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Bravo, Councilman Best, Councilman Fajet, Councilman Vazquez, and Mayor Mitchell voting Yes.

12. Other Business:

A) Update from Mayor Mitchell on the FDOT NW 36th St Corridor Project and Iron Triangle

Mayor Mitchell update the City Council on both projects, she stated that since the update at the last Council meeting she said Representative Bryan Avila wrote a letter

to the State Secretary in reference to the project and in response FDOT explained that they will not move forward with the NW 36th Street project at this time. The NW 36th Street Corridor project will stay in the study phase so that new consultants take a look at the project with fresh eyes. However, the Iron Triangle project will be moving to the PD & E, development and environmental phase, which will be extending the 112 extension. At this point, FDOT will conduct public sessions and she encourages the residents and members of the public to participate in these important sessions.

13. Reports & Recommendations:

A) City Attorney

City Attorney Haydee Sera stated that the City filed a lawsuit against FactoryTown Holdings, she said that she will keep the City Council apprised of any new issues that come up.

B) City Manager

City Manager William Alonso stated that he looks forward to Dade Days with most of the members of the City Council. Assistant City Manager Tammy Romero provided a verbal list of upcoming City meetings and events, which may also be found on the City's website.

C) City Council

Vice Mayor Bravo requested that the audio improve during the advisory board meetings. She agrees with Chair Jimenez, that awareness campaigns on social media and the City website may help residents and business owners to be more informed on City Code.

Councilman Best mentioned that the All Angels school officially closed last week and wished all the students much luck. He also wished the Council members heading up to Dade Days good luck.

Councilman Fajet shared that he has had several people express good things on the Council's performance. He stated that the outreach efforts, staff performance and the direction of the City in general has been positive. He said that it is a pleasure working with all of the Council and thanked them for a job well done.

Councilman Vazquez stated that he received a call from Max Milam stating that a donation area is available at Milam's Market for contributions toward to the proposed War Memorial. He thanked the Councilman Best for his efforts on the project as well. Secondly, he said that he agrees about looking into an outreach campaign on social media about Code issues and compliance as it would be quite beneficial. He stated that All Angels school will be greatly missed and hopes to see a return of an educational institution.

Mayor Mitchell stated that at the recent Council workshop, it was stated that the “Bed Tax” should be pursued. She spoke to the President of Miami Dade County League of Cities, Joe Corradino, and the “Bed Tax” issue will be brought up as an item at the next Board Meeting. She also stated that pedestrian safety was brought up during the workshop as well, and she reached out to Miami Dade County, Assistant Director of Transportation and Public Works to assist with looking into improving safety measures in the downtown area. She stated that a Council workshop will be scheduled to discuss the Gateway ordinance. She also welcomed the new addition to the City Clerk’s Office, Ms. Sandra Duarte, Assistant to the City Clerk to the team.

14. Adjourn

There being no further business to be discussed the meeting was adjourned at 8:35 p.m.

Respectfully submitted:

*Erika Gonzalez-Santamaria, MMC
City Clerk*

*Adopted by the City Council on
This 14th day of February, 2022.*

Maria Puente Mitchell, Mayor

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AGENDA MEMORANDUM

Meeting Date: February 14, 2014

To: The Honorable Mayor Maria Puente Michell and Members of the City Council

From: William Alonso, City Manager / Finance Director

Subject: Approval of Fraternal Order of Police (FOP) Collective Bargaining Agreement (CBA) with Lieutenants Union

During 2021, the three Lieutenants that are part of the city's police force petitioned the State of Florida in order to form their own union separate from the current Police Officers union that covers those officers in the ranks of sergeants and below. This petition was approved by the State and ratified by the three members.

During the past few weeks, the city has been in negotiations with the FOP and we recently arrived at an agreement. The attached agreement is for the three-year period starting 10/1/21 to 9/30/24 and provides for the following:

1. Lieutenants will now be hourly employees as opposed to salaried and therefore eligible for overtime pay. Page 28-29 (minimal cost)
2. Eligible for differential pay based on assigned shifts. Page 50 (minimal cost)
3. Off duty pay rate for Lieutenants will be \$62 per hour Page 12 (no cost)
4. Elimination of pension freeze put in effect on Oct 12, 2014. Page 54-55 (minimal cost)
5. They will receive a 4% COLA effective 10/1/21, 3% effective 10/1/22, and 3% effective 10/1/23 Page 43-44 (minimal cost since they are already receiving 3% annually)
6. Annual vacation that can be carried over from year to year will be capped at 300 hours and at separation, retirement, the maximum payout is 300 hours. Page 42 (savings to city)
7. Longevity pay will increase by \$250, as follows: a) from 8-10 years it will go from \$500 to \$750 b) from 10-15 years it will go from \$1,000 to \$1,250 c) from 15-20 years it will go from \$1,500 to \$1,750 and d) over 20 years it will increase from \$1,750 to \$2,000. Page 45 (minimal cost)
8. To be promoted to Lieutenant, a sergeant must serve a minimum of two years continuous service as a sergeant. Page 11 (no cost)

Staff recommends approval of this CBA, once approved there will also be an ordinance on the agenda to approve the retirement plan changes under this agreement. The net effect of these changes on the current year budget are minimal as some items have no cost, some have minimal cost and others are a savings to the city.

RESOLUTION NO. 2022-_____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING A COLLECTIVE BARGAINING AGREEMENT WITH THE FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE, INC. ON BEHALF OF THE CITY OF MIAMI SPRINGS LIEUTENANTS COLLECTIVE BARGAINING UNIT COVERING FISCAL YEARS 2021–2022 THROUGH 2023-2024; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida State Lodge Fraternal Order of Police, Inc. (the “FOP”) represents a collective bargaining unit (“CBU”) consisting of the City of Miami Springs’ (the “City”) sworn lieutenants; and

WHEREAS, the lieutenants petitioned the Public Employees Relations Commission (PERC) in order to form a union and that petition was approved and certified under PERC #1841; and

WHEREAS, the City and the FOP negotiated during fiscal year 2021-2022 and reached mutually acceptable terms for a new collective bargaining agreement for fiscal years 2021-2022 through 2023-2024, which is attached hereto as Exhibit “A” (the “CBA”); and

WHEREAS, the CBU held a meeting and a majority voted to ratify the CBA; and

WHEREAS, the City’s administration has recommended that the City Council approve the CBA and authorize the City Manager to execute same; and

WHEREAS, the City Council finds that this Resolution is in the best interest and welfare of the residents of the City to approve the CBA attached hereto as Exhibit “A.”

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

Section 2. Approval. That the Collective Bargaining Agreement between the City of Miami Springs and the Florida State Lodge Fraternal Order of Police, Inc., attached hereto as Exhibit “A”, is approved.”

Section 3. Authorization. That the City Manager is authorized to execute the Collective Bargaining Agreement in the form attached hereto as Exhibit "A."

Section 4. Effective Date. That this Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Vice Mayor Jacky Bravo	_____
Councilman Bob Best	_____
Councilman Dr. Walter Fajet	_____
Councilman Dr. Victor Vazquez	_____
Mayor Maria Puente Mitchell	_____

PASSED AND ADOPTED this 14th day of February, 2022.

ATTEST:

MARIA PUENTE MITCHELL
MAYOR

ERIKA GONZALEZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF MIAMI SPRINGS ONLY:

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
CITY ATTORNEY

Exhibit A

Collective Bargaining Agreement between the City of Miami Springs and the Florida State
Lodge Fraternal Order of Police, Inc. for fiscal years 2021-2022 through 2023-2024

AN AGREEMENT

BETWEEN

THE CITY OF MIAMI SPRINGS

AND

FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE, INC.

Effective October 1, 2021 and continuing

until September 30, 2024

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PREAMBLE

THIS AGREEMENT is entered into by the City of Miami Springs, Florida, hereinafter referred to as the “City,” and the Florida State Lodge Fraternal Order of Police Inc. hereinafter referred to as the “FOP,” for the purpose of promoting harmonious relations between the City and the FOP, to establish an orderly and prompt procedure to settle differences which might arise, to insure continuation of normal activities and departmental operations, and to set forth the basic and full agreement between the parties concerning rates of pay, wages, hours of work, and all other conditions of employment.

ARTICLE 1. RECOGNITION

The City hereby recognizes the FOP as the collective bargaining agent for included Sworn law enforcement personnel of the Miami Springs Police Department in the rank of Lieutenant. Excluded all other employees of the City of Miami Springs as to wages, hours and all other terms and conditions of employment.

As certified by the Public Employees Relations Commission under PERC #1841.

ARTICLE 2. NO STRIKE

There will be no strikes, work stoppages, picket lines, slowdowns, boycotts or concerted failure or refusal to perform assigned work by the Employees or the FOP and there will be no lockouts by the City for the duration of this Agreement. The FOP supports the City fully in maintaining normal operations.

Any employee who participates in or promotes a strike, work stoppage, picket line, slow down, boycott or concerted failure or refusal to perform assigned work may be disciplined or discharged by the City in accordance with the City personnel rules in effect at the signing of this Agreement and only the question of whether he did, in fact, participate in or promote such action shall be subject to grievance and arbitration procedure.

It is recognized by the parties that they are responsible for and engaged in activities which are the basis of the health and welfare of the citizens and that any violation of this section could give rise to irreparable damage to the City and to the public at large. Accordingly, it is understood and agreed that in the event of any violation of this section, the City or the FOP shall be entitled to seek and obtain immediate injunctive relief; provided, however, it is agreed that the FOP shall not be responsible for any act alleged to constitute a breach of this section if neither the FOP nor any of its officers instigated, authorized, condoned, sanctioned or ratified such action, and further, that the FOP and its FOP officers have used every reasonable means to prevent or terminate such action.

ARTICLE 3. EMPLOYER RIGHTS

A. The Employee Organization and the bargaining unit employees recognize that the City has the exclusive right to manage and direct the City of Miami Springs Police Department. Accordingly, the City specifically, but, not by way of limitation, retains the sole right to manage its operations and direct the working force, including the rights to decide the number and location of stations, staffing, the method of service, the schedule of work time; to contract and sub-contract existing and future work to determine whether and to what extent the work required in its operations shall be performed by employees covered by this Agreement; to maintain order and efficiency in its stations and locations; to curtail or discontinue, temporarily or permanently, in whole or in part, operations whenever in the opinion of the Employer good business judgment makes such curtailment or discontinuance advisable; to hire, fire, lay off, assign, transfer, promote and determine the starting and quitting time; and to have complete authority to exercise those rights and powers incidental thereto, including the right to make unilateral changes when necessary.

B. The Employer retains the sole right to discipline, suspend, and discharge employees for just cause, including violations of any of the terms of this Agreement.

C. The above rights of the Employer are not all inclusive but indicate the type of matters or rights which belong to and are inherent to the Employer in its capacity as management of the City of Miami Springs. Any of the rights, powers and authority the Employer had prior to entering this collective bargaining agreement are retained by the Employer, except as expressly and specifically abridged, delegated, granted or modified by this Agreement. Those inherent and common law management functions and prerogatives which the Employer has not expressly modified or restricted by a specific provision in this Agreement are not in any way, directly or

indirectly, subject to the grievance procedure.

D. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of the rights and opportunity are set forth in the Agreement. Therefore, the Employer and the FOP for the life of this Agreement each voluntarily and unqualifiedly waives the right and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to, or covered, in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement, unless otherwise provided in this Agreement.

ARTICLE 4. NON-DISCRIMINATION

The City and the FOP agree not to interfere with the rights of employees covered by this Agreement to become members of the FOP, and there shall be no discrimination, interference, restraint or coercion by the City or the FOP against any officer because of FOP membership or non-membership, or because of race, creed, color, sex or national origin. Any claim of discrimination against the City shall not be arbitrable under this Agreement, but shall be subject to the method of review prescribed by law or regulation having the force and effect of law. Further, it is acknowledged and agreed that any residual wording, or reference, to only one sex, or gender, shall be construed to mean and include all covered employees, both male and female.

ARTICLE 5. DUES CHECK-OFF

Upon receipt of a voluntary written individual notice from any of its employees covered by this Agreement, on a form provided by the FOP, the City will deduct from the pay due such employee those dues and regular assessments required to retain FOP membership. Such authorization is revocable upon 30 days written notice by the employee.

The FOP agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgments, brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

City shall transmit said dues to the FOP at 242 Office Plaza, Tallahassee, FL 32301 along with a list of names.

ARTICLE 6. FOP REPRESENTATIVES

Two (2) members of the FOP and an alternate shall be granted time off without loss of pay to attend negotiation sessions, mutually set, to renegotiate this Agreement.

The City agrees to recognize three (3) FOP representatives appointed by the FOP excluding the state FOP staff representative, whose duties shall be to process grievances from members of the bargaining unit, and from time to time, through existing police department chain of command, bring to attention of the Chief conditions of mutual concern. It is agreed and understood by the parties that these three (3) FOP representatives may spend up to a total of ten (10) hours, collectively, per quarter, without loss of pay, with the prior approval of their supervisor, for the purpose of conducting FOP business. The supervisor's approval shall not be unreasonably withheld, but shall consider the operational requirements of the Department and the City.

The City agrees to allow the FOP and its representatives, whether State, Regional or National, reasonable access to the City Council meeting room for the conducting of FOP business when that room is not in normal use. The City will permit the said credited representatives of the FOP to have this reasonable access to the meeting room of the City at any time when not previously scheduled for another use during working hours to conduct FOP business, with prior approval of the Chief of Police and prior scheduling with the City Clerk. The FOP agrees not to use this access for the purpose of soliciting members.

ARTICLE 7. SERVICES TO THE FOP

A. The City will furnish the FOP with sufficient Bulletin Board space for up to four (4) FOP notices, size “8 1/2 x 14” in the Squad Room. All notices shall be approved by the Chief or Acting Chief prior to posting.

B. The City agrees to provide one covered copy of this Collective Bargaining Agreement for each member of the bargaining unit within a reasonable amount of time after final ratification of the Agreement.

ARTICLE 8. SHIFT EXCHANGE AND SUBSTITUTIONS

No advanced notice will be required for any contemplated change in an employee's status (e.g., transfer, reassignment, or change of shift). The employee may waive advance notice without violating this Article. However, changing an employee's status (e.g., transfer, reassignment, or change of shift) in order to avoid overtime is prohibited.

Upon application to the Chief of Police, shift exchanges, for the purpose of attendance at advance schools and college courses, will be arranged provided:

A. It is voluntary and only for the requesting employee's benefit; but shall not interfere with operation of the department or result in any additional payroll costs to the City.

B. A fellow officer of like rank and qualifications volunteers for the exchange; and the substitution time, between the two employees, is returned to the second party employee within ten (10) months from the date worked.

C. It is requested and approved sufficiently in advance so as not to work a hardship on either officer or the City.

D. For such voluntary and approved substitutions, the hours involved in the shift exchange trading of time between employees, as provided in Fair Labor Standards (FLSA), are not additional payroll hours for either employee; and do not increase any overtime over the amounts the employees would have otherwise been due if the substitution had not taken place.

ARTICLE 9. APPOINTMENTS AND PROMOTIONS

It is agreed that an employee may become eligible for promotion to LIEUTENANT only after two (2) years in continuous rank of SERGEANT with the City.

ARTICLE 10. OFF DUTY WORK

A. It is agreed there will be a good faith effort to ensure that voluntary, authorized off duty work is compensated for at not less than the Dade County Public Safety Department established off duty rate, as approved by the Chief of Police. This approved rate shall be used only for off duty work that is clearly not “joint employment” under the Federal Fair Labor Standards Act (FLSA) and the Rules and Regulations of the U.S. Department of Labor.

B. Compensation for off duty work of a “joint employment” law enforcement nature shall be worked, at such other employer’s expense, at not less than \$50.00 per hour for Patrol Officers, \$56.00 per hour for Sergeants, and \$62.00 per hour for Lieutenants. The \$62.00 per hour rate for Lieutenants will become effective as of ratification of this agreement.

C. The City will guarantee to make a good faith effort to require that an off duty police officer be hired whenever there is private contractor construction requiring the blocking of traffic on a street over which it has municipal control and jurisdiction. If the work being performed by the private contractor is being done and paid for by the City, reasonable judgment shall be used by Police Administration to determine the need for such off duty work. Off duty compensation shall be as specified for “joint employment” in preceding paragraph “B.”

D. Except as specifically provided by preceding paragraph “B” or “C,” it is agreed there shall not be any arrangement for off duty police work, either paid or unpaid, or any other law enforcement secondary employment constituting or creating “joint employment,” or likely to be defined or classified as such, without full disclosure by FOP or member-employee, and prior specific approval by the Chief or Police and City Manager in addition to the management and

public interest reasons for this provision, an additional purpose is to require and exercise due diligence to ensure that employee off duty work which creates, or results in, off shift “joint employment” police work be properly compensated, as provided in paragraph “B,” and covered under paragraph “E.”

E. Any employee who may suffer an “on-the-job injury,” while working authorized police-related off duty “joint employment” and acting in the scope of his law enforcement authority and regular employment, shall be entitled to the same benefits as if injured in the same manner while on duty in regular police officer employment.

F. No member of the Department will be allowed off duty police employment that is detrimental to the Department goals or will impair the efficiency of an employee in the performance of his police duties. Each employee is held strictly responsible for ensuring that he is fully fit to perform his duties when reporting to work for the Department. Employees will not engage in activities of any nature where they would be hindered in performing their departmental duties. Officers shall not work:

1. In any employment or in any location which will tend to bring the Department in disrepute or to reduce his efficiency or usefulness as a member-employee thereof.
2. In any employment requiring any affiliations, membership or allegiance tending to influence his conduct in a manner inconsistent with the proper discharge of his duties as a police officer, or his responsibility to the Department or the public interest.
3. In any business where the manufacture, transportation, sale or serving of liquor is a principal commercial basis of the business, except as provided in State Law (F.S. 561.25 and other provisions) and approved by the Chief of Police.

4. In any employment requiring the services of civil process or the collection of debts.

5. On investigations or other work in which he may avail himself of his access to police information, records, files or correspondence.

6. For any other municipality or political sub-division of the State or Federal government, except by the express permission of the City Manager.

7. In excess of sixteen (16) hours per week, inclusive of approved outside employment, excepting while on vacation leave. Any hours exceeding the maximum will require specific approval of the respective division commander.

8. In any off duty position while on sick leave, injured on duty status, on "light duty" or when disciplinary action is in effect. Also, no officer will be permitted off duty employment within 24 hours of the end of the shift of a day taken as sick leave.

G. Except and unless authorized in advance for a specific event, or for a specific day or group of days, no City vehicle, motorcycle or K-9 dog shall be used in off duty employment. Any member-employee request for an exception, or specific period waiver, shall be made by written memorandum submission and shall not be approved without authorization from the Chief of Police and City Manager, or designated personnel acting on their behalf, with exception for funeral escort use when approved by the Uniform Division Commander or Chief of Police.

ARTICLE 11. SENIORITY AND LAY OFF

Seniority shall consist of continuous accumulated paid service with the City, and shall be computed from the date of appointment. Seniority shall accumulate during absence because of illness, injury, vacation, military leave or other authorized leave. Seniority shall be a factor in determining the following matters:

A. Vacations for each calendar year shall be drawn by employees on the basis of departmental seniority within rank and duty assignments.

B. In the event of a layoff for any reason, employees shall be laid off in the inverse order of their seniority in their classification. Any employee who is to be laid off who has advanced to his present classification from a lower classification in which he held a permanent appointment shall be given a position in a lower classification in the same department. His seniority in the lower classification shall be established according to the date of his permanent appointment to that classification.

Employees shall be called back from layoff according to the seniority in the classification from which the employee was laid off. No new employees shall be hired in any classification in which there are employees currently on lay off status until all employees on lay off status in that classification have had an opportunity to return to work; however, the City is under no obligation to call back from lay off any employee who has been on lay off for over two (2) years.

ARTICLE 12. PROTECTION: EMPLOYEES ACTING WITHIN SCOPE OF AUTHORITY

Under the conditions and provisions set forth in Florida Statutes § 111.065 and § 111.07, except for an officer under active investigation and suspension with pay pending probable disciplinary action or an officer terminated for cause, the City, or an insurance carrier or self-insurance fund on its behalf, will automatically undertake: (1) the legal defense of any member-employee against civil actions (arising out of actions in line of duty and in the scope of employment or function) unless, in the case of tort action, the officer acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property; and (2) will file proper and appropriate countersuits, as determined proper and appropriate by the City Attorney, or special counsel, and authorized by the City Council. Said defense will cease upon the first judicial finding of gross negligence or misconduct, and any further legal representation would be only upon the recommendation of the City Attorney, or special counsel, and authorization of the City Council, in each successive instance of a judicial determination subsequent to the first trial court decision.

ARTICLE 13. AWARDS

A program has been established to formally award Miami Springs Police Department employees or units for specific heroic acts, meritorious service, attainment of an extraordinarily high standard of proficiency in a critical skill achieved in a public safety endeavor, or for an act which results in the betterment of law enforcement. Individual Awards:

The following awards require review by the Awards Committee and approval by the Chief of Police:

1. Medal of Valor
2. Exceptional Service Award
3. Employee Excellence Award
4. Officer of the Month
5. Officer of the Year

A plaque, commendation letter, and/or medal, as appropriate, will be awarded to the recognized officer/employee.

ARTICLE 14. SAVING CLAUSE

All formal benefits heretofore uniformly and continuously enjoyed by all the employees which are not specifically provided for or abridged by the collective bargaining agreement shall continue under conditions which they have been granted by the laws of the State of Florida, Ordinances of Miami Springs, or Personnel Rules and Regulations of Miami Springs; specifically provided, however, that any such benefits may be changed at any time by mutual agreement.

If any provision of this Agreement is declared invalid by a court of competent jurisdiction, the remainder of this agreement shall remain in full force and effect during the term.

ARTICLE 15. LETTERS OF REPRIMAND

A. Employees shall have the right to inspect and copy any letter of reprimand which is placed in the employee's personnel file as the result of supervisory action.

B. Any employee receiving a letter of reprimand from a supervisor may file a written response thereto within a reasonable time after the issuance of the letter of reprimand. At the employee's request, any such written response shall be included in the employee's personnel file together with the letter of reprimand.

C. Letters of reprimands shall not be challenged through the Grievance Procedure described in Article 16, but shall be appealed to the City Manager, or Acting City Manager in his/her absence, whose decision shall be final. Upon the employee's request, the Manager shall meet to discuss said appeal. The employee may be accompanied by a FOP Representative.

ARTICLE 16. GRIEVANCE & ARBITRATION PROCEDURE

A. In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, it is agreed and understood that there shall be a procedure for the resolution of grievances between the parties and that such procedure shall cover grievances involving the application or interpretation of this Agreement. Definitions: A grievance within the meaning of this contract shall consist of a dispute about alleged violations or misapplications of particular clauses of this Agreement and about alleged violations of this Agreement. Only the Union may file a grievance on behalf of a member of the bargaining unit, a group of members of the bargaining unit, or the Union itself.

B. Every effort will be made by the parties to settle any grievance as expeditiously as possible. Should the grieving party fail to observe the time limits as set out in the steps of this Article, his grievance shall be considered conclusively abandoned. Any grievance not answered by Management within the prescribed time limits shall automatically advance to the next higher step.

C. To simplify the grievance procedure and the calculation of time periods material hereto, "days" shall mean calendar days.

D. Grievances shall be presented in the following manner:

Step 1: The aggrieved employee shall discuss the grievance with the Captain within ten (10) days of the occurrence or event which gave rise to the grievance. However, if such employee is on an authorized leave of absence at the time of the occurrence or event which gave rise to the grievance, the ten (10) day period shall not begin to run until such leave expires. The FOP Representative may be present to represent the employee if the employee desires his presence. The Captain may attempt to resolve the matter and shall respond to the

employee within ten (10) days after such discussion. If the grievance is not satisfactorily resolved within the time limits set forth in Step 1, then such employee shall next proceed in accordance with Step 2.

Step 2: Any grievance which was referred to the Captain and was not satisfactorily settled shall next be taken up with the Chief of Police. Such grievance shall be presented to the Chief of Police in writing within ten (10) days after the Captain's response was due in Step 1. The Chief of Police shall, within ten (10) days after presentation of the grievance to him (or such longer period of time as is mutually agreed upon), render his decision on the grievance in writing.

Step 3: If the grievance has not been satisfactorily resolved in Step 2, the employee, with or without the FOP representative, may present a written appeal to the City Manager within ten (10) days from the time the response was due in Step 2. The City Manager, or his designee, shall meet with the employee and the FOP representative, if the employee wishes him present, within ten (10) days after the employee presents him with the written appeal. The City Manager, or his designee, shall respond in writing ten (10) days from the date of the meeting. Such appeal shall only be accomplished by the filing of a copy of the original written grievance by the employee, or by the representative, requesting that the Chief of Police's decision be reversed or modified.

E. Where a grievance is general in nature in that it applies to a number of employees having the same issue to be decided, it shall be presented directly at Step 2 of the Grievance Procedure, within the time limits provided for the submission of a grievance in Step 1 and signed by the FOP representative on their behalf. All grievances must be processed within the time limits herein provided unless extended by mutual agreement in writing.

F. In the event a grievance processed through the grievance procedure has not been resolved at Step 3 above, either the FOP or the City may request that the grievance be submitted to arbitration within fifteen (15) days after the City Manager, or his designee, renders a written decision on the grievance. The arbitrator may be any impartial person mutually agreed upon by and between the parties. However, in the event the parties are unable to agree upon said impartial arbitrator, the parties shall jointly request the Federal Mediation and Conciliation Service to furnish a panel of seven (7) names from which each party shall have the option of striking three (3) names in alternating fashion, thus leaving the seventh (7th), which will give a neutral or impartial arbitrator.

G. The City and the FOP shall mutually agree in writing as to the statement of the grievance to be arbitrated prior to the arbitration hearing, and the arbitrator, thereafter, shall confine his decision to the particular grievance thus specified. In the event the parties fail to agree on the statement of the grievance to be submitted to the arbitrator, the arbitrator will confine his consideration and determination to the written statement of the grievance presented in Step 2 of the grievance procedure. The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or amendment thereto. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or which is not a grievance as defined in this Agreement, or which is not specifically covered by the Agreement, nor shall this collective bargaining agreement be construed by the arbitrator to supersede applicable laws in existence at the time of signing of this Agreement, except to the extent as specifically provided herein. The arbitrator may not issue declaratory or advisory opinions and shall confine himself exclusively to the question which is presented to him which question must be actual and existing. The arbitrator shall have the

authority to provide an appropriate remedy for any violation of this Agreement, subject to all terms and conditions stated in this Article.

H. Consistent with the provisions of the Florida Public Employees Relations Act, F.S. Chapter 447, it is mutually acknowledged and agreed that this collective bargaining agreement shall be administered within the amounts initially appropriated by the City Council for funding of the collective bargaining agreement. Accordingly, and notwithstanding any other provision of this collective bargaining agreement, the arbitrator shall have no authority, power, or jurisdiction to construe any provision of law, statute, ordinance, resolution or regulation or provision of this collective bargaining agreement to result in, obligate or cause the City to have to bear any expense, debt, cost or liability which would result, directly or indirectly, in the City exceeding the amounts initially appropriated and approved by the City Council for the funding of this collective bargaining agreement as agreed upon by the parties. Any such award which contravenes or is not in compliance with the provisions of this paragraph shall be null and void.

I. The compensation and expenses of the arbitrator shall be borne by the losing party. In the event of a compromise award, such costs shall be borne equally by the parties. Any party desiring a transcript of the hearing shall bear the cost of such transcript unless both parties mutually agree to share said cost.

J. The parties shall make their choice of the impartial arbitrator within five (5) days after receipt of the panel from the Federal Mediation and Conciliation Service. Copies of the arbitrator's award made in accordance with the jurisdiction and authority under this Agreement shall be furnished to both parties within thirty (30) days of the close of the arbitration hearing. The arbitrator's award shall be final and binding on the parties.

K. No part-time, temporary, or probationary employee shall be entitled to utilize the grievance and arbitration procedures set forth in this collective bargaining agreement. But those people, as described in this paragraph, shall have the right to a fair and equitable grievance procedure.

L. The grievance and arbitration procedure shall be exclusive to the FOP. Therefore, subject to Sections 447.301 and 447.401. Florida Statutes or other applicable laws, no bargaining unit member may file a grievance or request arbitration without the written authorization from the Union. The arbitration shall be conducted under the rules set forth in this agreement.

ARTICLE 17. UNIFORM MAINTENANCE ALLOWANCE

A. (1) Employees in the uniform division will receive a monthly allowance of \$45.00 for the cleaning and repairing of uniforms; allowance to be paid in quarterly installments.

(2) Bargaining unit employees shall be entitled to make application for reimbursement up to Three Hundred (\$300.00) Dollars each fiscal year. First year officers shall not be eligible to make application for such qualified purchase reimbursement prior to satisfactory completion of their probationary period. Further, whenever an employee is transferred into, or from, the uniform division on a “permanent” basis by official personnel action, the annual maximum reimbursement amount for the fiscal year period shall be prorated on a weekly basis for the portion of the year assigned to the division, and employees transferred out of the uniform division shall have thirty (30) days to make application for reimbursement related to qualified items purchased prior to being advised of reassignment in writing, or by personnel action form. All applications for reimbursement must be submitted no later than 30 days prior to the end of the fiscal year. Application shall be made on the form provided by the Department and must include an itemized, descriptive paid invoice per the attached list.

B. Non-uniformed employees will receive an annual clothing maintenance allowance in lieu of cleaning in the amount of Five Hundred and Ninety-Nine Dollars (\$599.00). This amount shall be paid in quarterly installments for primary assignment to an authorized non-uniform position, and shall be prorated on a weekly basis for transfers into and out of such positions by official personnel action.

C. Employees shall participate in, and receive, prorated reimbursement eligibility and prorated allowance payments, as provided in “A” and “B” above, in direct relationship to the duty assignment and the use of uniforms, clothing and equipment.

D. The City will provide to each employee a light weight uniform jacket.

E. The City will provide for the replacement of bullet proof vests which become unsafe or dysfunctional under normal use; provided that the City shall not be liable for any vest lost, stolen, or damaged as a result of employee negligence. Upon the request of any employee and presentation of a properly executed receipt of a bill of sale, and return of the old vest, the City shall reimburse the officer up to 100% of the cost of the bulletproof vest, with the maximum dollar amount not to exceed Seven Hundred One Dollars and Twenty-Five Cents (\$701.25). It shall be the officer’s sole responsibility to replace vest(s) as needed and no liability shall inure to the City based on the officer’s failure to obtain or replace a vest as needed.

Such vests shall be worn in accordance with such rules, regulations or directives which may be furnished from time to time by the Police Chief.

A. REIMBURSEMENT ITEMS:

1. Repair, refurbishing, refinishing and restorative work on optional back up weapon; listed optional equipment; and leather goods.
2. Authorized uniform shoes, including water-protective rubber-cover wear.
3. Handcuffs when unusable and beyond reasonable repair.
4. New purchase of backup weapon, if officer does not possess one, or replacement of existing unserviceable backup weapon, when unsafe and beyond reasonable repair.
5. Accessory service pistol grip.
6. Uniform leather case and pocket knife.
7. Whistle and whistle holder.
8. Ticket book cover, carrier of case.
9. Clipboard with light or clipboard light.
10. Accident report template.
11. Backup weapon holster.
12. Uniform equipment carrier unit, such as a tote-bag, briefcase or other type equipment organizer bag or case.
13. Vest
14. Other equipment as approved by the Chief of Police.

ARTICLE 18. HOURS OF WORK

A. Pursuant to Fair Labor Standards Act (FLSA) Section 207 (K) and Department of Labor Regulation 29 CFR Part 553, the City shall adhere to a seven (7) day “work period.” Within each “work period,” overtime shall be determined and calculated on “in pay status” time, all “tours of duty” time and such other time actually worked, excluding any substitution/exchange traded time; provided, however, that time spent by an employee on Annual Leave, Holiday Leave (including Birthday and Floating Holidays) and Sick Leave shall not be included in any computation of overtime or as “hours worked” or as “in pay status.” Compensatory time shall be included in the computation of overtime. Additionally, time and one-half overtime will be paid for compensable hours exceeding forty (40) hours in each seven (7) day work period. All hours worked up to forty (40) in each seven (7) day work period shall be compensated at straight time, except as provided for in Article 19.

B. Nothing in this Agreement shall be construed, or applied, to be in conflict with the Fair Labor Standards Act (FLSA) or related FLSA regulations promulgated by the U.S. Department of Labor, as these may be amended from time to time; provided, however, if such amendments would result in any City optional costs to be increased, the City and FOP would meet promptly to renegotiate the provisions of the Agreement which would give rise to such optional cost.

C. Effective October 1, 2017 employees shall be able to accumulate compensatory time to a maximum of two hundred (200) hours. Employees shall receive payment of accrued compensatory time upon termination of service at the employee’s rate of pay at termination date. The City may, based upon the City Manager’s determination as to the availability of funds, authorize employees to “sell” to the City up to an amount of compensatory time not to exceed forty

(40) hours per employee in a twelve (12) month period. An employee may participate only to the extent that the employee has in excess of forty (40) hours of compensatory time on the books.

D. Effective upon ratification of this agreement, bargaining unit employees will transition from salaried employees (exempt under FLSA) to hourly employees (nonexempt under FLSA) with all of the requisite protections and benefits for the nonexempt status under the Fair Labors Act and enumerated in this agreement.

Notwithstanding anything in this Agreement to the contrary, the mandatory FLSA requirements shall apply in all matters covered thereunder (such as hours, rates, overtime, compensatory time, etc.) unless cities become exempted.

ARTICLE 19. CALL IN, CALL BACK AND COURT TIME

A. When it is necessary for the Department to require employees to return to work on regular work days or on their days off, but not on or less than one (1) hour after the end of their regular assigned shift, the City agrees to compensate the employee at the overtime rate. A minimum of three (3) hours compensation at the overtime rate is guaranteed.

B. When it is necessary for the Department to require employees to appear in court, not on or contiguous to their regular assigned shift, the City agrees to compensate the employee at the overtime rate. A minimum of three (3) hours compensation at the overtime rate is guaranteed, provided however, no employee shall be compensated more than once for appearances occurring within the same minimum three (3) hour period. In accordance with FLSA, officers on stand-by for court appearance will not be compensated for any time prior to actual call-back.

C. When it is necessary for the Department to require employees to return to work on a regular day off due to riot, hurricane, or any other emergency declared by the City Manager or his agent, the City agrees to compensate the employee at the overtime rate as required by the Fair Labor Standards Act (FLSA).

D. Call back and call in:

1. Call back is the calling of an employee to work during a period which is separated by a gap in time of at least one (1) hour not contiguous with the employee's regularly scheduled shift. Call back may thus occur either on a work day or on a day off.

2. When an employee is asked to report to work early, the request is deemed a call-in (rather than a call-back) and the employee shall not be guaranteed a minimum of three (3) hours at the overtime rate, but shall be paid at the overtime rate for such actual time worked by the employee prior to the beginning of his regularly scheduled shift as required by the FLSA.

3. When employees are called back to work on holiday, annual, or sick leave days, they will be guaranteed a minimum of three (3) hours compensation at the overtime rate. Every attempt should be made by supervisors to not call back employees on holiday, annual or sick leave days unless under genuine emergency conditions.

4. Employees called back to work on a day off shall be entitled to the three (3) hour guarantee at the overtime rate.

ARTICLE 20. FOP BUSINESS

The City agrees that during an employee representative's non-working time, on the City's premises, employee FOP representatives shall be allowed to, when the following does not interfere with official duties as determined by the Chief, and does not conflict with law or interfere with the work and official duties of other employees:

- A. Post FOP notices, without disrupting working employees.
- B. Distribute FOP literature, except as prohibited by law.
- C. Solicit FOP membership, during other employees off duty and non-working hours away from areas where actual work is performed.
- D. Transmit communications, authorized by the local FOP or its officers, to the City or its representative.
- E. Consult the City representative through the existing Police Department chain of command, and consult with FOP representatives concerning enforcement of any provisions of this Agreement.

ARTICLE 21. MILEAGE ALLOWANCE

Employees choosing to utilize their private automobiles to attend court shall be assumed to request the mileage allowance from the State of Florida as stipulated in F.S.S. 92.141.

An employee who chooses to utilize a City Vehicle to attend court shall be provided one whenever possible.

ARTICLE 22. POLICE STANDARDS OF OPERATION

A. Internal investigation will be conducted in accordance with F.S. 112.532, Law Enforcement Officers' and Correction Officers' Rights, as amended, and F.S. 112.533, Receipt and Processing of Complaints, as amended. Whenever a law enforcement officer is under investigation and subject to interrogation by members of the officer's agency for any reason which could lead to disciplinary action, demotion, or dismissal, such interrogation and investigation shall be conducted under the following conditions:

1. The interrogation shall be conducted at a reasonable hour, preferably at a time when the officer is on duty, unless the seriousness of the investigation is of such a degree that immediate action is required.

2. The interrogation shall take place either at the office of the command of the investigation officer or at the office of the local police unit in which the incident allegedly occurred, as designated by the investigating officer or agency.

3. The officer under investigation shall be informed of the rank, name, and command of the officer in charge of the investigation, the interrogating officer, and all persons present during the interrogation. All questions directed to the officer under interrogation shall be asked by and through one interrogator at any one time.

4. The officer under investigation shall be informed of the nature of the investigation prior to any interrogation, and he shall be informed of the name of all complainants.

5. Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities, including telephone use and meals, and rest periods as are reasonably necessary.

6. The officer under interrogation shall not be subject to offensive language or be threatened with transfer, dismissal, or disciplinary action. No promise or reward shall be made as an inducement to answer any questions. (An officer under investigation shall not be told that if he or she does not resign from the Department criminal charges will be brought against him or her.)

7. The formal interrogation of an officer, including all recess periods, shall be recorded, and there shall be no unrecorded questions or statements. (When interrogations are recorded, a copy will go to the officer being investigated should he or she request it.)

8. If the officer under interrogation is under arrest, or is likely to be placed under arrest as a result of the interrogation, the officer shall be completely informed of all his or her rights prior to the commencement of the interrogation. (If the officer under investigation is suspected of committing a criminal offense, he or she shall be advised of his or her rights.)

9. The officer has the right to refuse to answer all questions concerning criminal matters if rights against self-incrimination would be prejudiced, and shall not be ordered to submit to any device designed to measure the truth of responses during questioning, unless he or she agrees to do so. Officers shall not be threatened with disciplinary action for not testifying against themselves or other officers before a criminal proceeding; however, officers must answer all questions concerning non-criminal matters which may result in disciplinary action.

10. At the request of any officer under investigation, the officer shall have the right to be represented by counsel or any other representative of his or her choice, who

shall be present at all times during such interrogation whenever the interrogation relates to the officer's continued fitness for law enforcement service.

11. No dismissal, demotion, transfer, reassignment, or other personnel action which might result in loss of pay or benefits or which might otherwise be considered a punitive measure shall be taken against any officer unless such officer is notified of the action and the reason or reasons therefore prior to the effective date of such action.

12. No officer shall be discharged, disciplined, demoted, denied promotion, transfer or reassignment, or otherwise discriminated against in regard to his or her employment, or be threatened with any such treatment, by reason of his or her exercise of the rights granted by Chapter 112, Part VI, and other laws.

13. A complaint filed against an officer with a law enforcement agency or corrections agency and all information obtained pursuant to the investigation by the agency of such complaint shall be confidential until the conclusion of the internal investigation or at such time that the investigation ceases to be active without a finding relating to probable cause. If the internal investigation is concluded with the finding that there is no probable cause to proceed with disciplinary action or file charges against the officer, a statement to that effect signed by the agency head or designee and the responsible investigating official shall be attached to the complaint; and the complaint and all such information shall be open thereafter to inspection pursuant to Chapter 119. If the investigation is concluded with the finding that there is probable cause to proceed with disciplinary action or file charges, the complaint and all such information shall be open thereafter to inspection pursuant to Chapter 119. If the investigation ceases to be active without a finding relating to probable cause, the complaint and all such information shall be open thereafter to inspection pursuant to Chapter

119. This does not apply to any public record which is exempt from public disclosure pursuant to s. 119.07(3). For the purposes of this section, an investigation shall be considered active as long as it is continuing with a reasonable, good faith anticipation that an administrative finding will be made in the foreseeable future. An investigation shall be presumed to be inactive if no finding is made within 60 days after the complaint is filed.

14. The findings of an internal affairs investigation shall be labeled either “sustained” (indicating probable cause to proceed with disciplinary action or criminal prosecution), or “not sustained” (indicating no probable cause to proceed with disciplinary action or criminal prosecution), or “exonerated” (indicating no probable cause and no grounds for the accusation or complaint).

B. The City will make no public statements concerning alleged violations of the law or departmental rules until the internal investigation has been completed. No public statements shall, at any time, be issued which would jeopardize an accused officer’s right to a fair hearing or trial.

C. As provided by Florida Statutes, as amended, certain employee personnel records shall be kept confidential and never released to any person, except officials of the City and as otherwise provided by law, or in response to court order. Individual officers may, at their discretion, waive this right, subject to any limitations of State or Federal law.

D. No unauthorized person and no member of the news media shall, either directly or indirectly, be furnished with the home addresses, telephone numbers, and/or photographs of law enforcement personnel; the home addresses, telephone numbers, photographs and places of employment of the spouses and children of law enforcement personnel; and the names and locations of schools attended by the children of law enforcement personnel without employee written consent.

Further, the Department will not furnish such data in case of discharge until full appeal rights have been exhausted.

E. No civilian dominated police review board will be established by the City. Whenever required by law or administrative decision, a complaint review board shall be composed of three members: One member selected by the Chief of Police; one member selected by the aggrieved officer; and a third member to be selected by the other two members. The board members shall be law enforcement officers selected from any state, county, or municipal agency within the County.

F. No police officer will be required to give testimony before a non- or quasi-governmental agency except as may be required herein or by law, with respect to an internal affairs investigation.

G. Any person who willfully discloses, or permits to be disclosed, his intention to file a complaint; the existence or contents of a complaint which has been filed with an agency; or any document, action, or proceeding in connection with a confidential internal investigation of an agency, before such complaint, document, action, or proceeding becomes a public record as provided herein is guilty of a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083. Notwithstanding other provisions of this Article the complaint and information shall be available to law enforcement agencies and state attorneys in the conduct of a lawful criminal investigation.

H. If the agency fails to comply with the requirements of Chapter 112, Part VI, a law enforcement officer employed by such agency who is personally injured by such failure to comply may apply directly to the circuit court of the county wherein such employing agency is headquartered

and permanently resides for an injunction to restrain and enjoin such violation of the provisions of Part VI and to compel the performance of the duties imposed by Part VI.

I. All officers shall have the right to inspect and make copies of their personnel records. No record will be hidden from an officer's inspection. Any employee may respond in writing to any material contained in the officer's official personnel folder and it shall become a part thereof.

J. Should disciplinary action result from an internal investigation, an officer shall, at the option of the Chief of Police, with the approval of the City Manager, be allowed to use compensatory time or vacation time to satisfy a suspension in the case in which a suspension is for five (5) days or less, provided the officer shall sign a waiver of any and all rights to appeal said suspension.

ARTICLE 23. HOLIDAYS

The following days shall be considered holidays:

1. New Year's Day
2. Martin Luther King Jr. Day (Observed)
3. Memorial Day
4. Independence Day
5. Labor Day
6. Thanksgiving Day
7. Friday after Thanksgiving
8. Christmas Day
9. Veterans' Day
10. Employee's Birthday

All employees covered by this Agreement shall retain the option of taking 1 day (8 hours) off for their birthday, provided that manpower is available, or having 1 day (8 hours) added to their vacation leave.

11. Floating Holidays

Three (3) floating holidays (24 hours total) will be accrued and credited to the employee's leave bank in January each year; new employees will be credited their floating holidays on their entrance date on a prorated basis. All floating holidays will be used during the calendar year earned; if not used by year end (December 31) they will be forfeited.

All employees covered by this Agreement shall receive one (1) additional day (8 hours) added to their vacation time for each recognized holiday as each holiday occurs. Employees shall not receive any other compensation for the designated holiday; whether they are on or off duty on the actual holiday date is immaterial. No other holidays are recognized or granted by this Agreement.

ARTICLE 24. USE OF VACATION AND VACATION ACCRUAL

Members of the bargaining unit shall be allowed to accrue and use vacation leave time pursuant to the following conditions:

A. Approval by the Chief or, in his absence, the Captain for vacation leave usage.

B. Employees may accrue vacation leave up to a maximum of three hundred (300) hours. When an employee has accrued three hundred (300) hours of vacation leave, accrual will cease until the vacation leave balance is reduced below three hundred (300) hours.

C. Employees may carry over a maximum of three hundred (300) hours of vacation leave from one calendar year into the first pay period of the next calendar year. In the event an employee who has more than three hundred (300) accrued vacation leave hours is reclassified from another position into the rank of Lieutenant and that employee still has accrued vacation leave of more than three hundred (300) hours after the final pay period of a calendar year has closed, that employee will be paid out for a maximum of forty (40) excess hours in the first pay period of the new year. That employee's leave balance will thereafter be capped at three hundred (300) hours, as provided in paragraph B.

D. At the time of separation or retirement, employees will be paid out for accrued vacation leave up to a maximum of three hundred (300) hours.

ARTICLE 25. WAGES AND LONGEVITY

A. Longevity for all bargaining unit members during the term of this contract shall be paid according to Appendix B, which shall form part of this contract.

B. The salary schedule for all bargaining unit members shall be according to Appendix A, which shall form part of this contract:

Effective October 1, 2022, increased by three percent (3%).

Effective October 1, 2023, increased by three percent (3%).

APPENDIX A
CITY OF MIAMI SPRINGS
FOP PAY PLAN

CLASSIFICATION: LIEUNTENANT

DATE	1	2	<u>3</u>
10/1/2021	\$112,704	\$116,085	\$120,637
10/1/2022	\$116,085	\$119,567	\$124,256
10/1/2023	\$119,568	\$123,155	\$127,984

Effective October 1, 2021

APPENDIX B

LONGEVITY

DEFINITION: Longevity pay is an extra payment in recognition of length of continuous service and is awarded equally to all full-time permanent personnel without regard to rank or position, in accordance with the following schedule: Any retroactive payments, due bargaining unit member, shall be made at the longevity rates in effect prior to effective date of this successor agreement.

After eight (8) but less than ten (10) consecutive years of service, \$750.00 annually.

After ten (10) but less than fifteen (15) consecutive years of service, \$1,250.00 annually.

After fifteen (15) but less than twenty (20) consecutive years of service, \$1,750.00 annually.

After twenty (20) consecutive years of service and continuing thereafter, \$2,000.00 annually.

Each longevity payment is inclusive of the prior payment and not in addition thereto.

Beginning on October 1, 2021, each longevity payment shall be made in a lump sum on the pay-day immediately following the employee's anniversary date, subject to applicable taxes; such payments shall be considered as part of wages applicable to pension.

ARTICLE 26. PHYSICAL EXAMINATION AND EMPLOYEE SAFETY

A. The City shall pay for one annual physical examination for each bargaining unit employee; the time and physician to be chosen by the City. The physical examination shall include, but not limited to, electrocardiogram, eye examination and hearing test.

B. All bargaining unit employees shall be granted sufficient duty time every three (3) months, (quarterly) to fire a qualification course. Employees will be allowed to practice at the pistol range once a month.

C. The City shall insure that the minimum manpower on duty for each uniform patrol shift will compose of at least, one sworn supervisor with the rank of Sergeant or above, or one O.I.C. (Officer In Charge), who will actively supervise the shift, and three sworn personnel of the rank of Police Officer or above, who will actively perform uniform division shift duties. Additionally, there will be at least one person assigned to each shift for dispatch and related station support duties.

D. To ensure the continued safety and fitness of employees, the City shall furnish a sufficient area for physical training, including appropriate weight lifting equipment.

ARTICLE 27. INSURANCE

A. The City will provide major medical, health, dental and vision insurance benefits. If the employee selects the HMO plan, then the City agrees to pay one hundred percent (100%) of the employees individual major medical, health, dental and vision insurance premium. If the employee selects the POS plan, then the employee will have to pay the difference between the cost of the POS plan and the amount the City would otherwise contribute to the HMO plan for the employee.

B. If the employee selects the HMO plan, then employees covered by this Agreement will pay fifty percent (50%) of the cost for health, dental and vision insurance premiums for dependent coverage. If the employee selects the POS plan, then the employee will have to pay the difference between the cost of the POS plan and the amount the City would otherwise contribute to the HMO plan for the employee's dependents.

C. Prior to the implementation of a rate increase both the FOP and employees affected shall be notified in writing within thirty (30) days.

D. In accordance with Florida Statute 112.19, the sum of Twenty Five Thousand Dollars (\$25,000.00) shall be paid by the City to any bargaining unit employee whose duties require him or her to enforce criminal law, make investigations relating thereto, apprehend and arrest violators thereof, or transport, handle or guard persons arrested for, charged with or convicted of violations thereof, provided that such bargaining unit employee, while under seventy (70) years of age and while engaged in the performance of any of the duties mentioned above, is killed or receives bodily injury which results in the loss of his or her life within one hundred and eighty (180) days after being received, regardless of whether he or she is killed or if such bodily injury is inflicted intentionally or

accidentally, provided that such killing is not the result of suicide and that such bodily injury is not intentionally self-inflicted.

E. In accordance with Florida Statute 112.19, an additional Seventy-Five Thousand Dollars (\$75,000.00) shall be paid to any employee covered by this Agreement who is unlawfully and intentionally killed while in the actual performance of his duties as a police officer with the City of Miami Springs.

F. In addition, the City will pay any employee covered by this Agreement, who dies while employed with the City of Miami Springs, a sum equal to one year's annual base salary of said deceased employee.

G. The City shall be liable for the payment of said sum and shall be deemed self-insured, unless it procures and maintains, or has already procured and maintains insurance to secure such payment. Any such insurance may cover only the risks indicated above and the amount indicated above, or it may cover those risks and additional risks and may be in a larger amount.

Such payment, whether secured by insurance or not, shall be made to the beneficiary designated by such bargaining unit employee in writing, signed by him or her and delivered to the City during his or her lifetime. If no such designation is made, then it shall be paid to his surviving child or children and the spouse in equal portions and if there be no surviving child or spouse, then to his or her estate.

ARTICLE 28. PREMIUM PAY

Special assignment allowances shall be provided to bargaining unit employees as described below:

A. Law enforcement personnel assigned to full-time detective duty - five percent (5%) bi-weekly.

B. Law enforcement personnel assigned to full-time motorcycle duty - eighty dollars (\$80.00) bi-weekly.

C. Law enforcement personnel assigned full-time canine (K-9) duty shall work forty-three (43) hours per week or eighty-six (86) hours per period in accordance with the Fair Labor Standards Act (FLSA), Section 207 (k). The hours worked shall be paid at the straight time hourly rate for all activities directly or indirectly associated with the care and attendance of the dog and for time spent with related equipment associated with this activity. It is agreed and understood that the K-9 officer shall dedicate the above mentioned six (6) hours per pay period exclusively off-duty for all activity associated directly with the care, exercise, feeding, etc. of the dog. No further compensation is intended directly or indirectly in this arrangement.

The City agrees to reimburse the K-9 officer for dog food upon receipt of invoice and proof of payment. The City will continue to pay for veterinary and related expense for health maintenance.

When requested and authorized for periods of four (4) consecutive days, or more, for death in immediate family and annual vacation leave, the City shall pay or reimburse the cost for boarding when the temporary care arrangement, including the facility and cost, is approved prior to boarding and commencement of such leave. The Police Chief, at his discretion, may assign the care of the canine to an officer who is qualified in K-9 duty.

D. Law enforcement personnel assigned as field training officers (F.T.O.) shall receive a premium of two and one-half percent (2 1/2%) added to base pay for all shifts on which they are assigned training duties.

Law enforcement personnel certified as field training officers shall receive a premium of five percent (5%) added to base pay for all shifts on which they are assigned training duties.

E. Law enforcement personnel who wish to become certified training officers, at the department discretion, will be granted on duty time to attend certification training, if manpower permits. If staffing does not permit, officers will be approved to attend on their own time.

F. Lieutenants assigned to work on evening and night shifts shall receive a shift differential pay as follows:

1. Lieutenants working between the hours of 3 p.m. to 11 p.m. shall receive an additional two percent (2.00%) added to their salary.

2. Lieutenants working between the hours of 11 p.m. to 7 a.m. shall receive an additional three and one quarter percent (3.25%) added to their salary.

3. This subsection F is effective upon ratification of this agreement.

ARTICLE 29. ACTING RANKS

Any employee who is officially designated by the Department to act in a rank higher than his permanent rank and actually performs said duties shall receive an additional five percent (5%) of his base pay at a differential per each eight-hour shift or hour by hour basis.

All appointments to acting ranks for a period of more than seven (7) days shall be in writing.

ARTICLE 30. LABOR MANAGEMENT COMMITTEE

The parties agree that there shall be a Labor Management Committee comprised of three (3) representatives from the City (to include a representative of the City Manager), and three (3) representatives from the FOP.

Meetings of the Labor Management Committee shall be held not more than once a month, and may be scheduled at the request of either party upon five (5) days notice. The party requesting such a meeting shall forward to the designated representative of the other party an agenda specifying those issues to be presented for discussion; the time and place shall be mutually determined by the parties.

The scope of authority of the Labor Management Committee shall be limited solely to discussing general matters pertaining to employee relations. It is agreed and understood that the Committee shall not engage in collective bargaining or the resolution of grievances. The sole purpose of this Committee is to improve communications between labor and management and it is understood that this paragraph and any discussions undertaken pursuant to it are not subject to the grievance procedure set forth in this contract.

In the event any written agreements are reached between the parties, both parties shall make a good faith effort to abide by said agreement.

The Labor Management Committee shall discuss the feasibility of implementing a “take home” vehicle program for members of the bargaining unit.

ARTICLE 31. CONFIDENTIAL RECORDS

As provided or prohibited by law and unless otherwise required by Court Order, the City may not release for examination and inspection any of the following information from its records:

A. The home address, telephone numbers and photographs of law enforcement personnel;

B. The home addresses, telephone numbers, photographs and places of employment of the spouses and children of law enforcement personnel;

C. The names and locations of schools attended by children of law enforcement personnel. It shall be the right of any employee covered by this Agreement, at reasonable times, to inspect and make copies of his or her personnel file.

Whenever a non-City employee requests a review of the personnel file of an employee covered by this Agreement (except in the case of a criminal investigation of such employee), any employee subject to this Agreement shall receive notification of the name of the person reviewing such file.

ARTICLE 32. RETIREMENT PLAN

Retirement benefits and employee contributions for employees covered by this Agreement shall be as provided in the City of Miami Springs Police and Firefighters Retirement Plan (the “Plan”), except as provided below. All changes to the existing Plan shall take effect on October 12, 2014 (the “effective date”).

1. Plan members who are employed and not participating in the DROP on the effective date (except members who are within 3 years of the normal retirement date on the effective date) shall accrue benefits on and after the effective date in accordance with the Plan provisions in effect on the day before the effective date, except as follows:

a. The benefit multiplier shall be 3.5% for continuous service earned up to 20 years and 3% for continuous service earned after 20 years, with a maximum benefit of 85% of average monthly earnings.

b. Average monthly earnings for continuous service on and after the effective date shall be the average of the 5 highest years of the last 10 years of continuous service (including continuous service prior to the effective date).

c. The normal retirement date shall be the earlier of age 55 and the completion of 10 years of continuous service or the completion of 20 years of continuous service regardless of age.

2. Bargaining unit employees hired on or after the effective date shall accrue benefits in the same manner as provided in the current Plan, except as follows:

a. The benefit multiplier shall be 3% for each year of continuous service, with a maximum benefit of 75% of average monthly earnings.

b. The normal retirement date shall be the earlier of age 55 and the completion of 10 years of continuous service or age 52 and the completion of 25 years of continuous service.

c. Average monthly earnings shall be the average of the 5 highest years of the last 10 years of continuous service.

3. The parties agree that all Chapter 185 excess premium tax revenues shall be used to offset member contributions during fiscal years 2021-22 and 2022-23. Member contributions are capped at 9.5% of covered pay for fiscal years 2021-22 and 2022-23. It is specifically agreed and understood that the provisions of this Section 4 shall terminate September 30, 2023 and, therefore, effective October 1, 2023, member contributions shall be determined in accordance with the cost sharing provisions in section 35-55(c) of the Plan. However, the parties agree to reopen negotiations beginning at any time after January 1, 2023, as to this Article 32 section 3 only within 30 days of a written request by either party.

ARTICLE 33. EDUCATIONAL ASSISTANCE

The City will endeavor to implement, as soon as may be reasonably practical, an educational assistance program to be funded solely from assessments that may be received by the City pursuant to Florida Statute 943.25. Guidelines and eligibility for such educational assistance program will be established by the City Manager and delivered to the employees covered by this Agreement following its implementation.

Any employee who has entered the retirement drop plan will not be eligible for the educational assistance.

ARTICLE 34. SICK LEAVE

A. Employees shall earn paid sick leave at the rate of one day for each month of service, or 12 days per year.

B. Earned paid sick leave may not be used until completion of probation period of original appointment.

C. Earned sick leave may be accumulated from year to year

D. If an employee has not used more than two (2) days of allotted sick days during a fiscal year (October 1 through September 30) the City agrees to convert a certain number of sick days to annual leave, at the employee's option, under the following scale:

Zero (0) allotted sick days used	Convert three (3) sick days to annual leave
One (1) allotted sick day used	Convert two (2) sick days to annual leave
Two (2) allotted sick days used	Convert one (1) sick day to annual leave

For purposes of the first year of this provision, the starting date shall be the day after the ratification vote by the City Council or October 1, 1998, whichever is later. The scheduling of the time off is within the sole discretion of the Chief of Police. It is agreed that the scheduling of this time off shall not create an adverse impact on the minimum manning tables giving rise to overtime by others to fill the requirement of minimum manning and/or be the cause of adding additional new employees to the work force. Each employee must make his request known through his chain of command no later than October 31 of each calendar year, with regard to his desire to convert sick leave to annual leave.

E. Employees retiring under the City Pension System, or dying during active service or authorized leave, shall be paid for accumulated unused sick leave at the rate of 1/2 day for each day accumulated, to a maximum of 120 days (960 hours) pay at the employee's final base pay rate.

“FINAL BASE PAY” shall have the same meaning as “FINAL AVERAGE SALARY” as the term is defined in Subsection 35.04, Miami Springs Civil Service Rules and Regulations.

F. Employees resigning from the City Service with fifteen (15) or more years of service shall receive a total maximum of 30 days (240 hours) pay. Employees resigning with less than fifteen (15) years of service, or being terminated for other reasons, shall not receive any pay for unused sick leave accumulation.

G. Sick leave shall be granted for employee injury or illness not connected with work.

H. Employees are responsible for notifying an on-duty supervisor at least two (2) hours prior to their scheduled shifts.

I. Employees absent for longer than three (3) consecutive working days on sick leave may be required to provide a medical statement of fitness and evidence of reason for absence. Employees with three (3) or more separate sick leave occurrences within any ninety (90) day period will be subject to administrative review and could be subject to disciplinary action if found to be a sick leave abuser. After administrative review, an employee who is determined to be an abuser may be required to produce a medical statement for any sick leave occurred during the twelve (12) month period following the last abusive occurrence.

J. No sick leave shall be charged for treatment required by the City or for time lost as a result of compensable injury sustained while on duty.

K. Employees covered by this Agreement shall be compensated for accumulated sick leave in accordance with the provisions of this article, rather than the provisions of subsection 34.16(c), MEDICAL LEAVE, Miami Springs Civil Service Rules and Regulations. This article is intended to replace subsection 34.16(c), Medical Leave, and is not intended to be an additional benefit over and above any benefits set forth in subsection 34.16(c), Medical Leave, Miami Springs Civil Service Rules and Regulations.

L. FAMILY MEDICAL LEAVE POLICY (FMLA, 1993)

On April 5, 1994, City Administrative Order 94-6, Family Medical Leave Policy (FMLA, 1993) was adopted pursuant to Federal Statute, the Family and Medical Leave Act of 1993. This policy supersedes and replaces the provisions heretofore set forth in Section K of this Article and is incorporated herein by reference.

ARTICLE 35. BEREAVEMENT LEAVE

Four (4) days of emergency leave with pay shall be granted in the event of a death in the immediate family, provided that the employee actually attends the funeral. Immediate family is defined as spouse, children, grandchildren, mother, father, sister, or brother, mother-in-law, father-in-law, grandfather, grandmother, or upon proof of any person in the general family living within the same household. Should any employee require additional time other than provided herein, he/she may request that funeral leave be extended an additional two (2) work days. Emergency requests for such extensions, arising during said leave shall be granted by the Department whenever possible.

ARTICLE 36. PROBATIONARY PERIOD

The probationary period for all incoming employees covered by this Agreement is twelve (12) months after promotion to the rank of Lieutenant. Upon completion of probation, bargaining members will be given permanent status with all of the requisite protections and benefits in this agreement (including but not limited to the need to show just cause prior to demotion).

ARTICLE 37 - TOXICOLOGY AND ALCOHOL TESTING

The City and the FOP recognize that employee substance and alcohol abuse can have an adverse impact on Miami Springs government, the Department's operations, the image of City employees and the general health, welfare and safety of the employees and the general public.

The City shall continue to have the right to require Toxicology and Alcohol Testing as part of any regularly scheduled physical examination.

The City shall also have the right and authority to require employees to submit to toxicology and alcohol testing designed to detect the presence of any controlled substance, narcotic drug or alcohol. The City and the FOP agree that requiring employees to submit to testing of this nature shall be limited, "except as provided in the City's May 17, 1994 Administrative Order 94-7, Drug Free Workplace Policy/Drug Screen Policy Statement with respect to Workers' Compensation" to circumstances that indicate reasonable suspicion to believe that the employee is under the influence of such substances, suffers from substance or alcohol abuse, or is in violation of the City Personnel Rules or Departmental Rules and Regulations regarding the use of such substances.

It is further understood by the parties that the aforementioned authority to require that employees submit to such testing, "except as provided in the City's May 17, 1994 Administrative Order 94-7," shall first be approved by Police Chief or higher authority within the City to ensure proper compliance with the terms of this Article.

The City, guided by the most recent research in toxicology, will select toxicology breath and/or urine test(s) to be used. If an employee tests positive, a second confirmatory test on the original specimen must be administered in a timely manner to verify the results before administrative action is taken. The City shall make a reasonable effort to provide employees with the results of a positive

test within 72 hours of providing the specimen. However, failure to comply with this 72 hour notification provision shall not preclude the City from utilizing the positive test results in any administrative or disciplinary action up to and including dismissal as deemed appropriate in accordance with the applicable provisions of City Administrative Orders, the City Code, the City Personnel Rules and Departmental Rules and Regulations. All tests will be conducted in approved laboratories using recognized technologies.

The parties agree that the Police Chief may require members of the bargaining unit to submit to random drug testing. The random choices will be picked using a computerized random number generator with the members City ID number. No bargaining unit member will be required to submit to such a test more than once in a 12-month period.

Anytime that an employee is involved in an accident while operating a City vehicle, whether on or off duty, the employee may be required to submit to an alcohol/ chemical drug test.

All disputes arising out of the implementation of this article will be pursued under Article 15 of the agreement.

The results of such tests may result in appropriate disciplinary action, up to and including dismissal, in accordance with the applicable provisions of the Code of the City of Miami Springs, the City Personnel Rules and Departmental Rules and Regulations. Employee refusal to submit to toxicology or alcohol testing in accordance with the provisions of this Article may result in disciplinary action up to and including dismissal, in accordance with the applicable provisions of the City Code, the Miami Springs Personnel Rules and Departmental Rules and Regulations.

The parties agree that the City's May 17, 1994 Administrative Order 94-7, Drug Free Workplace Policy/Drug Screen Policy Statement provisions agreed to herein were adopted by the City pursuant to the provisions of Chapter 440.102 Florida Statutes and Chapter 38F-9 of the Florida

Administration Code. The parties further agree that the Agreement to the implementation of the provisions of the policy/statement are contingent upon the continuation of the underlying authorizing statutory/code authority. Should said statutory/code authority be repealed, invalidated by a Court of competent jurisdiction or otherwise cease to exist, the contractual agreement re: the policy/statement will not independently survive without said statutory authority.

It is a condition of employment for all City employees to refrain from reporting to work or working with the presence of illegal drugs or alcohol in his or her body. Bargaining unit members who are injured on the job are required to immediately submit to a test for drugs and alcohol. Any employee who is injured on the job and who tests positive for illegal drugs or alcohol, or who refuses to submit to a test for drugs or alcohol, forfeits eligibility for medical and indemnity benefits under Florida's Workers' Compensation statute.

ARTICLE 38. TERM OF AGREEMENT AND REOPENERS

This Agreement shall be effective October 1, 2021, upon being approved by a majority vote of the employees voting in the bargaining unit and upon ratification by the City of Miami Springs City Council, and shall continue until September 30, 2024; provided, however, that any Article or portion of any Article that provides for a different effective date shall become effective as stated therein.

All elements of this Agreement shall remain in force for the period called for above unless by mutual agreement, in writing, the parties amend some portion thereof. It is agreed and understood that this Agreement constitutes the whole agreement between the parties.

Any Articles contained herein which include multiple year provisions shall not be reopened during the stated multiple year term.

SIGNATORY PROVISION

The foregoing Agreement between the City of Miami Springs and Florida State Lodge Fraternal Order of Police consists of a Preamble and Thirty-Eight (38) Articles, including Appendixes A and B and shall continue until September 30, 2024.

Agreed to this _____ day of _____, 2022.

WITNESS:

**FLORIDA STATE LODGE FRATERNAL
ORDER OF POLICE INC.**

BY: _____
Sean Kelly, FOP Staff Representative

WITNESS:

CITY OF MIAMI SPRINGS

BY: _____
William Alonso
City Manager/Finance Director

36 Section 35-51. Definitions.

37 For purposes of §§ 35-50—35-59, the following words and phrases shall have the
38 following meanings ascribed to them respectively.

39 * * *

40 (D) *Average monthly earnings.* For members who are subject to the pension freeze
41 as of October 12, 2014, as described in Section 35-53(A), for the purpose of
42 calculating a member's benefit based on continuous service prior to October 12,
43 2014, average monthly earnings means the average of earnings for the three-
44 consecutive-year period of continuous service which produces the highest
45 average—, and Ffor the purpose of calculating a member's benefit based on
46 continuous service on and after October 12, 2014, average monthly earnings
47 means the average of earnings for the five best years of the last ten years of
48 continuous service prior to retirement, termination or death. For all other
49 members, average monthly earnings means the greater of (1) the average of
50 earnings for the three-consecutive-year period of continuous service prior to
51 October 12, 2014 which produces the highest average, or (2) the average of
52 earnings for the five best years of the last ten years of continuous service prior
53 to retirement, termination or death. Notwithstanding the preceding sentence, for
54 a member who is was employed and within three years of the normal retirement
55 date on October 12, 2014, average monthly earnings means the average of
56 earnings for the three-consecutive-year period of continuous service which
57 produces the highest average.

58 * * *

59 **Section 3.** **Amending Section 35-53 of the City Code.** That the Code of
60 Ordinances of Miami Springs, Florida, is hereby amended by revising Section 35-53,
61 “Benefit amounts and eligibility,” as follows:

62 Section 35-53. Benefit amounts and eligibility.

63 (A) *Frozen accrued benefit.* Notwithstanding any other provision of the System, the
64 accrued benefits of all members of this System who are employed and not participating
65 in the DROP on October 12, 2014 shall be frozen on that date. All such members shall
66 be fully vested in their frozen accrued benefit. The value of each member's frozen accrued
67 benefit shall be calculated in accordance with the provisions of the System in effect on
68 October 11, 2014, based on the member's continuous service and average monthly
69 earnings on that date. The frozen accrued benefit shall be payable to the member (or
70 placed in the member's DROP account, if applicable) upon attaining the normal retirement
71 date set forth in subsection (B) below; or a reduced benefit shall be payable to the
72 member upon attaining the early retirement date set forth in subsection (C) below. Upon
73 retirement or entry into the DROP, a member whose accrued benefit is frozen on October
74 12, 2014 shall be eligible for a retirement benefit in two parts: the frozen accrued benefit
75 based on the member's continuous service and average monthly earnings on October
76 12, 2014; and the benefit based on the member's continuous service on and after October
77 12, 2014. The provisions of this subsection (A) shall not apply to a member who is

78 employed and within three years of the normal retirement date on October 12, 2014 or to
79 any member, in the rank of ~~Sergeant~~Lieutenant and below, who retires or enters the
80 DROP after December 14, 2021.

81 * * *

82 **Section 4. Conflicts.** All Sections or parts of Sections of the Code of
83 Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of
84 Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

85 **Section 5. Severability.** That the provisions of this Ordinance are declared to
86 be severable and if any section, sentence, clause or phrase of this Ordinance shall for
87 any reason be held to be invalid or unconstitutional, such decision shall not affect the
88 validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but
89 they shall remain in effect, it being the legislative intent that this Ordinance shall stand
90 notwithstanding the invalidity of any part.

91 **Section 6. Codification.** That it is the intention of the City Council and it is
92 hereby ordained that the provisions of this Ordinance shall become and be made a part
93 of the City Code, that the sections of this Ordinance may be renumbered or relettered to
94 accomplish such intentions, and that the word Ordinance shall be changed to Section or
95 other appropriate word.

96 **Section 7. Effective Date.** That this Ordinance shall become effective
97 immediately upon adoption on second reading.

98 **PASSED ON FIRST READING** on the _____ day of _____, 2022, on a
99 motion made by _____ and seconded by _____.

100 **PASSED AND ADOPTED ON SECOND READING** this ___ day of _____, 2022,
101 on a motion made by _____ and seconded by _____. Upon being put to a
102 roll call vote, the vote was as follows:

103	Vice Mayor Jacky Bravo	_____
104	Councilman Bob Best	_____
105	Councilman Walter Fajet	_____
106	Councilman Victor Vazquez	_____
107	Mayor Maria Puente Mitchell	_____

108
109
110
111
112
113 _____
114 MARIA PUENTE MITCHELL
115 MAYOR
116

117 ATTEST:

118

119

120

121 _____
ERIKA GONZALEZ, MMC
122 CITY CLERK

123

124

125 APPROVED AS TO FORM AND LEGAL SUFFICIENCY
126 FOR THE USE AND RELIANCE OF THE CITY OF MIAMI SPRINGS ONLY:

127

128

129

130 _____
WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
131 CITY ATTORNEY